



**BOARD OF COMMISSIONERS  
REGULAR MEETING AGENDA  
Wednesday, September 11, 2024 at 6:00 PM  
Commission Chambers, 300 Municipal Drive,  
Madeira Beach, FL 33708**

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

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- 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**
- 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, and the organization or group you represent. Please limit your comments to five (5) minutes and do not include any topic on the agenda. Public comment on agenda items will be allowed when they come up.*

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

*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. APPROVAL OF THE MINUTES**

[A.](#) 2024-08-14, BOC Regular Meeting Minutes

B. 2024-08-28, BOC Budget Workshop Meeting Minutes

C. 2024-08-28, BOC Regular Workshop Meeting Minutes

## 9. CONSENT AGENDA

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

## 10. PUBLIC HEARINGS

A. Ordinance 2024-09: Appendix D John's Pass Village Activity Center Development Standards – 2nd reading and public hearing

B. Ordinance 2024-10: C-1 refer to Appendix D – 2nd reading and public hearing

C. Ordinance 2024-11 Rezone John's Pass Village Activity Center area to C-1, John's Pass Village Activity Center Zoning District – 2nd reading and public hearing

D. Ordinance 2024-12: Amending C-2 to reserve -2nd reading and public hearing

E. Ordinance 2024-13: C-3 to be consistent with MBTC SAP-2nd reading and public hearing

F. Ordinance 2024-14: C-4 to be consistent with MBTC SAP -2nd reading and public hearing

G. Ordinance 2024-15: R-3 to be consistent with MBTC SAP – 2nd reading and public hearing

H. Ordinance 2024-16: Fees & Collection Procedures Manual FY 2024 Update #2 - 2nd Reading & Public Hearing

I. Ordinance 2024-17 Business Tax Receipt (BTR) fee update, 2nd reading and public hearing

## 11. UNFINISHED BUSINESS

A. Flood Insurance Update/Homestead Issue - Letter to State

## 12. CONTRACTS/AGREEMENTS

A. Approve FY 2025 PCSO Law Enforcement Services Contract

B. Gulf Beaches Public Library Service Contract - October 1, 2024 through September 30, 2025

C. ITB #24-07 Awning Over Parking Pad/Storage at the Fire Station

D. Approval of 2024, Emergency Medical Services ALS First Responder Agreement and FY25 ALSFR Budget

E. Approval of Construction Manager at Risk for Redington EMS Station



- [F.](#) RFP 2024-03 City Seawall Repairs and Replacements
- [G.](#) ITB 2024-08 Archibald Restroom Project Contract Approval
- [H.](#) Rubicon Software Contract Approval

**13. NEW BUSINESS**

- [A.](#) Forward Pinellas Reapportionment Plan

**14. AGENDA SETTING - September 30, 2024 BOC Regular Workshop Meeting**

- A.** PRESENTATION: Representative Linda Chaney Check Presentation for Seawall Replacements
- B.** PRESENTATION: Tampa Bay Beaches Chamber of Commerce
- C.** Saltwater Destinations - 2nd Amendment to Lease
- D.** Playground near 140th Ave Area
- E.** Court of Honor
- F.** Boat Docks at ROC Park & Johns Pass
- G.** Beaches (sand), Public vs Private - City regulatory processes
- H.** Sections in the Code to update for the new C-1 Zoning District
- I.** Boca Ciega, Street End (pocket) park Update
- J.** Stuart Park Bathroom & Landscaping
- K.** Ordinance 2024-18 Planned Development
- L.** Forward Pinellas Grant - John's Pass Village
- M.** Gulf Blvd Undergrounding Project (invite Duke energy)
- N.** Code Enforcement - short term rental, high/tall grass
- O.** Alcohol, Noise, and Special Events-Review for proposed changes

**15. REPORTS/CORRESPONDENCE**

- [A.](#) Board of Commissioners - 2024 BOC Meeting Schedule
- B.** City Attorney
- [C.](#) City Clerk's Report - September 2024

**D. City Manager**

**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 232 or email a written request to [cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov).*



**MINUTES**

**BOARD OF COMMISSIONERS  
REGULAR MEETING  
AUGUST 14, 2024  
6:00 p.m.**

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on August 14, 2024, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

**MEMBERS PRESENT:** Anne-Marie Brooks, Mayor  
David Tagliarini, Vice Mayor/Commissioner District 1  
Ray Kerr, Commissioner District 2  
Eddie McGeehen, Commissioner District 3  
Housh Ghovae, Commissioner District 4

**MEMBERS ABSENT:**

**CHARTER OFFICERS PRESENT:** Robin Gomez, City Manager  
Clara VanBlargan, City Clerk  
Andrew Laflin, Finance Director/City Treasurer  
Thomas Trask, City Attorney

**1. CALL TO ORDER**

Mayor Brooks called the meeting to order at 6:00 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**

Vice Mayor Tagliarini motioned to approve the Agenda as written. Commissioner Ghovae seconded the motion.

**ROLL CALL:**

Vice Mayor Tagliarini "YES"

Commissioner Ghovae	"YES"
Commissioner McGeehen	"YES"
Commissioner Kerr	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

**5. PROCLAMATIONS**

There were no proclamations.

**6. PRESENTATIONS**

There were no presentations.

**7. PUBLIC COMMENT**

Nathan Bruemmer, 2630 Miriam Street S. Gulfport, introduced himself as a candidate for State House in District 61 in the upcoming election.

Jeff Beggins, 429 Boca Ciega Drive, asked that the Board look into illegal short-term rentals and harder enforcements.

**8. APPROVAL OF MINUTES**

- A. 2024-06-26, BOC Regular Workshop Meeting Minutes**
- B. 2024-07-10, BOC Regular Meeting Minutes**
- C. 2024-07-24, BOC Budget Workshop Meeting Minutes**
- D. 2024-07-24, BOC Regular Workshop Meeting Minutes**

Commissioner Kerr motioned to approve the meeting minutes as written. Commissioner McGeehen seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**9. CONSENT AGENDA**

**10. PUBLIC HEARINGS**

### A. ABP 2024-04 Dick's Last Resort

City Attorney Tom Trask said it was a quasi-judicial proceeding and would go through the process required by the City's code. For the summary of the application, the applicant for ABP 2024-04 is requesting authorization from the Board of Commissioners for the approval of a (4COP) alcoholic beverage license for the sale of beer, wine, and liquor for consumption on premises at Dick's Last Resort restaurant at 111 Boardwalk Place W, Suite 203, Madeira Beach, FL 33708.

- The City Attorney read the standards of factors to be applied at the meeting for the application as set forth in Section 110-532.
- The City Attorney read the burden of proof to be applied as set forth in Section 2-10 (A) in the Code.
- The City Attorney said the parties were the City of Madeira Beach and the applicant, DLR Madeira Beach, LLC of 111 Boardwalk Place W, Suit 203 Madeira Beach, Fl 33708. The order of the presentation would normally be for the applicant to present first.
- The City Attorney read the quasi-judicial procedures to follow per the City's code.
- The City Attorney asked the Commissioners if they had any ex-parte communication or conflicts of interest to disclose. There were none.
- The City Attorney administered the Oath to the witnesses who would be speaking.

#### Applicant Presentation

Attorney Amanda Hessein introduced herself on the applicant's behalf and stated the item's purpose.

#### City Staff Presentation

Joseph Petraglia, Planning Technician, read the staff report and the five factors to be considered when voting on the alcoholic beverage license application. Staff recommended the approval of ABP 2024-04.

The City Attorney asked if Mr. Petraglia wanted the staff report to be received into evidence. Mr. Petraglia said yes.

#### Public Comment

There were no public comments.

The City Attorney said the public portion of the meeting was closed. It was back to the Commission for a motion.

There were no Commission comments.

Vice Mayor Tagliarini motioned to approve (4COP) Alcoholic Beverage License ABP 2024-04 for Dicks' Last Resort. Commissioner Kerr seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

**B. Ordinance 2024-08, Fences – 2nd Reading & Public Hearing**

City Attorney Tom Trask read Ordinance 2024-08 by title only:

**ORDINANCE 2024-08**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE VI SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 3 LANDSCAPE FENCES, GATES, HEDGES, AND WALLS OF THE CITY'S LAND DEVELOPMENT CODE TO PROVIDE FURTHER INFORMATION ON DEFINITIONS IN APPLICABILITY OF DIVISION; TO INCLUDE THE VISION TRIANGLE, AMEND FRONT, SIDE AND REAR YARDS, AND INCLUDE FENCES AROUND SWIMMING POOLS IN LOCATION AND HEIGHT OF FENCES, HEDGES, AND WALLS; AND ADD A NONCONFORMITIES SECTION; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Joseph Petraglia, Planning Technician, reviewed the item and stated the two changes made following the first reading of the ordinance as follows:

- A change in the grade definition was made to accommodate for fences along property lines with different grade elevations.
- An addition to Sec. 110-44(c)(1) to clarify that a fence is not required along the seawall for waterfront properties with a pool.

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

Mr. Petraglia and Marci Forbes, Community Development Engineer, responded to questions and comments by the Board.

Vice Mayor Tagliarini motioned to adopt Ordinance 2024-08, Fences, after 2nd Reading and Public Hearing. Commissioner Kerr seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

**C. Ordinance 2024-09, Appendix D John's Pass Village Activity Center Development Standards – 1st Reading & Public Hearing**

City Attorney Tom Trask read Ordinance 2024-09 by title only:

**ORDINANCE 2024-09**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO ADOPT APPENDIX D TO ESTABLISH THE JOHN'S PASS VILLAGE ACTIVITY CENTER DEVELOPMENT STANDARDS; PROVIDING THAT SAID STANDARDS SHALL REGULATE DEVELOPMENT IN THE JOHN'S PASS VILLAGE DISTRICT; PROVIDING FOR PERMITTED, ACCESSORY AND SPECIAL EXCEPTION USES; PROVIDING FOR BUILDING SITE AREA REQUIREMENTS; PROVIDING FOR SETBACK REQUIREMENTS; PROVIDING FOR RESIDENTIAL, VACATION RENTAL AND TEMPORARY LODGING USE DENSITY; PROVIDING FOR MAXIMUM BUILDING HEIGHT; PROVIDING FOR MAXIMUM FLOOR AREA RATIO; PROVIDING FOR IMPERVIOUS SURFACE RATIO; PROVIDING FOR ALTERNATIVE TEMPORARY LODGING USE STANDARDS; PROVIDING FOR DESIGN STANDARDS AND GUIDELINES; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Community Development Director Jenny Rowan reviewed the item and showed a PowerPoint presentation. She explained that Ordinance 2024-09, a new John's Pass Village Activity Center Development Standards, creates a new appendix, Appendix D, in the Code of Ordinances that outlines all development standards in the Activity Center land use category. The development standards differ from character district to character district, encompassing the standards from the John's Pass Village Special Area Plan.

Director Rowan, Ms. Forbes, and Andrew Morris, Long Range Planner, responded to questions and comments by the Board.

- There are certain things that can exceed the height, such as mechanical units. Pergolas are not mentioned in the Code. The Planning Commission adopted language for stories to help keep things limited.
- Special Exception Uses must go before the Special Magistrate.
- If using the alternative temporary lodging standards, the applicant would have to conform to all design standards and guidelines. If using the alternative temporary lodging standards, you have to count the structured garage within the Floor Area Ratio (FAR).
- Activity centers in the county use an all-inclusive Floor Area Ratio.
- If somebody is applying for PD zoning, they would have to comply with all of the standards and guidelines in Appendix D.

Mayor Brooks opened to public comment.

John Connolly, Normandy Road, said if they have a height of 44 feet plus mechanicals, why can't they come up to a finished 60 feet or 54 feet and make it common for everything? So everybody understands the finished height of all the buildings.

Vice Mayor Tagliarini explained why his changes were not included in the ordinance. That will be addressed at the upcoming workshop because it does not belong in the ordinance.

Commissioner Kerr suggested including parapet walls and flat roofs under design guidelines, which state that gabled roofs with dormers are encouraged. Director Rowan said the design standards state mechanical units must be located in an inconspicuous area of a building and must be adhered to.

Commissioner Ghovae said that FAR is based on gross and is regulated by the state and county, so they must make sure they do not go above what they require.

Mr. Morris said they wanted to make sure they reduced the bulk of the height of the buildings to make it less imposing. Director Rowan said what was measured on their walkthrough, the highest eave in the Commercial Core, was 44 feet from grade.

Commissioner Kerr said he embraces rebuilding John's Pass Village but wants to do it the right way. He doesn't want it to become the John's Pass Resort area; he wants it to be a reason that people would want to spend their money there. He recommended discussing the item at another workshop because he felt it was not ready.

Commissioner Ghovae agreed. Staff does a good job but needs to slow down so they can describe and explain things to the public.

Commissioner McGeehen agreed that they need another meeting on it because there is no reason to rush it through.

Mayor Brooks disagreed. They have had many meetings about it and have allowed time to ask questions. Currently, there are no design standards to follow. The public provided input, and Community Development considered the input and brought the ordinance forward. The Planning



Commission voted on it following multiple meetings. Forward Pinellas reviewed it and provided their blessing. They should move it forward so they can ensure the integrity of the Village.

Commissioner Kerr said the max FAR is 2.0, and he is not ready to approve 55 feet. That would put buildings 20 feet taller than the highest eave in John’s Pass Village. He cannot vote on it.

Mr. Morris said they are not super detailed drawings; they are to show the height of the buildings and how the setbacks work.

Vice Mayor Tagliarini said that based on the Planning Commission's recommendations, public meetings, and staff meetings, he would be in favor of moving forward with it.

Commissioner Kerr said he was not asking to change the FAR; he does not want buildings taller than any existing structure.

Commissioner Ghovae received confirmation that FAR controls the units per acre. The County regulates both. After seeing the height, he feels more comfortable with it.

Vice Mayor Tagliarini motioned to approve Ordinance 2024-09, Appendix D John's Pass Village Activity Center Development Standards, after 1st Reading and Public Hearing. Commissioner Ghovae seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

**D. Ordinance 2024-10, C-1 refer to Appendix D - 1st Reading & Public Hearing**

City Attorney Tom Trask read Ordinance 2024-10 by title only:

**ORDINANCE 2024-10**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 5. C-1, TOURIST COMMERCIAL OF THE CITY'S LAND DEVELOPMENT CODE TO RENAME IT AS C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER; PROVIDING FURTHER INFORMATION ON PURPOSE AND INTENT OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER DISTRICT; REPLACING THE DEVELOPMENT STANDARDS SET FORTH IN SECTIONS 110-257 THROUGH 110-265 WITH THE DEVELOPMENT STANDARDS SET FORTH IN APPENDIX D (JOHN'S**

**PASS VILLAGE ACTIVITY CENTER DEVELOPMENT STANDARDS); PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Director Rowan said Ordinance 2024-10 amends the C-1 Tourist Commercial Zoning District to refer to the new Appendix D (Ordinance 2024-09) that outlines all the development standards in the John's Pass Village Activity Center Area. The amendment to the Land Development Regulations removes all the previous standards in the Zoning District and renames the district from Tourist Commercial to John's Pass Village Activity Center Zoning District.

Mayor Brooks opened to public comment.

Chuck Dillion, 529 Lillian Drive, commented that it had already been approved by the Planning Commission.

There were no comments by the Board.

Vice Mayor Tagliarini motioned to approve Ordinance 2024-10, amending C-1 refer to Appendix D, after 1st Reading and Public Hearing. Commissioner McGeehen seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**E. Ordinance 2024-11, Rezone John's Pass Village Activity Center Development Standards - 1st Reading & Public Hearing**

City Attorney Tom Trask read Ordinance 2024-11 by title only:

**ORDINANCE 2024-11**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING REAL PROPERTY FROM C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER, C-2 JOHN'S PASS MARINE COMMERCIAL, C-3 RETAIL COMMERCIAL, C-4 MARINE COMMERCIAL, PD PLANNED DEVELOPMENT, AND R-3 MEDIUM DENSITY MULTIFAMILY RESIDENTIAL ZONING DISTRICTS TO C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER FOR THE AREA AS SET FORTH IN THE ACCOMPANYING LEGAL DESCRIPTION AND PARCEL IDENTIFICATION NUMBERS LISTED IN EXHIBIT A ATTACHED**

**HERETO AND HEREBY MADE A PART OF THIS ORDINANCE; PROVIDING FOR FUTURE REVITALIZATION AND DEVELOPMENT WITHIN THE ACTIVITY CENTER CATEGORY TO BE CONSISTENT WITH AND PURSUANT TO THE PROCEDURES, GUIDELINES AND STANDARDS OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER PLAN AS ADOPTED BY ORDINANCE 2023-01; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.**

The City Attorney read a summary of the ordinance and read the procedures of a quasi-judicial hearing. There were no ex-parte communication or conflicts of interest to disclose. There was one affected party. The City was the applicant and would present first.

He administered the Oath to the witnesses, Joseph Petraglia, Planning Technician; Andrew Morris, Long Range Planner; Jenny Rowan, Community Development Director; Marci Forbes, Community Development Engineer; and the affected party [Name was unclear in the meeting video].

City Presentation

Director Rowan explained the item. Ordinance 2024-11 rezones the entire JPV Activity Center area to C-1, John’s Pass Village Activity Center Zoning District. The future land use in the Madeira Beach Comprehensive Plan is Activity Center and designated Activity Center with the Countywide Plan Map. All three maps and plans/regulations (Countywide Plan, Madeira Beach Comprehensive Plan, and Madeira Beach Land Development Regulations) will be consistent with the John’s Pass Village Activity Center Plan (Special Area Plan) once Ordinance 2024-11 is adopted.

Commissioner Ghovae asked if the zoning of the property to the west of Gulf Blvd. went to the CCC Line. Mr. Morris said yes, but it is preservation area on the Future Land Use Map. That could be rezoned in the future.

The affected party had no comments.

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

Vice Mayor Tagliarini motioned to approve Ordinance 2024-11, Rezone John's Pass Village Activity Center to C-1 John’s Pass Village Activity Center, after 1st Reading and Public Hearing. Commissioner Ghovae seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

**F. Ordinance 2024-12, Amending C-2 to reserve - 1st Reading & Public Hearing**

City Attorney Tom Trask read Ordinance 2024-12 by title only:

**ORDINANCE 2024-12**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, DELETING DIVISION 6. JOHN'S PASS MARINE COMMERCIAL, SECTIONS 110-286 THROUGH 110-295 OF CHAPTER 110 ZONING, ARTICLE V. DISTRICTS OF THE CITY'S LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Director Rowan said Ordinance 2024-12 removes all standards in the C-2 John's Pass Marine Commercial Zoning District and relabels the district as reserved. C-2 Zoning District encompasses all the land along the boardwalk in the John's Pass Village area, which will be designated C-1 John's Pass Village Activity Center Zoning District, which has its own standards within Appendix D.

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

Commissioner Ghovae asked if they would be creating any non-conformity with the zoning change. Director Rowan said not with Appendix D and the development standards.

Commissioner McGeehen motioned to approve Ordinance 2024-12, Amending C-2 to reserve, after 1st Reading and Public Hearing. Commissioner Ghovae seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**G. Ordinance 2024-13, C-3 to be consistent with MBTC SAP - 1st Reading & Public Hearing**

City Attorney Tom Trask read Ordinance 2024-13 by title only:

**ORDINANCE 2024-13**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 7. C-3, RETAIL COMMERCIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE COMMERCIAL CORE AND TRANSITIONAL CHARACTER DISTRICTS FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Director Rowan reviewed the item. Ordinance 2024-13 was prepared for the C-3 zoning district to be consistent with MBTC SAP amends the C-3, Retail Commercial Zoning District to reference properties within the PR-MU Future Land Use Category and other minor updates (including townhomes as an allowed use and open rooftop uses as a special exception).

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

Vice Mayor Tagliarini motioned to approve Ordinance 2024-13, C-3 to be consistent with MBTC SAP amends the C-3 Retail Commercial Zoning District to reference properties within the PR-MU Future Land Use Category and other minor updates including townhouses as an allowed use and open rooftop uses as a special exception, after 1st Reading and Public Hearing. Commissioner McGeehen seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**H. Ordinance 2024-14 C-4 to be consistent with MBTC SAP - 1st Reading & Public Hearing**

City Attorney Tom Trask read Ordinance 2024-14 by title only:

**ORDINANCE 2024-14**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 8. C-4, MARINE COMMERCIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE CAUSEWAY CHARACTER DISTRICT FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Director Rowan said the ordinance brings all the development standards within those character districts within the C-4 Zoning District over from the Special Area Plan and puts them into the Land Development Regulations. The two additions, the open rooftop balcony and elevated terrace uses, if commercial or accessible to more than one temporary lodging vacation rental or residential unit, must go through the special exception use process and allow townhouses to be permitted use.

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

Mayor Brooks said each of the ordinances has gone to Forward Pinellas and approved by them.

Commissioner McGeehen motioned to approve Ordinance 2024-14, C-4 to be consistent with MBTC SAP, after 1st Reading and Public Hearing. Vice Mayor Tagliarini seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**I. Ordinance 2024-15, R-3 to be consistent with MBTC SAP - 1st Reading & Public Hearing**

City Attorney Tom Trask read Ordinance 2024-15 by title only:

**ORDINANCE 2024-15**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS,**

**DIVISION 4. R-3, MEDIUM DENSITY MULTIFAMILY RESIDENTIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE BEACHFRONT, CAUSEWAY, AND PENINSULA CHARACTER DISTRICTS FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Director Rowan said the ordinance is similar to the other two. It brings all the development standards from the Special Area Plan into the Land Development Regulations and allows townhouses to be a permitted use and open rooftop balcony and elevated terrace uses as a special exception use, which must go through the special magistrate.

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

Vice Mayor Tagliarini motioned to approve Ordinance 2024-15, R-3 to be consistent with MBTC SAP, after 1st Reading and Public Hearing. Commissioner Ghovae seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**J. Ordinance 2024-16, Fees & Collection Procedures Manual FY 2024 Update #2 - 1st Reading & Public Hearing**

City Attorney Tom Trask read Ordinance 2024-16 by title only:

**ORDINANCE 2024-16**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE FEES AND COLLECTIONS PROCEDURE MANUAL; REPEALING ORDINANCE 2024- 05; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

Finance Director Andrew Laflin said the item was presented at the workshop. The following changes were made:

- Development Services – Site Plan Review and Zoning update.
- Finance Department – Parking Fee increase from \$3.00 to \$4.00 an hour.
- Fire Department – Short Term Vacation Rental Inspection - Annual \$100.00
- Municipal Marina – Transient, Wet Slip & Dry Storage rental fee update.

Mayor Brooks opened to public comment.

Chuck Dillion, 529 Lillian Drive, wanted to know if any of the increases to the parking fees would go toward the parking garage.

Mayor Brooks said part of the changes for approval would be a savings to people who are building. The fee was removed for the submittal of a preliminary site plan and additional site plan review submittals. They reduced the Land Development Regulation interpretation fees and made it one flat fee. Part of the \$4.00 increase in parking fees will go toward building the parking garage. The annual \$100 short-term vacation rental inspection fee has been removed.

The City Manager said they also updated the various fees in the Marina operations that go into the Marina Fund.

Commissioner Kerr motioned to approve Ordinance 2024-16, Fees & Collection Procedures Manual FY 2024 Update #2, after 1st Reading and Public Hearing. Commissioner Ghovae seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

**K. Ordinance 2024-17, Business Tax Receipt Fee Update - 1st Reading & Public Hearing**

City Attorney Tom Trask read Ordinance 2024-17 by title only:

**ORDINANCE 2024-17**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 62 TAXATION, ARTICLE II LOCAL BUSINESS TAX, SECTION 62-60 LOCAL BUSINESS TAX SCHEDULE OF THE CITY'S CODE OF ORDINANCES TO INCREASE THE LEVY OF THE**



**LOCAL BUSINESS TAX FEES BY FIVE PERCENT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Director Rowan said their business tax receipts have not been updated since 2014. They are allowed to increase it by 5% every other year. The proposed ordinance reflects a 5% increase in the business tax receipts across the board.

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

Mayor Brooks said the fees collected go to the General Fund and are not allocated towards any specific spending but the General Fund.

Vice Mayor Tagliarini motioned to approve Ordinance 2024-17, Business Tax Receipt Fee Update, after 1st Reading and Public Hearing. Commissioner McGeehen seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**11. UNFINISHED BUSINESS**

**12. NEW BUSINESS**

**A. Resolution 2024-04, Adoption of Section 125 Cafeteria Plan**

City Attorney Tom Trask read Resolution 2024-04 by title only:

**RESOLUTION 2024-04**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A SECTION 125 CAFETERIA PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Finance Director Laflin said the purpose of the resolution is to memorialize a plan document for health and other benefits for employees to ensure compliance with IRC, Internal Revenue Codes, Section 125.

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

Commissioner Ghovae motioned to adopt Resolution 2024-04, Adoption of Section 125 Cafeteria Plan. Commissioner Kerr seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

**B. Resolution 2024-05, Holiday Halfathon Road Closure**

City Attorney Tom Trask read Resolution 2024-05 by title only:

**RESOLUTION 2024-05**

**A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, ESTABLISHING:**

**SUNDAY, DECEMBER 22, 2024**  
**SUNDAY, DECEMBER 21, 2025**  
**SUNDAY, DECEMBER 20, 2026**  
**SUNDAY, DECEMBER 19, 2027**  
**SUNDAY, DECEMBER 17, 2028**

**AS THE DATES FOR THE ANNUAL FLORIDA GULF BEACHES HOLIDAY HALFATHON, STARTING IN MADEIRA BEACH ADJACENT TO CITY HALL, SOUTH TO MADEIRA WAY, WEST TO GULF BOULEVARD, HEADING NORTH IN THE NORTHBOUND LANES OF GULF BOULEVARD TO INDIAN SHORES; ALLOWING TEMPORARY ROAD RESTRICTIONS TO BE CREATED BETWEEN 6:00 A.M. AND 9:00 A.M., TO BE FIELD ADJUSTED AS NECESSARY BY THE PINELLAS COUNTY SHERIFF'S OFFICE; AUTHORIZING THE CITY MANAGER TO SIGN THE FLORIDA DEPARTMENT OF TRANSPORTATION APPLICATIONS, PROVIDED BY THE RACE DIRECTOR, FOR TEMPORARY CLOSING OF A STATE ROAD; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Recreation Director Jay Hatch said it is the fourth time doing it for the Gulf Beaches Holiday Halfathon. The City supports the event through the temporary single road closure. The resolution secures the road closure for the event dates listed.

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

Commissioner McGeehen motioned to adopt Resolution 2024-05, Holiday Halfathon Road Closure. Vice Mayor Tagliarini seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

**C. Appointments – Civil Service Commission**

The City Attorney said there is a vacancy on the Civil Service Commission with a partial term expiring on October 30, 2026, and two expiring terms on October 30, 2024. There were two applicants, one is from a current member, Paul Tilka. The other current member, Christina Ponte, did not want to apply for reappointment.

Applicants:

- James Michael Paul
- Paul Tilka

The recommendation for the Board of Commissioners is as follows:

1. Appoint James Michael Paul to serve as a member of the Civil Service Commission for a partial term expiring on 10/30/2026.
2. Appoint Paul Tilka to serve as a member of the Civil Service Commission for a new term expiring on 10/30/2027.

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

Commissioner Kerr motioned to approve the staff's recommendation to appoint James Michael Paul and Paul Tilka to serve on the Civil Service Commission. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Kerr	"YES"
Commissioner McGeehen	"YES"
Vice Mayor Tagliarini	"YES"
Commissioner Ghovae	"YES"

Mayor Brooks "YES"

The motion carried 5-0.

#### **D. Appointments – Planning Commission**

The City Attorney reviewed the item. There is a vacancy on the Planning Commission due to the resignation of a member who was appointed on July 10, 2024, to serve on the Board of Commissioners and two expiring terms on 9/30/2024. The applicant appointed to fill the vacancy is for a partial term expiring on 9/30/2025. The recommendation is to fill the vacancy and the two expiring terms. The Commission members will select three out of the five applicants listed on the ballot. Two of the applicants are current members with the expiring terms: John Meagher and John Connolly.

Applicants:

- Mark Cloud
- Whitney Duenas Richardson
- Randall Keys
- John Meagher
- John Connolly

The three applicants in attendance, John Connolly, Whitney Duenas Richardson, and Randall Keys, gave their backgrounds and reasons for wanting to serve on the Planning Commission.

The City Clerk provided a ballot to each of the Commission members to mark three selections and read aloud each Commission member's selection, which are as follows:

Mayor Brooks

- Mark Cloud
- John Meagher
- John Connolly

Vice Mayor Tagliarini

- Mark Cloud
- John Meagher
- John Connolly

Commissioner Kerr

- Mark Cloud
- Randall Keys
- John Meagher

Commissioner McGeehen

- Whitney Duenas Richardson

- Randall Keys
- John Connolly

Commissioner Ghovae

- Mark Cloud
- John Meagher
- John Connolly

The City Clerk tallied the votes and read the totals aloud as follows:

- Mark Cloud 4
- Whitney Duenas Richardson 1
- Randall Keys 2
- John Meagher 4
- John Connolly 4

The City Clerk announced that the three applicants with the highest votes were:

- Mark Cloud 4
- John Meagher 4
- John Connolly 4

Mayor Brooks thanked the applicants for applying and coming to the meeting.

**13. CONTRACTS/AGREEMENTS**

**A. Contract Approval RFP 2024-06 City Facility Cleaning Services**

Director Megan Wepfer reviewed the item and said it was discussed at the workshop meeting. The contract is with American Janitorial, Inc. for an annual base price of \$136,319.44. The savings to the City would be upwards of \$14,000 annually, which will be broken up into several different departments.

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

Vice Mayor Tagliarini motioned to approve the City Facility Cleaning Services Agreement with American Janitorial, Inc. for a three-year term with two one-year optional renewals for \$136,319.44 annually. Commissioner Ghovae seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

#### **14. AGENDA SETTING – August 28, 2024 BOC Regular Workshop Meeting**

- A. PCPAP City of MB Right-of-Way (ROW) Map Information – Election Candidates Campaign Sign Placement**
- B. Commission Districts**
- C. Flood Insurance Update/Homestead Issue – Letter to State**
- D. ITB #24-07 Award of Bid for Awning over Parking/Storage area at Fire Station**
- E. ITB #24-08 Archibald Park Bathroom Project**
- F. RFQ 24-09 Construction Manager At-Risk N Redington Fire Station**
- G. Approval of 2024 EMS ALSFR Agreement & FY25 ALSFR Budget**
- H. Seawall Repair/Replacement RFP 2024-03**
- I. Alcohol, Noise, and Special Events**

Mayor Brooks said in the public comment at the beginning of the meeting there was a request about short-term rentals. That is an item that the City Manager will be bringing to the September workshop meeting to discuss short-term rental enforcement and code enforcement on tall grass and derelict items in the yards.

The City Manager reviewed the workshop items listed on the agenda for the August workshop meeting.

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

#### **15. REPORTS/CORRESPONDENCE**

- **Board of Commissioners – 2024 BOC Scheduled Meetings**

The City Clerk said there would be a change to the meeting schedule. Where she listed the upcoming Commission seats for the candidate qualifying period, she will add the Mayor with Districts 3 and 4.

- **City Attorney**

No report.

- **City Clerk – August 2024 City Clerk's Report**

The City Clerk encouraged everyone to read the history of the Madeira Tomorrow Project in the City Clerk's Report.

Mayor Brooks asked about the Laserfiche project where the City's history will be uploaded to. The City Clerk gave an update and said she hoped to have the public portal available by the middle of September. Mayor Brooks said when sitting with the City Clerk's Office she

found Laserfiche to be a cool software. It will be a fun and neat place to read about the City's history. Not everyone knows about the history of Madeira Beach. Laserfiche will be a user-friendly portal for searching old documents and reading about the City's history.

The City Manager said the purpose of the Laserfiche software is public usage. The public will be able to access thousands of pages of documents, from meeting minutes, agendas, contracts, and agreements to projects the City approved. It will be a wealth of where the meat of the City will be located. It is essentially the repository of the City of Madeira Beach, a place to make almost every document available to the public. A lot of cities are using Laserfiche.

The City Clerk said it would be a starting point, the first time using that type of program. There will probably be tweaks to be made, so she welcomes feedback from everyone on the program because they want it to be a great program.

- Tropical Storm Debby – Commissioner Ghovae said they weathered the storm really well. He recognized the City Manager for doing a wonderful job for the City. He was dedicated and worked tirelessly all over the place. The Mayor recognized the City Manager, fire department, public works department, and the recreation department for doing an amazing job. Their wonderful staff pulls and works together to do what needs to be done.
- Commissioner Ghovae said the Trash Pirates did an amazing job cleaning the beaches.
- **City Manager**

The City Manager thanked everyone for doing a great job during the storm and for the preparation and cleanup afterward. He invited everyone to attend upcoming public meetings and events.

## 16. ADJOURNMENT

Mayor Brooks adjourned the meeting at 8:34 p.m.

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Anne-Marie Brooks, Mayor

ATTEST:

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Clara VanBlargan, MMC, MSM, City Clerk



## MINUTES

### BOARD OF COMMISSIONERS BUDGET WORKSHOP MEETING AUGUST 28, 2024 4:00 p.m.

The City of Madeira Beach Board of Commissioners held a budget workshop meeting at 4:00 p.m. on August 28, 2024, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

**MEMBERS PRESENT:** Anne-Marie Brooks, Mayor  
David Tagliarini, Vice Mayor/Commissioner District 1  
Ray Kerr, Commissioner District 2  
Eddie McGeehen, Commissioner District 3  
Housh Ghovaae, Commissioner District 4

**MEMBERS ABSENT:**

**CHARTER OFFICERS PRESENT:** Robin Gomez, City Manager (Absent)  
Clara VanBlargan, City Clerk  
Andrew Laflin, Finance Director/City Treasurer  
Thomas Trask, City Attorney

#### 1. CALL TO ORDER

Mayor Brooks 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. FY 2025 Budget Workshop #5

Finance Director Consultant Andrew Laflin reviewed the item and changes made from the previous budget workshop.

Mayor Brooks opened to public comment:

Doug Andrews, 13601 Gulf Blvd. business address, expressed concerns about the Parking Fund and the Promotions and Public Relations budget line item. There are not enough historical



perspectives about them. It only goes back to FY 2023 in the budget, which makes it tough to gauge how a department is doing and what they have done in the past regarding the amount of growth or non-growth. Four or five years of data and more line-item descriptions would help make a better determination. Each department head should be defending the budget so individual questions can be asked, for they know it better than anyone. The Board of Commissioners is responsible for the final numbers.

- Page 53. Parking Management – according to the revenues collected in FY 2023, it was \$3.54 million, and the expenditure was \$2.43 million. The Parking Fund gained about \$1.1 million in revenue. They netted more money in 2018 than in 2023. The Board approved what was put forward for FY 2023. The revenue was supposed to be about \$3.9 million. They will miss projections by about \$600,000 in FY 2025. The adopted budget must be balanced. The missing \$600,000 must be recouped from revenue when balancing the budget. In the budget last year, they approved losing \$400,000. That probably had to do with the parking garage; with the new revised number, it is a little over \$2 million. When looking at the funded positions in all departments from 2018 to now, a lot of the increases has to do with cost-of-living increases, etc., and they no longer can hire anybody at \$8 an hour. If the City put the parking out to bid, they could probably get somebody to give the City \$25 million a year straight up for parking and eliminate all the expenses.
- FY 2025, Department Line Item 548000, Promotions & Public Relations:
  - Page 17, Board of Commissioners \$5,000
  - Page 20, City Clerk \$3,000
  - Page 23, City Manager \$60,000
  - Page 25, Community Development \$5,000
  - Page 28, Fire Department \$14,000
  - Page 35, Non-Departmental \$2,000
  - Page 40, Recreation Department \$258,225
  - Page 51, Marina \$27,000

Mr. Andrews said the total Promotions & Public Relations budget for the eight divisions for FY 2025 is \$374,255. It equates to 2.3% of the entire budget of \$16,252,000. The question is, what is that for? There is nothing in the budget that says that. It is explained in the 2018 budget but not in the 2025 budget. The numbers increased from \$100,500 in 2018 to \$374,255 in 2025. That is a huge increase. What is it for?

Mayor Brooks said she talked this week with different people and Mr. Laflin regarding the Promotions and Public Relations budget. She asked Mr. Laflin to explain.

Mr. Laflin said it could be used for different things in each department. Recreation and the Marina are the largest, event driven. For some of the other departments, it would be for meetings and lunches provided at the meetings. For the FY 2026 budget workshops, he could incorporate that

information and information for other budget line items that the Board would like to see. He explained how the public could locate the information on the City's website.

Commissioner Kerr said it was something to keep their eyes and fingers on. Mayor Brooks said community input is great. She would like to get it earlier in the budget process.

Commissioner Ghovae asked how they get the community more involved. No one is at the meeting. There is no accessibility through media or the website. Mayor Brooks said it was the Board's responsibility to get people involved. Unfortunately, they do not get a lot of input until they start a project, and the City puts out the information on social media.

Commissioner Ghovae said he appreciated the input from Doug Andrews. He touched on items he agreed with. He does not understand a lot of the items in the budget. He would like to spend time speaking with staff before the public meetings to get a better understanding. The Mayor suggested speaking with Mr. Laflin for a better understanding.

Commissioner Ghovae asked Mr. Laflin to explain the Fund Balance/Net Position Available because it was information to make the budget balance. Mr. Laflin explained.

Commissioner Kerr asked how they are trending on the operating budget. Everything that drives the end number will increase yearly by a certain percentage. The way it is broken down is a great asset. Mr. Laflin said that according to their latest audited financial statements for the year ending September 30, 2023, they have about \$25 million in total Fund Balance for all their governmental funds.

Commissioner Kerr said that as they sit there going through the process, in his mind, the biggest piece of what they are doing is the \$20 million budget for operating expenses, and he asked how the needle is moving. What they approved in the last two years impacted the operating costs. They all had agreed it was something needed, and it showed their support for staff, fire, and EMS, and keeping a great staff there. The benefits outrode the costs in their mind when making those votes. But is it sustainable to keep that with the revenue increases they get each year? Revenues and expenses are increasing, so they maintain the millage rate. It would be great to understand what that chart looks like regarding their operating costs. Commissioner Ghovae said that is why the history of what they do is important.

Mr. Laflin said at a future meeting he could provide a multi-year historical analysis of revenues and expenditures and pull out the capital the same way. Commissioner Kerr said they could push capital off for five years or double up if they want to, but operating is committed to every year.

Mayor Brooks said there was no public in attendance to make public comments.

## **5. ADJOURNMENT**

Mayor Brooks adjourned the meeting at 4:55 p.m.

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Anne-Marie Brooks, Mayor

ATTEST:

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Clara VanBlargan, MMC, MSM, City Clerk

DRAFT



**MINUTES**

**BOARD OF COMMISSIONERS**  
**REGULAR WORKSHOP MEETING**  
**AUGUST 28, 2024**  
**6:00 p.m.**

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 6:00 p.m. on August 28, 2024, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

**MEMBERS PRESENT:** Anne-Marie Brooks, Mayor  
David Tagliarini, Vice Mayor/Commissioner District 1  
Ray Kerr, Commissioner District 2  
Eddie McGeehen, Commissioner District 3  
Housh Ghovae, Commissioner District 4

**MEMBERS ABSENT:**

**CHARTER OFFICERS PRESENT:** Robin Gomez, City Manager (Absent)  
Clara VanBlargan, City Clerk  
Andrew Laflin, Finance Director, City Treasurer (Absent)  
Thomas Trask, City Attorney

**1. CALL TO ORDER**

Mayor Brooks 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**

There were no public comments.

**4. FIRE**

**A. Presentation to Lt. Andrew Childers**

Fire Chief Clint Belk recognized Lt. Childers for 12 years of outstanding service. His last day with the Madeira Beach Fire Department will be September 2, 2024

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

### **B. ITB #24-07 Awning Over Parking Pad/Storage at the Fire Station**

Fire Chief Clint Belk said staff placed ITB #24-07 to construct an awning over the parking pad/storage area at the Fire Department. Three bids were received, and the Bid Review Committee chose Muratte Construction to construct the awning over the parking/storage area at the fire station for \$26,647.66. The project is expected to take 120 days after approval and permitting.

Chief Belk responded to questions and comments from the Board.

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

The consensus of the Board was to move forward.

### **C. Approval of Construction Manager at Risk for Redington EMS Station**

Chief Belk said it was the first step in constructing the Redington EMS Station, for which Madeira Beach is the project manager for North Redington Beach and North Redington Shores. They put it out to bid and received responses. The Selection Committee chose the proposal from Biltmore. The Selection Committee consisted of Mayor Queen from North Redington Beach, himself and Trish Eaton, Allie Lollis from Public Works, and Robin Gomez.

Chief Belk responded to questions and comments from the Board.

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

The consensus of the Board was to move forward.

### **D. Approval of 2024 Emergency Medical Services ALS First Responder Agreement and FY 25 ALSFR Budget**

Chief Belk said it is a contract for Pinellas County to provide medical services because they do not provide fire suppression services. They enter an agreement with Pinellas County every two years. This year, they decided to mirror the new Sunstar contract, which is five years, and extend the City's contract. It does not affect the ALS budget and will continue coming to the City annually to make any adjustments needed. This year's budget is 19.49% higher than last year's budget. They are allowed a 3% increase, and if there is justification for an increase higher than 3%, they are allowed to increase it by more than 3%. It then goes to the Pinellas County Board of Commissioners for approval. So far, they have approved the increases based on the justification provided.

Chief Belk responded to questions and comments from the Board.

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

The consensus of the Board was to move forward.

## 5. BOARD OF COMMISSIONERS

### A. Flood Insurance Update/Homestead Issue – Letter to State

Commissioner Kerr said he was tasked to write a letter to support his thoughts on flood mitigation. He had been referencing it as the Homestead Relief Act. He outlined that the MySafe Florida Home, a statewide program for Florida, was for wind mitigation, not flood mitigation. He wanted to get as much information as possible without going overboard in a letter to send to their state representatives. They could share it with the other cities along the beaches in the Big C. Flooding is a big issue; you do not have to be on the coastline. For people to try raising their homes or rebuilding them and still have the same density, he does not know why they should be impacted by their property insurance escalating so they cannot afford to stay in their home. It also gives the opportunity to decrease the maximum taxable property tax value from 3% to 2%. He wanted to put it before the state to see if they could get some traction to get a vote on it. It would help with the home insurance crises. Research showed that since 2014, Florida has consistently been in the top three paying the highest insurance premiums nationwide. Four out of those eight years, Florida was the number one.

Commissioner Kerr said the letter was a draft; he was open to wordsmithing and ideas.

Mayor Brooks opened to public comment. There was no public comment.

Vice Mayor Tagliarini said he appreciated Commissioner Kerr's hard work. He did not see anything to change and recommended it going forward.

Commission Ghovae suggested adding that Madeira Beach is probably the only City using four feet of freeboard above FEMA regulation, which should count for lower flood rates. Other cities are lower than four feet. With four feet of freeboard, the flood rate should be much lower, and flood insurance costs should be reduced.

Mayor Brooks suggested that Community Development review the letter and provide any feedback they might have. The letter can be brought back to the next meeting for a vote to move it forward. Commissioner Kerr said when he submitted the letter to Robin, he copied them on it. They have had an opportunity to look at it but not necessarily a chance to respond.

Marci Forbes, Community Development Engineer, said she looked at it but did not discuss it as a team. However, she did see an opportunity to clarify a few things that would be helpful. She could share a website dashboard with information that could be included. The letter was very well written, and she could see where they were headed.

Mayor Brooks asked Ms. Forbes to make the changes in the letter and provide it to Commissioner Kerr within the next week. Commissioner Kerr could then put his stamp on it. That could come before the Commission at their next meeting.

Commissioner McGeehen agreed with the Board and asked for clarification on the two percent maximum property tax increase that may require non-homestead residential and commercial properties to absorb any unrealized taxes from homestead properties. Commissioner Kerr explained.

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

**B. PCPAO City of MB Right-of-Way (ROW) Map Information – Election Candidates Campaign Sign Placement - Sign Codes**

Commissioner Kerr asked how people would know they were in violation.

Andrew Morris, Long Range Planner, said he included a link to the Pinellas County Property Appraiser's website. He showed the maps on the site and the location of the rights-of-way. The source is available and easily accessible to the public. Everything is labeled.

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

Vice Mayor Tagliarini suggested including a copy of the maps in the candidate packets. Mr. Morris explained the difficulty in printing them.

Commissioner Kerr said there had not been an issue in residential areas and suggested making the ordinance only apply to the main thoroughfares.

Mayor Brooks said she would not have an issue with it. If they are not policing the signs in the neighborhoods and it is just on the main thoroughfares, she would be curious to know how many complaints the City or the Sheriff's Department received regarding over signage in residential neighborhoods, whether that has ever been an issue. She lives on 150<sup>th</sup> and sees the signs that go out on the main thoroughfares much more often than those in the residential neighborhoods.

Vice Mayor Tagliarini said that when putting out signs in the residential neighborhoods, the only discrepancy he saw was that someone had put a sign on a telephone pole. Whether or not they actively enforce the ordinance, they keep those ordinances in place to address any discrepancies. They would know what is and is not allowed. Commissioner Kerr said the ordinance states that putting signs on a telephone pole is prohibited.

Commissioner McGeehen said he did not see a problem in the residential areas. They should include in the ordinance the penalty for violating the sign code or stealing someone's signs and let the people know what it is. Vice Mayor Tagliarini said the information in the candidate packet outlines that.

The City Clerk said she included the City's code sign information in the candidate packet and would add the link to the property appraiser.

Commissioner Ghovae said political signs should always be on private property. The people helping a candidate put out signs are not surveyors. They may put signs anywhere. If in the right-

of-way, they take a chance at losing that sign by the Sheriff's Department. He would not want to overthink it. There must be an agreement between the candidate and the property owner to place a sign on private property.

Mayor Brooks said the City has a collection of signs placed illegally.

Commissioner Kerr said who cares in a residential area. That is not where they had an issue when they had the mayoral election.

## 6. COMMUNITY DEVELOPMENT

### A. John's Pass Village Activity Center Standards

Ms. Forbes explained the item. Ordinance 2024-09 Appendix D is John's Pass Village Activity Center development standards. Since the approval of the first reading, they have made changes to the ordinance based on feedback given during the last meeting. She explained the following changes made to the ordinance:

1. On Page 197 in Section D-107, Setback Requirements, they added verbiage, "Setbacks are the minimum required distance from the property lines to the outermost vertical component of a building wall. Stepbacks are measured from the lowest floor facade of the building." For clarification, if you are already meeting the setback, you must have that stepback. It does not preclude you from putting the stepback when you build. It was added to the drawing the Commissioners received in the packet.
2. On Page 200 in Section D-108, Maximum Building Height, the following changes were made:
  - a. They added verbiage in the first sentence to say, "The following maximum building heights are measured from Design Flood Elevation in the John's Pass Village District to the eave line 'or highest point of a flat roof' of the building."
  - b. In Commercial Core paragraph 2a, they lowered the lots equal to or less than  $\frac{1}{4}$  acre in size from 34 feet to 30 feet.
  - c. In Commercial Core paragraph 2b, they changed the verbiage for lots between  $\frac{1}{4}$  acre to  $\frac{1}{2}$  acre to lots "larger than  $\frac{1}{4}$  acre" in size: 44 feet, not to exceed 3 stories over ground floor commercial.
  - d. In Commercial Core paragraph 2c, they struck out the sentence, "Lots equal to or larger than  $\frac{1}{2}$  acre in size: 55 feet not to exceed 4 stories over ground floor commercial."
  - e. In Traditional Village paragraph 5a, they changed the verbiage for lots equal to or less than  $\frac{1}{2}$  acre from 34 feet to "30 feet," not to exceed 2 stories over ground floor commercial, so they end up with a maximum of four stories.

Mr. Morris showed PowerPoint slides throughout the discussion.

Mayor Brooks opened to public comment.



Jeff Beggins said he had followed the discussion for the last couple of years. He asked if the criteria for commercial core had changed since the ordinance was approved on first reading a couple of weeks ago, dropping it from four stories to three stories. It passed on the first reading and asked if there was another meeting since then to reduce it.

Ms. Forbes said it did change based on the conversations from the previous BOC meeting. They did have it for the larger of the lots. It was 55 feet, not to exceed four stories over ground floor parking. It was the first time the changes were published.

Mr. Morris said the proposed changes presented were not adopted at first reading. At the second reading, the proposed changes would be included in the motion to be approved in the ordinance. It is similar to the second reading when the land use was done. Some reductions in density were done at the second reading. It was adopted at the first reading as is in the ordinance and advertised in the legal ad.

Mr. Beggins asked who recommended the proposed changes. Ms. Forbes said it was kind of based on feedback they received at that meeting and having a meeting with Commissioner Kerr regarding the heights. They took that feedback to come up with a happy medium, considering the heights in the comprehensive plan and not wanting to go any lower than those. Four stories seem to be the best compromise.

Mr. Beggins said it was unanimously approved at the meeting. It never came up in the multiple meetings he attended prior to that. It does not make sense that one opinion changed that. Ms. Forbes said she did not want to imply that it was just one person's opinion, but they also worked hard on it and wanted to ensure they had something that did pass and worked for everybody.

City Attorney Tom Trask said there are two public hearings, so it did not pass at the first meeting. They often have either substantial or minor changes between the first and second reading. If a substantial change they require a third public hearing. If it is a minor change, which it may fall into, it would only require a second hearing. At the second reading, there would be a motion to approve the ordinance as presented with a notation that the following changes have been made since the first reading.

Bill Karns, 400 150<sup>th</sup> Avenue, said it looks like the change only affected the commercial core area, and everything else stayed as approved. The Activity Center has been kicked down the road more than he could remember. He was told it would be about an eight-month process when he purchased property in John's Pass. It is three years. He is the largest property owner in the commercial core area. He felt the change directly affected him and did not like it or anything about it. It seems like at the twelfth hour, they are knocking one floor off. It probably will not affect him, but it will affect the City. He wanted to give the City parking when redeveloping his property. The City is looking to spend millions of dollars to get parking, and he wants to give the City parking. It eliminates any possibility of providing the City with anything. He had provided so many things to the City over the 20-plus years he has been there, trying to be a good neighbor.

Commissioner Ghovae asked how the height would be measured. Ms. Forbes said the height provided is to the eave line or the top of the flat roof. There is nothing from the ground regarding

footage measurement, but they will only start measurement at DFE. They did the same thing in the traditional Village. They lowered it from 34 feet to 30 feet above DFE.

Commissioner Ghovae asked if any deviation in height could go before the Special Magistrate. Mr. Morris said the height is locked in the zoning. It would have to be rezoned to a plan development to have flexibility on the height. The goal for John's Pass was to lock in the height limits and other standards to try to make other developments follow that. They would still need to meet the design standards and guidelines.

Commissioner Ghovae asked about the criteria for PD zoning to allow for a higher height if incentives were provided. Ms. Forbes said the PD would allow for that. Other limitations also apply. They do not want to set up a system that encourages PDs, but instead, they want something reasonable and buildable by right.

Mayor Brooks said they voted on the heights at the last meeting. They talked about height for over a year. Commissioner Kerr had spoken about lowering it, and Vice Mayor Tagliarini motioned to go forward with the ordinance, and they all voted yes. After many exhaustive conversations with residents, public meetings, and tours at John's Pass, the Planning Commission discussed it, and the Board voted on it at the last meeting. When the discussion came up about lowering the heights at their last meeting, she said nobody was there to ask them to go lower. Lowering the heights would only encourage plan developments. She thought they had been proposing numbers that were based on existing buildings. To totally change the commercial core, what about the parking garage? There is already a parking garage there. It is six stories with retail and parking; you cannot tell it is six stories. They had all talked about keeping some consistency with that, so she fails to understand why they are talking again about reducing height and trying to keep what is there. No matter how much land someone owns, they would only be required to build a little building so big, along with other requirements that must be met. At this stage, she does not understand voting on the height of the commercial core and changing the traditional Village.

Commissioner Kerr directed the Board to Page 198, Section D-107, Setback Requirements, paragraph 2, Commercial Core, a. Front Yard. Subjection i says, "Buildings one story high: 0 feet minimum to 10 feet maximum." He asked what 0 minimum setback meant. Ms. Forbs said they could be at their property line. When they did the walkthrough, some buildings were right on the property line, especially on the back of the Boardwalk. Those buildings are right up to the property line.

Commissioner Kerr said he did not call a meeting to speak with the City staff about making any changes. The City Manager had asked to meet with him and get his thoughts on lowering the height because he was the one who spoke most about it. Community Development staff were also at that meeting. He was surprised to see it at a Board meeting to vote on because, typically, they get to see things at a workshop after it has gone to the planning commission before it comes to them at a workshop before going to a regular meeting to vote on.

Commissioner Kerr said that currently, throughout the commercial core, as it stands before any of it passes, the highest building is 35 feet from grade to the top of the roof. Mr. Morris said, as shown on the plans, that it is 49 feet from grade. Commissioner Kerr said it would meet that standard if

they were to build something down there. He does not know what the current zoning is. Mr. Morris said he did not know about that specific one, but it looks like some variances were done with the parking garage. Commissioner Kerr asked if he could build something by right without getting any variances. He did not want to take away anything. If anything, he wants to show they are adding value to property in the Village.

Mayor Brooks said she did not see where this would change the Village's character. The Village is going to expand and will have changes. Parking lots will go away and become buildings. They are either coming back to them, or they will build it by right. You cannot discount there is a parking garage there. Changing the recommendation after all the public meetings and conversations is a drastic change. It is a significant change from what was originally recommended to them for the Village.

Commissioner McGeehen said he agrees with the Mayor. He would accept going back to the original proposal presented to them at the first reading when they approved it. If they change it, they will only encourage PDs. He did not think it would hurt the character of John's Pass but would bring in more revenue for the City and make more parking available to people that want to come here.

Commissioner Kerr said he would accept what is written now to strike 55 feet, which is really 65 feet from grade to the eave. Fifty-five feet would be taller than anything built in the Village. He would vote for that. He thought the Village would be better served at 34 feet, but he would agree with the 44 feet at the eave. Commissioner Kerr said the character of the Village is where his heart is. To him, 55 feet would ruin the character of the Village. He would not be a part of that vote and would hold his head high with his neighbors and say he did not vote for it.

Commissioner McGeehen thought 44 feet from the design flood elevation height was a good compromise.

Mayor Brooks said the parking garage is 65 feet. The tallest building in the commercial corridor is 65 feet. If they were voting on it tonight, it would be for a maximum height of 44 feet. That does not keep with what is there. If the parking garage burned to the ground, they could not rebuild it because it would not meet the Code. If the Board goes that restrictive, they will not build that restrictive. They will come in with a PD. The whole idea of how the commercial core was written and the traditional Village at 34 feet was to encourage anyone who owns property to build by right. She did not ask for any changes and does not understand making drastic changes to something they discussed and agreed upon.

Mayor Brooks said the greater keeping of character of the Village is not tied to height or stories as much as it is tied to the aesthetics of the building. Cambria would be an example. That building is out of place in Madeira Beach. It is square, and it is not particularly beachy looking at all. More would have been obtained in aesthetics if there had been more thoughtfulness regarding how it looks.

Vice Mayor Tagliarini said he thought they were approving something that would not go higher than the garage. Fifty-five feet is part of what they voted on at first reading. Commissioner Kerr said they are not asking for anything less than but equal to the parking garage.

Commissioner Ghovae said that the FAR is 2.0. That by itself could be a controlling factor of height. So, just because they could vote for a height of 55 feet above DFE does not mean they can achieve it. It just gives the flexibility of undulating the building, narrowing it up, and giving all those stepbacks they like to see. They would be short-sighted if they did not consider FAR a height component.

Commissioner Ghovae said he would like to add parapet walls that may be 4 feet above that and an elevator shaft that may be 16 feet above that. The City Attorney said that was a separate code section.

Ms. Forbs said there was a sentence change on Page 197 of the packet, the first sentence in D-107 they would like to keep. It is more of a clarification sentence.

Commissioner Kerr asked that they clarify the first floor commercial requirement in the Commercial Core Temporary Lodging District before the second reading.

The City Attorney received direction from the Board to bring back the ordinance as it was at the first reading, except to add the words "or highest point of a flat roof" in the beginning paragraph of Section D-108 and keep the added first sentence in D-107 shown on Page 197 of the packet.

### **B. Discussion of potential amendments to Alcoholic Beverages, Noise, and Special Events in the Madeira Beach Code of Ordinances**

Vice Mayor Tagliarini said the item pertains to the businesses in the Transitional District from 131<sup>st</sup> Ave. to 133<sup>rd</sup> Ave. He would like to recommend amending the existing ordinances with the following changes:

- No amplified music in the sound ordinance
- No rooftop bar liquor license or no rooftop bars
- No special activity permits on the beach for the two blocks

Mayor Brooks opened to public comment.

Jeff Beggins said there are current noise ordinances that govern it, and if they are broken, the businesses would have to stop. Why punish the businesses any further? He is not aware of any problem. People should know the risks of living in a residential home in a commercial hotel-zoned area. He is opposed to all three of the recommendations because they are addressed in the current ordinances the way they are written.

Vice Mayor Tagliarini said amplified noise is not specifically covered in the noise ordinance, and the ordinance is hard to enforce.

Mr. Morris said they need to be consistent across the Board when they make restrictions. The beachside is already more restrictive with alcohol licenses. It needs to be a restaurant, and sixty percent of the gross revenue needs to be from food.

City Attorney Tom Trask said a provision in the Code talks about amplified music or live entertainment. Vice Mayor Tagliarini asked for a sound meter and for the Sheriffs to enforce it.

Mayor Brooks said she would like to bring the item back to the next workshop. She would like to walk the area and look at the neighborhood on the beachside. She suggested discussing discretion with the City Manager in approving events in the area and stepping up the enforcement.

The consensus of the Board was to bring the item back to the next workshop.

## **7. MARINA**

### **A. RFP 2024-03 City Seawall Repairs and Replacements**

Commissioner Kerr asked whether the elevation above the base sea level for the seawalls was consistent throughout all the projects. Brian Crabtree, Marina Manager, said it would be existing. They cannot raise it higher at the Marina site because it would not drain. They would have to put in a drainage, which would make the project much larger. There is no threat at the Marina because the buildings are up high. If they were to raise it, they would have to raise the elevation of docking and other things.

Commissioner Kerr said he had read somewhere that it was going from 53 inches to 80 inches. Mayor Brooks said it mentioned that at 150<sup>th</sup> the exposed height is 58 inches to 83 inches.

Meagan Wepfer, Public Works Director, said there are four separate locations. The Marina site, Patriot Park that is just a repair with a sidewalk replacement, 142<sup>nd</sup> and North Bayshore that is just a repair, and 141st, where the stormwater station is, a replacement. Both of the replacement seawalls are going to go within the existing footprint. There will be no raising of the seawalls.

Commissioner Ghovae asked about the quality of the seawall, concrete, PVC, or aluminum. Mr. Crabtree said the replacement seawalls will be one-inch-thick PVC.

Commissioner McGeehen agreed with Speeler that he would be doing the project. Mr. Crabtree said they were the most qualified and had done several seawall projects in the City, but they were lower than the second bid. The Mayor said from a financial standpoint, they are the top choice. They know the City and have worked in the City, and they make a bid based on their past experience and work. They know what they are going to do. She asked about the timeline for starting. Mr. Crabtree said he wants to start it after the Boat Parade. The timeline would be to get the Marina done before March.

Commissioner Kerr asked if they were getting any external grant money for the project. Mr. Crabtree said it is in the budget that there will be a \$100,000 state appropriation grant for the project, 70% toward Marina and 30% towards Public Works.

The Board consented to go with the staff's recommendation.

## **8. PUBLIC WORKS**

### **A. ITB 2024-08 Archibald Restroom Project Discussion**

Public Works Director Megan Wepfer explained the item. On August 20, all bids were due by 10 a.m.; staff received two bids, and only one qualified for the project. Staff recommended the Board accept and approve the contract with Khors Construction Inc. for \$823,498.00 with a ten percent contingency for \$905,847.80.

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

Director Wepfer responded to questions and comments from the Board.

The consensus of the Board was to move forward with it.

### **B. Rubicon Software Contract Approval**

Director Wepfer said the Rubicon Software is an app designed for Sanitation Departments and routes the driver effectively and safely. The Sanitation Department has been working off paper spreadsheets for commercial property pickups, and she has been looking for software for some time. The contract would be for a three-year term of \$17,225.25 for the first year due to programming the system and \$12,444.00 for the remaining two years. The fees include using the software, GPS, and Dash Cams.

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

Director Wepfer responded to questions and comments from the Board.

The consensus of the Board was to move forward with it.

Vice Mayor Tagliarini recognized some residents who went the extra mile to save some of the dunes due to the hurricane of 2023. The residents requested 2,000 sea oats but received 650. They planted them and fixed the 133<sup>rd</sup> Ave. beach access. He thanked the residents for their efforts.

## **9. ADJOURNMENT**

Mayor Brooks adjourned the meeting at 8:29 p.m.

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Anne-Marie Brooks, Mayor

ATTEST:

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Clara VanBlargan, MMC, MSM, City Clerk

DRAFT



# Memorandum

**Meeting Details:** September 11, 2024 – Board of Commissioners Regular Meeting  
**Prepared For:** Honorable Mayor Brooks and Board of Commissioners  
**Staff Contact:** Madeira Beach Community Development Department  
**Subject:** Ordinance 2024-09: Appendix D John’s Pass Village Activity Center Development Standards – 2nd reading and public hearing

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## Background

The City of Madeira Beach Board of Commissioners adopted Ordinance 2023-01 (John’s Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending FLUM to add John's Pass Village Activity Center) on March 13, 2024. These ordinances updated the Madeira Beach Comprehensive Plan and Future Land Use Map. Ordinance 2023-01 and Ordinance 2023-02 did not change the Land Development Regulations (LDRs) in the Madeira Beach Code of Ordinances or amend the Madeira Beach Zoning Map. The Madeira Beach Code of Ordinances LDRs and Madeira Beach Zoning Map must be amended within one (1) year of the adoption of the John’s Pass Village (JPV) Activity Center Plan and amendment to the City’s Future Land Use Map.

## Discussion

Multiple ordinances need to be created and adopted to implement the JPV Special Area Plan: create the new development standards that corresponds with the JPV Activity Center Plan (Ordinance 2024-09), recategorize and rename the zoning district that will refer to these new development standards (Ordinance 2024-10), rezone the entire JPV Activity Center area (Ordinance 2024-11), and remove and reserve the zoning district that is no longer used (Ordinance 2024-12).

Ordinance 2024-09 Appendix D, the new JPV Activity Center Development Standards, creates a new appendix in the Code of Ordinances that outlines all development standards in the Activity



Center land use category. The development standards differ from character district to character district encompassing the standards from the JPV Special Area Plan.

Staff brought all four ordinances to the August 5, 2024, Planning Commission meeting for recommendation. The Planning Commission unanimously recommended all four Ordinances. In the recommendation motion for Ordinance 2024-09, the Planning Commission included amending Ordinance 2024-09 based on staff recommendations. The first staff recommendation included adding maximum allowed stories in Section D-108. – Maximum building height. The second staff recommendation included a text change to say “open rooftop, balcony and elevated terrace use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit” in Section D-105.- Special exception uses. These changes were added after first reading. At the second reading and public hearing, staff is proposing changes to clarify measuring setbacks, step backs, and building height.

**Fiscal Impact**

N/A

**Recommendation(s)**

Staff recommends approval of Ordinance 2024-09: Appendix D John’s Pass Village Activity Center Development Standards with staff proposed changes to clarify measuring setbacks, step backs, and building height.

**Attachments/Corresponding Documents**

- Ordinance 2024-09: Appendix D John’s Pass Village Activity Center Development Standards
- Proposed changes to Ordinance 2024-09: Appendix D John’s Pass Village Activity Center Development Standards
- Forward Pinellas’ Administrative Review Letter
- Tampa Bay Regional Planning Council Support Materials
- Legal Advertisement
- Staff Support Materials for Building Height

**ORDINANCE 2024-09**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO ADOPT APPENDIX D TO ESTABLISH THE JOHN’S PASS VILLAGE ACTIVITY CENTER DEVELOPMENT STANDARDS; PROVIDING THAT SAID STANDARDS SHALL REGULATE DEVELOPMENT IN THE JOHN’S PASS VILLAGE DISTRICT; PROVIDING FOR PERMITTED, ACCESSORY AND SPECIAL EXCEPTION USES; PROVIDING FOR BUILDING SITE AREA REQUIREMENTS; PROVIDING FOR SETBACK REQUIREMENTS; PROVIDING FOR RESIDENTIAL, VACATION RENTAL AND TEMPORARY LODGING USE DENSITY; PROVIDING FOR MAXIMUM BUILDING HEIGHT; PROVIDING FOR MAXIMUM FLOOR AREA RATIO; PROVIDING FOR IMPERVIOUS SURFACE RATIO; PROVIDING FOR ALTERNATIVE TEMPORARY LODGING USE STANDARDS; PROVIDING FOR DESIGN STANDARDS AND GUIDELINES; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the John’s Pass Village Activity Center Special Area Plan requires updates to the Madeira Beach Land Development Code to have consistent development standards; and

**WHEREAS**, to accomplish the stated intent City staff recommended changes to the C-1 Tourist Commercial District by renaming the district and replacing the development standards set forth in Sections 110-257 through 110-265 with Appendix D -John’s Pass Village Activity Center Development Standards; and

**WHEREAS**, Appendix D -John’s Pass Village Activity Center Development Standards will establish the regulations and means to preserve and rebuild the existing character, uses, and density and intensity of John’s Pass Village; and

**WHEREAS**, Appendix D -John’s Pass Village Activity Center Development Standards will include creating six Character Districts: Boardwalk, Commercial Core, John’s Pass Resort, Low Intensity Mixed Use, Traditional Village, and Transitional; and

**WHEREAS**, each Character District within the John’s Pass Village Activity Center has specific regulations related to development standards; and

**WHEREAS**, the John’s Pass Village Activity Center Development Standards will regulate permitted uses, accessory uses, special exception uses, building site area requirements, setback requirements, density, maximum building height, intensity, impervious surface ratio, design standards, and design guidelines; and

**WHEREAS**, the Planning Commission has considered the recommended changes at a public hearing and has recommended approval to the Board of Commissioners; and

**WHEREAS**, the recommendations of the Planning Commission and city staff have been found meritorious by the Board of Commissioners; and

**WHEREAS**, the Board of Commissioners held two public hearings to consider the approval of the recommended changes and the adoption of this ordinance.

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

**Section 1.** That Appendix D -John’s Pass Village Activity Center Development Standards is added to the Madeira Beach Code of Ordinances and shall read as follows:

**Appendix D - John’s Pass Village Activity Center Development Standards**

**Section D-101. – Definition; Purpose and Intent.**

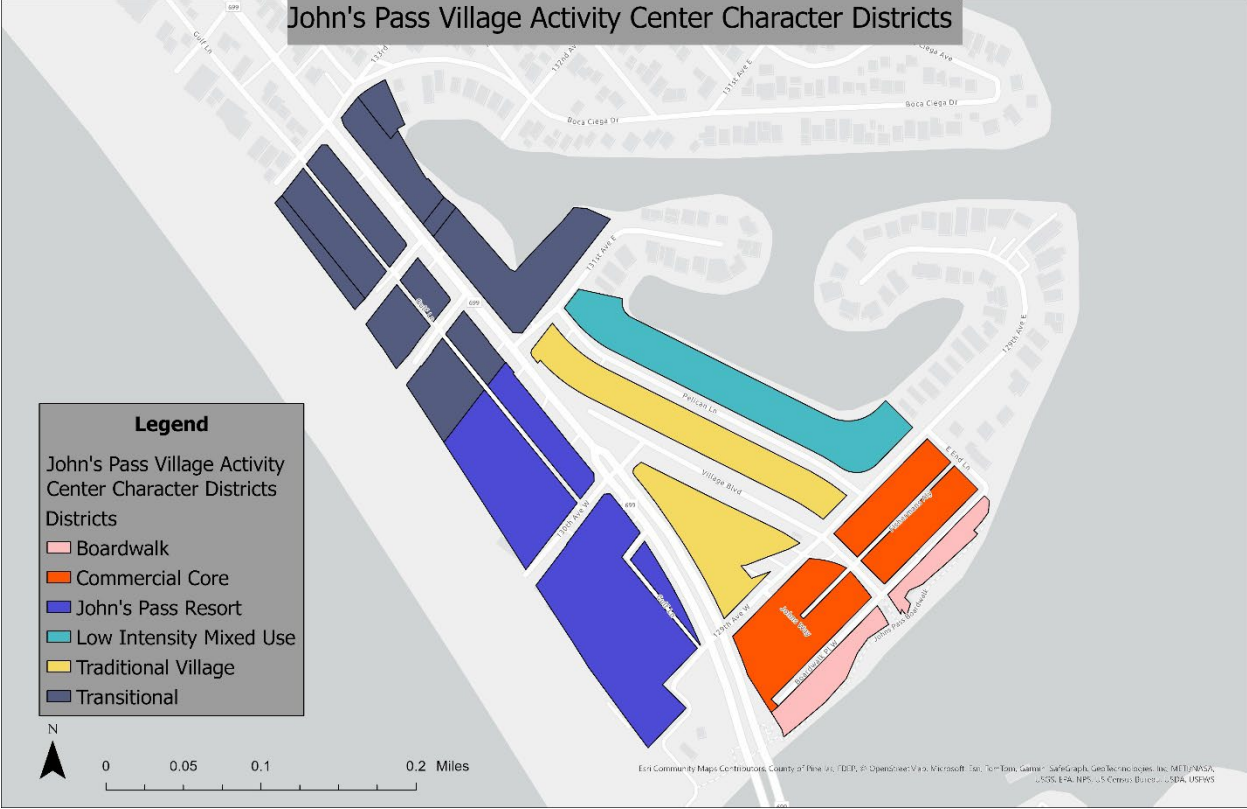
The John’s Pass Village Activity Center Development Standards establishes the regulations and means to preserve and rebuild the existing character, uses, and density and intensity of John’s Pass Village. The John’s Pass Village Activity Center Development Standards are a comprehensive attempt to memorialize the character and function of this tourist, commercial, and cultural center, and to provide for future enhancement and revitalization.

Section D-113 includes design standards and guidelines for the tourist commercial areas in John’s Pass Village Activity Center to retain and enhance the old Floridian fishing village architectural style.

**Section D-102. – Relation to the Comprehensive Plan, Zoning District, and Character Districts.**

The C-1 John’s Pass Village Activity Center Zoning District correlates with the Activity Center future land use category of the City Madeira Beach Comprehensive Plan and Activity Center plan category in the Countywide Plan. The John’s Pass Village Activity Center Zoning District has six Character Districts with specific regulations that reflect the uniqueness of each area.

Figure 1. Character Districts



**Section D-103. – Permitted Uses.**

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses in the John's Pass Village District are as follows:

- 1) Boardwalk:
  - a. Commercial, business service, personal service, office, office support, restaurant, and retail commercial excluding drive-through windows.
  - b. Commercial recreation.
  - c. Commercial fishing activities and working waterfront.
  - d. Charter and party boat operations.
- 2) Commercial Core:
  - a. Commercial, business service, personal service, office, office support, restaurant, and retail commercial excluding drive-through windows.
  - b. Residential and vacation rental located above first floor commercial use.
  - c. Temporary lodging located above first floor commercial use.
  - d. Commercial recreation.
- 3) John's Pass Resort:
  - a. Residential and vacation rental.
  - b. Temporary lodging.
  - c. Publicly owned or operated parks and recreation areas.
  - d. Institutional.
- 4) Low Intensity Mixed Use:
  - a. Residential and vacation rental.
  - b. Temporary lodging.

- c. Publicly owned or operated parks and recreation areas.
  - d. Institutional.
- 5) Traditional Village:
  - a. Commercial, business service, personal service, office, office support, restaurant, and retail commercial excluding drive-through windows.
  - b. Residential and vacation rental located above first floor commercial use.
  - c. Temporary lodging located above first floor commercial use.
  - d. Commercial recreation.
- 6) Transitional:
  - a. Commercial, business service, personal service, office, office support, restaurant, and retail commercial excluding drive-through windows only on the east side of Gulf Boulevard.
  - b. Residential and vacation rental.
  - c. Temporary lodging.
  - d. Publicly owned or operated parks and recreation areas.
  - e. Institutional.

**Section D-104. – Accessory uses.**

The accessory uses in the John’s Pass Village District are as follows:

- 1) Boardwalk:
  - a. Off-street parking and loading.
  - b. Essential services.
  - c. Open elevated terrace uses.
  - d. Other customary accessory uses ancillary to the permitted uses.
- 2) Commercial Core:
  - a. Off-street parking and loading.
  - b. Essential services.
  - c. Open elevated terrace uses.
  - d. Other customary accessory uses ancillary to the permitted uses.
- 3) John’s Pass Resort:
  - a. Off-street parking and loading.
  - b. Essential services.
  - c. Home occupation.
  - d. Other customary accessory uses ancillary to the permitted uses.
  - e. Commercial, business service, personal service, office, office support, restaurant, and retail commercial excluding drive-through windows only allowed up to 20 percent of the total building floor area ratio.
- 4) Low Intensity Mixed Use:
  - a. Off-street parking and loading.
  - b. Essential services.
  - c. Home occupation.
  - d. Other customary accessory uses ancillary to the permitted uses.
- 5) Traditional Village:
  - a. Off-street parking and loading.
  - b. Essential services.
  - c. Open elevated terrace uses.
  - d. Other customary accessory uses ancillary to the permitted uses.

- 6) Transitional:
  - a. East side of Gulf Boulevard
    - i. Off-street parking and loading.
    - ii. Boat slips associated with a permitted business use, not for rental or commercial marine activities.
    - iii. Essential services.
    - iv. Home occupation.
    - v. Other customary accessory uses ancillary to the permitted use.
  - b. West side of Gulf Boulevard
    - i. Off-street parking and loading.
    - ii. Home occupation.
    - iii. Essential services.
    - iv. Other customary accessory uses ancillary to the permitted uses.
    - v. Retail commercial, personal service, business service, and restaurants excluding drive-through windows only allowed up to 20 percent of the building floor area ratio.

**Section D-105.- Special exception uses.**

Upon application for a special exception to the special magistrate and favorable action thereon, the following uses may be permitted in the John's Pass Village District:

- 1) Boardwalk:
  - a. Exhibition of reptiles by permit.
  - b. Open rooftop use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.
- 2) Commercial Core:
  - a. Exhibition of reptiles by permit.
  - b. Private social, recreational or fraternal clubs and organizations.
  - c. Publicly owned or operated parks or recreation areas.
  - d. Stand-alone parking lots and parking garages.
  - e. Open rooftop use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.
- 3) John's Pass Resort:
  - a. Retail commercial, restaurant, and personal service uses as a stand-alone use. Stand-alone commercial by special exception use can only front Gulf Boulevard.
  - b. Public service facilities.
  - c. Commercial recreation.
  - d. Open rooftop, balcony and elevated terrace use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.
- 4) Low Intensity Mixed Use:
  - a. Restaurants, retail commercial and business service excluding drive-through windows only up to 20 percent of the total building floor area ratio.
  - b. Commercial recreation.
  - c. Open rooftop, balcony and elevated terrace use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.
- 5) Traditional Village:
  - a. Exhibition of reptiles by permit.
  - b. Private social, recreational or fraternal clubs and organizations.

- c. Publicly owned or operated parks or recreation areas.
  - d. Stand-alone parking lots and parking garages as a principal use.
  - e. Open rooftop use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.
- 6) Transitional:
- a. Public service facilities.
  - b. Commercial recreation.
  - c. Open rooftop, balcony and elevated terrace use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.

**Section D-106. - Building site area requirements.**

The minimum building site area requirements are as follows:

- 1) Boardwalk:
  - a. Lot width: 40 feet.
  - b. Lot depth: 50 feet.
- 2) Commercial Core:
  - a. Lot width: 40 feet.
  - b. Lot depth: 80 feet.
- 3) John's Pass Resort:
  - a. Single-family, duplex, triplex: 40 feet in lot width.
  - b. Multifamily and temporary lodging: 60 feet in lot width.
  - c. Stand-alone commercial: 60 feet in lot width.
  - d. Lot depth: 80 feet.
- 4) Low Intensity Mixed Use:
  - a. Single-family, duplex, triplex: 40 feet in lot width.
  - b. Multifamily and temporary lodging: 60 feet in lot width.
  - c. Lot depth: 80 feet.
- 5) Traditional Village:
  - a. Lot width: 40 feet.
  - b. Lot depth: 75 feet.
- 6) Transitional:
  - a. Single-family, duplex, triplex: 40 feet in lot width.
  - b. Multifamily and temporary lodging: 60 feet in lot width.
  - c. Stand-alone commercial: 60 feet in lot width.
  - d. Lot depth: 80 feet.
  - e. Public service facilities: shall not exceed a maximum of five acres. Like uses or contiguous like uses in excess of this threshold shall require the parcel to be amended to the P-SP zoning district and the appropriate land use category.

**Section D-107. – Setback requirements.**

The following minimum and maximum setbacks shall apply in the John's Pass Village District:

- 1) Boardwalk:
  - a. Front yard (Boardwalk Place): 10 feet.
    - i. Awnings may protrude into the setback a maximum of 4 feet. The property owner is responsible for maintenance and liability of the awning.

- b. Side yard:
    - i. Lots equal to or less than 60 feet wide: none.
    - ii. Lots greater than 60 feet wide: 5-foot setback on one side.
  - c. Rear or waterfront yard: none, however access to the “tie-backs” supporting seawalls must be provided for maintenance.
  - d. A 10-foot minimum step back is required for stories above the second story on the rear or waterfront yard facade of the building.
    - i. Open structured porches and walkways are allowed within the step back.
    - ii. Enclosed stairways and elevator shafts are allowed within the step back.
- 2) Commercial Core:
- a. Front yard:
    - i. Buildings one story high: 0 feet minimum to 10 feet maximum.
    - ii. Buildings two or more stories high: 10 foot minimum. Structured arcades, awnings, and covered walkways are allowed in the setback.
    - iii. Awnings may protrude into the public right-of-way a maximum of 4 feet. The property owner is responsible for maintenance and liability of the awning.
  - b. Side yard:
    - i. Lots equal to or less than 100 feet wide: none.
    - ii. Lots greater than 100 feet wide: 10 feet on one side.
    - iii. For corner lots with a side yard along a street the side setback along the street must be 10 feet.
      - 1) Awnings may protrude into the public right-of-way along all street sides of corner lots a maximum of 4 feet. The property owner is responsible for maintenance and liability of the awning.
  - c. Rear yard: 20 feet.
  - d. A 10-foot minimum step back is required for stories above the second story on the front yard and street facing facade, not including alleys, of the building.
    - i. Open structured porches and walkways are allowed within the step back.
    - ii. Enclosed stairways and elevator shafts are allowed within the step back.
- 3) John’s Pass Resort:
- a. Front yard:
    - i. Single-family, duplex, and triplex: 20 feet.
    - ii. Multifamily and temporary lodging: 25 feet.
  - b. Rear yard:
    - i. Lots equal to or less than 100 feet long: 18 feet.
    - ii. Lots greater than 100 feet long: 25 feet.
  - c. Waterfront rear yard: For lots on the Gulf of Mexico, the setback shall be landward of the Coastal Construction Control Line (CCCL).
  - d. Side yard:
    - i. Single-family, duplex, and triplex:
      - 1) Lots equal to or less than 50 feet wide: 5-foot setback on each side.
      - 2) Lots greater than 50 feet wide: 15 feet with a minimum of 7 feet on either side.
    - ii. Multifamily, temporary lodging, and retail commercial:
      - 1) Lots equal to or less than 120 feet long: 10 feet on each side.
      - 2) Lots between 120 to 240 feet wide: 15 feet on each side.



- 3) Lots wider than 240 feet: 20 feet on each side.
- e. A 10-foot minimum step back is required for stories above the third story on the front yard facade of the building.
  - i. Enclosed stairways and elevator shafts are allowed within the step back.
- 4) Low Intensity Mixed Use:
  - a. Front yard: 20 feet.
  - b. Rear yard: 18 feet.
  - c. Side yard:
    - i. Lots equal to or less than 50 feet wide: 5 feet on each side.
    - ii. Lots greater than 50 feet wide: 10 feet on each side.
- 5) Traditional Village:
  - a. Front yard: 0 feet minimum to 10 feet maximum.
    - i. Awnings may protrude into the public right-of-way a maximum of 4 feet. The property owner is responsible for maintenance and liability of the awning.
  - b. Rear yard: 10 feet.
  - c. Side yard:
    - i. 0 feet.
    - ii. For lots with a side yard along a street, the side setback must be 10 feet along a street.
  - d. A 10-foot minimum step back is required for stories above the second story on the front yard facade of the building.
    - i. Open structured porches and walkways are allowed within the step back.
    - ii. Enclosed stairways and elevator shafts are allowed within the step back.
- 6) Transitional:
  - a. Front yard:
    - i. Single-family, duplex, and triplex: 20 feet.
    - ii. Multifamily, temporary lodging, and commercial: 20 feet.
  - b. Rear yard:
    - i. Lots equal to or shorter than 100 feet in length: 18 feet.
    - ii. Lots greater than 100 feet in length: 25 feet.
    - iii. Waterfront lots on the Gulf of Mexico: landward of the Coastal Construction Control Line (CCCL).
  - c. Side yard:
    - iii. Single-family, duplex, and triplex:
      - 1) Lots equal to or less than 50 feet in width, the minimum side yard setback is 5 feet on each side.
      - 2) Lots 51 feet or greater in width, the minimum total side yard setback is 15 feet with a minimum of 7 feet on each side.
    - iv. Multifamily, temporary lodging, and retail commercial:
      - 1) Lots equal to or less than 120 feet wide: 10 feet on each side.
      - 2) Lots wider than 120 feet but equal to or less than 240 feet: 15 feet on each side.
      - 3) Lots wider than 240 feet: 20 feet on each side.
  - d. A 10-foot minimum step back is required for stories above the third story on the front yard and street facing facade of the building.

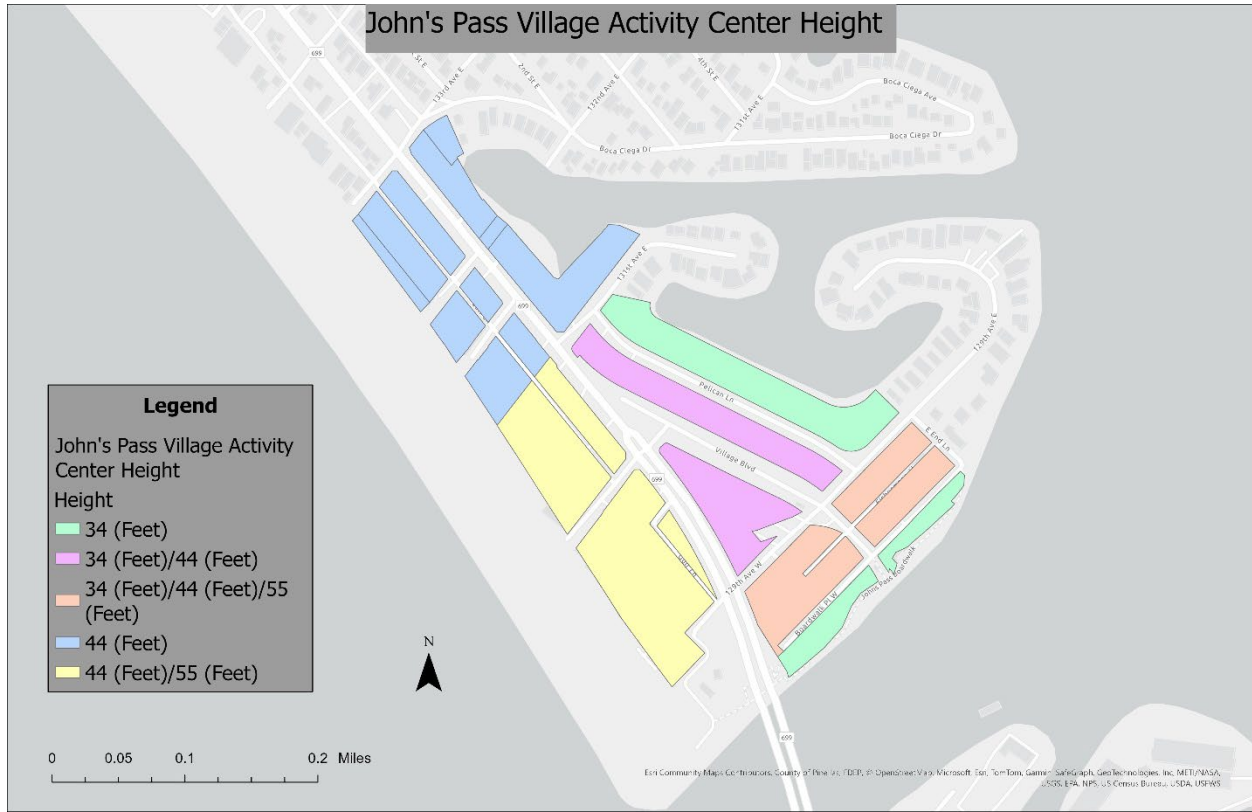
- i. Enclosed stairways and elevator shafts are allowed within the step back.

**Section D-108. – Maximum building height.**

The following maximum building heights are measured from Design Flood Elevation in the John’s Pass Village District to the eave line of the building:

- 1) Boardwalk: 34 feet, not to exceed 2 stories over ground floor parking or commercial.
- 2) Commercial Core:
  - a. Lots equal to or less than ¼ acre in size: 34 feet, not to exceed 2 stories over ground floor commercial.
  - b. Lots between ¼ to ½ acre in size: 44 feet, not to exceed 3 stories over ground floor commercial.
  - c. Lots equal to or larger than ½ acre in size: 55 feet, not to exceed 4 stories over ground floor commercial.
- 3) John’s Pass Resort:
  - a. Lots equal to or less than ½ acre in size: 44 feet, not to exceed 4 stories over ground floor parking or commercial.
  - b. Lots greater than ½ acre in size: 55 feet, not to exceed 5 stories over ground floor parking.
- 4) Low Intensity Mixed Use: 34 feet, not to exceed 3 stories over ground floor parking or commercial.
- 5) Traditional Village:
  - a. Lots equal to or less than ½ acre: 34 feet, not to exceed 2 stories over ground floor commercial.
  - b. Lots greater than ½ acre: 44 feet, not to exceed 3 stories over ground floor commercial.
- 6) Transitional: 44 feet.
  - a. West side of Gulf Boulevard: not to exceed 4 stories over ground floor parking.
  - b. East side of Gulf Boulevard: not to exceed 4 stories over parking or commercial.

Figure 2. John's Pass Village Activity Center Height Limits



**Section D-109. – Residential, vacation rental, and temporary lodging use density.**

The following maximum densities are measured in units per acre and must also fall within the floor area ratio maximums allowed (Section D-109). If using the alternative temporary lodging use standards see Section D-112.

- 1) Boardwalk:
  - a. Residential and vacation rental: 0 units per acre.
  - b. Temporary lodging: 0 units per acre.
- 2) Commercial Core:
  - a. Residential and vacation rental: 15 units per acre.
  - b. Temporary lodging: 60 units per acre.
- 3) John's Pass Resort:
  - a. Residential and vacation rental: 18 units per acre.
  - b. Temporary lodging: 60 units per acre.
- 4) Low Intensity Mixed Use:
  - a. Residential and vacation rental: 18 units per acre.
  - b. Temporary lodging: 40 units per acre.
- 5) Traditional Village:
  - a. Residential and vacation rental: 15 units per acre.
  - b. Temporary lodging: 45 units per acre.

- 6) **Transitional:**
  - a. **Residential and vacation rental: 18 units per acre.**
  - b. **Temporary lodging: 50 units per acre.**

**Figure 3. Maximum Residential Density**

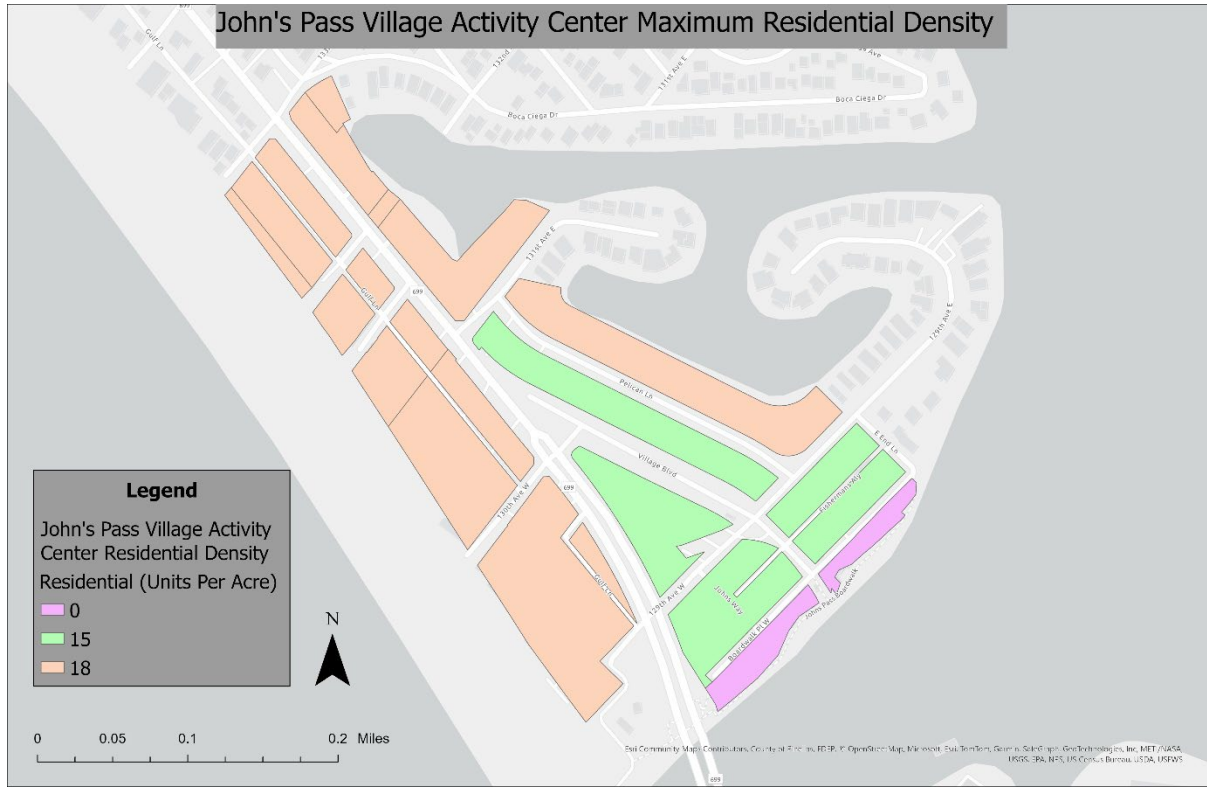
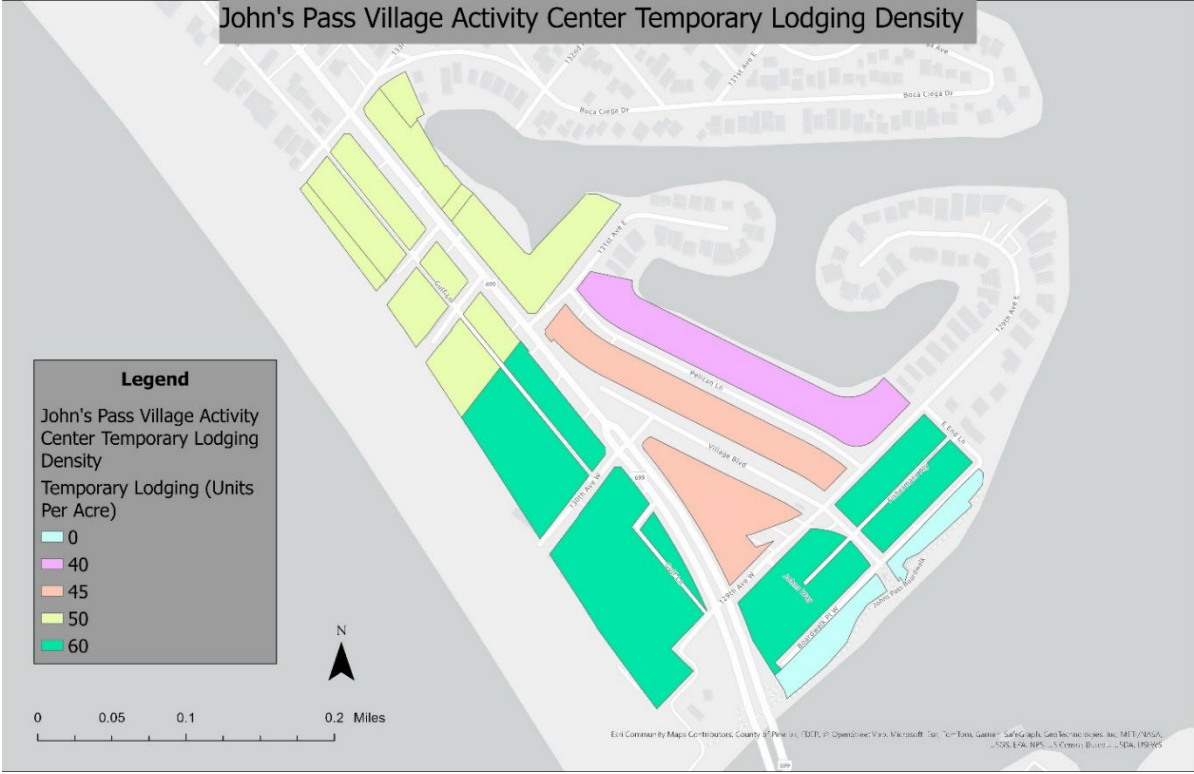


Figure 4. Maximum Temporary Lodging Density

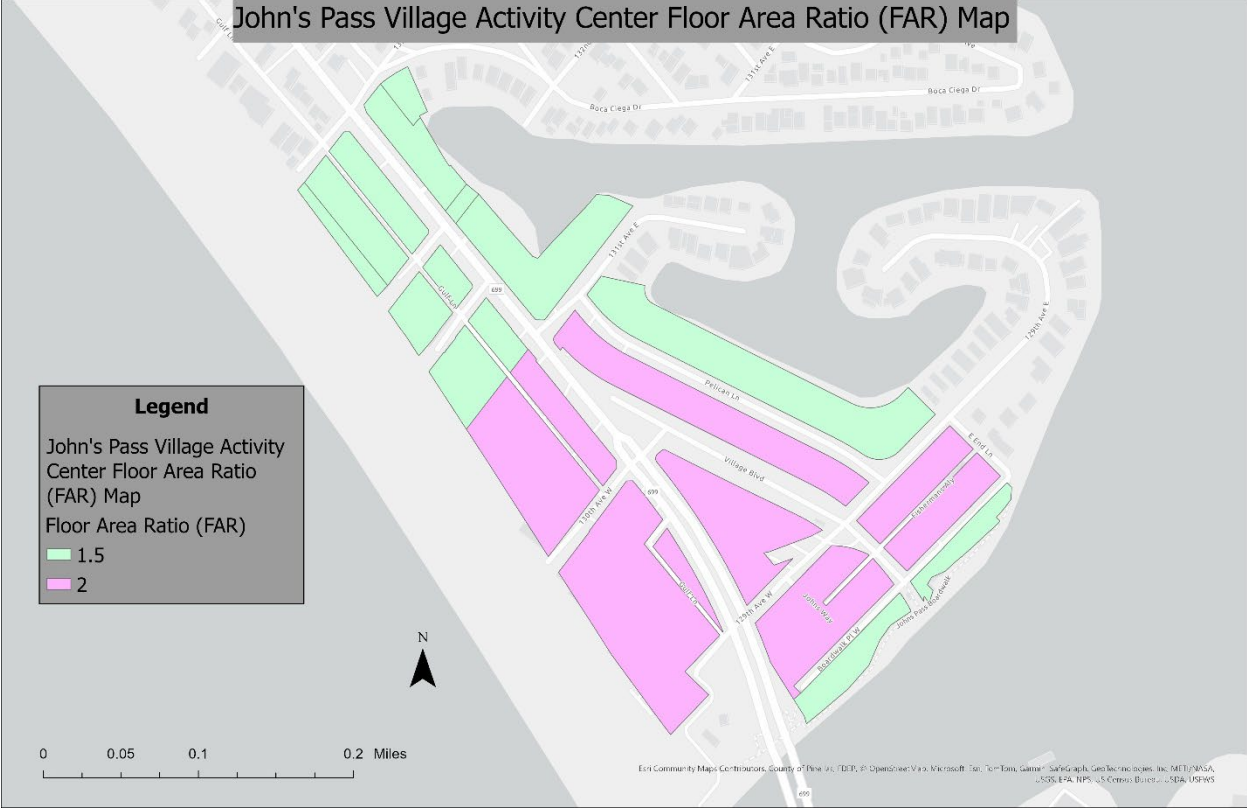


**Section D-110. – Maximum floor area ratio.**

Floor area ratio (FAR) is all-inclusive of residential, temporary lodging, and commercial uses in the John's Pass Village Activity Center. If using the alternative temporary lodging use standards see Section D-112.

- 1) Boardwalk: 1.5 FAR
- 2) Commercial Core: 2.0 FAR
- 3) John's Pass Resort: 2.0 FAR
- 4) Low Intensity Mixed Use: 1.5 FAR
- 5) Traditional Village: 2.0 FAR
- 6) Transitional: 1.5 FAR

Figure 5. John's Pass Village Activity Center Floor Area Ratio (FAR) Map



**Section D-111. – Impervious surface ratio (ISR).**

- 1) Boardwalk: 0.85
- 2) Commercial Core: 0.85
- 3) John's Pass Resort: 0.85
- 4) Low Intensity Mixed Use: 0.85
- 5) Traditional Village: 0.85
- 6) Transitional: 0.85

**Section D-112. – Alternative Temporary Lodging Use Standards.**

The following maximum densities are measured in units per acre and must also fall within the floor area ratio maximums allowed. A development agreement is required by the City's land development regulations and Forward Pinellas' Countywide Rules to use the Alternative Temporary Lodging Use Standards. The development agreement must follow all the requirements in Forward Pinellas' Countywide Rules to use the Alternative Temporary Lodging Use Standard. Developments that use the Alternative Temporary Lodging Use Standards in the John's Pass Village Activity Center area shall conform to the design standards and guidelines in D-113 of this appendix.

- 1) Boardwalk: not available.
- 2) Commercial Core:
  - a. Temporary Lodging Density:
    - i. Lot area less than one acre: 75 units per acre.
    - ii. Lot area one acre or larger: 87 units per acre.
  - b. Intensity:
    - i. Lot area less than one acre: 2.2 FAR

- ii. Lot area one acre or larger: 3.0 FAR
- 3) John's Pass Resort:
  - a. Temporary Lodging Density: 75 units per acre.
  - b. Intensity:
    - i. Lot area less than one acre: 2.2 FAR
    - ii. Lot area one acre or larger: 2.5 FAR
- 4) Low Intensity Mixed Use:
  - a. Temporary Lodging Density: 60 units per acre.
  - b. Intensity: 2.0 FAR
- 5) Traditional Village: not available.
- 6) Transitional:
  - a. Temporary Lodging Density: 75 units per acre.
  - b. Intensity: 2.0 FAR

Figure 6. John's Pass Village Activity Center Alternative Temporary Lodging Use Standards Density Map

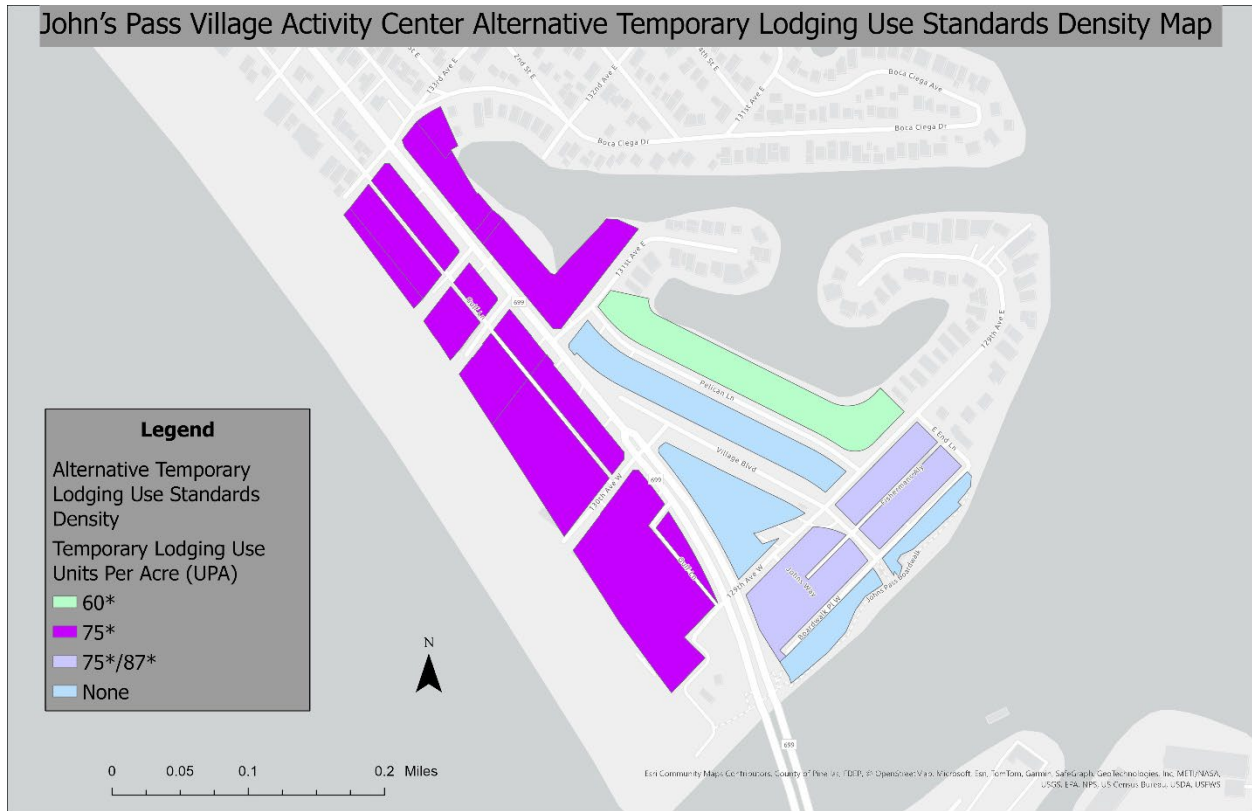
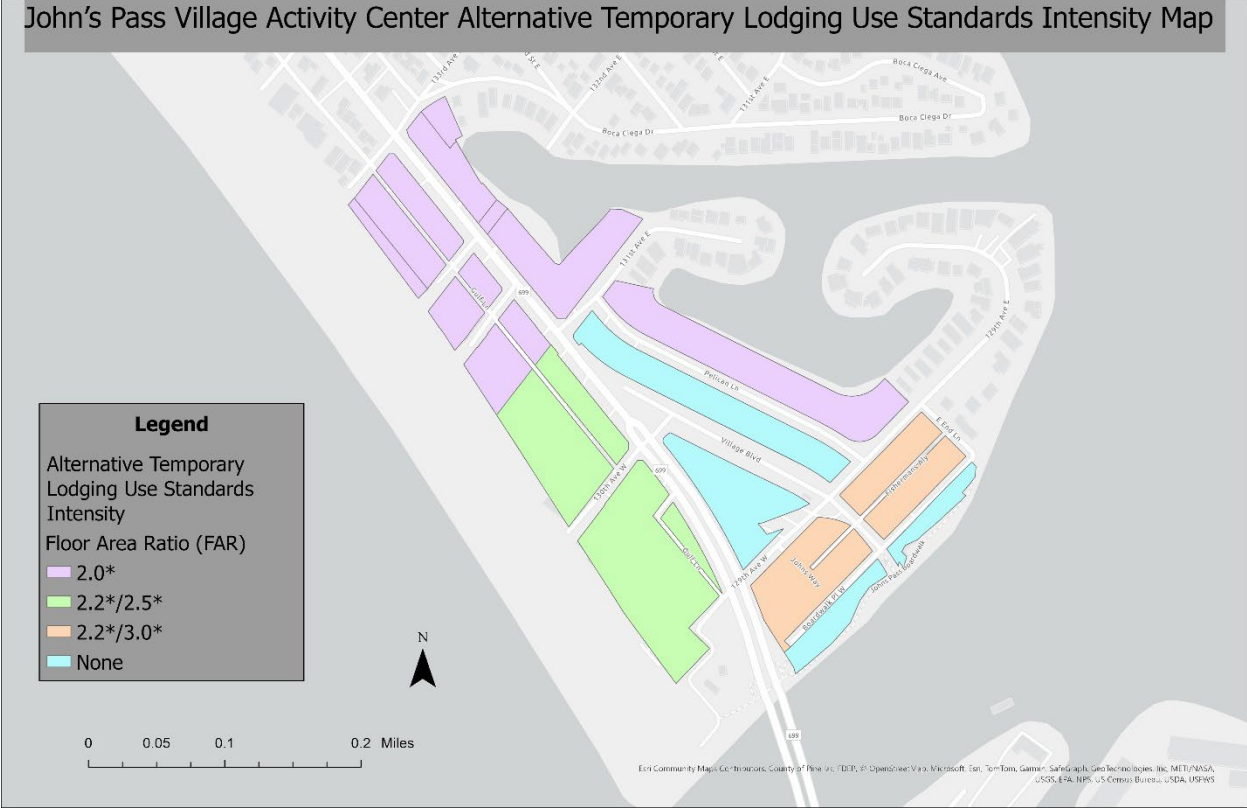


Figure 7. John's Pass Village Activity Center Alternative Temporary Lodging Use Standards Intensity Map





**Section D-113. – Design Standards and Guidelines.**

The following design standards and guidelines are only applicable to the Boardwalk, Commercial Core, and Traditional Village districts. Single family and duplex buildings are exempt from the following standards and guidelines. Standards are required while guidelines are recommended. If using the alternative temporary lodging use standards or rezoning to Planned Development with the future land use of Activity Center, the project shall conform to the entirety of Section D-113 including design standards and guidelines.

*Building Facades.* New and remodeled facades should conform to the general historical old Floridian fishing village architectural style of John's Pass Village. Decorative elements such as cornices, dormers and belt courses should be used to give scale and interest to the facades, to help define the building elements (base, middle, and top), and to create three-dimensional richness to the facades.

*Facade rhythms.* The building facades should incorporate multiple rhythms or cadences (rather than a single repetitive rhythm) that is reflective of the pattern found in the area. This is accomplished with a rich variety of surface treatments such as architectural features, large storefront windows and door frames, projecting bay window displays, canopies above the door, awnings, etc. Individual storefront facades should be narrow and change often to add richness to the sidewalk, street, and neighborhood. The preferred width of the storefront is approximately 40 feet and should have a maximum width of 100 feet.

*Corner treatment.* In cases where buildings are on a corner special treatment is encouraged for the buildings at these locations. This includes such things as rounded or cut corners, articulated corner entrances, accented display windows, special corner roof features, etc.

1) Design Standards:



- a. Any new mechanical units, including heating, ventilation and air conditioning equipment (HVAC) and exhaust and supply fans, shall be located in a visually inconspicuous area of a building, such as shielded on the roof, and not visible or shielded from public right-of-way.
- b. Structured parking facades must blend into the built environment with a visual appearance from the public right-of-way as an occupied building.
- c. Electric, gas service, public utility meters, satellite antennas, and associated services that are visible from the public right-of-way shall be located in the most inconspicuous location on a building, if the services must be located in a prominent visual location, screening with an enclosure may be required or painted to match the predominant facade color.
- d. Window and door shutters must be appropriate for the size of window or door.
- e. Awnings shall be below 14 feet in height, not less than 8 feet above the sidewalk. Internally lit or plastic awnings are not permitted. All awnings must comply with city codes.
- f. All solid waste and recycling containers are required to be screened from the right-of-way and adjacent properties.
- g. No single structure may be wider than 120 feet, parallelling to the right-of-way without providing a visual appearance of multiple buildings in increments of 40 to 100 feet.

2) Design Guidelines:

- a. Materials guidelines:
  - i. Wood siding may have an unfinished or painted appearance.
  - ii. Synthetic siding should have a clapboard appearance.
  - iii. Brick and stone should remain unpainted.
  - iv. Stucco should cover over any exterior CMU construction.
  - v. Roofs that are not flat should be standing seam metal.
- b. Outdoor cafés are encouraged to create a more pedestrian friendly environment.
- c. Exterior lighting should enhance the old Floridian fishing village aesthetic such as caged and hooded metal light fixtures.
- d. Storefront designs should incorporate large storefront windows typical of a main street and blank walls and small windows are discouraged.
- e. Paint colors should enhance the old Floridian fishing village aesthetic, such as coastal colors and earthy tones.
- f. Gabled roofs with dormers are encouraged.

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

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

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

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

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

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

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

- c. Publicly owned or operated parks or recreation areas.
  - d. Stand-alone parking lots and parking garages as a principal use.
  - e. Open rooftop use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.
- 6) Transitional:
- a. Public service facilities.
  - b. Commercial recreation.
  - c. Open rooftop, balcony and elevated terrace use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.

**Section D-106. - Building site area requirements.**

The minimum building site area requirements are as follows:

- 1) Boardwalk:
  - a. Lot width: 40 feet.
  - b. Lot depth: 50 feet.
- 2) Commercial Core:
  - a. Lot width: 40 feet.
  - b. Lot depth: 80 feet.
- 3) John's Pass Resort:
  - a. Single-family, duplex, triplex: 40 feet in lot width.
  - b. Multifamily and temporary lodging: 60 feet in lot width.
  - c. Stand-alone commercial: 60 feet in lot width.
  - d. Lot depth: 80 feet.
- 4) Low Intensity Mixed Use:
  - a. Single-family, duplex, triplex: 40 feet in lot width.
  - b. Multifamily and temporary lodging: 60 feet in lot width.
  - c. Lot depth: 80 feet.
- 5) Traditional Village:
  - a. Lot width: 40 feet.
  - b. Lot depth: 75 feet.
- 6) Transitional:
  - a. Single-family, duplex, triplex: 40 feet in lot width.
  - b. Multifamily and temporary lodging: 60 feet in lot width.
  - c. Stand-alone commercial: 60 feet in lot width.
  - d. Lot depth: 80 feet.
  - e. Public service facilities: shall not exceed a maximum of five acres. Like uses or contiguous like uses in excess of this threshold shall require the parcel to be amended to the P-SP zoning district and the appropriate land use category.

**Section D-107. – Setback requirements.**

Setbacks are the minimum required distance from the property lines to the outermost vertical component of a building wall. Step backs are measured from the lowest floor facade of the building. The following minimum and maximum setbacks shall apply in the John's Pass Village District:

- 1) Boardwalk:
  - a. Front yard (Boardwalk Place): 10 feet.

- d. A 10-foot minimum step back is required for stories above the third story on the front yard and street facing facade of the building.
  - i. Enclosed stairways and elevator shafts are allowed within the step back.

**Section D-108. – Maximum building height.**

The following maximum building heights are measured from Design Flood Elevation in the John's Pass Village District to the eave line or highest point of a flat roof excluding parapet walls or the top upper deck of an exposed elevated parking structure if shielded with architectural features of the building:

- 1) Boardwalk: 34 feet, not to exceed 2 stories over ground floor parking or commercial.
- 2) Commercial Core:
  - a. Lots equal to or less than ¼ acre in size: 34 feet, not to exceed 2 stories over ground floor commercial.
  - b. Lots between ¼ to ½ acre in size: 44 feet, not to exceed 3 stories over ground floor commercial.
  - c. Lots equal to or larger than ½ acre in size: 55 feet, not to exceed 4 stories over ground floor commercial.
- 3) John's Pass Resort:
  - a. Lots equal to or less than ½ acre in size: 44 feet, not to exceed 4 stories over ground floor parking or commercial.
  - b. Lots greater than ½ acre in size: 55 feet, not to exceed 5 stories over ground floor parking.
- 4) Low Intensity Mixed Use: 34 feet, not to exceed 3 stories over ground floor parking or commercial.
- 5) Traditional Village:
  - a. Lots equal to or less than ½ acre: 34 feet, not to exceed 2 stories over ground floor commercial.
  - b. Lots greater than ½ acre: 44 feet, not to exceed 3 stories over ground floor commercial.
- 6) Transitional: 44 feet.
  - a. West side of Gulf Boulevard: not to exceed 4 stories over ground floor parking.
  - b. East side of Gulf Boulevard: not to exceed 4 stories over parking or commercial.



July 9, 2024

Andrew Morris, AICP  
Long Range Planner  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

**RE: Administrative review notice for Tier I Amendment (Ordinances 2024-10, 2024,11 and 2024-09 Appendix D -John's Pass Village Activity Center Development Standards)**

Dear Andrew:

Thank you for submitting the above referenced Tier I Amendment and providing the local Ordinances 2024-10, 2024,11 and 2024-09 Appendix D -John's Pass Village Activity Center Development Standards. This is a local amendment to regulations governing an Activity Center, which is therefore classified as a Tier I amendment per Section 6.2.2 of the Countywide Rules. Since the densities, intensities and permitted uses are consistent with the standards adopted in the Tier II Countywide Plan Map amendment CW 23-03, this amendment meets the requirements of the Tier I process.

The John's Pass Village standards fit within the general framework provided by the Countywide Rules, with specific adaptations to the local context. Specific adaptations in density, intensity, building heights, FAR, and ISR are in place to reflect the unique character and needs of the John's Pass Village area.

We recognize that the consistency process is an ongoing one and if either the City or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at [ewennick@forwardpinellas.org](mailto:ewennick@forwardpinellas.org).

Sincerely,

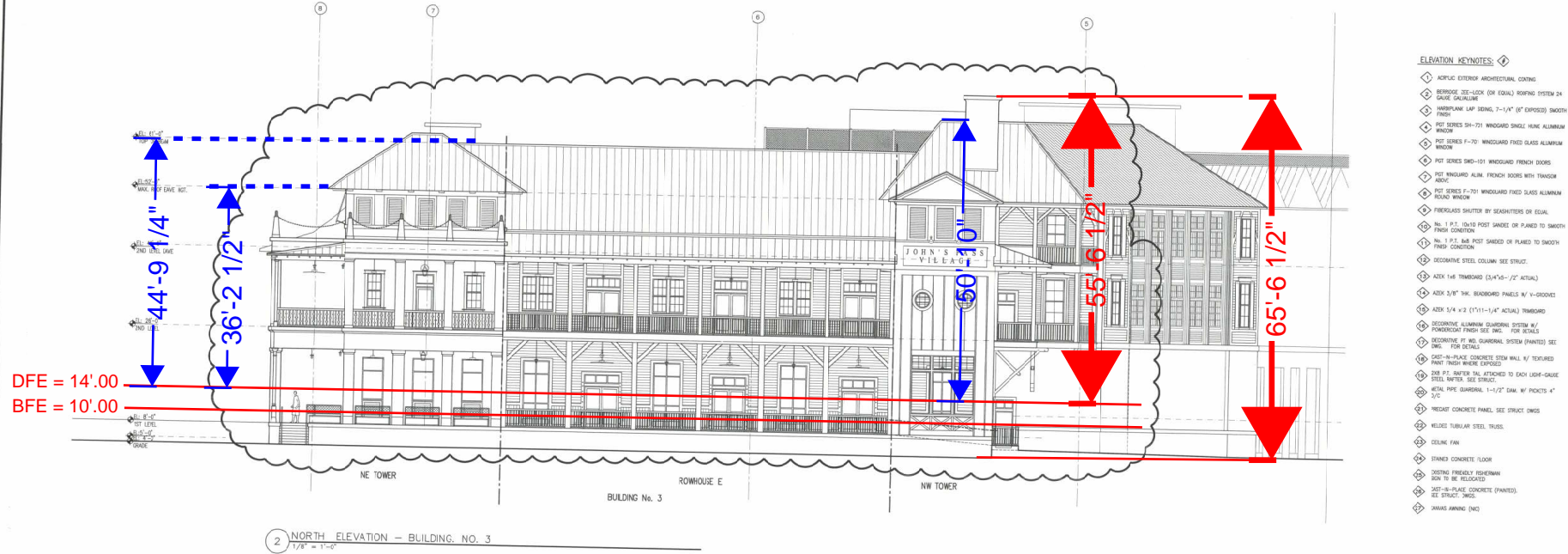
*Emma Wennick*

Emma Wennick  
Program Planner

Height Measurements Shown during public meetings and BOC meetings

Height Measurements provided for this clarification 8.30.24

Item 10A.



- ELEVATION KEYNOTES: Ⓢ
- Ⓢ ADPLIC EXTERIOR ARCHITECTURAL COATING
  - Ⓢ BERMINGE ZIE-LOCK (OR EQUAL) ROOFING SYSTEM 24 GAUGE GALVALUME
  - Ⓢ HURDPLANK LAP SIDING, 7'-1 1/4" (6" EXPOSED) BUSHING TRIM
  - Ⓢ POT SERIES SH-701 WINDOW GUARD SINGLE HANG ALUMINUM WINDOW
  - Ⓢ POT SERIES F-701 WINDOW GUARD FIXED GLASS ALUMINUM WINDOW
  - Ⓢ POT SERIES SHD-101 WINDOW GUARD FRENCH DOORS
  - Ⓢ POT WINDOW ALUM. FRENCH DOORS WITH TANGOR HANDLE
  - Ⓢ POT SERIES F-701 WINDOW GUARD FIXED GLASS ALUMINUM ROUND WINDOW
  - Ⓢ WINDOWLESS SHUTTER BY SEASIDES OR EQUAL
  - Ⓢ NO. 1 P.L. AND POST SANDED OR PLANED TO SMOOTH FINISH CONDITION
  - Ⓢ NO. 1 P.L. AND POST SANDED OR PLANED TO SMOOTH FINISH CONDITION
  - Ⓢ DECORATIVE STEEL COLUMN SEE STRUCT.
  - Ⓢ ASX 1/4" TRIMBOARD (3/4"x5'-7/2" ACTUAL)
  - Ⓢ ASX 3/8" TRIM BOARD/PANELS N/ V-DROOVES
  - Ⓢ ASX 3/4" x 2 (1"11"-1"4" ACTUAL) TRIMBOARD
  - Ⓢ DECORATIVE ALUMINUM GUARDRAIL SYSTEM N/ P/ F/ PARADEWAY FINISH SEE SPEC. FOR DETAILS
  - Ⓢ DECORATIVE P/ NO. GUARDRAIL SYSTEM (PAINTED) SEE SPEC. FOR DETAILS
  - Ⓢ CAST-IN-PLACE CONCRETE STEEL WALL N/ T/ EXPOSED FINISH WHERE EXPOSED
  - Ⓢ 2X8 P/2 RAFTERS ATTACHED TO EACH LIGHT-GRADE STEEL RAFTER. SEE STRUCT.
  - Ⓢ METAL PIPE GUARDRAIL, 1-1/2" DIA. N/ PICKETS 4" x 2"
  - Ⓢ PRECAST CONCRETE PANEL SEE STRUCT DWGS
  - Ⓢ WELDED TUBULAR STEEL TRUSS
  - Ⓢ CEILING FIN
  - Ⓢ STAINED CONCRETE FLOOR
  - Ⓢ EXTERIOR FINISHLY FINISHWAY SOIL TO BE RELAYED
  - Ⓢ CAST-IN-PLACE CONCRETE (PAINTED) SEE STRUCT. DWGS.
  - Ⓢ JAMES WINING (N/C)

**RANON**  
CONTRACTOR  
3506 UNIVERSITY  
SUITE 100  
JANINA, FLORIDA  
32035-2005

---

HUBBARD'S  
MARINA

---

Hubbard's Marina Redevelopment  
John's Pass Village, Madeira Beach

---

COOPER JOHNSON SMITH  
ARCHITECTS  
1000 N. W. 11TH AVE. SUITE 200  
MIAMI, FL 33136-3828

ELEVATIONS  
PARKING GARAGE - BUILDINGS NOS. 2 & 3

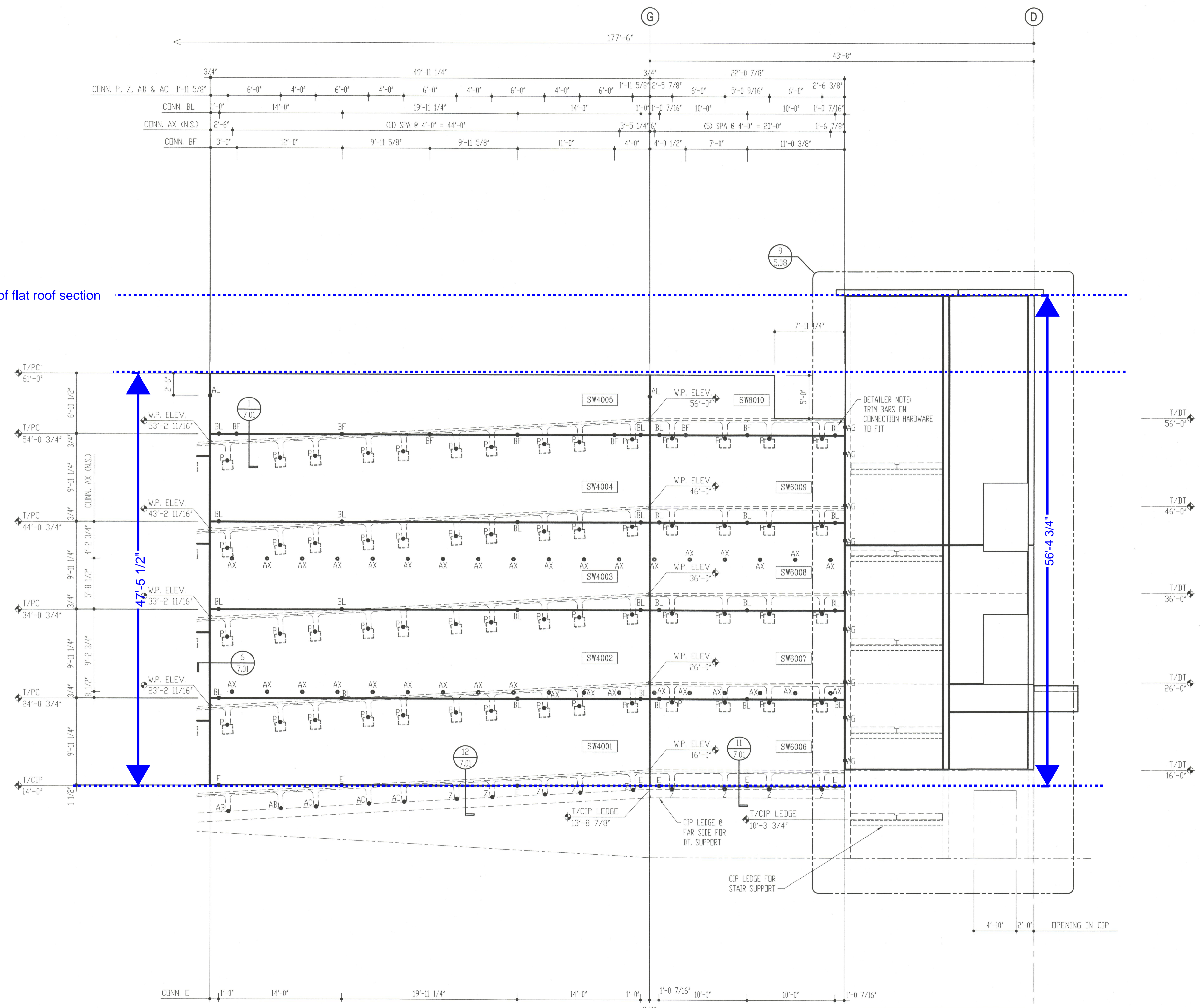


Donald S. Cooper  
P.L.L.C. No. 11245

ELEV GARAGE.dwg  
04026  
August 10, 2005



THESE DRAWINGS ARE THE SOLE PROPERTY OF LEAP ASSOCIATES INTERNATIONAL, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART BY ANY OTHER PARTY FOR REUSE ON ANY EXTENSION OF THIS PROJECT OR ANY OTHER PROJECT(S) WITHOUT THE EXPRESS WRITTEN PERMISSION OF LEAP ASSOCIATES INTERNATIONAL, INC.



Craig Barrett  
 Florida P.E.# 43212  
 Certificate of Authorization\_00000159

PARTIAL WEST ELEVATION ALONG GRID 5 (LOOKING EAST)

CONN. SHEET	QUAN.	Date	Drawn/Check	Description
AB 8.03	2			
AC 8.03	36			
AG 8.03	7			
E 8.01	25			
P 8.02				
Z 8.02				

**LEAP ASSOCIATES INTERNATIONAL, Inc.**  
 P.O. Box 16007 / Tampa, FL 33687 / Phone (813) 986-0979  
 P.O. Box 2226 / Denver, CO 80221 / Phone (303) 426-0222  
 CONSULTING STRUCTURAL ENGINEERS  
 Client: Project # 24006 | LEAP Project # GAT-0301  
 Drawing Creation Scale = 3/16" = 1'-0" (Printed Scale May Vary)

**Hubbard's Marina Parking Garage**  
 Madeira Beach, Florida  
 Gate Concrete Products  
 Project: Architect: Long & Associates | Engineer: Long & Associates | General Contractor: Rannon Jimenez  
 Client: Architect: Long & Associates | Engineer: Long & Associates | General Contractor: Rannon Jimenez  
 Drawing Title: Exterior Elevation

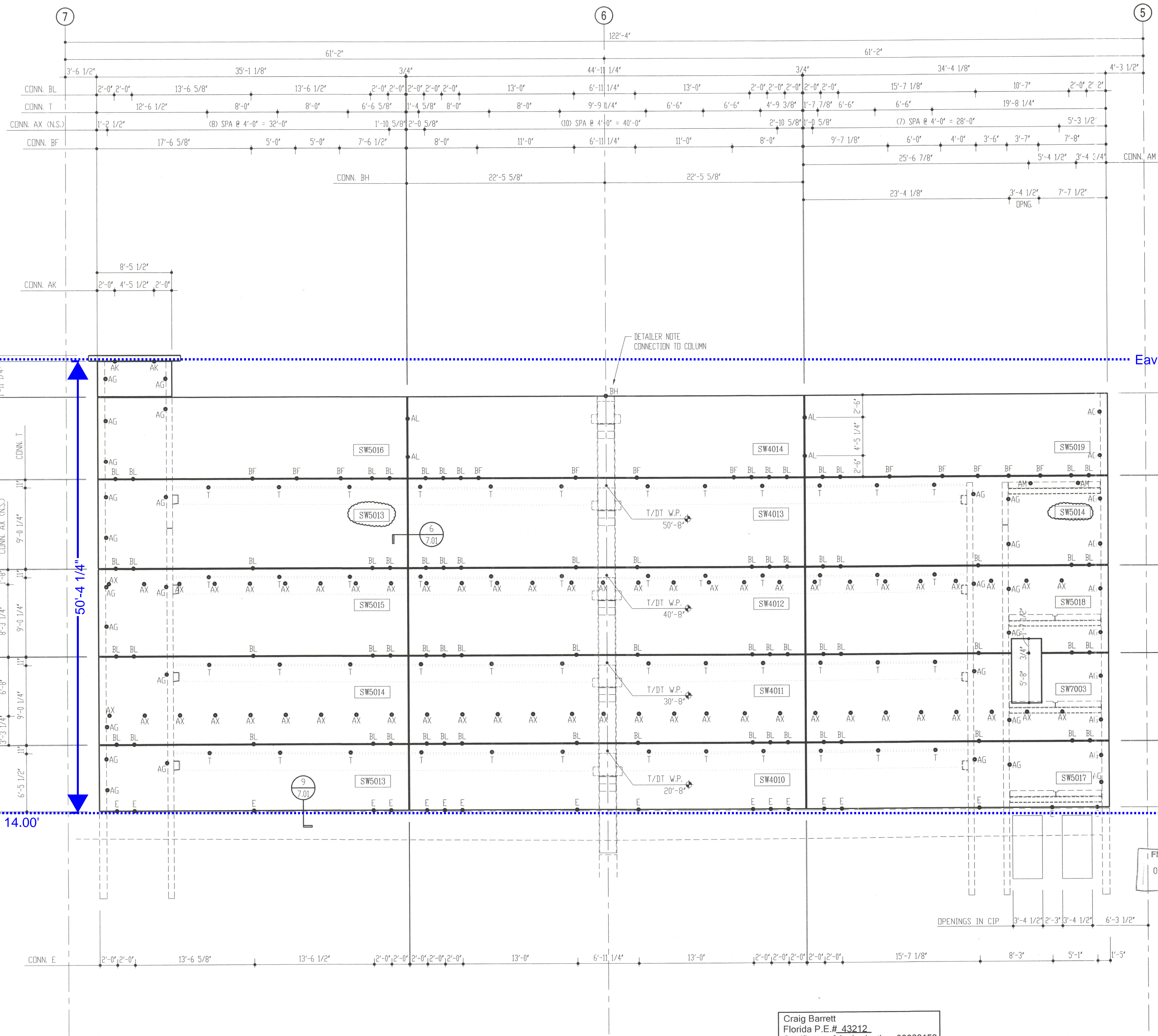
**NOTES:**  
 See 6.00 series sheets for product sections by mark number series.  
 Connections for side-UN.D.  
 EDGE OF WALL  
 FIN. FLR.  
 W.P. ELEV.

**Key Plan**  
 D G K L  
 5 6 7  
 OCT 2 1 2004

Sheet Number **3.05**



THESE DRAWINGS ARE THE SOLE PROPERTY OF LEAP ASSOCIATES INTERNATIONAL, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART BY ANY OTHER PARTY FOR REUSE ON ANY OTHER PROJECT(S) WITHOUT THE EXPRESS WRITTEN PERMISSION OF LEAP ASSOCIATES INTERNATIONAL, INC.



50'-4 1/4"

DFE = 14.00'

Eave of flat roof section

DETAILER NOTE  
CONNECTION TO COLUMN

FILE & FIELD  
OCT 2 1 2004

Craig Barrett  
Florida P.E.# 43212  
Certificate of Authorization 00000159

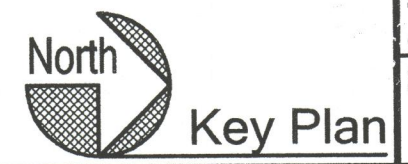
ELEVATION ALONG GRID L (LOOKING SOUTH)

CONN. SHEET	12	11	10	9	8	7
QUAN						
AG REF	8.03	8.03	2			
E REF	8.01	8.03	4			
T REF	8.02	8.03	2			
AM REF						
AX REF	8.04	56				
BH REF	8.05	12				
BL REF	8.05	1				
	8.02	68				

LEAP ASSOCIATES International, Inc.  
P.O. Box 18097 / Tampa, FL 33687 / Phone (813) 988-8870  
P.O. Box 21298 / Denver, CO 80221 / Phone (303) 428-0222  
CONSULTING STRUCTURAL ENGINEERS

Hubbard's Marina Parking Garage  
Madeira Beach, Florida  
Gate Concrete Products

NOTES:  
See 6.00 series sheet for product section by mark number series  
Connections for side  
OCT 2 1 2004  
Sheet Number 3.03







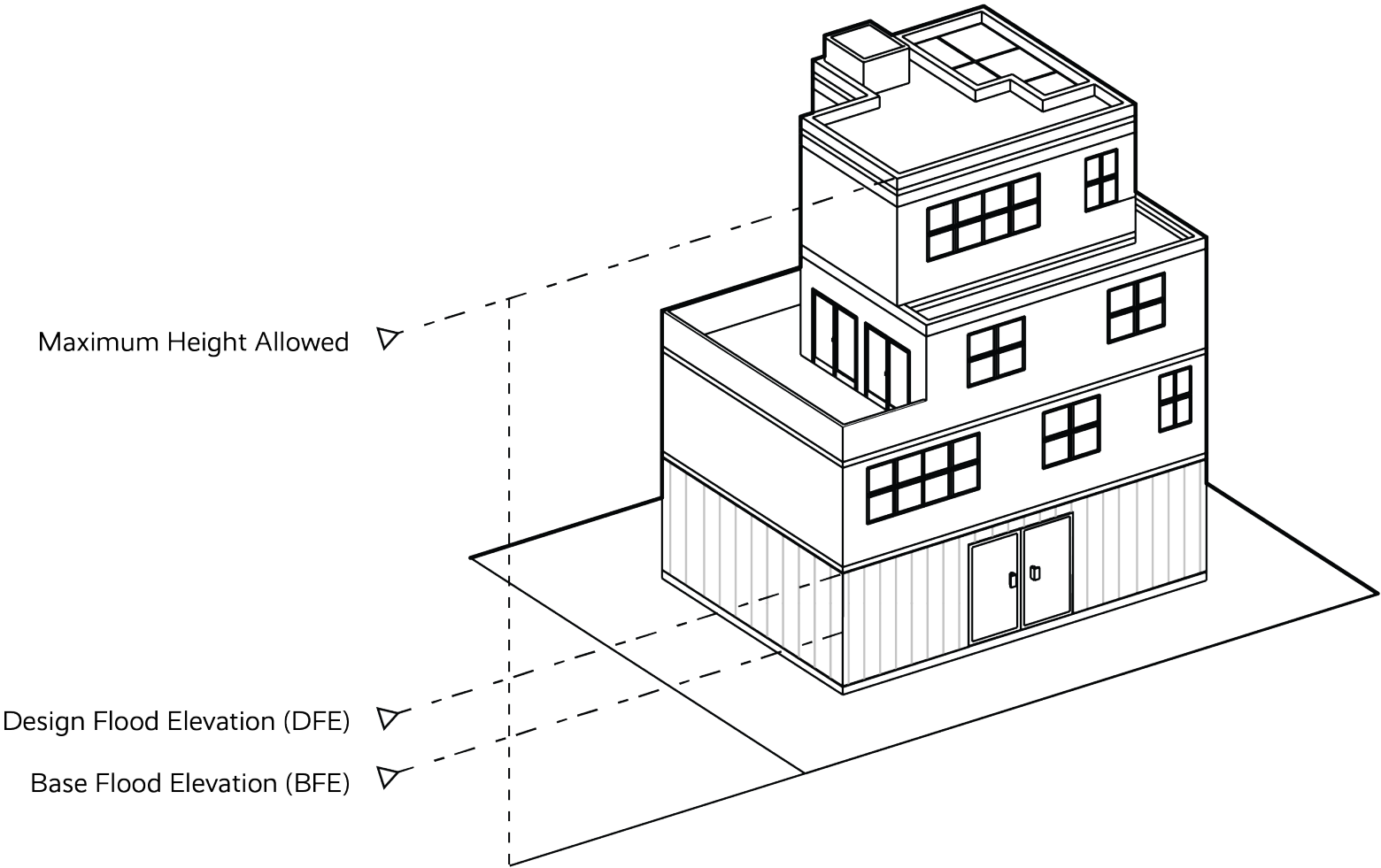
**CITY OF MADEIRA BEACH**  
**ORDINANCE 2024-09: TECHNICAL ASSISTANCE SERVICE**

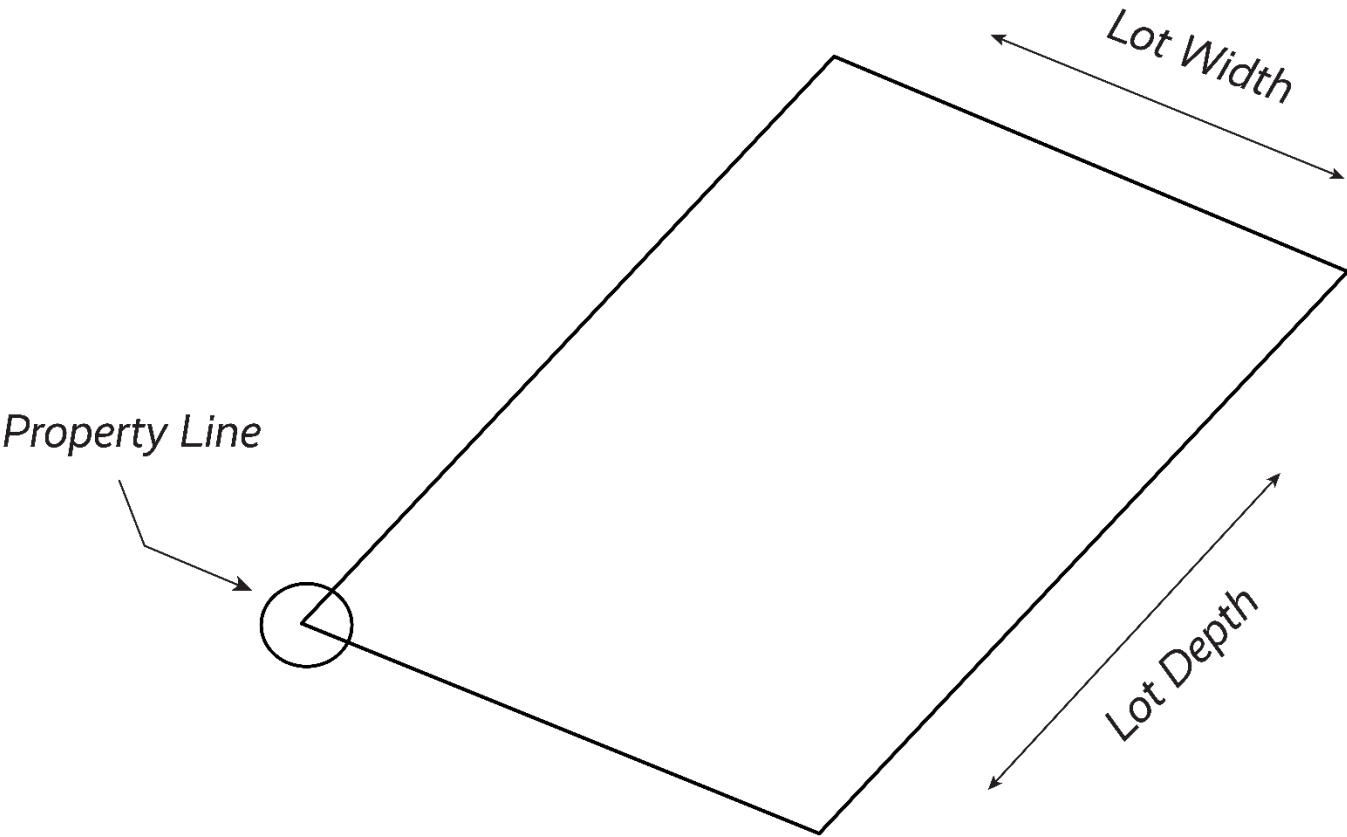
Prepared by the Tampa Bay Regional Planning Council

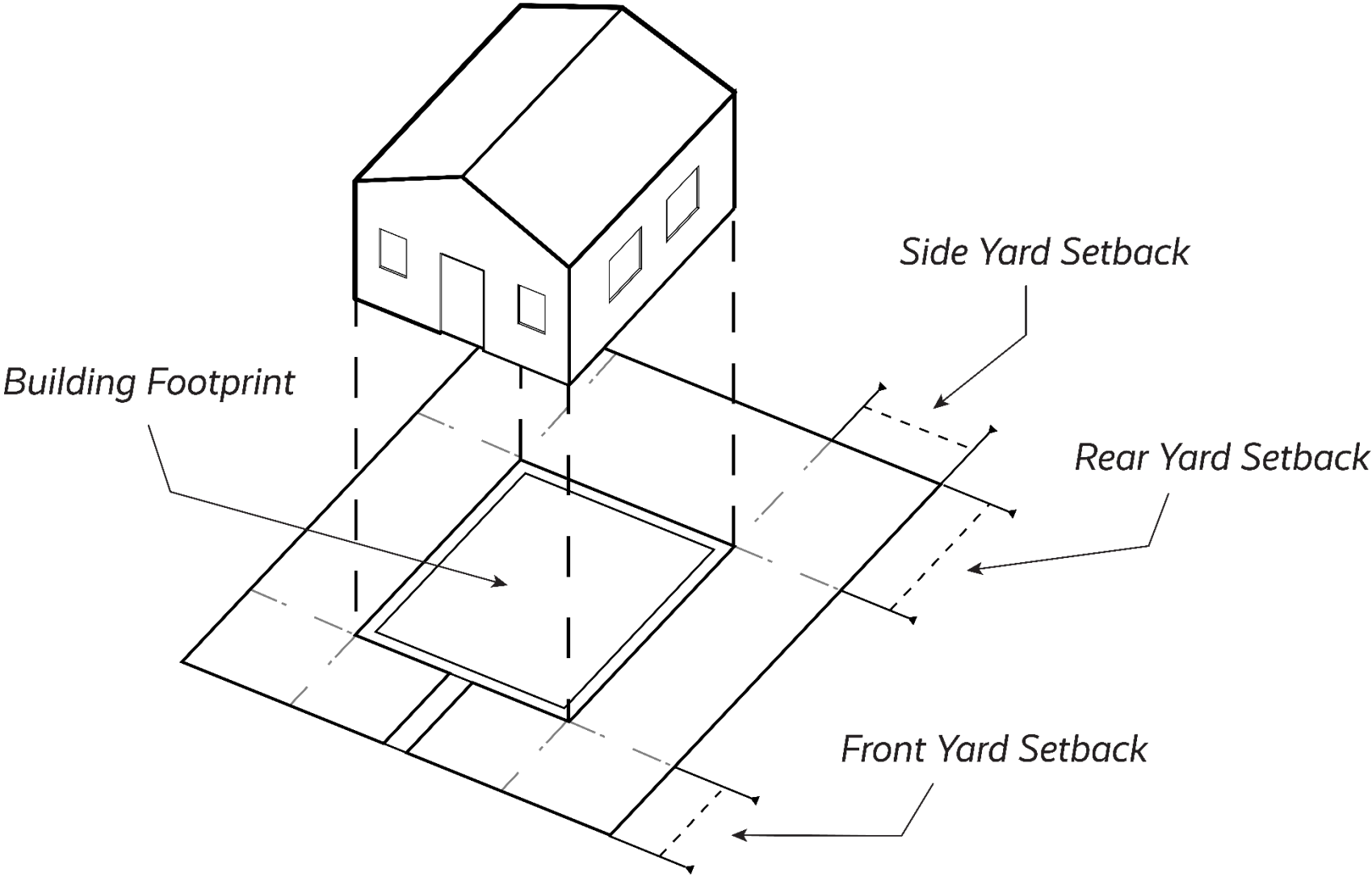
August 1, 2024

Contact:  
Sarah Vitale, Planning Director  
sarah@tbrpc.org

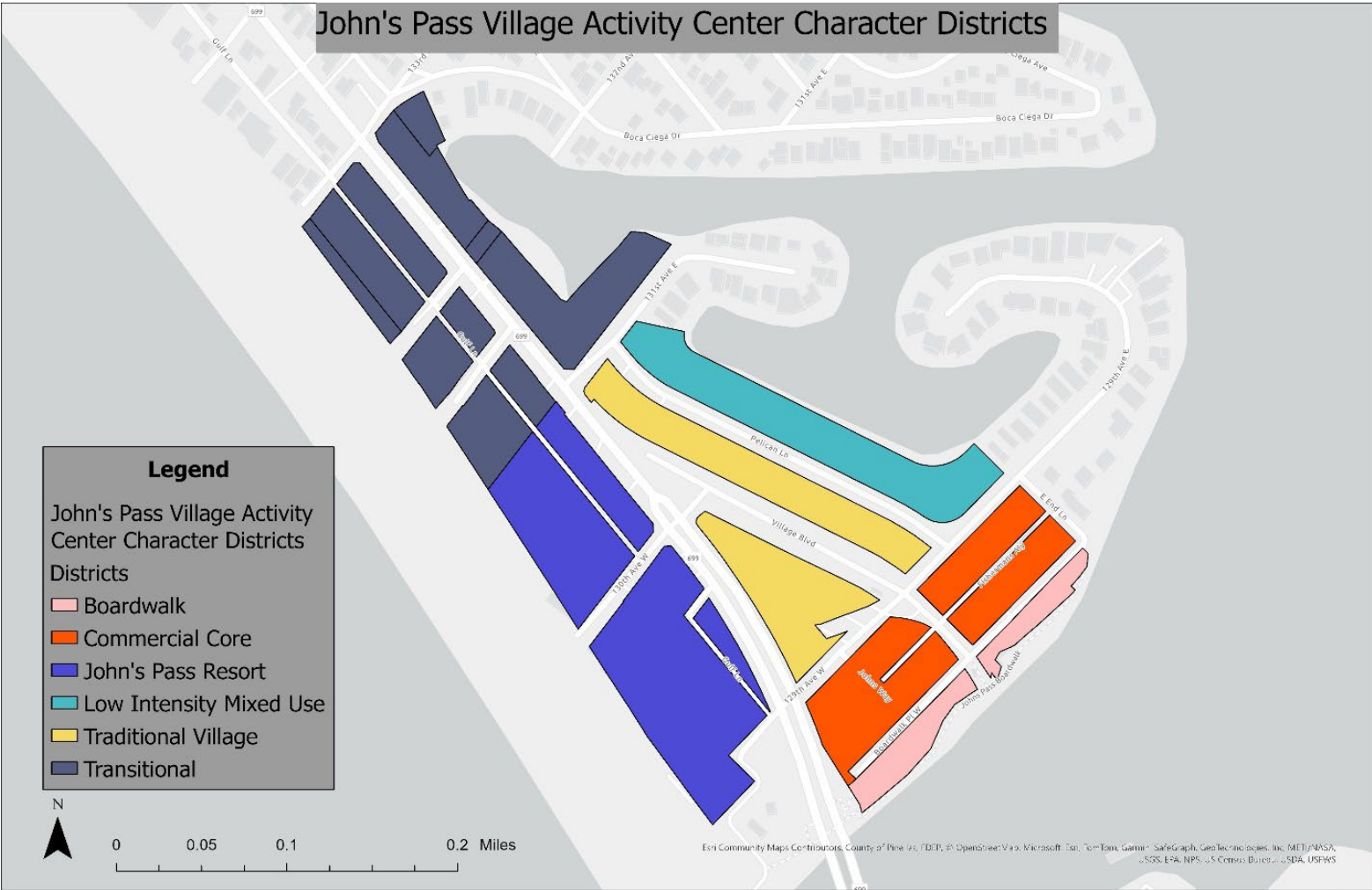
Height Lines are measured from Design Flood Elevation (DFE) to the eave of the building and is calculated as Base Flood Elevation (BFE) plus 4' of freeboard.







**FIGURE 1. JOHN'S PASS VILLAGE ACTIVITY CENTER CHARACTER DISTRICTS**



Map Source: City of Madeira Beach



**TABLE 1. PRINCIPAL USES PERMITTED IN THE JOHN’S PASS VILLAGE ACTIVITY CENTER**

PRINCIPAL USE	BOARDWALK	COMMERCIAL CORE	JOHN’S PASS RESORT	LOW INTENSITY MIXED USE	TRADITIONAL VILLAGE	TRANSITIONAL
Commercial, business service, personal service, office, office support, restaurant, and retail commercial excluding drive-through windows.	Permitted	Permitted			Permitted	East side of Gulf Blvd.
Commercial recreation	Permitted	Permitted			Permitted	
Commercial fishing activities and working waterfront	Permitted					
Charter and party boat operations	Permitted					
Residential and vacation rental		Above 1 <sup>st</sup> floor commercial use	Permitted	Permitted	Above 1 <sup>st</sup> floor commercial use	Permitted
Temporary lodging		Above 1 <sup>st</sup> floor commercial use	Permitted	Permitted	Above 1 <sup>st</sup> floor commercial use	Permitted
Publicly owned or operated parks and recreation areas			Permitted	Permitted		Permitted
Institutional			Permitted	Permitted		Permitted



**TABLE 2. ACCESSORY USES PERMITTED IN THE JOHN'S PASS VILLAGE ACTIVITY CENTER**

ACCESSORY USE	BOARDWALK	COMMERCIAL CORE	JOHN'S PASS RESORT	LOW INTENSITY MIXED USE	TRADITIONAL VILLAGE	TRANSITIONAL
Off-street parking and loading	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
Essential services	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
Commercial, business service, personal service, office, office support, restaurant, and retail commercial excluding drive-through windows only allowed up to 20 percent of the total building floor area ratio.			Permitted			
Retail commercial, personal service, business service, and restaurants excluding drive-through windows only allowed up to 20% of the building floor area ratio						West side of Gulf Blvd.
Home occupation			Permitted	Permitted		Permitted
Boat slips associated with a permitted business use, not for rental or commercial marine activities						East side of Gulf Blvd.
Other customary accessory uses ancillary to the permitted uses	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted





**TABLE 3. SPECIAL EXEMPTION USES PERMITTED IN THE JOHN’S PASS VILLAGE ACTIVITY CENTER**

SPECIAL EXEMPTION USE	BOARDWALK	COMMERCIAL CORE	JOHN’S PASS RESORT	LOW INTENSITY MIXED USE	TRADITIONAL VILLAGE	TRANSITIONAL
Exhibition of reptiles by permit	Permitted	Permitted			Permitted	
Private social, recreational or fraternal clubs and organizations		Permitted			Permitted	
Publicly owned or operated parks or recreation areas		Permitted			Permitted	
Stand-alone parking lots and parking garages as a principal use		Permitted			Permitted	
Open rooftop use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
Open terrace use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit			Permitted	Permitted		Permitted
Retail commercial, restaurant, and personal service uses as a stand-alone use			Permitted; Commercial only on Gulf Blvd.			
Restaurants, excluding drive-through windows				Permitted		
Retail commercial and business service, excluding drive-through windows				Permitted		
Commercial recreation			Permitted	Permitted		Permitted
Public service facilities			Permitted			Permitted



**#1. BOARDWALK CHARACTER DISTRICT**

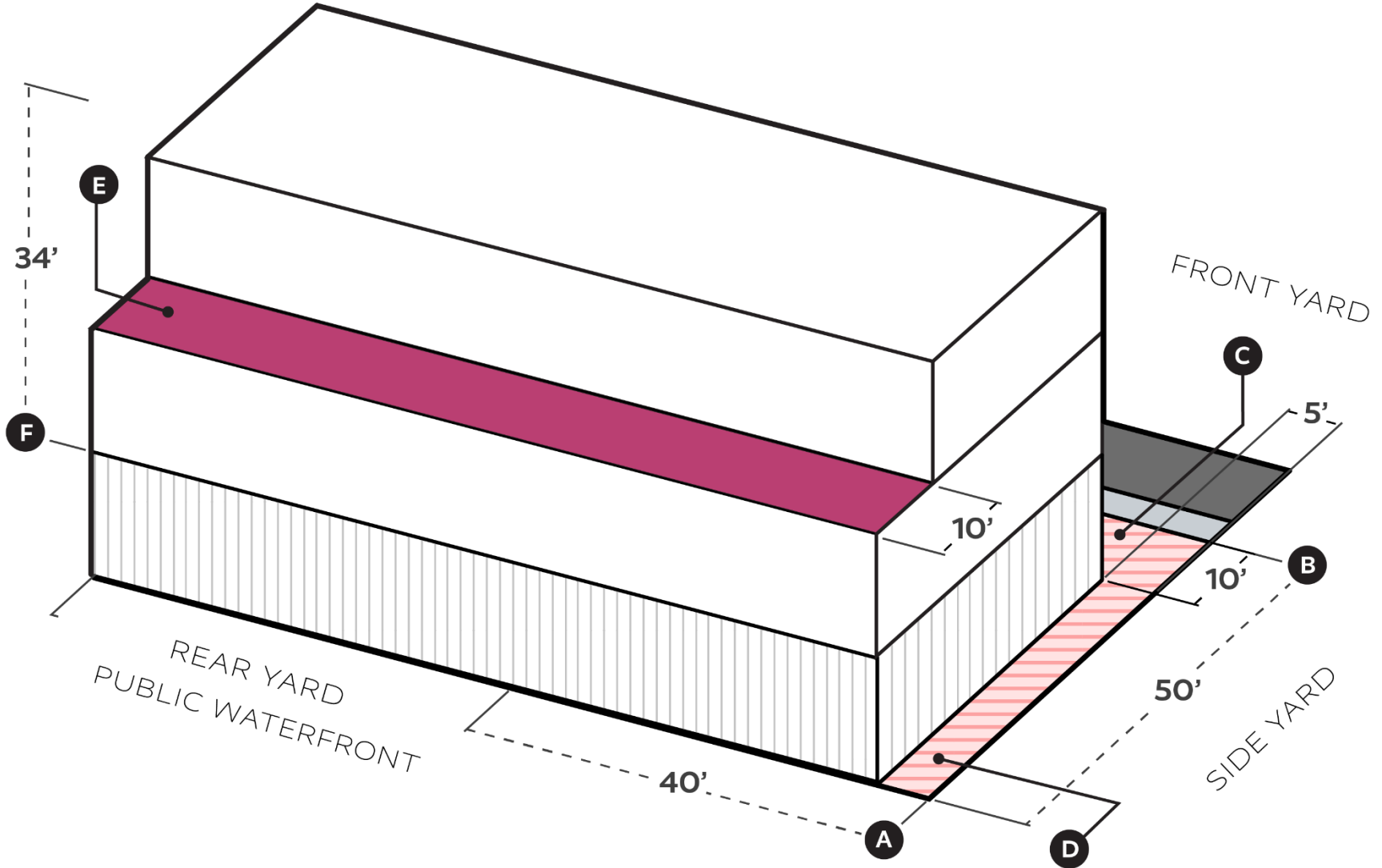
BUILDING SITE AREA REQUIREMENTS			
LOT SIZE	Lot width	40 feet minimum	A
	Lot depth	50 feet minimum	B
FRONT YARD SETBACK	Boardwalk Place	10 Feet*	C
SIDE YARD SETBACK	Side yard for lots ≤ 60 feet wide	0 feet	-
	Side yard for lots > 60 feet wide	5 feet on one side	D
REAR YARD SETBACK	All lots	No setback, however, access to the “tie-backs” supporting seawalls must be provided for maintenance.	-
STEP-BACK	Multiple story buildings	10-foot minimum step-back is required for stories above the second story on the rear or waterfront yard façade of the building.**	E
BUILDING HEIGHT	All lots	34 feet maximum, not to exceed 2 stories over ground floor commercial.***	F

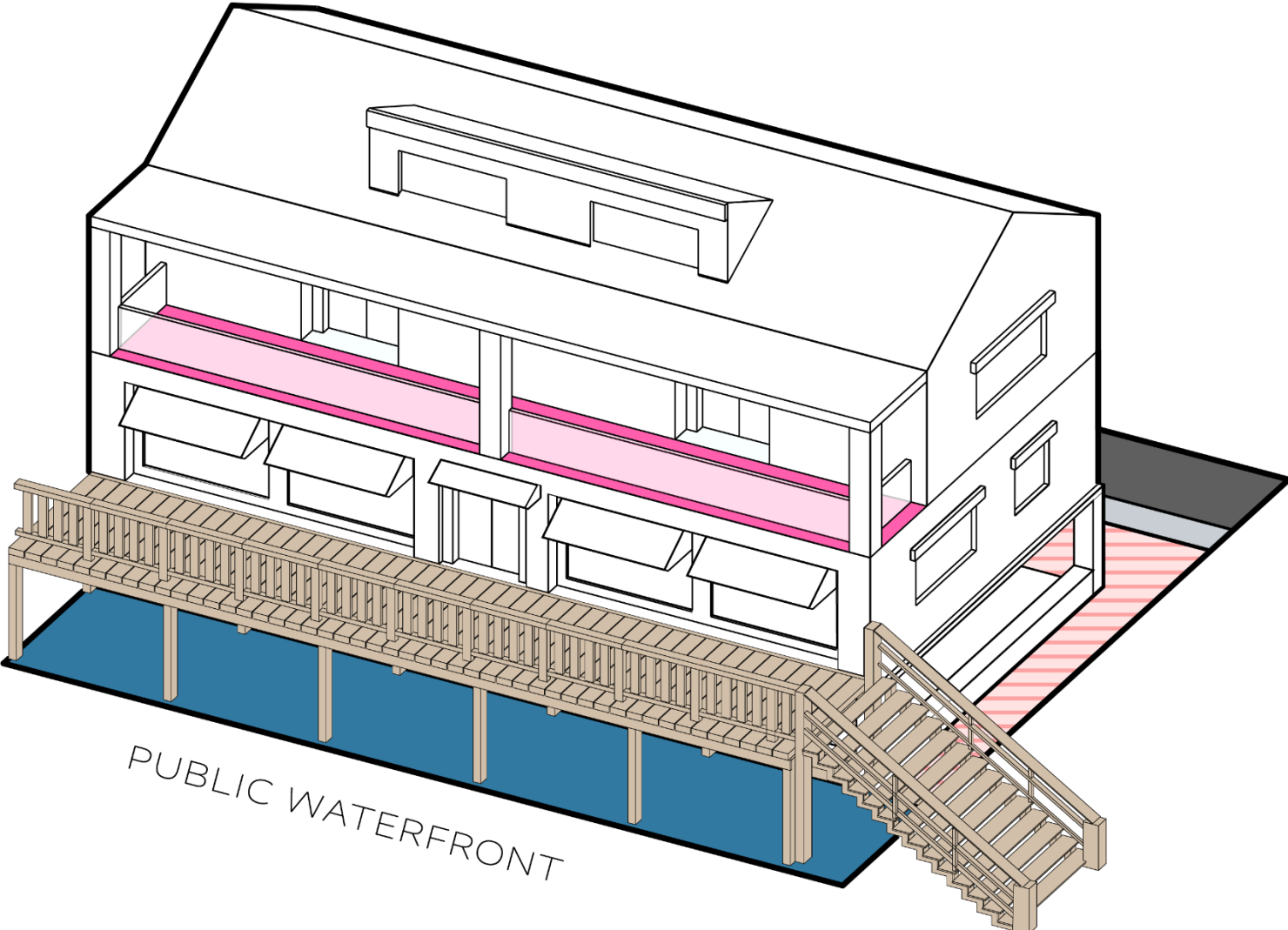
\* Awnings may protrude into the setback a maximum of 4 feet.

\*\* Open structured porches, walkways, enclosed stairways, and elevator shafts are allowed within the step-back.

\*\*\*Height lines are measured from Design Flood Elevation (DFE) to the eave of the building and is calculated as Base Flood Elevation (BFE) plus 4 feet of freeboard.







PUBLIC WATERFRONT

**#2. COMMERCIAL CORE CHARACTER DISTRICT**

BUILDING SITE AREA REQUIREMENTS			
LOT SIZE	Lot width	40 feet minimum	A
	Lot depth	80 feet minimum	B
FRONT YARD SETBACK	1 story buildings	0-10 feet	-
	2 or more story buildings	10 feet*	C
SIDE YARD SETBACK	Lots ≤ 100 feet wide	No setback requirement	D
	Lots > 100 feet wide	10 feet on one side	E
	Corner lots	10 feet along the street**	F
REAR YARD SETBACK	All lots	20 feet	G
STEP-BACK	Multiple story buildings	10-foot minimum step-back for stories above the second story on the front yard and street facing façade, not including alleys, of the building.***	H
BUILDING HEIGHT*	Lots ≤ ¼ acre in size	34 feet, not to exceed 2 stories over ground floor commercial.****	I
	Lots between ¼ and ½ acre in size	44 feet, not to exceed 3 stories over ground floor commercial.****	J
	Lots ≥ ½ acre in size	55 feet, not to exceed 4 stories over ground floor commercial.****	K

\* Structured arcades, awnings, or covered walkways allowed in the setback. Awnings may protrude 4 feet into the public right-of-way.

\*\* Awnings may protrude 4 feet into the public right-of-way along street sides.

\*\*\* Open structured porches, walkways, enclosed stairways, and elevator shafts are allowed within the step-back.

\*\*\*\* Height lines are measured from Design Flood Elevation (DFE) to the eave of the building and is calculated as Base Flood Elevation (BFE) plus 4 feet of freeboard.





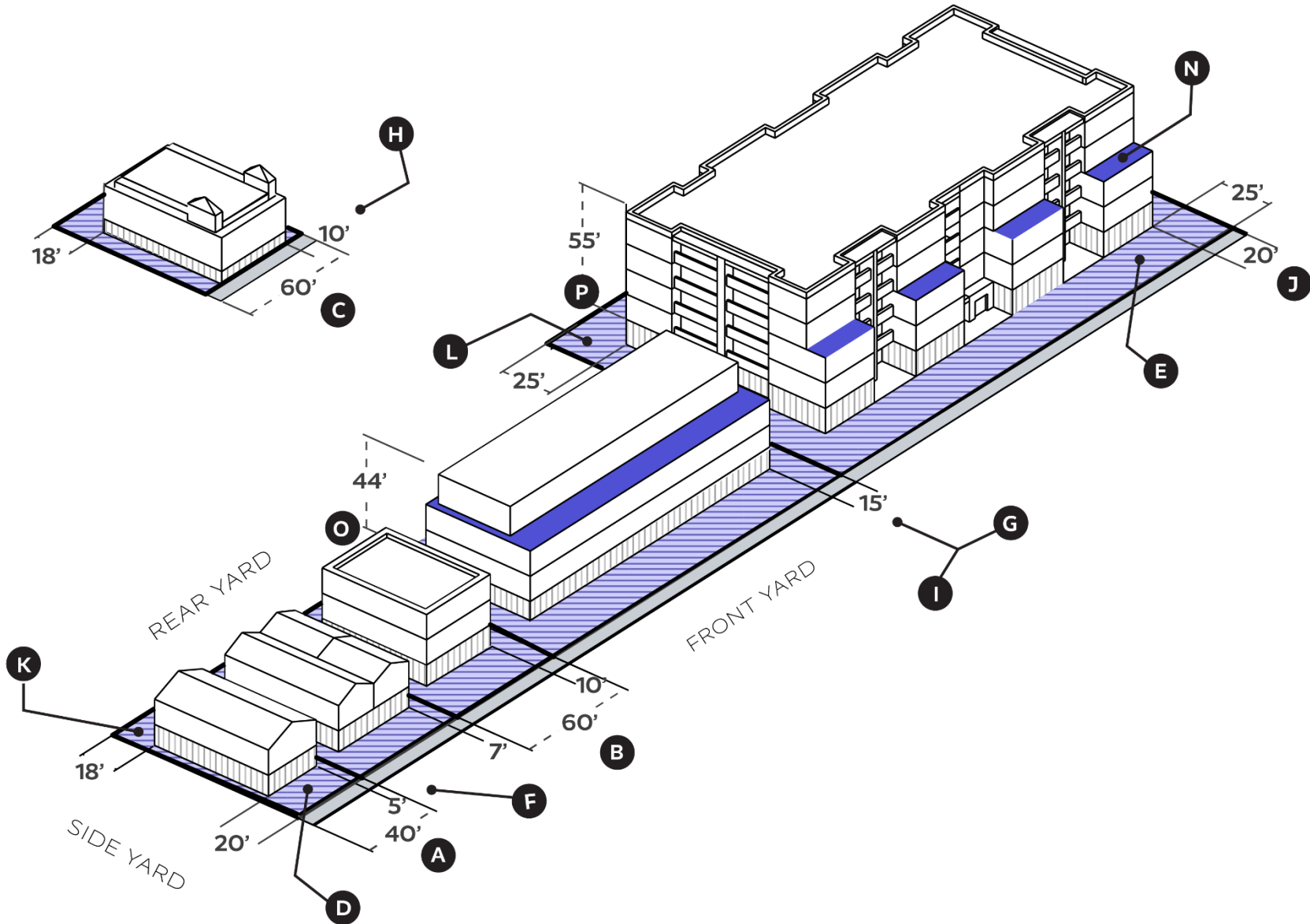
**#3. JOHN’S PASS RESORT CHARACTER DISTRICT**

BUILDING SITE AREA REQUIREMENTS			
LOT SIZE	Single-family, duplex, triplex	40 feet wide minimum	A
	Multifamily and temporary lodging	60 feet wide minimum	B
	Stand-alone commercial	60 feet wide minimum	C
FRONT YARD SETBACK	Single-family, duplex, and triplex	20 feet	D
	Multifamily and temporary lodging	25 feet	E
SIDE YARD SETBACK	Single-family, duplex, and triplex		
	Lots ≤ 50 feet wide	5 feet minimum on both sides	F
	Lots > 50 feet wide	15 feet minimum total with a minimum of 7 feet on either side	G
	Multifamily, temporary lodging, and retail commercial		
	Lots ≤ 120 feet wide	10 feet minimum on both sides	H
	Lots 121-240 feet wide	15 feet minimum on both sides	I
	Lots > 240 feet wide	20 feet minimum on both sides	J
REAR YARD SETBACK	Lots ≤ 100 feet long	18 feet	K
	Lots > 100 feet long	25 feet	L
	Waterfront lots on the Gulf of Mexico	Landward of the Coastal Construction Control Line (CCCL)	-
STEP-BACK	Multiple story buildings	10-foot minimum step-back is required for stories above the third story on the front yard façade of the building.*	N
BUILDING HEIGHT*	Lots ≤ ½ acre in size	44 feet maximum, not to exceed 4 stories over ground floor parking.**	O
	Lots > ½ acre in size	55 feet maximum, not to exceed 5 stories over ground floor parking.**	P

\*Enclosed stairways and elevator shafts are allowed within the step-back.

\*\* Height lines are measured from Design Flood Elevation (DFE) to the eave of the building and is calculated as Base Flood Elevation (BFE) plus 4 feet of freeboard.





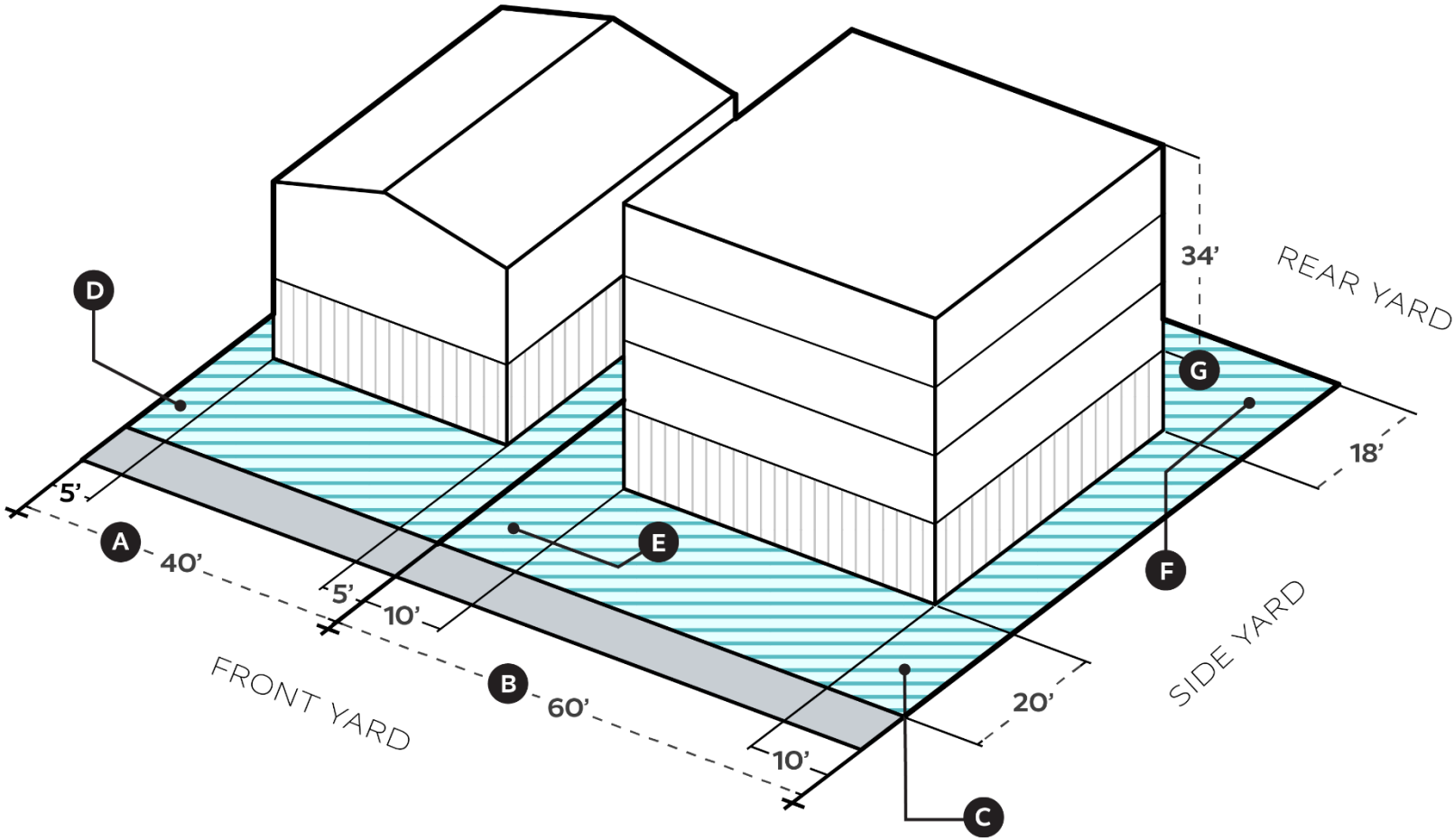


**#4. LOW INTENSITY MIXED USE CHARACTER DISTRICT**

BUILDING SITE AREA REQUIREMENTS			
LOT SIZE	Single-family, duplex, triplex	40 feet wide minimum	A
	Multifamily and temporary lodging	60 feet wide minimum	B
FRONT YARD SETBACK	All lots	20 feet	C
SIDE YARD SETBACK	Lots ≤ 50 ft wide	5 feet on each side	D
	Lots > 50 ft wide	10 feet on each side	E
REAR YARD SETBACK	All lots	18 feet	F
BUILDING HEIGHT	All lots	34 feet maximum, not to exceed 3 stories over ground floor parking.*	G

\* Height lines are measured from Design Flood Elevation (DFE) to the eave of the building and is calculated as Base Flood Elevation (BFE) plus 4 feet of freeboard.





**#5. TRADITIONAL VILLAGE CHARACTER DISTRICT**

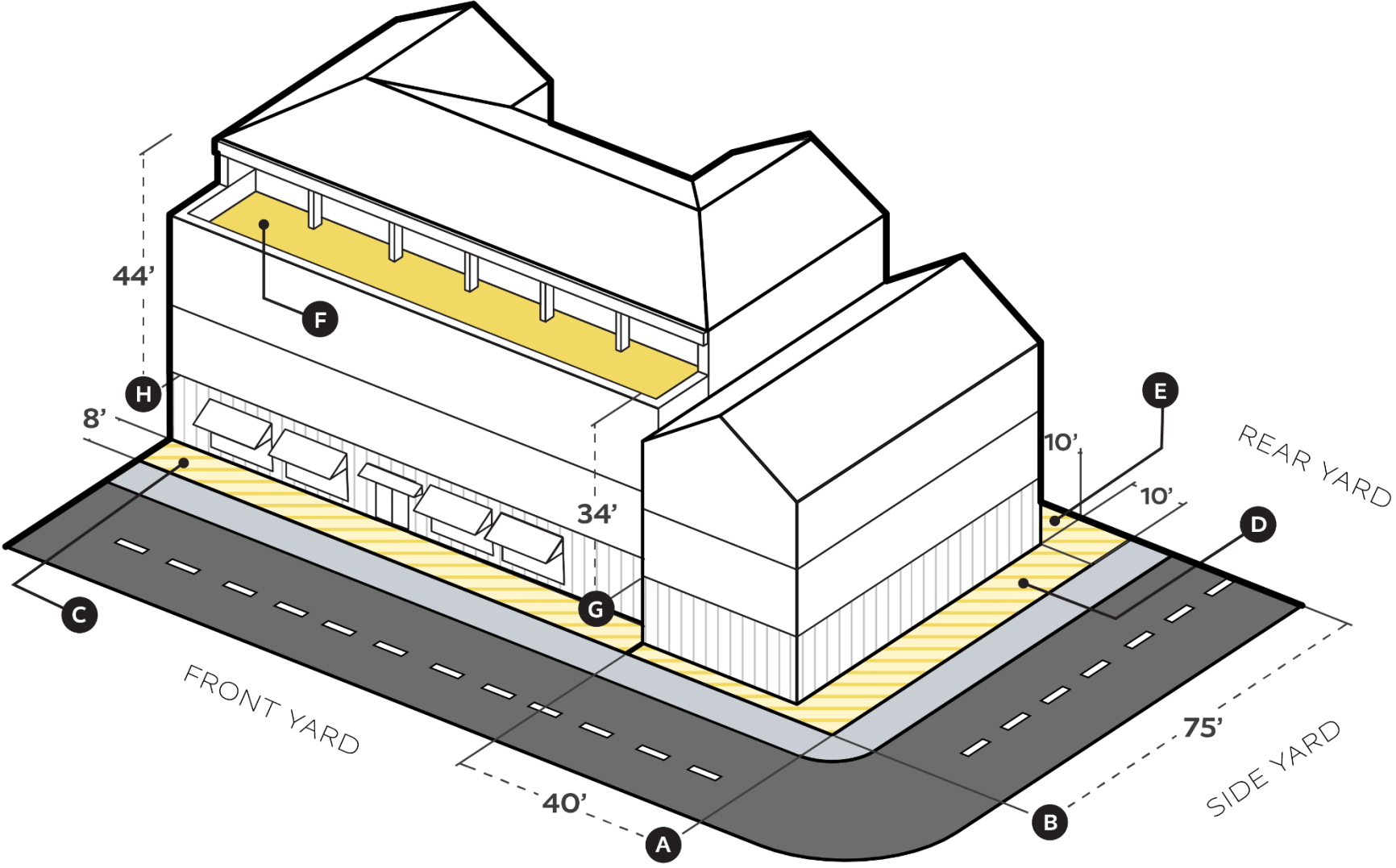
BUILDING SITE AREA REQUIREMENTS			
LOT SIZE	Lot width	40 feet minimum	A
	Lot depth	75 feet minimum	B
FRONT YARD SETBACK	All lots	0-10 feet*	C
SIDE YARD SETBACK	Lots without a side yard along a street	0 feet	-
	Lots with a side yard along a street	10 feet along the street	D
REAR YARD SETBACK	All lots	10 feet	E
STEP-BACK	Multiple story buildings	10-foot minimum step-back is required for stories above the second story on the front yard façade of the building.**	F
BUILDING HEIGHT	Lots ≤ ½ acre in size	34 feet, not to exceed 2 stories over ground floor commercial.***	G
	Lots > ½ acre in size	44 feet, not to exceed 3 stories over ground floor commercial.***	H

\* Awnings may protrude in the public right-of-way a maximum of 4 feet.

\*\* Open structured porches, walkways, enclosed stairways, and elevator shafts are allowed within the step-back.

\*\*\* Height lines are measured from Design Flood Elevation (DFE) to the eave of the building and is calculated as Base Flood Elevation (BFE) plus 4 feet of freeboard.





**#6. TRANSITIONAL CHARACTER DISTRICT**

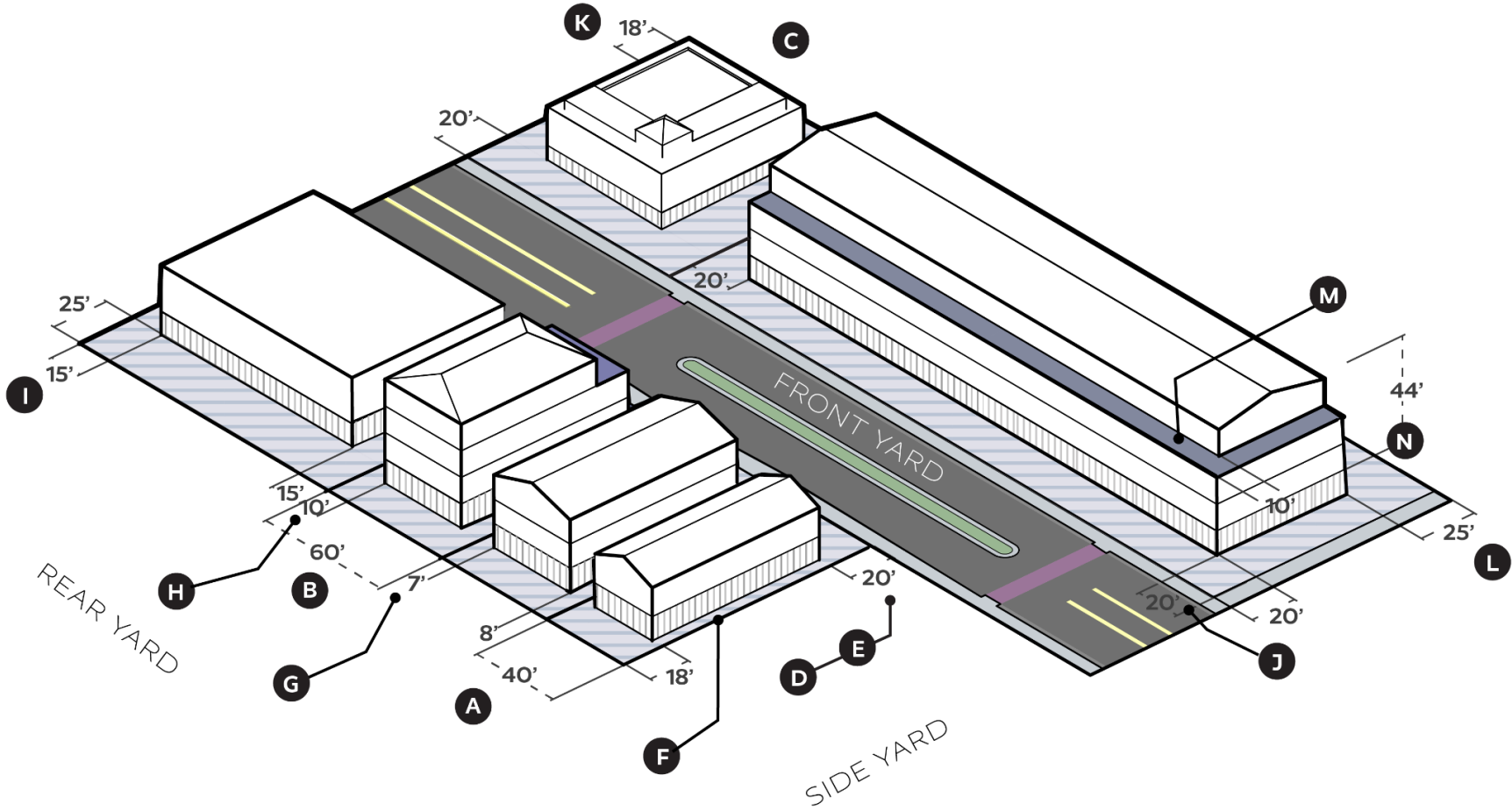
<b>BUILDING SITE AREA REQUIREMENTS</b>			
LOT SIZE	Single-family, duplex, triplex	40 feet wide minimum	A
	Multifamily and temporary lodging	60 feet wide minimum	B
	Stand-alone commercial	60 feet wide minimum	C
	Public service facilities	Not to exceed 5 acres (217,800 square feet)*	-
FRONT YARD SETBACK	Single-family, duplex, and triplex	20 feet	D
	Multifamily, temporary lodging, and commercial	20 feet	E
SIDE YARD SETBACK	Single-family, duplex, and triplex		
	- Lots ≤ 50 feet wide	5 feet minimum on each side	F
	- Lots > 50 feet wide	15 feet minimum total with a minimum of 7 feet on either side	G
	Multifamily, temporary lodging, and retail commercial		
	- Lots ≤ 120 feet wide	10 feet minimum on each side	H
	- Lots 121-240 feet wide	15 feet minimum on each side	I
	- Lots > 240 feet wide	20 feet minimum on each side	J
REAR YARD SETBACK	Lots ≤ 100 feet long	18 feet	K
	Lots > 100 feet long	25 feet	L
	Waterfront lots on the Gulf of Mexico	Landward of the Coastal Construction Control Line (CCCL)	-
STEP-BACK	Multi-story buildings	10-foot minimum step-back is required for stories above the third story on the front yard and street facing façade of the building.**	M
BUILDING HEIGHT	All lots	44 feet, not to exceed 4 stories over ground floor parking or commercial if located on the east side of Gulf Boulevard.***	N

\* Like uses or contiguous like uses in excess of this threshold shall require the parcel to be amended to the P-SP zoning district and the appropriate land use category.



\*\* Enclosed stairways and elevator shafts are allowed within the step-back.

\*\*\* Height lines are measured from Design Flood Elevation (DFE) to the eave of the building and is calculated as Base Flood Elevation (BFE) plus 4 feet of freeboard.



# Business Impact Estimate

Proposed ordinance's title/reference: Ordinance 2024-09: Appendix D John's Pass Village Activity Center Development Standards

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): *Ordinance 2024-09 Appendix D, the new JPV Activity Center Development Standards, creates a new appendix in the Code of Ordinances that outlines all development standards in the Activity Center land use category. The development standards differ from character district to character district encompassing the standards from the JPV Special Area Plan.*

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:  
(a) An estimate of direct compliance costs that businesses may reasonably incur;  
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and  
(c) An estimate of the City of Madeira Beach’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.  
*No foreseen direct economic impact of the proposed ordinance.*

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:  
*No foreseen impact on businesses with the proposed ordinance.*

4. Additional information the governing body deems useful (if any):  
*This ordinance assures that the Madeira Beach Land Development Regulations are consistent with the John’s Pass Village Activity Center Plan.*



**Tampa Bay Times**  
**Published Daily**

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

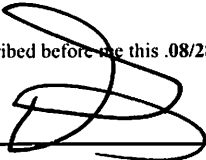
Before the undersigned authority personally appeared **Jean Mitotes** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE 2024-09, 2024-10, 2024-11, 2024-12** was published in said newspaper by print in the issues of: **8/28/24** or by publication on the newspaper's website, if authorized, on

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



\_\_\_\_\_  
Signature Affiant

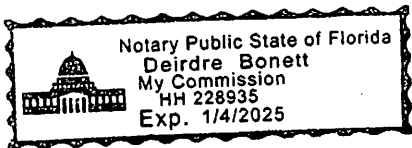
Sworn to and subscribed before me this **.08/28/2024**



\_\_\_\_\_  
Signature of Notary Public

Personally known       X       or produced identification

Type of identification produced \_\_\_\_\_



# NOTICE OF PUBLIC HEARING OF CITY OF MADEIRA BEACH BOARD OF COMMISSIONERS (BOC) ON PROPOSED AMENDMENTS TO THE CITY'S LAND DEVELOPMENT REGULATIONS AND TO REZONE C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER, C-2 JOHN'S PASS MARINE COMMERCIAL, C-3 RETAIL COMMERCIAL, C-4 MARINE COMMERCIAL, PD PLANNED DEVELOPMENT AND R-3 MEDIUM DENSITY MULTIFAMILY ZONING DISTRICTS AS SET FORTH IN THE MAP SHOWN BELOW TO C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER

In accordance with the City of Madeira Beach Code of Ordinances Sec. 2-6, Sec. 2-78, Sec. 7.3 of the City Charter, and Florida Statutes Sections 166.041, 163.3167, and 163.3174:

**NOTICE IS HEREBY GIVEN** that the Board of Commissioners (BOC) of the City of Madeira Beach, will conduct a public hearing on Wednesday, September 11, 2024, at 6:00 p.m. in the Patricia Shontz Commission Chambers, Madeira Beach City Center, 300 Municipal Drive, Madeira Beach, Florida 33708, for the review of proposed Ordinance 2024-09 (Creating Appendix D to establish the John's Pass Village Activity Center Development Standards), Ordinance 2024-10 (Amending C-1 to refer to Appendix D), Ordinance 2024-11 (Rezoning the John's Pass Village Activity Center area to C-1), and Ordinance 2024-12 (Deleting the C-2 zoning district).

The titles of the ordinances are:

### ORDINANCE 2024-09

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO ADOPT APPENDIX D TO ESTABLISH THE JOHN'S PASS VILLAGE ACTIVITY CENTER DEVELOPMENT STANDARDS; PROVIDING THAT SAID STANDARDS SHALL REGULATE DEVELOPMENT IN THE JOHN'S PASS VILLAGE DISTRICT; PROVIDING FOR PERMITTED, ACCESSORY AND SPECIAL EXCEPTION USES; PROVIDING FOR BUILDING SITE AREA REQUIREMENTS; PROVIDING FOR SETBACK REQUIREMENTS; PROVIDING FOR RESIDENTIAL, VACATION RENTAL AND TEMPORARY LODGING USE DENSITY; PROVIDING FOR MAXIMUM BUILDING HEIGHT; PROVIDING FOR MAXIMUM FLOOR AREA RATIO; PROVIDING FOR IMPERVIOUS SURFACE RATIO; PROVIDING FOR ALTERNATIVE TEMPORARY LODGING USE STANDARDS; PROVIDING FOR DESIGN STANDARDS AND GUIDELINES; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-10

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 5. C-1, TOURIST COMMERCIAL OF THE CITY'S LAND DEVELOPMENT CODE TO RENAME IT AS C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER; PROVIDING FURTHER INFORMATION ON PURPOSE AND INTENT OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER DISTRICT; REPLACING THE DEVELOPMENT STANDARDS SET FORTH IN SECTIONS 110-257 THROUGH 110-265 WITH THE DEVELOPMENT STANDARDS SET FORTH IN APPENDIX D (JOHN'S PASS VILLAGE ACTIVITY CENTER DEVELOPMENT STANDARDS); PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-11

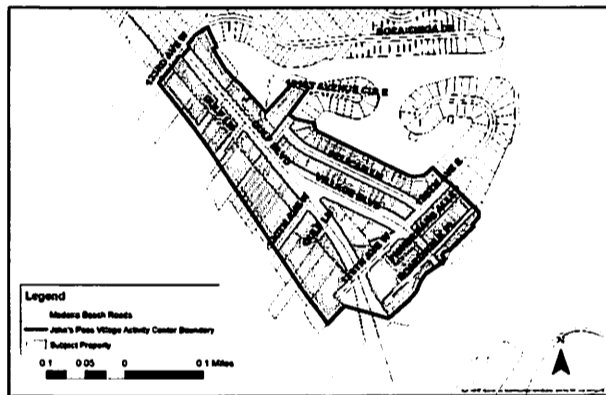
**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING REAL PROPERTY FROM C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER, C-2 JOHN'S PASS MARINE COMMERCIAL, C-3 RETAIL COMMERCIAL, C-4 MARINE COMMERCIAL, PD PLANNED DEVELOPMENT, AND R-3 MEDIUM DENSITY MULTIFAMILY RESIDENTIAL ZONING DISTRICTS TO C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER FOR THE AREA AS SET FORTH IN THE ACCOMPANYING LEGAL DESCRIPTION IN EXHIBIT A ATTACHED HERETO AND HEREBY MADE A PART OF THIS ORDINANCE; PROVIDING FOR FUTURE REVITALIZATION AND DEVELOPMENT**

**WITHIN THE ACTIVITY CENTER CATEGORY TO BE CONSISTENT WITH AND PURSUANT TO THE PROCEDURES, GUIDELINES AND STANDARDS OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER PLAN AS ADOPTED BY ORDINANCE 2023-01; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.**

### ORDINANCE 2024-12

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, DELETING DIVISION 6. JOHN'S PASS MARINE COMMERCIAL, SECTIONS 110-286 THROUGH 110-295 OF CHAPTER 110 ZONING, ARTICLE V. DISTRICTS OF THE CITY'S LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A geographic location map of the real property affected by the adoption of these ordinances is shown below.



**Public Notice: Sec. 2-6. - Notice of quasi-judicial hearings.(b)** Mailed and published notice for quasi-judicial proceedings shall also advise that any affected person may become a party to such proceeding 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 city clerk not less than five days prior to the hearing. Ordinance 2024-09, Ordinance 2024-10, Ordinance 2024-11, and Ordinance 2024-12 are available for inspection in the Community Development Office, Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida 33708, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday or online at <https://madeirabeachfl.gov/johns-pass-activity-center-plan/>. If you would like more information regarding the Ordinances, please contact the Community Development Department, at 727-391-9951, ext. 244 or [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov). Both meetings will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

**Note:** 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 these meetings 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 City to transcribe verbatim minutes; 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 727-391-9951 Ext. 244 or [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov).



# Memorandum

**Meeting Details:** September 11, 2024 – Board of Commissioners Regular Meeting  
**Prepared For:** Honorable Mayor Brooks and Board of Commissioners  
**Staff Contact:** Madeira Beach Community Development Department  
**Subject:** Ordinance 2024-10: C-1 refer to Appendix D – 2nd reading and public hearing

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## Background

The City of Madeira Beach Board of Commissioners adopted Ordinance 2023-01 (John’s Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending FLUM to add John's Pass Village Activity Center) on March 13, 2024. These ordinances updated the Madeira Beach Comprehensive Plan and Future Land Use Map. Ordinance 2023-01 and Ordinance 2023-02 did not change the Land Development Regulations (LDRs) in the Madeira Beach Code of Ordinances or amend the Madeira Beach Zoning Map. The Madeira Beach Code of Ordinances LDRs and Madeira Beach Zoning Map must be amended within one (1) year of the adoption of the John’s Pass Village (JPV) Activity Center Plan and amendment to the City’s Future Land Use Map.

## Discussion

Multiple ordinances need to be created and adopted to implement the JPV Special Area Plan: create the new development standards that corresponds with the JPV Activity Center Plan (Ordinance 2024-09), recategorize and rename the zoning district that will refer to these new development standards (Ordinance 2024-10), rezone the entire JPV Activity Center area (Ordinance 2024-11), and remove and reserve the zoning district that is no longer used (Ordinance 2024-12).

Ordinance 2024-10 amends C-1 Tourist Commercial Zoning District to refer to the new Appendix D (Ordinance 2024-09) that outlines all the development standards in the John’s Pass Village Activity Center Area. The amendment to the LDRs removes all the previous standards in the

Zoning District and renames the district from Tourist Commercial to John's Pass Village Activity Center Zoning District.

**Fiscal Impact**

N/A

**Recommendation(s)**

Planning Commission and staff recommends approval of Ordinance 2024-10: Amending C-1 to refer to Appendix D.

**Attachments/Corresponding Documents**

- Ordinance 2024-10 (Amending C-1 to refer to Appendix D)
- Forward Pinellas' Administrative Review Letter
- Legal advertisement

**ORDINANCE 2024-10**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 5. C-1, TOURIST COMMERCIAL OF THE CITY'S LAND DEVELOPMENT CODE TO RENAME IT AS C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER; PROVIDING FURTHER INFORMATION ON PURPOSE AND INTENT OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER DISTRICT; REPLACING THE DEVELOPMENT STANDARDS SET FORTH IN SECTIONS 110-257 THROUGH 110-265 WITH THE DEVELOPMENT STANDARDS SET FORTH IN APPENDIX D (JOHN'S PASS VILLAGE ACTIVITY CENTER DEVELOPMENT STANDARDS); PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The John's Pass Village Activity Center Special Area Plan requires updates to the Madeira Beach Land Development Code to have consistent development standards; and

**WHEREAS**, the purpose and intent of the proposed revisions to the C-1 Tourist Commercial District is to rename the district, encourage mixed use, pedestrian oriented development, promote context-sensitive forms, patterns and intensities of development to preserve and enhance the unique features of the John's Pass Village area; and

**WHEREAS**, to accomplish the stated intent City staff has recommended changes to the C-1 Tourist Commercial District by renaming the district and replace the development standards set forth in Sections 110-257 through 110-265 with the development standards set forth in Appendix D (John's Pass Village Activity Center Development Standards); and

**WHEREAS**, the Planning Commission has considered the recommended changes at a public hearing and has recommended approval to the Board of Commissioners; and

**WHEREAS**, the recommendations of the Planning Commission and city staff have been found meritorious by the Board of Commissioners; and

**WHEREAS**, the Board of Commissioners held two public hearings to consider the approval of the recommend changes and the adoption of this ordinance.

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

**Section 1.** That Chapter 110 Article V. Division 5 of the Land Development Code of the City of Madeira Beach is hereby amended to read as follows:

*DIVISION 5. C-1, ~~TOURIST COMMERCIAL~~ JOHN'S PASS VILLAGE ACTIVITY CENTER*

**Sec. 110-256. Definition; purpose and intent.**

The purpose and intent of the John's Pass Village Activity Center District is to encourage mixed-use, pedestrian-oriented development, promote context-sensitive forms, patterns, and intensities of development to preserve and enhance the unique features of the John's Pass Village area. John's Pass Village development standards are to encourage compatible design and enhance the built environment consistent with the vision, guiding principles, goals, objectives and policies set in the John's Pass Village Special Area Plan. The old Floridian fishing village aesthetic within the tourist centric area (Boardwalk, Traditional Village, and Commercial Core Character Districts) of the district should be maintained and at the forefront of all design. The C-1, John's Pass Village Activity Center Zoning District correlates with the Activity Center (AC) future land use category of the City of Madeira Beach Comprehensive plan and Activity Center (AC) plan category in the Countywide Plan.

~~The C-1, tourist commercial district provides for various tourist and commercial facilities of medium intensity which conveniently supply the needs of the neighborhood as well as the city. The C-1, tourist commercial district correlates with the commercial general (CG) future land use category of the City of Madeira Beach Comprehensive Plan and Retail and Services (R&S) plan category in the Countywide Plan. Services are rendered and commodities are sold which are needed daily and purchased at frequent intervals. The purpose of this district is to recognize the unique commercial, marine, tourist and historic value of this area. It is the intent of the comprehensive land use plan to retain the nautical theme and important character of the waterfront area and of John's Pass Village.~~

(Code 1983, § 20-404; Ord. No. 1138, § 5, 12-9-08; Ord. No. 2022-08 , § 1, 7-13-22; Ord. No. 2023-27 , § 1, 12-13-23)

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

**Sec. 110-257. Permitted uses and development standards.**

Permitted uses and development standards are established and set forth in Appendix D, John's Pass Village Zoning District Standards, of the Madeira Beach Code of Ordinances. All development pursuant to this Division 5 shall be governed by the zoning and development standards contained therein.

- ~~The permitted uses in the C-1, tourist commercial district are as follows:~~
- ~~(1) Residential and vacation rental located above first floor commercial use.~~
  - ~~(2) Personal service, office, and office support, excluding drive-through windows.~~

~~(3) Retail commercial, business service, and commercial, excluding drive-through windows;~~

~~(4) Restaurants, excluding drive-through windows.~~

~~(5) Temporary lodging located above first floor commercial use.~~

(Code 1983, § 20-404; Ord. No. 2022-08 , § 2, 7-13-22; Ord. No. 2023-27 , § 1, 12-13-23)

**~~Sec. 110-258. Accessory uses.~~**

~~The accessory uses in the C-1, tourist commercial district are as follows:~~

~~(1) Swimming pools or cabanas used as bath houses.~~

~~(2) Essential services.~~

~~(3) Nonresidential signs.~~

~~(4) Off-street parking and loading.~~

(Code 1983, § 20-404)

**~~Sec. 110-259. Special exception uses.~~**

~~Upon application for a special exception to the special magistrate and favorable action thereon, the following uses may be permitted in the C-1, tourist commercial district:~~

~~(1) Institutional as a religious use such as churches, synagogues or other houses of worship.~~

~~(2) Private social, recreational or fraternal clubs and organizations.~~

~~(3) Publicly owned or operated parks or recreation areas.~~

~~(4) Commercial recreation.~~

~~(5) Auditoriums.~~

~~(6) Stand-alone parking lots and parking garages as a principal use.~~

(Code 1983, § 20-404; Ord. No. 2017-03 , § 5, 3-7-17; Ord. No. 2019-18 , § 1, 9-10-19; Ord. No. 2023-27 , § 1, 12-13-23)

**~~Sec. 110-260. Building site area requirements.~~**

~~The minimum building site area requirements in the C-1, tourist commercial district are as follows:~~

~~(1) Lot size:~~

~~a. Commercial uses: 4,000 square feet.~~

~~b. Residential dwelling units and vacation rental units: 3,000 square feet per unit.~~

~~(2) Lot width: All permitted uses 40 feet.~~

~~(3) Lot depth: All permitted uses 80 feet.~~

- ~~(4) Maximum: The density is a maximum of 15 residential dwelling units, 15 vacation rental units, or 40 temporary lodging units per acre. Alternative temporary lodging use standards are allowed as detailed in subsection 110-265(g).~~

~~(Code 1983, § 20-404; Ord. No. 1138, § 5, 12-9-08; Ord. No. 2023-27, § 1, 12-13-23)~~

**~~Sec. 110-261. Setback requirements.~~**

~~The following minimum setbacks shall apply in the C-1, tourist commercial district:~~

- ~~(1) Front yard: None. (See the special requirement in subsection 110-265(b).)~~
- ~~(2) Rear yard: 25 feet.~~
- ~~(3) Side yard: All permitted uses ten feet—one side only. (See the special requirements in section 110-265.)~~

~~(Code 1983, § 20-404; Ord. No. 2023-27, § 1, 12-13-23)~~

**~~Sec. 110-262. Maximum building height.~~**

~~For all uses in the C-1, tourist commercial district the maximum building height shall be 34 feet.~~

~~(Code 1983, § 20-404; Ord. No. 2021-23, § 1, 11-10-21; Ord. No. 2022-08, § 3, 7-13-22)~~

**~~Sec. 110-263. Maximum lot coverage.~~**

~~The maximum lot coverage in the C-1, tourist commercial district is as follows:~~

- ~~(1) Commercial uses: Floor area ratio (FAR) 0.55.~~
- ~~(2) Public owned parks and recreation facilities: Floor area ratio (FAR) 0.25.~~

~~(Code 1983, § 20-404; Ord. No. 1138, § 5, 12-9-08; Ord. No. 2022-08, § 4, 7-13-22; Ord. No. 2023-27, § 1, 12-13-23)~~

**~~Sec. 110-264. Impervious surface ratio (ISR).~~**

~~The impervious surface ratio (ISR) in the C-1, tourist commercial district for all uses is 0.85.~~

~~(Code 1983, § 20-404; Ord. No. 2022-08, § 5, 7-13-22)~~

**~~Sec. 110-265. Special requirements.~~**

- ~~(a) The C-1, tourist commercial district does not permit the storage of commercial vehicles.~~
- ~~(b) All properties located within the C-1, tourist commercial district abutting Gulf Boulevard will be required to provide a setback on Gulf Boulevard of 25 feet.~~
- ~~(c) No single commercial structure in the C-1, tourist commercial district may be wider than 120 feet, paralleling to the right-of-way without providing a visual appearance of multiple buildings in increments of 40 feet.~~



- ~~(d) Mixed uses in a single development shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the gross land area of the property.~~
  - ~~(e) Mechanical units shall be on the roof and not visible or shielded from public right-of-way.~~
  - ~~(f) Walls constructed or renovated on the property lines must comply with the current Florida Building Codes including occupancy ratings and current fire codes.~~
  - ~~(g) In the CG future land use category, alternative temporary lodging use standards allows 60 temporary lodging units per acre and a FAR of 1.2. A Development Agreement is required by the City's land development regulations and Forward Pinellas' Countywide Rules to use the alternative temporary lodging use standard. The development agreement must follow all required standards in Forward Pinellas Countywide Rules to use the alternative temporary lodging use standards.~~
  - ~~(h) Institutional, other than public educational facilities shall not exceed a maximum area of five acres.~~
- ~~(Code 1983, § 20-404; Ord. No. 1138, § 5, 12-9-08; Ord. No. 2022-08, § 6, 7-13-22; Ord. No. 2023-27, § 1, 12-13-23)~~

**Secs. 110-~~266~~ 258—110-285. Reserved.**

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

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

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

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

**Section 6.** Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption, provided however it shall not be effective until such time as Ordinance

2024-09 (Adoption of Appendix D) becomes effective. In the event that Ordinance 2024-09 is not approved and adopted by the Board of Commissioners then this Ordinance shall be of no further force and effect.

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

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_



July 9, 2024

Andrew Morris, AICP  
Long Range Planner  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

**RE: Administrative review notice for Tier I Amendment (Ordinances 2024-10, 2024,11 and 2024-09 Appendix D -John's Pass Village Activity Center Development Standards)**

Dear Andrew:

Thank you for submitting the above referenced Tier I Amendment and providing the local Ordinances 2024-10, 2024,11 and 2024-09 Appendix D -John's Pass Village Activity Center Development Standards. This is a local amendment to regulations governing an Activity Center, which is therefore classified as a Tier I amendment per Section 6.2.2 of the Countywide Rules. Since the densities, intensities and permitted uses are consistent with the standards adopted in the Tier II Countywide Plan Map amendment CW 23-03, this amendment meets the requirements of the Tier I process.

The John's Pass Village standards fit within the general framework provided by the Countywide Rules, with specific adaptations to the local context. Specific adaptations in density, intensity, building heights, FAR, and ISR are in place to reflect the unique character and needs of the John's Pass Village area.

We recognize that the consistency process is an ongoing one and if either the City or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at [ewennick@forwardpinellas.org](mailto:ewennick@forwardpinellas.org).

Sincerely,

*Emma Wennick*

Emma Wennick  
Program Planner

# Business Impact Estimate

Proposed ordinance's title/reference: Ordinance 2024-10: C-1 refer to Appendix D

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): *Ordinance 2024-10 amends C-1 Tourist Commercial Zoning District to refer to the new Appendix D (Ordinance 2024-09) that outlines all the development standards in the John's Pass Village Activity Center Area. The amendment to the LDRs removes all the previous standards in the Zoning District and renames the district from Tourist Commercial to John's Pass Village Activity Center Zoning District.*

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:  
(a) An estimate of direct compliance costs that businesses may reasonably incur;  
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and  
(c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.  
*No foreseen direct economic impact of the proposed ordinance.*

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:  
*No foreseen impact on businesses with the proposed ordinance.*

4. Additional information the governing body deems useful (if any):  
*This ordinance assures that the Madeira Beach Land Development Regulations are consistent with the John's Pass Village Activity Center Plan.*

**Tampa Bay Times**  
**Published Daily**

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

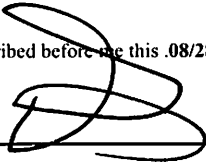
Before the undersigned authority personally appeared **Jean Mitotes** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE 2024-09, 2024-10, 2024-11, 2024-12** was published in said newspaper by print in the issues of: **8/28/24** or by publication on the newspaper's website, if authorized, on

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



\_\_\_\_\_  
Signature Affiant

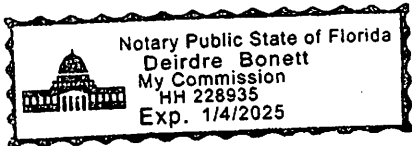
Sworn to and subscribed before me this **.08/28/2024**



\_\_\_\_\_  
Signature of Notary Public

Personally known       X       or produced identification

Type of identification produced \_\_\_\_\_



# NOTICE OF PUBLIC HEARING OF CITY OF MADEIRA BEACH BOARD OF COMMISSIONERS (BOC) ON PROPOSED AMENDMENTS TO THE CITY'S LAND DEVELOPMENT REGULATIONS AND TO REZONE C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER, C-2 JOHN'S PASS MARINE COMMERCIAL, C-3 RETAIL COMMERCIAL, C-4 MARINE COMMERCIAL, PD PLANNED DEVELOPMENT AND R-3 MEDIUM DENSITY MULTIFAMILY ZONING DISTRICTS AS SET FORTH IN THE MAP SHOWN BELOW TO C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER

In accordance with the City of Madeira Beach Code of Ordinances Sec. 2-6, Sec. 2-78, Sec. 7.3 of the City Charter, and Florida Statutes Sections 166.041, 163.3167, and 163.3174:

**NOTICE IS HEREBY GIVEN** that the Board of Commissioners (BOC) of the City of Madeira Beach, will conduct a public hearing on Wednesday, September 11, 2024, at 6:00 p.m. in the Patricia Shontz Commission Chambers, Madeira Beach City Center, 300 Municipal Drive, Madeira Beach, Florida 33708, for the review of proposed Ordinance 2024-09 (Creating Appendix D to establish the John's Pass Village Activity Center Development Standards), Ordinance 2024-10 (Amending C-1 to refer to Appendix D), Ordinance 2024-11 (Rezoning the John's Pass Village Activity Center area to C-1), and Ordinance 2024-12 (Deleting the C-2 zoning district).

The titles of the ordinances are:

### ORDINANCE 2024-09

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO ADOPT APPENDIX D TO ESTABLISH THE JOHN'S PASS VILLAGE ACTIVITY CENTER DEVELOPMENT STANDARDS; PROVIDING THAT SAID STANDARDS SHALL REGULATE DEVELOPMENT IN THE JOHN'S PASS VILLAGE DISTRICT; PROVIDING FOR PERMITTED, ACCESSORY AND SPECIAL EXCEPTION USES; PROVIDING FOR BUILDING SITE AREA REQUIREMENTS; PROVIDING FOR SETBACK REQUIREMENTS; PROVIDING FOR RESIDENTIAL, VACATION RENTAL AND TEMPORARY LODGING USE DENSITY; PROVIDING FOR MAXIMUM BUILDING HEIGHT; PROVIDING FOR MAXIMUM FLOOR AREA RATIO; PROVIDING FOR IMPERVIOUS SURFACE RATIO; PROVIDING FOR ALTERNATIVE TEMPORARY LODGING USE STANDARDS; PROVIDING FOR DESIGN STANDARDS AND GUIDELINES; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-10

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 5. C-1, TOURIST COMMERCIAL OF THE CITY'S LAND DEVELOPMENT CODE TO RENAME IT AS C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER; PROVIDING FURTHER INFORMATION ON PURPOSE AND INTENT OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER DISTRICT; REPLACING THE DEVELOPMENT STANDARDS SET FORTH IN SECTIONS 110-257 THROUGH 110-265 WITH THE DEVELOPMENT STANDARDS SET FORTH IN APPENDIX D (JOHN'S PASS VILLAGE ACTIVITY CENTER DEVELOPMENT STANDARDS); PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-11

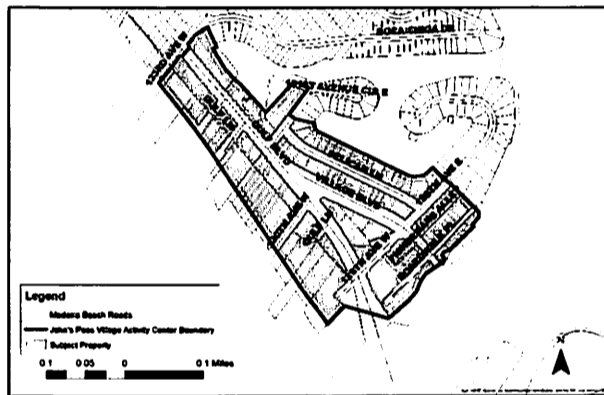
**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING REAL PROPERTY FROM C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER, C-2 JOHN'S PASS MARINE COMMERCIAL, C-3 RETAIL COMMERCIAL, C-4 MARINE COMMERCIAL, PD PLANNED DEVELOPMENT, AND R-3 MEDIUM DENSITY MULTIFAMILY RESIDENTIAL ZONING DISTRICTS TO C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER FOR THE AREA AS SET FORTH IN THE ACCOMPANYING LEGAL DESCRIPTION IN EXHIBIT A ATTACHED HERETO AND HEREBY MADE A PART OF THIS ORDINANCE; PROVIDING FOR FUTURE REVITALIZATION AND DEVELOPMENT**

**WITHIN THE ACTIVITY CENTER CATEGORY TO BE CONSISTENT WITH AND PURSUANT TO THE PROCEDURES, GUIDELINES AND STANDARDS OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER PLAN AS ADOPTED BY ORDINANCE 2023-01; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.**

### ORDINANCE 2024-12

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, DELETING DIVISION 6. JOHN'S PASS MARINE COMMERCIAL, SECTIONS 110-286 THROUGH 110-295 OF CHAPTER 110 ZONING, ARTICLE V. DISTRICTS OF THE CITY'S LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A geographic location map of the real property affected by the adoption of these ordinances is shown below.



**Public Notice: Sec. 2-6. - Notice of quasi-judicial hearings.(b)** Mailed and published notice for quasi-judicial proceedings shall also advise that any affected person may become a party to such proceeding 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 city clerk not less than five days prior to the hearing. Ordinance 2024-09, Ordinance 2024-10, Ordinance 2024-11, and Ordinance 2024-12 are available for inspection in the Community Development Office, Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida 33708, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday or online at <https://madeirabeachfl.gov/johns-pass-activity-center-plan/>. If you would like more information regarding the Ordinances, please contact the Community Development Department, at 727-391-9951, ext. 244 or [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov). Both meetings will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

**Note:** 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 these meetings 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 City to transcribe verbatim minutes; 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 727-391-9951 Ext. 244 or [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov).



## Memorandum

**Meeting Details:** September 11, 2024 – Board of Commissioners Regular Meeting  
**Prepared For:** Honorable Mayor Brooks and Board of Commissioners  
**Staff Contact:** Madeira Beach Community Development Department  
**Subject:** Ordinance 2024-11 Rezone John’s Pass Village Activity Center area to C-1, John’s Pass Village Activity Center Zoning District – 2nd reading and public hearing

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### Background

The City of Madeira Beach Board of Commissioners adopted Ordinance 2023-01 (John’s Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending FLUM to add John's Pass Village Activity Center) on March 13, 2024. These ordinances updated the Madeira Beach Comprehensive Plan and Future Land Use Map. Ordinance 2023-01 and Ordinance 2023-02 did not change the Land Development Regulations (LDRs) in the Madeira Beach Code of Ordinances or amend the Madeira Beach Zoning Map. The Madeira Beach Code of Ordinances LDRs and Madeira Beach Zoning Map must be amended within one (1) year of the adoption of the John’s Pass Village (JPV) Activity Center Plan and amendment to the City’s Future Land Use Map.

### Discussion

Multiple ordinances need to be created and adopted to implement the JPV Special Area Plan: create the new development standards (Ordinance 2024-09), recategorize and rename the zoning district that will refer to these new development standards (Ordinance 2024-10), rezone the entire JPV Activity Center area (Ordinance 2024-11), and remove and reserve the zoning district that is no longer used (Ordinance 2024-12).

Ordinance 2024-11 rezones the entire JPV Activity Center area to C-1, John’s Pass Village Activity Center Zoning District. The future land use in the Madeira Beach Comprehensive Plan is Activity Center and designated Activity Center with the Countywide Plan Map. All three maps



and plans/regulations (Countywide Plan, Madeira Beach Comprehensive Plan, and Madeira Beach Land Development Regulations) will be consistent with the John’s Pass Village Activity Center Plan (Special Area Plan) once Ordinance 2024-11 is adopted.

**Fiscal Impact**

N/A

**Recommendation(s)**

Planning Commission and staff recommends approval of Ordinance 2024-11: Rezone John’s Pass Village Activity Center area to C-1, John’s Pass Village Activity Center Zoning District.

**Attachments/Corresponding Documents**

- Ordinance 2024-11 (Rezoning the John’s Pass Village Activity Center area to C-1)
- Forward Pinellas’ Administrative Review Letter
- Legal advertisement
- Mailing notice
- Affidavit of posting

**ORDINANCE 2024-11**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING REAL PROPERTY FROM C-1 JOHN’S PASS VILLAGE ACTIVITY CENTER, C-2 JOHN’S PASS MARINE COMMERCIAL, C-3 RETAIL COMMERCIAL, C-4 MARINE COMMERCIAL, PD PLANNED DEVELOPMENT, AND R-3 MEDIUM DENSITY MULTIFAMILY RESIDENTIAL ZONING DISTRICTS TO C-1 JOHN’S PASS VILLAGE ACTIVITY CENTER FOR THE AREA AS SET FORTH IN THE ACCOMPANYING LEGAL DESCRIPTION AND PARCEL IDENTIFICATION NUMBERS LISTED IN EXHIBIT A ATTACHED HERETO AND HEREBY MADE A PART OF THIS ORDINANCE; PROVIDING FOR FUTURE REVITALIZATION AND DEVELOPMENT WITHIN THE ACTIVITY CENTER CATEGORY TO BE CONSISTENT WITH AND PURSUANT TO THE PROCEDURES, GUIDELINES AND STANDARDS OF THE JOHN’S PASS VILLAGE ACTIVITY CENTER PLAN AS ADOPTED BY ORDINANCE 2023-01; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.**

**WHEREAS**, the City of Madeira Beach amended the Future Land Use designations in the John’s Pass Village Activity Center Area (Exhibit A) to Activity Center (Ordinance 2023-02) and adopted the John’s Pass Village Activity Center Plan (Ordinance 2023-01) in anticipation of rezoning the area and implementing development standards consistent with the John’s Pass Village Activity Center Plan; and

**WHEREAS**, the Forward Pinellas Countywide Rules and Countywide Plan Strategies requires a local government to prepare and adopt the standards set forth in a Special Area Plan into the Land Development Regulations within a year from when an Activity Center is adopted; and

**WHEREAS**, this proposed rezoning to C-1 John’s Pass Village Activity Center is consistent with and in furtherance of the John’s Pass Village Activity Center Plan (Special Area Plan) and the City’s Comprehensive Plan; and

**WHEREAS**, Zoning District C-1 John’s Pass Village Activity Center states all development standards are set forth in Appendix D, John’s Pass Village Activity Center Development Standards; and

**WHEREAS**, the corresponding amendment of the Countywide Plan Map to Activity Center will render the City and Countywide plans for John’s Pass Village consistent, as required by the Countywide Rules; and

**WHEREAS**, the Planning Commission has held a public hearing to consider this rezoning and has recommended approval to the Board of Commissioners; and

**WHEREAS**, the recommendations of the Planning Commission and City staff have been found meritorious by the Board of Commissioners; and

**WHEREAS**, the Board of Commissioners has held two public hearings to consider the approval of this rezoning and the adoption of this ordinance.

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

**SECTION 1:** That the subject properties as described in Exhibit A be rezoned from C-1 John’s Pass Village Activity Center, C-2 John’s Pass Marine Commercial, C-3 Retail Commercial, C-4 Marine Commercial, PD Planned Development, and R-3 Medium Density Multifamily Residential to C-1 John’s Pass Village Activity Center.

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

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

**SECTION 4:** This rezoning shall take effect immediately upon adoption, provided however it shall not be effective until such time as Ordinance 2024-09 (Adoption of Appendix D) becomes effective. In the event that Ordinance 2024-09 is not approved and adopted by the Board of Commissioners then this Ordinance shall be of no further force and effect.

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

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

ATTEST:

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Trask, City Attorney

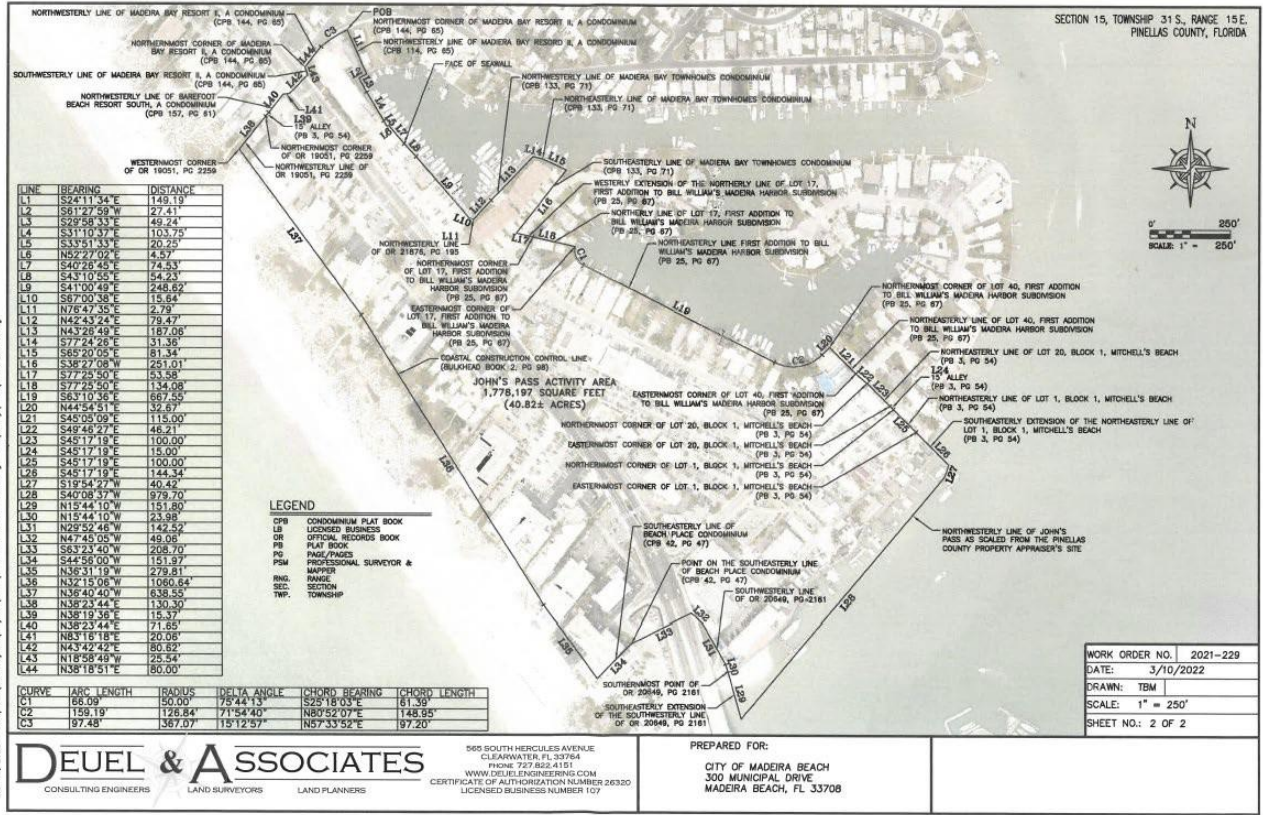
PASSED ON FIRST READING: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EXHIBIT A



**LEGAL DESCRIPTION:**  
**A PORTION OF LAND LYING WITHIN SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGIN AT THE NORTHERNMOST CORNER OF MADEIRA BAY RESORT 11, A CONDOMINIUM, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 144, PAGE 65, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S24°11'34"E, ALONG THE NORTHWESTERLY LINE OF SAID MADEIRA BAY RESORT II, A DISTANCE OF 149.19 FEET TO THE FACE OF AN EXISTING SEAWALL; THENCE ALONG SAID FACE OF SEAWALL THE FOLLOWING NINE (9) COURSES: 1) S61°27'59"W, A DISTANCE OF 27.41 FEET; 2) S29°58'33"E, A DISTANCE OF 49.24 FEET; 3) S31°10'37"E, A DISTANCE OF 103.75 FEET; 4) S33°51'33"E, A DISTANCE OF 20.25 FEET; 5) N52°27'02"E, A DISTANCE OF 4.57 FEET; 6) S40°26'45"E, A DISTANCE OF 74.53 FEET; 7) S43°10'55"E, A DISTANCE OF 54.23 FEET; 8) S41°00'49"E, A DISTANCE OF 248.62 FEET; 9) S67°00'38"E, A DISTANCE OF 15.64 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 21876, PAGE 195, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N76°47'35"E, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 2.79 FEET TO A POINT ON THE NORTHWESTERLY LINE OF MADEIRA BAY TOWNHOMES CONDOMINIUM AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 133, PAGE 71, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) N42°43'24"E, A**

DISTANCE OF 79.47 FEET; 2) N43°26'49"E, A DISTANCE OF 187.06 FEET TO THE NORTHEASTERLY LINE OF SAID MADEIRA BAY TOWNHOMES CONDOMINIUM; THENCE ALONG SAID NORTHEASTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) S77°24'26"E, A DISTANCE OF 31.36 FEET; 2) S65°20'05"E, A DISTANCE OF 81.34 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID MADEIRA BAY TOWNHOMES CONDOMINIUM; THENCE S38°27'08"W, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 251.01 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 17, FIRST ADDITION TO BILL WILLIAM'S MADEIRA HARBOR SUBDIVISION AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 25, PAGE 67, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S77°25'50"E, ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 53.58 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 17; THENCE CONTINUE S77°25'50"E, ALONG THE NORTHERLY LINE OF SAID LOT 17, A DISTANCE OF 134.08 FEET TO THE EASTERNMOST CORNER OF SAID LOT 17, SAID POINT ALSO BEING ON THE NORTHEASTERLY LINE OF SAID FIRST ADDITION TO BILL WILLIAM'S MADEIRA HARBOR SUBDIVISION; THENCE ALONG SAID NORTHEASTERLY LINE THE FOLLOWING FOUR (4) COURSES: 1) ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST AN ARC LENGTH OF 66.09 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 75°44'13", AND A CHORD BEARING S25°18'03"E, A DISTANCE OF 61.39 FEET; 2) S63°10'36"E, A DISTANCE OF 667.55 FEET; 3) ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH AN ARC LENGTH OF 159.19 FEET, SAID CURVE HAVING A RADIUS OF 126.84 FEET, A CENTRAL ANGLE OF 71°54'40", AND A CHORD BEARING N80°52'07"E, A DISTANCE OF 148.95 FEET; 4) N44°54'51 "E, A DISTANCE OF 32.67 FEET TO THE NORTHERNMOST CORNER OF LOT 40 OF SAID FIRST ADDITION TO BILL WILLIAM'S MADEIRA HARBOR SUBDIVISION; THENCE S45°05'09"E, ALONG THE NORTHEASTERLY LINE OF SAID LOT 40, A DISTANCE OF 115.00 FEET TO THE EASTERNMOST CORNER OF SAID LOT 40; THENCE S49°46'27"E, A DISTANCE OF 46.21 FEET TO THE NORTHERNMOST CORNER OF LOT 20, BLOCK 1, MITCHELL'S BEACH, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S45°17'19"E, ALONG THE NORTHEASTERLY LINE OF SAID LOT 20, A DISTANCE OF 100.00 FEET TO THE EASTERNMOST CORNER OF SAID LOT 20; THENCE CONTINUE S45°17'19"E, ACROSS THE 15 FOOT ALLEY BETWEEN LOT 20 AND LOT 1 , BLOCK 1 OF SAID MITCHELL'S BEACH, A DISTANCE OF 15.00 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 1; THENCE S45°17'19"E, ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET TO THE EASTERNMOST CORNER OF SAID LOT 1; THENCE S45°17'19"E, ALONG THE SOUTHEASTERLY EXTENSION OF THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 144.34 FEET TO THE NORTHWESTERLY LINE OF JOHN'S PASS AS SCALED FROM THE PINELLAS COUNTY PROPERTY APPRAISER'S WEBSITE; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) S19°54'27"W, A DISTANCE OF 40.42 FEET; 2) S40°08'37"W, A DISTANCE OF 979.70 FEET TO A POINT ON THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 20649, PAGE 2161, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N15°44'10"W, ALONG SAID SOUTHEASTERLY EXTENSION, A DISTANCE OF 151.80 FEET TO THE SOUTHERNMOST CORNER OF PROPERTY RECORDED IN SAID OFFICIAL RECORDS BOOK 20649, PAGE 2161; THENCE ALONG THE SOUTHWESTERLY

LINE OF THE PROPERTY DESCRIBED IN SAID OFFICIAL RECORDS BOOK 20649, PAGE 2161, THE FOLLOWING THREE (3) COURSES: 1) N15'44'10"W, A DISTANCE OF 23.98 FEET; 2) N29'52'46"W, A DISTANCE OF 142.52 FEET; 3) N47'45'05"W, A DISTANCE OF 49.06 FEET; THENCE DEPARTING SAID SOUTHWESTERLY LINE, S63'23'40"W, A DISTANCE OF 208.70 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF BEACH PLACE CONDOMINIUM AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 42, PAGE 47, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S44'56'00"W, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 151.97 FEET TO A POINT ON THE COASTAL CONSTRUCTION CONTROL LINE AS RECORDED IN BULKHEAD BOOK 2, PAGE 98, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID COASTAL CONSTRUCTION CONTROL LINE THE FOLLOWING THREE (3) COURSES: 1) N36'31'19"W, A DISTANCE OF 279.81 FEET; 2) N32'15'06"W, A DISTANCE OF 1060.64 FEET; 3) N36'40'40"W, A DISTANCE OF 638.55 FEET TO THE WESTERNMOST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 19051 , PAGE 2259, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N38'23'44"E, ALONG THE NORTHWESTERLY LINE OF THE PROPERTY DESCRIBED IN SAID OFFICIAL RECORDS BOOK 19051, PAGE 2259, A DISTANCE OF 130.30 FEET TO THE NORTHERNMOST CORNER OF SAID PROPERTY; THENCE N38'19'36"E, ACROSS A 15' ALLEY BETWEEN LOT 10 AND LOT 11, BLOCK 6, MITCHELL'S BEACH AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, A DISTANCE OF 15.37 FEET TO A POINT ON THE NORTHWESTERLY LINE OF BAREFOOT BEACH RESORT SOUTH, A CONDOMINIUM, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 157, PAGE 61, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) N38'23'44"E, A DISTANCE OF 71.65 FEET; 2) N83'16'18"E, A DISTANCE OF 20.06 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE, N43'42'42"E, A DISTANCE OF 80.62 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF MADEIRA BAY RESORT II, A CONDOMINIUM AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 144, PAGE 65, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N18'58'49"W, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 25.54 FEET TO THE WESTERNMOST CORNER OF SAID MADEIRA BAY RESORT II; THENCE ALONG THE NORTHWESTERLY LINE OF SAID MADEIRA BAY RESORT II THE FOLLOWING TWO (2) COURSES: 1) N38' 18'51 "E, A DISTANCE OF 80.00 FEET; 2) ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST AN ARC LENGTH OF 97.48 FEET, SAID CURVE HAVING A RADIUS OF 367.07 FEET, A CENTRAL ANGLE OF 15'12'57", AND A CHORD BEARING N57'33'52"E, A DISTANCE OF 97.20 FEET TO THE POING OF BEGINNING.

CONTAINING 1,778, 197 SQUARE FEET, (40.82 ACRES) MORE OR LESS.

**Properties with the following Parcel Identification Numbers**

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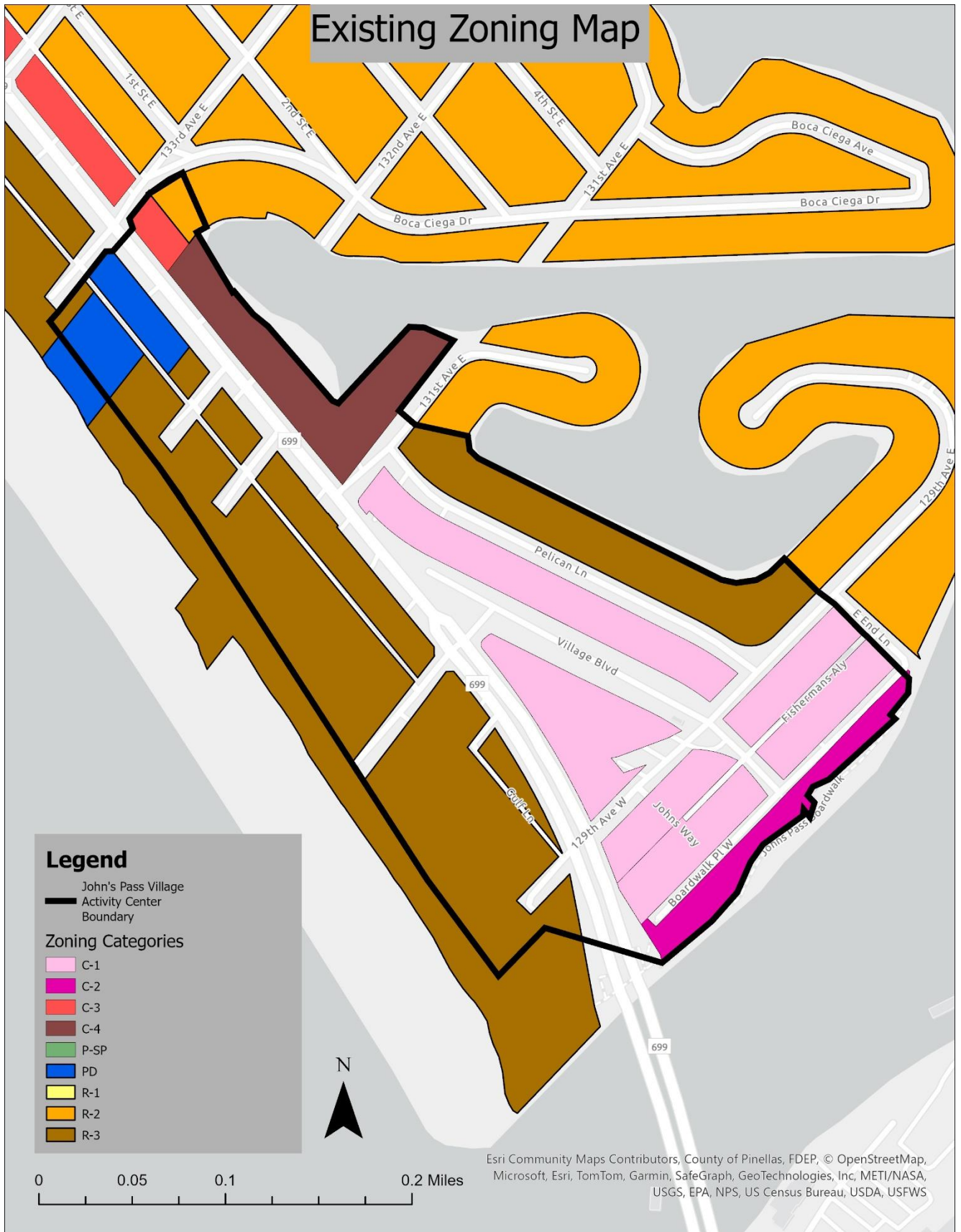
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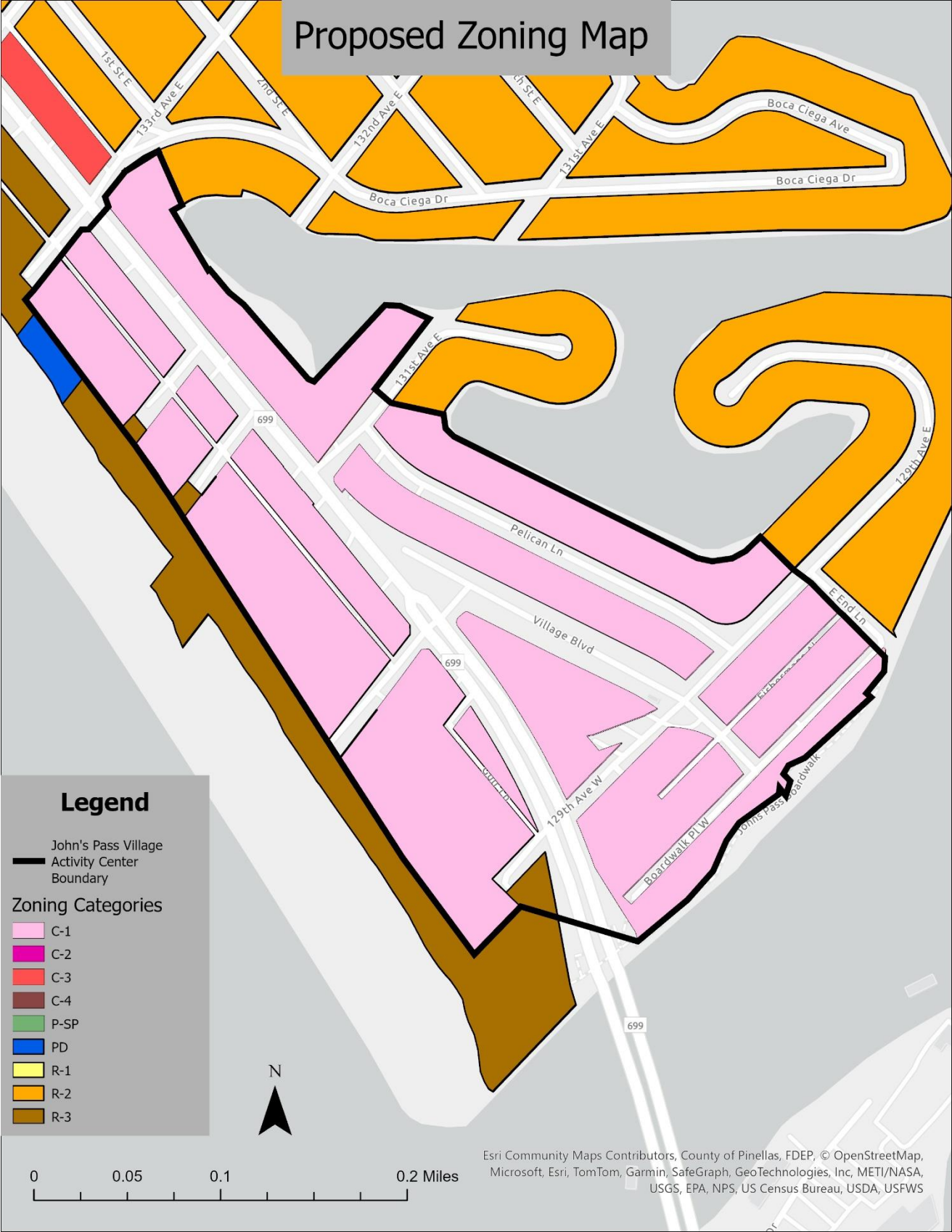
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15 31 15 88552 005 2480	15 31 15 58320 001 0070
15 31 15 05926 001 4030	15 31 15 00000 410 1600
15 31 15 05926 002 2060	15 31 15 00000 410 1200
15 31 15 54170 000 3120	15 31 15 54326 000 0302
15 31 15 54169 000 1609	15 31 15 78644 000 5100
15 31 15 54170 000 5070	15 31 15 54177 002 0070
15 31 15 58320 004 0161	15 31 15 78644 000 5110
15 31 15 78644 000 1030	15 31 15 54297 000 1080
15 31 15 54297 000 3130	15 31 15 05926 001 5010
15 31 15 78644 000 1080	15 31 15 54297 000 4150
15 31 15 88552 003 2160	15 31 15 54177 002 0030
15 31 15 54170 000 5080	15 31 15 58320 006 0020
15 31 15 54169 000 1708	15 31 15 54177 001 0030
15 31 15 54170 000 2080	15 31 15 05926 002 5060
15 31 15 54297 000 3010	15 31 15 54170 000 2090
15 31 15 57275 000 0001	15 31 15 54297 000 1070
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15 31 15 58320 001 0110	15 31 15 54170 000 2070
15 31 15 05926 002 2080	15 31 15 78644 000 3020
15 31 15 54297 000 1050	15 31 15 54297 000 5100
15 31 15 54297 000 5040	15 31 15 54170 000 2130
15 31 15 54170 000 4050	15 31 15 78644 000 3040
15 31 15 05926 001 4010	15 31 15 05926 002 1060
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15 31 15 58320 001 0130	15 31 15 54169 000 1608
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15 31 15 54169 000 1701	15 31 15 54169 000 1606
15 31 15 54170 000 4130	15 31 15 00000 410 0200
15 31 15 54169 000 1302	15 31 15 58320 002 0220
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15 31 15 58320 019 0100	15 31 15 78644 000 3110
15 31 15 54170 000 0040	15 31 15 05926 002 3050
15 31 15 54170 000 0030	15 31 15 54297 000 5090
15 31 15 54169 000 0003	15 31 15 54169 000 1306

EXHIBIT B









July 9, 2024

Andrew Morris, AICP  
Long Range Planner  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

**RE: Administrative review notice for Tier I Amendment (Ordinances 2024-10, 2024,11 and 2024-09 Appendix D -John's Pass Village Activity Center Development Standards)**

Dear Andrew:

Thank you for submitting the above referenced Tier I Amendment and providing the local Ordinances 2024-10, 2024,11 and 2024-09 Appendix D -John's Pass Village Activity Center Development Standards. This is a local amendment to regulations governing an Activity Center, which is therefore classified as a Tier I amendment per Section 6.2.2 of the Countywide Rules. Since the densities, intensities and permitted uses are consistent with the standards adopted in the Tier II Countywide Plan Map amendment CW 23-03, this amendment meets the requirements of the Tier I process.

The John's Pass Village standards fit within the general framework provided by the Countywide Rules, with specific adaptations to the local context. Specific adaptations in density, intensity, building heights, FAR, and ISR are in place to reflect the unique character and needs of the John's Pass Village area.

We recognize that the consistency process is an ongoing one and if either the City or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at [ewennick@forwardpinellas.org](mailto:ewennick@forwardpinellas.org).

Sincerely,

*Emma Wennick*

Emma Wennick  
Program Planner

**NOTICE OF PUBLIC HEARING OF  
CITY OF MADEIRA BEACH BOARD OF COMMISSIONERS (BOC) ON  
PROPOSED AMENDMENTS TO THE CITY'S LAND DEVELOPMENT  
REGULATIONS AND TO REZONE C-1 JOHN'S PASS VILLAGE ACTIVITY  
CENTER, C-2 JOHN'S PASS MARINE COMMERCIAL, C-3 RETAIL  
COMMERCIAL, C-4 MARINE COMMERCIAL, PD PLANNED DEVELOPMENT  
AND R-3 MEDIUM DENSITY MULTIFAMILY ZONING DISTRICTS AS SET  
FORTH IN THE MAP SHOWN BELOW TO C-1 JOHN'S PASS VILLAGE  
ACTIVITY CENTER**

In accordance with the City of Madeira Beach Code of Ordinances Sec. 2-6, Sec. 2-78, Sec. 7.3 of the City Charter, and Florida Statutes Sections 166.041, 163.3167, and 163.3174:

**NOTICE IS HEREBY GIVEN** that the Board of Commissioners (BOC) of the City of Madeira Beach, will conduct a public hearing on Wednesday, September 11, 2024, at 6:00 p.m. in the Patricia Shontz Commission Chambers, Madeira Beach City Center, 300 Municipal Drive, Madeira Beach, Florida 33708, for the review of proposed Ordinance 2024-09 (Creating Appendix D to establish the John's Pass Village Activity Center Development Standards), Ordinance 2024-10 (Amending C-1 to refer to Appendix D), Ordinance 2024-11 (Rezoning the John's Pass Village Activity Center area to C-1), and Ordinance 2024-12 (Deleting the C-2 zoning district).

The titles of the ordinances are:

**ORDINANCE 2024-09**

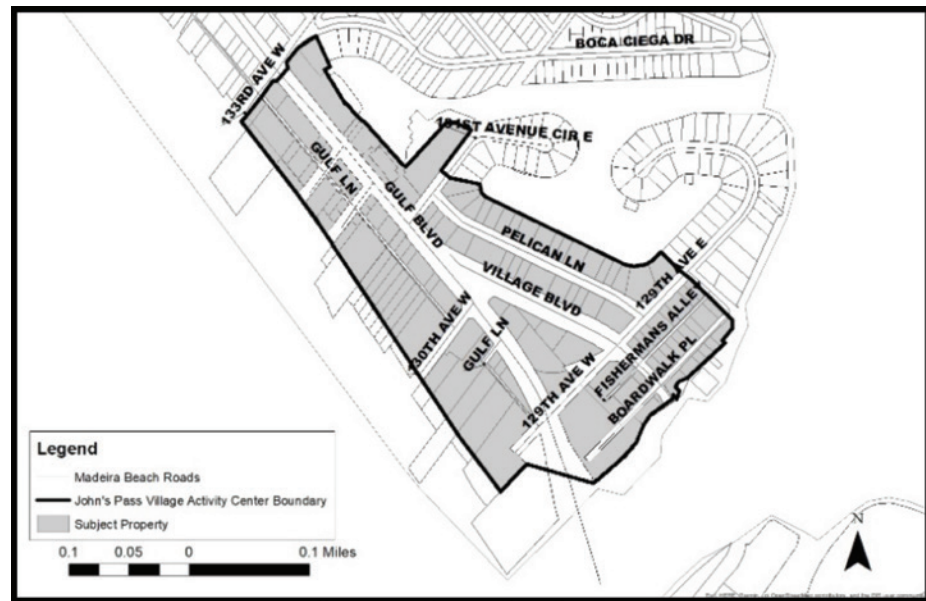
**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO ADOPT APPENDIX D TO ESTABLISH THE JOHN'S PASS VILLAGE ACTIVITY CENTER DEVELOPMENT STANDARDS; PROVIDING THAT SAID STANDARDS SHALL REGULATE DEVELOPMENT IN THE JOHN'S PASS VILLAGE DISTRICT; PROVIDING FOR PERMITTED, ACCESSORY AND SPECIAL EXCEPTION USES; PROVIDING FOR BUILDING SITE AREA REQUIREMENTS; PROVIDING FOR SETBACK REQUIREMENTS; PROVIDING FOR RESIDENTIAL, VACATION RENTAL AND TEMPORARY LODGING USE DENSITY; PROVIDING FOR MAXIMUM BUILDING HEIGHT; PROVIDING FOR MAXIMUM FLOOR AREA RATIO; PROVIDING FOR IMPERVIOUS SURFACE RATIO; PROVIDING FOR ALTERNATIVE TEMPORARY LODGING USE STANDARDS; PROVIDING FOR DESIGN STANDARDS AND GUIDELINES; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

TRIMMED GUTTER – NO TEXT OR GRAPHICS IN THIS AREA

PROOF	1	SIZE	11.0in x 17.0in
BLEEDS NO	SWATCHES	Process Cyan Process Magenta Process Yellow Process Black	



A geographic location map of the real property affected by the adoption of these ordinances is shown below.



**Public Notice:** *Sec. 2-6. - Notice of quasi-judicial hearings.*(b) Mailed and published notice for quasi-judicial proceedings shall also advise that any affected person may become a party to such proceeding 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 city clerk not less than five days prior to the hearing. Ordinance 2024-09, Ordinance 2024-10, Ordinance 2024-11, and Ordinance 2024-12 are available for inspection in the Community Development Office, Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida 33708, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday or online at <https://madeirabeachfl.gov/johns-pass-activity-center-plan/>. If you would like more information regarding the Ordinances, please contact the Community Development Department, at 727-391-9951, ext. 244 or [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov). Both meetings will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

**Note:** 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 these meetings 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 City to transcribe verbatim minutes; 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 727-391-9951 Ext. 244 or [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov).

TRIMMED GUTTER - NO TEXT OR GRAPHICS IN THIS AREA

**ORDINANCE 2024-10**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 5. C-1, TOURIST COMMERCIAL OF THE CITY'S LAND DEVELOPMENT CODE TO RENAME IT AS C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER; PROVIDING FURTHER INFORMATION ON PURPOSE AND INTENT OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER DISTRICT; REPLACING THE DEVELOPMENT STANDARDS SET FORTH IN SECTIONS 110-257 THROUGH 110-265 WITH THE DEVELOPMENT STANDARDS SET FORTH IN APPENDIX D (JOHN'S PASS VILLAGE ACTIVITY CENTER DEVELOPMENT STANDARDS); PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**ORDINANCE 2024-11**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING REAL PROPERTY FROM C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER, C-2 JOHN'S PASS MARINE COMMERCIAL, C-3 RETAIL COMMERCIAL, C-4 MARINE COMMERCIAL, PD PLANNED DEVELOPMENT, AND R-3 MEDIUM DENSITY MULTIFAMILY RESIDENTIAL ZONING DISTRICTS TO C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER FOR THE AREA AS SET FORTH IN THE ACCOMPANYING LEGAL DESCRIPTION IN EXHIBIT A ATTACHED HERETO AND HEREBY MADE A PART OF THIS ORDINANCE; PROVIDING FOR FUTURE REVITALIZATION AND DEVELOPMENT WITHIN THE ACTIVITY CENTER CATEGORY TO BE CONSISTENT WITH AND PURSUANT TO THE PROCEDURES, GUIDELINES AND STANDARDS OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER PLAN AS ADOPTED BY ORDINANCE 2023-01; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

**ORDINANCE 2024-12**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, DELETING DIVISION 6. JOHN'S PASS MARINE COMMERCIAL, SECTIONS 110-286 THROUGH 110-295 OF CHAPTER 110 ZONING, ARTICLE V. DISTRICTS OF THE CITY'S LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

PROOF	1	SIZE	11.0in x 17.0in
BLEEDS NO	SWATCHES	Process Cyan Process Magenta Process Yellow Process Black	



**NOTICE OF INTENT TO BE AN AFFECTED PARTY**

**AFFECTED PERSON INFORMATION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**APPLICATION INFORMATION**

Case No or Application No., whichever applies: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

\_\_\_\_\_

Signature of Affected Person

\_\_\_\_\_

Date

Note: 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 City to transcribe verbatim minutes; 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 in order to participate in this meeting should call 727-391-9951 or fax a written request to 727-399-1131.

PROOF	1	SIZE	8.5in x 11.0in
BLEEDS NO	SWATCHES	Process Cyan Process Magenta Process Yellow Process Black	

# Business Impact Estimate

Proposed ordinance's title/reference: Ordinance 2024-11 Rezone John's Pass Village Activity Center area to C-1, John's Pass Village Activity Center Zoning District

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): *Ordinance 2024-11 rezones the entire JPV Activity Center area to C-1, John's Pass Village Activity Center Zoning District. The future land use in the Madeira Beach Comprehensive Plan is Activity Center and designated Activity Center with the Countywide Plan Map. All three maps and plans/regulations (Countywide Plan, Madeira Beach Comprehensive Plan, and Madeira Beach Land Development Regulations) will be consistent with the John's Pass Village Activity Center Plan (Special Area Plan) once Ordinance 2024-11 is adopted.*

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:  
(a) An estimate of direct compliance costs that businesses may reasonably incur;  
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and  
(c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.  
  
*No foreseen direct economic impact of the proposed ordinance.*

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:  
  
*No foreseen impact on businesses with the proposed ordinance.*

4. Additional information the governing body deems useful (if any):  
  
*This ordinance assures that the Madeira Beach Land Development Regulations are consistent with the John's Pass Village Activity Center Plan.*

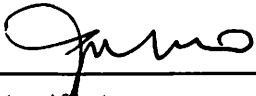
# Tampa Bay Times

## Published Daily

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

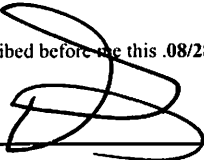
Before the undersigned authority personally appeared **Jean Mitotes** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE 2024-09, 2024-10, 2024-11, 2024-12** was published in said newspaper by print in the issues of: **8/28/24** or by publication on the newspaper's website, if authorized, on

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



\_\_\_\_\_  
Signature Affiant

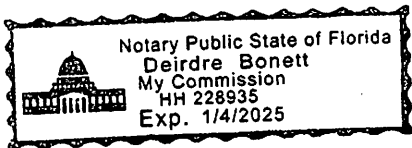
Sworn to and subscribed before me this **.08/28/2024**



\_\_\_\_\_  
Signature of Notary Public

Personally known       X       or produced identification

Type of identification produced \_\_\_\_\_



**NOTICE OF PUBLIC HEARING OF CITY OF MADEIRA BEACH BOARD OF COMMISSIONERS (BOC) ON PROPOSED AMENDMENTS TO THE CITY'S LAND DEVELOPMENT REGULATIONS AND TO REZONE C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER, C-2 JOHN'S PASS MARINE COMMERCIAL, C-3 RETAIL COMMERCIAL, C-4 MARINE COMMERCIAL, PD PLANNED DEVELOPMENT AND R-3 MEDIUM DENSITY MULTIFAMILY ZONING DISTRICTS AS SET FORTH IN THE MAP SHOWN BELOW TO C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER**

In accordance with the City of Madeira Beach Code of Ordinances Sec. 2-6, Sec. 2-78, Sec. 7.3 of the City Charter, and Florida Statutes Sections 166.041, 163.3167, and 163.3174:

**NOTICE IS HEREBY GIVEN** that the Board of Commissioners (BOC) of the City of Madeira Beach, will conduct a public hearing on Wednesday, September 11, 2024, at 6:00 p.m. in the Patricia Shontz Commission Chambers, Madeira Beach City Center, 300 Municipal Drive, Madeira Beach, Florida 33708, for the review of proposed Ordinance 2024-09 (Creating Appendix D to establish the John's Pass Village Activity Center Development Standards), Ordinance 2024-10 (Amending C-1 to refer to Appendix D), Ordinance 2024-11 (Rezoning the John's Pass Village Activity Center area to C-1), and Ordinance 2024-12 (Deleting the C-2 zoning district).

The titles of the ordinances are:

**ORDINANCE 2024-09**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO ADOPT APPENDIX D TO ESTABLISH THE JOHN'S PASS VILLAGE ACTIVITY CENTER DEVELOPMENT STANDARDS; PROVIDING THAT SAID STANDARDS SHALL REGULATE DEVELOPMENT IN THE JOHN'S PASS VILLAGE DISTRICT; PROVIDING FOR PERMITTED, ACCESSORY AND SPECIAL EXCEPTION USES; PROVIDING FOR BUILDING SITE AREA REQUIREMENTS; PROVIDING FOR SETBACK REQUIREMENTS; PROVIDING FOR RESIDENTIAL, VACATION RENTAL AND TEMPORARY LODGING USE DENSITY; PROVIDING FOR MAXIMUM BUILDING HEIGHT; PROVIDING FOR MAXIMUM FLOOR AREA RATIO; PROVIDING FOR IMPERVIOUS SURFACE RATIO; PROVIDING FOR ALTERNATIVE TEMPORARY LODGING USE STANDARDS; PROVIDING FOR DESIGN STANDARDS AND GUIDELINES; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 2024-10**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 5. C-1, TOURIST COMMERCIAL OF THE CITY'S LAND DEVELOPMENT CODE TO RENAME IT AS C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER; PROVIDING FURTHER INFORMATION ON PURPOSE AND INTENT OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER DISTRICT; REPLACING THE DEVELOPMENT STANDARDS SET FORTH IN SECTIONS 110-257 THROUGH 110-265 WITH THE DEVELOPMENT STANDARDS SET FORTH IN APPENDIX D (JOHN'S PASS VILLAGE ACTIVITY CENTER DEVELOPMENT STANDARDS); PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 2024-11**

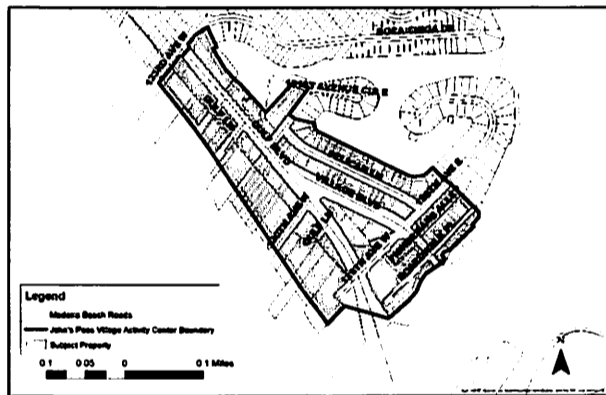
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**WITHIN THE ACTIVITY CENTER CATEGORY TO BE CONSISTENT WITH AND PURSUANT TO THE PROCEDURES, GUIDELINES AND STANDARDS OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER PLAN AS ADOPTED BY ORDINANCE 2023-01; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.**

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**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, DELETING DIVISION 6. JOHN'S PASS MARINE COMMERCIAL, SECTIONS 110-286 THROUGH 110-295 OF CHAPTER 110 ZONING, ARTICLE V. DISTRICTS OF THE CITY'S LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A geographic location map of the real property affected by the adoption of these ordinances is shown below.



**Public Notice: Sec. 2-6. - Notice of quasi-judicial hearings.(b)** Mailed and published notice for quasi-judicial proceedings shall also advise that any affected person may become a party to such proceeding 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 city clerk not less than five days prior to the hearing. Ordinance 2024-09, Ordinance 2024-10, Ordinance 2024-11, and Ordinance 2024-12 are available for inspection in the Community Development Office, Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida 33708, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday or online at <https://madeirabeachfl.gov/johns-pass-activity-center-plan/>. If you would like more information regarding the Ordinances, please contact the Community Development Department, at 727-391-9951, ext. 244 or [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov). Both meetings will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

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## Memorandum

**Meeting Details:** September 11, 2024 – Board of Commissioners Regular Meeting  
**Prepared For:** Honorable Mayor Brooks and Board of Commissioners  
**Staff Contact:** Madeira Beach Community Development Department  
**Subject:** Ordinance 2024-12: Amending C-2 to reserve -2nd reading and public hearing

---

### Background

The City of Madeira Beach Board of Commissioners adopted Ordinance 2023-01 (John’s Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending FLUM to add John's Pass Village Activity Center) on March 13, 2024. These ordinances updated the Madeira Beach Comprehensive Plan and Future Land Use Map. Ordinance 2023-01 and Ordinance 2023-02 did not change the Land Development Regulations (LDRs) in the Madeira Beach Code of Ordinances or amend the Madeira Beach Zoning Map. The Madeira Beach Code of Ordinances LDRs and Madeira Beach Zoning Map must be amended within one (1) year of the adoption of the John’s Pass Village (JPV) Activity Center Plan and amendment to the City’s Future Land Use Map.

### Discussion

Multiple ordinances need to be created and adopted to implement the JPV Special Area Plan: create the new development standards that corresponds with the JPV Activity Center Plan (Ordinance 2024-09), recategorize and rename the zoning district that will refer to these new development standards (Ordinance 2024-10), rezone the entire JPV Activity Center area (Ordinance 2024-11), and remove and reserve the zoning district that is no longer used (Ordinance 2024-12).

Ordinance 2024-12 removes all standards in the C-2 John’s Pass Marine Commercial Zoning District and relabels the district as reserved. C-2 Zoning District encompassed all the land along

the boardwalk in the JPV area which will be designated C-1 JPV Activity Center Zoning District that has its own standards within Appendix D.

**Fiscal Impact**

N/A

**Recommendation(s)**

Planning Commission and staff recommends approval of Ordinance 2024-12: Amending C-2 to reserve.

**Attachments/Corresponding Documents**

- Ordinance 2024-12 (Amending to C-2 to reserved)
- Legal advertisement



**ORDINANCE 2024-12**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, DELETING DIVISION 6. JOHN’S PASS MARINE COMMERCIAL, SECTIONS 110-286 THROUGH 110-295 OF CHAPTER 110 ZONING, ARTICLE V. DISTRICTS OF THE CITY’S LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the John’s Pass Village Activity Center Special Area Plan requires updates to the Madeira Beach Land Development Code to have consistent development standards; and

**WHEREAS**, to accomplish the stated intent City staff has recommended changes to the C-1 Tourist Commercial District by renaming the district, replace the development standards set forth in Sections 110-257 through 110-265 with the development standards set forth in Appendix D (John’s Pass Village Activity Center Development Standards), and rezone the John’s Pass Village Activity Center area C-1; and

**WHEREAS**, the C-2, John’s Pass Marine Commercial zoning district will no longer be used and should be deleted; and

**WHEREAS**, the Planning Commission has considered the recommended changes at a public hearing and has recommended approval to the Board of Commissioners; and

**WHEREAS**, the recommendations of the Planning Commission and city staff have been found meritorious by the Board of Commissioners; and

**WHEREAS**, the Board of Commissioners held two public hearings to consider the approval of the recommend change and the adoption of this ordinance.

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

**Section 1** That sections 110-286 through 110-295 of Division 6 of Article 5 of Chapter 110 of the Land Development Code of the City of Madeira Beach are hereby deleted.

~~C-2, JOHN'S PASS MARINE COMMERCIAL RESERVED~~

~~Sec. 110-286. Definition; purpose and intent.~~

~~The purpose of the C-2, John's Pass marine commercial district is to recognize the unique commercial, marine, tourist and historic value of this area. The C-2, John's Pass marine commercial district correlates with the commercial general (CG) future land use category of the City of Madeira Beach Comprehensive Plan and the Retail and Services (R&S) plan category of the Countywide Plan. It is the intent of the comprehensive land use plan to retain the nautical theme and important character of the waterfront area and of John's Pass Village.~~

~~(Code 1983, § 20-404; Ord. No. 1138, § 6, 12-9-08; Ord. No. 2022-09, § 1, 5-11-22; Ord. No. 2023-28, § 1, 12-13-23)~~

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

~~Sec. 110-287. Principal permitted uses.~~

~~The permitted uses in the C-2, John's Pass marine commercial district are as follows:~~

- ~~(1) Commercial recreation, and personal service/office support use.~~
- ~~(2) Commercial fishing activities.~~
- ~~(3) Charter and party boat operations.~~
- ~~(4) Restaurants and retail commercial, excluding drive-in windows.~~
- ~~(5) Working waterfront.~~

~~(Code 1983, § 20-404; Ord. No. 2023-28, § 1, 12-13-23)~~

~~Sec. 110-288. Accessory uses.~~

~~The accessory uses in the C-2, John's Pass marine commercial district are as follows:~~

- ~~(1) Off-street parking.~~
- ~~(2) Nonresidential signs.~~
- ~~(3) Essential services.~~
- ~~(4) Other customary accessory uses ancillary to the principal uses.~~

~~(Code 1983, § 20-404)~~

~~Sec. 110-289. Special exception uses.~~

~~There are no special exception uses permitted in the C-2, John's Pass marine commercial district.~~

~~(Code 1983, § 20-404)~~

**Sec. 110-290. Building site area requirements.**

~~The minimum building site area requirements in the C-2, John's Pass marine commercial district are as follows:~~

- ~~(1) Lot size: All uses within this district is 2,000 square feet.~~
- ~~(2) Lot width: 40 feet.~~
- ~~(3) Lot depth: 50 feet.~~

~~(Code 1983, § 20-404; Ord. No. 2023-28, § 1, 12-13-23)~~

**Sec. 110-291. Setback requirements.**

~~The following minimum setbacks shall apply in the C-2, John's Pass marine commercial district:~~

- ~~(1) Front yard: 20 feet, measured from right of way to the structure.~~
- ~~(2) Rear yard or waterfront yard: None, however access to the "tie-backs" supporting seawalls shall be provided for maintenance.~~
- ~~(3) Side yard: five feet on one side.~~

~~(Code 1983, § 20-404; Ord. No. 2022-09, § 2, 5-11-22)~~

**Sec. 110-292. Maximum building height.**

~~For all uses in the C-2, John's Pass marine commercial district the maximum building height shall be 34 feet.~~

~~(Code 1983, § 20-404; Ord. No. 2021-23, § 1, 11-10-21; Ord. No. 2022-09, § 3, 5-11-22)~~

**Sec. 110-293. Maximum lot coverage.**

~~The maximum lot coverage in the C-2, John's Pass marine commercial district is as follows:~~

~~Nonresidential/commercial uses: Floor area ratio (FAR) 0.55.~~

~~(Code 1983, § 20-404; Ord. No. 1138, § 6, 12-9-08)~~

**Sec. 110-294. Impervious surface ratio (ISR).**

~~The impervious surface ratio (ISR) in the C-2, John's Pass marine commercial district for all uses is 0.85.~~

~~(Code 1983, § 20-404; Ord. No. 2022-09, § 4, 5-11-22)~~

~~Sec. 110-295. Special requirements.~~

- ~~(a) Due to the unique character of the C-2, John's Pass marine commercial district, a nautical theme should be emphasized within all renovations or new construction.~~
  - ~~(b) Mechanical units must be located on the roof and not visible or shielded from public right-of-way.~~
  - ~~(c) Walls constructed or renovated on the property lines must comply with the current Florida Building Codes including occupancy ratings and current fire codes.~~
- ~~(Code 1983, § 20-404; Ord. No. 2022-09, § 5, 5-11-22; Ord. No. 2023-28, § 1, 12-13-23)~~

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

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

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

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

**Section 6.** Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption, provided however it shall not be effective until such time as Ordinance 2024-09 (Adoption of Appendix D) becomes effective. In the event that Ordinance 2024-09 is not approved and adopted by the Board of Commissioners then this Ordinance shall be of no further force and effect.

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

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

# Business Impact Estimate

Proposed ordinance's title/reference: Ordinance 2024-12: Amending C-2 to reserve

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): *Ordinance 2024-12 removes all standards in the C-2 John's Pass Marine Commercial Zoning District and relabels the district as reserved. C-2 Zoning District encompassed all the land along the boardwalk in the JPV area which will be designated C-1 JPV Activity Center Zoning District that has it's own standards within Appendix D.*

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:  
(a) An estimate of direct compliance costs that businesses may reasonably incur;  
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and  
(c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.  
*No foreseen direct economic impact of the proposed ordinance.*

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:  
*No foreseen impact on businesses with the proposed ordinance.*

4. Additional information the governing body deems useful (if any):  
*This ordinance assures that the Madeira Beach Land Development Regulations are consistent with the John's Pass Village Activity Center Plan.*

**Tampa Bay Times**  
**Published Daily**

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

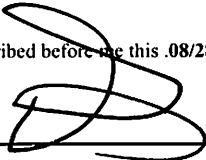
Before the undersigned authority personally appeared **Jean Mitotes** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE 2024-09, 2024-10, 2024-11, 2024-12** was published in said newspaper by print in the issues of: **8/28/24** or by publication on the newspaper's website, if authorized, on

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



\_\_\_\_\_  
Signature Affiant

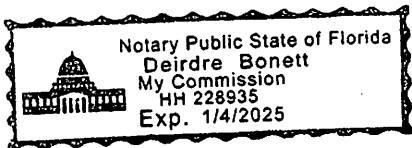
Sworn to and subscribed before me this **.08/28/2024**



\_\_\_\_\_  
Signature of Notary Public

Personally known       X       or produced identification

Type of identification produced \_\_\_\_\_





**NOTICE OF PUBLIC HEARING OF CITY OF MADEIRA BEACH BOARD OF COMMISSIONERS (BOC) ON PROPOSED AMENDMENTS TO THE CITY'S LAND DEVELOPMENT REGULATIONS AND TO REZONE C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER, C-2 JOHN'S PASS MARINE COMMERCIAL, C-3 RETAIL COMMERCIAL, C-4 MARINE COMMERCIAL, PD PLANNED DEVELOPMENT AND R-3 MEDIUM DENSITY MULTIFAMILY ZONING DISTRICTS AS SET FORTH IN THE MAP SHOWN BELOW TO C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER**

In accordance with the City of Madeira Beach Code of Ordinances Sec. 2-6, Sec. 2-78, Sec. 7.3 of the City Charter, and Florida Statutes Sections 166.041, 163.3167, and 163.3174:

**NOTICE IS HEREBY GIVEN** that the Board of Commissioners (BOC) of the City of Madeira Beach, will conduct a public hearing on Wednesday, September 11, 2024, at 6:00 p.m. in the Patricia Shontz Commission Chambers, Madeira Beach City Center, 300 Municipal Drive, Madeira Beach, Florida 33708, for the review of proposed Ordinance 2024-09 (Creating Appendix D to establish the John's Pass Village Activity Center Development Standards), Ordinance 2024-10 (Amending C-1 to refer to Appendix D), Ordinance 2024-11 (Rezoning the John's Pass Village Activity Center area to C-1), and Ordinance 2024-12 (Deleting the C-2 zoning district).

The titles of the ordinances are:

**ORDINANCE 2024-09**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO ADOPT APPENDIX D TO ESTABLISH THE JOHN'S PASS VILLAGE ACTIVITY CENTER DEVELOPMENT STANDARDS; PROVIDING THAT SAID STANDARDS SHALL REGULATE DEVELOPMENT IN THE JOHN'S PASS VILLAGE DISTRICT; PROVIDING FOR PERMITTED, ACCESSORY AND SPECIAL EXCEPTION USES; PROVIDING FOR BUILDING SITE AREA REQUIREMENTS; PROVIDING FOR SETBACK REQUIREMENTS; PROVIDING FOR RESIDENTIAL, VACATION RENTAL AND TEMPORARY LODGING USE DENSITY; PROVIDING FOR MAXIMUM BUILDING HEIGHT; PROVIDING FOR MAXIMUM FLOOR AREA RATIO; PROVIDING FOR IMPERVIOUS SURFACE RATIO; PROVIDING FOR ALTERNATIVE TEMPORARY LODGING USE STANDARDS; PROVIDING FOR DESIGN STANDARDS AND GUIDELINES; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 2024-10**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 5. C-1, TOURIST COMMERCIAL OF THE CITY'S LAND DEVELOPMENT CODE TO RENAME IT AS C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER; PROVIDING FURTHER INFORMATION ON PURPOSE AND INTENT OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER DISTRICT; REPLACING THE DEVELOPMENT STANDARDS SET FORTH IN SECTIONS 110-257 THROUGH 110-265 WITH THE DEVELOPMENT STANDARDS SET FORTH IN APPENDIX D (JOHN'S PASS VILLAGE ACTIVITY CENTER DEVELOPMENT STANDARDS); PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 2024-11**

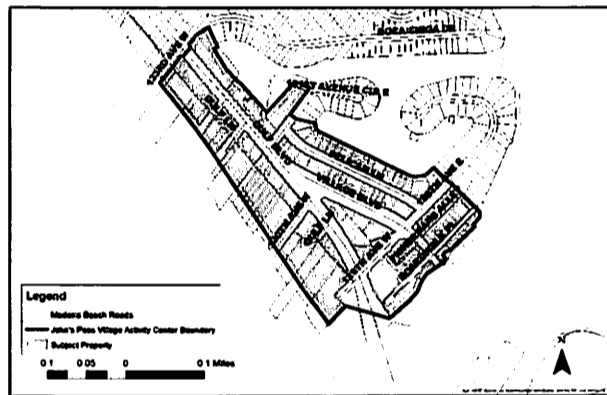
**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING REAL PROPERTY FROM C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER, C-2 JOHN'S PASS MARINE COMMERCIAL, C-3 RETAIL COMMERCIAL, C-4 MARINE COMMERCIAL, PD PLANNED DEVELOPMENT, AND R-3 MEDIUM DENSITY MULTIFAMILY RESIDENTIAL ZONING DISTRICTS TO C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER FOR THE AREA AS SET FORTH IN THE ACCOMPANYING LEGAL DESCRIPTION IN EXHIBIT A ATTACHED HERETO AND HEREBY MADE A PART OF THIS ORDINANCE; PROVIDING FOR FUTURE REVITALIZATION AND DEVELOPMENT**

**WITHIN THE ACTIVITY CENTER CATEGORY TO BE CONSISTENT WITH AND PURSUANT TO THE PROCEDURES, GUIDELINES AND STANDARDS OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER PLAN AS ADOPTED BY ORDINANCE 2023-01; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.**

**ORDINANCE 2024-12**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, DELETING DIVISION 6. JOHN'S PASS MARINE COMMERCIAL, SECTIONS 110-286 THROUGH 110-295 OF CHAPTER 110 ZONING, ARTICLE V. DISTRICTS OF THE CITY'S LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A geographic location map of the real property affected by the adoption of these ordinances is shown below.



**Public Notice: Sec. 2-6. - Notice of quasi-judicial hearings.(b)** Mailed and published notice for quasi-judicial proceedings shall also advise that any affected person may become a party to such proceeding 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 city clerk not less than five days prior to the hearing. Ordinance 2024-09, Ordinance 2024-10, Ordinance 2024-11, and Ordinance 2024-12 are available for inspection in the Community Development Office, Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida 33708, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday or online at <https://madeirabeachfl.gov/johns-pass-activity-center-plan/>. If you would like more information regarding the Ordinances, please contact the Community Development Department, at 727-391-9951, ext. 244 or [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov). Both meetings will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

**Note:** 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 these meetings 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 City to transcribe verbatim minutes; 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 727-391-9951 Ext. 244 or [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov).



## Memorandum

**Meeting Details:** September 11, 2024 – Board of Commissioners Regular Meeting  
**Prepared For:** Honorable Mayor Brooks and Board of Commissioners  
**Staff Contact:** Madeira Beach Community Development Department  
**Subject:** Ordinance 2024-13: C-3 to be consistent with MBTC SAP-2nd reading and public hearing

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### **Background**

The city amended the Madeira Beach Comprehensive Plan in 2007 to include the Future Land Use category of Planned Redevelopment – Mixed Use (PR-MU) and adopted the Madeira Beach Town Center (MBTC) Special Area Plan (SAP) in 2009 (Ordinance 1151) which placed PR-MU on the Future Land Use Map. MBTC is a designated Activity Center and required to have an SAP. In 2014, the MBTC SAP was updated (Ordinance 2014-07).

The MBTC SAP outlines distinct Character Districts within the Activity Center (PR-MU land use in the Madeira Beach Comprehensive Plan) that have different development standards. The Character District standards include requirements for density, intensity, impervious surface ratio, and height. These standards in the MBTC SAP are not reflected in the Madeira Beach Land Development Regulations (LDRs). The Zoning Districts that need to be amended to reference these standards are C-3, C-4, and R-3 in the LDRs.

### **Discussion**

Ordinance 2024-13: C-3 to be consistent with MBTC SAP amends the C-3, Retail Commercial Zoning District to reference properties within the PR-MU Future Land Use Category and other minor updates (including townhomes as an allowed use and open rooftop uses as a special exception).

**Fiscal Impact**

N/A

**Recommendation(s)**

Staff and Planning Commission recommends approval of Ordinance 2024-13: C-3 to be consistent with MBTC SAP.

**Attachments/Corresponding Documents**

- Ordinance 2024-13: C-3 to be consistent with MBTC SAP
- Business Impact Estimate
- Forward Pinellas Administrative Review Letter
- Development Standards and Character District Map from MBTC SAP
- Madeira Beach Zoning Map

**ORDINANCE 2024-13**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 7. C-3, RETAIL COMMERCIAL, OF THE CITY’S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE COMMERCIAL CORE AND TRANSITIONAL CHARACTER DISTRICTS FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Madeira Beach Town Center Special Area Plan requires updates to the Madeira Beach Land Development Code to have consistent development standards; and

**WHEREAS**, certain properties zoned C-3, Retail Commercial have a future land use category of Planned Redevelopment Mixed Use in the Madeira Beach Comprehensive Plan and a plan category of Activity Center with the Countywide Plan; and

**WHEREAS**, townhouses are compatible with the future land use categories Commercial General, Residential/Office/Retail, and Planned Redevelopment-Mixed Use; and

**WHEREAS**, open rooftop uses are appropriate in certain areas within the zoning district and in other cases may disturb residential neighborhoods, therefore are appropriate to require a public hearing process; and

**WHEREAS**, the Planning Commission has considered the recommended changes referenced above at a public hearing and has recommended approval to the Board of Commissioners; and

**WHEREAS**, the recommendations of the Planning Commission and city staff have been found meritorious by the Board of Commissioners; and

**WHEREAS**, the Board of Commissioners held two public hearings to consider the approval of the recommended changes and the adoption of this ordinance.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY**

**OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:**

**Section 1.** That Chapter 110 Article V. Division 7 of the Land Development Code of the City of Madeira Beach is hereby amended to read as follows:

***DIVISION 7. C-3, RETAIL COMMERCIAL***

**Sec. 110-316. Definition; purpose and intent.**

The C-3, retail commercial district provides service to both permanent and transient residents where a full range of urban services and a high degree of accessibility is required. The C-3, retail commercial district correlates with the Commercial General (CG), ~~future land use category and the R~~esidential/~~O~~ffice/~~R~~etail (R/O/R), and Planned Redevelopment-Mixed Use (PR-MU) future land use categories of the City of Madeira Beach Comprehensive Plan and the Retail and Services (R&S) and Activity Center (AC) plan categories in the Countywide Plan.

**Sec. 110-317. Permitted uses.**

The permitted uses in the C-3, retail commercial district are as follows:

- (1) Retail commercial, and personal service/office support.
- (2) Office and business service.
- (3) Multifamily residential and vacation rental.
- (4) Temporary lodging.
- (5) Restaurants.
- (6) Adult entertainment establishments (article VI, division 13 of this chapter).
- (7) Townhouses (see Chapter 110 - Zoning, Article VI. - Supplementary District Regulations, Division 10. - Specific Development Standards, Subdivision III. - Townhouses for additional standards)

**Sec. 110-318. Accessory uses.**

The accessory uses in the C-3, retail commercial district are as follows:

- (1) Off-street parking and loading/unloading.
- (2) Nonresidential signs.
- (3) Essential services.
- (4) Other accessory uses customarily permitted.
- (5) Boat slips associated with a permitted business use, not for rental or commercial marine activities.

**Sec. 110-319. Special exception uses.**

Upon application for a special exception to the special magistrate and favorable action thereon, the following uses may be permitted in the C-3, retail commercial district:

- (1) Service stations.
- (2) Commercial recreation provided that such facilities shall not be permissible when the underlying future land use category is R/O/R.
- (3) Institutional as religious use such as churches, synagogues or other houses of worship.
- (4) Public service facilities.
- (5) Drive-in or drive-through retail commercial, and personal service
- (6) Private fraternal, social and recreational clubs.
- (7) Outdoor storage areas, provided that the outdoor storage use is an accessory, is limited to areas in the CG land use category, and does not exceed 20 percent of the area of the building which is the principal use on the site.
- (8) Single-family or duplex.
- (9) Private schools.
- (10) Exhibition of reptiles by permit.
- (11) Open rooftop, balcony and elevated terrace use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.

### Sec. 110-320. Building site area requirements.

The minimum building site area requirements in the C-3, retail commercial district are as follows:

- (1) Lot size:
  - a. For all uses except multifamily, vacation rental and temporary lodging units: 4,000 square feet.
  - b. Duplex and triplex units: 3,000 square feet per dwelling unit.
  - c. Multifamily and vacation rental units and above: 2,420 square feet per dwelling unit.
  - d. Public service facilities: Shall not exceed a maximum area of five acres. Like uses or contiguous like uses in excess of this threshold shall require the parcel to be amended to the P-SP zoning district and the appropriate land use category.
- (2) Lot width:
  - a. All permitted uses except multifamily, vacation rental and temporary lodging units: 40 feet.
  - b. Multifamily, vacation rental and temporary lodging units: 60 feet.
- (3) Lot depth: All permitted uses: 80 feet.
- (4) Within For properties located in the Commercial General (CG) future land use category in the Comprehensive Plan, the density is a maximum of 15 residential dwelling units 15 vacation rental units, or 40 temporary lodging units per acre. Alternative temporary lodging use standards are allowed as detailed in subsection 110-326(f).
- (5) For properties located in the Residential/Office/Retail (R/O/R) future land use category in the Comprehensive Plan, the ~~density is a maximum of~~ maximum density is 18 residential dwelling units, 18 vacation rental units, or 40 temporary lodging units per acre. Alternative temporary lodging use standards are allowed as detailed in subsection 110-326(g).
- (6) For properties located in the Commercial Core District of the Planned Redevelopment-Mixed Use (PR-MU) future land use category of the Comprehensive Plan, the maximum density is 15 residential dwelling units, 15 vacation rental units, and 60 temporary lodging units per acre.

(7) For properties located in the Transition District of the Planned Redevelopment-Mixed Use (PR-MU) future land use category of the Comprehensive Plan, the maximum density is 15 residential dwelling units, 15 vacation rental units, and 60 temporary lodging units per acre.

**Sec. 110-321. Setback requirements.**

The following minimum setbacks shall apply in the C-3, retail commercial district:

- (1) Front yard: 25 feet, measured from right-of-way to structure.
- (2) Rear yard: ten feet, except waterfront lots which will have a rear setback of 18 feet.
- (3) Side yard:
  - a. All permitted uses except multifamily/tourist dwelling units will have a side setback of ten feet.
  - b. Multifamily/tourist dwelling units:
    - 1. For proposed uses located on properties between 60 and 80 feet in width, the minimum side yard setback shall be ten feet.
    - 2. For lots greater than 80 feet in width, the minimum side yard setback is as follows:
    - 3. A total of 33 percent of the lot width shall be reserved for side yard setbacks. In no event shall one side be less than the following:
      - i. Lots less than 120 feet: ten feet.
      - ii. Lots less than 240 feet: 15 feet.
      - iii. Lots 240 feet or greater: 20 feet.

**Sec. 110-322. Maximum building height.**

- (1a) Properties in the Commercial General (CG) or Residential/Office/Retail (R/O/R) future land use category of the Comprehensive Plan other than multifamily or temporary lodging uses shall have a maximum building height shall be of 34 feet from design flood elevation (DFE).
- (2b) Properties in the Commercial General (CG) or Residential/Office/Retail (R/O/R) future land use category of the Comprehensive Plan with a multifamily or temporary lodging use shall have a maximum building height of 44 feet from design flood elevation (DFE). Multifamily/tourist dwelling units in the C-3, retail commercial district shall not exceed 44 feet in height
- (3) Properties located in the Planned Redevelopment-Mixed Use (PR-MU) future land use category of the Comprehensive Plan shall have a maximum building height of:
  - a. Commercial Core: three (3) stories from base flood elevation (BFE)
  - b. Transition District: two (2) stories from base flood elevation (BFE)

**Sec. 110-323. Maximum lot coverage.**

The maximum lot coverage in the C-3, retail commercial district is based on the use and future land use categories in the Comprehensive Plan as follows:

- (1) Commercial General (CG) Commercial use: the floor area ratio (FAR) is 0.55.
- (2) Residential/Office/Retail (R/O/R) Commercial Use: the floor area ratio (FAR) is 0.55.
- (3) Planned Redevelopment-Mixed Use (PR-MU) Commercial Core District: the floor area ratio (FAR) is 1.2.

(4) Planned Redevelopment-Mixed Use (PR-MU) Transition District: the floor area ratio (FAR) is 1.2.

### **Sec. 110-324. Impervious surface ratio (ISR).**

(a) For properties located in the Commercial General (CG) or Residential/Office/Retail (R/O/R) future land use categories of the Comprehensive plan the impervious surface ratios (ISR) are:

(1)The impervious surface ratio (ISR) in the C-3, retail commercial district for The impervious surface ratio (ISR) for all uses, other than temporary lodging units, is 0.70.

- (2) The impervious surface ratio (ISR) for temporary lodging units is 0.85.

(b) For properties located in the Planned Redevelopment-Mixed Use (PR-MU) Future Land Use Category the impervious surface ratios (ISR) are:

(1) Commercial Core District: the impervious surface ratio (ISR).is 0.85.

(2) Transition District: the impervious surface ratio (ISR) is 0.70.

### **Sec. 110-325. Buffering requirements.**

- (a) Parking lots/garages for temporary lodging and nonresidential uses in the C-3, retail commercial district shall be designed to minimize their impacts to any adjacent residential uses as established in the land development regulations.
- (b) During the development process, existing curb cuts in the C-3, retail commercial district shall be reoriented, if necessary, to minimize the negative impact on adjacent properties.
- (c) All development within the C-3, retail commercial district in this category will meet or exceed the buffering/landscape requirements as outlined in chapter 106, article II.

### **Sec. 110-326. Special requirements.**

- (a) In the C-3, retail commercial district residential dwelling units, vacation rental units, and temporary lodging units are permitted above first-floor commercial or office units.
- (b) No structure in the C-3, retail commercial district may be wider than 150 feet parallel to the front yard right-of-way. If two structures are proposed on the same lot or parcel, the buildings shall be separated by a minimum of ten feet.
- (c) When a proposed nonresidential use in the C-3, retail commercial district abuts a residential use an additional five-foot setback is required along the length of the entire shared lot line. This additional setback will be utilized to provide additional landscaped screening.
- (d) Mixed uses in a single development shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the gross land area of the property.
- (e) Institutional, other than public educational facilities shall not exceed a maximum area of five acres. Transportation and/or utility uses shall not exceed a maximum area of three acres.
- (f) In the Commercial General (CG) future land use category of the Comprehensive Plan, alternative temporary lodging use standards allows 60 temporary lodging units per acre and a FAR of 1.2. A development agreement is required by the city's land development regulations and Forward Pinellas' Countywide Rules to use the alternative temporary lodging use standard. The development agreement must follow all required standards in Forward Pinellas Countywide Rules to use the alternative temporary lodging use standards.
- (g) In the Residential/Office/Retail (R/O/R) future land use category of the Comprehensive Plan, alternative temporary lodging use standards allows 60 temporary lodging units per acre and a FAR of



1.2. A development agreement is required by the city's land development regulations and Forward Pinellas' Countywide Rules to use the alternative temporary lodging use standard. The development agreement must follow all required standards in Forward Pinellas Countywide Rules to use the alternative temporary lodging use standards.

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

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

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

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

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

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

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_



July 23, 2024

Andrew Morris, AICP  
Long Range Planner  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

**RE: Administrative review notice for Tier I Amendment (Ordinances 2024-13, 2024-14, and 2024-15 Madeira Beach Town Center Special Area Plan Zoning Amendments)**

Dear Andrew:

Thank you for submitting the above-referenced Tier I Amendment and providing the local Ordinances 2024-13, 2024-14, and 2024-15 for review. These ordinances pertain to the Madeira Beach Special Area Plan and meet the requirements for a Tier I amendment per Section 6.2.2 of the Countywide Rules.

The amendments reference previously adopted standards for the C-3, C-4, and R-3 Zoning Districts within the Madeira Beach Special Area Plan, which were in effect but not clearly stated in the Land Development Regulations. These standards align with the general framework provided by the Countywide Rules, with specific adaptations to the local context of the Madeira Beach area. The adaptations in density, intensity, building heights, FAR, and ISR reflect the unique character and needs of the Madeira Beach Special Area Plan and ensure consistency with the Countywide Plan Map category of Activity Center.

We recognize that the consistency process is an ongoing one and if either the City or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at [ewennick@forwardpinellas.org](mailto:ewennick@forwardpinellas.org).

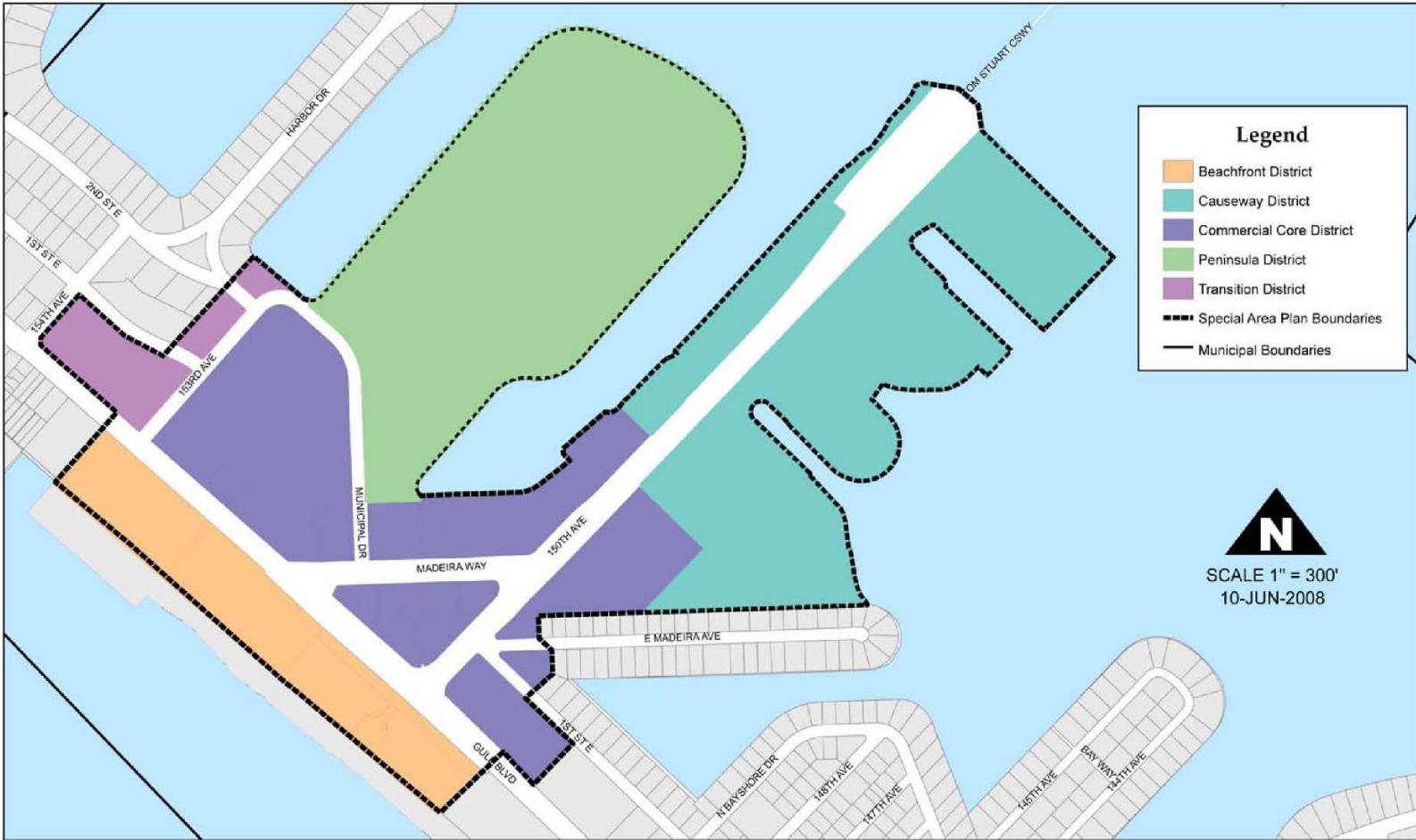
Sincerely,

*Emma Wennick*

Emma Wennick  
Program Planner



### City of Madeira Beach Special Area Plan Town Center Character Districts



Prepared by the Pinellas Planning Council with data provided by the Pinellas County Information Systems Department and the City of Madeira Beach. The data contained herein is offered "as is", with no claim or warranty as to its accuracy or completeness. The data is for reference only and should not be considered to be of survey precision. None of the information is official source documentation. While considerable effort is made to verify the information, due to its volume and highly dynamic nature, only the official source documents should be used where accuracy, completeness and currency are required.



**Development Standards**

The following table describes the maximum density and intensity of development, and other development standards, in each of the districts within the Town Center.

Table 1: Development Standards

District	Density		Floor Area Ratio		ISR <sup>2</sup>	Stories above BFE <sup>3</sup>
	Residential units	Temporary Lodging units	Commercial only	Mixed Uses		
Causeway	15	60	0.55	*	0.70	3
Commercial Core	15	60	1.2	Permitted	0.85	3
Beachfront	15	30	0.55	*	0.70	3
Peninsula	15	15	0.30	*	0.70	3
Transition	15	60	1.2	*	0.70	2

\* Shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the gross land area of the property.

The development standards for a Temporary lodging Use in the Commercial Core and C-3 and C-4 zoning districts of the Causeway districts may be increased consistent with the standards set forth in the Resort Facilities High (RFH) plan category when part of a zoning amendment

**Calculating Proportionate Share and Mixed Uses**

Within the Beachfront, Peninsula, and Transition districts, and any portion of the Causeway district other than that zoned C-3 and C-4, when mixed uses are proposed on one parcel or within one building, the combined uses shall not exceed the number of units per acre or floor area ratio (FAR) in proportion to the development site. The proposed development must identify the specific uses proposed, the maximum density or intensity of each specific use, and the proportion of the development site to be devoted to that use. The proposed development shall demonstrate that the combined uses do not exceed the units or FAR in proportion to the development site. The City will implement this requirement through existing land development regulations to ensure that mixed uses comply with the Pinellas Planning Council Countywide Plan rules as well as any new mixed use zoning districts that may be created to implement the Town Center Special Area Plan.

<sup>2</sup> ISR – impervious surface ratio

<sup>3</sup> BFE – base flood elevation

# Business Impact Estimate

Proposed ordinance's title/reference:  
Ordinance 2024-13: C-3 to be consistent with MBTC SAP

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

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

*Ordinance 2024-13: C-3 to be consistent with MBTC SAP amends the C-3, Retail Commercial Zoning District to reference properties within the PR-MU Future Land Use Category and other minor updates (including townhomes as an allowed use and open rooftop uses as a special exception).*

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

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

*No foreseen direct economic impact of the proposed ordinance.*

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

*No foreseen impact on businesses with the proposed ordinance.*

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

*This ordinance assures that the Madeira Beach Land Development Regulations are consistent with the adopted development standards from the MBTC SAP.*

# NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA BEACH

Item 10E.

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter, and Florida Statute §166.041(3)(a) and 163.3184:

**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 2024-13, Ordinance 2024-14, Ordinance 2024-15, Ordinance 2024-16, and Ordinance 2024-17 on Wednesday, September 11, 2024, at 6:00 p.m.** The meeting will be held in the Patricia Shortz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The title of said Ordinance is as follows:

### ORDINANCE 2024-13

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 7. C-3, RETAIL COMMERCIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE COMMERCIAL CORE AND TRANSITIONAL CHARACTER DISTRICTS FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-14

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 8. C-4, MARINE COMMERCIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE CAUSEWAY CHARACTER DISTRICT FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-15

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 4. R-3, MEDIUM DENSITY MULTIFAMILY RESIDENTIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT;**

**ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE BEACHFRONT, CAUSEWAY, AND PENINSULA CHARACTER DISTRICTS FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-16

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE FEES AND COLLECTIONS PROCEDURE MANUAL; REPEALING ORDINANCE 2024-05; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-17

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 62 TAXATION, ARTICLE II LOCAL BUSINESS TAX, SECTION 62- 60 LOCAL BUSINESS TAX SCHEDULE OF THE CITY'S CODE OF ORDINANCES TO INCREASE THE LEVY OF THE LOCAL BUSINESS TAX FEES BY FIVE PERCENT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances. A copy of the proposed Ordinances is available for inspection in the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the proposed Ordinances, please contact Community Development Director Jenny Rowan at 727-391-9951, ext. 244 or 727-804-0178 or email: [jrowan@madeirabeachfl.gov](mailto:jrowan@madeirabeachfl.gov).

The meeting will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private court reporter or private court recording firm to make the verbatim record.

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





## Memorandum

**Meeting Details:** September 11, 2024 – Board of Commissioners Regular Meeting  
**Prepared For:** Honorable Mayor Brooks and Board of Commissioners  
**Staff Contact:** Madeira Beach Community Development Department  
**Subject:** Ordinance 2024-14: C-4 to be consistent with MBTC SAP -2nd reading and public hearing

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### Background

The city amended the Madeira Beach Comprehensive Plan in 2007 to include the Future Land Use category of Planned Redevelopment – Mixed Use (PR-MU) and adopted the Madeira Beach Town Center (MBTC) Special Area Plan (SAP) in 2009 (Ordinance 1151) which placed PR-MU on the Future Land Use Map. MBTC is a designated Activity Center and required to have an SAP. In 2014, the MBTC SAP was updated (Ordinance 2014-07).

The MBTC SAP outlines distinct Character Districts within the Activity Center (PR-MU land use in the Madeira Beach Comprehensive Plan) that have different development standards. The Character District standards include requirements for density, intensity, impervious surface ratio, and height. These standards in the MBTC SAP are not reflected in the Madeira Beach Land Development Regulations (LDRs). The Zoning Districts that need to be amended to reference these standards are C-3, C-4, and R-3 in the LDRs.

### Discussion

Ordinance 2024-14: C-4 to be consistent with MBTC SAP amends the C-4, Marine Commercial Zoning District to reference properties within the PR-MU Future Land Use Category and other minor updates (including townhomes as an allowed use and open rooftop uses as a special exception).

**Fiscal Impact**

N/A

**Recommendation(s)**

Planning Commission and staff recommends approval of Ordinance 2024-14: C-4 to be consistent with MBTC SAP.

**Attachments/Corresponding Documents**

- Ordinance 2024-14: C-4 to be consistent with MBTC SAP
- Business Impact Estimate
- Forward Pinellas Administrative Review Letter
- Development Standards and Character District Map from MBTC SAP
- Madeira Beach Zoning Map
- Legal Ad

**ORDINANCE 2024-14**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 8. C-4, MARINE COMMERCIAL, OF THE CITY’S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE CAUSEWAY CHARACTER DISTRICT FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Madeira Beach Town Center Special Area Plan requires updates to the Madeira Beach Land Development Code to have consistent development standards; and

**WHEREAS**, certain properties zoned C-4, Marine Commercial have a future land use category of Planned Redevelopment Mixed Use in the Madeira Beach Comprehensive Plan and a plan category of Activity Center with the Countywide Plan; and

**WHEREAS**, townhouses are compatible with the future land use categories Commercial General, Residential//Office/Retail, and Planned Redevelopment-Mixed Use; and

**WHEREAS**, open rooftop uses are appropriate in certain areas within the zoning district and in other cases may disturb residential neighborhoods, therefore are appropriate to require a public hearing process; and

**WHEREAS**, the Planning Commission has considered the recommended changes referenced above at a public hearing and has recommended approval to the Board of Commissioners; and

**WHEREAS**, the recommendations of the Planning Commission and city staff have been found meritorious by the Board of Commissioners; and

**WHEREAS**, the Board of Commissioners held two public hearings to consider the approval of the recommend changes and the adoption of this ordinance.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY**

**OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:**

**Section 1.** That Chapter 110 Article V. Division 8 of the Land Development Code of the City of Madeira Beach is hereby amended to read as follows:

***DIVISION 8. C-4, MARINE COMMERCIAL***

**Sec. 110-346. Definition; purpose and intent.**

The purpose of the C-4, marine commercial district is to provide for those commercial uses which are directly related to commercial and marine uses and associated services. The C-4, marine commercial district correlates with the commercial general (CG) future land use category, ~~and~~ the residential office retail (R/O/R) future land use category, and the Planned Redevelopment-Mixed-Use (PR-MU) future land use category of the City of Madeira Beach Comprehensive Plan and Retail and Services (R&S) and Activity Center plan category categories in the Countywide Plan.

**Sec. 110-347. Permitted uses.**

The permitted uses in the C-4, marine commercial district are as follows:

- (1) Marina and commercial docks.
- (2) Boat repair and sales.
- (3) Retail commercial.
- (4) Temporary lodging units.
- (5) Commercial/business service use, offices and personal service.
- (6) Commercial fishing activities and working waterfront.
- (7) Charter and party boat operations.
- (8) Adult entertainment establishments (article VI, division 13 of this chapter).
- (9) Residential dwelling units and vacation rental dwelling units located above first floor commercial or office units within this district.
- (10) Townhouses (see Chapter 110 - Zoning, Article VI. - Supplementary District Regulations, Division 10. – Specific Development Standards, Subdivision III. - Townhouses for additional standards)

**Sec. 110-348. Accessory uses.**

The accessory uses in the C-4, marine commercial district are as follows:

- (1) Off-street parking.
- (2) Marine and boat storage.
- (3) Essential services.
- (4) Other accessory uses, customarily incidental to the permitted use.
- (5) Wireless communication antennas as regulated by article VI, division 12, subdivisions I, II and IV of this chapter.

- (6) Wireless communication towers shall be allowed, through special permit granted by the board of commissioners, as an alternative to prohibiting towers and only in the event substantial proof is submitted by an applicant which demonstrates that no existing tower, structure, or building can accommodate the applicant's proposed antenna. Wireless communication towers must further comply with the provisions of article VI, division 12, subdivisions I, II and IV of this chapter.

**Sec. 110-349. Special exception uses.**

Upon application for a special exception to the special magistrate and favorable action thereon, the following uses may be permitted in the C-4, marine commercial district:

- (1) Service stations.
- (2) Commercial recreation.
- (3) Public administration and service facilities.
- (4) Drive-in or drive-through retail commercial, personal service, and business service.
- (5) Institutional as religious use such as churches, synagogues and other houses of worship.
- (6) Outdoor storage areas provided that the outdoor storage use is an accessory, is limited to areas in the CG land use category, and does not exceed 20 percent of the area of the building which is the principal use on the site.
- (7) Open rooftop, balcony and elevated terrace use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.

**Sec. 110-350. Building site area requirements.**

The minimum building site area requirements in the C-4, marine commercial district are as follows:

- (1) Lot size:
  - a. All permitted uses except temporary lodging units: 4,000 square feet.
  - b. Residential dwellings and vacation rental units above first floor commercial: 3,000 square feet per unit.
  - c. Public service facilities: Shall not exceed a maximum area of five acres. Like uses or contiguous like uses in excess of this threshold shall require the parcel to be amended to the P-SP zoning district and the appropriate land use category.
- (2) Lot width:
  - a. All permitted uses except temporary lodging: 40 feet.
  - b. Temporary lodging: 60 feet.
- (3) Lot depth: All permitted uses 80 feet.
- (4) Within For properties located in the Commercial General (CG) future land use category, the density is a maximum of 15 residential dwelling units, 15 vacation rental units, or 40 temporary lodging units. Alternative temporary lodging use standards are allowed as detailed in subsection 110-356(e).
- (5) Within For properties located in the Residential/Office/Retail (R/O/R) future land use category, the density is a maximum of 18 residential dwelling units, 18 vacation rental units, or 40 temporary lodging units. Alternative temporary lodging use standards are allowed as detailed in subsection 110-356(f).
- (6) For properties located in the Planned Redevelopment-Mixed Use (PR-MU) future land use category, the density is a maximum of 15 residential dwelling units, 15 vacation rental units, or 60 temporary lodging units

**Sec. 110-351. Building setback requirements.**

The following minimum setbacks shall apply in the C-4, marine commercial district:

- (1) Front yard: 25 feet.
- (2) Rear yard: 18 feet.
- (3) Side yard:
  - a. Minimum of ten feet except as provided in the land development regulations.
  - b. Temporary lodging units:
    - 1. For lots between 60 and 80 feet in width, the minimum side yard setback shall be ten feet.
    - 2. For lot widths greater than 80 feet, the minimum side yard setback shall be as follows: A total of 33 percent of the lot width shall be reserved for side yard setbacks. In no event shall one side be less than the following:
      - i. Lots less than 120 feet: ten feet.
      - ii. Lots less than 240 feet: 15 feet.
      - iii. Lots 240 feet or greater: 20 feet.

**Sec. 110-352. Maximum building height.**

- (1) ~~Properties in the Commercial General (CG) or Residential Office Retail (R/O/R) future land use of the Comprehensive plan with For commercial all uses in the C-4, marine commercial district the shall have a maximum building height shall be of 34 feet from design flood elevation.~~
- (2) ~~Properties in the Commercial General (CG) or Residential Office Retail (R/O/R) future land use of the Comprehensive Plan with residential, vacation rental, or temporary lodging use in the C-4, marine commercial district shall have a maximum building height of 44 feet from design flood elevation (DFE).~~
- (3) ~~Properties in the Planned Redevelopment-Mixed Use (PR-MU) future land use category of the Comprehensive Plan maximum building height shall be three (3) stories above base flood elevation (BFE).~~

**Sec. 110-353. Maximum lot coverage.**

The maximum lot coverage in the C-4, marine commercial district is as follows:

- (1) ~~(1)~~ Commercial uses
  - a. ~~Commercial General (CG) future land use category: the~~ floor area ratio (FAR) is 0.55.
  - b. ~~Residential/Office/Retail (R/O/R) future land use category: the floor area ratio (FAR) is 0.55~~
  - c. ~~Planned Redevelopment-Mixed Use (PR-MU) future land use category: the floor area ratio (FAR) is 0.55~~
- (2) Public service facilities:
  - a. Institutional: the floor area ratio (FAR) is 0.55.
  - b. Transportation/utility: the floor area ratio (FAR) is 0.55.

### Sec. 110-354. Impervious surface ratio (ISR).

(a) For properties located in the Commercial General (CG) or Residential Office Retail (R/O/R) future land use category of the Comprehensive Plan, the impervious surface ratio (ISR) ~~in the C-4, marine commercial district for all uses~~ is 0.85.

(b) For properties located in the Planned Redevelopment-Mixed Use (PR-MU) Future Land Use Category, the impervious surface ratio is 0.70.

### Sec. 110-355. Buffering requirements.

- (a) Parking lots/garages for temporary lodging and nonresidential uses in the C-4, marine commercial district shall be designed to minimize their impacts to any adjacent residential uses as established in the land development regulations.
- (b) During the development process, existing curb cuts in the C-4, marine commercial district shall be reoriented, if necessary, to minimize the negative impact on adjacent properties.
- (c) All development within the C-4, marine commercial district in this category will meet or exceed the buffering/landscape requirements as outlined in chapter 106, article II.

### Sec. 110-356. Special requirements.

- (a) In the C-4, marine commercial district residential dwelling units, vacation rental units, and temporary lodging units are permitted above ground floor commercial or office units within this district.
- (b) No structure in the C-4, marine commercial district may be wider than 150 feet parallel to the front yard right-of-way. If two structures are proposed on the same lot or parcel, the buildings shall be separated by a minimum of ten feet or equal to 50 percent of the height of the tallest building on the same parcel, whichever is more restrictive.
- (c) Mixed uses in a single development shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the gross land area of the property.
- (d) Institutional, other than public educational facilities shall not exceed a maximum area of five acres. Transportation and/or utility uses shall not exceed a maximum area of three acres.
- (e) In the Commercial General (CG) future land use category, alternative temporary lodging use standards allows 60 temporary lodging units per acre and a FAR of 1.2. A development agreement is required by the city's land development regulations and Forward Pinellas' Countywide Rules to use the alternative temporary lodging use standard. The development agreement must follow all required standards in Forward Pinellas Countywide Rules to use the alternative temporary lodging use standards.
- (f) In the Residential/Office/Retail (R/O/R) future land use category, alternative temporary lodging use standards allows 60 temporary lodging units per acre and a FAR of 1.2. A development agreement is required by the city's land development regulations and Forward Pinellas' Countywide Rules to use the alternative temporary lodging use standard. The development agreement must follow all required standards in Forward Pinellas Countywide Rules to use the alternative temporary lodging use standards.

### Secs. 110-357—110-375. Reserved.

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

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

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

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

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



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

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_



July 23, 2024

Andrew Morris, AICP  
Long Range Planner  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

**RE: Administrative review notice for Tier I Amendment (Ordinances 2024-13, 2024-14, and 2024-15 Madeira Beach Town Center Special Area Plan Zoning Amendments)**

Dear Andrew:

Thank you for submitting the above-referenced Tier I Amendment and providing the local Ordinances 2024-13, 2024-14, and 2024-15 for review. These ordinances pertain to the Madeira Beach Special Area Plan and meet the requirements for a Tier I amendment per Section 6.2.2 of the Countywide Rules.

The amendments reference previously adopted standards for the C-3, C-4, and R-3 Zoning Districts within the Madeira Beach Special Area Plan, which were in effect but not clearly stated in the Land Development Regulations. These standards align with the general framework provided by the Countywide Rules, with specific adaptations to the local context of the Madeira Beach area. The adaptations in density, intensity, building heights, FAR, and ISR reflect the unique character and needs of the Madeira Beach Special Area Plan and ensure consistency with the Countywide Plan Map category of Activity Center.

We recognize that the consistency process is an ongoing one and if either the City or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at [ewennick@forwardpinellas.org](mailto:ewennick@forwardpinellas.org).

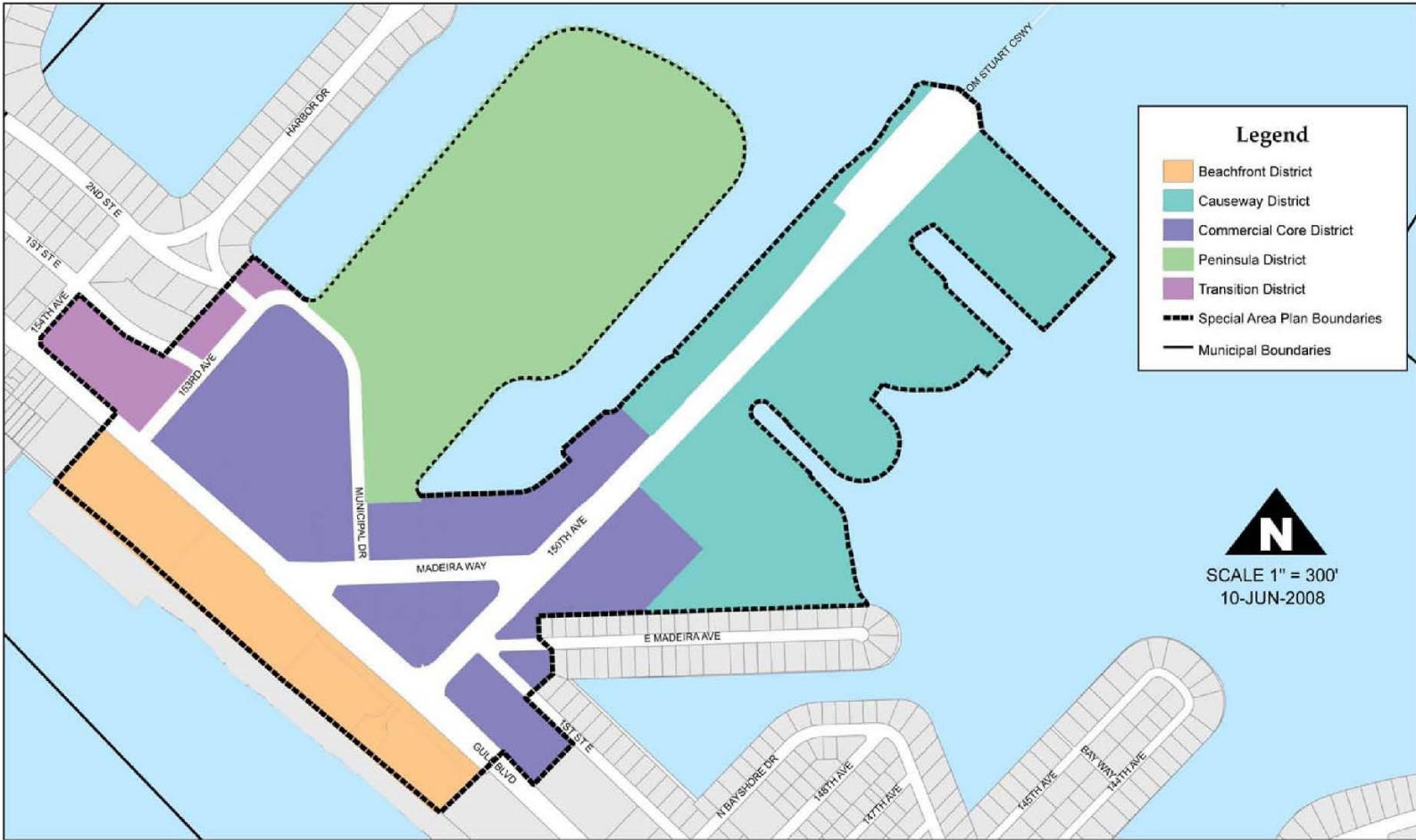
Sincerely,

*Emma Wennick*

Emma Wennick  
Program Planner



### City of Madeira Beach Special Area Plan Town Center Character Districts



Prepared by the Pinellas Planning Council with data provided by the Pinellas County Information Systems Department and the City of Madeira Beach. The data contained herein is offered "as is", with no claim or warranty as to its accuracy or completeness. The data is for reference only and should not be considered to be of survey precision. None of the information is official source documentation. While considerable effort is made to verify the information, due to its volume and highly dynamic nature, only the official source documents should be used where accuracy, completeness and currency are required.



**Development Standards**

The following table describes the maximum density and intensity of development, and other development standards, in each of the districts within the Town Center.

Table 1: Development Standards

District	Density		Floor Area Ratio		ISR <sup>2</sup>	Stories above BFE <sup>3</sup>
	Residential units	Temporary Lodging units	Commercial only	Mixed Uses		
Causeway	15	60	0.55	*	0.70	3
Commercial Core	15	60	1.2	Permitted	0.85	3
Beachfront	15	30	0.55	*	0.70	3
Peninsula	15	15	0.30	*	0.70	3
Transition	15	60	1.2	*	0.70	2

\* Shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the gross land area of the property.

The development standards for a Temporary lodging Use in the Commercial Core and C-3 and C-4 zoning districts of the Causeway districts may be increased consistent with the standards set forth in the Resort Facilities High (RFH) plan category when part of a zoning amendment

**Calculating Proportionate Share and Mixed Uses**

Within the Beachfront, Peninsula, and Transition districts, and any portion of the Causeway district other than that zoned C-3 and C-4, when mixed uses are proposed on one parcel or within one building, the combined uses shall not exceed the number of units per acre or floor area ratio (FAR) in proportion to the development site. The proposed development must identify the specific uses proposed, the maximum density or intensity of each specific use, and the proportion of the development site to be devoted to that use. The proposed development shall demonstrate that the combined uses do not exceed the units or FAR in proportion to the development site. The City will implement this requirement through existing land development regulations to ensure that mixed uses comply with the Pinellas Planning Council Countywide Plan rules as well as any new mixed use zoning districts that may be created to implement the Town Center Special Area Plan.

<sup>2</sup> ISR – impervious surface ratio

<sup>3</sup> BFE – base flood elevation



**Development Standards**

The following table describes the maximum density and intensity of development, and other development standards, in each of the districts within the Town Center.

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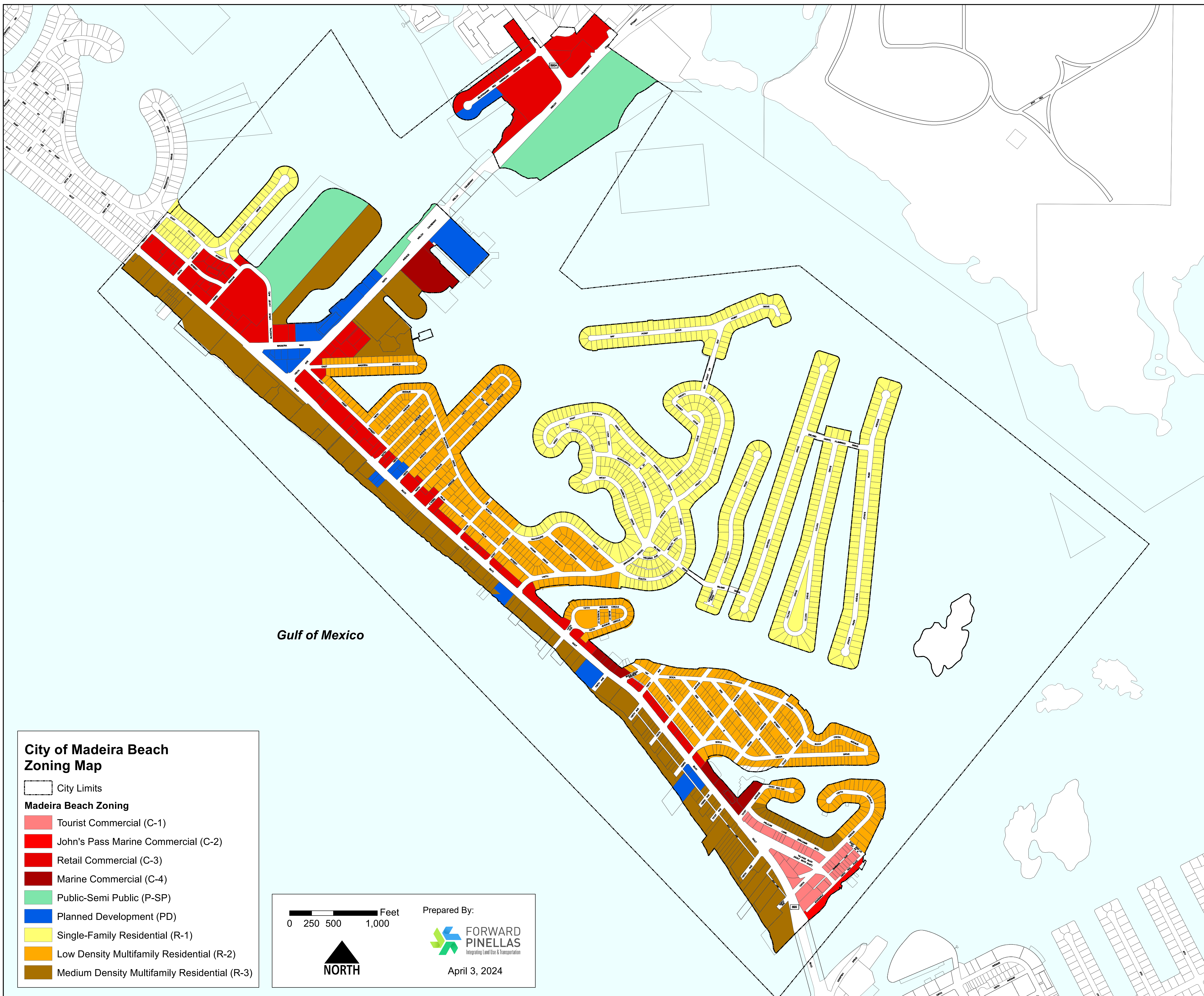
**Calculating Proportionate Share and Mixed Uses**

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<sup>2</sup> ISR – impervious surface ratio

<sup>3</sup> BFE – base flood elevation





**City of Madeira Beach  
Zoning Map**

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

0 250 500 1,000 Feet



Prepared By:  
**FORWARD PINELLAS**  
 Integrating Land Use & Transportation  
 April 3, 2024



# Business Impact Estimate

Proposed ordinance's title/reference:  
Ordinance 2024-14: C-4 to be consistent with MBTC SAP

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

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

*Ordinance 2024-14: C-4 to be consistent with MBTC SAP amends the C-4, Marine Commercial Zoning District to reference properties within the PR-MU Future Land Use Category and other minor updates (including townhomes as an allowed use and open rooftop uses as a special exception).*

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

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

*No foreseen direct economic impact of the proposed ordinance.*

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

*No foreseen impact on businesses with the proposed ordinance.*

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

*This ordinance assures that the Madeira Beach Land Development Regulations are consistent with the adopted development standards from the MBTC SAP.*



# NOTICE OF PUBLIC HEARINGS

## CITY OF MADEIRA BEACH

Item 10F.

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter, and Florida Statute §166.041(3)(a) and 163.3184:

**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 2024-13, Ordinance 2024-14, Ordinance 2024-15, Ordinance 2024-16, and Ordinance 2024-17 on Wednesday, September 11, 2024, 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 title of said Ordinance is as follows:

### ORDINANCE 2024-13

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 7. C-3, RETAIL COMMERCIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE COMMERCIAL CORE AND TRANSITIONAL CHARACTER DISTRICTS FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-14

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 8. C-4, MARINE COMMERCIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE CAUSEWAY CHARACTER DISTRICT FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-15

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 4. R-3, MEDIUM DENSITY MULTIFAMILY RESIDENTIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT;**

**ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE BEACHFRONT, CAUSEWAY, AND PENINSULA CHARACTER DISTRICTS FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-16

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE FEES AND COLLECTIONS PROCEDURE MANUAL; REPEALING ORDINANCE 2024-05; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-17

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 62 TAXATION, ARTICLE II LOCAL BUSINESS TAX, SECTION 62- 60 LOCAL BUSINESS TAX SCHEDULE OF THE CITY'S CODE OF ORDINANCES TO INCREASE THE LEVY OF THE LOCAL BUSINESS TAX FEES BY FIVE PERCENT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances. A copy of the proposed Ordinances is available for inspection in the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the proposed Ordinances, please contact Community Development Director Jenny Rowan at 727-391-9951, ext. 244 or 727-804-0178 or email: [jrowan@madeirabeachfl.gov](mailto:jrowan@madeirabeachfl.gov).

The meeting will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private court reporter or private court recording firm to make the verbatim record.

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



## Memorandum

**Meeting Details:** September 11, 2024 – Board of Commissioners Regular Meeting  
**Prepared For:** Honorable Mayor Brooks and Board of Commissioners  
**Staff Contact:** Madeira Beach Community Development Department  
**Subject:** Ordinance 2024-15: R-3 to be consistent with MBTC SAP – 2nd reading and public hearing

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### Background

The city amended the Madeira Beach Comprehensive Plan in 2007 to include the Future Land Use category of Planned Redevelopment – Mixed Use (PR-MU) and adopted the Madeira Beach Town Center (MBTC) Special Area Plan (SAP) in 2009 (Ordinance 1151) which placed PR-MU on the Future Land Use Map. MBTC is a designated Activity Center and required to have an SAP. In 2014, the MBTC SAP was updated (Ordinance 2014-07).

The MBTC SAP outlines distinct Character Districts within the Activity Center (PR-MU land use in the Madeira Beach Comprehensive Plan) that have different development standards. The Character District standards include requirements for density, intensity, impervious surface ratio, and height. These standards in the MBTC SAP are not reflected in the Madeira Beach Land Development Regulations (LDRs). The Zoning Districts that need to be amended to reference these standards are C-3, C-4, and R-3 in the LDRs.

### Discussion

Ordinance 2024-15: R-3 to be consistent with MBTC SAP amends the R-3, Medium Density Multifamily Residential Zoning District to reference properties within the PR-MU Future Land Use Category and other minor updates (including townhomes as an allowed use and open rooftop uses as a special exception).

**Fiscal Impact**

N/A

**Recommendation(s)**

Planning Commission and staff recommends approval of Ordinance 2024-15: R-3 to be consistent with MBTC SAP.

**Attachments/Corresponding Documents**

- Ordinance 2024-15: R-3 to be consistent with MBTC SAP
- Business Impact Estimate
- Forward Pinellas Administrative Review Letter
- Development Standards and Character District Map from MBTC SAP
- Madeira Beach Zoning Map
- Legal Ad

## ORDINANCE 2024-15

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 4. R-3, MEDIUM DENSITY MULTIFAMILY RESIDENTIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE BEACHFRONT, CAUSEWAY, AND PENINSULA CHARACTER DISTRICTS FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Madeira Beach Town Center Special Area Plan requires updates to the Madeira Beach Land Development Code to have consistent development standards; and

**WHEREAS**, certain properties zoned R-3 Medium Density Multifamily Residential have a future land use category of Planned Redevelopment Mixed Use in the Madeira Beach Comprehensive Plan and a plan category of Activity Center with the Countywide Plan; and

**WHEREAS**, townhouses are compatible with the future land use category; and

**WHEREAS**, open rooftop uses are appropriate in certain areas within the zoning district and in other cases may disturb residential neighborhoods, therefore are appropriate to require a public hearing process; and

**WHEREAS**, the Planning Commission has considered the recommended changes referenced above at a public hearing and has recommended approval to the Board of Commissioners; and

**WHEREAS**, the recommendations of the Planning Commission and city staff have been found meritorious by the Board of Commissioners; and

**WHEREAS**, the Board of Commissioners held two public hearings to consider the approval of the recommend changes and the adoption of this ordinance.

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

**Section 1.** That Chapter 110 Article V. Division 4 of the Land Development Code of the City of Madeira Beach is hereby amended to read as follows:

*DIVISION 4. R-3, MEDIUM DENSITY MULTIFAMILY RESIDENTIAL*

**Sec. 110-226. Definition; purpose and intent.**

The R-3, medium density multifamily residential district provides for medium density development for residential, vacation rental, and temporary lodging facilities at locations where public facilities are adequate to support such intensity. The R-3, medium density multifamily residential district correlates with the resort facilities medium (RFM) and Planned Redevelopment Mixed Use (PR-MU) future land use category of the City of Madeira Beach Comprehensive Plan, and Resort (R) and Activity Center (AC) plan category in the Countywide Plan.

**Sec. 110-227. Permitted uses.**

The permitted uses in the R-3, medium density multifamily residential district are as follows:

- (1) Single-family.
- (2) Duplex.
- (3) Triplex.
- (4) Multifamily.
- (5) Townhouses (see Chapter 110 - Zoning, Article VI. - Supplementary District Regulations, Division 10. – Specific Development Standards, Subdivision III. - Townhouses for additional standards).
- ~~(56)~~ Vacation rental.
- ~~(67)~~ Temporary lodging.
- ~~(78)~~ Restaurants, excluding drive-in restaurants (provided that the provisions of subsection 110-236(f) are met).
- ~~(89)~~ Publicly owned or operated parks and recreation areas.
- ~~(910)~~ Institutional.

**Sec. 110-228. Accessory uses.**

The accessory uses in the R-3, medium density multifamily residential district are as follows:

- (1) Home occupation.
- (2) Private garages and carports.
- (3) Swimming pools or cabanas used as bath houses.
- (4) Residential docks.
- (5) Essential services.
- (6) Wireless communication antennas as regulated by article VI, division 12, subdivisions I, II and IV of this chapter.
- (7) Retail commercial and personal service/office support uses.

### Sec. 110-229. Special exception uses.

Upon application for a special exception to the special magistrate and favorable action thereon, the following uses may be permitted in the R-3, medium density multifamily residential district:

- (1) Retail commercial and personal service/office support uses as a stand-alone use (provided that the provisions of subsection 110-236(f) are met).
- (2) Public service facilities.
- (3) Commercial recreation.
- (4) Open rooftop, balcony and elevated terrace use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.

### Sec. 110-230. Building site area requirements.

The minimum building site area requirements in the R-3, medium density multifamily residential district are as follows:

- (1) Lot size:
  - a. Single-family: 4,000 square feet.
  - b. Duplex, triplex: 3,000 square feet per dwelling unit.
  - c. Multifamily: 2,420 square feet per dwelling unit.
  - d. Restaurants and retail commercial: 5,000 square feet.
  - e. Public service facilities: Shall not exceed a maximum area of three acres. Like uses or contiguous like uses in excess of this threshold shall require the parcel to be amended to the P-SP zoning district and the appropriate land use category.
- (2) Lot width:
  - a. Single-family, duplex, triplex: 40 feet.
  - b. Multifamily and temporary lodging: 60 feet.
  - c. Restaurants: 60 feet.
- (3) Lot depth: All permitted uses 80 feet.
- (4) Properties in the Resort Facilities Medium (RFM) future land use category of the Comprehensive Plan shall have a maximum density. The density is a maximum of 18 residential dwelling units, 18 vacation rental units, or 50 temporary lodging units per acre. Alternative temporary lodging use standards are allowed as detailed in subsection 110-236(e).
- (5) Properties in the Planned Redevelopment-Mixed Use (PR-MU) Future Land Use Category of the Comprehensive Plan shall have the following maximum densities:
  - a. Beachfront District: 15 residential dwelling units, 15 vacation rental units, or 30 temporary lodging units per acre.
  - b. Causeway District: 15 residential dwelling units, 15 vacation rental units, or 60 temporary lodging units per acre.
  - c. Peninsula District: 15 residential dwelling units, 15 vacation rental units, or 15 temporary lodging units per acre.

**Sec. 110-231. Setback requirements.**

The following minimum setbacks shall apply in the R-3, medium density multifamily residential district. Vacation rentals are built to residential standards:

- (1) Front yard:
  - a. Single-family, duplex and triplex: 20 feet, measured from right-of-way to structure.
  - b. Multifamily, temporary lodging, and retail commercial: 25 feet.
- (2) Rear yard: 25 feet, unless otherwise provided in the land development regulations, and then the more restrictive requirement shall apply.
- (3) Waterfront yard: For lots with a waterfront yard on the Gulf of Mexico, the setback shall be landward of to the county coastal construction control line.
- (4) Side yard setbacks:
  - a. Single-family, duplex and triplex dwellings:
    - 1. For lots less than 50 feet in width, the minimum side yard setback shall be five feet.
    - 2. For lots 50 feet or greater in width, the minimum total side yard setback shall be 15 feet with a minimum of seven feet on either side.
  - b. Multifamily, temporary lodging, and retail commercial: The minimum side yard setback shall be ten feet provided that the provisions of section 110-236 are met.

**Sec. 110-232. Maximum building height.**

- ~~(1) Properties in the Resort Facilities Medium (RFM) Future Land Use Category of the Comprehensive Plan shall have a maximum building height of 44 feet measured from the design flood elevation (DFE). No building in the R-3, medium density multifamily residential district shall exceed 44 feet in height.~~
- ~~(2) Properties in the Planned Redevelopment-Mixed Use (PR-MU) Future Land Use Category of the Comprehensive Plan shall have the following maximum building heights:
 
  - a. Beachfront District: three (3) stories above base flood elevation (BFE)
  - b. Causeway District: three (3) stories above base flood elevation (BFE)
  - c. Peninsula District: three (3) stories above base flood elevation (BFE)~~

**Sec. 110-233. Maximum lot coverage.**

The maximum lot coverage in the R-3, medium density multifamily residential district is as follows:

- ~~(1) Properties in the Resort Facility Medium (RFM) Future Land Use Category of the Comprehensive Plan shall have the following maximum floor area ratios (FAR):
 
  - a. Other commercial uses: the floor area ratio (FAR) is 0.55.
  - ~~(2) b. Public service facilities: the floor area ratio (FAR) is 0.65.~~
  - ~~(3) c. Public owned parks and recreation facilities: the floor area ratio (FAR) is 0.25.~~~~
  - ~~(2) Properties in the Planned Redevelopment-Mixed Use (PR-MU) Future Land Use Category of the Comprehensive Plan shall have the following maximum floor area ratios (FAR) for commercial uses only:~~

a. Causeway District: the floor area ratio (FAR) is 0.55

b. Beachfront District: the floor area ratio (FAR) is 0.55

c. Peninsula District: the floor area ratio (FAR) is 0.30

### **Sec. 110-234. Impervious surface ratio (ISR).**

- a. Properties in the Resort Facilities Medium (RFM) Future Land Use Category of the Comprehensive Plan shall have a maximum impervious surface ratio (ISR) of 0.85. The impervious surface ratio (ISR) in the R-3, medium density multifamily residential district for all uses is 0.85.
- b. Properties in the Planned Redevelopment-Mixed Use (PR-MU) Future Land Use Category of the Comprehensive Plan shall have a maximum impervious surface ratio (ISR) of 0.70.

### **Sec. 110-235. Buffering requirements.**

Buffering requirements in the R-3, medium density multifamily residential district are as follows:

- (1) Parking lots/garages for temporary lodging and commercial uses shall be designed to minimize their impacts to any adjacent residential uses as established in the land development regulations.
- (2) During the development process, existing curb cuts shall be reoriented, if necessary, to minimize the negative impact on adjacent properties.
- (3) All development within this category will meet or exceed the buffering/landscape requirements as outlined in chapter 106, article II.

### **Sec. 110-236. Special requirements.**

- (a) No structure in the R-3, medium density multifamily residential district shall be constructed that is greater than 250 feet in width. If two structures are proposed on the same lot or parcel, the buildings shall be separated by a minimum of ten feet.
- (b) Mixed uses in a single development shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the net land area of the property.
- (c) Institutional, other than public educational facilities shall not exceed a maximum area of five acres. Transportation and/or utility uses shall not exceed a maximum area of three acres.
- (d) When a proposed multifamily, temporary lodging or commercial use in the R-3, medium density multifamily residential district abuts a single-family, duplex, or triplex, an additional five-foot setback is required along the length of the entire shared lot line. This additional setback will be utilized to provide additional landscaped screening.
- (e) Properties in-~~the~~ the Resort Facilities Medium (RFM) future land use category of the Comprehensive Plan, alternative temporary lodging use standards allows 60 temporary lodging units per acre and a FAR of 2.0. A development agreement is required by the city's land development regulations and Forward Pinellas' Countywide Rules to use the alternative temporary lodging use standard. The development agreement must follow all required standards in Forward Pinellas Countywide Rules to use the alternative temporary lodging use standards.
- (f) Stand-alone restaurant or retail commercial use must have frontage on Gulf Boulevard or 150<sup>th</sup> Avenue.

### **Secs. 110-237—110-255. Reserved.**



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

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

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

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

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

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

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_



July 23, 2024

Andrew Morris, AICP  
Long Range Planner  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

**RE: Administrative review notice for Tier I Amendment (Ordinances 2024-13, 2024-14, and 2024-15 Madeira Beach Town Center Special Area Plan Zoning Amendments)**

Dear Andrew:

Thank you for submitting the above-referenced Tier I Amendment and providing the local Ordinances 2024-13, 2024-14, and 2024-15 for review. These ordinances pertain to the Madeira Beach Special Area Plan and meet the requirements for a Tier I amendment per Section 6.2.2 of the Countywide Rules.

The amendments reference previously adopted standards for the C-3, C-4, and R-3 Zoning Districts within the Madeira Beach Special Area Plan, which were in effect but not clearly stated in the Land Development Regulations. These standards align with the general framework provided by the Countywide Rules, with specific adaptations to the local context of the Madeira Beach area. The adaptations in density, intensity, building heights, FAR, and ISR reflect the unique character and needs of the Madeira Beach Special Area Plan and ensure consistency with the Countywide Plan Map category of Activity Center.

We recognize that the consistency process is an ongoing one and if either the City or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at [ewennick@forwardpinellas.org](mailto:ewennick@forwardpinellas.org).

Sincerely,

*Emma Wennick*

Emma Wennick  
Program Planner



**Development Standards**

The following table describes the maximum density and intensity of development, and other development standards, in each of the districts within the Town Center.

Table 1: Development Standards

District	Density		Floor Area Ratio		ISR <sup>2</sup>	Stories above BFE <sup>3</sup>
	Residential units	Temporary Lodging units	Commercial only	Mixed Uses		
Causeway	15	60	0.55	*	0.70	3
Commercial Core	15	60	1.2	Permitted	0.85	3
Beachfront	15	30	0.55	*	0.70	3
Peninsula	15	15	0.30	*	0.70	3
Transition	15	60	1.2	*	0.70	2

\* Shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the gross land area of the property.

The development standards for a Temporary lodging Use in the Commercial Core and C-3 and C-4 zoning districts of the Causeway districts may be increased consistent with the standards set forth in the Resort Facilities High (RFH) plan category when part of a zoning amendment

**Calculating Proportionate Share and Mixed Uses**

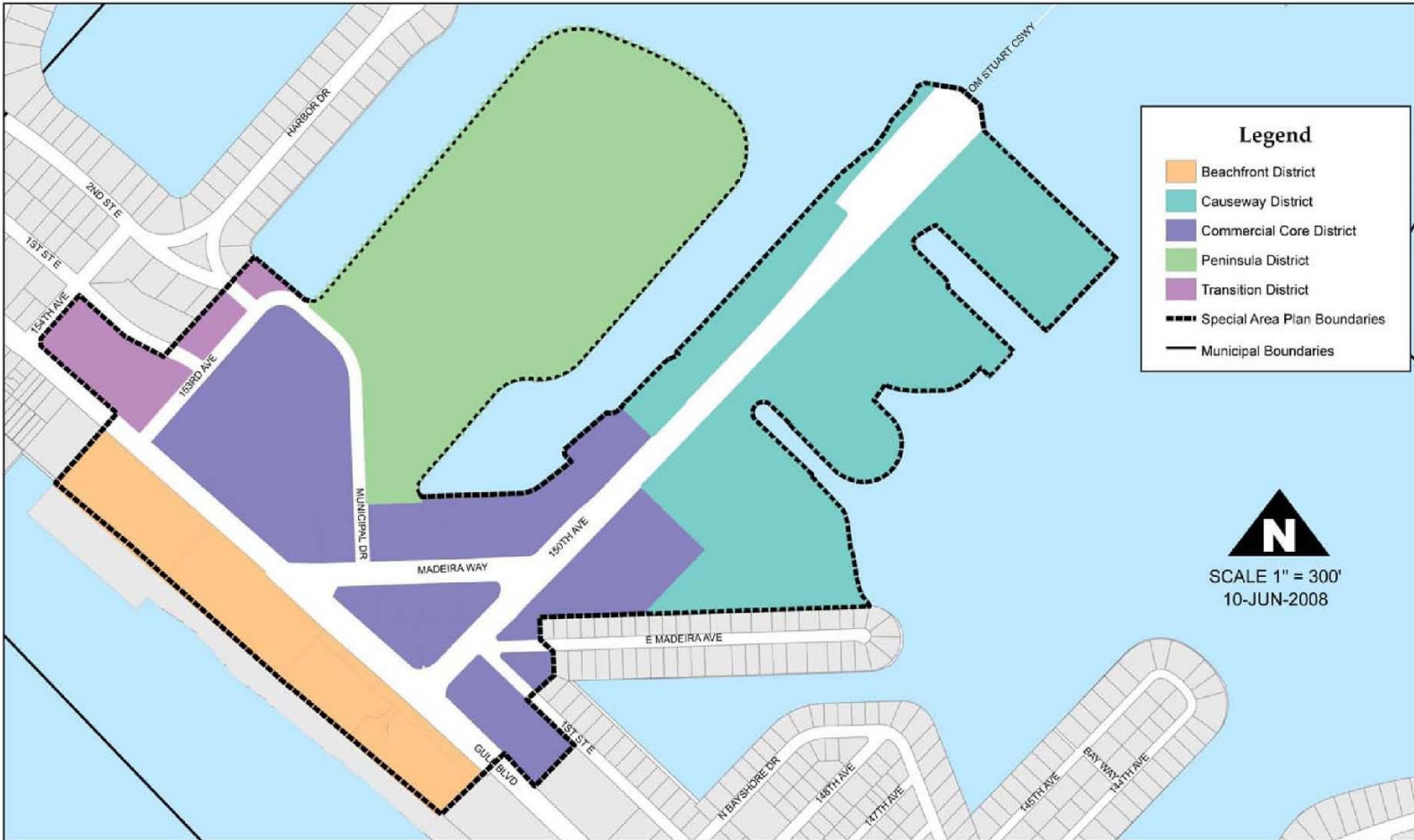
Within the Beachfront, Peninsula, and Transition districts, and any portion of the Causeway district other than that zoned C-3 and C-4, when mixed uses are proposed on one parcel or within one building, the combined uses shall not exceed the number of units per acre or floor area ratio (FAR) in proportion to the development site. The proposed development must identify the specific uses proposed, the maximum density or intensity of each specific use, and the proportion of the development site to be devoted to that use. The proposed development shall demonstrate that the combined uses do not exceed the units or FAR in proportion to the development site. The City will implement this requirement through existing land development regulations to ensure that mixed uses comply with the Pinellas Planning Council Countywide Plan rules as well as any new mixed use zoning districts that may be created to implement the Town Center Special Area Plan.

<sup>2</sup> ISR – impervious surface ratio

<sup>3</sup> BFE – base flood elevation



### City of Madeira Beach Special Area Plan Town Center Character Districts



Prepared by the Pinellas Planning Council with data provided by the Pinellas County Information Systems Department and the City of Madeira Beach. The data contained herein is offered "as is", with no claim or warranty as to its accuracy or completeness. The data is for reference only and should not be considered to be of survey precision. None of the information is official source documentation. While considerable effort is made to verify the information, due to its volume and highly dynamic nature, only the official source documents should be used where accuracy, completeness and currency are required.



**Development Standards**

The following table describes the maximum density and intensity of development, and other development standards, in each of the districts within the Town Center.

Table 1: Development Standards

District	Density		Floor Area Ratio		ISR <sup>2</sup>	Stories above BFE <sup>3</sup>
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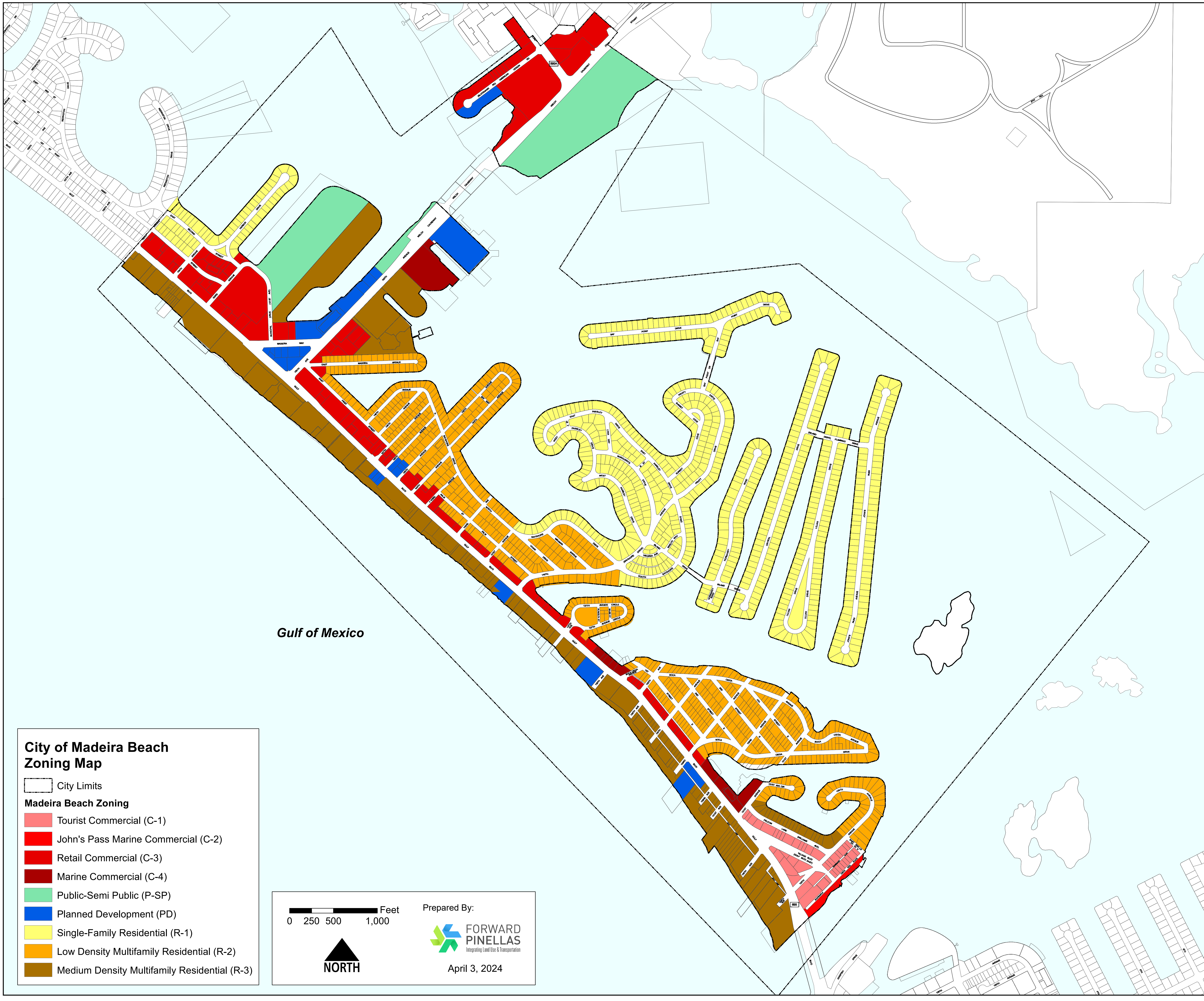
**Calculating Proportionate Share and Mixed Uses**

Within the Beachfront, Peninsula, and Transition districts, and any portion of the Causeway district other than that zoned C-3 and C-4, when mixed uses are proposed on one parcel or within one building, the combined uses shall not exceed the number of units per acre or floor area ratio (FAR) in proportion to the development site. The proposed development must identify the specific uses proposed, the maximum density or intensity of each specific use, and the proportion of the development site to be devoted to that use. The proposed development shall demonstrate that the combined uses do not exceed the units or FAR in proportion to the development site. The City will implement this requirement through existing land development regulations to ensure that mixed uses comply with the Pinellas Planning Council Countywide Plan rules as well as any new mixed use zoning districts that may be created to implement the Town Center Special Area Plan.

<sup>2</sup> ISR – impervious surface ratio

<sup>3</sup> BFE – base flood elevation





Gulf of Mexico

### City of Madeira Beach Zoning Map

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

0 250 500 1,000 Feet



Prepared By:  
  
 Integrating Land Use & Transportation  
 April 3, 2024



# Business Impact Estimate

Proposed ordinance's title/reference:  
Ordinance 2024-15: R-3 to be consistent with MBTC SAP

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.



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

*Ordinance 2024-15: R-3 to be consistent with MBTC SAP amends the R-3, Medium Density Multifamily Residential Zoning District to reference properties within the PR-MU Future Land Use Category and other minor updates (including townhomes as an allowed use and open rooftop uses as a special exception).*

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

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

*No foreseen direct economic impact of the proposed ordinance.*

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

*No foreseen impact on businesses with the proposed ordinance.*

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

*This ordinance assures that the Madeira Beach Land Development Regulations are consistent with the adopted development standards from the MBTC SAP.*

# NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA BEACH

Item 10G.

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter, and Florida Statute §166.041(3)(a) and 163.3184:

**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 2024-13, Ordinance 2024-14, Ordinance 2024-15, Ordinance 2024-16, and Ordinance 2024-17 on Wednesday, September 11, 2024, at 6:00 p.m.** The meeting will be held in the Patricia Shortz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The title of said Ordinance is as follows:

### ORDINANCE 2024-13

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 7. C-3, RETAIL COMMERCIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE COMMERCIAL CORE AND TRANSITIONAL CHARACTER DISTRICTS FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-14

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 8. C-4, MARINE COMMERCIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE CAUSEWAY CHARACTER DISTRICT FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-15

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 4. R-3, MEDIUM DENSITY MULTIFAMILY RESIDENTIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT;**

**ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE BEACHFRONT, CAUSEWAY, AND PENINSULA CHARACTER DISTRICTS FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-16

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE FEES AND COLLECTIONS PROCEDURE MANUAL; REPEALING ORDINANCE 2024-05; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-17

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 62 TAXATION, ARTICLE II LOCAL BUSINESS TAX, SECTION 62- 60 LOCAL BUSINESS TAX SCHEDULE OF THE CITY'S CODE OF ORDINANCES TO INCREASE THE LEVY OF THE LOCAL BUSINESS TAX FEES BY FIVE PERCENT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances. A copy of the proposed Ordinances is available for inspection in the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the proposed Ordinances, please contact Community Development Director Jenny Rowan at 727-391-9951, ext. 244 or 727-804-0178 or email: [jrowan@madeirabeachfl.gov](mailto:jrowan@madeirabeachfl.gov).

The meeting will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private court reporter or private court recording firm to make the verbatim record.

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



# Memorandum

**Meeting Details:** July 24, 2024

**Prepared For:** Hon. Mayor Brooks & Board of Commissioners

**Staff Contact:** Andrew Laflin, Finance Director

**Subject:** Ordinance 2024-16 Fees and Collection Procedure Manual – FY 2024 Update #2

---

## Background

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

Exhibit A - Fees and Collection Procedure Manual with tracked changes. Within Exhibit A, all updates to the manual, including addition of new fees, changing existing fees, modification of current explanatory language, and other similar changes, are included in red font with previous fee amounts and language stricken. Thus, Exhibit A provides an illustration of listed fees before and after the amendments resulting from Ordinance 2024-16. The primary area or departments involved in these proposed fee changes are as follows:

- Development Services – Site Plan Review and Zoning update.
- Finance Department – Parking Fee increase from \$3.00 to \$4.00 an hour.
- Fire Department – Short Term Vacation Rental Inspection - Annual \$100.00
- Municipal Marina – Transient, Wet Slip & Dry Storage rental fee update.

## Fiscal Impact

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

## Recommendation(s)

Staff recommends approval of Ordinance 2024-16 on First and Second Reading.

**Attachments**

- Ordinance 2024-16
- Exhibit A: Fees and Collection Procedure Manual with tracked changes

**ORDINANCE 2024-16**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE FEES AND COLLECTIONS PROCEDURE MANUAL; REPEALING ORDINANCE 2024-05; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

**SECTION 1.** The Fees and Collections Procedure Manual attached hereto as Exhibit A is hereby adopted

**SECTION 2.** That Ordinance 2024-05 is hereby repealed.

**SECTION 3.** That this Ordinance shall be deemed severable. If any part of the Ordinance is deemed unconstitutional, it shall not affect the constitutionality of other portions of the Ordinance.

**SECTION 4.** That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be hereby repealed insofar as the same effect this Ordinance.

**SECTION 5.** That this Ordinance shall be in full force and effect upon adoption in the manner provided by law.

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

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

ATTEST:

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

Exhibit A Ordinance 2024-16



# **FEES & COLLECTION PROCEDURE MANUAL**

(Updated Through Ordinance 2024-16)

**Office of the City Clerk**

**Adopted:** \_\_\_\_\_

# FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE 2024-16)

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## ARTICLE 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.

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**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
<i>(Ordinance 2016-06)</i>	
(6) Conversion of a nonconforming non-habitable area into a habitable area .....	\$1,000.00
C. <i>Alcoholic Beverage Permit Application Fee</i> .....	\$800.00
<i>(Res. 2012-14, 09/05/2012)</i>	
D. <i>Platting.</i>	
<i>(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)</i>	
(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. <i>Vacation. (Not including costs associated with referendum)</i>	
<i>(Res. 2016-24, 07/12/2016, Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)</i>	
Right-of-way (as approved by referendum) .....	\$1,500.00
Easement (as approved by referendum when required) .....	\$1,500.00
F. <i>Site Plan and Redevelopment Process</i>	
Level of site plan review to be determined in accordance with city land development ordinance and interpreted by development review staff.	
<i>(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)</i>	
(1) Minor Site Plan Review .....	\$300.00
(2) Intermediate Site Plan Review	
<del>a. Preliminary Site Plan .....</del>	<del>\$300.00</del>
b. First Review Site Plan Submittal .....	\$1,000.00
<del>c. Each Additional Submittal .....</del>	<del>\$500.00</del>
(3) Major Site Plan Review	

<del>a. Preliminary Site Plan .....</del>	<del>\$500.00</del>
b. First Review Site Plan Submittal .....	\$2,000.00
<del>c. Each Additional Submittal .....</del>	<del>\$500.00</del>
(4) Administrative Waiver .....	\$500.00
(5) Encroachment Extension.....	\$1,000.00
G. Zoning/Land Development Regulation Interpretations and Meetings – Base Fee.....	\$100.00
<del>(1) Single Family Fourplex .....</del>	<del>\$100.00</del>
<del>(2) 5-12 Units, Commercial less than 2000sqft .....</del>	<del>\$150.00</del>
<del>(3) 13 + Units, Temporary Lodging, Commercial more than 2000sqft .....</del>	<del>\$200.00</del>
<i>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.</i>	
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)	
<i>Verification in writing (formal letter on City stationary) as to the property's zoning. This includes a copy of the related district regulations. Such letters are often requested by realtors for property closings.</i>	
I. Land Development Regulations Amendment .....	\$1,500.00
(Res. 2016-24, 07/12/2016)	
J. Land Use Amendment .....	\$3,000.00
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)	
K. Rezoning.....	\$2,000.00
(Res. 07-14, 06/26/2007)	
L. Planned Development (PD) and Planned Development Amendments. (Res. 07.14, 06/26/2007)	
(1) Development Meetings-Charged as Plan Review Meetings at the combined hourly rate of all staff assigned by the Planning Director.	
(2) Plan Review	
a. Preliminary Plan and Standards Review .....	\$1,500.00
b. First Plan and Standards Plan Review .....	\$2,500.00
c. Each Subsequent Submittal .....	\$500.00
Plus hourly rate of assigned staff	

- (3) Minor modifications not requiring full site plan, neighborhood/community meetings or zoning map amendment or amendment of the planned development agreement .....\$1,000.00
- (4) Major modifications.....To be charged by the full rate for a new Planned Development.
- (5) Development Agreements..... Application fee of \$500.00 and charges will include all staff and consulting time at hourly rates plus benefits and will be paid prior to execution of the Development Agreement Ordinance.

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

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

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

- (2) For Administrative Review and Approval.....all staff hourly rates, legal and recoding fees

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

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

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

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

*P. FEMA Verification Letter ..... \$100.00*

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

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

- (1) Permit for any business with current Local Business Tax Receipt (BTR) .....\$10.00
- (2) Permit for any business without current BTR ..... \$100.00
  - a. For each additional person participating without a BTR .....\$20.00

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

*S. Specific Site Plan Applications*

- (1) Dog Dining Request .....\$75.00  
*A fee of \$75.00 shall be required for both the initial application and subsequent annual renewals requesting to allow dogs in specified outdoor area(s) of a food service establishment during operating hours. This fee shall offset the City's cost to administer, review and inspect such request.*

*This fee shall apply only to pet dogs, service animals are already permitted within business establishments by law.*

(2) Sign, Murals, Banners.....\$75.00

*T. Building Permit Fee Schedule.*

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

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

- (1) Residential and Commercial (NON-REFUNDABLE) permit plan review deposit fee
  - 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 for the Building Permit Fees.

(5) Pre-Permit Plan Review Fee: All plan review fees for large "commercial and residential" building permits including one-and-two family dwellings, townhouses, multifamily units and all commercial projects shall be:

- 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 5,000sq. ft ..... \$250.00
  - f. Early release of power (*before electrical final*)..... \$50.00
  - g. Moving of structure..... \$100.00
  - h. Permit extension (*per extension*) ..... \$50.00
  - i. Transfer of Permit ..... \$50.00
  - j. Permit fee for applications performed by an outside entity:  
*The permit fee for an application when the Building Official has approved the request of the applicant to have an outside entity, contracted by the applicant, perform the required inspections shall be:*
    - i. Fee per sq. ft. of the proposed structure ..... \$1.00
    - ii. Minimum fee, (plus any applicable fees) .....\$50.00
  - k. Red tags and/or failed inspection(s) (*per tag/inspection*) ..... \$50.00
  - l. Replacement of placard card (*per placard card*)..... \$25.00
  - m. Special consultation with Building Official (*as needed;by request*) ..... \$100.00
  - n. FEMA or damage pre-permit inspection, Fire or Structural(*Includes Trades*)..... \$100.00
  - o. Building Code, Life & HealthSafety inspection..... \$100.00
  - p. After hours inspection (*beyond normal business hours*) ..... \$250.00
  - q. Stop-work order (*per order*)..... \$50.00
  - r. Temporary power pole.....\$50.00
  - s. Tent permit .....\$25.00
  - t. Tree removal permit .....\$50.00
  - u. Well/Test boring application ..... \$100.00
  - v. Each additional boring on same site ..... \$20.00
  - w. Building Safety/Milestone Report Review Fee ..... \$250.00
- (8) "After the Fact" permit fee:
  - a. Shall be **(5)** times the face value of the permit valuation fees.
  - b. Any subsequent "After-the-fact" permit issued to the same Contractor, Property Owner and/or Homeowner within the following (12) months shall be **(10)** times the normal fees.
- (9) Refunds. NO refunds on permits unless such permit was issued in error in part of the City. There shall be no refund of fees if work commences or of the permit is 90 days or older.

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

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

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

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

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

U. Impact Fee Schedule

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

Category or Class	Calculated fee rate multiply by building area						
	FY 2022	FY 2023	FY 2024	FY 2025	FY202 6	FY 2027	FY 2028
Culture & Recreation	\$3.57	\$4.76	\$5.94	\$7.13	\$8.23	\$9.52	\$11.89
Mobility	\$0.45	\$0.60	\$0.75	\$0.90	\$1.05	\$1.20	\$1.50
Public Safety	\$0.18	\$0.24	\$0.30	\$0.36	\$0.42	\$0.48	\$0.60
<b>Total</b>	<b>\$4.20</b>	<b>\$5.60</b>	<b>\$6.99</b>	<b>\$8.39</b>	<b>\$9.70</b>	<b>\$11.20</b>	<b>\$13.99</b>

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

**ARTICLE III. FINANCE DEPARTMENT**

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

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

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

D. *Recording of Documents:*

(1) First Page .....\$10.00

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

E. *Parking fines and penalties.* Parking fines and penalties shall be as follows:

*(Res. 06.29, 11/28/2006; Res. 04.09, 08/10/2004; Code 1983, §5-19; City Ord 2022-23)*

(1) Overtime Parking .....\$60.00

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

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

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

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

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

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

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

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

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

Johns Pass Seafood Festival  
Memorial Day  
by the BOCC by resolution.

The Fourth of July  
Additional event days as authorized

G. *Business Parking Permit (up to 4 permits/month/Business) per month* ..... \$40.00

*Permit for any business with current Local Business Tax Receipt (BTR).*

~~H. *Vanity Plates (1 plate for each current registered vehicle)* ..... \$40.00~~

~~*For residents of the City of Madeira Beach ONLY and is a substitute for the free parking sticker issued at the beginning of each year.*~~

I. *Parking meters city-wide* ..... ~~\$3.00/hr.~~ \$4.00/hr.

- J. *Overnight Parking*..... \$72.00/day up to 7 days. *Selective Surface Parking lots from 130<sup>th</sup> to Kitty Stuart Park.*
- K. *Festival Parking.* *The City Manager maintains the right to designate festival parking rates for designated special events at his/her discretion. Each special event is subject to review.*
- L. *No operator of a vehicle shall park a vehicle on dirt, grass or landscaped city rights-of-way, medians, swales, or similar areas. The city manager, or designee, may waive this prohibition on a temporary basis where it is determined that such waiver is necessary.*
- M. *Parking Fee Amendment Resolution.* In order to adjust parking fees as may be needed due to environmental, economic, or other conditions that may occur during the fiscal year, parking fees can be waived, decreased, or increased at any time during the fiscal year by Resolution of the Board of City Commissioners.

*\*Note/Clarification: Due to the parking meter fee increasing from ~~\$2.50~~ to \$3.00 to \$4.00 per hour, the minimum charge for credit cards for half the time or thirty minutes is now ~~\$1.50~~ \$2.00.*

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

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**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 moresq. ft .....\$200.00
- (8) Subsequent Fee for Each Return Inspection for Compliance .....\$30.00
- (9) Fire Department Red Tag/StopWork Order .....\$50.00
- B. Fire Plan Review and Correlated Inspection(s)**
  - (1) For Site Plans and Building Plans .....\$0.05/sqft
  - (2) Other fire plans review (fire alarm, fire suppression, etc.) .....\$250.00
  - (3) Failed inspections(s) (per each inspection).....\$50.00
- C. CPR Classes.**
  - (1) Resident .....\$25.00
  - (2) Non-resident.....\$50.00
- D. Fire Engine Rental for Fire System Testing and/or Certification.**
  - (1) First 4 Hours.....\$1,000.00
  - (2) Each Additional Hour .....\$250.00  
(Res. 08.10, 09/23/2008)
- E. Special Event Fee**
  - (1) Fire Rescue Special Event (per Hour) .....\$125.00
  - (2) Equipment Service Fee; Fuel, Oil, Maintenance, etc. (per unit per day).....\$50.00
  - (3) Special Event Inspection; Cooking Tents, Food Trucks, etc. (per event).....\$100.00
- F. Short Term Vacation Rental Inspection - Annual (Air BNB, VRBO, etc.)..... \$100.00**

**ARTICLE V. PARKS & RECREATION**

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

- A. Recreation.**
  - (1) Adult Sports Registration:
    - a. Rate determined by sport, competitive analysis, and cost recovery.
      - i. Resident/Non-Resident Pricing model will be utilized.
  - (2) Youth Sports
    - a. Rate determined by sport, competitive analysis, and cost recovery.
      - i. Resident/Non-Resident Pricing model will be utilized.

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

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

(4) Summer Camp Program:

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

(5) Fitness Classes

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

**B. Recreation Center and City Hall Rentals.**

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

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

- a. Recreation Center Rooms (security deposits are refundable)
  - i. Full Recreation Center (all rooms) (*security deposit \$400.00*) ..... \$300.00/hr.
  - ii. Boca View Hall (*security deposit \$200.00.00*) ..... \$100.00/hr.
  - iii. Ocean Walk Room (*security deposit \$200.00*) ..... \$50.00/hr.
  - iv. Starboard Room (*security deposit \$200.00*) ..... \$50.00/hr.
  - v. Outside Deck (*security deposit \$400.00*) ..... \$100.00/hr.
  - vi. Boca View Hall & Outside Deck (*security deposit \$400.00*) ..... \$150.00/hr.
  - vii. 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 used of Pinellas County Sheriff's Deputies, as defined within the special events section of ordinances, will be negotiated directly with the Pinellas County Sheriff's Office. It is the **sole responsibility of the applicant** to secure the appropriate number of deputies as required by the Sheriff's Department.

- e. Other Non-City Fees. Other fees included but not limited to Madeira Beach City Centre and field clean-up, additional civilian security, and vehicle parking professionals shall be the **sole responsibility of the applicant.**
- f. Table games (Canasta, Bridge, etc.)
  - i. Resident: ..... \$1.00
  - ii. Non-resident: ..... \$2.00

**ARTICLE VI. PUBLIC WORKS**

**A. Trash, Recycling, and Garbage**

**(1) Removal service fees-**

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

- a. Single Family and Multi-Family, per dwelling, per month:
  - i. 64 Gallon Cart..... \$38.74
    - o Each additional cart per month.....\$14.00
  - ii. 96 Gallon Cart.....\$45.74
    - o Each additional cart per month.....\$14.00
- b. Commercial. All offices and business establishments required to have a local business tax receipt are hereby classified commercial. A commercial rate for the collection of garbage and trash is hereby established to be in accordance with the following for non-compacting containers:
  - i. Service twice per week, per month (Dumpster)
    - (a) One cubic yard.....\$122.82
    - (b) One and a half cubic yard.....\$157.00
    - (c) Two cubic yard .....\$191.17
    - (d) Three cubic yard.....\$259.52
  - ii. Each additional service per week, per month (Dumpster)
    - (a) One cubic yard ..... \$68.35
    - (b) One and a half cubic yard.....\$76.90
    - (c) Two cubic yard .....\$102.53
    - (d) Three cubic yard .....\$136.70
  - iii. Service twice per week, per month (96 Gallon cart) ..... \$40.00
    - o Each additional cart per month..... \$14.00
  - iv. Each additional service per week, per month (96 gallon cart) ..... \$16.00
  - v. Sunday collections are double the additional service rate.
  - vi. Replacement Toter fee \$75.00

vii. Accounts classified as multifamily dwelling, or hotel, motel or motor lodge may elect to be charged for garbage and trash removal services in conformity with the commercial rates defined in this section but in no case shall less than one can per unit be elected. It is the burden of the property owner to notify the city of such election. Those establishments electing the commercial or bulk rate shall have the option of changing the type of service by giving 30 days' notice. Requests for changes in service shall be in writing and addressed to the city. The city reserves the right to determine the number of cans, the number and size of containers and/or frequency of disposal, with applicable charges, during any period of the year, for commercial containers.

c. Bulk item removal. Any item identified in section 54-33 regarding the removal of other waste and non-combustible refuse will be collected by the city, for a minimum disposal fee of \$50.00 plus \$10.00 for each item picked up

d. Unlawful/Illegal Dumping .....\$250.00

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

(2) Recycling service fees (Commercial)

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

(3) Billing.

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

(4) Owner's liability.

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

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

*(Code 1983, §19-511)*

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

**B. Stormwater Utility Management**

(1) Created.

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

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

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

(2) Schedule of Rates

*(Res. 05.20, 09/14/2005)*

- (1) The EDU rate shall be \$10.00 per month for each EDU.
- (2) The stormwater management utility fee shall be calculated for each developed property as follows:
  - i. The fee for property consisting solely of dwelling units is the rate of one EDU multiplied by the number of dwelling units existing on the property. That is:

**Fee = (EDU rate) X (Number of dwelling units)**

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

**Fee = (EDU rate) X (Impervious area expressed in square feet) / 1,249 square feet, but not less than the rate for one EDU)**

**\*Fractional remainders**

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

area from the total impervious area. If the remaining impervious area is zero or negative, the fee is the EDU rate multiplied by the number of dwelling units.

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

- (3) The minimum fee for developed property, whether residential or nonresidential, within the city is equal to the rate of one EDU subject to reduction as set forth in subsection (4) of this section.
- (4) On-site stormwater quality management facilities reduction shall be allowed and calculated as follows:
- i. In order to encourage the improvement of the quality of stormwater runoff, a reduction in the stormwater management utility fee is authorized for those developed properties which are addressed by a stormwater management facility designed and constructed for the purpose of stormwater pollution reduction.
  - ii. A reduction in fee is allowed for a particular developed property only if the stormwater runoff from the property is treated by a stormwater management facility that has been designed, constructed, and is maintained properly for the purpose of stormwater pollution reduction and adheres to the drainage requirements of the ten-year frequency, 60-minute storm event. If it is determined by the Director of Community Services that the stormwater management facility has not been, nor is currently being, properly maintained as designed, the Director of Community Services may disallow the on-site stormwater management facility credit.
  - iii. Specific stormwater treatment facilities that qualify for this reduction include, but are not limited to, retention or filtration ponds; front, rear, and side lot swales; mechanical treatment or separation facilities; or extensive improvement in the amount of pervious surfaces by the use of turf-block for parking areas, driveways, patios and sidewalks.
  - iv. For applicable properties, the fee shall be reduced by 25 percent. The reduced fee will, therefore, be calculated as the fee determined in this subsection multiplied by the factor of 0.75 (Fee X0.75).
- (3) Billing, Collecting, Delinquency, and Penalty
- a. Bills for stormwater service shall be rendered bimonthly by the county water system as agent for the city. The fixed monthly charge shall be payable in advance.
  - b. If any bill shall not be paid within seven days after the date it has been declared delinquent, water service to the premises shall be disconnected until such delinquent account is paid in full, including all applicable disconnection and reconnection charges.
  - c. Statements for the stormwater management utility fee shall be payable at the same time

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

- d. The administrative appeal and hearing procedure applicable to the discontinuance of utility services shall be applicable to the discontinuance of such services for the nonpayment of the stormwater management utility fee.

(4) Adjustments of fees.

*(Code 1983, §19-512)*

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

- b. The Public Works Director, upon discovering an error or oversight in the calculation of the fee, may initiate an adjustment request. The request must be made in writing documenting the reasons for the adjustment. In the event that the adjustment would require the increase in fee for a fee payer, the Public Works/Marina Director must provide the adjustment request to the affected fee payer 30 days prior to adjusting the fee and offer the fee payer an opportunity within the stated 30 days to provide reasons why the adjustment should not be made. An increase or decrease in fee shall not be retroactively effective more than one year from the date of adjustment.

(5) Sec. 70-156. - Enforcement.

- a. *Civil penalties.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a civil penalty not less than \$50.00 or more than \$500.00 per day, or imprisonment of up to 60 days, or both such fine and imprisonment, for each violation.
- b. *Criminal penalties.* Any intentional or willful violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a criminal penalty not less than \$50.00 or more than \$500.00 per day, or imprisonment of up to 60 days, or both such fine and imprisonment, for each violation.
- c. *Injunctive relief.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to injunctive relief if necessary to protect the public health, safety, or general welfare.
- d. *Continuing violation.* A person shall be deemed guilty of a separate violation for each and every day during any continuing violation of any provision of this article, or of any regulation or permit issued under this article.
- e. *Enforcement actions.* The director may take all actions necessary, including the issuance of notices of violation and the filing of court actions, to require and enforce compliance with the provisions of this article and with any regulation or permit issued under this article.

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## ARTICLE VII. MADEIRA BEACH MUNICIPAL MARINA

A. Vessel inspection.

*(Code 1983, Chapter 19, Article VII)*

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

B. Madeira Beach Municipal Marina fees

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

The marina maintains the ability to adjust the rates below to account for changes in the sales tax Rates during the fiscal year; allowing for payments to stay consistent until this manual is updated

and approved by the Commission. Employees receive the same rates as residents. The marina staff can issue transient slip discount coupons up to 20% off through online booking sites as a marketing tool. Discounts will be for off peak times.

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

- (1) Transient Wet Slip per day.....\$2.10/foot/day
- (2) Transient Wet Slip per week.....\$11.00/foot/week
- (3) Transient Dry Storage
  - a. Regular per day .....\$28.04/day
  - b. Holidays and/or weekends per day.....\$37.38/day
- (4) Transient Dry Storage .....~~\$233.64~~ \$257.01 /month
- (5) Wet Slip non-Live-aboard .....~~\$12.00~~ \$13.50/foot/month
- (6) Boat Lift .....~~\$15.50~~ \$17.00/foot/month
- (7) Commercial non-live-aboard wet slip..... ~~\$13.00~~ \$14.50 /foot/month
- (8) Wet Slip Live – aboard .....~~\$18.50~~ \$20.00/foot/month
- (9) Dry Storage – under 26’ boat length.....~~\$158.88~~ \$172.90/month
- (10) Dry Storage – 26’+ boat length .....~~\$196.26~~ \$210.28/month
- (11) Resident Dry Storage (*Limited to Madeira Beach Residents Only*) .....~~\$128.33~~ \$130.84/month
- (12) Dry storage for non-motorized boat\* .....\$28.17/month
  - a. *\*Kayaks, canoes, and small boat that can be carried by one (1) person.*
- (13) Boat Ramp Fees
  - a. Launch .....\$4.67/day
  - b. Launch and Park .....\$14.02/day
  - c. Holiday Launch and Park .....\$18.69/day
  - d. Resident Launch (New).....\$1.87
  - e. Resident Launch & Park (New) .....\$9.35
- (14) Late Fee .....\$30.00
- (15) Residents with recreational vehicles and motor homes and boat displaced by City Road and/or Stormwater construction will be provided free storage space for those vehicles.
- (16) Fuel Discounts -Maximum discount per gallon \$0.30/gal
  - a. Commercial .....\$0.20/gal
  - b. Gulf of Mexico Commercial Fishing Fleet Discount .....\$0.30/gal
  - c. 50+ Gallon .....\$0.05/gal



- d. Boat US/ Sea Tow .....\$0.05/gal
- e. Madeira Beach Resident.....\$0.05/gal
- f. City Co-sponsored / Community events.....\$0.20/gal
  - i. Great American Grunt Hunt
  - ii. King of the Beach fishing tournament (Spring and Fall)
  - iii. Veterans Boat Parade
  - iv. Wild West Kingfish Tournament (*Spring and Fall*)
  - v. Sun Coast Kingfish Classic (*Spring and Fall*)
  - vi. Christmas Boat Parade
  - vii. Any other City Co-sponsored events as approved by the City Manager
  
- (17) Surveillance camera optional fee .....\$25.00/month
  
- (18) Live-aboard permits.....\$5.00(72 hours)  
*(Res 2019-18, 12/17/2019)*
  
- (19) Temporary 3HR Wet Slip Parking/No Power .....\$20.00 + Tax

*This page reserve for Publications by the City Clerk*

# Business Impact Estimate

Proposed ordinance's title/reference:

**ORDINANCE 2024-16**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FEES AND COLLECTIONS PROCEDURES MANUAL THAT WAS AMENDED BY ORDINANCE 2024-05, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

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

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

This ordinance amends the Fees and Collection Procedure Manual to establish new fees, changing existing fees, modification of current explanatory language, and other similar changes within Development Services, Finance, Fire Services, and the Marina.

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

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

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

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

The amendment establishes new fees and modifies existing fees that would apply to individuals as well as businesses, and, therefore, the proposed ordinance does not affect only businesses.

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

This amendment will result in additional revenues to support City operations.

0000356726-01

**Tampa Bay Times**  
**Published Daily**

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

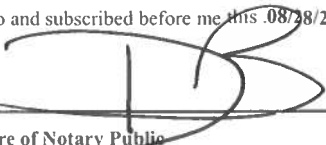
Before the undersigned authority personally appeared **Jean Mitotes** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE 2024-13, 2024-14, 2024-15, 2024-16, 2024-17** was published in said newspaper by print in the issues of: **8/28/24** or by publication on the newspaper's website, if authorized, on

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



\_\_\_\_\_  
Signature Affiant

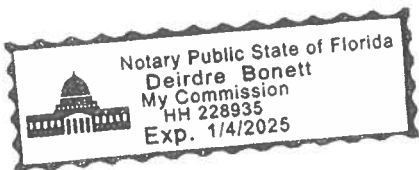
Sworn to and subscribed before me this **08/28/2024**



\_\_\_\_\_  
Signature of Notary Public

Personally known  or produced identification

Type of identification produced \_\_\_\_\_



## LEGAL NOTICE

## 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 Statute §166.041(3)(a) and 163.3184:

**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 2024-13, Ordinance 2024-14, Ordinance 2024-15, Ordinance 2024-16, and Ordinance 2024-17** on **Wednesday, September 11, 2024, 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 title of said Ordinance is as follows:

### ORDINANCE 2024-13

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 7. C-3, RETAIL COMMERCIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE COMMERCIAL CORE AND TRANSITIONAL CHARACTER DISTRICTS FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-14

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 8. C-4, MARINE COMMERCIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE CAUSEWAY CHARACTER DISTRICT FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-15

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 4. R-3, MEDIUM DENSITY MULTIFAMILY RESIDENTIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT;**

**ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE BEACHFRONT, CAUSEWAY, AND PENINSULA CHARACTER DISTRICTS FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-16

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE FEES AND COLLECTIONS PROCEDURE MANUAL; REPEALING ORDINANCE 2024-05; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

### ORDINANCE 2024-17

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 62 TAXATION, ARTICLE II LOCAL BUSINESS TAX, SECTION 62- 60 LOCAL BUSINESS TAX SCHEDULE OF THE CITY'S CODE OF ORDINANCES TO INCREASE THE LEVY OF THE LOCAL BUSINESS TAX FEES BY FIVE PERCENT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances. A copy of the proposed Ordinances is available for inspection in the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the proposed Ordinances, please contact Community Development Director Jenny Rowan at 727-391-9951, ext. 244 or 727-804-0178 or email: [jrowan@madeirabeachfl.gov](mailto:jrowan@madeirabeachfl.gov).

The meeting will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private court reporter or private court recording firm to make the verbatim record.

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office 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](mailto:cvanblargan@madeirabeachfl.gov).



**Memorandum**

**Meeting Details:** Board of Commissioners Regular Meeting, September 11, 2024

**Prepared For:** Honorable Mayor Brooks and the Board of Commissioners

**From:** Community Development Department

**Subject:** Ordinance 2024-17 Business Tax Receipt (BTR) fee update, 2nd reading and public hearing

**Background:** The City of Madeira Beach is able to increase BTRs up to five percent every other year (Florida Statutes Chapter 205).

**Discussion:** The attached ordinance (Ordinance 2024-17) increases every business tax fee by five percent.

**Recommendation(s):** Staff recommends approval of Ordinance 2024-17.

**Fiscal Impact or Other:**

A five percent increase in BTR fees.

**Attachments:**

Ordinance 2024-17 Business Tax Receipt (BTR) fee update

**ORDINANCE 2024-17**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 62 TAXATION, ARTICLE II LOCAL BUSINESS TAX, SECTION 62-60 LOCAL BUSINESS TAX SCHEDULE OF THE CITY'S CODE OF ORDINANCES TO INCREASE THE LEVY OF THE LOCAL BUSINESS TAX FEES BY FIVE PERCENT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City's establishment and levy of a local business tax is governed by Florida Statutes Chapter 205; and

**WHEREAS**, Chapter 205 Florida Statutes permits municipalities that undertook the Equity Study Commission and reclassification process by October 1, 1995 to increase by ordinance the local business tax rates every other year by up to 5 percent; and

**WHEREAS**, the City of Madeira Beach has not increased its local business tax since 2014; and

**WHEREAS**, Section 790.33 Florida Statutes preempts municipal regulation of firearms and ammunition, including the purchase, sale, transfer, taxation, manufacture, ownership possession, storage and transportation thereof; and

**WHEREAS**, the Florida legislature amended Section 790.33 to provide severe penalties for any government official or employee who enacts or causes to be enforced any municipal regulation of firearms and ammunition; and

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

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



**Section 1.** That Section 62-60 of Chapter 62, Article II, of the Madeira Beach Code of Ordinances is hereby amended to read as follows:

**Sec. 62-60. Local business tax schedule.**

The Standard Industrial Classification Manual, which is adopted by reference, may be used to assist the city in determining the appropriate local business tax categories acknowledged by the city.

*Category Tax*

- (1) ABSTRACT COMPANIES, TITLE COMPANY OFFICE ..... ~~\$254.68~~ \$267.41
- (2) ACCOUNTANTS (See Professions) .....
- (3) ADMINISTRATIVE OFFICE ..... ~~63.67~~ \$63.67
- (4) ADVERTISING: .....

  - a. Agency—General ..... ~~126.79~~ \$133.13
  - b. Coupon book publisher or distribution ..... ~~254.68~~ \$267.41
  - c. Directory or guide book publisher..... ~~127.34~~ \$133.71
  - d. Handbill or sample distribution (Except licensed persons advertising their own business) ..... ~~89.13~~ \$93.59
  - e. Soliciting for publication-not listed in city ..... ~~63.67~~ \$63.67
  - f. Sound amplification vehicle, each vehicle carrying banners, signs or cartoons except as part of licensed parade ..... ~~63.67~~ \$63.67
  - g. Advertising business: .....

    - 1. Outdoor advertising business ..... ~~63.67~~ \$63.67
    - 2. Construction, installation or maintenance, lease or rental, posting or painting of signs or billboards for advertising other than the business conducted on premises where display is located ..... ~~254.68~~ \$267.41

  - h. Schemes, devices and inducements for business (not provided elsewhere—special local business tax required) ..... ~~289.44~~ \$303.88
  - i. Parade, including autos, trucks and wagons carrying advertising signs, musical instruments or other devices to attract attention, each parade (city manager approval required) ..... ~~127.34~~ \$133.71

- (5) AGENT OR AGENCY:

  - a. Books, magazines or newspapers ..... ~~63.67~~ \$63.67
  - b. Claim or collection ..... ~~89.13~~ \$93.59
  - c. Consultant ..... ~~89.13~~ \$93.59
  - d. Credit reporting ..... ~~89.13~~ \$93.59
  - e. Errand and courier services ..... ~~63.67~~ \$63.67

- f. Insurance (See Insurance)
  - g. Manufacturers representative ..... ~~127.34~~ \$133.71
  - h. Marketing ..... ~~89.13~~ \$93.59
  - i. Tangible goods (dealer) ..... ~~63.67~~ \$63.67
  - j. Private detective company ..... ~~127.34~~ \$133.71
- Each additional detective ..... ~~63.67~~ \$63.67
- k. Travel (submit certificate from consumer services) ..... ~~89.13~~ \$93.59
  - l. Real estate (See Real Estate) .....
  - m. Employment ..... ~~89.13~~ \$93.59
  - n. Packaging/shipping ..... ~~63.67~~ \$63.67
- (6) ALARM SYSTEM, FIRE, BURGLARY, Sales and service ..... ~~63.67~~ \$63.67
  - (7) AMBULANCE SERVICE, Not connected with funeral home ..... ~~76.41~~ \$80.23
  - (8) AMUSEMENT PARK ..... ~~289.44~~ \$303.88
  - (9) AMUSEMENT PARLOR, More than three game machines ..... ~~254.68~~ \$267.41
  - (10) AMUSEMENT RIDES, each per day ..... ~~36.38~~ \$38.20
  - (11) APPRAISERS ..... ~~89.13~~ \$93.59
  - (12) ARMORED CAR SERVICE ..... ~~89.13~~ \$93.59
  - (13) ARTIST: .....
    - a. Commercial ..... ~~89.13~~ \$93.59
    - b. Portrait ..... ~~63.67~~ \$63.67
    - c. Free-lance ..... ~~63.67~~ \$63.67  - (14) ASTROLOGER ..... ~~798.77~~ \$838.71
  - (15) AUCTION HOUSES ..... ~~254.68~~ \$267.41
  - (16) AUCTIONEERS, Per day (Must comply with F.S. § 468.386) ..... ~~127.34~~ \$133.71
  - (17) AUTOMOTIVE: Business carried on at different locations shall each be licensed as a separate entity. Each business engaging at a single location in more than one of the six classes of activities listed below may secure a combination local business tax receipt. Rate will be that fee, which is highest for any single activity engaged in plus one-half the single or graduated fee specified for each of the other classes of business undertaken.
- Automobile and truck:
- 1. Agency—Sale and servicing of new and used cars and trucks. Includes Classes 2, 3 and 4 listed below ..... ~~254.68~~ \$267.41
  - 2. Dealer—Sale and servicing of only used cars and trucks. Includes Classes 3 and 4 listed below ..... ~~127.34~~ \$133.71
  - 3. Garage—General repairs, Includes Class 4 listed below (submit certificate from consumer services) ..... ~~89.13~~ \$93.59

4. Repairs and replacement—Specialized service and excluding general repair work:

Accessories

Batteries

Body and fender, includes painting

Brakes

Carburetor

Generator

Ignition

Mufflers

Painting and undercoating

Radiators

Speedometers

Springs

Tires

Tops

Transmissions

Upholstery and seat covers

Wheel alignment and balancing

License for one of the above .....~~63.67~~ \$66.85

For any two or more of the above ..... ~~89.13~~ \$93.59

5. Services:

i. Rental—Cars only .....~~127.34~~ \$133.71

ii. Trucks only .....~~63.67~~ \$66.85

iii. Combination rental—Cars and trucks .....~~191.00~~ \$200.55

iv. Parking lot and storage:

Temporary per day ..... ~~12.74~~ \$13.38

1—10 cars .....~~38.21~~ \$40.12

11—20 cars ..... ~~63.67~~ \$66.85

21—50 cars ..... ~~127.34~~ \$133.71

51—75 cars .....~~191.00~~ \$200.55

76—100 cars .....~~289.41~~ \$303.88

Over 100 cars .....~~382.02~~ \$401.12

v. Washing and polishing, unless licensed in Classes 1, 2, 3 or 6 .....~~63.67~~ \$66.85

- vi. Wrecking or towing service, unless licensed in Classes 1, 2, 3 or 4 .....~~63.67~~  
\$66.85
- 6. Service station: One pump .....~~38.24~~ \$40.12  
Each additional pump .....~~18.20~~ \$19.11
- 7. Hauling trailers—Rentals: .....  
1—5 trailers .....~~38.24~~ \$40.12  
10 trailers .....~~63.67~~ \$66.85  
20 trailers .....~~89.13~~ \$93.59  
21—50 trailers .....~~127.34~~ \$133.71
- (18) BAIT DEALERS, RETAIL OR WHOLESALE .....~~50.94~~ \$53.43
- (19) BAKED GOODS, DELIVERY AND/OR SALES .....~~63.67~~ \$66.85
- (20) BARS, CABARETS, LOUNGES, NIGHTCLUBS, ETC., except bars, cabarets, lounges and nightclubs in a restaurant or motel:  
0—5 employees .....~~115.76~~ \$121.55  
6—15 employees .....~~144.70~~ \$151.94  
16—25 employees .....~~173.65~~ \$182.33  
Over 25 employees .....~~202.59~~ \$212.72
- (21) BARBERSHOPS:  
First chair .....~~63.67~~ \$66.85  
Each additional chair .....~~6.36~~ \$6.68
- (22) BEAUTY PARLORS AND BEAUTY CULTURISTS:  
First booth or chair .....~~63.67~~ \$66.85  
Each additional booth or chair ..... ~~6.36~~ \$6.68
- (23) BILLIARD, POOL OR BAGATELLE:  
First table .....~~63.67~~ \$66.85  
Each additional table .....~~25.47~~ \$26.74
- (24) BICYCLE SHOPS—Sales and repair shop .....~~89.13~~ \$93.59  
Repair only .....~~38.24~~ \$40.12
- (25) BOAT AND LAUNCHES—Power and sail: .....  
a. Charter or party having a capacity of eight passengers or less, each boat .....  
~~76.44~~ \$80.23  
b. Charter or party having a capacity of more than eight passengers, less than 30, each boat .....~~127.34~~ \$133.71  
c. Charter or party having a capacity of more than 30 passengers, each boat,  
~~115.50~~ \$121.28 plus each passenger over 30 @ (based on Coast Guard rating)  
.....~~2.72~~ \$2.86

- d. Boats, dealer in, broker .....~~127.34~~ \$133.71
  - e. Boat marina or storage, including dry storage: .....
    - 1—10 slips ..... ~~63.67~~ \$66.85
    - 11—50 slips ..... ~~66.85~~ \$70.19
    - Plus each slip over 10 at ..... ~~2.54~~ \$2.67
    - 51—100 slips ..... ~~165.54~~ \$173.82
    - Plus each slip over 50 at .....~~1.82~~ \$1.91
    - Over 100 slips .....~~229.22~~ \$240.68
    - Plus each slip over 100 at ..... ~~0.90~~ \$0.95
    - Maximum fee shall be ..... ~~382.02~~ \$401.12
  - f. Boat charter agency .....~~89.13~~ \$93.59
  - g. Jet ski, boat rental, parasail business .....~~89.13~~ \$93.59
    - Each water craft .....~~11.58~~ \$12.16
  - h. Private boat slips for rent .....~~89.13~~ \$93.59
  - i. Boat cleaning .....~~76.41~~ \$80.23
- (26) BLUEPRINT, PHOTOSTAT OR SIMILAR REPRO-*DUCTION* .....~~63.67~~ \$66.85
- (27) BOTTLED DELIVERY (messenger and package delivery service): .....  
 Wholesale—Soft drinks and water:  
 First truck ..... ~~63.67~~ \$66.85  
 Each additional truck .....~~25.47~~ \$26.74
- (28) BOWLING ALLEYS, Each alley ..... ~~25.47~~ \$26.74
- (29) BUSINESS CONSULTANT .....~~89.13~~ \$93.59
- (30) CARNIVALS AND CIRCUSES .....~~254.68~~ \$267.41
- (31) CATERER: ~~Canteen, wagon or truck~~ mobile food dispensing vehicle .....~~63.67~~ \$66.85
- (32) CHARACTER READER: Per person .....~~798.77~~ \$838.71
- (33) CHRISTMAS TREE STAND: For season .....~~25.47~~ \$26.74
- (34) CLAIRVOYANT .....~~798.77~~ \$838.71
- (35) COLD STORAGE OR REFRIGERATION PLANT (Not operated by, for and in connection with other city-licensed business) ..... ~~89.13~~ \$93.59
- (36) CONFECTIONERY STORE (Without other merchandise) .....~~50.94~~ \$53.46
- (37) CONTRACTORS: .....  
 a. General building contractors:  
 1. General contractor (unlimited) .....~~254.68~~ \$267.41  
 2. Building contractor (commercial and residential) to four-story ..... ~~231.53~~ \$243.11

3. Residential (one- and two-) family ..... ~~173.65~~ \$182.65

Contractor or subcontractor covers construction or installation and maintenance or repair. Businesses carried on at different locations shall each be licensed as a separate entity. Each business engaging at a single location in more than one of the activities listed below shall secure a combination local business tax receipt unless otherwise indicated. Maximum fee is ~~\$242.55~~ \$231.00. Additional local business tax receipt required for any manufacturing or retail sales operation.

~~4. Contractors (see City of Madeira Beach Fee and Collection Procedure Manual, Article III, H (1)) .....~~

- b. Acoustics ..... ~~115.76~~ \$121.55
- c. Aluminum fabrication and/or installation ..... ~~115.76~~ \$121.55
- d. Awning, shade and Venetian blinds ..... ~~115.76~~ \$121.55
- e. Boiler ..... ~~115.76~~ \$121.55
- f. Carpet cleaning and furniture cleaning ..... ~~115.76~~ \$121.55
- g. Carpentry, cabinet and millwork ..... ~~115.76~~ \$121.55
- h. Demolition ..... ~~115.76~~ \$121.55
- i. Docks and seawalls ..... ~~115.76~~ \$121.55
- j. Dredging ..... ~~115.76~~ \$121.55
- k. Drywall ..... ~~115.76~~ \$121.55
- l. Electrical ..... ~~115.76~~ \$121.55
- m. Elevator ..... ~~115.76~~ \$121.55
- n. Excavating ..... ~~115.76~~ \$121.55
- o. Fence erectors ..... ~~115.76~~ \$121.55
- p. Filling and grading ..... ~~115.76~~ \$121.55
- q. Floor covering, laying, sanding and finishing ..... ~~115.76~~ \$121.55
- r. Garage door and operator installation ..... ~~115.76~~ \$121.55
- s. Framing and trim ..... ~~115.76~~ \$121.55
- t. Glazing ..... ~~115.76~~ \$121.55
- u. Gunite and sandblasting ..... ~~115.76~~ \$121.55
- v. Hauling, trucking or moving ..... ~~115.76~~ \$121.55
- w. Heating, ventilation and air conditioning ..... ~~115.76~~ \$121.55
- x. Housemoving ..... ~~115.76~~ \$121.55
- y. Insulation ..... ~~115.76~~ \$121.55
- z. Intercommunication and sound system ..... ~~115.76~~ \$121.55
- aa. Janitorial service ..... ~~115.76~~ \$121.55
- bb. Land clearing ..... ~~115.76~~ \$121.55

- cc. Landscaping .....
1. Landscapers and tree surgeons .....~~76.41~~ \$80.23
  2. Lawn service (maintenance only) .....~~25.47~~ \$26.74
  3. Lawn and tree spraying (power equipment) ..... ~~63.67~~ \$66.85
  4. Lawn service (general) .....~~63.67~~ \$66.85
- dd. Lathers and plasters .....~~115.76~~ \$121.55
- ee. Masonry, concrete, block, brick and stone .....~~115.76~~ \$121.55
- ff. Ornamental iron work .....~~115.76~~ \$121.55
- gg. Painters and paperhangers .....~~115.76~~ \$121.55
- hh. Paving, curbs and gutters: Public thoroughfare and parking lots .....~~115.76~~ \$121.55
- ii. Pest control .....~~115.76~~ \$121.55
- jj. Pilings .....~~115.76~~ \$121.55
- kk. Pipe lines .....~~115.76~~ \$121.55
- ll. Plumbing and gas fitting .....~~115.76~~ \$121.55
- mm. Refrigeration, commercial and industrial ..... ~~115.76~~ \$121.55
- nn. Roofing and siding ..... ~~115.76~~ \$121.55
- oo. Roof coating and cleaning .....~~115.76~~ \$121.55
- ~~pp. Seawalls and docks ..... 115.76~~
- ~~ppqq.~~ Sheet metal, installation only ..... ~~115.76~~ \$121.55
- ~~qqrr.~~ Siding, gutters, soffit, fascia .....~~115.76~~ \$121.55
- ~~rrss.~~ Solar installation ..... ~~115.76~~ \$121.55
- ~~sstt.~~ Sprinkler system (building, fire, lawn and watering) .....~~115.76~~ \$121.55
- ~~ttuu.~~ Steel erectors, installation only .....~~127.34~~ \$133.71
- ~~uuvv.~~ Swimming pools .....~~127.34~~ \$133.71
- ~~vvww.~~ Tile, marble and terrazzo .....~~89.13~~ \$93.59
- ~~wwxx.~~ Waterproofing, caulking ..... ~~89.13~~ \$93.59
- ~~xyyy.~~ Well drilling .....~~89.13~~ \$93.59
- ~~yyzz.~~ Window, screen and jalousie installation .....~~89.13~~ \$93.59
- ~~zzaaa.~~ Unclassified (submit contractor) .....~~89.13~~ \$93.59
- (38) CONVALESCENT, NURSING, AND RETIREMENT HOMES—HOSPITALS, ETC.: .....
- 1—10 beds .....~~126.79~~ \$133.13
  - Each additional bed .....~~5.09~~ \$5.34
- (39) DAIRY PRODUCTS, PERSON OR FIRM DELIVERING OR SELLING MILK AND BY COMMODITIES AND BY-PRODUCT THEREOF: .....

- First truck .....~~89.13~~ \$93.59
- Each additional truck .....~~24.37~~ \$25.59
- (40) DANCE STUDIO (Ballroom dancing to submit certificate from consumer services) .....  
~~127.34~~ \$133.71
- (41) DANCING, DANCE HALL .....~~798.77~~ \$838.71
- (42) DECORATOR, INTERIOR ..... ~~89.13~~ \$93.59
- (43) DIVINE HEALER ..... ~~798.77~~ \$838.71
- (44) DRESSMAKING, SEAMSTRESS, MILLINER (See Home Occupation) .....~~63.67~~  
\$66.85
- (45) DRY CLEANING, LAUNDRIES, LINEN SERVICE (not self-service):
- a. 1—5 employees and proprietor ..... ~~127.34~~ \$133.71
  - b. Over 5 employees, each employee .....~~5.09~~ \$5.34
  - c. Pickup stations only .....~~63.67~~ \$66.85
- (46) DRY CLEANING AND LAUNDRY AGENCIES, each truck .....~~89.13~~ \$93.59
- (47) ENTERTAINMENT, MUSICAL, CONCERT OR SHOW where not held in licensed theater and where the gross proceeds from such entertainment, musical, concert or show is not devoted solely to a bona fide religious, educational, charitable or fraternal purpose. Each performance:
- a. Where admission is \$1.50 or less .....~~25.47~~ \$26.74
  - b. Where admission is over \$1.50 .....~~50.94~~ \$53.49
- (48) EQUIPMENT RENTAL:
- a. Small tools, machines, sports, radio and television, appliances, hospital and household ..... ~~89.13~~ \$93.59
  - b. Construction, road, industrial, agricultural, tools, machinery and implements .....  
~~127.34~~ \$133.71
- (49) EXHIBITS AND ATTRACTIONS: Where admission is charged or donations accepted:
- a. Permanent, each location .....~~254.68~~ \$267.41
  - b. Temporary, per day .....~~25.47~~ \$26.74
- (50) FIREWORKS STAND (Requires prior approval of the board of commissioners) ~~57.89~~  
\$60.78
- (51) FISH DEALERS .....~~76.41~~ \$80.23
- (52) FLORISTS .....~~76.41~~ \$80.23
- (53) FORTUNETELLERS .....~~798.77~~ \$838.71
- (54) FRUIT PACKING AND SHIPPING:
- a. Proprietor of .....~~76.41~~ \$80.23
  - b. Each employee .....~~18.20~~ \$19.11
  - c. Agency or branch sales only .....~~76.41~~ \$80.23



- (55) FUNERAL DIRECTORS .....~~254.68~~ \$267.41
- (56) FURNITURE, REFINISH, REUPHOLSTER, CLEAN AND REPAIR:
- a. Employees, including proprietor .....~~89.13~~ \$93.59
  - b. 2—4 employees ..... ~~401.87~~ \$106.96
  - c. Over 4 employees .....~~127.34~~ \$133.71
- (57) GAME MACHINES, COIN-OPERATED:
- a. Dealer or lessor ..... ~~254.68~~ \$267.41
  - b. Each machine, three or less not commercial recreation (to be paid by owner or by person in whose place of business the machine is operated) .....~~23.94~~ \$25.14
- (58) GASOLINE AND OIL, Wholesale:
- a. Bulk plant and one truck .....~~254.68~~ \$267.41
  - b. Each additional truck .....~~63.67~~ \$66.85
- (59) GOLD AND SILVER, PLATINUM and OTHER PRECIOUS STONES, DEALERS  
(county license required)
- County code reference—Precious metals dealers, § 26-201 et seq. .... ~~254.68~~ \$267.41
- (60) GOLF, MINIATURE, 18 holes .....~~89.13~~ \$93.59
- Each hole over .....~~185.46~~ \$194.73
- Driving range .....~~89.13~~ \$93.59
- ~~(61) GUNS, DEALERS AND REPAIRS ..... 127.34~~
- ~~(6261)~~ HALL FOR RENT ..... ~~89.13~~ \$93.59
- ~~(6362)~~ HANDICRAFTS—Jewelry, beads and similar articles made by hand  
(manufacturer) .....~~127.34~~ \$133.71
- ~~(6463)~~ HEALTH CLUBS AND REDUCING SALONS .....  
State law reference(s)—Regulations, F.S. ch. 501.  
(Submit certificate from consumer services) .....~~127.34~~ \$133.71
- ~~(6564)~~ HEARING AID—AGENT OR DEALER .....~~89.13~~ \$93.59
- ~~(6665)~~ HOME OCCUPATIONS (see appropriate category for tax) .....
- ~~(6766)~~ ICE: Retail stations, coin-operated or other, each .....~~12.74~~ \$13.38
- ~~(6867)~~ ICE CREAM: .....
- a. Wholesale, dealers in .....~~127.34~~ \$133.71
  - b. Retail store or drive-in .....~~76.41~~ \$80.23
- ~~(6968)~~ IMPORT/EXPORT .....~~95.50~~ \$100.28
- ~~(7069)~~ INSURANCE: .....
- a. Each company writing one or more of the following: .....
    1. Accident and health ..... ~~89.13~~ \$93.59
    2. Burglary and robbery .....~~89.13~~ \$93.59

3. Casualty and liability .....~~89.13~~ \$93.59
  4. Fidelity and surety bonds .....~~89.13~~ \$93.59
  5. Fire and occupancy .....~~89.13~~ \$93.59
  6. Funeral benefit .....~~89.13~~ \$93.59
  7. Life .....~~89.13~~ \$93.59
  8. Marine .....~~89.13~~ \$93.59
  9. Title guarantee .....~~89.13~~ \$93.59
  10. Workmen's compensation .....~~89.13~~ \$93.59
- b. Placed in city by local agent or traveling representative .....~~89.13~~ \$93.59
  - c. Adjuster (separate local business tax receipt per person) .....~~127.34~~ \$133.71
  - d. Agency (local office acting for one or more insurance companies). Covers only one principal owner, manager or agent .....~~127.34~~ \$133.71
  - e. Agent, salesman, solicitor, collector: Each additional such employee of city-licensed agency .....~~38.20~~ \$40.11
- (~~7470~~) INVESTMENT COUNSELOR: Independent, not salaried employee or associate of city-licensed firm .....~~127.34~~ \$133.71
- (~~7271~~) KENNEL ..... ~~89.13~~ \$93.59
- (~~7372~~) KINDERGARTEN, NURSERY OR CHILD CARE CENTER .....~~63.67~~ \$63.67
- (~~7473~~) KNIFE, SCISSORS AND TOOL SHARPENING: .....
- a. Hand-operated .....~~38.20~~ \$40.11
  - b. Mobile unit with power equipment .....~~50.94~~ \$53.49
- (~~7574~~) LABORATORY: Analytical, chemical testing, dental, medical research, etc. ....  
~~126.79~~ \$133.13
- (~~7675~~) LAUNDRY, SELF-SERVICE: .....
- a. Washers and dryers (coin-operated or otherwise): .....
- 1—10 machines .....~~63.67~~ \$66.85
  - Over 10 machines, each additional ..... ~~2.55~~ \$2.68
- b. Dry cleaning machines, each ..... ~~12.74~~ \$13.38
- (~~7776~~) LOAN, FINANCE OR CONSUMER DISCOUNT: Excluding banks, credit unions, and pawnbrokers .....~~254.68~~ \$267.41
- (~~7877~~) LOCKSMITH, Except city-licensed merchant .....~~89.13~~ \$93.59
- (~~7978~~) LUMBER COMPANIES AND SUPPLY HOUSES .....~~127.34~~ \$133.71
- (~~8079~~) MAIL ORDER ..... ~~93.83~~ \$98.52
- (~~8180~~) MANAGEMENT CONSULTANT .....~~93.83~~ \$98.52
- (~~8281~~) MANUFACTURING, FABRICATING, PROCESSING AND COMPOUNDING .....  
~~127.34~~ \$133.71

- (~~8382~~) MARINE WAYS: With or without drydock: .....
- a. Proprietor only ..... ~~89.13~~ \$93.59
  - b. Each employee ..... ~~6.36~~ \$6.68
- (~~8483~~) MASSAGE, MASSEUR OR MASSEUSE (Must comply with F.S. ch. 480) .....  
~~89.13~~ \$93.59
- (~~8584~~) MERCHANTS AND MERCHANDISING:
- a. Retail and wholesale up to \$1,000.00 stock on hand, in storage and including stock held on consignment ..... ~~63.67~~ \$66.85
  - b. Each additional \$1,000.00 or fraction of stock held on consignment ..... ~~7.64~~ \$8.02  
Maximum tax for merchandise ..... ~~254.68~~ \$267.41
  - c. Merchants operating from trucks or other vehicles with one person (driver, owner or operator) where stock schedule not applicable ..... ~~76.44~~ \$80.23  
Each additional solicitor or salesman ..... ~~25.47~~ \$26.74
  - d. Delivery trucks, each ..... ~~25.47~~ \$26.74
- (~~8685~~) MESSENGER, PACKAGE DELIVERY SERVICE ..... ~~63.67~~ \$66.85  
Each additional vehicle ..... ~~25.47~~ \$26.74
- (~~8786~~) MOTION PICTURE THEATERS ..... ~~191.00~~ \$200.55
- (~~8887~~) MOTORCYCLE, MOTORBIKE AND MOTOR SCOOTER: .....
- a. Sales, repair and rental ..... ~~89.13~~ \$93.59
  - b. Service/repair only ..... ~~50.94~~ \$53.49
  - c. Rental only ..... ~~50.94~~ \$53.49
- (~~8988~~) MUSIC MACHINE—COIN-OPERATED: (Does not cover amusement or vending machines)
- a. Dealer or lessor ..... ~~191.00~~ \$200.55
  - b. Operator or lessee, each machine: Operator's local business tax to be collected from person in whose place of business the machine is operated ..... ~~28.94~~ \$30.39
- (~~9089~~) MUSIC STUDIO ..... ~~63.67~~ \$66.85
- (~~9190~~) NAIL SCULPTURE ..... ~~63.67~~ \$66.85  
Each additional table ..... ~~6.36~~ \$6.68
- (~~9291~~) NEWSPAPERS AND PUBLICATIONS—Applicable for main office or branch office for route distribution (excepting religious, educational, charitable, fraternal or veteran sponsored, also civic association publication)
- a. Daily ..... ~~127.34~~ \$133.71
  - b. Weekly ..... ~~89.13~~ \$93.59
- (~~9392~~) PALMIST ..... ~~798.77~~ \$838.71

- (~~9493~~) PAWNBROKER (submit certificate from consumer services) .....~~573.03~~ \$601.68
- (~~9594~~) PET SHOPS AND ANIMAL GROOMING .....~~63.67~~ \$66.85
- (~~9695~~) PHOTOGRAPHERS: .....
- a. Studio and supplies (see Merchant) .....
  - b. Each photographer .....~~63.67~~ \$66.85
  - c. Film processing .....~~63.67~~ \$66.85
- (~~9796~~) PHRENOLOGIST .....~~798.77~~ \$838.71
- (~~9897~~) PLATING OR ANODIZING (metal) .....~~89.13~~ \$93.59
- (~~9998~~) PRINTING, ENGRAVING, LITHOGRAPHING AND BINDING SHOPS .....~~89.13~~ \$93.59
- Plus each employee .....~~6.36~~ \$6.68
- (~~10099~~) PROFESSIONS: .....
- a. Accountant .....~~127.34~~ \$133.71
  - b. Architect .....~~191.00~~ \$200.55
  - c. Attorney .....~~191.00~~ \$200.55
  - d. Auditor .....~~127.34~~ \$133.71
  - e. Bookkeeper .....~~89.13~~ \$93.59
  - f. Broker (bonds, stocks, and other investments) .....~~254.68~~ \$267.41
  - g. Chiropodist ..... ~~126.79~~ \$133.13
  - h. Chiropractor ..... ~~191.00~~ \$200.55
  - i. Dental hygienist .....~~89.13~~ \$93.59
  - j. Dentist .....~~191.00~~ \$200.55
  - k. Doctor .....~~191.00~~ \$200.55
  - l. Draftsman .....~~89.13~~ \$93.59
  - m. Electrologist .....~~89.13~~ \$93.59
  - n. Engineers: .....
    1. Individual .....~~191.00~~ \$200.55
    2. Firm, company, corporation or association .....~~254.68~~ \$267.41  - o. Naprapath .....~~191.00~~ \$200.55
  - p. Naturopathy .....~~191.00~~ \$200.55
  - q. Homeopathic physician .....~~191.00~~ \$200.55
  - r. Optician, oculist, optometrist .....~~191.00~~ \$200.55
  - s. Osteopath .....~~191.00~~ \$200.55
  - t. Pharmacist .....~~89.13~~ \$93.59
  - u. Physical culturist .....~~89.13~~ \$93.59

- v. Physical therapist ..... ~~89.13~~ \$93.59
  - w. Physiotherapist .....~~89.13~~ \$93.59
  - x. Psychologist .....~~191.00~~ \$200.55
  - y. Podiatrist .....~~127.34~~ \$133.71
  - z. Security guard .....~~89.13~~ \$93.59
  - aa. Surveyor:
    - 1. Individual .....~~89.13~~ \$93.59
    - 2. Firms, etc .....~~165.54~~ \$173.82
  - bb. Veterinarian .....~~191.00~~ \$200.55
  - cc. Counseling ..... ~~191.00~~ \$200.55
  - dd. Any profession not listed .....~~191.00~~ \$200.55
  - (~~104~~100) PROMOTER: Entertainments, exhibits and exhibitions, shows, sports events and charity fund raising drives .....~~289.41~~ \$303.88
  - (~~102~~101) PUBLIC RELATIONS:
    - a. Individual .....~~127.34~~ \$133.71
    - b. Firms, etc. ....~~191.00~~ \$200.55
  - (~~103~~102) PUBLIC STENOGRAPHER (typist) .....~~38.20~~ \$40.11
  - (~~104~~103) REAL ESTATE: .....
    - a. Broker or appraiser .....~~89.13~~ \$93.59
    - b. Salesman .....~~38.20~~ \$40.11
    - c. Property management .....~~63.67~~ \$66.85
- Under state real estate laws, any person who carries a valid real estate registration card is considered to be actively engaged in the real estate business, which makes him subject to the local business tax schedule. Nonresident companies will be charged as salesmen.
- (~~105~~104) RENTAL UNITS: (Five and over require a state license) .....
    - a. With cooking facilities or where cooking is permitted, rental units, each .....~~9.27~~ \$9.73
    - b. Without cooking facilities, rental units each .....~~6.95~~ \$7.30
  - (~~106~~105) RENTING SERVICES OTHER THAN REAL ESTATE AND AUTOMOBILES AND TRUCKS, INCLUDING DOCKS .....~~89.13~~ \$93.59
  - (~~107~~106) REPAIR SHOPS AND SERVICES: Other than garage and machine; including shoe repair and similar repair:
    - a. Proprietor only .....~~63.67~~ \$66.85
    - b. Each employee .....~~6.95~~ \$7.30
  - (~~108~~107) RESTAURANTS, LUNCH ROOMS, CAFETERIAS: .....

- a. 1—20 seats .....~~57.89~~ \$60.78
- b. All over 20 seats \$50.00 plus each additional at .....~~1.94~~ \$2.01
- c. Stand or counter without seats .....~~89.13~~ \$93.59
- d. Drive-in .....~~127.34~~ \$133.71

Local business tax receipt for any combination of above three types of establishment will be issued at the highest fee specified for any one type plus one-half of the fee for each of any others. Additional fee for preparation of food for consumption off premises if these sales produce more than 20 percent of the total volume.

Also requires each applicable local business such as beverage, dancing, entertainment, merchant, etc., unless connected with business requiring a local business tax receipt, the first \$500.00 of merchandise for sale such as cigars, cigarettes, candy, novelties, etc., shall be exempt.

(~~109108~~) RINK SKATING (Skating or other devices) ..... ~~127.34~~ \$133.71

(~~110109~~) CREDIT UNIONS and BANKS: .....

Tax is computed on the basis of the total resources as of December 31 of the previous year.

\$ 0 to \$10,000,000.00 .....~~463.05~~ \$486.20

\$10,000,000.00 to \$20,000,000.00 .....~~520.94~~ \$546.99

\$20,000,000.00 to \$30,000,000.00 .....~~578.81~~ \$607.75

\$30,000,000.00 to \$40,000,000.00 .....~~636.70~~ \$668.54

\$40,000,000.00 to \$50,000,000.00 .....~~694.58~~ \$729.31

(~~111110~~) SCHOOLS, PRIVATELY OPERATED FOR PROFIT:

- a. Schools for students under 18 years of age, but older than nursery or kindergarten .....~~89.13~~ \$93.59
- b. Schools for students 18 years of age and older: .....
  - 1—10 students .....~~89.13~~ \$93.59
  - 11—25 students ..... ~~127.34~~ \$133.71
  - 26—50 students .....~~191.00~~ \$200.55
  - Over 50 students .....~~305.61~~ \$320.89

(~~112111~~) SECONDHAND STORES: .....

- a. Dealer in clothing .....~~63.67~~ \$66.85
- b. Dealer in other commodities .....~~127.34~~ \$133.71

(~~113112~~) SIGNS—Painters: .....

- a. Individual ..... ~~63.67~~ \$66.85
- b. Firms, companies, corporations or association .....~~127.34~~ \$133.71

(~~114113~~) SOFT WATER SERVICE: .....

- a. First truck ..... ~~63.67~~ \$66.85
- b. Each additional truck .....~~12.74~~ \$13.38

(~~115~~114) SWIMMING POOL: .....

- a. Public .....~~127.34~~ \$133.71
- b. Maintenance ~~76.44~~ \$80.23

(~~116~~115) TAILOR .....~~63.67~~ \$66.85

(~~117~~116) TANNING SALON .....~~63.67~~ \$66.85

Each additional booth, table .....~~6.36~~ \$6.68

(~~118~~117) TATTOO PARLOR ~~347.29~~ \$364.65

(~~119~~118) TAX SERVICE .....~~89.13~~ \$93.59

(~~120~~119) TAXICAB OPERATING WITHIN CITY: .....

- a. Each .....~~63.67~~ \$66.85
- b. Each additional ..... ~~25.47~~ \$26.74
- c. Driver .....~~9.54~~ \$10.02
- d. Background check ..... ~~46.54~~ \$17.37

(~~121~~120) TAXIDERMIST ..... ~~63.67~~ \$66.85

(~~122~~121) TELEPHONE: .....

- a. Answering service .....~~63.67~~ \$63.67
- b. Offices or substations .....~~289.41~~ \$303.88
- c. Branch .....~~127.34~~ \$133.71
- d. Any person, firm or corporation soliciting by telephone, business for others (submit certificate from consumer services) ..... ~~289.41~~ \$303.88

(~~123~~122) TELEVISION, CABLE TELEVISION, RADIO .....~~289.41~~ \$303.88

(~~124~~123) TOILETS, PORTABLE SERVICE .....~~63.67~~ \$66.85

(~~125~~124) TRANSIT OR READY-MIX CEMENT AND CON-CRETE. This required of any distributor making deliveries and/or sales within the city limits, regardless of location of plant. ....~~127.34~~ \$133.71

(~~126~~125) VENDING MACHINES (Does not cover amusement or music machines): .....

- a. Dealer or lessor ..... ~~127.34~~ \$133.71
- b. Operator or lessee ..... ~~28.94~~ \$30.39

Operator's local business tax to be collected from person in whose place of business the machine is operated. No local business tax shall be required for any vending machine where the entire proceeds from such machine is used for recognized charitable or benevolent purposes.

(~~127~~126) UNCLASSIFIED BUSINESS. Every business, profession or exhibition substantially fixed or temporarily engaged in by any person within the city and for which no license fee has been otherwise provided and not specifically designated in this section shall pay a local business tax of .....~~347.29~~ \$364.65

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

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

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

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

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



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

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

# Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2024-17 (increase the levy of the local business tax fees by five percent)

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

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

*The City of Madeira Beach is able to increase BTRs up to five percent every other year (Florida Statutes Chapter 205)*

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

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

*There would be a five percent increase in BTR fees on businesses located within Madeira Beach. Existing City Staff would still be handling BTRs.*

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

Any business that requires a BTR that is located in Madeira Beach.

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

0000356726-01

**Tampa Bay Times**  
**Published Daily**

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

}ss

Before the undersigned authority personally appeared **Jean Mitotes** 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 2024-13, 2024-14, 2024-15, 2024-16, 2024-17** was published in said newspaper by print in the issues of: **8/28/24** or by publication on the newspaper's website, if authorized, on

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



\_\_\_\_\_  
Signature Affiant

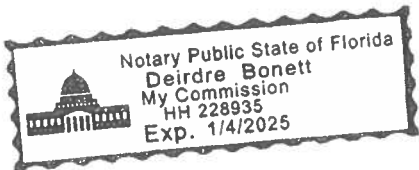
Sworn to and subscribed before me this **08/28/2024**



\_\_\_\_\_  
Signature of Notary Public

Personally known  or produced identification

Type of identification produced \_\_\_\_\_



LEGAL NOTICE

# 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 Statute §166.041(3)(a) and 163.3184:

**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 2024-13, Ordinance 2024-14, Ordinance 2024-15, Ordinance 2024-16, and Ordinance 2024-17** on **Wednesday, September 11, 2024, 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 title of said Ordinance is as follows:

**ORDINANCE 2024-13**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 7. C-3, RETAIL COMMERCIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE COMMERCIAL CORE AND TRANSITIONAL CHARACTER DISTRICTS FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 2024-14**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 8. C-4, MARINE COMMERCIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE CAUSEWAY CHARACTER DISTRICT FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 2024-15**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 4. R-3, MEDIUM DENSITY MULTIFAMILY RESIDENTIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT;**

**ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE BEACHFRONT, CAUSEWAY, AND PENINSULA CHARACTER DISTRICTS FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 2024-16**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE FEES AND COLLECTIONS PROCEDURE MANUAL; REPEALING ORDINANCE 2024-05; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 2024-17**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 62 TAXATION, ARTICLE II LOCAL BUSINESS TAX, SECTION 62- 60 LOCAL BUSINESS TAX SCHEDULE OF THE CITY'S CODE OF ORDINANCES TO INCREASE THE LEVY OF THE LOCAL BUSINESS TAX FEES BY FIVE PERCENT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances. A copy of the proposed Ordinances is available for inspection in the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the proposed Ordinances, please contact Community Development Director Jenny Rowan at 727-391-9951, ext. 244 or 727-804-0178 or email: [jrowan@madeirabeachfl.gov](mailto:jrowan@madeirabeachfl.gov).

The meeting will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private court reporter or private court recording firm to make the verbatim record.

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office 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](mailto:cvanblargan@madeirabeachfl.gov).

RE: Homestead Relief Act

Date: \_\_\_\_\_

Dear \_\_\_\_\_

The Florida legislature is tasked to improve the lives of the residents of the State of Florida. The balance of providing maximum services while reducing the cost of living for the state's residents is a never-ending challenge. A primary way to lower the cost of living is to minimize the homestead property tax increases and lower property insurance coverage fees. We are asking the legislature to address these costs in a single "Homestead Relief Act" bill.

Florida's home-hardening program, called "My Safe Florida Home" (MSFH), is an attempt to curtail the exorbitant rise of home insurance throughout the State. This taxpayer funded program refunds up to two-thirds of the renovation expenses to qualified homestead homeowners with a \$10,000 maximum grant. While the MSFH program has been wildly popular with homestead residents in need of a replacement roof, doors or windows, the demand is much higher than the allocated taxpayer funds. There is a continuing demand to allocate more funds into the program but more allocations into the fund takes funds from other services. (1) Florida State Rep. Anna Eskamani, D-Orlando has been quoted as saying that "I think we have to look at potentially four to five times more money," Eskamani said. "Bringing the total close to \$1 billion."

While the MSFH program focuses on Wind Mitigation hardening, it does not address curtailment of flood insurance claims. Florida has been ranked as having the highest homeowner's insurance premium in the nation for four of the eight years most recently reported by the Insurance Information Institute, 2014-2021(2). It is estimated that Florida's main coastline stretches approximately **1,350 miles**. While not addressing the cause(s) of sea level rise, historically all US federal agencies agree that sea levels continue to rise and at increasing rates. Sea level rise combined with ocean temperatures rising plays a role in coastal flooding, shoreline erosion, and hazards from storms. These factors do not go unnoticed by home insurance underwriters for companies willing to write policies in Florida. While tidal flooding may impact coastal areas, flooding from precipitation is an issue in many inland areas. All residential homestead properties with either a history of flooding or within FEMA Special Flood Hazard Areas as designated on Florida Insurance Rate Maps (FIRM) as zones beginning with the letters 'A' or 'V' should qualify.

Special Flood Hazard Areas are high-risk areas.

- They are shown on the flood maps as zones beginning with the letters '**A**' or '**V**.'
- There is at least a 1 in 4 chance of flooding during a 30-year mortgage in high-risk areas.

While we are not requesting consideration that Flood Mitigation be included in the MSFH program, as this program is a direct allocation from available state funds. While the MSFH program has reduced insurance costs for many Florida residents, much more can be done at little or no cost to the state. We suggest that the state consider how homestead property taxes are calculated including smaller maximum increases to taxable property values and limitations on taxable property values of homes that are rebuilt to conform to FEMA Flood Mitigation Requirements.

Homestead Relief Act Summary:

- Decrease maximum Taxable Property Tax value from 3% increase to 2% increase annually.
- Disregard Flood Resistance Improvements in Property Value Assessments Measure
  - formerly HJR 1377 (2021),

Financial impact:

- State
  - Revenue increase from new construction sales tax
- County & Local
  - The 2% maximum property tax increase may require non-homestead residential and commercial properties to absorb any unrealized taxes from homestead properties.
  - Increased permit fees for expected increase in new construction projects
  - Short Term – The increase to the Taxable Value base will be delayed until the flood mitigated homes are sold. More homes should be rebuilt in a shorter period due to this incentive, so the Taxable Value base should recover quickly as homes are sold. Any unrealized increases in property taxes from reconstructed residential homes with homestead protection are an opportunity cost that would not be realized if the homes were not rebuilt to FEMA standards.
  - Long Term – As properties change ownership, the Fair Market Value / Property Tax Values will be higher than if the homes were not rebuilt, especially if the homes are larger than the original home.

We thank you for considering the Homestead Relief Act and welcome any questions.

Please direct questions directly to:

Ray Kerr, Commissioner District 2  
 City of Madeira Beach, Florida, 33708  
 Email: [rkerr@madeirabeachfl.gov](mailto:rkerr@madeirabeachfl.gov)  
 City Cell: (727) 486-9996

Signature \_\_\_\_\_

(1) Source: WPTV West Palm Beach  
<https://www.wptv.com/money/real-estate-news/how-did-my-safe-florida-home-money-go-so-fast-and-how-much-more-funding-does-it-need>  
 By: Matt Sczesny  
 Posted at 3:26 PM, Jul 17, 2024 and last updated 6:10 PM, Jul 17, 2024

(2) Source: Insurance Information Institute:  
 a. Average Premiums for Homeowners and Renters Insurance by State, 2021 (1)  
 b. <https://www.iii.org/table-archive/218012>







## MEMORANDUM

**Date:** Sept 11, 2024  
**To:** Board of Commissioners  
**From:** Robin I. Gomez, City Manager  
**Subject:** FY 25 PINELLAS COUNTY SHERIFF'S OFFICE CONTRACT FOR LAW ENFORCEMENT SERVICES

### Background

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

### Discussion:

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

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

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

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

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

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

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

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

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

List of prior annual costs:

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

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

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

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

FY 2020 Cost: \$1,315,980

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

CONTRACT FOR LAW ENFORCEMENT SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

**PATROL SERVICES:**

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

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

**COMMUNITY POLICING:**

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

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

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

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

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

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

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

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

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

**SCHOOL CROSSING GUARDS:**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. TERM. This Agreement shall take effect on October 1, 2024, and continue in effect thereafter through September 30, 2025, unless hereafter extended upon such terms and conditions as the parties hereto may later agree.

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

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

terms of this Agreement shall automatically continue for 120 days beyond September 30, 2025, in the event a replacement contract has not yet been completely executed. The CITY shall continue to pay to the SHERIFF on a monthly basis the amount due per this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 2025, to the approval and execution of the replacement contract, and shall be paid by the CITY to the SHERIFF immediately for the services already provided.

17. CONTRACT COSTS. The CITY shall pay to the SHERIFF, as payment in full for all of the services herein agreed to be performed by the SHERIFF of Pinellas County, the sum of ONE MILLION SIX HUNDRED EIGHTY-SEVEN THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS AND NO CENTS (\$1,687,968.00). Payment shall be made in twelve monthly installments of ONE HUNDRED FORTY THOUSAND SIX HUNDRED SIXTY-FOUR DOLLARS AND NO CENTS (\$140,664.00). Payment shall be made on the first day of each month beginning on the 1st day of October 2024. (see Attachment 1.)

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

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

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

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

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

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

ATTEST:

CITY OF MADEIRA BEACH

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

(CITY SEAL)

\_\_\_\_\_  
CITY ATTORNEY

SHERIFF, PINELLAS COUNTY, FLORIDA

\_\_\_\_\_  
BOB GUALTIERI, Sheriff

Attachment 1

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

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

**Gulf Beaches Public Library**

**Service Contract for**

**City of Madeira Beach**

**October 1, 2024 through September 30, 2025**

This agreement made and entered into between the Gulf Beaches Public Library, Inc., Madeira Beach, Florida, and the City of Madeira Beach in Pinellas County, Florida.

Whereas the Gulf Beaches Public Library, Inc. now maintains and operates a public library at 200 Municipal Drive, Madeira Beach, Florida, the City of Madeira Beach agrees to pay the Gulf Beaches Public Library, Inc., an amount of **\$102,355.00** (One Hundred Two Thousand, Three Hundred Fifty-Five Dollars) for the fiscal year beginning October 1, 2024 and ending September 30, 2025. Payments amounting to **\$25,588.75** (Twenty-Five Thousand, Five Hundred Eighty-Eight Dollars and Seventy-Five Cents) are to be made on October 1, 2024, January 1, 2025, April 1, 2025 and July 1, 2025.

The aforementioned figure is based on the population of the five municipalities of Madeira Beach, North Redington Beach, Redington Beach, Redington Shores and Treasure Island.

The Gulf Beaches Public Library, Inc. shall submit to the City of Madeira Beach an annual report of its financial conditions prepared by an independent certified auditor on or before March 31, 2025.

This agreement shall be effective for one year beginning October 1, 2024 and ending September 30, 2025 and shall be binding on the parties, their successors and assigns.

The Gulf Beaches Public Library, Inc. has submitted agreements similar to this one to the Town of North Redington Beach, the Town of Redington Beach, the Town of Redington Shores and the City of Treasure Island.

In witness wherefore the parties have cause these present to be duly executed

this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Attest:**

\_\_\_\_\_  
**Mayor, City of Madeira Beach**

\_\_\_\_\_  
**City Clerk, City of Madeira Beach**



*[Handwritten Signature]*  
\_\_\_\_\_  
**Chairperson, Gulf Beaches Public Library**

*[Handwritten Signature]*  
\_\_\_\_\_  
**Secretary, Gulf Beaches Public Library**





# MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Robin Gomez, City Manager

FROM: Clint Belk, Fire Chief

DATE: 9/11//2024

RE: ITB #24-07 Awning Over Parking Pad/Storage At The Fire Station

The Fire Department constructed a storage area with a parking pad to store and access department's equipment, tools and training materials including Brush 25. The highwater vehicle is utilized during storms and flooding. Per contractual agreement with the State of Florida, this vehicle must be covered when stored. Staff placed ITB #24-07 for the construction of an awning over the parking pad/storage area at the Fire Department. The invitation closed at 1:30 pm on July 12, 2024, followed up by bid opening. Staff received 3 submittals; once opened, staff reviewed each bid to ensure all items were properly submitted and confirmed the amounts of each bid. Muratte Construction Company tendered the bid in the amount of \$26,647.66 and met the specifications of the ITB. This is a Tampa Bay construction company with various projects completed locally. Staff met with a representative of Muratte Construction after announcing the bid award to confirm the specs and construction time of project.

### **Fiscal Impact**

The construction of the awning is proposed at \$26,647.66 and will be paid by the American Rescue Plan Act (ARPA) Funds.

### **Recommendation(s)**

Staff recommends approval of Muratte Construction proposal to construct an awning over parking/storage area at the fire station in the amount of \$26,647.66

### **Attachments**

- ☐ Muratte Construction Proposal

Revised – December 27, 2018



Awning @ F.D

- C. Belk
- T. Eaton

Bid opening

7.12.24 1:40 pm  
CH/shades Room

- 1). Walker Awning \$ 135,011.66
- 2). Mali Construction Co. \$ 19,127.30
- 3). Murratt Construction \$ 26,647.66

- Bid Opening Day - July 12, 2024
- Members Present: Clint Belk, Trish Eaton
- Meeting called to begin at 13:40 hrs. Proposals opened in no particular order.
- 300 Municipal Drive, City Hall, Shade Conference Room
- ITB#24-07 Awning over parking pad/storage area at Fire Station

**Bid #1: Walker Awning**

- Proposal: \$135,011.66
- Cost appears to be very high versus quotes prior to bid process
- Detailed proposal with warranties and materials submitted

**Bid #2: Mali Contracting Co.**

- Proposal: \$19,127.30
- Good price
- No details (materials, warranties, etc.)

**Bid #3: Murratte Construction Co.**

- Proposal: \$26,647.66
- Good price
- Detailed proposal with material, wind rating. Provided eight copies for the bid committee. Most professional of the proposals.

After reviewing the proposals it was decided to award the bid to Murratte Construction Co. based off of the above price point and providing information requested.

- Meeting adjourned at 14:05 hrs.

# BID PRICING

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish to the City of Madeira Beach the complete build-out of the downstairs office suite, per the signed and sealed plans at the price(s) stated in **Exhibit A – Bid Pricing**.

## Exhibit A – Bid Pricing

Note: The City requires a 5% contingency amount, in addition to the contract amount, for any incidentals.

GRAND TOTAL OF BID (labor, materials and 5% contingency) \$ 26,647.66

### PAYMENT TERMS:

Payment will be made only after completion and acceptance of the Work.

Pursuant to Florida Statutes § 218.735, Contractor’s invoices must be submitted to the City’s project manager for review and processing. This official will stamp each invoice as received, and, if deemed complete, accepted and not disputed, shall thereafter be paid within 25 business days after receipt. If an invoice fails to meet the contract requirements by, among other things, failing to provide the date(s) of service, the materials used, and other details sufficient to verify the work and its related costs, the City will reject the invoice within 20 days after it is received. Any such rejection will be in writing and will specify the deficiencies and what information or changes are required to make the invoice proper. Payment of corrected, accepted invoices will be within 10 business days from the invoiced City’s receipt of same unless City Commission approval is required. Any portion of an invoice covering Work or materials which are disputed by the invoiced City in terms of quality, quantity, workmanship or defective installation shall be disputed by the City in accordance with Florida Statutes § 218.76(2). However, any portion of an invoice covering Work or materials which are not disputed will be paid within the time periods set forth herein.

Complete payment for the Work will not be made until all conduit, junction boxes, and other required equipment or materials are installed; Work is completed; the Work sites are restored to “as good or better” conditions; and, the Work has been inspected and accepted by the City’s construction permit inspector and/or the Engineer

A 5% retainage of the awarded bid amount, will be withheld.

Vendor: Murate Construction Co

Date: 7/11/24

# ADDITIONAL MATERIALS/ADDENDA

**Additional Materials submitted (mark one):**

           No additional materials have been included with this bid

  X   Additional Materials attached (describe--attach additional pages if needed)

MCC hereby proposes to provide a 40'-0" Long x 20'-0" Wide x 12'-0" Tall Carport - Roof Canopy only

Frame work is 12 gauge with site specific engineered drawing with a wind load rated of 170 mph.

This price includes the following insurance coverages

- 1 million dollar auto policy Combined Single limit - Auto Liability (discount on proposal is available if coverage is reduced)
- 1 million / occurrence & 2 million general aggregate - General Liability
- 1 million / occurrence & 2 million general aggregate - Pollution Liability (discount on proposal is available if coverage is removed)
- 500K for each employee accident & disease

**Addenda** Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at <http://www.madeirabeachfl.gov> prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

**Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):**

Addenda Number	Initial to acknowledge receipt

*No Addenda has been issued*

Vendor Name Muratte Construction Co. Date: 7/11/24



# VENDOR INFORMATION

Company Legal / Corporate Name: Muratte Construction Co.

Doing Business as (if different than above): \_\_\_\_\_

Address: P.O. Box 341527

City: Tampa State: FL Zip: 33694

Phone: 813-293-8300 Fax: N/A

Email address: Phillip@MuratteConstruction.com Website: N/A

State License#: CBC-056098 PCCLB License #: I-CBC-056098

DUNS #: N/A

**Remit to address (if different than above):**

**Order from address (if different from above):**

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Contact for Questions about this bid:**

Name: Phillip A. Muratte Fax: N/A

Phone: 813-293-8300 E-Mail Address: Phillip@MuratteConstruction.com

**Day-to-Day Project Contact (if awarded):**

Name: Phillip A. Muratte Fax: N/A

Phone: 813-293-8300 E-Mail Address: Phillip@MuratteConstruction.com

Certified Small Business Certifying Agency: City of Tampa, Hillsborough County & FDOT

Certified Minority, Women or Disadvantaged Business Enterprise Certifying Agency: \_\_\_\_\_

City of Tampa, Hillsborough County & FDOT

# SCRUTINIZED COMPANIES

## SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

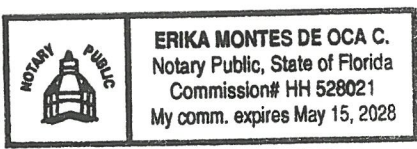
1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

*Phillip A. Muratte*  
 Authorized Signature  
 Phillip A. Muratte  
 \_\_\_\_\_  
 Printed Name  
 President  
 \_\_\_\_\_  
 Title  
 Muratte Construction Co.  
 \_\_\_\_\_  
 Name of Entity/Corporation

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this 11<sup>th</sup> day of July, 2024,  
 by Phillip A. Muratte (name of person whose signature is being notarized) as the President (title) of Muratte Construction Co (name of corporation/entity), personally known    or produced (type of identification) as identification, and who Driver License did/did not take an oath.



*Erika Montes de Oca C.*  
 Notary Public  
 Erika Montes de Oca C.  
 \_\_\_\_\_  
 Printed Name

My Commission Expires: May 15, 2028  
 NOTARY SEAL ABOVE

# OFFER CERTIFICATION

**By signing and submitting this Bid, the Vendor certifies that:**

- a) It is under no legal prohibition on contracting with the City of Madeira Beach.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Madeira Beach may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Madeira Beach agrees not to change or delete any copyright or proprietary notices.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

**ACCEPTED AND AGREED TO:**

Company Name: Muratte Construction Co.

Signature: 

Printed Name: Phillip A. Muratte

Title: President

Date: 7/11/24



ATTACHMENT "A"

PERFORMANCE AND PAYMENT BOND  
PUBLIC CONSTRUCTION BOND

Bond No. \_\_\_\_\_

By this bond, we \_\_\_\_\_, as Principal, whose principal address and phone number are \_\_\_\_\_, and \_\_\_\_\_, as Surety, whose principal address and phone number are \_\_\_\_\_, are bound to The City of Madeira Beach, herein called Owner, whose principal address and phone number are 300 Municipal Drive, Madeira Beach, FL 33708, 727-391-9951, in the sum of \$ \_\_\_\_\_, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner, which contract was awarded pursuant to ITB #24-07, for construction of the build-out of the downstairs office suite, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.

The project to be performed under the contract is to provide and install an awning/carport for covered storage of fire department apparatus outside located at 250 Municipal Drive, Madeira Beach, FL 33708.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Name of Surety)

ATTACHMENT "A"

By \_\_\_\_\_  
As Attorney in Fact for Surety

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ (name and title of corporate officer) of  
\_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state or place of  
incorporation) corporation, on behalf of the corporation. He/she is personally known to me or  
has produced \_\_\_\_\_ (type of identification) as identification.

Notary signature \_\_\_\_\_

Print or stamp name of Notary \_\_\_\_\_

Notary number:

My Commission Expires:

**Pursuant to Florida Statutes § 255.05(1)(b) the principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.**

**ATTACHMENT "B" CONTRACT**

This CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 24 by and between the City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and Muratte Construction Co. \_\_\_\_\_, of the City of Madeira Beach \_\_\_\_\_, County of Pinellas \_\_\_\_\_, and State of Florida, hereinafter designated as the Contractor".

**WITNESSETH:**

That the parties to this Contract each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and its successors, assigns, executors, or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools, and equipment for the following:

**PROJECT NAME: Fire Department Storage Awning**

**PROJECT # ITB No. 24-07 \_\_\_\_\_**

in the amount of \$           \$26,647.66          

In accordance with the BID PROPOSAL submitted by the CONTRACTOR and technical supplemental specifications and such other special provisions and drawings, if any, as submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and performance & payment bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, **including Exhibit A – CONTRACTOR BID RESPONSE and Exhibit B – CITY INVITATION TO BID**, and all of said work to be performed and completed by the Contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions, or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

**THE CONTRACTOR AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS, AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS, OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY, OR THE CONTRACTOR, OR THE CONTRACTOR'S SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.**



## CONTRACT

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at Contractors own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

## CONTRACT

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2019), specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Madeira Beach in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City of Madeira Beach would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Madeira Beach all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Madeira Beach.

In witness whereof, the parties hereto have executed this agreement as of the effective date.

**City of Madeira Beach:**

**Attest:**

By: \_\_\_\_\_  
**Mayor**

By: \_\_\_\_\_  
**City Clerk**

{Insert Name of Contractor}  
*MURATTE CONSTRUCTION CO.*

By: *Phillip A. Muratte, President*

Print Name: Phillip A. Muratte

Title: President

CONTRACT

Exhibit A – CONTRACTOR BID RESPONSE

Exhibit B – CITY INVITATION TO BID

IN WITNESS, WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

CITY OF MADEIRA BEACH  
IN PINELLAS COUNTY, FLORIDA

By: (SEAL) City Manager

Countersigned:

By: \_\_\_\_\_  
Mayor Anne Marie Brooks

(Contractor must indicate whether Corporation, Partnership, Company or Individual.)

(The person signing shall, in their own handwriting, sign the principal's name, their own name, and their title; where the person is signing for a Corporation, they must, by Affidavit, show their authority to bind the Corporation).

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

MURATTE CONSTRUCTION CO.

(Contractor)

By: *David R. Muratte, President* (SEAL)



# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Item 12C.

Give form to the requester. Do not send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Murate Constructon Co.</b>			
	<b>2</b>	Business name/disregarded entity name, if different from above.			
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b>	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>			
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions. <b>P.O. Box 341527</b>	Requester's name and address (optional)		
	<b>6</b>	City, state, and ZIP code <b>Tampa, FL 33694</b>			
	<b>7</b>	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 *How to get a TIN*, later.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
5	9	-	3	2	1	7	0	0	2

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## 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.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

## 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](http://www.irs.gov/FormW9).

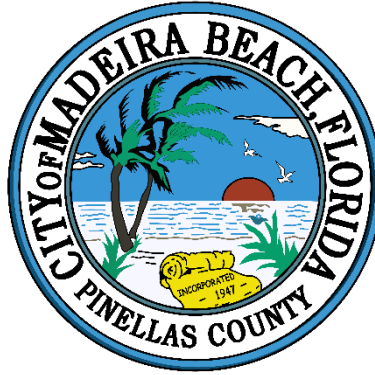
## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



**ITB#24-07**  
**Awning/Cover for Outside Vehicle Storage**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Madeira Beach (City) until **1:30 PM July 12, 2024**, to provide an awning/carport for outside, covered vehicle storage.

**Brief Description: The City of Madeira Beach is soliciting sealed bids for the purchase and installation of an awning/carport for an asphalt area to provide covered storage of fire department apparatus outside.**

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by the City of Madeira Beach until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda will be given on a thumb drive at the mandatory pre bid conference.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

General, Process or technical questions concerning this solicitation should be directed, IN WRITING, to the following:

NAME: Clint Belk  
TITLE: Fire Chief  
EMAIL: cbelk@madeirabeachfl.gov

NAME: Trish Eaton  
TITLE: Executive Administrative Assistant  
EMAIL: teaton@madeirabeachfl.gov

**This Invitation to Bid is issued by:**  
**City of Madeira Beach**  
**300 Municipal Drive**  
**Madeira Beach, FL 33708**  
**727-391-9951**



i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the contact(s) listed on page 1. Questions should be submitted in writing via email. Questions received less than ten (10) calendar days prior to the due date and time may be answered at the discretion of the City.

**Lobbying prohibited.** After the issuance of any solicitation, or during renegotiation of any existing contract, no prospective proposers, bidders or offerors, or their agents, representatives or persons acting at the request of such offerors, shall contact, communicate with, or discuss any matter relating to the solicitation or the renegotiation with any city officers, agents or employees other than the single point of contact set forth in the solicitation, unless otherwise expressly provided for in the solicitation or otherwise directed by the designated point of contact. This prohibition does not prohibit the making of oral presentations to evaluation committees when invited to do so, nor does it prohibit proposers, bidders or offerors from responding to questions posed by City Commissioners during a public meeting at which contract award is being discussed by the Commission. Otherwise, this prohibition ends upon the execution of the final contract or when the solicitation has been canceled or the renegotiation is terminated.

i.2 **ADDENDA / CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on Demandstar.com as well as the City website no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check Demandstar.com as well as the City of Madeira Beach Website for addenda and clarifications prior to submitting their bid.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

i.3 **VENDOR CONFERENCE / SITE VISIT:** Yes: \_\_\_\_\_ No:  X   
**Mandatory Attendance:** Yes: \_\_\_\_\_ No:  X

**Date:** **Time:** **Location: 300 Municipal Dr., Madeira Beach FL**

If so designated above, attendance is mandatory as a condition of submitting a bid. The conference/site visit provides interested parties an opportunity to discuss the City's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

**Date:**

**Time:**

**Location: City of Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, FL 33708**

The City will open all bids properly and timely submitted and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the city website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, bids are available for inspection by contacting the City of Madeira Beach.

i.5 **BID FIRM TIME:**  90  days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

i.6 **BID SECURITY:**  Yes \_\_\_\_\_  No  X

If so, designated above, a bid security in the amount specified must be submitted with the bid. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, or cashier's check payable to the City of Madeira Beach (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such bid security shall be forfeited to the City of Madeira Beach should the bidder selected fail to execute a contract when requested.

**PAYMENT AND PERFORMANCE BOND:**

Yes \_\_\_\_\_  No X

Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best’s Key Guide, latest edition. The form of this payment and performance bond shall be as the form attached to this ITB as **Attachment “A”**.

i.7 **BID SUBMITTAL TO:** Bids must be delivered by hand, post, or courier service to the address below. Use label at the end of this solicitation package.

City of Madeira Beach  
Attn: Fire Department  
300 Municipal Drive, Madeira Beach FL 33708

No responsibility will attach to the City of Madeira Beach, its employees or agents for premature opening of a bid that is not properly addressed and identified.

i.8 **LATE BIDS:** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Madeira Beach, or any private courier, regardless of whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Madeira Beach, Florida local times. The bidder agrees to accept the time stamp in by the Building Department Office as the official time.

i.9 **COMMENCEMENT OF WORK:** If bidder begins any billable work prior to the City’s final approval and execution of the contract, bidder does so at its own risk.

i.10 **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The city is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The city will not be responsible for any bidder errors or omissions.

i.11 **FORM AND CONTENT OF BIDS:** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The city may require that an electronic copy of the bid be submitted. The bid must provide all information requested and must address all points. The city does not encourage exceptions. The city is not required to grant exceptions and depending on the exception, the city may reject the bid.

i.12 **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for “Brand Name or Equal,” the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the City’s needs may be accepted. Burden of proof that the

product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

i.13 **MODIFICATION / WITHDRAWAL OF BID:** Requests to modify or withdraw a submitted bid **MUST** be in writing and **MUST** be received by the city prior to the day and time bids are opened. Such requests must state the reason for the request, and will be reviewed prior to bid opening, but not acted upon until after bid opening in the sole discretion of the City. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a **MODIFICATION** or **WITHDRAWAL** of the bid. Requests to modify or withdraw a bid will not be considered after bids are opened. Bidders who dishonor their bid shall forfeit their bid bonds.

i.14 **RESPONSIBILITY DISCLOSURES:** If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.

In addition to this information, please also provide written responses to the following questions:

- Has bidder been sued in civil court for any intentional or negligent tort within five years of the date of bid opening? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder been sued in civil court for breach of contract within five years of the date of bid opening? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder, or any of its officers or employees, been criminally charged with any crime related to bidder's performance of work or business practices within the past five years? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder, or any of its officers or employees, been cited by OSHA or any other state or federal regulatory agency within the past five years for violation of regulations resulting from bidder's performance of work or business practices? If so, state the charge numbers, name of citing agencies, and provide a narrative as to the outcome of each.
- Has bidder, or any of its licensed employees or licensed qualifiers, had their license suspended or revoked within the past five years? If so, list each such instance and provide a narrative response as to the reasons for the licensure action and the current status of the suspended or revoked license.

NOTE: The foregoing questions addressing bidder responsibility **MUST** be answered in full and such responses **MUST** be included in submitted bids. Failure to respond to each question posed will result in bids being disqualified. A positive response to any of the foregoing questions will **NOT** result in an automatic disqualification. Rather, the City's evaluation of a bidder's responsibility to perform the work will take into account the overall responses provided, including the nature, volume, and timing of each suit, charge, citation, debarment, suspension, or license action.

i.15 **RESERVATIONS:** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The city may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The city is charged by its Charter to make an award that is in the best interest of the city. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

- i.16 **OFFICIAL SOLICITATION DOCUMENT:** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.17 **COPYING OF BIDS:** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.
- i.18 **CONTRACTOR ETHICS:** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
  - b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
  - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.19 **GIFTS:** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The city may request product samples from vendors for product evaluation.
- i.20 **TRADE SECRETS:** The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

“Trade secret” means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information, which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret.
2. Of value.
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the city will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as “confidential” will be insufficient to comply with this requirement.

While the City will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, prior to the submission of their materials to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

In the event any record is requested under the Public Records Act, procurement staff will consult with the City's legal counsel and, if City's legal counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City's counsel disagrees with the designation, City staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The City notes that absent some unusual justification, a bidder's or proposer's contract price shall not constitute a trade secret.

- i.21 **EVALUATION PROCESS:** Bids will be reviewed by the Bid Review Committee and representative(s) of the respective department(s). The city staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.22 **CRITERIA FOR EVALUATION AND AWARD:** The City evaluates three (3) categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.
- a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The city must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
- b) Responsibility. The city will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also
- use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The city will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- c) Price. We will then evaluate the bids that have met the requirements above. The City intends to award a contract to the lowest responsive, responsible bidder.
- i.23 **COST JUSTIFICATION:** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.24 **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.25 **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a Contract are posted to Demandstar.com as well as the City of Madeira Beach website. **It is the bidder's responsibility to check Demandstar.com as well as the City of Madeira Beach's website at <https://www.madeirabeachfl.gov> to view relevant bid information and notices.**

- i.26 **BID TIMELINE:** Dates are tentative and subject to change.  
 Release ITB: June 28, 2024  
 Bids due: July 12, 2024, at 1:30 PM  
 Open Bids: July 12, 2024, immediately following  
 Review bids: July 12, 2024, immediately following  
 Award recommendation: Tentatively July 8, 2024  
 Contract begins: Tentatively July 9, 2024
- i.27 **SUBCONTRACTOR DISCLOSURE:** Bidders must provide with their bids a list of all subcontractors they intend to use to perform the project, including a description of what portions of the work each subcontractor will do, and acknowledging that use of such subcontractors shall not absolve the General Contractor/bidder from complying with the terms and conditions of the awarded contract.
- i.28 **CONTRACT DOCUMENTS:** The successful bidder shall, once the City issues its notice of intent to award, execute and return to the City the form of contract attached to this ITB as **Attachment “B”**, which is made a part hereof. This form of contract, along with the terms and conditions of this ITB, including the Attachments and any addenda thereto, as well as the successful bidders bid, shall collectively constitute the contract between the successful bidder and the City. In the event of any conflict between the documents, the order of precedence shall be the form of contract, the terms of this ITB, and then the bidder’s bid.
- S.1 **DEFINITIONS:** Uses of the following terms are interchangeable as referenced: “vendor, contractor, supplier, proposer, company, parties, persons”, “purchase order, PO, contract, agreement”, “city, Madeira Beach, agency, requestor, parties”, “bid, proposal, response, quote”.
- S.2 **INDEPENDENT CONTRACTOR:** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor’s employees, not City employees. Accordingly, Contractor and Contractor’s employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers’ compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the city, Contractor will defend, indemnify and hold harmless the city from all such claims.
- S.3 **SUBCONTRACTING:** Contractor may not subcontract work under this Agreement without the express written permission of the city. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.4 **ASSIGNMENT:** This Agreement may not be assigned either in whole or in part without first receiving the City’s written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.5 **SUCCESSORS AND ASSIGNS, BINDING EFFECT:** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.6 **NO THIRD-PARTY BENEFICIARIES:** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create any benefits, rights, or responsibilities in any third parties.
- S.7 **NON- EXCLUSIVITY:** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.8 **AMENDMENTS:** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

S.9 **TIME OF THE ESSENCE:** Time is of the essence to the performance of the parties' obligations under this Agreement.

S.10 **COMPLIANCE WITH APPLICABLE LAWS:**

a. **General.** Contractor must procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the city and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

(i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").

(ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

(iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the city in regard to any such inspections.

(iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the city in regard to any random verification performed.

(v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

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

Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st, 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

Contractor’s contract with the Town cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Town that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Town develops a good faith belief that Contractor has knowingly violated Florida Statutes §

448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either

for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Town shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor’s personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

S.11 **SALES/USE TAX, OTHER TAXES:** Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor’s services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor’s responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

S.12 **AMOUNTS DUE THE CITY:** Contractor must be current and remain current in all obligations due to the city during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the city or fees and charges owed to the city.

S.13 **OPENNESS OF PROCUREMENT PROCESS:** Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the city pursuant to this ITB are exempt from public disclosure until such time that the city provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the city provides notice of an intended decision concerning the reissued ITB or until the city withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.



Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meeting. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the city provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

**In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.**

**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, Clara VanBlargan, phone: 727-391-9951 300 Municipal Dr, Madeira Beach, FL 33708. [Cvanblargan@madeirabeachfl.gov](mailto:Cvanblargan@madeirabeachfl.gov)**

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Madeira Beach (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) 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 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.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

- h) 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:
1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
  2. 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.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its 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.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

- S.14 **AUDITS AND RECORDS:** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the city may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the city.
- S.15 **BACKGROUND CHECK:** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
- S.16 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL:** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
- S.17 **DEFAULT:**
- a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.
  - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with the City's Purchasing Policy and Procedures.
  - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the city may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- S.18 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
  - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
  - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party will be liable for incidental, special, or consequential damages.
- S.19 **CONTINUATION DURING DISPUTES:** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.20 **TERMINATION FOR CONVENIENCE:** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- S.21 **TERMINATION FOR CONFLICT-OF-INTEREST FLORIDA STATUTES SECTION 112:** Pursuant to F.S. Section 112, the city may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.22 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT:** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
- S.23 **PAYMENT TO CONTRACTOR UPON TERMINATION:** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
- S.24 **NON-WAIVER OF RIGHTS:** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
- S.25 **INDEMNIFICATION / PRESERVATION OF IMMUNITY:** Each party hereby agrees to fully

indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney’s fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification (“Claimant”) will give the indemnifying Party (“Indemnitor”) prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party’s interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor’s expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the Town of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Town expressly reserves these rights to the full extent allowed by law.

S.26 **WARRANTY:** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City’s acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City’s reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

S.27 **THE CITY’S RIGHT TO RECOVER AGAINST THIRD PARTIES:** Contractor will do nothing to prejudice the City’s right to recover against third parties for any loss, destruction, or damage to City property, and will at the City’s request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

S.28 **NO GUARANTEE OF WORK:** Contractor acknowledges and agrees that it is not entitled to deliver any specific number of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the city to purchase, accept, or pay for materials or services which exceed its actual needs.

S.29 **OWNERSHIP:** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

S.30 **USE OF NAME:** Contractor will not use the name of the City of Madeira Beach in any advertising or publicity without obtaining the prior written consent of the City.

S.31 **PROHIBITED ACTS:** Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.

- S.32 **RISK OF LOSS:** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.33 **SAFEGUARDING CITY PROPERTY:** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.34 **WARRANTY OF RIGHTS:** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION:** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
- S.36 **CONTRACT ADMINISTRATION:** The contract will be administered by the Building Department and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- S.37 **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
- S.38 **FUEL CHARGES AND PRICE INCREASES:** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City of Madeira Beach.
- S.39 **NOTICES:** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.40 **GOVERNING LAW, VENUE:** This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

- S.41 **INTEGRATION CLAUSE:** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.42 **PROVISIONS REQUIRED BY LAW:** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.43 **SEVERABILITY:** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.44 **SURVIVING PROVISIONS:** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
- S.45 **PUBLIC ENTITY CRIMES STATEMENT:** 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- S.46 **CERTIFICATES AND PERMITS:** Contractor shall secure at Contractor's own expense all necessary certificates, licenses and permits from municipal or other public authorities required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation. Contractor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Agreement, and any extra work performed by Contractor.
- S.47 **ATTORNEY FEES:** In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s).
- S.48 **NO THIRD-PARTY BENEFICIARY:** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.
- S.49 **CONTRACTOR SAFETY:** Contractor shall comply with the OSHA, Florida Department of Commerce Safety Regulations, and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including 29 CFR 1910 and Florida Statutes Chapter 442 (Occupational Safety and Health). Contractor shall take all necessary precautions for the safety of, and provide the necessary protection to prevent damage, injury or loss to:
- (1) All employees on the Work and other persons and organizations who may be affected thereby.
  - (2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Work locations; and
  - (3) Other property at Work locations or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all

passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic for the public and preservation of the City's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed. While the City has the right of access to the Work site and to inspect the Work, the City does not undertake any role in overseeing compliance with the Contractor's duties concerning safety stated herein and as may be required by law and professional industry standards.

## DETAILED SPECIFICATIONS

1. **INTRODUCTION.** The City of Madeira Beach (City) is located on the West Coast of Florida in the Tampa Bay region. The City of Madeira Beach is a Gulf Coast barrier island community with an estimated permanent population of 5,000 residents, is home to the historic John's Pass Village, and our beach boasts a pristine 2-mile long stretch of sand.
2. **SCOPE OF WORK.** The City of Madeira Beach (City) is seeking to contract with a vendor to provide and install an approximately 40' long x 20' wide x 12' high awning/carport structure to provide cover to store fire department apparatus outside. The structure will be built on asphalt. The following information must be provided:
  - Wind rating for proposed structure
  - Build materials
  - Warranty information

3. **QUALIFICATIONS.**

4. **DELIVERY.** Delivery hours, if needed, are from 8:00am to 3:00pm, Monday through Friday.

5. **INSURANCE REQUIREMENTS.** The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically, the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- A. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- B. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- C. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$500,000 (five hundred thousand dollars) each employee each accident, \$500,000 (five hundred thousand dollars) each employee by disease, and \$500,000 (five hundred thousand dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.
- D. **Pollution Liability Insurance** coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the servicing and operations of Vendor (and any subcontractors, representatives, or agents) involved in the work/transport, in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.



# DETAILED SPECIFICATIONS

## OTHER INSURANCE PROVISIONS

Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and Auto Liability policies. In addition, when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Madeira Beach**  
**Attn: Fire Department, ITB #24-07**  
**300 Municipal Drive**  
**Madeira Beach, FL 33708**

- a. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- b. Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.
- c. Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

**The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.**

## MILESTONES

1. **BEGINNING DATE OF PROJECT.** 07/22/2024 or sooner if vendor is able to begin after award of bid.  
 If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.
2. **PRICES.** All pricing shall be firm; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

# BID SUBMISSION

1. **BID SUBMISSION.** It is recommended that bids be hand-delivered to the Madeira Beach City Hall. For bids mailed and/or hand-delivered, bidder must submit eight (8) signed original bids and one (1) electronic format on a Thumb Drive, in a sealed container using the label provided at the end of this solicitation.
2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature.
  - 1 (ONE) Original and 1 (ONE) PDF USB Electronic copy
  - Bid pricing form
  - Additional Materials / Addenda
  - Vendor Information form
  - Scrutinized Companies form(s) as required
  - Offer Certification form
  - Attachment "A" (Performance & Payment Bond), signed and notarized
  - Attachment "B" (Contract & Bid Bond), signed & notarized

W-9 Form to be provided by Bidder (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

# BID PRICING

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish to the City of Madeira Beach the complete build-out of the downstairs office suite, per the signed and sealed plans at the price(s) stated in **Exhibit A – Bid Pricing**.

## Exhibit A – Bid Pricing

Note: The City requires a 5% contingency amount, in addition to the contract amount, for any incidentals.

GRAND TOTAL OF BID (labor, materials and 5% contingency) \$ \_\_\_\_\_

### PAYMENT TERMS:

Payment will be made only after completion and acceptance of the Work.

Pursuant to Florida Statutes § 218.735, Contractor’s invoices must be submitted to the City’s project manager for review and processing. This official will stamp each invoice as received, and, if deemed complete, accepted and not disputed, shall thereafter be paid within 25 business days after receipt. If an invoice fails to meet the contract requirements by, among other things, failing to provide the date(s) of service, the materials used, and other details sufficient to verify the work and its related costs, the City will reject the invoice within 20 days after it is received. Any such rejection will be in writing and will specify the deficiencies and what information or changes are required to make the invoice proper. Payment of corrected, accepted invoices will be within 10 business days from the invoiced City’s receipt of same unless City Commission approval is required. Any portion of an invoice covering Work or materials which are disputed by the invoiced City in terms of quality, quantity, workmanship or defective installation shall be disputed by the City in accordance with Florida Statutes § 218.76(2). However, any portion of an invoice covering Work or materials which are not disputed will be paid within the time periods set forth herein.

Complete payment for the Work will not be made until all conduit, junction boxes, and other required equipment or materials are installed; Work is completed; the Work sites are restored to “as good or better” conditions; and, the Work has been inspected and accepted by the City’s construction permit inspector and/or the Engineer

A 5% retainage of the awarded bid amount, will be withheld.

Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

# ADDITIONAL MATERIALS/ADDENDA

**Additional Materials submitted (mark one):**

\_\_\_\_\_ No additional materials have been included with this bid

\_\_\_\_\_ Additional Materials attached (describe--attach additional pages if needed)

**Addenda** Bidders are responsible for verifying receipt of any addenda issued by checking the City’s website at <http://www.madeirabeachfl.gov> prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

**Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):**

Addenda Number	Initial to acknowledge receipt

Vendor Name \_\_\_\_\_ Date: \_\_\_\_\_

# VENDOR INFORMATION

Company Legal / Corporate Name: \_\_\_\_\_

Doing Business as (if different than above): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_ Website: \_\_\_\_\_

State License#: \_\_\_\_\_ PCCLB License #: \_\_\_\_\_

DUNS #: \_\_\_\_\_

**Remit to address (if different than above):**

**Order from address (if different from above):**

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Contact for Questions about this bid:**

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Day-to-Day Project Contact (if awarded):**

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

\_\_\_\_\_ Certified Small Business Certifying Agency: \_\_\_\_\_

\_\_\_\_\_ Certified Minority, Women or Disadvantaged Business Enterprise Certifying Agency: \_\_\_\_\_

\_\_\_\_\_

# SCRUTINIZED COMPANIES

## SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Entity/Corporation

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person whose signature is being notarized) as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of corporation/entity), personally known \_\_\_\_\_ or produced \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

NOTARY SEAL ABOVE

# OFFER CERTIFICATION

**By signing and submitting this Bid, the Vendor certifies that:**

- a) It is under no legal prohibition on contracting with the City of Madeira Beach.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Madeira Beach may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Madeira Beach agrees not to change or delete any copyright or proprietary notices.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

**ACCEPTED AND AGREED TO:**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

..... For US Mail .....

## SEALED BID

<b>Submitted by:</b> Company
Name:
Address:
City, State, Zip:
ITB #
Due Date:

City of Madeira Beach  
 Attn: **Fire Department**  
 300 Municipal Drive  
 Madeira Beach FL 33708

..... For US Mail .....

*\_For Hand Deliveries, FEDEX, UPS or Other Courier Services \_* **SEALED BID**

<b>Submitted by:</b> Company
Name:
Address:
City, State, Zip:
ITB #
Due Date:

City of Madeira Beach  
 Attn: **Fire Department**  
 300 Municipal Drive  
 Madeira Beach FL 33708

..... *For Hand Deliveries, FEDEX, UPS or Other Courier Services* .....



ATTACHMENT "A"

PERFORMANCE AND PAYMENT BOND
PUBLIC CONSTRUCTION BOND

Bond No. \_\_\_\_\_

By this bond, we \_\_\_\_\_, as Principal, whose principal address and phone number are \_\_\_\_\_, and \_\_\_\_\_, as Surety, whose principal address and phone number are \_\_\_\_\_, are bound to The City of Madeira Beach, herein called Owner, whose principal address and phone number are 300 Municipal Drive, Madeira Beach, FL 33708, 727-391-9951, in the sum of \$\_\_\_\_\_, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

- 1. Performs the contract dated \_\_\_\_\_, 20\_\_\_, between Principal and Owner, which contract was awarded pursuant to ITB #24-07, for construction of the build-out of the downstairs office suite, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contact; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.

The project to be performed under the contract is to provide and install an awning/carport for covered storage of fire department apparatus outside located at 250 Municipal Drive, Madeira Beach, FL 33708.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_(Name of Principal)
\_\_\_\_\_(Name of Surety)

ATTACHMENT "A"

By: \_\_\_\_\_  
As Attorney in Fact for Surety

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ (name and title of corporate officer) of  
\_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state or place of  
incorporation) corporation, on behalf of the corporation. He/she is personally known to me or  
has produced \_\_\_\_\_ (type of identification) as identification.

Notary signature \_\_\_\_\_

Print or stamp name of Notary \_\_\_\_\_

Notary number:

My Commission Expires:

**Pursuant to Florida Statutes § 255.05(1)(b), the principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.**



**ATTACHMENT "B" CONTRACT**

This **CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and \_\_\_\_\_, of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of Florida, hereinafter designated as the Contractor".

**WITNESSETH:**

That the parties to this Contract each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and its successors, assigns, executors, or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools, and equipment for the following:

**PROJECT NAME: Fire Department Storage Awning**

**PROJECT # ITB No. 24-07\_\_\_\_\_**

in the amount of \$ \_\_\_\_\_

In accordance with the BID PROPOSAL submitted by the CONTRACTOR and technical supplemental specifications and such other special provisions and drawings, if any, as submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and performance & payment bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, **including Exhibit A – CONTRACTOR BID RESPONSE and Exhibit B – CITY INVITATION TO BID**, and all of said work to be performed and completed by the Contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions, or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

**THE CONTRACTOR AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS, AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS, OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS**

**CONTRACT AGAINST THE CITY, OR THE CONTRACTOR, OR THE CONTRACTOR'S SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.**

## CONTRACT

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at Contractors own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

## CONTRACT

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2019), specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Madeira Beach in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City of Madeira Beach would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Madeira Beach all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Madeira Beach.

In witness whereof, the parties hereto have executed this agreement as of the effective date.

**City of Madeira Beach:**

**Attest:**

**By:** \_\_\_\_\_  
**Mayor**

**By:** \_\_\_\_\_  
**City Clerk**

**{Insert Name of Contractor}**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

# CONTRACT

## Exhibit A – CONTRACTOR BID RESPONSE

## Exhibit B – CITY INVITATION TO BID

**IN WITNESS, WHEREOF**, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

**CITY OF MADEIRA BEACH  
IN PINELLAS COUNTY, FLORIDA**

By: (SEAL) City Manager

Countersigned:

By: \_\_\_\_\_  
Mayor Anne Marie Brooks

(Contractor must indicate whether Corporation, Partnership, Company or Individual.)

(The person signing shall, in their own handwriting, sign the principal's name, their own name, and their title; where the person is signing for a Corporation, they must, by Affidavit, show their authority to bind the Corporation).

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_

(Contractor)

By: \_\_\_\_\_ (SEAL)



# CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT

(CORPORATION FORM)

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, \_\_\_\_\_, who after being duly sworn, deposes and says:

That they are the \_\_\_\_\_ (TITLE) of \_\_\_\_\_, a Florida Corporation, with its principal place of business located at \_\_\_\_\_ (herein, the "Contractor").

That the Contractor was the General Contractor under a contract executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20 with the **CITY OF MADEIRA BEACH, FLORIDA**, a municipal corporation, as Owner, and that the Contractor was to perform the construction of:

**PROJECT NAME: Fire Department Storage Awning**

CITY PROJECT # ITB No. 24-07

That said work has now been completed and the Contractor has paid and discharged all sub-contractors, laborers, and material tradesmen in connection with said work and there are no liens outstanding of any nature nor any debts or obligations that might become a lien or encumbrance in connection with said work against the described property.

That Contractor is making this affidavit pursuant to the requirements of Chapter 713, Florida Statutes, and upon consideration of the payment of \_\_\_\_\_ (final full amount of contract) in full satisfaction and discharge of said contract.

That the Owner is hereby released from any claim which might arise out of said Contract.

The word "liens" as used in this affidavit shall mean any and all arising under the operation of the Florida Mechanic's Lien Law as set forth in Chapter 713, Florida Statutes.

Sworn and subscribed to before me

\_\_\_\_\_  
**AFFIANT**

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
**PRESIDENT**

# BID BOND

(Not to be filled out if a certified check is submitted)

**KNOWN ALL MEN BY THESE PRESENTS:** That we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, who's address is \_\_\_\_\_  
\_\_\_\_\_, are held and firmly bound unto the  
City of Madeira Beach, Florida, in the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_ ) (being a minimum of 5% of Contractor's Total Bid Amount) for the  
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,  
executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety,  
for work specified as: \_\_\_\_\_  
\_\_\_\_\_

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and  
specifications provided here for, all within Pinellas County, is accepted and the contract awarded to the  
above named bidder, and the said bidder shall within ten days after notice of said award enter into a  
contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by  
the City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by  
law and the full amount of this Bid Bond will be paid to the City as stipulated or liquidated damages.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_  
(Principal must indicate whether corporation, partnership,  
company or individual)

Principal:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Surety: \_\_\_\_\_

(The person signing shall, in their own handwriting,  
sign the principal's name, their own name, and their  
title; where the person is signing for a Corporation,  
they must, by Affidavit, show their authority to bind  
the Corporation).



# MEMORANDUM

**TO:** Hon. Mayor and Board of Commissioners  
**THROUGH:** Robin Gomez, City Manager  
**FROM:** Clint Belk, Fire Chief  
**DATE:** August 28, 2024  
**RE:** Approval of 2024, Emergency Medical Services ALS First Responder Agreement and FY25 ALSFR Budget

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## **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% require a review and if approved, an amendment to the agreement is required.

An increase of 19.49%, was approved by Pinellas County Emergency Medical Services and the Pinellas County Commission and was granted to the City of Madeira Beach, Fire Department for FY25. In FY26, the agreement calls for an increase of station overhead expenses from 1% to 2% by Resolution.

The October 1, 2024 agreement allows for a 5 year renewal between the City of Madeira Beach and Pinellas County. Budget submissions will continue to be annual.

## **Fiscal Impact**

Fiscal impact is an increase of EMS Funding from \$612,973 in FY24 to \$732,432 in FY25.

## **Recommendation**

Staff recommends approval of this 2024 Emergency Medical Services ALS First Responder Agreement which is attached for review.

## **Attachment(s):**

- 2024 EMS ALS First Responder Agreement with Noted Changes
- 2024 EMS ALS First Responder Agreement

Revised – July, 2019



**EMERGENCY MEDICAL SERVICES  
ALS FIRST RESPONDER AGREEMENT**

**CITY OF MADEIRA BEACH**

**October 1, 2024**

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

**EMERGENCY MEDICAL SERVICES  
ALS FIRST RESPONDER AGREEMENT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the CITY OF MADEIRA BEACH, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority").

**RECITALS**

1. The Authority is a special district created for the purpose of providing Emergency Medical Services throughout Pinellas County ("County"), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended ("The Acts").
2. The Authority has determined that a single-tier all Advanced Life Support ("ALS") EMS system with a first responder component and a transport component is in the best interest of public safety, health and welfare.
3. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services (as defined herein) and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services.
4. The Authority wishes to continue to provide for the long-term direction and financial stability of the entire Emergency Medical Services system through working with the First Responder agencies to control costs.
5. Authority is authorized to enter into agreements for Emergency Medical Services and the Contractor is willing and able to provide First Responder Services (as defined herein).

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:

**ARTICLE I**  
**THE AGREEMENT**

**SECTION 101. RECITALS AND PURPOSE.** The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of ALS First Responder Services in the County.

**SECTION 102. COOPERATION.** The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

**SECTION 103. CONTRACT DOCUMENTS.** The following Appendices are attached to and made part of this Agreement:

- Appendix A.** ALS First Responder Profile
- Appendix B.** ALS First Responder Contractors
- Appendix C.** EMS Equipment
- Appendix D.** EMS Financial Information Attestation Form
- Appendix E.** Instructor Reimbursement Form
- Appendix F.** EMS Coordinator Duties and Responsibilities

Subject to Section 912, this Agreement, together with the foregoing Appendices, constitutes the entire Emergency Medical Services ALS First Responder Agreement between the Parties with respect to the provision of ALS First Responder Services, except to the extent that HIPAA (Health Insurance Portability and Accountability Act) requires additional agreements, which will be handled separately, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services.

**SECTION 104. SCOPE OF SERVICES.** The services to be performed by the Contractor under this Agreement include the following:

- (a) The response of an ALS First Responder Unit to the scene of an EMS Incident.
- (b) The on-scene Patient care by Field Personnel.
- (c) The continuation of Patient care, when Contractor’s Paramedic accompanies the Patient during transport by the Ambulance Provider or medical helicopter.
- (d) The transport of Patients to a medical facility by a Rescue Unit shall be in accordance with Florida Statute 401.33 and the then current Medical Operations Manual, Transport Protocols.
- (e) The episodic utilization of CME Instructors and Public Educators/Community Paramedics by participating Contractors.

Such services shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

**ARTICLE II**  
**DEFINITIONS**

**SECTION 201. WORDS AND TERMS.** Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

“**ALS**” means Advanced Life Support.

“**ALS First Responder Services**” means the response of an ALS First Responder Unit to an EMS Incident and, if necessary, on-scene Patient care by EMTs and Paramedics, all in accordance with the protocols of the Authority.

“**ALS First Responder Station**” means any location designated by the Contractor and approved by the Authority at which an ALS First Responder Unit, with the minimum staffing required herein, is located.

“**ALS First Responder Unit**” means any of the ALS permitted vehicles provided by Contractor under this Agreement and listed on Appendix A; each of which is equipped to provide Advanced Life Support services and is used for rapid

response to an EMS Incident. ALS First Responder Units may include, but not be limited to: ALS engines, Transport capable rescue units and non-Transport capable rescue units.

**“Advanced Life Support”** means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

**“Advanced Practice Paramedic” or “APP”** means a certified paramedic who, through additional training and demonstration of expertise, is authorized by the EMS Medical Director to perform specific diagnostic and/or therapeutic modalities beyond the usual scope of practice of a certified Paramedic. The APP's expanded scope of practice applies only during the operation of, and in support of, the specific special operations team to which they are trained and certified as defined in the EMS Rules and Regulations.

**“Ambulance”** means a vehicle constructed, equipped and permitted as an ALS Ambulance, pursuant to the rules of the Department for the transportation of Patients.

**“Ambulance Contractor”** means the entity selected by the Authority to provide ambulance service countywide.

**“Annual Compensation”** means the professional services fee listed on Appendix A, as may be adjusted pursuant to the terms of this Agreement.

**“Annual External Audit”** means an audit conducted by an external certified public accountant, retained by the Contractor, who at the end of each Fiscal Year verifies and attests that the Contractor has complied with the requirement to utilize EMS funds solely for EMS purposes in accordance with Section 706 through the submission of the form shown on Appendix D.

**“Authority”** means the Pinellas County Emergency Medical Services Authority, a special district established by Chapter 80-585, Laws of Florida, as amended.

**“Authority Funded Unit”** means an ALS First Responder Unit authorized and funded by the Authority pursuant to the terms of this Agreement.

**“Automatic Aid/Closest Unit Response Agreement”** means the agreement by and



between every political subdivision and fire control districts within Pinellas County dated October 16, 1990.

“**BLS**” means Basic Life Support.

“**BLS First Responder Unit**” means a vehicle equipped to provide Basic Life Support only.

“**Basic Life Support**” means treatment of medical emergencies by a qualified person through the use of techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

“**CAD**” means the computer aided dispatch system.

“**Caller**” means a person accessing the response system by telephone.

“**Condition 1**” means the normal operation of the EMS System in which Patient Transport is handled by the Ambulance Contractor.

“**Condition 3 Medical**” or “**Condition 3M**” means the procedure to allow ALS First Responder Transport of Patients utilizing Rescue Units during peak periods at the request and approval of the Executive Director or designee.

“**Continuing Medical Education**” or “**CME**” means the medical education training program, through distance learning or classroom-based courses, provided in accordance with the EMS Rules & Regulations.

“**CME Instructor**” means a County Certified Paramedic, County Certified EMT or County Certified nurse, employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular CME classes, specialized Courses, EMS System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment.

“**Contractor**” means any one of the entities described on Appendix B.

“**Contractor Funded Unit**” means an ALS First Responder Unit, approved by the Executive Director, which is funded and operated by the Contractor for their operational flexibility, but, the additional Unit is not necessary for the Contractor to meet its obligations under the terms of this Agreement.

- “County”** means Pinellas County, Florida, a political subdivision of the State of Florida.
- “County Certified”** means authorized to work in the EMS System in accordance with requirements established by the Medical Control Board, the Medical Director and approved by the Authority.
- “Course”** means any individual CME offering available online through a sufficient number of classroom-based training classes. Regular CME Courses, whether online or classroom based, will be two (2) hours in duration.
- “Department”** means the State of Florida Department of Health.
- “Disaster”** means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS system.
- “Emergency Medical Technician” or “EMT”** means any person who is trained in Basic Life Support, who is County Certified and who is certified by the Department to perform such services in emergency situations.
- “Emergency Medical Services” or “EMS”** means the services provided by the Contractor pursuant to Section 104.
- “EMS Advisory Council”** means the advisory board established by the Special Act.
- “EMS Districts”** means the districts designated by Authority pursuant to the Special Act and Resolution 14-66, as may be amended.
- “EMS Emergency”** means any occurrence or threat thereof in the County, any municipalities therein, or in Pasco, Hillsborough or Manatee County, which may result in unusual system overload and is designated as an EMS Emergency by the Executive Director or Authority.
- “EMS Equipment”** means the equipment listed on Appendix C, as may be amended from time to time by the Executive Director.
- “EMS Incident”** means an emergency or non-emergency request processed through the Regional 9-1-1 Center that needs or is likely to need medical services.
- “Emergency Response”** means, for the purposes of measuring response time compliance in Section 403, the act of responding to a request for services in which the Priority Dispatch Protocols have determined that red lights and sirens will be used.

**“EMS Mill”** means the ad valorem real property tax imposed by the Authority pursuant to the “Special Act”, Laws of Florida, as amended.

**“EMS Ordinance”** means Chapter 54, Article III of the Pinellas County Code, as may be amended.

**“EMS System”** means the network of organizations and individuals, including, but not limited to the Authority, Ambulance Contractor, the Contractors, the EMS Advisory Council, the Medical Control Board and the Medical Director, established to provide Emergency Medical Services in Pinellas County.

**“Executive Director”** means the Director of the EMS System, or his or her designee.

**“First Due Unit”** means the ALS First Responder Unit, within Contractor’s primary response area, predetermined to be the nearest to the EMS Incident, in accordance with Section 409 hereof.

**“Field Personnel”** means Paramedics and EMTs employed by Contractor.

**“First Responder Services”** means ALS First Responder Services.

**“Fiscal Year”** means the year commencing on October 1 of any given year and ending on September 30 of the immediately succeeding year.

**“Force Majeure”** means any act, event, or condition, other than a labor strike, work stoppage or slowdown, that has had or may reasonably be expected to have a direct material adverse effect on the rights or obligations of either Party under this Agreement, and such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include but shall not be limited to: an act of God (except normal weather conditions for the County), epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

**“Just Culture”** means the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and Client services; supporting a professional environment and culture that

encourages and supports our Certified Professionals; understands human errors occur and how accountability is assured through consoling, coaching, counseling, Remedial Training or corrective action.

**“Learning Management System”** means the integrated fire and EMS software system utilized by Provider Agencies for online training, classroom-based training attendance tracking, in-service education; dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority’s staff and Medical Director shall have administrative rights to upload Emergency Medical Services Continuing Medical Education and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all students, and reports for CME Instructor activity. All Contractors will utilize the common software platform, Target Solutions, or a successor software product as determined by the Authority upon agreement with the CME steering committee as defined in the EMS Rules & Regulations.

**“Medic Unit”** means a non-Transport capable ALS First Responder Unit.

**“Medical Case Review”** means a review conducted by the EMS Medical Director or designee, with all Certified Professionals involved with a case, to closely examine the care of a Patient using a positive and educational approach to determine where gaps in knowledge or errors occurred. Such Medical Case Reviews shall be conducted with a Just Culture framework to ensure a positive and supportive culture that encourages quality Patient care.

**“Medical Control”** means the medical supervision of the EMS System provided by the Medical Director.

**“Medical Control Board”** means the board appointed by Authority pursuant to the EMS Ordinance and having the duties and responsibilities set forth in the EMS Ordinance.

**“Medical Direction”** means supervision by Medical Control through two-way communication or through established standing orders, pursuant to rules of the Department.

**“Medical Director”** means a licensed physician, or a corporation, association, or

partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the EMS System.

**“Medical Operations Manual”** means the clinical guidelines, prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

**“On-Scene Equipment Exchange Program”** means the Authority’s program whereby an equipment item, such as backboards and immobilization devices, which may be amended by the Executive Director, is employed by Contractor in the course of preparing a Patient for transport and the ambulance personnel replaces the same from its own on-board inventory.

**“Paramedic”** means a person who is trained in Basic and Advanced Life Support, who is County Certified, and who is certified by the Department to perform Basic and Advanced Life Support procedures pursuant to the provisions of state statute, regulations and the Medical Operations Manual.

**“Party” or “Parties”** means either the Authority or the Contractor, or both, as the context of the usage of such term may require.

**“Patient”** means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

**“Priority Dispatch Protocols”** means the protocols adopted by the Authority, and as may be amended from time to time, governing the EMS System’s response to the different types of service requests.

**“Public Educator/Community Paramedic”** means a County Certified Paramedic or County Certified EMT, or approved public educator employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program or to complete a specific task assignment related to EMS public education/community outreach.

**“Regional 9-1-1 Center”** means the Communications Center and related telephone,

radio and data systems operated and maintained by Pinellas County as the countywide Public Safety Answering Point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the Priority Dispatch Protocols; providing for the dispatch of all BLS and ALS First Responder Units to EMS Incidents; and providing for the ongoing communications via radio and wireless data systems.

**“Rescue Unit”** means a transport capable ALS First Responder Unit.

**“Response”** means the act of responding to a request for services, which act begins when ALS First Responder Units are dispatched to an EMS Incident.

**“Response Time”** means the period of time commencing when an ALS First Responder Unit is dispatched to an EMS Incident and ending when Contractor's first ALS First Responder Unit arrives on the scene of the incident.

**“Rules and Regulations”** means the rules and regulations adopted by the Authority, which is subject to amendment.

**“Run Cards”** means the Regional 9-1-1 Center’s computer aided dispatch software database that, based upon the location of the EMS Incident and a predetermined listing of ALS First Responder Units which the Contractor has determined to be the closest by travel time or most appropriate in ranked order, recommends the closest or most appropriate ALS First Responder Unit(s) to respond to EMS Incidents, or successor methods such as global positioning satellite (GPS) automatic vehicle location (AVL) systems.

**“Special Act”** means Chapter 80-585, Laws of Florida, as amended.

**“Special Events”** means non-emergency events, such as sporting events, parades, festivals and other group or mass gatherings, which may require BLS or ALS medical coverage.

**“State”** means the State of Florida.

**“State of Emergency”** means a Disaster which has been declared by proclamation of the State, County or a municipality in the County.

**“Total Unit Hour Compensation”** means Unit Hour Compensation multiplied by the number of Authority Funded Units provided by this Agreement.

**“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.

**“Transport”** means the transportation of Patients to a medical facility by Ambulance or Rescue Unit.

**“Uncontrollable Circumstance”** means a Force Majeure, an EMS Emergency or a State of Emergency.

**“Unforeseen Circumstances”** means circumstances which could not reasonably be foreseen by the Parties at the time of execution of this Agreement.

**“Unit Compensation”** means the Annual Compensation in a Fiscal Year divided by the number of Authority Funded Units provided by this Agreement.

**“Unit Hour Compensation”** means the Unit Compensation divided by Eight Thousand, Seven Hundred and Sixty (8,760) Hours.

**SECTION 202. TERMS GENERALLY.** Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, except as the context may otherwise require. The words “agree”, “agreement”, “approval” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed”, except as the context may otherwise require.

### **ARTICLE III** **REPRESENTATIONS**

**SECTION 301. REPRESENTATIONS OF AUTHORITY.** Authority represents to Contractor that each of the following statements is presently true and correct:

(a) **Existing.** Authority has all requisite power and authority to carry on its

business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of and has been or will be duly executed and delivered by Authority and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on Authority.

(c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Authority enforceable against Authority in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **Financial Capability.** Authority is fully capable, financially and otherwise, to perform its obligations hereunder, subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

(e) **No Litigation.** There are no pending, or to the knowledge of Authority, threatened actions or proceedings before any court or administrative agency to which Authority is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

**SECTION 302. REPRESENTATIONS OF CONTRACTOR.** Contractor represents to Authority that each of the following statements is presently true and correct:

(a) **Existing.** Contractor is a Florida municipal corporation or independent special district having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise control its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of and has been duly executed and delivered by Contractor



and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on the Contractor.

(c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **No Litigation.** There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) **Financial Capability.** Contractor is fully capable, financially and otherwise, to perform its obligations hereunder subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

#### **ARTICLE IV**

### **DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

#### **SECTION 401. VEHICLES AND EQUIPMENT.**

(a) **Obligation to Provide Vehicles.** At all times during the term of this Agreement, Contractor shall provide the number of Authority Funded Units described on Appendix A. Contractor reserves the right to select and acquire vehicles and apparatus used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel.** Contractor shall be responsible for the maintenance and repair of ALS First Responder Units and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. Contractor shall maintain records of maintenance and fuel in order to document that ALS First Responder Units are maintained and used in accordance with this Agreement.

(c) **Staffing of Vehicles.** Each ALS First Responder Unit shall be staffed in compliance with Chapter 401, Florida Statutes, with a minimum of one (1) Paramedic. Contractor shall maintain records of staffing in order to document that ALS First Responder Units are staffed in accordance with this Agreement.

(d) **Equipment and Supplies.** With the exception of equipment maintained by the Authority in Section 507, Contractor shall furnish and maintain all EMS Equipment, required to be provided by the Contractor pursuant to Appendix C. Contractor shall also be responsible for the cost of replacing outdated medical supplies as provided in Section 504, which are lost through inadequate stock rotation; as well as the cost of medical supplies which are lost, stolen, damaged, or unaccounted for due to Contractor's negligence. The Authority shall be responsible for the cost of any medical supplies which are lost, stolen, or damaged due to a cause other than Contractor's negligence. Contractor shall be subject to the Authority's On-Scene Equipment Exchange Program.

(e) **Medical Communications Equipment.** Contractor shall be responsible for the replacement of all medical communications equipment that is lost, stolen or damaged due to Contractor's negligence. Contractor shall also be responsible for all routine maintenance of such equipment. The Authority shall be responsible for the replacement of any medical communications equipment that is lost, stolen or damaged due to a cause other than Contractor's negligence.

(f) **Inspections.** Contractor shall allow representatives of the Authority and of the Medical Director to inspect ALS First Responder Units, equipment and ALS First Responder Stations as may be reasonably required to determine compliance with this Agreement.

(g) **Patient Care Reporting System Equipment.** Contractor shall be responsible for the replacement of all field equipment for the Patient Care Reporting System (e.g. notebook computers) that is lost, stolen or damaged due to Contractor's negligence. The Authority shall be responsible for the replacement of field equipment for the Patient Care Reporting System that is lost, stolen or damaged due to a cause other than Contractor's negligence.

**SECTION 402. PRIORITY DISPATCH PROTOCOLS.** Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor

and the Authority shall cooperate in implementing periodic enhancements and improvements to the Priority Dispatch Protocols.

**SECTION 403.      RESPONSE TIME.** Response Time to not less than ninety percent (90%) of all EMS Incidents in a Fiscal Year which are (1) prioritized as an Emergency Response; (2) are within Contractor’s EMS District; and (3) for which Contractor’s ALS First Responder Unit is determined, in accordance with Section 409, to be the First Due Unit, shall be within seven (7) minutes and thirty (30) seconds or less; provided, however, that such Response Time standard shall not be applicable to Responses which occur during periods of Uncontrollable Circumstances or to Responses to remote areas or areas of limited accessibility, as requested by Contractor and approved by the Executive Director. The Authority and the Contractor desire to maintain Response Times for each EMS District at or below the Response Times now enjoyed by each respective EMS District. Such level of service is met by Authority Funded Units.

**SECTION 404.      CONTINUING MEDICAL EDUCATION.**

(a)      Field Personnel. Contractor shall make available its EMS personnel for Continuing Medical Education as required by state regulation, Rules and Regulations and the Medical Control Board. Satisfactory participation by Contractor’s Field Personnel in Continuing Medical Education provided and made available by the Authority shall constitute fulfillment of this obligation. Contractor shall be responsible for ensuring that its Field Personnel attend Continuing Medical Education training, either in classroom-based training or distance learning methods as determined by the Medical Director, in accordance with the Rules and Regulations. Contractor may prepare and submit to the Executive Director a report evaluating performance of the CME program. Contractor shall use any prepared forms that the Authority requests it to use for this evaluation.

(b)      CME Instructors. Contractors will use their best efforts to provide a sufficient number of CME Instructors to conduct courses. The Authority will use its best efforts to provide a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of First Responder units and ambulances up to one hundred eighty (180) classes per regular CME Course or ninety (90) classes for paramedic only CME Courses. Contractors understand the Authority is

responsible for the provision of CME instruction and if the pool of CME Instructors made available by the Contractors is deemed inadequate or insufficient by the Authority, the Authority may elect to provide the CME program directly or through another means.

**SECTION 405. MEDICAL QUALITY CONTROL.**

(a) **Medical Director.** The Medical Director of the EMS System shall also serve as medical director of Contractor's EMS or ALS First Responder Services. Contractor may not use or employ another Medical Director for the provision of Emergency Medical Services within Contractor's EMS District.

(b) **Rules and Regulations: Protocols.** Contractor shall fully comply with the Rules and Regulations, including the protocols established in the Medical Operations Manual.

(c) **Ride-Along.** Contractor shall allow the Medical Director and the Executive Director or their representative to ride in ALS First Responder Units during Responses to EMS Incidents. However, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, except as necessary to assure protocol compliance and good Patient care, and shall at all times be respectful of Contractor's employee/employer relationship. The Medical Director, Executive Director, or their representatives, shall provide proof of employment, proof of workers' compensation insurance and shall complete any waiver or release forms which may be required by the Contractor prior to riding in ALS First Responder Units.

(d) **On-Scene Patient Care.** Contractor shall comply at all times with the Authority's protocol for on-scene control of Patient care. If Contractor's Paramedic is requested to ride to the hospital with the Ambulance Contractor's Paramedic, Contractor's Paramedic shall comply. Contractor's Paramedic may also decide to ride to the hospital with Ambulance Contractor's Paramedic. Contractor shall be responsible for the return of the Paramedic from the hospital.

(e) **Special Events.** In the event Contractor provides either BLS or ALS medical coverage at a Special Event in their EMS District, Contractor shall be under the

auspices of the Authority, the Medical Control Board and the Medical Director. In providing medical coverage at a Special Event, Contractor shall comply with the Rules and Regulations and with the protocols established in the Medical Operations Manual. Authority Funded Units will not be used for dedicated special events coverage without the written approval of the Executive Director. Contractor and Authority will notify each other of large-scale Special Events, which may require additional resources or adversely affect the EMS System, to ensure coordinated event coverage.

(f) **Quality Assurance**. Contractor shall adhere to the quality assurance and quality management program established by the Medical Director and shall participate in quality assurance reviews.

**SECTION 406. MEDICAL CASE REVIEWS**. Medical Case Reviews may include access to data, records review, written and verbal statements by Field Personnel and EMS Coordinator, and attendance at interviews and informal and formal hearings, in accordance with the then current EMS Rules and Regulations and Florida Statute 401.425. Contractor shall cooperate in obtaining such records, verbal and written statements and ensure that its Field Personnel attend Medical Case Reviews when reasonably requested.

**SECTION 407. PERSONNEL**.

(a) **Training and Qualifications**. All Field Personnel employed by the Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the Authority for delivering Patient care and shall hold appropriate credentials in their respective EMS profession.

(b) **Standard of Conduct**. Contractor's personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from this standard of conduct. Contractor's Field Personnel shall be easily identified as EMTs or Paramedics while on scene of an EMS Incident.

(c) **Part-Time Employment**. Contractor shall not unreasonably restrict its employees from seeking or performing part-time employment with Authority's Ambulance Contractor.

(d) **EMS Coordinator.** Contractor shall designate a County Certified Paramedic as the EMS Coordinator who will be responsible for performing or supervising, at a minimum, the duties and responsibilities of EMS Coordination in accordance with **Appendix F.**

**SECTION 408. EMERGENCY ASSISTANCE**

(a) **State of Emergency Assistance within Pinellas County.** Immediately upon notification by the Authority of a State of Emergency within Pinellas County, Contractor shall commit such resources as mutually agreed upon by the Parties, given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. During a State of Emergency, Contractor shall be released from the requirements of Section 403 and the time requirements of Section 704(a). When Contractor ceases providing assistance with the State of Emergency, Contractor shall resume normal operations as rapidly as is practical and notify the Authority's authorized representative that Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations.

(b) **State of Emergency Assistance Outside of Pinellas County.** Contractor shall manage any State of Emergency assistance response outside of Pinellas County in a manner which does not prevent Contractor from rendering services in accordance with this Agreement.

(c) **EMS Emergency.** Immediately upon notification by the Authority of an EMS Emergency, Contractor shall assist in the locality where the EMS Emergency has occurred. The level of assistance provided by Contractor shall be mutually agreed upon by the Parties. During an EMS Emergency, the Contractor shall be released from the requirements of Section 403. When Contractor ceases providing assistance during an EMS Emergency, Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations. During the course of an EMS Emergency, Contractor shall use best efforts to continue to provide local ALS emergency coverage.

(d) **Condition 3M.** During periods of Condition 3M, Contractors with Rescue

Units shall Transport Patients from EMS Incidents to area hospitals. Contractor shall follow the then current Medical Operations Manual Protocols or medical control directives.

(e) **Mutual Aid**. Mutual aid responses outside of Pinellas County, rendered by the Contractor outside of Pinellas County that are not due to a State of Emergency or EMS Emergency, shall be performed in accordance with the terms and conditions of this Agreement.

**SECTION 409. AUTOMATIC AID/CLOSEST UNIT RESPONSE**. Upon notification by the Regional 9-1-1 Center of an EMS Incident, Contractor shall provide ALS First Responder Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The ALS First Responder Unit which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to EMS District or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, Contractor shall provide ALS First Responder Services in accordance with the then current Run Cards for all EMS Incidents. The Contractor's authorized representative will periodically, or at the request of the Authority, update their Run Cards to ensure their accuracy and coordinate any changes with any affected Contractor(s).

**SECTION 410. MEDICAL SUPPLIES AND INVENTORY CONTROL**. Contractor shall establish and implement inventory control procedures for the stocking and use of medical supplies. Contractor shall report, as of September 30th during each year this Agreement is in effect, the balance of all medical supplies held by the Contractor in inventory. Such report will list the item's identification number, the item's description, and the quantity held. Contractor will report the quantity of medical supplies which are lost, damaged, or unaccounted for, due to Contractor's negligence, and medical supplies unusable due to inadequate stock rotation. Contractor agrees to not maintain more than thirty (30) days of medical supplies in stock based upon historical use. Contractor shall maintain inventory records that identify all ALS First Responder Unit supplies issued from stock and will keep stock under lock so that access is limited to only authorized personnel. Contractor shall adhere to inventory control procedures that the Authority may require, as

long as they are reasonable and prudent. Contractor shall follow all federal, state and local laws and protocols in the distribution and handling of controlled substances. Contractor shall provide list of personnel authorized to receive controlled substances from the warehouse and any change to such list.

**SECTION 411. PATIENT CARE REPORTING SYSTEM.** Contractor shall cooperate with the Authority in refining and improving the fully integrated, electronic patient care reporting system. This system shall meet the information needs of the Contractor, the Medical Director, the Medical Control Board and the Authority. Contractor shall gather and enter data into the Authority's electronic patient care reporting system for every Patient encountered and every EMS Incident responded to by the Contractor's Field Personnel. Operating costs of this information system shall be the responsibility of the Authority. The Executive Director shall determine the start date and implementation timeline to ensure seamless implementation in the EMS System.

The database of the Authority's patient care reporting system shall be fully comprehensive, including complete and integrated information on all EMS System activities beginning with the receipt of an EMS Incident; dispatch activities and Response Times; every Patient assessment and all treatment rendered while Contractor's Field Personnel are attending the Patient. Contractor shall require Field Personnel to comply with the completion of patient care reports and the data entry requirements of the EMS System and ensure the accuracy and completeness of such reports, as approved and periodically revised by the Authority. Authority agrees that the procedures used to implement and operate the electronic patient care reporting system shall be mutually agreed upon by the Parties.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic patient care reports generated by the Contractor's EMS personnel and all dispatch-related data.

Contractor and Authority shall work collaboratively to evaluate software and data systems utilized in the delivery of ALS First Responder Services to ensure data is readily available to perform quality assurance and quality improvement by the Contractor and the Authority and such systems support Field Personnel in rendering patient care and



responding to EMS Incidents.

Contractor agrees to comply with HIPAA regulations regarding storage and transmission of protected health information, as well as keep on file and adhere to a valid Business Associate Agreement between the Parties. Specifically, Contractor agrees to follow the ALS First Responder Business Associate Agreement executed between the City of Madeira Beach and the Pinellas County Emergency Medical Services Authority on February 11, 2015, or any subsequent superseding agreement. Please see BAA attached at the end of document as Appendix G.

**SECTION 412. UTILIZATION OF REGIONAL 9-1-1 CENTER.**

**(a) Regional 9-1-1 Center.** Contractor shall utilize the Regional 9-1-1 Center for the dispatch of all BLS and ALS First Responder Units to EMS Incidents. Contractor shall utilize the Regional 9-1-1 Center's radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County's public safety and intergovernmental voice and data radio system.

Contractor shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center's radio and data system following the County's technical specifications.

Authority shall provide and maintain, at no cost to the Contractor, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center's data system, access to the County's 800MHz High Performance Data (HPD) system, and cellular airtime for all Authority and Contractor Funded Units and reserve Units following the County's technical specifications.

Authority shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County's technical specifications, and implementation plan for any future upgrades or system changes.

Contractor shall ensure all frontline ALS First Responder Units are equipped with GPS enabled mobile communications terminals running mobile CAD software. Contractor

shall ensure GPS enabled mobile communications terminals are kept in working order and repaired in a timely manner to ensure efficient and accurate dispatch.

**(b) Requests for Emergency Medical Assistance.** Should Contractor receive any request for emergency medical assistance, including walk-ins, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, shall immediately respond to the request for emergency medical assistance, if appropriate, and shall immediately advise the 9-1-1 Center of the information received, and the Response initiated by Contractor, if any.

**SECTION 413. COMMUNITY INVOLVEMENT.** Contractor is encouraged to make available to their local community, health promotions and prevention education (i.e., CPR training, public access defibrillation programs, drowning prevention, health risk assessments). The programs may be developed by the individual contractor or in coordination with the Medical Director or the Authority.

Contractor may elect to participate in the Authority's public education/prevention/community outreach/community paramedic programs that are established, as set forth in the EMS Rules and Regulations and approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program.

**SECTION 414. LICENSURE AND CERTIFICATION.** Contractor shall maintain the appropriate licensure with the Department as an ALS provider. Contractor or Contractor's employees, as the case may be, shall be responsible for payment of any fees associated with EMS and Paramedic certification and recertification using funds provided under this Agreement.

**SECTION 415. ACCURATE INFORMATION.** Any news releases, statements, or

public information given by the Contractor's or Authority's personnel to the public or the media shall accurately reflect the design and operation of the EMS system.

**SECTION 416. CRIMINAL JUSTICE INFORMATION SERVICES (CJIS).**

Contractor shall ensure all Personnel that have access to the CAD 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 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 CAD and the information contained within are strictly followed.

**ARTICLE V**

**DUTIES AND RESPONSIBILITIES OF AUTHORITY**

**SECTION 501. MEDICAL DIRECTION AND CONTROL.** The Authority shall be responsible for providing, or cause to be provided, Medical Direction and Medical Control to the Contractor.

**SECTION 502. CONTINUING MEDICAL EDUCATION.** Authority shall provide and make available to Contractor a Continuing Medical Education training program at multiple, regionally located training sites and not at a single, centralized training site. Authority shall endeavor to utilize distance learning methodologies and technology to deliver CME training whenever possible.

**SECTION 503. MEDICAL COMMUNICATIONS EQUIPMENT.** Authority has provided, or shall provide, as applicable, one (1) 800 MHZ Mobile Radio, and one (1) 800 MHZ Portable Radio for each Authority Funded Unit. Authority funded Medic Units and Rescue Units will receive one (1) additional 800 MHZ Portable Radio. The radio

equipment shall be installed in the Authority Funded Units by the Contractor and become Contractor's property. Contractor shall be responsible for such equipment, as provided for in Section 401(e) hereof. Authority shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the Authority. The Authority's plan is phased replacement of this equipment over the term of the Agreement subject to available funding.

**SECTION 504. MEDICAL SUPPLIES.** The Authority shall provide and replace, as necessary, without cost to Contractor, the medical supplies used by Contractor in rendering Patient care under this Agreement. The Authority shall deliver, or cause to be delivered, all medical supplies, except controlled substances, every two weeks to Contractor's designated medical supply receiving location. Contractor's authorized representative shall sign for and pick up controlled substances at a central location designated by the Authority. The Authority shall not be responsible for costs of replacing inventory items lost, stolen, damaged or unaccounted for due to Contractor's negligence but the Authority shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than Contractor's negligence. Where applicable, Contractor shall relocate supplies nearing their expiration dates to ALS First Responder Units serving areas of higher demand within their EMS District. All medications and supplies shall be returned to the Authority not later than sixty (60) days after the respective expiration dates. If such medications and supplies are not returned to Authority within sixty (60) days after their respective expiration dates, or at the direction of the Medical Director, Contractor shall be charged for the replacement of such supplies. A fully comprehensive narcotic control system shall be provided by the Authority to include boxes, electronic locks, and web-based tracking software.

**SECTION 505. EXTRAORDINARY MODIFICATIONS.** Notwithstanding the provision of Section 401(b) hereof, Authority shall separately provide and fund any modifications to ALS First Responder Units or equipment which may be required by the Authority and which do not constitute routine maintenance, repair or replacement.

**SECTION 506. BILLING.** The Authority shall have sole responsibility for submitting claims for transports made by either the Authority or by Contractor.

**SECTION 507. ECG EQUIPMENT AND MAINTENANCE.** The Authority shall provide all electrocardiogram (ECG) monitoring/defibrillation equipment for Authority Funded and Contractor Funded Units including adequate spare equipment (up to 30% above the number of Units). Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. At the point that the equipment is replaced with new equipment, the Contractor will transfer ownership of the equipment being replaced to the Authority who will trade in the used equipment to reduce the cost of replacement. Contractor shall be responsible for any repairs that are necessary due to Contractor's negligence.

**SECTION 508. BIOHAZARD WASTE COLLECTION.** The Authority shall provide or cause to be provided, the collection and disposal of all biohazard waste from ALS First Responder Stations on a periodic basis, no less than monthly. Contractor shall follow any procedures necessary for biohazard waste to be collected.

**SECTION 509. PATIENT CARE REPORTING SYSTEM EQUIPMENT.** Authority shall provide, as applicable, a ruggedized notebook or tablet computer for each Authority Funded and Contractor Funded Unit including adequate spare equipment (up to 30% above the number of Units). The equipment shall be utilized on Authority Funded Units and Contractor Funded Units by the Contractor for the purpose of completing electronic patient care reports. Only Authority authorized software and peripherals may be utilized to ensure a highly reliable and coordinated system. Authority provided patient care reporting system equipment shall remain property of the Authority. Contractor shall be responsible for such equipment, as provided for in Section 401(g) hereof. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority. Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which

equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority.

**SECTION 510. TRAFFIC PREEMPTION:** Authority shall provide and maintain a countywide Traffic Preemption System in cooperation with the County and municipal traffic control systems. 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.

## **ARTICLE VI**

### **INSURANCE AND INDEMNIFICATION**

**SECTION 601. MINIMUM INSURANCE REQUIREMENTS.** Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Authority of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Authority, and listing all carriers issuing said policies; and, a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Authority a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be

required to comply with the following insurance requirements):

- (a) Provide Workers' compensation insurance as required by Florida Law.
- (b) Provide commercial general liability, employers' liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28(5), F.S., should the State Legislature change these limits, coverage consistent with the revised limits shall be obtained.
- (c) Professional Liability Insurance, including errors and omissions, with minimum limits of \$1,000,000 per occurrence; if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond the ending date of this Agreement. In lieu of "tail coverage" the Contractor may submit annually to the Authority a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.
- (d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of \$1,000,000 Combined Single Limit insurance in excess of all primary coverage.

**SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS.** To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to Authority. Contractor shall also notify Authority within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.
- (b) Companies issuing the insurance policy, or policies, shall have no recourse against Authority or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (c) The Authority shall be endorsed to the required policy or policies as an

additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by the Authority or the County, to any such future coverage, or to County’s Self-Insured Retention of whatever nature.

**SECTION 603. LIABILITY.** Contractor and Authority agree to be fully responsible for their own acts of negligence or their respective agents’ acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

Authority is not liable for the causes of action arising out of the negligence of the Contractor, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

This Section 603 shall survive expiration or earlier termination of this Agreement.

**ARTICLE VII**

**COMPENSATION AND OTHER FINANCIAL PROVISIONS**

**SECTION 701. COMPENSATION.**



(a) **FY 2024–2025.** Authority and Contractor have agreed to an amount reflecting Contractor’s submitted budget for EMS services during Fiscal Year 2024 – 2025. The approved budget amounts for the Fiscal Year commencing October 1, 2024, shall be equal to that shown on Appendix A.

(b) **Budget Submissions for FY2025–2026 through FY2029-2030.** Contractor shall submit a budget by April 1<sup>st</sup> each year for the following Fiscal Year for the Authority’s review and approval. Budget shall be prepared in the same manner as the budget submitted for FY 2024-2025, so long as said budget is less than a three (3) percent increase from the prior Fiscal Year and the Authority shall pay Annual Compensation to Contractor in accordance with said approved budget.

(c) **Funding for Rescue Unit, Medic Unit and Staff Vehicle Replacement.** Authority will provide funding for Authority funded rescue units, medic units and the proportionate share of EMS Coordinator staff vehicles. Fire engines and other fire apparatus are not subject to EMS vehicle replacement funding. Units will be replaced after at least five (5) years, but no more than seven (7) years, of frontline service. Contractor represents that its projected capital replacement needs are as shown in Appendix A. The Authority shall determine a standardized reimbursement amount for rescue units, medic units and staff vehicles each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority’s annual budget and capped therein. The amounts for FY24-25 are rescue units (\$350,000), medic units (\$125,000), and staff vehicles (\$75,000). Reimbursements are made upon delivery of the vehicle along with documentation being provided to the Authority that includes the receipt of the purchase order, invoices, proof of payment and any other documents required by The Authority.

(d) **Rescue Unit Transport Compensation.** Authority shall reimburse Contractor, monthly in arrears, for Transports by Rescue Units that comply with the Medical Operations Manual Transport Protocol at a rate of \$100.00 per Transport. Rescue Unit Transports that do not comply with the Medical Operations Manual Transport Protocol shall not be reimbursable.

(e) **Unit Hours.** Authority may purchase Unit Hours to staff additional Rescue Units to Transport Patients at the Authority’s discretion through its Executive Director. The Authority shall reimburse the Contractor for its actual costs of salary and benefits up to \$75.00 per hour for each crew member of a two-person crew (Paramedic/Paramedic or Paramedic/EMT) for overtime or backfill costs for hours that are actually performed and preapproved in writing by the Authority. Such additional Units or Unit Hours may be used routinely, episodically, or during peak demand periods to maintain the level of service and Response Times for Ambulance Services. Personnel from different Contractors may be paired to place additional Rescue Units in service.

(f) **Payment.** Payments shall be paid monthly in arrears in (approximately) equal monthly installments.

(g) **Station/Overhead Allowable Costs.** Contractor shall be reimbursed for station and overhead costs in accordance with Resolution 14-65 or a successor Resolution approved by the Authority. Such payment shall be made by the Authority to the Contractor after receipt of the audit attestation shown in Appendix D.

(h) **Extraordinary Budget Increase.** If any proposed budget submitted by Contractor to the Authority for the following Fiscal Year should exceed three (3) percent of the prior Fiscal Year’s budget, Authority and Contractor agree to reopen this Section 701 to negotiate, no later than May 1<sup>st</sup> of the then current Fiscal Year, the Annual Compensation for the following Fiscal Year. For any Fiscal Year in which Section 701 is reopened to negotiate the Annual Compensation for the following Fiscal Year, if Authority and Contractor cannot reach agreement on the Annual Compensation by June 30<sup>th</sup>, this Agreement shall terminate on the last day of the then current Fiscal Year. Contractor and Authority must approve the final negotiated Appendix “A” prior to the beginning of the next Fiscal Year if the proposed budget for the following Fiscal Year will exceed three (3) percent increase from the prior Fiscal Year’s budget.

**SECTION 702. CME AND PUBLIC EDUCATION REIMBURSEMENT.**

(a) **Learning Management System.** The Authority shall reimburse annually, in the first payment in each Fiscal Year, the Contractor’s cost for the use of the Learning

Management System for its students. Such reimbursement shall be fifty percent (50%) of the costs of use of the Learning Management System up to \$60.00 per student per Fiscal Year (does not include payment for student training time). The reimbursement amount shall not exceed \$125,000.00 in any Fiscal Year.

**(b) Reimbursement for CME Instructors.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's CME Instructor hours that are actually performed and preapproved in writing, through the published master EMS training calendar by the Authority. Contractor may establish a rate of pay for CME Instructor which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$1,000,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for CME training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

**(c) Reimbursement for Public Education/Prevention/Community Paramedic Programs.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the

Contractor's Public Educator/Community Paramedic hours that are actually performed and preapproved in writing, through the published master EMS public education/prevention/community paramedic calendar, by the Authority. Contractor may establish a rate of pay for Public Educator/Community Paramedic which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for Public Educator/Community Paramedic hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$250,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Public Education/Community Paramedic programs. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

**(d) Reimbursement for Participation in Countywide Quality Improvement Committees.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Field Personnel to participate in countywide quality improvement committees based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority

shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$25,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for quality improvement committees. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

**(e) Reimbursement for Participation in Countywide Advanced Practice Paramedic Medical Training.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Advanced Practice Paramedics to attend and participate in countywide medical training for special operations teams based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. It is recognized by the Parties that no

payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Advanced Practice Paramedic medical training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

**SECTION 703. DEDUCTION FOR FAILURE TO PROVIDE FIRST RESPONDER**

**UNIT.** In the event Contractor fails to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit instead of an ALS First Responder Unit, for an extended period (as described below) of time and without the advance approval of the Authority, the Authority may deduct an amount equal to the Contractor's Unit Hour Compensation multiplied by each hour or portion thereof for each day or portion thereof that the Contractor has failed to provide an ALS First Responder Unit. Such deduction shall be made from the following monthly Annual Compensation payment. For purposes of this Agreement, an extended period of time means, with respect to mechanical problems and personnel, more than four (4) consecutive hours in any given day, and with respect to training, more than ten (10) hours in any given day; provided however that Section 703 shall not be applicable when the Executive Director has waived the provisions of Section 703, or when Contractor has failed to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit during periods of Uncontrollable Circumstances.

**SECTION 704. PROVISION OF BILLABLE PATIENT CARE REPORT.**

In the event that the Contractor transports a Patient, in compliance with the then current Medical Operations Manual transport protocols, Contractor shall provide a billable Patient Care Report to the Authority within four (4) business days from the date of service. The report shall include, at a minimum, the medical reason for Transport, the Patient's condition, the Patient's demographic information, the Transport mileage, and all medical care rendered. Contractor's Field Personnel shall obtain the Patient's signature and any other signatures necessary to process a bill.

**SECTION 705. ADJUSTMENT FOR EXTRAORDINARY COST INCREASES.**

Contractor may apply for and receive prospective compensation adjustments to the Annual Compensation as necessary to offset documented increases in Contractor’s cost of production directly resulting from increases in the prices paid by Contractor for fuel due to Unforeseen Circumstances and subject to the following stipulations:

- (a) Contractor must document, using generally accepted accounting procedures, the actual financial impact of the increased fuel prices upon Contractor’s costs of production.
- (b) Only the effects of increased direct fuel prices-excluding any effects of increased fuel consumption, overhead allocations and indirect costs-shall be considered.

**SECTION 706. FUNDS TO BE USED SOLELY FOR EMS FIRST RESPONSE.**

Contractor recognizes that monies received hereunder are derived from the EMS Mill and that the EMS Mill, pursuant to referendum, has been dedicated solely to the provision of Emergency Medical Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein. Contractor shall have an Annual External Audit conducted by a Certified Public Accounting firm to verify the Authority funded EMS income, Authority funded EMS expenditures, and Authority funded EMS reserves. The Annual External Audit shall include the “EMS Financial Information Attestation Form” prepared by the Contractor and signed by the Contractor’s auditor. The required “EMS Financial Information Attestation Form” is attached as Appendix D. Contractor shall provide to Authority the audited financial statement that includes the “EMS Financial Information Attestation Form” within ten (10) business days of Contractor’s receipt of the Annual External Audit. The cost of the Annual External Audit will be expended from Contractor’s EMS funds. Contractor shall ensure that personnel cost reimbursements from the Authority for special operations training, continuing medical education instruction, public education, or other reimbursements are not funded twice (i.e. funding provided in the submitted budget and reimbursement made by the Authority.)

**SECTION 707. FUTURE/ADDITIONAL SERVICES.** Contractor ~~and Authority~~ understands that, in the future, health care delivery and Emergency Medical Services may evolve to include pathway management, an expanded scope of practice, primary care services or other activities where EMS resources provided under this Agreement may be used. Contractor and Authority shall discuss the manner in which such additional services shall be ~~ae~~affected, evaluate the relationship of such services; and determine the impact of such services on the EMS system. Contractor's obligations shall be limited to those specifically set forth in this Agreement. Contractor shall not be responsible for providing any additional services unless Contractor agrees in writing to provide such additional services.

**SECTION 708. ADDITIONAL UNITS.**

(a) **Authority Funded.** During the term of the Agreement, the Authority may determine that additional Authority Funded Unit(s) are needed. Additionally, Contractor may request that consideration be given for approval of an additional Authority Funded Unit. If the Authority determines that additional Authority Funded Unit(s) are needed from Contractor, then Authority and Contractor shall negotiate a mutually agreeable compensation for such additional Authority Funded Unit(s). In those instances where the Contractor requests Authority to approve additional Authority Funded Unit(s), the Authority shall meet with the Contractor to determine the need for the requested Authority Funded Unit(s). If approved, the Authority will negotiate a mutually agreeable compensation for such additional Authority Funded Unit, Units or Unit Hours. Compensation for such additional Authority Funded Unit(s), or Unit Hours, shall begin upon approval by the Authority through the approval of an updated Appendix "A" by the Parties.

(b) **Contractor-Funded.** Contractor and Authority understand that the EMS System is a unified, integrated system requiring the cooperation of all providers in the EMS System. To ensure coordinated implementation of any improvements to the EMS System and to ensure the integrity of the EMS System, if Contractor desires to operate additional ALS First Responder Unit(s) as a Contractor Funded Unit, Contractor will obtain approval from the Authority in writing prior to operating the Contractor Funded Unit.



Contractor may elect to cease operation of a Contractor Funded Unit at its sole discretion. Contractor is responsible for all costs associated with staffing, equipping and operating such Contractor Funded Units. The Authority shall provide Medical Control and medical equipment and supplies for authorized Contractor Funded Units.

**SECTION 709. AUDITS AND INSPECTIONS.** At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the Authority or Medical Director may observe Contractor's operations. Contractor shall make available to Authority for its examination, its records with respect to all matters covered by this Agreement, and Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Contractor shall make available to the Medical Director its records with respect to all clinical matters covered by this Agreement and the Medical Director may audit, examine, copy and make excerpts or transcripts from such records and inspections to the extent permitted by law.

The Authority's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Contractor in advance of any such visit.

Records relating to contract activities shall be retained for three (3) years from final payment in each year.

All representatives of the Authority, Medical Control Board and Medical Director who observe Contractor's operations or audit or examine Contractor's records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Contractor's employees' duties. Audits and inspections shall be done to the extent permitted by law.

**SECTION 710. FISCAL NON-FUNDING.** In the event sufficient budgeted funds are not available for a new Fiscal Year, the Authority shall timely notify Contractor of such

occurrence prior to the end of the current Fiscal Year and this Agreement shall terminate on the last day of current Fiscal Year.

**ARTICLE VIII**  
**TERM AND TERMINATION**

**SECTION 801. TERM.** The initial term of this Agreement shall be for five (5) years, commencing October 1, 2024 and ending at midnight September 30, 2029, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to Authority and Contractor approval prior to July 1, 2029, which is subject to Authority, City Council or District approval prior to September 30, 2029. References in this Agreement to “Term” shall include the initial term of this Agreement and all extensions thereof. The effective date of this agreement shall be retroactive to October 1, 2024 for reimbursement purposes.

**SECTION 802. TERMINATION.**

(a) **By Authority for Cause.** This Agreement may be terminated by the Authority for cause upon twenty (20) days written notice to Contractor. For purposes of this section 802(a), “cause” shall mean (1) the event that Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the Authority shall provide written notice of such breach and Contractor shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

(b) **By Contractor for Cause.** This Agreement may be terminated by Contractor for cause upon twenty (20) days written notice to the Authority. For purposes of this section 802(b), “cause” shall mean a material breach by the Authority of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of

a breach of any term, covenant or warranty, Contractor shall provide written notice of such breach and the Authority shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c) **By Authority or Contractor without Cause.** This Agreement may be terminated without cause by Contractor or the Authority upon six (6) months written notice to the other Party.

(d) **Provision of Emergency Medical Services upon Termination.** In the event of termination of this Agreement by either Contractor or the Authority, Contractor shall continue to participate in the EMS System and Emergency Medical Services shall be provided in Contractor's EMS District in accordance with the Special Act and EMS Ordinance, and the Authority shall compensate Contractor in accordance with the Special Act.

**SECTION 803. RESOLUTION OF DISPUTES.** To the extent that Contractor and Authority cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, except for any dispute concerning the Annual Compensation or §701, Contractor and Authority shall appoint an ad-hoc committee consisting of one mutually agreed upon representative from the Medical Control Board, the EMS Advisory Council, and the Pinellas County Fire Chiefs Association to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party's submittal of its interpretation of the Agreement and may request additional information as necessary. The committee shall complete its review within sixty (60) days of the date that the Committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractor. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractor, either Party may thereafter refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon representatives for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but

mediation fails to resolve the dispute, either Party may pursue its legal remedies, including the Chapter 164 process, and, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

**ARTICLE IX**  
**MISCELLANEOUS**

**SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT.** The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Contractor agrees that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation or national origin. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

**SECTION 902. NOTICES.** All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

**If to Authority:** Executive Director, Pinellas County EMS Authority  
Pinellas County EMS & Fire Administration  
12490 Ulmerton Road – Suite 134  
Largo, Florida 33774

**If to Contractor:** See Appendix B

**SECTION 903. ENTIRE AND COMPLETE AGREEMENT.** Subject to Section 912, this Agreement, as amended, and all Appendices hereto, constitute the entire and

complete agreement of the Parties and supersedes all prior and similar agreements and amendments with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

**SECTION 904. OTHER DOCUMENTS.** Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

**SECTION 905. APPLICABLE LAW.** Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

**SECTION 906. WAIVER.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed necessary. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

**SECTION 907. SEVERABILITY.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein.

**SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR.** The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the Authority or Pinellas County.

**SECTION 909. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT.** This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty or obligation of the Contractor under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the Authority.

**SECTION 910. HEADINGS.** Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

**SECTION 911. COUNTERPARTS.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

**SECTION 912. NO WAIVER OF RIGHTS UNDER SPECIAL ACT.** This Agreement, and specifically its provisions related to the Annual Compensation, is being entered into to resolve a dispute between the parties regarding the determination of the Annual Compensation to be paid to Contractor by the Authority. Authority and Contractor have worked together in good faith to reduce spending under the EMS Mill based upon the extraordinary economic times facing local governments at present. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority that any actions or determinations taken in order to reach agreement herein not be seen as a waiver of any rights, claims or defenses that either the Contractor, or the Authority may have under the Special Act. Furthermore, Contractor does not necessarily agree that the Annual Compensation provided under this Agreement constitutes reasonable and customary cost reimbursement by the Authority as required by the Special Act, and, by entering into this Agreement does not waive any rights, claims or defenses that Contractor may have with regard to the determination of reasonable and customary costs in any year not governed by this Agreement. Therefore, the Annual Compensation paid to the Contractor pursuant to this Agreement shall not be used as evidence in any dispute regarding the reasonable and customary costs to be reimbursed by the Authority to the Contractor.

[Signature Page to Follow]

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

ATTEST:  
KENNETH BURKE, CLERK

PINELLAS COUNTY 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**

<b>Contractor</b>	Madeira Beach
<b>EMS District(s)</b>	Madeira Beach EMS District Redington Beaches EMS District
<b>Authority Funded Units</b>	Truck 25 FY25-26 Redington Beach Medic (1 Position)
<b>Contractor Funded Units</b>	Medic 25
<b>EMS Coordination</b>	EMS Coordinator – 50% FTE Madeira Beach 500
<b>FY24-25 Annual Compensation</b>	\$732,432.00  FY25-26 and subsequent years per the submitted budget including the Redington Beach Medic.
<b>Projected Capital</b>	FY24-25 Redington Beach Medic Unit, Madeira Beach 500 FY25-26 None FY26-27 None FY27-28 None FY28-29 None



**Appendix B**  
**ALS First Responder Contractors**

City Manager  
CITY OF CLEARWATER  
112 S. Osceola Avenue  
Clearwater, FL 33756

City Manager  
CITY OF DUNEDIN  
P O Box 1348  
Dunedin, FL 34697

Chairman, Board of Commissioners  
EAST LAKE TARPON  
SPECIAL FIRE CONTROL DISTRICT  
3375 Tarpon Lake Boulevard  
Palm Harbor, FL 34685

City Manager  
CITY OF GULFPORT  
2401 53rd Street South  
Gulfport, FL 33707

City Manager  
CITY OF LARGO  
P O Box 296  
Largo, FL 33779-0296

Chairman, Board of Commissioners  
LEALMAN  
SPECIAL FIRE CONTROL DISTRICT  
4360 55th Avenue North  
St. Petersburg, FL 33714

City Manager  
CITY OF MADEIRA BEACH  
300 Municipal Drive  
Madeira Beach, FL 33708

City Manager  
CITY OF OLDSMAR  
100 State Street West  
Oldsmar, FL 34677-3655

Chairman, Board of Commissioners  
PALM HARBOR  
SPECIAL FIRE CONTROL DISTRICT  
250 W. Lake Road  
Palm Harbor, FL 34684

City Manager  
CITY OF PINELLAS PARK  
P O Box 1100  
Pinellas Park, FL 33780-1100

Chairman, Board of Commissioners  
PINELLAS SUNCOAST  
FIRE & RESCUE DISTRICT  
304 First Street  
Indian Rocks Beach, FL 33785

City Manager  
CITY OF SAFETY HARBOR  
750 Main Street  
Safety Harbor, FL 34695-3597

City Manager  
CITY OF ST. PETE BEACH  
155 Corey Avenue  
St. Pete Beach, FL 33706-1701

City Manager  
CITY OF SEMINOLE  
9199 113<sup>th</sup> Street North  
Seminole, FL 33772-2806

City Clerk  
CITY OF SOUTH PASADENA  
7047 Sunset Drive South  
South Pasadena, FL 33707-2895

City Manager  
CITY OF TARPON SPRINGS  
324 Pine Street East  
Tarpon Springs, FL 34689

City Manager  
CITY OF TREASURE ISLAND  
120 108th Avenue  
Treasure Island, FL 33706-4794

## **Appendix C** **EMS Equipment**

### **Provided by the Authority:**

- All Medical Supplies and Equipment authorized by the Authority.

#### EKG Monitor / Defibrillator and AEDs

- Stryker Lifepak 15 V4+ EKG Monitor Defibrillators with the minimum clinical specifications: biphasic defibrillation, external pacing, 12 lead acquisition/transmission, pulse oximetry, waveform capnography, and non-invasive blood pressure monitoring.
- Preventative maintenance/repair, cases, wireless data connectivity, battery chargers and batteries as needed.
- All EKG disposable supplies and cables to include, but not limited to, EKG electrodes, Defib/Pacing pads, AED Pads, Q-CPR Meters, and pads, 5 Lead Limb and Chest cables, EKG Main/Therapy/12 Lead Cables, Patient Cables, NIBP cuffs and hoses, Pulse Oximetry cables and probes, and Capnography disposable supplies. Durable accessories will be replaced periodically due to wear and tear. Durable accessories that are lost, stolen, or damaged will be subject to Section 507 of this agreement.

Stryker Lifepak 15 V4+ EKG Monitor Defibrillators or successor model, in the same configuration above shall be utilized for reserve and spare equipment. The specific quantity shall be determined by the Authority.

### **Provided By Contractor:**

- Rescue equipment required by the Department or Florida Law

**Appendix D**  
**EMS FINANCIAL INFORMATION ATTESTATION FORM**

**Instructions:**

In accordance with the ALS First Responder Agreement, funds provided by the EMS Authority must be used solely for EMS Allowable Costs. Any unspent balance at the conclusion of a fiscal year must be accounted for and returned to the EMS Authority.

The following form is provided for consistent cost reporting and shall be submitted within ten (10) business days of Contractor's receipt of Annual External Audit.

**To be completed by Contractor:**

City or Fire District (Contractor) \_\_\_\_\_

Fiscal Year \_\_\_\_\_

Name of Person Completing Form \_\_\_\_\_

Phone Number and Email Address \_\_\_\_\_

1. EMS Funding Received by Contractor \$ \_\_\_\_\_

2. EMS Allowable Costs Incurred by Contractor \$ \_\_\_\_\_

3. Difference (If excess, amount due to Pinellas County) \$ \_\_\_\_\_

**PLEASE INCLUDE A COPY OF ANNUAL AUDIT AND  
SUPPORTING DOCUMENTATION AS NEEDED.**

I certify the costs identified, in line 2 above, are related to EMS Authorized positions and units and comply with the EMS Allowable Cost Standards contained in Pinellas County EMS Resolution 09-38. I certify that I have reviewed payroll registers, salary and benefit actual expenditures, actual relief staffing costs incurred to maintain continuous staffing of Authority authorized positions, and actual costs of supervision, fuel, maintenance and repairs and other allowable costs.

\_\_\_\_\_  
Signature and Date, Contractor's External Auditor

Appendix E

Instructor Reimbursement Form



Agency \_\_\_\_\_  
 CME Instructor Name \_\_\_\_\_

	Course Name (a)	Date	Start Time	Stop Time	Location	PCEMS Authorized Class Code (b)	Straight Time (ST) Overtime (OT) Backfill (BF)	Backfill Name (c)	Hours Worked (d)	Hourly Rate w/ benefits	Total Cost
1											\$ -
2											\$ -
3											\$ -
4											\$ -
5											\$ -
6											\$ -
7											\$ -
8											\$ -
9											\$ -
10											\$ -
11											\$ -
12											\$ -
13											\$ -
14											\$ -
15											\$ -
<b>TOTAL Reimbursement Amount:</b>											\$ -

\_\_\_\_\_  
*Print Name & Title    Submitted By - Authorized Signature    Date*

**Notes:**

- One Instructor per form
- (a) Course Name (i.e. January 2016 CME, EMS System Orientation, PHTLS, ACLS, TCCC, etc.)
- (b) For reimbursement the class must be preauthorized by PCEMS through the issuance of a Authorized Class Code.
- (c) First Name, Last Name of person covering - must be same rank or below. Attach supporting documents.
- (d) Actual Hours Worked - Up to 60 minutes for preparation/setup, breakdown, paperwork and travel for each Class.

## Appendix F

### EMS Coordination Duties and Responsibilities

#### LICENSURE/CERTIFICATION/REGULATORY

1. State EMS License and vehicle permits are maintained and renewed.
2. All Federal and State Laws and Administrative Codes are followed.
3. All EMS Rules & Regulations and Medical Operations Manual Protocols are followed.
4. Coordinates and monitors activities of the Contractor as to its function to provide Advanced Life Support (ALS) First Responder Services.
5. Regularly inspects Contractor's agency, units and personnel for compliance with all regulatory requirements for personnel certification and training and equipment and supplies.
6. State recertification of Field Personnel is completed in a timely manner.
7. All paperwork for the County Certification of Field Personnel is submitted in a timely manner.

#### LIASION

8. Serve as the liaison between the Contractor, the EMS Medical Director and the Authority's Executive Director for matters related to ALS First Responder Services.
9. Ensure a positive and collaborative relationship is maintained.
10. Ensure that the EMS Medical Director is notified of reportable incidents in a timely manner.
11. Participate regularly in EMS-related meetings.

#### EQUIPMENT AND LOGISTICS

12. Controlled Substances are handled in accordance with applicable laws and regulations.
13. ECG Monitors, Tablet Computers and other assets provided by the Authority are kept in good working order and assets managed and tracked.
14. Vehicles and medical bags are stocked in accordance with the Medical Operations Manual.
15. Only necessary Medical Supplies and Equipment are maintained to reduce loss to inadequate stock rotation.
16. Maintain security and record keeping of all medications held by the Contractor.
17. Maintain Level "C" Personal Protective Equipment and Ballistic Vests/Helmets.
18. Hand receipts for assets are signed and Inventory control procedures are followed.

#### PATIENT CARE REPORTS

19. Patient Care Reports are filed and reviewed in accordance with procedure established by the Medical Director using quality management software.
20. Review EMS patient care reports to ensure proper care and treatment and determine areas for improvement.
21. ALS First Responder Transport Patient Care Reports are properly documented and submitted.

## PERFORMANCE METRICS

22. Reviews and monitors response times, customer satisfaction, clinical performance, and other performance metrics to attain and maintain a high level of service and to correct performance deficiencies when noted.

## QUALITY ASSURANCE

23. Investigates complaints from patients and concerned citizens, manages Quality Assurance Reviews and Medical Case Reviews in accordance with the EMS Rules & Regulations.
24. Prepare and forward justification for Certificates of Merit or other recognition requests for individuals who, by their actions, have performed exceptionally and deserve acclaim.
25. Determine the proficiency and skill level of provisional Paramedics and EMTs prior to recommending County Certification.
26. Attending and actively participating in EMS-related meetings and quality improvement committees.

## CONTINUING MEDICAL EDUCATION

27. Ensure that all Contractor Field Personnel comply with continuing medical education and other training requirements in accordance with the EMS Rules & Regulations.
28. Assist in the coordination of CME Instructors, Equipment and Training Sites.
29. Monitor the clinical competence of Field Personnel through the observation of training.

## FIELD RESPONSE AND SUPERVISION

30. Routinely responds to EMS Incidents to oversee clinical competence and Patient care in accordance with procedures established by the Medical Director.
31. Respond to large-scale EMS Incidents to assist in incident command, triage, logistics, or other duties as indicated by the magnitude of the incident.

## INFECTION CONTROL OFFICER

32. Ensures the Contractor has an active Designated Infection Control Officer and infection control program.
33. Coordinate with the Ambulance Contractor, EMS Medical Director, Public Health and Hospitals to ensure all significant exposure incidents are actively managed. This shall include making notifications, verification and documentation of exposures, and ensuring any treatment and medical follow-up occur.

Appendix G - (Business Associate Agreement to be attached)



**EMERGENCY MEDICAL SERVICES  
ALS FIRST RESPONDER AGREEMENT**

**CITY OF MADEIRA BEACH**

**October 1, 2024**

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

**EMERGENCY MEDICAL SERVICES  
ALS FIRST RESPONDER AGREEMENT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the CITY OF MADEIRA BEACH, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority").

**RECITALS**

1. The Authority is a special district created for the purpose of providing Emergency Medical Services throughout Pinellas County ("County"), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended ("The Acts").
2. The Authority has determined that a single-tier all Advanced Life Support ("ALS") EMS system with a first responder component and a transport component is in the best interest of public safety, health and welfare.
3. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services (as defined herein) and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services.
4. The Authority wishes to continue to provide for the long-term direction and financial stability of the entire Emergency Medical Services system through working with the First Responder agencies to control costs.
5. Authority is authorized to enter into agreements for Emergency Medical Services and the Contractor is willing and able to provide First Responder Services (as defined herein).

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:

**ARTICLE I**  
**THE AGREEMENT**

**SECTION 101. RECITALS AND PURPOSE.** The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of ALS First Responder Services in the County.

**SECTION 102. COOPERATION.** The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

**SECTION 103. CONTRACT DOCUMENTS.** The following Appendices are attached to and made part of this Agreement:

- Appendix A.** ALS First Responder Profile
- Appendix B.** ALS First Responder Contractors
- Appendix C.** EMS Equipment
- Appendix D.** EMS Financial Information Attestation Form
- Appendix E.** Instructor Reimbursement Form
- Appendix F.** EMS Coordination Duties and Responsibilities

Subject to Section 912, this Agreement, together with the foregoing Appendices, constitutes the entire Emergency Medical Services ALS First Responder Agreement between the Parties with respect to the provision of ALS First Responder Services, except to the extent that HIPAA (Health Insurance Portability and Accountability Act) requires additional agreements, which will be handled separately, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services.

**SECTION 104. SCOPE OF SERVICES.** The services to be performed by the Contractor under this Agreement include the following:

- (a) The response of an ALS First Responder Unit to the scene of an EMS Incident.
- (b) The on-scene Patient care by Field Personnel.
- (c) The continuation of Patient care, when Contractor’s Paramedic accompanies the Patient during transport by the Ambulance Provider or medical helicopter.
- (d) The transport of Patients to a medical facility by a Rescue Unit shall be in accordance with Florida Statute 401.33 and the then current Medical Operations Manual, Transport Protocols.
- (e) The episodic utilization of CME Instructors and Public Educators/Community Paramedics by participating Contractors.

Such services shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

**ARTICLE II**  
**DEFINITIONS**

**SECTION 201. WORDS AND TERMS.** Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

“**ALS**” means Advanced Life Support.

“**ALS First Responder Services**” means the response of an ALS First Responder Unit to an EMS Incident and, if necessary, on-scene Patient care by EMTs and Paramedics, all in accordance with the protocols of the Authority.

“**ALS First Responder Station**” means any location designated by the Contractor and approved by the Authority at which an ALS First Responder Unit, with the minimum staffing required herein, is located.

“**ALS First Responder Unit**” means any of the ALS permitted vehicles provided by Contractor under this Agreement and listed on Appendix A; each of which is equipped to provide Advanced Life Support services and is used for rapid

response to an EMS Incident. ALS First Responder Units may include, but not be limited to: ALS engines, Transport capable rescue units and non-Transport capable rescue units.

**“Advanced Life Support”** means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

**“Advanced Practice Paramedic” or “APP”** means a certified paramedic who, through additional training and demonstration of expertise, is authorized by the EMS Medical Director to perform specific diagnostic and/or therapeutic modalities beyond the usual scope of practice of a certified Paramedic. The APP's expanded scope of practice applies only during the operation of, and in support of, the specific special operations team to which they are trained and certified as defined in the EMS Rules and Regulations.

**“Ambulance”** means a vehicle constructed, equipped and permitted as an ALS Ambulance, pursuant to the rules of the Department for the transportation of Patients.

**“Ambulance Contractor”** means the entity selected by the Authority to provide ambulance service countywide.

**“Annual Compensation”** means the professional services fee listed on Appendix A, as may be adjusted pursuant to the terms of this Agreement.

**“Annual External Audit”** means an audit conducted by an external certified public accountant, retained by the Contractor, who at the end of each Fiscal Year verifies and attests that the Contractor has complied with the requirement to utilize EMS funds solely for EMS purposes in accordance with Section 706 through the submission of the form shown on Appendix D.

**“Authority”** means the Pinellas County Emergency Medical Services Authority, a special district established by Chapter 80-585, Laws of Florida, as amended.

**“Authority Funded Unit”** means an ALS First Responder Unit authorized and funded by the Authority pursuant to the terms of this Agreement.

**“Automatic Aid/Closest Unit Response Agreement”** means the agreement by and

between every political subdivision and fire control districts within Pinellas County dated October 16, 1990.

“**BLS**” means Basic Life Support.

“**BLS First Responder Unit**” means a vehicle equipped to provide Basic Life Support only.

“**Basic Life Support**” means treatment of medical emergencies by a qualified person through the use of techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

“**CAD**” means the computer aided dispatch system.

“**Caller**” means a person accessing the response system by telephone.

“**Condition 1**” means the normal operation of the EMS System in which Patient Transport is handled by the Ambulance Contractor.

“**Condition 3 Medical**” or “**Condition 3M**” means the procedure to allow ALS First Responder Transport of Patients utilizing Rescue Units during peak periods at the request and approval of the Executive Director or designee.

“**Continuing Medical Education**” or “**CME**” means the medical education training program, through distance learning or classroom-based courses, provided in accordance with the EMS Rules & Regulations.

“**CME Instructor**” means a County Certified Paramedic, County Certified EMT or County Certified nurse, employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular CME classes, specialized Courses, EMS System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment.

“**Contractor**” means any one of the entities described on Appendix B.

“**Contractor Funded Unit**” means an ALS First Responder Unit, approved by the Executive Director, which is funded and operated by the Contractor for their operational flexibility, but, the additional Unit is not necessary for the Contractor to meet its obligations under the terms of this Agreement.

- “County”** means Pinellas County, Florida, a political subdivision of the State of Florida.
- “County Certified”** means authorized to work in the EMS System in accordance with requirements established by the Medical Control Board, the Medical Director and approved by the Authority.
- “Course”** means any individual CME offering available online through a sufficient number of classroom-based training classes. Regular CME Courses, whether online or classroom based, will be two (2) hours in duration.
- “Department”** means the State of Florida Department of Health.
- “Disaster”** means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS system.
- “Emergency Medical Technician” or “EMT”** means any person who is trained in Basic Life Support, who is County Certified and who is certified by the Department to perform such services in emergency situations.
- “Emergency Medical Services” or “EMS”** means the services provided by the Contractor pursuant to Section 104.
- “EMS Advisory Council”** means the advisory board established by the Special Act.
- “EMS Districts”** means the districts designated by Authority pursuant to the Special Act and Resolution 14-66, as may be amended.
- “EMS Emergency”** means any occurrence or threat thereof in the County, any municipalities therein, or in Pasco, Hillsborough or Manatee County, which may result in unusual system overload and is designated as an EMS Emergency by the Executive Director or Authority.
- “EMS Equipment”** means the equipment listed on Appendix C, as may be amended from time to time by the Executive Director.
- “EMS Incident”** means an emergency or non-emergency request processed through the Regional 9-1-1 Center that needs or is likely to need medical services.
- “Emergency Response”** means, for the purposes of measuring response time compliance in Section 403, the act of responding to a request for services in which the Priority Dispatch Protocols have determined that red lights and sirens will be used.

**“EMS Mill”** means the ad valorem real property tax imposed by the Authority pursuant to the “Special Act”, Laws of Florida, as amended.

**“EMS Ordinance”** means Chapter 54, Article III of the Pinellas County Code, as may be amended.

**“EMS System”** means the network of organizations and individuals, including, but not limited to the Authority, Ambulance Contractor, the Contractors, the EMS Advisory Council, the Medical Control Board and the Medical Director, established to provide Emergency Medical Services in Pinellas County.

**“Executive Director”** means the Director of the EMS System, or his or her designee.

**“First Due Unit”** means the ALS First Responder Unit, within Contractor’s primary response area, predetermined to be the nearest to the EMS Incident, in accordance with Section 409 hereof.

**“Field Personnel”** means Paramedics and EMTs employed by Contractor.

**“First Responder Services”** means ALS First Responder Services.

**“Fiscal Year”** means the year commencing on October 1 of any given year and ending on September 30 of the immediately succeeding year.

**“Force Majeure”** means any act, event, or condition, other than a labor strike, work stoppage or slowdown, that has had or may reasonably be expected to have a direct material adverse effect on the rights or obligations of either Party under this Agreement, and such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include but shall not be limited to: an act of God (except normal weather conditions for the County), epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

**“Just Culture”** means the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and Client services; supporting a professional environment and culture that



encourages and supports our Certified Professionals; understands human errors occur and how accountability is assured through consoling, coaching, counseling, Remedial Training or corrective action.

**“Learning Management System”** means the integrated fire and EMS software system utilized by Provider Agencies for online training, classroom-based training attendance tracking, in-service education; dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority’s staff and Medical Director shall have administrative rights to upload Emergency Medical Services Continuing Medical Education and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all students, and reports for CME Instructor activity. All Contractors will utilize the common software platform, Target Solutions, or a successor software product as determined by the Authority upon agreement with the CME steering committee as defined in the EMS Rules & Regulations.

**“Medic Unit”** means a non-Transport capable ALS First Responder Unit.

**“Medical Case Review”** means a review conducted by the EMS Medical Director or designee, with all Certified Professionals involved with a case, to closely examine the care of a Patient using a positive and educational approach to determine where gaps in knowledge or errors occurred. Such Medical Case Reviews shall be conducted with a Just Culture framework to ensure a positive and supportive culture that encourages quality Patient care.

**“Medical Control”** means the medical supervision of the EMS System provided by the Medical Director.

**“Medical Control Board”** means the board appointed by Authority pursuant to the EMS Ordinance and having the duties and responsibilities set forth in the EMS Ordinance.

**“Medical Direction”** means supervision by Medical Control through two-way communication or through established standing orders, pursuant to rules of the Department.

**“Medical Director”** means a licensed physician, or a corporation, association, or

partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the EMS System.

**“Medical Operations Manual”** means the clinical guidelines, prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

**“On-Scene Equipment Exchange Program”** means the Authority’s program whereby an equipment item, such as backboards and immobilization devices, which may be amended by the Executive Director, is employed by Contractor in the course of preparing a Patient for transport and the ambulance personnel replaces the same from its own on-board inventory.

**“Paramedic”** means a person who is trained in Basic and Advanced Life Support, who is County Certified, and who is certified by the Department to perform Basic and Advanced Life Support procedures pursuant to the provisions of state statute, regulations and the Medical Operations Manual.

**“Party” or “Parties”** means either the Authority or the Contractor, or both, as the context of the usage of such term may require.

**“Patient”** means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

**“Priority Dispatch Protocols”** means the protocols adopted by the Authority, and as may be amended from time to time, governing the EMS System’s response to the different types of service requests.

**“Public Educator/Community Paramedic”** means a County Certified Paramedic or County Certified EMT, or approved public educator employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program or to complete a specific task assignment related to EMS public education/community outreach.

**“Regional 9-1-1 Center”** means the Communications Center and related telephone,

radio and data systems operated and maintained by Pinellas County as the countywide Public Safety Answering Point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the Priority Dispatch Protocols; providing for the dispatch of all BLS and ALS First Responder Units to EMS Incidents; and providing for the ongoing communications via radio and wireless data systems.

**“Rescue Unit”** means a transport capable ALS First Responder Unit.

**“Response”** means the act of responding to a request for services, which act begins when ALS First Responder Units are dispatched to an EMS Incident.

**“Response Time”** means the period of time commencing when an ALS First Responder Unit is dispatched to an EMS Incident and ending when Contractor's first ALS First Responder Unit arrives on the scene of the incident.

**“Rules and Regulations”** means the rules and regulations adopted by the Authority, which is subject to amendment.

**“Run Cards”** means the Regional 9-1-1 Center's computer aided dispatch software database that, based upon the location of the EMS Incident and a predetermined listing of ALS First Responder Units which the Contractor has determined to be the closest by travel time or most appropriate in ranked order, recommends the closest or most appropriate ALS First Responder Unit(s) to respond to EMS Incidents, or successor methods such as global positioning satellite (GPS) automatic vehicle location (AVL) systems.

**“Special Act”** means Chapter 80-585, Laws of Florida, as amended.

**“Special Events”** means non-emergency events, such as sporting events, parades, festivals and other group or mass gatherings, which may require BLS or ALS medical coverage.

**“State”** means the State of Florida.

**“State of Emergency”** means a Disaster which has been declared by proclamation of the State, County or a municipality in the County.

**“Total Unit Hour Compensation”** means Unit Hour Compensation multiplied by the number of Authority Funded Units provided by this Agreement.

**“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.

**“Transport”** means the transportation of Patients to a medical facility by Ambulance or Rescue Unit.

**“Uncontrollable Circumstance”** means a Force Majeure, an EMS Emergency or a State of Emergency.

**“Unforeseen Circumstances”** means circumstances which could not reasonably be foreseen by the Parties at the time of execution of this Agreement.

**“Unit Compensation”** means the Annual Compensation in a Fiscal Year divided by the number of Authority Funded Units provided by this Agreement.

**“Unit Hour Compensation”** means the Unit Compensation divided by Eight Thousand, Seven Hundred and Sixty (8,760) Hours.

**SECTION 202. TERMS GENERALLY.** Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, except as the context may otherwise require. The words “agree”, “agreement”, “approval” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed”, except as the context may otherwise require.

### **ARTICLE III** **REPRESENTATIONS**

**SECTION 301. REPRESENTATIONS OF AUTHORITY.** Authority represents to Contractor that each of the following statements is presently true and correct:

(a) **Existing.** Authority has all requisite power and authority to carry on its

business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of and has been or will be duly executed and delivered by Authority and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on Authority.

(c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Authority enforceable against Authority in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **Financial Capability.** Authority is fully capable, financially and otherwise, to perform its obligations hereunder, subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

(e) **No Litigation.** There are no pending, or to the knowledge of Authority, threatened actions or proceedings before any court or administrative agency to which Authority is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

**SECTION 302. REPRESENTATIONS OF CONTRACTOR.** Contractor represents to Authority that each of the following statements is presently true and correct:

(a) **Existing.** Contractor is a Florida municipal corporation or independent special district having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise control its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of and has been duly executed and delivered by Contractor

and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on the Contractor.

(c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **No Litigation.** There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) **Financial Capability.** Contractor is fully capable, financially and otherwise, to perform its obligations hereunder subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

## **ARTICLE IV**

### **DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

#### **SECTION 401. VEHICLES AND EQUIPMENT.**

(a) **Obligation to Provide Vehicles.** At all times during the term of this Agreement, Contractor shall provide the number of Authority Funded Units described on Appendix A. Contractor reserves the right to select and acquire vehicles and apparatus used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel.** Contractor shall be responsible for the maintenance and repair of ALS First Responder Units and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. Contractor shall maintain records of maintenance and fuel in order to document that ALS First Responder Units are maintained and used in accordance with this Agreement.

(c) **Staffing of Vehicles.** Each ALS First Responder Unit shall be staffed in compliance with Chapter 401, Florida Statutes, with a minimum of one (1) Paramedic. Contractor shall maintain records of staffing in order to document that ALS First Responder Units are staffed in accordance with this Agreement.

(d) **Equipment and Supplies.** With the exception of equipment maintained by the Authority in Section 507, Contractor shall furnish and maintain all EMS Equipment, required to be provided by the Contractor pursuant to Appendix C. Contractor shall also be responsible for the cost of replacing outdated medical supplies as provided in Section 504, which are lost through inadequate stock rotation; as well as the cost of medical supplies which are lost, stolen, damaged, or unaccounted for due to Contractor's negligence. The Authority shall be responsible for the cost of any medical supplies which are lost, stolen, or damaged due to a cause other than Contractor's negligence. Contractor shall be subject to the Authority's On-Scene Equipment Exchange Program.

(e) **Medical Communications Equipment.** Contractor shall be responsible for the replacement of all medical communications equipment that is lost, stolen or damaged due to Contractor's negligence. Contractor shall also be responsible for all routine maintenance of such equipment. The Authority shall be responsible for the replacement of any medical communications equipment that is lost, stolen or damaged due to a cause other than Contractor's negligence.

(f) **Inspections.** Contractor shall allow representatives of the Authority and of the Medical Director to inspect ALS First Responder Units, equipment and ALS First Responder Stations as may be reasonably required to determine compliance with this Agreement.

(g) **Patient Care Reporting System Equipment.** Contractor shall be responsible for the replacement of all field equipment for the Patient Care Reporting System (e.g. notebook computers) that is lost, stolen or damaged due to Contractor's negligence. The Authority shall be responsible for the replacement of field equipment for the Patient Care Reporting System that is lost, stolen or damaged due to a cause other than Contractor's negligence.

**SECTION 402. PRIORITY DISPATCH PROTOCOLS.** Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor

and the Authority shall cooperate in implementing periodic enhancements and improvements to the Priority Dispatch Protocols.

**SECTION 403.      RESPONSE TIME.** Response Time to not less than ninety percent (90%) of all EMS Incidents in a Fiscal Year which are (1) prioritized as an Emergency Response; (2) are within Contractor’s EMS District; and (3) for which Contractor’s ALS First Responder Unit is determined, in accordance with Section 409, to be the First Due Unit, shall be within seven (7) minutes and thirty (30) seconds or less; provided, however, that such Response Time standard shall not be applicable to Responses which occur during periods of Uncontrollable Circumstances or to Responses to remote areas or areas of limited accessibility, as requested by Contractor and approved by the Executive Director. The Authority and the Contractor desire to maintain Response Times for each EMS District at or below the Response Times now enjoyed by each respective EMS District. Such level of service is met by Authority Funded Units.

**SECTION 404.      CONTINUING MEDICAL EDUCATION.**

(a)      **Field Personnel.** Contractor shall make available its EMS personnel for Continuing Medical Education as required by state regulation, Rules and Regulations and the Medical Control Board. Satisfactory participation by Contractor’s Field Personnel in Continuing Medical Education provided and made available by the Authority shall constitute fulfillment of this obligation. Contractor shall be responsible for ensuring that its Field Personnel attend Continuing Medical Education training, either in classroom-based training or distance learning methods as determined by the Medical Director, in accordance with the Rules and Regulations. Contractor may prepare and submit to the Executive Director a report evaluating performance of the CME program. Contractor shall use any prepared forms that the Authority requests it to use for this evaluation.

(b)      **CME Instructors.** Contractors will use their best efforts to provide a sufficient number of CME Instructors to conduct courses. The Authority will use its best efforts to provide a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of First Responder units and ambulances up to one hundred eighty (180) classes per regular CME Course or ninety (90) classes for paramedic only CME Courses. Contractors understand the Authority is



responsible for the provision of CME instruction and if the pool of CME Instructors made available by the Contractors is deemed inadequate or insufficient by the Authority, the Authority may elect to provide the CME program directly or through another means.

**SECTION 405. MEDICAL QUALITY CONTROL.**

(a) **Medical Director.** The Medical Director of the EMS System shall also serve as medical director of Contractor's EMS or ALS First Responder Services. Contractor may not use or employ another Medical Director for the provision of Emergency Medical Services within Contractor's EMS District.

(b) **Rules and Regulations: Protocols.** Contractor shall fully comply with the Rules and Regulations, including the protocols established in the Medical Operations Manual.

(c) **Ride-Along.** Contractor shall allow the Medical Director and the Executive Director or their representative to ride in ALS First Responder Units during Responses to EMS Incidents. However, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, except as necessary to assure protocol compliance and good Patient care, and shall at all times be respectful of Contractor's employee/employer relationship. The Medical Director, Executive Director, or their representatives, shall provide proof of employment, proof of workers' compensation insurance and shall complete any waiver or release forms which may be required by the Contractor prior to riding in ALS First Responder Units.

(d) **On-Scene Patient Care.** Contractor shall comply at all times with the Authority's protocol for on-scene control of Patient care. If Contractor's Paramedic is requested to ride to the hospital with the Ambulance Contractor's Paramedic, Contractor's Paramedic shall comply. Contractor's Paramedic may also decide to ride to the hospital with Ambulance Contractor's Paramedic. Contractor shall be responsible for the return of the Paramedic from the hospital.

(e) **Special Events.** In the event Contractor provides either BLS or ALS medical coverage at a Special Event in their EMS District, Contractor shall be under the

auspices of the Authority, the Medical Control Board and the Medical Director. In providing medical coverage at a Special Event, Contractor shall comply with the Rules and Regulations and with the protocols established in the Medical Operations Manual. Authority Funded Units will not be used for dedicated special events coverage without the written approval of the Executive Director. Contractor and Authority will notify each other of large-scale Special Events, which may require additional resources or adversely affect the EMS System, to ensure coordinated event coverage.

(f) **Quality Assurance**. Contractor shall adhere to the quality assurance and quality management program established by the Medical Director and shall participate in quality assurance reviews.

**SECTION 406. MEDICAL CASE REVIEWS**. Medical Case Reviews may include access to data, records review, written and verbal statements by Field Personnel and EMS Coordinator, and attendance at interviews and informal and formal hearings, in accordance with the then current EMS Rules and Regulations and Florida Statute 401.425. Contractor shall cooperate in obtaining such records, verbal and written statements and ensure that its Field Personnel attend Medical Case Reviews when reasonably requested.

**SECTION 407. PERSONNEL**.

(a) **Training and Qualifications**. All Field Personnel employed by the Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the Authority for delivering Patient care and shall hold appropriate credentials in their respective EMS profession.

(b) **Standard of Conduct**. Contractor's personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from this standard of conduct. Contractor's Field Personnel shall be easily identified as EMTs or Paramedics while on scene of an EMS Incident.

(c) **Part-Time Employment**. Contractor shall not unreasonably restrict its employees from seeking or performing part-time employment with Authority's Ambulance Contractor.

(d) **EMS Coordinator.** Contractor shall designate a County Certified Paramedic as the EMS Coordinator who will be responsible for performing or supervising, at a minimum, the duties and responsibilities of EMS Coordination in accordance with **Appendix F.**

**SECTION 408. EMERGENCY ASSISTANCE**

(a) **State of Emergency Assistance within Pinellas County.** Immediately upon notification by the Authority of a State of Emergency within Pinellas County, Contractor shall commit such resources as mutually agreed upon by the Parties, given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. During a State of Emergency, Contractor shall be released from the requirements of Section 403 and the time requirements of Section 704(a). When Contractor ceases providing assistance with the State of Emergency, Contractor shall resume normal operations as rapidly as is practical and notify the Authority's authorized representative that Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations.

(b) **State of Emergency Assistance Outside of Pinellas County.** Contractor shall manage any State of Emergency assistance response outside of Pinellas County in a manner which does not prevent Contractor from rendering services in accordance with this Agreement.

(c) **EMS Emergency.** Immediately upon notification by the Authority of an EMS Emergency, Contractor shall assist in the locality where the EMS Emergency has occurred. The level of assistance provided by Contractor shall be mutually agreed upon by the Parties. During an EMS Emergency, the Contractor shall be released from the requirements of Section 403. When Contractor ceases providing assistance during an EMS Emergency, Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations. During the course of an EMS Emergency, Contractor shall use best efforts to continue to provide local ALS emergency coverage.

(d) **Condition 3M.** During periods of Condition 3M, Contractors with Rescue

Units shall Transport Patients from EMS Incidents to area hospitals. Contractor shall follow the then current Medical Operations Manual Protocols or medical control directives.

(e) **Mutual Aid**. Mutual aid responses outside of Pinellas County, rendered by the Contractor outside of Pinellas County that are not due to a State of Emergency or EMS Emergency, shall be performed in accordance with the terms and conditions of this Agreement.

**SECTION 409. AUTOMATIC AID/CLOSEST UNIT RESPONSE**. Upon notification by the Regional 9-1-1 Center of an EMS Incident, Contractor shall provide ALS First Responder Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The ALS First Responder Unit which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to EMS District or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, Contractor shall provide ALS First Responder Services in accordance with the then current Run Cards for all EMS Incidents. The Contractor's authorized representative will periodically, or at the request of the Authority, update their Run Cards to ensure their accuracy and coordinate any changes with any affected Contractor(s).

**SECTION 410. MEDICAL SUPPLIES AND INVENTORY CONTROL**. Contractor shall establish and implement inventory control procedures for the stocking and use of medical supplies. Contractor shall report, as of September 30th during each year this Agreement is in effect, the balance of all medical supplies held by the Contractor in inventory. Such report will list the item's identification number, the item's description, and the quantity held. Contractor will report the quantity of medical supplies which are lost, damaged, or unaccounted for, due to Contractor's negligence, and medical supplies unusable due to inadequate stock rotation. Contractor agrees to not maintain more than thirty (30) days of medical supplies in stock based upon historical use. Contractor shall maintain inventory records that identify all ALS First Responder Unit supplies issued from stock and will keep stock under lock so that access is limited to only authorized personnel. Contractor shall adhere to inventory control procedures that the Authority may require, as

long as they are reasonable and prudent. Contractor shall follow all federal, state and local laws and protocols in the distribution and handling of controlled substances. Contractor shall provide list of personnel authorized to receive controlled substances from the warehouse and any change to such list.

**SECTION 411. PATIENT CARE REPORTING SYSTEM.** Contractor shall cooperate with the Authority in refining and improving the fully integrated, electronic patient care reporting system. This system shall meet the information needs of the Contractor, the Medical Director, the Medical Control Board and the Authority. Contractor shall gather and enter data into the Authority's electronic patient care reporting system for every Patient encountered and every EMS Incident responded to by the Contractor's Field Personnel. Operating costs of this information system shall be the responsibility of the Authority. The Executive Director shall determine the start date and implementation timeline to ensure seamless implementation in the EMS System.

The database of the Authority's patient care reporting system shall be fully comprehensive, including complete and integrated information on all EMS System activities beginning with the receipt of an EMS Incident; dispatch activities and Response Times; every Patient assessment and all treatment rendered while Contractor's Field Personnel are attending the Patient. Contractor shall require Field Personnel to comply with the completion of patient care reports and the data entry requirements of the EMS System and ensure the accuracy and completeness of such reports, as approved and periodically revised by the Authority. Authority agrees that the procedures used to implement and operate the electronic patient care reporting system shall be mutually agreed upon by the Parties.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic patient care reports generated by the Contractor's EMS personnel and all dispatch-related data.

Contractor and Authority shall work collaboratively to evaluate software and data systems utilized in the delivery of ALS First Responder Services to ensure data is readily available to perform quality assurance and quality improvement by the Contractor and the Authority and such systems support Field Personnel in rendering patient care and

responding to EMS Incidents.

**SECTION 412. UTILIZATION OF REGIONAL 9-1-1 CENTER.**

**(a) Regional 9-1-1 Center.** Contractor shall utilize the Regional 9-1-1 Center for the dispatch of all BLS and ALS First Responder Units to EMS Incidents. Contractor shall utilize the Regional 9-1-1 Center’s radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County’s public safety and intergovernmental voice and data radio system.

Contractor shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center’s radio and data system following the County’s technical specifications.

Authority shall provide and maintain, at no cost to the Contractor, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center’s data system, access to the County’s 800MHz High Performance Data (HPD) system, and cellular airtime for all Authority and Contractor Funded Units and reserve Units following the County’s technical specifications.

Authority shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County’s technical specifications, and implementation plan for any future upgrades or system changes.

Contractor shall ensure all frontline ALS First Responder Units are equipped with GPS enabled mobile communications terminals running mobile CAD software. Contractor shall ensure GPS enabled mobile communications terminals are kept in working order and repaired in a timely manner to ensure efficient and accurate dispatch.

**(b) Requests for Emergency Medical Assistance.** Should Contractor receive any request for emergency medical assistance, including walk-ins, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, shall immediately respond to the request for emergency medical assistance, if appropriate, and

shall immediately advise the 9-1-1 Center of the information received, and the Response initiated by Contractor, if any.

**SECTION 413. COMMUNITY INVOLVEMENT.** Contractor is encouraged to make available to their local community, health promotions and prevention education (i.e., CPR training, public access defibrillation programs, drowning prevention, health risk assessments). The programs may be developed by the individual contractor or in coordination with the Medical Director or the Authority.

Contractor may elect to participate in the Authority's public education/prevention/community outreach/community paramedic programs that are established, as set forth in the EMS Rules and Regulations and approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program.

**SECTION 414. LICENSURE AND CERTIFICATION.** Contractor shall maintain the appropriate licensure with the Department as an ALS provider. Contractor or Contractor's employees, as the case may be, shall be responsible for payment of any fees associated with EMS and Paramedic certification and recertification using funds provided under this Agreement.

**SECTION 415. ACCURATE INFORMATION.** Any news releases, statements, or public information given by the Contractor's or Authority's personnel to the public or the media shall accurately reflect the design and operation of the EMS system.

**SECTION 416. CRIMINAL JUSTICE INFORMATION SERVICES (CJIS).** Contractor shall ensure all Personnel that have access to the CAD 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 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 CAD and the information contained within are strictly followed.

**ARTICLE V**  
**DUTIES AND RESPONSIBILITIES OF AUTHORITY**

**SECTION 501. MEDICAL DIRECTION AND CONTROL.** The Authority shall be responsible for providing, or cause to be provided, Medical Direction and Medical Control to the Contractor.

**SECTION 502. CONTINUING MEDICAL EDUCATION.** Authority shall provide and make available to Contractor a Continuing Medical Education training program at multiple, regionally located training sites and not at a single, centralized training site. Authority shall endeavor to utilize distance learning methodologies and technology to deliver CME training whenever possible.

**SECTION 503. MEDICAL COMMUNICATIONS EQUIPMENT.** Authority has provided, or shall provide, as applicable, one (1) 800 MHZ Mobile Radio, and one (1) 800 MHZ Portable Radio for each Authority Funded Unit. Authority funded Medic Units and Rescue Units will receive one (1) additional 800 MHZ Portable Radio. The radio equipment shall be installed in the Authority Funded Units by the Contractor and become Contractor's property. Contractor shall be responsible for such equipment, as provided for in Section 401(e) hereof. Authority shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the Authority. The Authority's plan is phased replacement of this equipment over the term of the Agreement subject to available funding.

**SECTION 504. MEDICAL SUPPLIES.** The Authority shall provide and replace, as



necessary, without cost to Contractor, the medical supplies used by Contractor in rendering Patient care under this Agreement. The Authority shall deliver, or cause to be delivered, all medical supplies, except controlled substances, every two weeks to Contractor's designated medical supply receiving location. Contractor's authorized representative shall sign for and pick up controlled substances at a central location designated by the Authority. The Authority shall not be responsible for costs of replacing inventory items lost, stolen, damaged or unaccounted for due to Contractor's negligence but the Authority shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than Contractor's negligence. Where applicable, Contractor shall relocate supplies nearing their expiration dates to ALS First Responder Units serving areas of higher demand within their EMS District. All medications and supplies shall be returned to the Authority not later than sixty (60) days after the respective expiration dates. If such medications and supplies are not returned to Authority within sixty (60) days after their respective expiration dates, or at the direction of the Medical Director, Contractor shall be charged for the replacement of such supplies. A fully comprehensive narcotic control system shall be provided by the Authority to include boxes, electronic locks, and web-based tracking software.

**SECTION 505. EXTRAORDINARY MODIFICATIONS.** Notwithstanding the provision of Section 401(b) hereof, Authority shall separately provide and fund any modifications to ALS First Responder Units or equipment which may be required by the Authority and which do not constitute routine maintenance, repair or replacement.

**SECTION 506. BILLING.** The Authority shall have sole responsibility for submitting claims for transports made by either the Authority or by Contractor.

**SECTION 507. ECG EQUIPMENT AND MAINTENANCE.** The Authority shall provide all electrocardiogram (ECG) monitoring/defibrillation equipment for Authority Funded and Contractor Funded Units including adequate spare equipment (up to 30% above the number of Units). Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be

maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. At the point that the equipment is replaced with new equipment, the Contractor will transfer ownership of the equipment being replaced to the Authority who will trade in the used equipment to reduce the cost of replacement. Contractor shall be responsible for any repairs that are necessary due to Contractor's negligence.

**SECTION 508. BIOHAZARD WASTE COLLECTION.** The Authority shall provide or cause to be provided, the collection and disposal of all biohazard waste from ALS First Responder Stations on a periodic basis, no less than monthly. Contractor shall follow any procedures necessary for biohazard waste to be collected.

**SECTION 509. PATIENT CARE REPORTING SYSTEM EQUIPMENT.** Authority shall provide, as applicable, a ruggedized notebook or tablet computer for each Authority Funded and Contractor Funded Unit including adequate spare equipment (up to 30% above the number of Units). The equipment shall be utilized on Authority Funded Units and Contractor Funded Units by the Contractor for the purpose of completing electronic patient care reports. Only Authority authorized software and peripherals may be utilized to ensure a highly reliable and coordinated system. Authority provided patient care reporting system equipment shall remain property of the Authority. Contractor shall be responsible for such equipment, as provided for in Section 401(g) hereof. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority. Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority.

**SECTION 510. TRAFFIC PREEMPTION:** Authority shall provide and maintain a countywide Traffic Preemption System in cooperation with the County and municipal traffic control systems. 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.

**ARTICLE VI**  
**INSURANCE AND INDEMNIFICATION**

**SECTION 601. MINIMUM INSURANCE REQUIREMENTS.** Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Authority of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Authority, and listing all carriers issuing said policies; and, a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Authority a letter from Contractor’s Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

- (a) Provide Workers’ compensation insurance as required by Florida Law.
- (b) Provide commercial general liability, employers’ liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28(5), F.S., should the State Legislature change these limits, coverage consistent with the revised limits shall be obtained.
- (c) Professional Liability Insurance, including errors and omissions, with

minimum limits of \$1,000,000 per occurrence; if occurrence form is available; or claims made form with “tail coverage” extending three (3) years beyond the ending date of this Agreement. In lieu of “tail coverage” the Contractor may submit annually to the Authority a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.

(d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of \$1,000,000 Combined Single Limit insurance in excess of all primary coverage.

**SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS.** To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to Authority. Contractor shall also notify Authority within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against Authority or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The Authority shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by the Authority or the County, to any such future coverage, or to County’s Self-Insured Retention of whatever nature.

**SECTION 603.      LIABILITY.** Contractor and Authority agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

Authority is not liable for the causes of action arising out of the negligence of the Contractor, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

This Section 603 shall survive expiration or earlier termination of this Agreement.

**ARTICLE VII**

**COMPENSATION AND OTHER FINANCIAL PROVISIONS**

**SECTION 701.      COMPENSATION.**

(a)      FY 2024–2025. Authority and Contractor have agreed to an amount reflecting Contractor's submitted budget for EMS services during Fiscal Year 2024 – 2025. The approved budget amounts for the Fiscal Year commencing October 1, 2024, shall be equal to that shown on Appendix A.

(b)      Budget Submissions for FY2025–2026 through FY2029-2030.

Contractor shall submit a budget by April 1<sup>st</sup> each year for the following Fiscal Year for

the Authority's review and approval. Budget shall be prepared in the same manner as the budget submitted for FY 2024-2025, so long as said budget is less than a three (3) percent increase from the prior Fiscal Year and the Authority shall pay Annual Compensation to Contractor in accordance with said approved budget.

**(c) Funding for Rescue Unit, Medic Unit and Staff Vehicle Replacement.**

Authority will provide funding for Authority funded rescue units, medic units and the proportionate share of EMS Coordinator staff vehicles. Fire engines and other fire apparatus are not subject to EMS vehicle replacement funding. Units will be replaced after at least five (5) years, but no more than seven (7) years, of frontline service. Contractor represents that its projected capital replacement needs are as shown in Appendix A. The Authority shall determine a standardized reimbursement amount for rescue units, medic units and staff vehicles each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority's annual budget and capped therein. The amounts for FY24-25 are rescue units (\$350,000), medic units (\$125,000), and staff vehicles (\$75,000). Reimbursements are made upon delivery of the vehicle along with documentation being provided to the Authority that includes the receipt of the purchase order, invoices, proof of payment and any other documents required by The Authority.

**(d) Rescue Unit Transport Compensation.**

Authority shall reimburse Contractor, monthly in arrears, for Transports by Rescue Units that comply with the Medical Operations Manual Transport Protocol at a rate of \$100.00 per Transport. Rescue Unit Transports that do not comply with the Medical Operations Manual Transport Protocol shall not be reimbursable.

**(e) Unit Hours.** Authority may purchase Unit Hours to staff additional Rescue Units to Transport Patients at the Authority's discretion through its Executive Director. The Authority shall reimburse the Contractor for its actual costs of salary and benefits up to \$75.00 per hour for each crew member of a two-person crew (Paramedic/Paramedic or Paramedic/EMT) for overtime or backfill costs for hours that are actually performed and preapproved in writing by the Authority. Such additional

Units or Unit Hours may be used routinely, episodically, or during peak demand periods to maintain the level of service and Response Times for Ambulance Services.

Personnel from different Contractors may be paired to place additional Rescue Units in service.

(f) **Payment.** Payments shall be paid monthly in arrears in (approximately) equal monthly installments.

(g) **Station/Overhead Allowable Costs.** Contractor shall be reimbursed for station and overhead costs in accordance with Resolution 14-65 or a successor Resolution or 1%, whichever is greater, approved by the Authority. Such payment shall be made by the Authority to the Contractor after receipt of the audit attestation shown in Appendix D.

(h) **Extraordinary Budget Increase.** If any proposed budget submitted by Contractor to the Authority for the following Fiscal Year should exceed three (3) percent of the prior Fiscal Year's budget, Authority and Contractor agree to reopen this Section 701 to negotiate, no later than May 1<sup>st</sup> of the then current Fiscal Year, the Annual Compensation for the following Fiscal Year. For any Fiscal Year in which Section 701 is reopened to negotiate the Annual Compensation for the following Fiscal Year, if Authority and Contractor cannot reach agreement on the Annual Compensation by June 30<sup>th</sup>, this Agreement shall terminate on the last day of the then current Fiscal Year. Contractor and Authority must approve the final negotiated Appendix "A" prior to the beginning of the next Fiscal Year if the proposed budget for the following Fiscal Year will exceed three (3) percent increase from the prior Fiscal Year's budget.

**SECTION 702. CME AND PUBLIC EDUCATION REIMBURSEMENT.**

(a) **Learning Management System.** The Authority shall reimburse annually, in the first payment in each Fiscal Year, the Contractor's cost for the use of the Learning Management System for its students. Such reimbursement shall be fifty percent (50%) of the costs of use of the Learning Management System up to \$60.00 per student per Fiscal Year (does not include payment for student training time). The reimbursement amount shall not exceed \$125,000.00 in any Fiscal Year.

(b) **Reimbursement for CME Instructors.** The Authority shall reimburse each

Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's CME Instructor hours that are actually performed and preapproved in writing, through the published master EMS training calendar by the Authority. Contractor may establish a rate of pay for CME Instructor which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$1,000,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for CME training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

**(c) Reimbursement for Public Education/Prevention/Community Paramedic Programs.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Public Educator/Community Paramedic hours that are actually performed and preapproved in writing, through the published master EMS public education/prevention/community paramedic calendar, by the Authority. Contractor may establish a rate of pay for Public Educator/Community Paramedic which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel



costs for Public Educator/Community Paramedic hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$250,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Public Education/Community Paramedic programs. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

**(d) Reimbursement for Participation in Countywide Quality Improvement Committees.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Field Personnel to participate in countywide quality improvement committees based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and

payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$25,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for quality improvement committees. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(e) **Reimbursement for Participation in Countywide Advanced Practice Paramedic Medical Training.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Advanced Practice Paramedics to attend and participate in countywide medical training for special operations teams based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Advanced Practice Paramedic medical training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such

time as a budget amendment raising such budget is approved.

**SECTION 703. DEDUCTION FOR FAILURE TO PROVIDE FIRST RESPONDER**

**UNIT.** In the event Contractor fails to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit instead of an ALS First Responder Unit, for an extended period (as described below) of time and without the advance approval of the Authority, the Authority may deduct an amount equal to the Contractor's Unit Hour Compensation multiplied by each hour or portion thereof for each day or portion thereof that the Contractor has failed to provide an ALS First Responder Unit. Such deduction shall be made from the following monthly Annual Compensation payment. For purposes of this Agreement, an extended period of time means, with respect to mechanical problems and personnel, more than four (4) consecutive hours in any given day, and with respect to training, more than ten (10) hours in any given day; provided however that Section 703 shall not be applicable when the Executive Director has waived the provisions of Section 703, or when Contractor has failed to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit during periods of Uncontrollable Circumstances.

**SECTION 704. PROVISION OF BILLABLE PATIENT CARE REPORT.**

In the event that the Contractor transports a Patient, in compliance with the then current Medical Operations Manual transport protocols, Contractor shall provide a billable Patient Care Report to the Authority within four (4) business days from the date of service. The report shall include, at a minimum, the medical reason for Transport, the Patient's condition, the Patient's demographic information, the Transport mileage, and all medical care rendered. Contractor's Field Personnel shall obtain the Patient's signature and any other signatures necessary to process a bill.

**SECTION 705. ADJUSTMENT FOR EXTRAORDINARY COST INCREASES.**

Contractor may apply for and receive prospective compensation adjustments to the Annual Compensation as necessary to offset documented increases in Contractor's cost of production directly resulting from increases in the prices paid by Contractor for fuel due to Unforeseen Circumstances and subject to the following stipulations:

- (a) Contractor must document, using generally accepted accounting procedures, the actual financial impact of the increased fuel prices upon Contractor's costs of production.
- (b) Only the effects of increased direct fuel prices-excluding any effects of increased fuel consumption, overhead allocations and indirect costs-shall be considered.

**SECTION 706. FUNDS TO BE USED SOLELY FOR EMS FIRST RESPONSE.**

Contractor recognizes that monies received hereunder are derived from the EMS Mill and that the EMS Mill, pursuant to referendum, has been dedicated solely to the provision of Emergency Medical Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein. Contractor shall have an Annual External Audit conducted by a Certified Public Accounting firm to verify the Authority funded EMS income, Authority funded EMS expenditures, and Authority funded EMS reserves. The Annual External Audit shall include the "EMS Financial Information Attestation Form" prepared by the Contractor and signed by the Contractor's auditor. The required "EMS Financial Information Attestation Form" is attached as Appendix D. Contractor shall provide to Authority the audited financial statement that includes the "EMS Financial Information Attestation Form" within ten (10) business days of Contractor's receipt of the Annual External Audit. The cost of the Annual External Audit will be expended from Contractor's EMS funds. Contractor shall ensure that personnel cost reimbursements from the Authority for special operations training, continuing medical education instruction, public education, or other reimbursements are not funded twice (i.e. funding provided in the submitted budget and reimbursement made by the Authority.)

**SECTION 707. FUTURE/ADDITIONAL SERVICES.** Contractor understands that, in the future, health care delivery and Emergency Medical Services may evolve to include pathway management, an expanded scope of practice, primary care services or other activities where EMS resources provided under this Agreement may be used. Contractor and Authority shall discuss the manner in which such additional services shall be affected,

evaluate the relationship of such services; and determine the impact of such services on the EMS system. Contractor's obligations shall be limited to those specifically set forth in this Agreement. Contractor shall not be responsible for providing any additional services unless Contractor agrees in writing to provide such additional services.

**SECTION 708. ADDITIONAL UNITS.**

(a) **Authority Funded.** During the term of the Agreement, the Authority may determine that additional Authority Funded Unit(s) are needed. Additionally, Contractor may request that consideration be given for approval of an additional Authority Funded Unit. If the Authority determines that additional Authority Funded Unit(s) are needed from Contractor, then Authority and Contractor shall negotiate a mutually agreeable compensation for such additional Authority Funded Unit(s). In those instances where the Contractor requests Authority to approve additional Authority Funded Unit(s), the Authority shall meet with the Contractor to determine the need for the requested Authority Funded Unit(s). If approved, the Authority will negotiate a mutually agreeable compensation for such additional Authority Funded Unit, Units or Unit Hours. Compensation for such additional Authority Funded Unit(s), or Unit Hours, shall begin upon approval by the Authority through the approval of an updated Appendix "A" by the Parties.

(b) **Contractor-Funded.** Contractor and Authority understand that the EMS System is a unified, integrated system requiring the cooperation of all providers in the EMS System. To ensure coordinated implementation of any improvements to the EMS System and to ensure the integrity of the EMS System, if Contractor desires to operate additional ALS First Responder Unit(s) as a Contractor Funded Unit, Contractor will obtain approval from the Authority in writing prior to operating the Contractor Funded Unit. Contractor may elect to cease operation of a Contractor Funded Unit at its sole discretion. Contractor is responsible for all costs associated with staffing, equipping and operating such Contractor Funded Units. The Authority shall provide Medical Control and medical equipment and supplies for authorized Contractor Funded Units.

**SECTION 709. AUDITS AND INSPECTIONS.** At any time during normal business

hours, and as often as may reasonably be deemed necessary, representatives of the Authority or Medical Director may observe Contractor's operations. Contractor shall make available to Authority for its examination, its records with respect to all matters covered by this Agreement, and Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Contractor shall make available to the Medical Director its records with respect to all clinical matters covered by this Agreement and the Medical Director may audit, examine, copy and make excerpts or transcripts from such records and inspections to the extent permitted by law.

The Authority's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Contractor in advance of any such visit.

Records relating to contract activities shall be retained for three (3) years from final payment in each year.

All representatives of the Authority, Medical Control Board and Medical Director who observe Contractor's operations or audit or examine Contractor's records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Contractor's employees' duties. Audits and inspections shall be done to the extent permitted by law.

**SECTION 710. FISCAL NON-FUNDING.** In the event sufficient budgeted funds are not available for a new Fiscal Year, the Authority shall timely notify Contractor of such occurrence prior to the end of the current Fiscal Year and this Agreement shall terminate on the last day of current Fiscal Year.

**ARTICLE VIII**  
**TERM AND TERMINATION**

**SECTION 801.      TERM.** The initial term of this Agreement shall be for five (5) years, commencing October 1, 2024 and ending at midnight September 30, 2029, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to Authority and Contractor approval prior to July 1, 2029, which is subject to Authority, City Council or District approval prior to September 30, 2029. References in this Agreement to “Term” shall include the initial term of this Agreement and all extensions thereof. The effective date of this agreement shall be retroactive to October 1, 2024 for reimbursement purposes.

**SECTION 802.      TERMINATION.**

(a)      By Authority for Cause. This Agreement may be terminated by the Authority for cause upon twenty (20) days written notice to Contractor. For purposes of this section 802(a), “cause” shall mean (1) the event that Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the Authority shall provide written notice of such breach and Contractor shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

(b)      By Contractor for Cause. This Agreement may be terminated by Contractor for cause upon twenty (20) days written notice to the Authority. For purposes of this section 802(b), “cause” shall mean a material breach by the Authority of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, Contractor shall provide written notice of such breach and the Authority shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c)      By Authority or Contractor without Cause. This Agreement may be terminated without cause by Contractor or the Authority upon six (6) months written notice

to the other Party.

(d) **Provision of Emergency Medical Services upon Termination.** In the event of termination of this Agreement by either Contractor or the Authority, Contractor shall continue to participate in the EMS System and Emergency Medical Services shall be provided in Contractor’s EMS District in accordance with the Special Act and EMS Ordinance, and the Authority shall compensate Contractor in accordance with the Special Act.

**SECTION 803. RESOLUTION OF DISPUTES.** To the extent that Contractor and Authority cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, except for any dispute concerning the Annual Compensation or §701, Contractor and Authority shall appoint an ad-hoc committee consisting of one mutually agreed upon representative from the Medical Control Board, the EMS Advisory Council, and the Pinellas County Fire Chiefs Association to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party’s submittal of its interpretation of the Agreement and may request additional information as necessary. The committee shall complete its review within sixty (60) days of the date that the Committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractor. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractor, either Party may thereafter refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon representatives for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including the Chapter 164 process, and, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

**ARTICLE IX**



## MISCELLANEOUS

**SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT.** The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Contractor agrees that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation or national origin. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

**SECTION 902. NOTICES.** All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

**If to Authority:** Executive Director, Pinellas County EMS Authority  
Pinellas County EMS & Fire Administration  
12490 Ulmerton Road – Suite 134  
Largo, Florida 33774

**If to Contractor:** See Appendix B

**SECTION 903. ENTIRE AND COMPLETE AGREEMENT.** Subject to Section 912, this Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties and supersedes all prior and similar agreements and amendments with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

**SECTION 904. OTHER DOCUMENTS.** Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested

in order to give full effect to this Agreement.

**SECTION 905. APPLICABLE LAW.** Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

**SECTION 906. WAIVER.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed necessary. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

**SECTION 907. SEVERABILITY.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein.

**SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR.** The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the Authority or Pinellas County.

**SECTION 909. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT.** This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty or obligation of the Contractor under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the Authority.

**SECTION 910. HEADINGS.** Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

**SECTION 911.      COUNTERPARTS.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

**SECTION 912.      NO WAIVER OF RIGHTS UNDER SPECIAL ACT.** This Agreement, and specifically its provisions related to the Annual Compensation, is being entered into to resolve a dispute between the parties regarding the determination of the Annual Compensation to be paid to Contractor by the Authority. Authority and Contractor have worked together in good faith to reduce spending under the EMS Mill based upon the extraordinary economic times facing local governments at present. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority that any actions or determinations taken in order to reach agreement herein not be seen as a waiver of any rights, claims or defenses that either the Contractor, or the Authority may have under the Special Act. Furthermore, Contractor does not necessarily agree that the Annual Compensation provided under this Agreement constitutes reasonable and customary cost reimbursement by the Authority as required by the Special Act, and, by entering into this Agreement does not waive any rights, claims or defenses that Contractor may have with regard to the determination of reasonable and customary costs in any year not governed by this Agreement. Therefore, the Annual Compensation paid to the Contractor pursuant to this Agreement shall not be used as evidence in any dispute regarding the reasonable and customary costs to be reimbursed by the Authority to the Contractor.

[Signature Page to Follow]

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

ATTEST:  
KENNETH BURKE, CLERK

PINELLAS COUNTY 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**

<b>Contractor</b>	Madeira Beach
<b>EMS District(s)</b>	Madeira Beach EMS District Redington Beaches EMS District
<b>Authority Funded Units</b>	Truck 25 FY25-26 Redington Beach Medic (1 Position)
<b>Contractor Funded Units</b>	Medic 25
<b>EMS Coordination</b>	EMS Coordinator – 50% FTE Madeira Beach 500
<b>FY24-25 Annual Compensation</b>	\$732,432.00  FY25-26 and subsequent years per the submitted budget including the Redington Beach Medic.
<b>Projected Capital</b>	FY24-25 Redington Beach Medic Unit, Madeira Beach 500 FY25-26 None FY26-27 None FY27-28 None FY28-29 None

**Appendix B**  
**ALS First Responder Contractors**

City Manager  
CITY OF CLEARWATER  
112 S. Osceola Avenue  
Clearwater, FL 33756

City Manager  
CITY OF DUNEDIN  
P O Box 1348  
Dunedin, FL 34697

Chairman, Board of Commissioners  
EAST LAKE TARPON  
SPECIAL FIRE CONTROL DISTRICT  
3375 Tarpon Lake Boulevard  
Palm Harbor, FL 34685

City Manager  
CITY OF GULFPORT  
2401 53rd Street South  
Gulfport, FL 33707

City Manager  
CITY OF LARGO  
P O Box 296  
Largo, FL 33779-0296

Chairman, Board of Commissioners  
LEALMAN  
SPECIAL FIRE CONTROL DISTRICT  
4360 55th Avenue North  
St. Petersburg, FL 33714

City Manager  
CITY OF MADEIRA BEACH  
300 Municipal Drive  
Madeira Beach, FL 33708

City Manager  
CITY OF OLDSMAR  
100 State Street West  
Oldsmar, FL 34677-3655

Chairman, Board of Commissioners  
PALM HARBOR  
SPECIAL FIRE CONTROL DISTRICT  
250 W. Lake Road  
Palm Harbor, FL 34684

City Manager  
CITY OF PINELLAS PARK  
P O Box 1100  
Pinellas Park, FL 33780-1100

Chairman, Board of Commissioners  
PINELLAS SUNCOAST  
FIRE & RESCUE DISTRICT  
304 First Street  
Indian Rocks Beach, FL 33785

City Manager  
CITY OF SAFETY HARBOR  
750 Main Street  
Safety Harbor, FL 34695-3597

City Manager  
CITY OF ST. PETE BEACH  
155 Corey Avenue  
St. Pete Beach, FL 33706-1701

City Manager  
CITY OF SEMINOLE  
9199 113<sup>th</sup> Street North  
Seminole, FL 33772-2806

City Clerk  
CITY OF SOUTH PASADENA  
7047 Sunset Drive South  
South Pasadena, FL 33707-2895

City Manager  
CITY OF TARPON SPRINGS  
324 Pine Street East  
Tarpon Springs, FL 34689

City Manager  
CITY OF TREASURE ISLAND  
120 108th Avenue  
Treasure Island, FL 33706-4794

## **Appendix C** **EMS Equipment**

### **Provided by the Authority:**

- All Medical Supplies and Equipment authorized by the Authority.

#### EKG Monitor / Defibrillator and AEDs

- Stryker Lifepak 15 V4+ EKG Monitor Defibrillators with the minimum clinical specifications: biphasic defibrillation, external pacing, 12 lead acquisition/transmission, pulse oximetry, waveform capnography, and non-invasive blood pressure monitoring.
- Preventative maintenance/repair, cases, wireless data connectivity, battery chargers and batteries as needed.
- All EKG disposable supplies and cables to include, but not limited to, EKG electrodes, Defib/Pacing pads, AED Pads, Q-CPR Meters, and pads, 5 Lead Limb and Chest cables, EKG Main/Therapy/12 Lead Cables, Patient Cables, NIBP cuffs and hoses, Pulse Oximetry cables and probes, and Capnography disposable supplies. Durable accessories will be replaced periodically due to wear and tear. Durable accessories that are lost, stolen, or damaged will be subject to Section 507 of this agreement.

Stryker Lifepak 15 V4+ EKG Monitor Defibrillators or successor model, in the same configuration above shall be utilized for reserve and spare equipment. The specific quantity shall be determined by the Authority.

### **Provided By Contractor:**

- Rescue equipment required by the Department or Florida Law

**Appendix D**  
**EMS FINANCIAL INFORMATION ATTESTATION FORM**

**Instructions:**

In accordance with the ALS First Responder Agreement, funds provided by the EMS Authority must be used solely for EMS Allowable Costs. Any unspent balance at the conclusion of a fiscal year must be accounted for and returned to the EMS Authority.

The following form is provided for consistent cost reporting and shall be submitted within ten (10) business days of Contractor's receipt of Annual External Audit.

**To be completed by Contractor:**

City or Fire District (Contractor) \_\_\_\_\_

Fiscal Year \_\_\_\_\_

Name of Person Completing Form \_\_\_\_\_

Phone Number and Email Address \_\_\_\_\_

- 1. EMS Funding Received by Contractor \$ \_\_\_\_\_
- 2. EMS Allowable Costs Incurred by Contractor \$ \_\_\_\_\_
- 3. Difference (If excess, amount due to Pinellas County) \$ \_\_\_\_\_

**PLEASE INCLUDE A COPY OF ANNUAL AUDIT AND  
SUPPORTING DOCUMENTATION AS NEEDED.**

I certify the costs identified, in line 2 above, are related to EMS Authorized positions and units and comply with the EMS Allowable Cost Standards contained in Pinellas County EMS Resolution 09-38. I certify that I have reviewed payroll registers, salary and benefit actual expenditures, actual relief staffing costs incurred to maintain continuous staffing of Authority authorized positions, and actual costs of supervision, fuel, maintenance and repairs and other allowable costs.

\_\_\_\_\_  
Signature and Date, Contractor's External Auditor



Appendix E  
 Instructor Reimbursement Form



CME INSTRUCTOR REIMBURSEMENT FORM

Agency

CME Instructor Name

	Course Name (a)	Date	Start Time	Stop Time	Location	PCEMS Authorized Class Code (b)	Straight Time (ST) Overtime (OT) Backfill (BF)	Backfill Name (c)	Hours Worked (d)	Hourly Rate w/ benefits	Total Cost
1											\$ -
2											\$ -
3											\$ -
4											\$ -
5											\$ -
6											\$ -
7											\$ -
8											\$ -
9											\$ -
10											\$ -
11											\$ -
12											\$ -
13											\$ -
14											\$ -
15											\$ -
TOTAL Reimbursement Amount:										\$	-

\_\_\_\_\_  
*Print Name & Title*                                      *Submitted By - Authorized Signature*                                      *Date*

**Notes:**

- One Instructor per form
- (a) Course Name (i.e. January 2016 CME, EMS System Orientation, PHTLS, ACLS, TCCC, etc.)
- (b) For reimbursement the class must be preauthorized by PCEMS through the issuance of a Authorized Class Code.
- (c) First Name, Last Name of person covering - must be same rank or below. Attach supporting documents.
- (d) Actual Hours Worked - Up to 60 minutes for preparation/setup, breakdown, paperwork and travel for each Class.

## Appendix F

### EMS Coordination Duties and Responsibilities

#### LICENSURE/CERTIFICATION/REGULATORY

1. State EMS License and vehicle permits are maintained and renewed.
2. All Federal and State Laws and Administrative Codes are followed.
3. All EMS Rules & Regulations and Medical Operations Manual Protocols are followed.
4. Coordinates and monitors activities of the Contractor as to its function to provide Advanced Life Support (ALS) First Responder Services.
5. Regularly inspects Contractor's agency, units and personnel for compliance with all regulatory requirements for personnel certification and training and equipment and supplies.
6. State recertification of Field Personnel is completed in a timely manner.
7. All paperwork for the County Certification of Field Personnel is submitted in a timely manner.

#### LIASION

8. Serve as the liaison between the Contractor, the EMS Medical Director and the Authority's Executive Director for matters related to ALS First Responder Services.
9. Ensure a positive and collaborative relationship is maintained.
10. Ensure that the EMS Medical Director is notified of reportable incidents in a timely manner.
11. Participate regularly in EMS-related meetings.

#### EQUIPMENT AND LOGISTICS

12. Controlled Substances are handled in accordance with applicable laws and regulations.
13. ECG Monitors, Tablet Computers and other assets provided by the Authority are kept in good working order and assets managed and tracked.
14. Vehicles and medical bags are stocked in accordance with the Medical Operations Manual.
15. Only necessary Medical Supplies and Equipment are maintained to reduce loss to inadequate stock rotation.
16. Maintain security and record keeping of all medications held by the Contractor.
17. Maintain Level "C" Personal Protective Equipment and Ballistic Vests/Helmets.
18. Hand receipts for assets are signed and Inventory control procedures are followed.

#### PATIENT CARE REPORTS

19. Patient Care Reports are filed and reviewed in accordance with procedure established by the Medical Director using quality management software.
20. Review EMS patient care reports to ensure proper care and treatment and determine areas for improvement.
21. ALS First Responder Transport Patient Care Reports are properly documented and submitted.

## PERFORMANCE METRICS

22. Reviews and monitors response times, customer satisfaction, clinical performance, and other performance metrics to attain and maintain a high level of service and to correct performance deficiencies when noted.

## QUALITY ASSURANCE

23. Investigates complaints from patients and concerned citizens, manages Quality Assurance Reviews and Medical Case Reviews in accordance with the EMS Rules & Regulations.
24. Prepare and forward justification for Certificates of Merit or other recognition requests for individuals who, by their actions, have performed exceptionally and deserve acclaim.
25. Determine the proficiency and skill level of provisional Paramedics and EMTs prior to recommending County Certification.
26. Attending and actively participating in EMS-related meetings and quality improvement committees.

## CONTINUING MEDICAL EDUCATION

27. Ensure that all Contractor Field Personnel comply with continuing medical education and other training requirements in accordance with the EMS Rules & Regulations.
28. Assist in the coordination of CME Instructors, Equipment and Training Sites.
29. Monitor the clinical competence of Field Personnel through the observation of training.

## FIELD RESPONSE AND SUPERVISION

30. Routinely responds to EMS Incidents to oversee clinical competence and Patient care in accordance with procedures established by the Medical Director.
31. Respond to large-scale EMS Incidents to assist in incident command, triage, logistics, or other duties as indicated by the magnitude of the incident.

## INFECTION CONTROL OFFICER

32. Ensures the Contractor has an active Designated Infection Control Officer and infection control program.
33. Coordinate with the Ambulance Contractor, EMS Medical Director, Public Health and Hospitals to ensure all significant exposure incidents are actively managed. This shall include making notifications, verification and documentation of exposures, and ensuring any treatment and medical follow-up occur.



# MEMORANDUM

TO: Hon. Mayor and Board of Commissioners  
THROUGH: Robin Gomez, City Manager  
FROM: Clint Belk, Fire Chief  
DATE: August 28, 2024  
RE: Approval of Construction Manager at Risk for Redington EMS Station

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## **Background**

The City of Madeira Beach and Pinellas County entered into an agreement to allow Chief Belk to oversee the construction of a new Emergency Medical Services Station located at 190 173<sup>rd</sup> Ave. in North Redington Beach. This is the first step in preconstruction which is hiring a construction manager at risk (CMAR) to ensure the needs of the county, city and towns are met and provide oversight on a regular basis while assisting in the management of the project. A request for quotes (RFQ) was issued on 07/25/24 and closed on 08/23/24.

## **Fiscal Impact**

None

## **Recommendation**

Staff recommends approval of the chosen construction manager at risk. The selection was chosen by the selection committee members: William Queen- Mayor of North Redington Beach, Clint Belk- Fire Chief for Madeira Beach Fire Department, Megan Wepfer- Public Works Director for Madeira Beach, Trish Eaton- Executive Administrative Assistant to Chief Belk.

## **Attachment(s):**

- Request for Quote
- Recommendation's submitted quote documents



**Request for Proposals for:**  
**Redington Beaches Emergency**  
**Medical Services Station**  
**RFQ#24-09**

**City of Madeira Beach**

**300 Municipal Drive**

**Madeira Beach, Florida 33708**

**Point of Contact:**

**Clint Belk, Fire Chief**

**PROPOSALS DUE: August 23, 2024, no later than 1:00 p.m.**

**Request For Qualifications (RFQ)**  
**Construction Management (At Risk) Services**  
**Redington Beaches Emergency Medical Services Station**

**Project Description:** The City of Madeira Beach (“City”), Town of North Redington Beach (“Town”) and Pinellas County (“County”) is seeking a proposal from construction management firms (“Firm” or “Proposer”) for the construction of a two story municipal fire station project (“Project”). The City of Madeira Beach will provide oversight for the Town and County. Madeira Beach Fire Department currently operates one (1) fire station in the City of Madeira Beach and provides fire suppression for Redington Beach, North Redington Beach and Redington Shores through interlocal agreements. The vacant lot located at **190 173<sup>rd</sup> Avenue E, North Redington Beach, FL 33708** is the focus of this project.

The City intends to design and construct a new Emergency Medical Services (EMS) station that will serve the aforementioned three Redington communities to assist in response time delays for EMS services.

The new EMS station will be constructed on the existing vacant lot located at **190 173<sup>rd</sup> Avenue E, North Redington Beach, FL 33708** therefore, the design is limited to the existing space available.

The basic design of the new fire station shall include, but is not limited to: a “zoned” design approach to reduce the spread of contaminants throughout the station; **First Floor:** one (1) drive-thru apparatus bay; bunker gear storage; an OSHA-certified decontamination room; two (2) storage bays for the Town equipment (diesel and gasoline); an emergency generator; medical supply room; a biohazard area; **Second Floor:** will include three (3) bunkrooms with appropriate restroom/shower facilities; three (3) office spaces (fire department, law enforcement, town staff/storage as needed); kitchen and dining areas; living/day room; and any other required amenities. The design concepts of the EMS station shall include a two-story proposal.

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Proposal submittals will be reviewed and ranked by the Selection Committee and oral presentations/interviews may be requested from a shortlist of finalists selected by the Committee as a result of their evaluation of the initial Request for Proposals. The Committee will recommend its ranking of the top Firm to the City Commission for approval, along with their recommendation to proceed with negotiation of a contract to perform the proposed work. Selection will be made in accordance with the Florida Consultants Competitive Negotiations Act, Fla. Stat. § 287.055. The City reserves the right to revise and/or limit the scope of professional services and to reject any and all Proposals.

The responsibility for obtaining, completing, and submitting Proposal Statements to the City shall be solely and strictly the responsibility of the Proposer. The entire response package shall be enclosed in a sealed envelope or container and shall have the following information clearly printed or written on the exterior of the envelope or container:

**Redington Beaches EMS Station; RFP#24-09, and the name of the Respondent (person or entity responding to this Notice).** Sealed responses must be received by either mail or hand delivery, no later than **August 23, 2024, no later than 1:00 p.m.** Delivery must be during normal working hours, and any response received after the above-stated deadline will be returned, unopened, and will not be considered.

City employees shall in no way be responsible for delays caused by the United States mail or other delivery services, or caused by any other occurrence.

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# REQUEST FOR PROPOSALS

## CONSTRUCTION MANAGEMENT (AT RISK) SERVICES

Redington Beaches Emergency Medical Services Station

RFP#24-09

All Firms and their agents are hereby placed on notice that they are not to contact members of the City, Town or County Commission or staff, with the exception of the designated liaison identified herein. Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by this Request for Proposals ("RFP") and written correspondence in regards to this RFP is to be submitted to **City of Madeira Beach, 300 Municipal Drive, Madeira Beach, FL 33708**.

### I. GENERAL TERMS AND CONDITIONS

1. All responses shall become the property of the City and may be returned only at the City's option. Information contained in the proposal submittals will not be disclosed during the evaluation process.
2. All Proposers must read and comply with the statement on Public Entity Crimes prior to entering into a Contract with the City.
3. The City will not reimburse Proposer for any costs associated with the preparation and submittal of any responses to this RFP.
4. Proposers acknowledge that all information contained within the Proposal to this RFP is public record to the extent required by State of Florida Public Records Laws. Financial statements are exempt from disclosure under Fla. Stat. § 119.07(1)(c). The details of the RFP documents will remain exempt from public records until final selection.
5. Examination of Records. The Proposer shall keep adequate records and supporting documentation applicable to the subject matter of this RFP to include, but not be limited to, records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the proposer for a minimum of one year from the date the contract is completed and accepted by the City. If any litigation, is started before the expiration of the one year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved, unless otherwise instructed by the City. Should any questions arise concerning this contract, the City and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Proposers shall be authorized to retain microfilm copies in lieu of original records, if they so desire.

Any subcontractor(s) employed by any Proposer is subject to these requirements and the Proposer is required to so notify any such subcontractor(s).



6. The awards made pursuant to this RFP are subject to the provisions of Chapter 112, Part III, Florida Statutes, "Code of Ethics for Public Officers and Employees." All Proposers must disclose with their responses the name of any officer, director, or agent who is also an employee of the City. Further, all Proposers must disclose the name of any City employee who owns, directly or indirectly, any interest of five percent (5%) or more in the respondent's firm or any of the respondent's branches/subsidiaries.

7. Proposers, their agents, and associates shall refrain from discussing or soliciting any City official regarding this RFP during the selection process. Failure to comply with this provision will result in disqualification of the respondent. **Only the designated liaison listed in this RFP may be contacted.**

8. Non-discrimination: Respondent shall not discriminate as to race, sex, color, creed, handicap, or national origin in the operations conducted under this engagement.

9. Due care and diligence have been exercised in the preparation of this RFP. The responsibility for determining the full extent of the services required rests solely with those making responses. Neither the City nor its representatives shall be responsible for exercising the professional judgment required in determining the final scope of services which may be required.

10. All timely Proposals set forth in the Submittal Requirements for Proposers to this RFP will be considered. Proposers are cautioned to clearly indicate any deviations from these qualifications. The terms and conditions contained herein are those desired by the City and preference will be given to those Proposals in full or substantially full compliance with the requested qualifications.

11. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, request clarification of information from respondents, to reject any and all responses in whole or in part, with or without cause, and to accept any response, if any, which in the City's judgment, will be in the City's best interest.

12. Any interpretation, clarification, correction, or change to the RFP will be made by written addendum issued by the Public Safety Department. Any oral or other type of communication concerning the RFP shall not be binding. All questions must be submitted in writing and directed to:

**Fire Chief Clint Belk**

250 Municipal Drive

Madeira Beach, FL 33708

[cbelk@madeirabeachfl.gov](mailto:cbelk@madeirabeachfl.gov)

13. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer's organization to the performance of the services contemplated by this RFP.

14. Any Proposals submitted before the deadline may be withdrawn by written request received by the City before the time fixed for receipt of Proposals. Withdrawal of any Proposal will not prejudice the right of the respondent to submit a new or amended Proposal as long as the City receives the Proposal by the deadline as provided herein. The successful respondent shall hold harmless, indemnify and defend the City, its Council members, employees, representatives, and agents against

any claim, action, loss, damage, injury, liability, cost, and expense of whatsoever kind of nature arising out of or incidental to respondent's services under this Agreement.

**15.** For good and sufficient reason, up to forty-eight (48) hours before the advertised deadline, the City may extend the response deadline to this RFP. Should an extension occur, all firms who received a RFP will receive an addendum setting forth a new date and time for the response deadline.

## **II. SPECIAL TERMS AND CONDITIONS**

**1.** The successful Proposer shall be required to submit proof of licenses or certifications as required by the City and the State of Florida.

**2.** The successful Proposer shall be required to enter into a contract that will be provided by the City that substantially reflects the requirements of the projects and its RFP. The City reserves the right to waive/adjust any minor inconsistencies between the RFP and the finalized contract between it and the successful Proposer. The City anticipates using a contract similar to the contractual format established by the State of Florida Department of Management Services for the Construction Agreement between Owner and Negotiated General Contractor/Construction Manager.

**3.** The successful Proposer shall hold harmless, indemnify, and defend the City, its Council members, employees, representatives, and agents against any claim, action, loss, damage, injury, liability, cost, and expense of whatsoever kind of nature arising out of or incidental to this work.

**4. The successful Proposer shall not be allowed to substitute project team members named in this response without prior written permission from the City.**

**5.** The successful Proposer, prior to the signing of a contract and before starting any work on this project, will be required to submit certificates of insurance, and payment and performance bonds.

**6.** In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

## **III. GENERAL SCOPE OF SERVICES**

The Construction Manager, if selected to enter into a contract with the City, will provide a Guaranteed Maximum Price (GMP) for the total construction cost, provide Performance and payment Bonds for the full value of the GMP, and will hold all trade contracts. The City anticipates the following general scope of services, but reserves the right to modify, add, or delete any services listed on the next page.

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**a. Design Phase (in conjunction with the services of the Architect) should include, but is not limited to:**

- Design review and input
- Total Project Schedule
- Construction cost estimate (including total project cost, draft GMP, and updated GMP)
- Value engineering and construction alternatives
- Coordination and interface of the contract documents general conditions, special conditions, trade contractor bid packages, etc.
- Construction Planning
- Development of trade contractor bid packages and recommendation on the clarification of responsibilities for trade contractors
- Market stimulation for trade contractor bidding
- Construction trade contractor pre-qualifications
- Site utilization planning before and during construction
- Identification of significant direct purchase items and/or long lead items; and
- Plans and Specification reviews including design development, construction documentation, and constructability review.

**b. Construction Phase should include, but is not limited to:**

- Project meetings
- Scheduling, updates, and planning
- Estimating, including final GMP
- Bidding (selection of the trade contractors and/or material suppliers for the project and bidding must comply with the City's procurement provisions within its Code of Ordinances to the best of the Construction Manager's ability)
- GMP (not to exceed total for the costs of the physical construction and the general conditions necessary for the total construction of the project)
- Trade contract procurement and administration
- Owner-furnished materials
- Cost control
- Project record keeping
- Direct purchasing of materials to recover sales tax in coordination with the City and State requirements
- Site management such as project control, supervision, scheduling, planning, quality assurance, quality control, safety, etc.
- Physical construction
- Information Management
- Change Orders/claims management
- Permitting
- Special inspection coordination (geotechnical, materials testing, threshold inspection, etc.)
- Reporting
- Shop drawings submittals/document control field as-built
- Substantial completion, final completion, warranty compliance inspection, building commissioning, etc.
- Move-in and occupancy coordination, as needed, including training of City personnel; and
- Warranty management.

#### IV. SUBMITTAL REQUIREMENTS – PROPOSAL STATEMENTS

Proposal Statements and Cost Proposals will be evaluated on the basis of the written document. As such, the documents must be complete, concise, and clear as to the intent of the Proposer. In order to maintain competitiveness and for ease of evaluation, responses to this RFP must be responsive to the following and presented in this format and order:

**1. COVER LETTER.** Describe your Firm or team's interest and commitment in providing construction management services to the City. The letter shall be signed by a person authorized to negotiate a contract with the City. (Not considered in the 20-page count of the proposal.)

**2. STAFFING, SUB-CONTRACTORS, TEAM EXPERIENCE, AND UNDERSTANDING OF PROJECT & OBJECTIVES.** Describe the qualifications and experience of the team members expected to be assigned to this project. The description shall include previous experience with similar projects. Include an organization chart and provide a matrix including which projects team members have worked on together in the past. A discussion demonstrating the Proposer's understanding of the project, the goals, the services to be provided, and their significance to the City's overall goals.

**3. WORK PLAN APPROACH AND SCHEDULE.** Discuss your Firm's understanding of the scope of work to be performed and level of effort expected to be performed by each resource. Include an itemized table of estimated person hours by professional classification (or team member) to quantify the level of effort. Describe the method that will be used for scheduling, coordination, management of overall project costs, quality assurance/quality control, and list key or potential issues/risk you may deem critical to this project.

**4. RESUMES.** Include single-page resumes of the engineers, technicians, key personnel, and sub-contractors (if any) to be assigned to the project. It is expected that designated key staff will remain for the duration of the project. Key staff substitution will be allowed only after an interview and concurrence with the City. (Not considered in the 20-page count of the proposal.)

**5. RATE SCHEDULE.** The Proposer shall provide the most current rate schedule that includes the rates of all applicable staff that may be assigned to this project. (Not considered in the 20-page count of the proposal.)

**6. COST CONTROL.** For two (2) of the Projects listed in response to Number 2 above, describe cost-control methods for the design and construction phases. How did you develop cost estimates and how often were they updated? Provide examples of how these techniques were used and what degree of accuracy was achieved. Include examples of successful value engineering to maintain project budgets without sacrificing quality. Include a sample of a cost estimate. (Note: follow instructions for Work Product Samples included in this section of the RFP when submitting this example).

**7. CONFLICT RESOLUTION.** For two (2) of the Projects listed in response to Number 2 above, describe conflicts or potential conflicts with the Owner, Architect, Engineer, or trade contractors, and describe the methods used to prevent and/or resolve those conflicts.

**8. JOINT VENTURE.** Is the Proposer a joint venture? If so, describe the division of responsibilities between the participating firms, the offices (location) that will be the primary participants, and the percent interest of each firm.

**9. REFERENCES.** Provide at least five (5) references (name, agency, title, address, and telephone number) for recent similar or related work. (Not considered in the 20-page count of the proposal.)

**10. OTHER RELEVANT INFORMATION & EXCEPTIONS.** Provide additional relevant information that may be helpful in the selection process including any exceptions taken to the City's standard agreement. (Not considered in the 20-page count of the proposal.)

**11. CONFIRMATION OF ACCEPTANCE.** By submission of a response to this RFP, the Proposer makes the following acknowledgments/certifications. Include a signed and notarized statement indicating confirmation of acceptance.

**a.** Your firm/organization/joint venture consents that proposals will not be accepted from any company, firm, person, or party, parent, or subsidiary, against which the City has an outstanding claim, or a financial dispute relating to prior contract performance with the City. At any time the City discovers such a dispute during any point of evaluation, the Proposal will not be considered further.

**b.** Through a statement of disclosure, your firm/organization/joint venture will provide sufficient detail of any relationship, especially financial, between members of your firm and any City employees or their family members. This will allow the City to evaluate possible conflicts of interest. The City will determine whether the extent of any conflict of interest will disqualify the respondent.

**c.** Regarding information furnished by the applicant herewith, and as may be provided subsequently (including information presented at interview, if shortlisted).

**d.** All information of a factual nature is certified to be true and accurate.

**e.** All statements of intent or proposed future action (including the assignment of personnel and the provision of services) are commitments that will be honored by the Proposer if awarded the contract.

**12. IT IS ACKNOWLEDGED THAT:**

**a.** If any information provided by the Proposer is found to be, in the opinion of the Selection Committee of the City Commission, substantially reliable, this Proposal may be rejected.

**b.** The Selection Committee or City Commission may reject all proposers and may stop the selection process at any time.

c. The selection of finalists for interview will be made on the basis of information provided herein. The interviewed Proposers will be ranked based on their response to the interview questions, and results of reference checks.

d. It is understood that this Proposal must be received by the City of Madeira Beach, 300 Municipal Drive, Madeira Beach, FL 33708, **no later than 1:00 PM on August 23, 2024.**

e. The Proposer has not been convicted of a public entity crime within the past thirty-six (36) months, as set forth in Section 287.133, *Florida Statutes*.

**V. SUBMITTAL GUIDELINES**

The responsibility for obtaining, completing, and submitting Proposal Statements to the City shall be solely and strictly the responsibility of the Proposer. The entire response package shall be enclosed in a sealed envelope or container and shall have the following information clearly printed or written on the exterior of the envelope or container:

***Redington Beaches Emergency Medical Services Station***

**The name of the Respondent (person or entity responding to this RFP).**

The Proposal shall contain 8-1/2" x 11" sheet sizes for the text and 11" x 17" sheet sizes for any drawings. Proposals shall not be more than twenty (20) pages.

The envelope shall be addressed to:

**City of Madeira Beach**

**Ref: Redington Beaches EMS Station**

**300 Municipal Drive**

**Madeira Beach, FL 33708**

Proposers shall submit Responses consisting of one (1) bound original, eight (8) unbound copies, and one (1) electronic copy in a searchable PDF format provided on a flash drive. Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page of the RFP response must be numbered in a manner to be uniquely identified. RFP responses must be clear, concise, and well organized.

Sealed responses must be received by the Office of the City Clerk, either by mail or hand delivery, no later than **1:00 PM on August 23, 2024**. Delivery must be during the City Hall’s normal working hours, any response received after the above stated deadline will be returned, unopened, and will not be considered.

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting contract. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

**a. Additional Submittal Information**

The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

All costs incurred during Proposal preparation or in any way associated with the Proposer's preparations, submission, presentation, or oral interview, if held, shall be the sole responsibility of the Proposer.

If awarded a contract, the Proposer shall maintain insurance coverage, including errors and omissions and worker's compensation, reflecting the minimum amounts and conditions specified by the City. Firms are liable for all errors or omissions contained in their proposals.

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Work required under this RFP; (2) Proposer comprehends all conditions that may impact the Proposal; (3) Proposer has reviewed of all addenda; and (4) Proposer is capable of providing the equipment, goods, and services necessary to perform the work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposer's own risk. A Proposer shall have no claim against the City based upon ignorance or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions, and the resulting contract shall not be cause to alter any term of the resulting contract, nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation. All Proposals and prices set forth therein shall be deemed to include applicable taxes. The Proposer shall be appropriately licensed in accordance with the laws of the State of Florida for the work to be performed. The cost for any required licenses or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract.

**b. Non-Obligation**

The City retains sole discretion to evaluate proposals and may make an award to the Proposer that the City deems to have the most responsive Proposal. Receipt of Proposals in response to this RFP does not obligate the City in any way to engage any Proposer, and the City reserves the right to reject any or all Proposals, wholly or in part, at any time, without penalty. The City also reserves the right to, in its sole discretion, conduct interviews of the top-ranked Firms that timely and fully respond to this RFP before awarding this Project to the successful Firm. The City shall retain the right to abandon the Proposal process at any time prior to the actual execution of a contract with a Proposer, and the City shall bear no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any contract entered into.

**c. Designated Contact**

The awarded Proposer 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 final contract.

**d. Insurance Requirements**

Include proof of insurance furnished by the Proposer's carrier to guarantee the Proposer is insured. The awarded Proposer must file with the City certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

**Liability Insurance:** The party submitting an RFP, if selected, shall furnish, pay for, and maintain during the life of any contract entered into with the City, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, employees, or subcontractors with the following liability coverage's limits and with no less than:

**Comprehensive General Liability:** \$5,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability:** \$5,000,000 per accident for bodily injury and property damage.

**Employer's Liability:** \$100,000 each employee, each accident, and \$100,000 each employee/\$500,000 policy limit for disease, and which meets all state and federal laws. Coverage must be applicable to employees, contractors, and subcontractors, if any.

**Professional Liability/Malpractice/Errors or Omissions:** \$1,000,000 per occurrence as appropriate for the type of business engaged in by the Proposer shall be purchased and maintained.

**Workers' Compensation:** Proposer will obtain and maintain during the life of the final contract workers' compensation insurance in accordance with the laws of the State of Florida, for all of Proposer's employees employed at the site of the Project.

**e. Assurances**

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



**f. No Collusion**

By offering a submission to this RFP, the Proposer certifies that no attempt has been made or will be made by the Proposer to induce any other person or firm(s) to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and no person other than those therein mentioned has/have any interest in this submission or in a contract to be entered into by the City and a Proposer. Any prospective Proposer shall 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.

**g. Termination**

The resulting contract of this RFP may be canceled by the City when:

- i. Sufficient funds are not available to continue its full and faithful performance of the resulting contract;
- ii. Sub-standard or non-performance of the resulting contract;
- iii. The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party;
- iv. 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.

**h. Submittal Withdrawal**

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

- i. That the Proposer acted in good faith in submitting the submittal;
- ii. That in preparing the submittal, there was an error of such magnitude that enforcement of the submittal would create severe hardship upon the Proposer;
- iii. That the error was not the result of gross negligence or willful inattention on the part of the Proposer;
- iv. 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;
- v. The Proposer submits documentation and an explanation of how the error was made.

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**VI. SCHEDULE AND SUBMITTALS**

The City’s target dates are as follows:

Release of RFP: July 26, 2024

Proposal Due: August 23, 2024

Design Contract Award: Recommendation to City Commission at Workshop August 28<sup>th</sup>, final approval at Regular Meeting September 11<sup>th</sup>)

Completion of Bid Documents: September 12, 2024

Construction Commencement: Fiscal Year 2024

Construction Completion: Fiscal Year 2025, early Fiscal Year 2026

**VII. CITY RESPONSIBILITIES**

a. The City will provide access to the Madeira Beach Fire Station (“Fire”) upon advance request from the Firm and approved appointment by Fire.

b. Provide any existing studies or analysis, if available, for the Proposer to review.

**VIII. EVALUATION AND SELECTION PROCESS**

Proposals will be screened and the top candidates will be reviewed by a selection committee. The proposals for the top candidates will be verified and references will be checked. In reviewing the proposals, the City will carefully weigh:

- Firm’s understanding of the City’s desires and general approach to completing the work;
- Firm’s experience with contracts of similar complexity and magnitude;
- Qualifications of the staff and sub-contractors being assigned to this project;
- Demonstrated ability of the Firm to perform high quality work, to control costs, and to meet time schedules;
- Ability to work effectively and collaboratively with City staff.

Firms will be evaluated in accordance with the weighted criteria listed below. All criteria will be graded on a 1–10 scale, with 1 being the lowest score possible and 10 being the highest score.

Category	Rating (1-10)	Weight (1-5)	Total
1 Experience with Implementation of Similar Projects	4		
2 Qualifications of Staff Members Assigned to This Project	3		
3 Approach and Understanding of the City’s Needs	5		
4 Location of Firm and Staff Assigned to this Project	5		
5 Overall Ability to Execute Services in a Fiscally Responsible Manner	4		
6 Reference Report	3		

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Other qualifications/criteria as deemed appropriate by the Fire Chief or the panel reviewing the Proposals.

The City will begin contract negotiations with the Firm determined to be the most qualified. In the event that a contract cannot be negotiated with the first Firm, the City reserves the right to negotiate with the next qualified Firm(s) until a contract can be reached.

Compensation which is determined to be fair, competitive, and reasonable will be considered during the negotiations of a final contract with the selected Proposer.

Payment for the Project will be on a lump sum basis. Progressive payments will be made but will not exceed the percent as listed for each level.

**IX. APPLICABLE LAW AND VENUE**

This RFP and all Proposals thereto shall be governed by, construed, and interpreted in accordance with the laws of the state of Florida without regard to the conflicts of law principals in any resulting contract between the selected and successful Proposer. Each of the parties hereto: (1) irrevocably submit itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Sixth Judicial Circuit in and for Pinellas County, Florida, for any state court action arising out of the resulting contract from this RFP between the City and the successful Proposer, and exclusively in the United States District Court for the Middle District of Florida, Tampa Division, for any federal court action arising out of the resulting contract from this RFP between the City and the successful Proposer; and (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 is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party thereto is brought in an inconvenient forum or that venue of such suit, action, or proceeding is improper, or that the resulting contract from this RFP between the City and the successful Proposer or the subject matter hereof may not be enforced in or by such courts.

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### Certification of Information Provided

I certify that the information and responses provided on this submittal are true, accurate, and complete. The owner of the project or its representatives may contact any entity or reference listed in this submittal. Each entity or reference may make any information concerning the Firm available to the owner.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

As \_\_\_\_\_(title)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me the undersigned

authority, personally appeared \_\_\_\_\_, to me known to be the individual described in

and who executed the forgoing instrument as \_\_\_\_\_ (title) of the firm of \_\_\_\_\_ and acknowledged the execution of same, for and on

behalf of and

as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_ [ ]

(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name)

Personally known \_\_\_\_\_

Or produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

**ATTACHMENT "A"**

**PUBLIC ENTITY CRIME AFFIDAVIT**

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/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental 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 Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK.]**



# Memorandum

**Meeting Details:** September 11, 2024

**Prepared For:** Mayor & Board of Commissioners

**From:** Brian Crabtree, Marina Manager & Megan Wepfer, Public Works Director

**Subject:** RFP 2024-03 City Seawall Repairs and Replacements

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## Background

City Staff released a request for proposal (RFP) on July 1<sup>st</sup> and posted it to DemandStar for public viewing. This bid covers 360 LF of seawall replacement at the Marina from the fuel dock to the boat ramp, 40.3 LF of seawall replacement at the stormwater station located at 14101 N Bayshore, 627 LF of seawall repairs and approximately 517 LF of sidewalk replacement at Patriot Park, and 40 LF of seawall repairs at 142<sup>nd</sup> and N Bayshore street end. All locations listed in the RFP have been inspected by Ruben Clarson Consulting and staff has followed their recommendations. A mandatory pre-bid meeting was held on July 9<sup>th</sup> starting at the Marina and visiting each location where six (6) companies attended. All submittals were due to City Hall July 30<sup>th</sup> at 11:00 where we received 3 submittals. Submittals were received from Granite Construction, Loftis Marine LLC, and Speeler Foundations.

The bids that were received were broken down in 5 sections which includes mobilization/demobilization, Marina, Patriot Park, 142<sup>nd</sup>, and 14101 N Bayshore to show the cost per location for budgeting purposes. The 3 submittals received were from Granite Construction Company for a total of \$737,321.00, Loftis Marine LLC for a total of \$583,662.00, and Speeler Foundations for a total of \$329,650.00. Once opened staff reviewed the submittal from Speeler Foundations to ensure all items required were included in the bid. After review staff recommends the approval of Speeler Foundations to complete the Seawall Repairs and Replacement listed in RFP 2024-03.

A state appropriation has been received from FDEP for a total of \$100,000 that will be divided between the Marina and Archibald Fund to cover the replacements at both the Marina and 14101 N Bayshore. City Manger has been in contact with FDEP to get the grant agreement together to bring before the BOC.

**Fiscal Impact**

The total cost of this project will be \$329,650.00 broken down into the Marina and Archibald Park funds. The total cost for the Marina budget will be \$208,500.00, Archibald broken down in CIP and maintenance account total will be \$121,150.

**Recommendation(s)**

Staff recommends the Board of Commissioners accept RFP 2024-03 and approve Speeler Foundation to proceed with the City Owned Seawall Replacement and repair’s locations listed for the total amount of \$329,650.00

**Attachments**

- = Bid Tabulation
- = Speeler Foundations Submittal



# **City of Madeira Beach**

Request for Proposal (RFP)

RFP# 2024-03

## **City Owned Seawall Replacement and Repairs**

Due by 11:00 AM July 30, 2024

City Hall

300 Municipal Drive

Madeira Beach, Florida 33708



## PURPOSE AND INTRODUCTION

The City of Madeira Beach, Florida ("City") is requesting Proposals from Florida certified, licensed and otherwise qualified Contractors ("CONTRACTOR"), one of which may be selected by the City to enter into a Contract for the construction of a project known as the "**RFP No. 2024-03 City Owned Seawall Replacement and Repairs**" on City-owned property located at 503 150<sup>th</sup> Ave., 424 150<sup>th</sup> Ave., 14109 N Bayshore and the street end at 142<sup>nd</sup> and N Bayshore in Madeira Beach, Pinellas County, Florida. The subject site is located within the City of Madeira Beach. See attached plans for full specs. The Marina and 14109 N Bayshore will need to be demoed and rebuilt per the attached Approved Permit Drawings and Permit Conditions and the seawalls located at 424 150<sup>th</sup> and 142<sup>nd</sup> and N Bayshore will need to be repaired per the attached inspection reports. Permits will be acquired through the City of Madeira Beach.

## MANDATORY PRE-BID MEETING

A **MANDATORY** Pre-Proposal Conference is scheduled for 10:00 a.m., on Tuesday, July 9th, 2024, to be held on site at Patriot Park located at 424 150<sup>th</sup> Ave. in Madeira Beach, Florida. All persons and CONTRACTORS planning to submit a Proposal are required to attend this meeting, which will outline the project as described in this RFP and provide an opportunity for questions and answers for all interested persons. Contractors must allow sufficient time to ensure arrival prior to the indicated time. **PEOPLE ARRIVING PAST THE INDICATED TIME WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL. PROPOSALS FROM THOSE WHO HAVE FAILED TO ATTEND WILL NOT BE OPENED.**

All Proposals must be submitted to the city in a sealed envelope and clearly marked: "**City RFP No. 2024-03 City Owned Seawall Replacement and Repairs**". All Proposals must be received in the Office of the City Clerk no later than 11:00 a.m. on Tuesday, July 30th, 2024, where they will be opened in a public forum at 11:30 a.m., on that same day. One (1) USB in PDF Format must be submitted. Any interpretations, clarifications or additional information not disclosed in this RFP and determined to be necessary by the City in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, [www.madeirabeachfl.gov](http://www.madeirabeachfl.gov), to all interested persons identified by the City as having received the bid documents. The Bidder is required to check the site to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such an addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Bidders must allow sufficient time to ensure arrival prior to the stated time for the pre-bid meeting. Bids from those who have failed to attend will not be opened. Bidders arriving past the indicated time will not be eligible to submit a Bid.

Any responses received by the office of the City Clerk after the due date and time specified in this RFP will not be considered and will be returned unopened.

Corrections of any kind to any RFP must be initiated by an authorized representative of the CONTRACTOR. All Proposals must contain a manual signature of an authorized CONTRACTOR representative.

## CONTACT INFORMATION

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

**Brian Crabtree**  
Marina Manager  
503 150<sup>th</sup> Avenue  
Madeira Beach, Florida 33708  
(727) 399-2631 or (727) 409-0584  
bcrabtree@madeirabeachfl.gov

To submit a Request for Proposal, the submission must be **sealed and plainly marked “RFP #2024-03 Marina Seawall Replacement” on the outside of the mailing envelope**, addressed to: City of Madeira Beach, 300 Municipal Dr., Madeira Beach, FL 33708.

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

## CALENDAR OF EVENTS

- |                               |   |
|-------------------------------|---|
| <b>A.</b> July 1, 2024,       | Request for Proposal (RFP) release date |
| <b>B.</b> July 9, 2024,       | Mandatory Pre-Bid Meeting 10:00AM       |
| <b>C.</b> July 16, 2024,      | Questions due                           |
| <b>D.</b> July 23, 2024,      | Answers / Clarification Posted          |
| <b>E.</b> July 30, 2024,      | Bid Due 11:00 AM at City Hall           |
| <b>F.</b> July 30, 2024,      | Bid Opening 11:30 AM at City Hall       |
| <b>G.</b> August 28, 2024,    | Tentative BOC Workshop Discussion       |
| <b>H.</b> September 11, 2024, | Tentative Bid & Contract award          |

## ADDITIONAL CONDITIONS

- The “CITY” reserves the right to reject any or all proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the “CITY,” the proposals shall become the property of the “CITY” without compensation to the proponent, for disposition or usage by the “CITY” at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.
- Costs to Prepare Responses: The “CITY” assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposals. RFP 2024-03: On-Call Electrical Services 6
- Equal Employment Opportunity: During the performance of this Contract, the “CONTRACTOR” agrees as follows: The “CONTRACTOR” will not discriminate against any employee or applicant



for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

## CONFLICT OF INTEREST DISCLOSURE

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

## PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the "CITY," as a public entity, may not consider a proposal package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law. A person or an affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract to provide any goods or services to a public entity, may not submit a bid 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 a public entity, and may not transact business with any public entity in excess of the threshold amount supplied in Section 287.017, Florida Statutes, for CATEGORY TWO for a 16 period of thirty-six (36) months from the date of being placed on the convicted vendors list.

## SCOPE OF SERVICES

This Request for Proposal will include 4 areas, 2 of which will require removal and replacement of the wall and cap and the other 2 repairs as listed in the recommendations from the consultant.

Madeira Beach Municipal Marina seawall and cap from the fuel dock to the current boat ramp. The seawall project is 360 linear feet in total, 160 feet of 7-8' and 200 feet of 6' or less, measured from the bottom of the cap to the mudline. Project will include the temporary removal and replacement of all walkways to figure piers (5), gangways (1) and a main B-dock entrance (1). All walkways and piers will match the height of the seawall so there are no tripping hazards. Before work begins the contractor will survey the site for any utilities that will need to be removed/disconnected during Construction. Utility lines (water/power) to the main B-dock entrance will be temporarily removed and reconnected by the contractor. The current walkway to the B-Dock fixed dock will be removed and replaced with a new cement walkway. The Power & Water for slip pedestals#61-65 will be removed and replaced by the contractor. Power for lift on slip #65 will need to be disconnected/reconnected. Also, any other additional structures or utilities that will be affected during the project construction will need to be identified and requested to be temporarily moved and/or replaced by the contractor or utility company. All necessary utility/conduit sleeves will need to be provided by the sea wall contractor. There are 3 locations in total. Three sleeves for power and two lines for water.

The other locations will consist of 424 150<sup>th</sup> approximately 627 LF of seawall repairs and the repair or removal and replacement of the 515 +/- concrete sidewalk that runs along the seawall at 6 FT wide by 4



inches in depth with 3500 PSI concrete. 142<sup>nd</sup> Ave. and N Bayshore Repair of approximately 40LF see recommendations attached and the removal and replacement of the seawall and cap at 142<sup>nd</sup> Ave. and N Bayshore street end per the attached permit drawings.

## DESCRIPTION OF WORK

**Marina Replacement:** The 360' of seawall will need to be vinyl sheet piled. Seawall cap, tiebacks and dead men will need to be replaced. All dock, gangway and finger pier entrances will need the necessary deck boards carefully removed, stowed safely and put back to match the original docks/piers. Any utilities that need to be moved or disconnected/reconnected will be identified by the contractor. Utilities will be disconnected/reconnected by the awarded contractor. See attached Design Plans.

**424 150<sup>th</sup> Ave. Repair:** The Seawall is approximately 627 LF case in place concrete with precast panels and the seawall exposed height is 58 to 83 inches. This seawall has horizontal, vertical, and diagonal cracking on several slabs with some appearing to be pushed out. There is a thin layer of rip rap at the toe of the wall in areas and is not providing structural support. The wall has no well point drains causing sediment loss behind the wall. Sediment is also being lost through open slab joints and expansion joints in the cap. The loss of sediment has caused hollow points beneath the sidewalk area which will include the correction of the elevation on the sidewalk or a full replacement. See attached inspection report and bid according to the seawall recommendations from Ruben Clarson Consulting.

**142<sup>nd</sup> Ave & N Bayshore Street End Repair:** The current seawall is approximately 40 LF replaced cast in place concrete with original precast concrete 4 ft wide by 8ft slabs. The seawall exposed height from the top of the cap to the berm 45 to 72 inches / approximately 3.75 to 6ft. There is some longitudinal cracking in the cap indicating the rebar is rusting inside the concrete from salt instruction. There are slab joints open causing extensive sediment loss behind the wall. There are no well points observed to relieve hydrostatic pressure or aid in removing water from behind the wall. See attached inspection report and bid according to the seawall recommendations from Ruben Clarson Consulting.

**14109 N Bayshore Replacement:** The current seawall is approximately 40.3 LF original cast in place concrete cap with precast concrete panels 4 Ft wide by 8 Ft long slabs. The exposed seawall height from the top of the cap to the berm is approximately 4 Ft with a 36" RCP stormwater pipe sticking approximately 18" out from the wall invert 42". There is some riprap at the toe of the wall and a retaining wall to the left of the property. See attached permit drawings and seawall recommendations in the inspection report from Ruben Clarson Consulting for the full replacement of the seawall.

## CRITERIA FOR SELECTION OF CONTRACTORS

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

In evaluating Bidders, Owner may consider the qualifications of Bidders and the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of

the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

Evaluation Scoring Criteria	Possible Points
Capability and qualifications of the proposer	20
Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.	15
Resources and Availability – include a list of subcontractors	15
Client References and past performance	15
Total Bid Cost	35
Total	

### AWARD

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



# STATEMENT OF QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets or attachments, as necessary.

1. Name of Contractor: Douglas R. Speeler, Jr.
2. Name of Business (if different than #1): Speeler Foundations, Inc.
3. Form of Entity: S-Corp
4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.):  
6111 142nd Ave. N. Clearwater, FL. 33760 727-535-5735 doug@speeler.com heather@speeler.com
5. Date Organized: September 5, 2000
6. Where Organized: Pinellas County, Florida
7. How many years have you been engaged in the Marine Dock/Seawall building under your present name; also, state names and dates of previous business names, if any. 24 Years
8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: No
9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: No.
10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: \_\_\_\_\_
11. List your key personnel available for this contract.: \_\_\_\_\_

The City of Madeira Beach reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

x *[Handwritten Signature]*  
 Authorized Signature  
7/30/24  
 Date Signed

### NOTARY

State of: Florida

County of: Pinellas

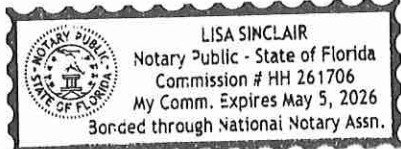
Sworn to and subscribed before me this 30th day of July, 2024

Personally Known [initials] or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

Signature of Notary *[Handwritten Signature]*

(seal)

My Commission Expires May 5 2026





6111 142nd Ave. N.  
Clearwater, FL 33760  
Office (727) 535-5735  
Fax (727) 535-6041  
www.speeler.com

City of Madeira Beach RFP#2024-03  
City Owned Seawall Replacement & Repairs  
Statement of Qualification

Speeler Foundations, Inc. is a well-respected marine construction company located in Pinellas County. Our work spans all of Pinellas County, including residential, commercial, and governmental projects. In addition to the numerous residential projects, we have completed work several cities, including Madeira Beach, Gulfport, St. Petersburg, Indian Shores & Clearwater, as well as the Florida Fish & Wildlife Commission, the St. Petersburg Sheriff's Dept., Pinellas County Water & Navigation, and the Coast Guard.

We thoroughly understand the scope of work requested in RFP#2024-03 and feel that we are highly qualified to perform this work.

We obtain our quality materials from Decks & Docks Lumber Company & Frontier Ready Mix. We are a self-sufficient marine construction company and perform all of our own construction work.

Work can commence construction within 30 – 60 working days(Monday – Friday) after being awarded bid.

If you need any further information, please let me know.

Thank you,

Douglas R. Speeler, Jr.







**B. LIFT CAPACITY WARRANTY**

It is hereby warranted that rated lift capacities of all dry-docks, cranes, travel lifts, loaders, hoist and marine railways owned by or operated on behalf of the Named Insured shall not be exceeded.

**C. INCLUSION OF ADDITIONAL ASSURED OR LOSS PAYEES**

Wherever Additional Assureds or Loss Payees are added to this Policy it is hereby agreed:

1. Such Additional Assureds or Loss Payees are included only with respect to such activities insured by this Policy as would exist in the absence of the naming of Additional Assureds or Loss Payees and coverage hereunder shall in no way be considered extended by the inclusion of Additional Assureds or Loss Payees.
2. The inclusion of Additional Assureds or Loss Payees in no way increases the limit of liability hereunder.
3. In the event of cancellation or change in policy coverage, unless specifically endorsed in writing to the contrary hereon, no obligation is imposed on this Company to send notice of cancellation or change of coverage to an Additional Assured or Loss Payee and notice to the original named Assured shall discharge all obligations of this Company hereunder. This Company shall not be required to notify Additional Assureds or Loss Payees of any cancellation received from the original assured hereon.
4. As respects the Loss Payees shown on the Declarations, such Loss Payees are added as their interests may appear.
5. As respects the Additional Assureds shown on the Declarations, notwithstanding anything to the contrary contained in the policy to which this endorsement is attached, it is agreed and understood that this Policy shall include as an Additional Assured those person(s) or organization(s) shown on the Declarations for whom you are performing operations when you and such person or organization have agreed in writing in a written contract or agreement that such person or organization be added as an Additional Assured on your policy. But any such entity shall only qualify as an Additional Assured with respect to liability for bodily injury or property damage caused in whole or in part by Your acts or omissions; or the acts or omissions of those acting on Your behalf in the performance of Your ongoing operations for the Additional Assured. A person's or organization's status as an Additional Assured under this endorsement ends when your operations for that Additional Assured are completed.

- IV.** The following Non-Contributory Endorsement for Additional Assureds applies **ONLY** where required by written contract **AND ONLY** if indicated in the Declarations.

**NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL ASSURED**

For organizations that are listed in the Declarations that qualify as an Additional Assured, the following is added to the Policy's Other Insurance provision(s):

If other insurance is available to the Additional Assured(s) listed or described in the Declarations for a loss we cover under this Policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the applicable Additional Assured.

- V.** The following Absolute Pollution Exclusion shall apply to coverage provided herein **UNLESS** the Pollution Limitation Endorsement (Sudden & Accidental Basis), as described in paragraph B. below, is otherwise indicated in the Declarations:

**A. ABSOLUTE POLLUTION EXCLUSION**

1. It is hereby agreed that this Policy shall not apply to any liability for bodily injury, property damage or personal injury arising out of the actual, alleged or threatened "release" of "pollutants" into or upon land, the atmosphere or any watercourse, water supply, reservoir or body of water.

It is further agreed that the intent and effect of this exclusion is to delete from any and all coverages afforded by this Policy any occurrence, claim, suit, cause of action, liability, settlement, judgment, defense costs or expenses in any way arising out of such "release" whether or not such "release" arises out of the activities of the Assured or the activities of others and whether or not such "release" is sudden or gradual and whether or not such "release" is expected, intended, foreseeable, fortuitous, accidental or inevitable, and wherever such "release" occurs.

## REFERENCES

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

**Information below to be included for all five references in the proposal.**

Contact Name Ed Shaugnessy

Business Name Belleair Country Club

Business Address One Country Club Way Belleair, FL. 33785

Contact Phone 727-461-7171

Contact Email ed@belleaircc.com Other

Information (describe): 702 lineal feet of seawall

## INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is 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

## 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



## REFERENCES

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

**Information below to be included for all five references in the proposal.**

Contact Name Bill Karns

Business Name Madeira Beach Town Center

Business Address 410 150th Ave. Madeira Beach, FL. 33708

Contact Phone 727-422-10016

Contact Email wkarns@karnsenterprises.com Other

Information (describe): 414 lineal feet of seawall

## INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is 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

## 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

## REFERENCES

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

**Information below to be included for all five references in the proposal.**

Contact Name Mike Flood

Business Name The DeNunzio Group (Madeira Beach Project, LLC)

Business Address 555 150th Ave. Madeira Beach, FL. 33708

Contact Phone 617-945-2555

Contact Email mike@thedenunziogroup.com Other

Information (describe): 1,525 lineal feet of seawall

## INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is 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

## 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

## REFERENCES

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

**Information below to be included for all five references in the proposal.**

Contact Name Dave Travis

Business Name Travis Corp. of Pinellas

Business Address 9293 Bay Pines Blvd. Semionole, FL. 33708

Contact Phone 727-639-7203

Contact Email davetravis@baypinesmarina.com Other

Information (describe): Dock rebuild and boatlift install.

## INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is 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

## 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



## REFERENCES

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

**Information below to be included for all five references in the proposal.**

Contact Name Megan Wepfer

Business Name City of Madeira Beach(Coastal Groin Restoration)

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

Contact Phone 727-543-8154

Contact Email mwepfer@madeirabeachfl.gov Other

Information (describe): Rehabilitate 22 existing beach groins

## INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is 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

## INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the

negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

## NO COLLUSION

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

## TERMINATION

The resulting contract may be canceled by the City when:

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

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

## SUBMITTAL WITHDRAWAL

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

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

## TAXES, FEES, CODES, LICENSING

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

## COMPLIANCE WITH ALL APPLICABLE LAWS

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

## PROPOSAL REQUIREMENTS

Submit one (1) electronic PDF proposal package organized Via demandstar or delivered to City Hall in the below order.

- A. Statement of Qualification: To be submitted on the "CONTRACTOR" letterhead. The statement of interest shall:
  - o Concisely state the "CONTRACTOR"'s understanding of the RFP.
  - o Include additional relevant information not requested elsewhere in the RFP.
  - o The signature on the statement shall be that of a person authorized to represent and bind the "CONTRACTOR"
- B. References- current, or recent project relating to the RFP.
  - o Provide a minimum of five (5) references for work performed like the scope of this RFP.
- C. Proposal Form - signed and completed.
- D. CONTRACTOR Profile – Completed
- E. Hold Harmless Agreement – signed and completed.
- F. Sworn Statement to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes form- signed and completed.
- G. Immigration Affidavit certification- Signed and completed.
- H. Bid Tabulation Form
- I. Contractors Licenses
- J. Certificate of Insurance
- K. Signed Agreement for Dock replacement.
  - o Exhibit A Public Contracting and Environmental Crimes Certificate- signed and completed.
  - o Exhibit B Drug Free Workplace Certificate – Signed and completed.



# PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals Douglas R. Speeler, Jr.

Name of Person Submitting Proposals Douglas R. Speeler, Jr.

### PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments here to attached. The "CONTRACTOR" proposes and agrees, if this submission is accepted, to contract with the "CITY" of Madeira Beach to furnish all necessary materials, equipment, labor, and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The "CONTRACTOR" agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

### BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
#1	7/18/2024
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at the Site.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, 19 progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. The Bidder has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

Signature X Q. S. R.

Date 7/30/24

RFP Number 2023-09 Check if exception(s) or deviation(s) to specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

### “CONTRACTOR” PROFILE

Submitted by (Company Name): Speeler Foundations, Inc.

Contact Information: (Phone & Email Address): 727-535-5735 heather@speeler.com

Circle one of the following:

**Corporation**     **Partnership**     **Individual**     **Joint Venture**

Other Describe: \_\_\_\_\_

Florida Contractor License Number: C-8853(PCCLB)

Expiration Date: 9/30/2024    Unique Entity ID: \_\_\_\_\_    FEIN: 59-3669172

Office Location: 6111 142nd Ave. N. Clearwater, FL. 33760

Number of people in your organization: 58

Length of time the Contractor has been doing business under this name in Florida: 24 years.

Length of time your firm has provided services to governmental clients: 24 years.

Under what other name(s) has your firm operated: Speeler Companies

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

**YES**

**NO**

If yes, Include a detailed explanation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## HOLD HARMLESS AGREEMENT

The Contractor agrees to hold the City of Madeira Beach harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Contractor.

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

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Douglas R. Speeler, Jr.  
Contractor/ "CONTRACTOR"- Printed Name

X DRS  
Signature

City Owned Seawall Replacement & Repairs  
Project Name

7/30/24  
Date

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

## SWORN STATEMENT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM

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

1. This sworn statement is submitted to the "CITY" of Madeira Beach  
By Douglas R. Speeler, Jr.  
(Print individual's name and title)  
for Speeler Foundations, Inc.  
(Print name of entity submitting sworn statement)  
whose business address is 6111 142nd Ave. N. Clearwater, FL. 33760 and (if applicable) its  
Federal Employer Identification Number (FEIN) is 59-3669172.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
  - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).  
  X   Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.  
           The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.



The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "CONTRACTOR" list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM. X enr

Authorized Signature  
7/30/24  
Date Signed

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 30th day of July, 2024

Personally Known [Signature] or Produced Identification \_\_\_\_\_

(Specify Type of Identification)

[Signature]  
Signature of Notary

My Commission Expires May 5, 2026

(seal)



This document must be completed and returned with your submission.

# IMMIGRATION AFFIDAVIT CERTIFICATION

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants/Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant/Bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant/Bidder's proposal as nonresponsive.

The City of Madeira Beach will not intentionally award City contracts to any Consultant who knowingly employs unauthorized workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA"). The City of Madeira Beach may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A(e) of the INA shall be grounds for unilateral termination of the contract by the City of Madeira Beach.

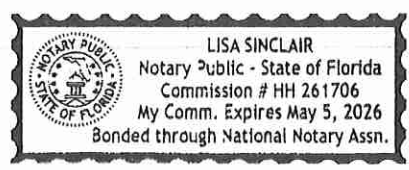
Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Consultant/Bidder's proposal.

Company Name: Speeler Foundations, Inc.  
Print Name: Douglas R. Speeler, Jr. Title: President  
Signature X [Signature] Date: 7/30/24  
State of: Florida  
County of: Pinellas  
Sworn to and subscribed before me this 30<sup>th</sup> day of July, 2024

Personally Known [Signature] or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

[Signature]  
Signature of Notary  
My Commission Expires May 5, 2026

(seal)



The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. This document must be completed and returned with your submission.



## Bid Tabulation Sheet

### General

Description	Unit	Est. Quan.	Unit Price	Amount
Mobilization / Demobilization	LS	2	5000.00	10000.00

### Marina - Replacement

Description	Unit	Est. Quan.	Unit Price	Amount
Cost of Matieral	LS	1		143000.00
Cost of Labor	LS			23000.00
Utility removal / installation	LS	1		35000.00
Cost of Dock/Pier Removal / installation	LS	1		5000.00
<b>Total</b>				<b>206000.00</b>

### 424 150th Ave. - Repair

Description	Unit	Est. Quan	Unit Price	Amount
Seawall Repairs per Insp. Report	LS	1		43950.00
Sidewalk Removal- Turn to rip rap	LF	515		7200.00
Sidewalk Replacement 3500 PSI 4in depth	LF	515		36500.00
<b>Total</b>				<b>87650.00</b>

### 142nd & N Bayshore - Repair

Description	Unit	Est. Quan	Unit Price	Amount
Seawall Repairs per Insp. Report				4750.00
<b>Total</b>				<b>4750.00</b>

### 14109 N Bayshore - Replacement

Description	Unit	Est. Quan	Unit Price	Amount
Seawall Replacement per Insp. Report & Plans				21250.00
<b>Total</b>				<b>21250.00</b>

**Proposed total project cost Includes all 4 locations plus mobilization**

**329650.00**

Printed Name: Douglas R Specker Jr

Signature: 

Date: 7/30/24



## EXHIBIT A

### PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

This sworn statement is submitted to the CITY OF MADEIRA BEACH by Douglas R. Speeler, Jr. /President  
[print individual's name and title]  
for Speeer Foundations, Inc.

[print name of entity submitting sworn statement]

whose business address is: 6111 142nd Ave. N. Clearwater, FL. 33760

and Federal Employer Identification Number (FEIN) is 59-3669172, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

1. been convicted of bribery or attempting to bribe a public officer or employee of the city, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
2. been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
3. been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
4. made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
5. where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership, or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

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

shall be executed by an authorized agent of the entity or the individual.

X Qnsn  
Authorized Signature

Date Signed 7/30/24

State of: Florida

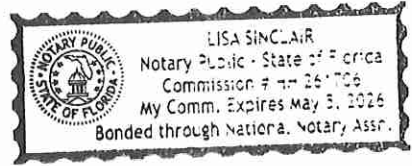
County of: Pinellas

Sworn to and subscribed before me this 30<sup>th</sup> day of July, 2024

Personally Known ✓ or Produced Identification \_\_\_\_\_

(Specify Type of Identification)  
[Signature] Signature of Notary

My Commission Expires May 5, 2026





## EXHIBIT B DRUG FREE WORKPLACE CERTIFICATION

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

This sworn statement is submitted to the City of Madeira Beach by Douglas R. Speeler, Jr./President  
[print individual's name and title]

for Speeler Foundations, Inc. [print name of entity submitting sworn statement]

whose business address is: 6111 142nd Ave. N. Clearwater, FL. 33760 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3669172 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it will provide a drug free workplace by:

Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the workplace.
  - (ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.
  - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) the penalties that may be imposed upon employees for drug abuse violations.
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).
- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
- (i) abide by the terms of the statement; and
  - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
- (4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

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





300 Municipal Drive  
Madeira Beach, Florida 33708  
Feb 727-391-9951  
Fax 727-395-9361  
[www.madeirabeachfl.gov](http://www.madeirabeachfl.gov)

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**July 18, 2024**

**ADDENDUM #1**

RFP #2024-03 City Owned Seawall Replacement and Repairs

**PREPARED BY:**

City of Madeira Beach  
300 Municipal Dr.  
Madeira Beach, FL 33708

**THIS ADDENDUM #1 ADDED:**

- Questions and answers
- Bid Tabulation
- Signed and Sealed Plans for 141<sup>st</sup> Seawall

**Click the link below to access all documents related to this RFP:**

[DemandStar](#)





300 Municipal Drive  
 Madeira Beach, Florida 33708  
 727-391-9951  
 Fax 727-395-9361  
[www.madeirabeachfl.gov](http://www.madeirabeachfl.gov)

## Amendment #1 RFP 2024-03 City owned Seawall Replacement and repairs

### **General**

1. Whole Project timeline will be 120 calendar days
2. All construction areas will need to be properly signed and barricaded off each night to ensure public safety.
3. When a location is started it must then be completed before moving to the next location, no exceptions.
4. Are there any aquatic inspections required for any of the areas. If so, who will provide them.
  - a. No
5. Are you providing all the permitting for the projects.
  - a. Yes, the city has submitted for city permits and will have at final contract approval
6. Lay down area?
  - a. An area will be provided for materials at each location.

### **Marina:**

1. Will the dock be open during the project?
  - a. Yes, coordination will need to be done prior to construction to ensure the fuel dock and other docks are open
2. Can the power for the fuel dock be disconnected?
  - a. Yes, and reconnected once the project is completed.
3. What are the working hours?
  - a. Monday-Saturday 7AM-7PM.
4. Are the contractors limited to sections at a time?
  - a. Preferably especially on the back side of the marina to ensure the docks are accessible.
5. Is the contractor responsible for the pedestals?
  - a. The contractor will be responsible for the removal and replacement of the pedestals, but the marina staff will remove the dock boxes.
6. Does the contractor need to provide temporary lighting if needed?
  - a. No there will be enough lighting from the ship store.
7. Will the fish cleaning slab need to be taken out?
  - a. Whatever needs to be removed to complete that section will need to be replaced. Staff will remove the awning.
8. City will put in temporary walkway for the fuel dock and B dock during construction
9. Boats will be moved as needed
10. Can Helicals be used in lieu of Manta Ray's
  - a. No please follow the design plans as provided
11. The driveway adjacent to New Seawall needs to be replaced after the new Seawall is installed. Should it be replaced with asphalt or stone.
  - a. The asphalt driveway will need to be replaced in kind leaving a 2.5 buffer of shell between the cap and drive for all electrical and plumbing.

**Patriot Park:**

1. Is there power underneath the sidewalk?
  - a. The power for the whole park is currently running through those boxes in the sidewalk panels but the city's electrician will be relocating to behind the back of sidewalk. This will happen prior to the start of the seawall repair.
2. Sidewalk will need to be flush with the seawall cap
  - a. Yes the sidewalk will need to be flush with the seawall cap to ensure no trip hazards
3. Sidewalk will need to be
  - a. The sidewalk will need to be fully replaced once the seawall repairs are completed to ensure a complete fix.
    - i. Concrete will need to be 3500 PSI at 4 inches thick following all FDOT Specs on ADA slopes and expansion joints. The sidewalk will be in the same footprint as it is currently but be flushed with the seawall cap.
4. Lay down area?
  - a. The Grass area on the East side of the memorial can be used for a lay down area

**142<sup>nd</sup>:**

1. Contractor is only responsible for filling voids on city property

**141<sup>st</sup>:**

1. New Wall will need to be exact to specs with drawings from Clarson leaving the outfall pipe exactly where it is and not cutting or adding an extension.



**RFP #2024-03 City Owned Seawall Replacement and Repair**

**Tuesday July 30, 2024**

**11:30 AM**

**Bid Tabulation**

<b>Company</b>	<b>General</b>	<b>Marina</b>	<b>424 150th</b>	<b>142nd</b>	<b>141st</b>	<b>Total</b>
Granite Construcion Company	\$ 17,638.00	\$ 441,274.00	\$ 229,965.00	\$ 9,348.00	\$ 39,096.00	737,321.00
Loftis Marina, LLC	\$ 93,840.00	\$ 300,210.00	\$ 156,654.00	\$ 6,360.00	\$ 26,598.00	583,662.00
Speeler Foundations	\$ 10,000.00	\$ 206,000.00	\$ 87,650.00	\$ 4,750.00	\$ 21,250.00	329,650.00
						-





# Memorandum

**Meeting Details:** September 11, 2024

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** ITB 2024-08 Archibald Restroom Project Contract Approval

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## Background

Staff received approval in 2023 to proceed with Engineering and design of the new restroom facilities at Archibald Park for a total of \$29,750.00. The current facilities are way past their useful life and need demolition due to concrete spalling and utilities being undersized compared to the usage. The current restroom has three (3) fixtures in each and the new will have four (4) along with proper ADA stalls, a plumbing closet which hides all lines and makes it easier for maintenance or repairs. The new restroom will also have a large janitorial / garage area which will allow some indoor storage that is lacking in other areas.

The restroom facilities design and permitting were completed and sent out to bid on July 15, 2024. A mandatory pre bid meeting was held on site to answer any questions and show the site to the proposed contractors on July 23<sup>rd</sup> where four (4) companies were in attendance. On Tuesday, August 20<sup>th</sup> all bids were due by 10 AM, staff received only two (2) and only one (1) who is qualified for this project. All contractors, unless previously prequalified, were required to submit a prequalification packet to ensure they are able to build the restroom facility to our standards. Both contractors submitted the packet but only one (1) is qualified to complete the restroom project due to past projects that were similar. Due to past projects the staff has only one responsible responsive bidder and that is Khors Construction Inc.

## Fiscal Impact

Staff has budgeted \$1,500,000 in FY 2025 budget for the restroom project and the bid have been received for \$823,498.00 with a 10% contingency for a total of \$905,847.80.

**Recommendation(s)**

Staff recommends the Board of Commissioners accept and approve the contract with Khors Construction Inc. for \$823,498.00 with an additional 10% contingency total of \$905,847.80 in the event of any unknown emergency during construction.

**Attachments**

- Khors Construction Inc Submittal
- Khors Construction Prequalification packet



**City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708**

Contractor Name: Khors Construction, Inc.

Street Address: 6251 44th Street N Suite 1909

City/State/Zip: Pinellas Park, FL 33781

NOTE: If you have any questions during this process, please do not hesitate to contact my office at (727) 822-4151 or email me at [acarrier@transystems.com](mailto:acarrier@transystems.com) and copy [mwepfer@madeirabeachfl.gov](mailto:mwepfer@madeirabeachfl.gov) on all emails.

**RE: PRE-QUALIFICATION TO BID, CITY OF MADEIRA BEACH**

Attached is a "QUALIFICATION APPLICATION OF PROSPECTIVE BIDDER" for the City of Madeira Beach's construction projects.

Your attention is called to the following two (2) items which must accompany the application: Three letters of reference and a list of major projects completed within the past year. Each project is to include type of work, dollar value, contact name, phone number of project representative or owner with email address.

All the above items must be received before review of the application can begin. For contractors interested in any project, the complete pre-qualification package must be received by the date indicated in the bid advertisement. Packages can be mailed or delivered to Attn: Megan Wepfer, 300 Municipal Dr. Madeira Beach, FL 33708 or email. Note that all packages will be open to public record request.

All qualifications must be met and approved prior to submitting a bid. We appreciate your interest in the City of Madeira Beach's project.

**Sincerely,**

Megan Wepfer  
City of Madeira Beach  
Public Works Director  
C:727-543-8154

Al Carrier, PE, PSM  
City Engineer  
TransSystems  
O: 727-822-4151

**QUALIFICATION APPLICATION OF PROSPECTIVE BIDDERS FOR THE CITY OF MADEIRA BEACH CONSTRUCTION PROJECTS**

TO: City of Madeira Beach  
Attn: Megan Wepfer, Public Works Director  
300 Municipal Drive  
Madeira Beach, FL 33708

DATE: 7-29-24

PURPOSE: To provide the City of Madeira Beach with reasonable assurance that the prospective bidder on City of Madeira Beach construction contracts has the financial assets, resources, work force, and work experience to successfully complete the contemplated construction contract agreements with the City.

CONTRACT OR FIRM NAME: Khors Construction, Inc.

BUSINESS ADDRESS: 6251 44th Street N Suite 1909

CITY - STATE - ZIP CODE: Pinellas Park, FL 33781

PHONE NUMBER: FAX NUMBER: (813) 728-3689

E-MAIL ADDRESS: khorsconst@gmail.com

TYPE OF ORGANIZATION: Corporation  
(Individual, Corporation, Partnership, etc.)

LIST ALL PRINCIPALS OF ORGANIZATION:  
(President, Vice-President, Secretary-Treasurer, Partner, etc.)

Kori Khorsandian, President

DATE ORGANIZATION BEGAN UNDER PRESENT NAME: 10/2004

OTHER NAMES AND DATES UNDER WHICH ORGANIZATION EXISTED:

NA

REFERENCES: See Letters of Recommendation Attached.

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CONTRACTOR'S LICENSE NUMBER: CGC1508668

INDIVIDUAL HOLDING LICENSE: Kori Khorsandian

ISSUING AUTHORITY: State of Florida

CLASSIFICATION OF LICENSE: Class A General

HAS YOUR FIRM EVER FAILED TO COMPLETE WORK AWARDED TO YOU? IF SO, WHERE AND WHY? NA

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NUMBER OF FULL TIME EMPLOYEE'S DIRECTLY ON APPLICANTS' PAYROLL: 3

PRESENT VALUE OF AND GENERAL TYPE OF ALL CONSTRUCTION AND OPERATIONAL EQUIPMENT DIRECTLY OWNED BY THE APPLICANT (INFORMATION MAY BE OBTAINED FROM MOST RECENT FINANCIAL STATEMENT & INCLUDE LONG TERM LEASE/PURCHASE EQUIPMENT): \$201,625.00

The pre-qualification to bid limitation is an amount of dollars equal to the amount of the largest single construction project which has been successfully completed by the contractor. The pre-qualification amount is limited to the construction categories in which the contractor is approved to perform work. This pre-qualification amount may be adjusted as the contractor may successfully complete larger construction projects. The contractor may exhibit where two or more similar projects were substantially accomplished by the contractor at the same time where the aggregate amount of these projects in excess of the largest single project accomplished. This aggregate amount will be considered as the pre-qualification amount up to an amount equal to 100% of the largest single project amount. Pre-qualification amounts and categories may be limited as warranted by the contractor's experience with construction projects.

**LARGEST SINGLE PROJECT COMPLETED BY THE CONTRACTOR:**

1. AMOUNT: \$ 1,500,000

2. DATE OF COMPLETION: 02/2017

3. TYPE OF WORK: Development for 12 home subdivision. Construction of 9000sf equestrian center with living quarters. 3500sf  
~~Custom Home Construction~~

4. OWNER/REPRESENTATIVE: Sheriar Khorsandian

ADDRESS: Lanigan Road Dade City FL

PHONE NUMBER: 813-857-1835

EMAIL: skhorsan19@gmail.com

ALTERNATE PRE-QUALIFICATION AMOUNT IS BASED ON THE AGGREGATE TOTAL AMOUNT OF CONCURRENT PROJECTS COMPLETED BY THE CONTRACTOR WITH A MAXIMUM AMOUNT OF 100% OF LARGEST SINGLE PROJECT LISTED ABOVE. LARGEST AGGREGATE AMOUNT COMPLETED BY CONTRACTOR WHERE WORK WAS PERFORMED AT THE SAME TIME:

\$ 2,979,087

(TOTAL AGGREGATE AMOUNT FROM THE PROJECT LIST BELOW)

**PROJECT 1**

1. AMOUNT: \$ \$1,052,902

2. DATE OF COMPLETION: 3-25-24

3. TYPE OF WORK: Ream Wilson Trail Pedestrian Bridge Repairs and Restoration

4. OWNER/REPRESENTATIVE: Mathew Anderson

ADDRESS: Clearwater, FL

PHONE NUMBER: 727-562-4800 EMAIL: mathew.anderson@myclearwater.com

**PROJECT 2**

1. AMOUNT: \$ 1,330,363.94

2. DATE OF COMPLETION: 3-7-24

3. TYPE OF WORK: Baycare BallPark Structural , waterproofing and cosmetic repairs, door replacements sound system replacement

4. OWNER/REPRESENTATIVE: Mathew Anderson

ADDRESS: Clearwater FLorida

PHONE NUMBER: 727-562-4800 EMAIL: mathew.anderson@myclearwater.com

**PROJECT 3**

1. AMOUNT: \$ 595,821.00

2. DATE OF COMPLETION: 1-31-24

3. TYPE OF WORK: Parks and Recreation

4. OWNER/REPRESENTATIVE: Michael Renberg

ADDRESS: 2215 Bloomingdale Avenue Valric, FL

PHONE NUMBER: 813-273-3644 EMAIL: renbergm@hillsboroughcounty.org


**THE FOLLOWING ADDITIONAL ITEM IS TO ACCOMPANY THIS APPLICATION:**

- 1. Three letters of reference are requested from owners your company has performed work for. Reference letters shall be on the owner's letterhead and contain the following information:
  - A. Location and type of work
  - B. Dollar volume with your company
  - C. Project owner's name, address & phone number
  - D. Surety company involved if any
  - E. Consulting engineer or architect, address, phone
  - F. Start and completion dates

THE FOLLOWING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

FIRM: Khors Construction, Inc. BY: Kori Khorsandian

Type or Print

SIGNATURE: 

TITLE: President

DATE: 7-29-24

**PUBLIC RECORDS**

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

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



provide the records to the public agency or allow the records to be inspected, copied, or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.

(6) If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(7) A Contractor who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

(8) If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if: a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time, and.

b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

c. The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed in this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(9) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(10) If the Contractor Has Questions Regarding the Application Of Chapter 119, Florida Statutes, To The Contractor's Duty To Provide Public Records Relating To This Contract, Contact The Custodian Of Public Records At:

City of Madeira Beach

Attn: City Clerk

Madeira Beach, FL 33708

727-391-9951, Ext. 231

[cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov)



**HOME OF ESPIRITU SANTO MINERAL SPRINGS**

750 Main Street ‡ Safety Harbor, Florida 34695  
(727) 724-1555 ‡ FAX 724-1566  
[www.cityofsafetyharbor.com](http://www.cityofsafetyharbor.com)

February 27, 2024

To Whom it May Concern:

**RE: Khors Construction, Inc, and the City of Safety Harbor's Marshall Street Park Pickleball Courts Project, IFB 2023-02-CIP.**

The City of Safety Harbor contracted with Khors Construction, Inc. for the construction services of the Marshall Street Park Pickleball Court Project. The project started on September 25, 2023, and was completed on February 2, 2024. Total Project construction cost was \$472,042.

The Project Scope consisted of the following:

- Demolition of vertical concrete racket ball structure, clearing and grubbing;
- Grading;
- Installation of silt fence, tree barricades, construction entrance, erosion protection, and maintenance of traffic (MOT) for roadway and pedestrian traffic;
- Installation of Five (5) Pickleball Courts and an eight (8) foot masonry/stucco practice wall, court construction, concrete installation, asphalt installation, netting, electrical conduit installation, light poles installation, bench assembly, fence and fence gates installation, concrete sidewalk installation, painting, water fountain roof cover, plumbing, water fountain installation, and sod installation.

Overall, the project construction was within the City budget and completed ahead of schedule. The project is a complete success. I would recommend Khors Constructions, Inc. to those seeking Construction Services.

I would welcome the opportunity to work on new projects with Khors Construction, Inc. in the future.

*Michelle C. Giuliani*

Sincerely,  
Michelle C. Giuliani  
Engineering Director  
727.724.1555, Ext. 1706 (Office)  
727.631.1366, Cell  
E-mail: [mgiuliani@cityofsafetyharbor.com](mailto:mgiuliani@cityofsafetyharbor.com)



# CITY OF CLEARWATER

POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748  
 MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756  
 TELEPHONE (727) 562-4800 FAX (727) 562-4825

PARKS & RECREATION  
 DEPARTMENT

To Whom it May Concern:

We have contracted with Khors Construction, Inc on multiple building construction projects for the Parks and Recreation Department. Specifically, Baycare Ball Park 2023 project started on November 13, 2023, and was substantially completed on March 7, 2024 for the total amount of \$1,330,363.94.

Khors Construction provided excellent construction management and finished this project within budget and on-time. Khors overcame many unforeseeable obstacles encountered including substantial changes in scope and multiple scheduling conflicts with other contractors working onsite. Khors Construction's Staff is experienced and well-rounded in all trades. They are attentive to detail and proactive. Khors is committed to providing customer service and satisfaction.

I would recommend Khors Constructions, Inc. to those seeking the services of a Construction Manager for renovations or new construction.

We look forward to working with Khors Construction, Inc on future projects.

Sincerely,

Matthew J. Anderson  
 Assistant Director Parks & Recreation



March 27, 2024

To Whom it May Concern:

Re: Khors Construction Inc. and Hillsborough County Bloomingdale Baseball Dugouts and Bleacher Shade Covers.

I am pleased to write this letter of recommendation for Khors Construction, Inc. I have witnessed excellent management skills and attention to detail on several Hillsborough County Projects. This particular project was for the design-build construction of 31 shade structures at Bloomingdale Little League. Project design and permitting began on 8-25-23, onsite demolition and construction commenced on November 20, 2023 and substantial completion was reached on January 31, 2024. Total project cost was \$595,821. Project was completed in less than expected time and within budget.

In my dealings with Khors Construction, Inc. I have recognized exceptional contract management, communication, scheduling, and attention to details. The quality of the final product has always met or exceeded expectations. Khors Construction, Inc. has shown the ability to provide value engineering and work within budget and time constraints as needed. Based on the positive experiences, I would recommend Khors Construction, Inc. for your design-build and/or your construction management needs.

Sincerely,

*Mike Renberg*

**Michael Renberg**

**Manager, R3M Program**

Real Estate & Facilities Services/R3M

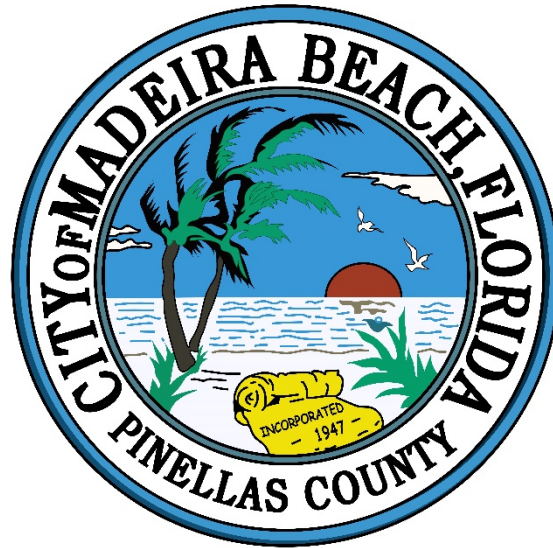
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P: (813) 273-3644

M: (813) 781-7619

E: [renbergm@HillsboroughCounty.org](mailto:renbergm@HillsboroughCounty.org)

W: [HillsboroughCounty.org](http://HillsboroughCounty.org)



**ITB# 2024 – 08**  
**ARCHIBALD PARK RESTROOM**  
**PROJECT**

Proposals Due by August 20, 2024  
At 10:00 AM: City Hall  
300 Municipal Drive  
Madeira Beach, Florida 33708

**CONTACT:**

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

CITY OF MADEIRA BEACH

Bid Form

ARCHIBALD PARK RESTROOM PROJECT

To: City of Madeira Beach
Public Works Department
300 Municipal Dr.
Madeira Beach, FL 33708

The undersigned Bidder, having thoroughly examined the Specifications, and other Bid Documents; having investigated the location of, and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this Bid; and all other factors and conditions affecting, or which may be affected by the Work.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into a Contract with the City on the form included in the Contract Documents and to furnish all required materials, tools, equipment, and plant; to perform all necessary labor and superintendence; and to undertake and complete the Work or approved portions thereof, in full accordance with and in conformity with the Construction Drawings, Specifications, and all other Contract Documents hereto attached or by reference made a part hereof, and for the following prices as shown on the Bid Schedule

The undersigned Bidder hereby agrees to execute the Contract in conformity with this Bid, to have ready and furnish the require Performance and Payment Bonds, executed by a Surety acceptable to the City and provide Certificates of Insurance evidencing the coverage and provisions set forth in the Contract within ten (10) Calendar Days of the City's issuance of a Notice of Award.

Enclosed herewith is a Bid Guaranty as defined in the attached Instructions to Bidders in the amount of 10% of bid amount which Bid Guaranty the undersigned Bidder agrees to be paid to and become the property of the City, as Liquidated Damages and not as penalty should the Bid be accepted, the Contract Notice of Award issued, and should the Bidder fail or refuse for any reason to enter into the Contract in the form prescribed. The Bidder shall furnish all required Bonds and Insurance Certificates within ten (10) Calendar Days of issuance of the Notice of Award.

The Following persons, firms or corporations are interested as joint ventures, partners or otherwise with the undersigned Bidder in this proposal:

Name: N/A

Address: N/A

Name: N/A

Address: N/A

If there are no such persons, firms or corporations, please so state in the following space:

Date: 08/19/2024

The undersigned Bidder proposes to subcontract the following portion of Work:

<u>Name and address of Sub-Contractor</u>	<u>Description of work</u>	<u>% of Contract.</u>
<u>See Attached List</u>	<u>See Attached List</u>	<u>See Attached</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

The undersigned Bidder acknowledges responsibility for ensuring any and all Subcontractors conform and comply with all terms and conditions of the Contract Documents.

The undersigned Bidder acknowledges the right of the City to reject any and all Bids submitted, except a Bid other than the lowest, and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Work shall be completed within the Contract Time as Specified in the Special Conditions. Bidder hereby acknowledges receipt of Addenda Numbers:

By submission of a Bid, the Bidder shall be conclusively presumed to represent that the Bidder has complied with every requirement of the "Instructions to Bidders".

Bidder, by his signature hereon, hereby authorizes the obtaining of reference information containing the Bidder's qualifications, experience and general ability to perform the work and hereby releases the party providing such information and the City from any and all liability to Bidder as the result of such reference information being provided. Bidder further waives any right to receive copies of information so provided to the City.

Bidder agrees to perform all Work described in the Contract Documents for the unit prices or the lump sum as shown on the Bid Form and acknowledges that the quantities shown on the Bid Schedule are approximate only and are intended principally to serve as guides for the purpose of comparing and evaluating Bids.


**Archibald Park Restroom Bid Date Sub List**

8/19/24

TITLE OF WORK	SUB-CONTRACTOR	ADDRESS	% of Project
<b>Concrete &amp; Masonry</b>	Will Netherly Concrete	1745 Hunter Lane Tarpon Springs, FL	16%
<b>Division 10 Fixtures</b>	Specialties Direct Inc.	29656 US Hwy 19 Ste. 100 Clearwater, FL	2%
<b>Electrical</b>	Supreme Electric	12507 Vision Way Riverview, FL	6%
<b>Flood Barrier</b>	Saks Enterprises	3155 Lakewood Ranch Blvd. #103 Bradenton, FL 34211	2%
<b>Site, Demo, Grade &amp; Excavate</b>	JVS	1608 N 43rd Street, Tampa, FL 33605	4%
<b>HVAC</b>	Tradition Central Air	890 34th St. NW Winter Haven, FL	1%
<b>Insulation</b>	Daniel Insulation	12950 Daniel Dr. Clearwater, FL	1%
<b>Painting</b>	Bodner Painting	10260 Strawberry Tetra Dr. Riverview FL	2%
<b>Pest Control</b>	Apex Pest Control	1180 US 1 Rockledge, FL	1%
<b>Plumbing</b>	Pro Plumbing	5205 N. Nebraska Ave. Tampa, FL	8%
<b>Roofing/Frame</b>	AKVM	3230 59th Dr. E #101. Bradenton, FL	10%
<b>Stucco</b>	Kenzie Grace Construction LLC	PO Box 837. Dover, FL	2%
<b>Surveying</b>	Transystems	565 Hercules Ave. Clearwater, FL	1%
<b>TOTAL</b>			56%



It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary in the opinion of the City, to complete the Work fully as planned and contemplated, and that all quantities of Work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid, except as otherwise provided for in the Contract Documents.

By submitting a Bid, the Bidder acknowledges that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest or expectation shall inure to the benefit of the Bidder as the result of any reliance or participation in the process.

The undersigned Bidder further grants to the City the right to award this Contract based on any possible combination of base bids and alternate(s) (if any) that best suits the City's needs.

Dated this 19th day of August, 2024.

Bidder:  Kori Khorsandian - Khors Construction, Inc.

Address: 6251 44th Str. N., Ste. 1909, Pinellas Park, FL. 33781

Name printed: Kori Khorsandian

Title: President

If a corporation:

State of incorporation: Florida

Attest: 



(Seal)







**Bid Schedule**

**Archibald Park Restroom Project**

This is a LUMP SUM BID. The following Bid Schedule is intended as a general recap of the work involved; it is NOT an all-inclusive detail of everything required to do this job. It is the contractor’s responsibility to carefully review the plans, specifications, and project to determine what is needed to do the whole job, and to reflect this in his LUMP SUM BID. This basis of award will be the total base bid for the project. IF DURING THE BID PROCESS, THE CONTRACTOR NOTICES A DISCREPANCY BETWEEN THE WORK REQUIRED AND THIS BID SCHEDULE HE MUST BRING IT TO THE ENGINEER’S ATTENTION BEFORE THE BID DATE

**Contract period:** 210 Consecutive days: may be extended at the approval of City manager or designee.

**BASE BID**

Item#	Estimated Quantity	Unit	Description	Total
1	1	LS	Mobilization and demobilization.	\$84,895
2	1	LS	Demolition of existing structure	\$85,680
3	1	LS	Restroom construction – complete and finished including utility connections (water, sewer, electric) and site grading.	\$652,923

**Total Base Bid:** \$ 823,498.00

Eight Hundred, Twenty-Three, Four Hundred, Ninty-Eight Dollars and 00/100  
(Written)

Submitted by: Khors Construction, Inc.

Company

Kori Khorsandian, President

Authorized Personnel



08/19/2024

Signature/date

**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

- 1. Name of Bidder: Khors Construction, Inc.
- 2. Permanent main office address: 6251 44th Str. N., Ste. 1909, Pinellas Park, FL. 33781
- 3. Date organized: October 2004
- 4. If a corporation, where incorporated: Florida
- 5. How many years have you been engaged in the contracting business under your present firm or trade name? 20 years
- 6. Contracts on hand: (Schedule these, showing the amount of each contract and the appropriate anticipated dates of completion.) List the location and type of construction, Owner and Engineer for each project with contact persons and phone numbers for the Owner and Engineer of each project:

City of Clearwater: CM @ Risk 2020-2024 Term Contract - Various Projects/ Various Amounts

Hillsborough County R3M 2020 - 2024 Term Contract - Various Projects/ \$9,000,000.00

City of Clearwater: CM @ Risk 2024 - 2028 Term Contract - Various Projects/ Various Amounts

Hillsborough County: R3M 2024 - 2028 Term Contract - Various Projects/ \$7,000,000.00

City of Clearwater: Sailing Center Storm Damage - \$125,751

Hillsborough County: Multi Park LED Lighting ~\$377,167

Hillsborough County: PSOC Lightning Protection ~\$88,080

Hillsborough County: Mosi Lightning Protection ~\$90,500

Hillsborough County: Riverview Library Painting ~\$76,900

Hillsborough County: Lettuce Lake Visitor Center Roof Rplc ~\$60,000

\* All Clearwater Project Contact Matt Anderson 727-562-4800  
\* All Hillsborough Projects Contact Michael Renberg 813-273-3644

7. General character of Work performed by your company:

General Contracting and Construction Management Services

8. Have you ever failed to complete any Work awarded to you?

No

If so, where, and why?

N/A

9. Have you ever defaulted on a contract?

No

If so, where, and why?

N/A

10. Have you ever had any projects terminated by the city? If so, where, and why? No - N/A

11. List the more important projects recently completed by your company, stating the approximate cost of each, the month and year completed, location and type of construction, Owner and Engineer for each project with the telephone number where each may be contacted. Do not list projects that are listed under item 6. above:

- 01/2016 - 02/2017: Development for 12 home subdivision. ~\$1,500,000. Construction of 9,000SF Equestrian Center w/ living quarters & 3,500SF Custom Home Construction. Sheriar Khorsandian: 813-857-1835

- 08/2023 - 03/2024: Ream Wilson Trail Pedestrian Bridge Repairs & Restoration. ~\$1,052,902. Repairs and restoration. Matt Anderson: 727-562-4800.

- 11/2023 - 03/2024: Baycare Ball Park. ~\$1,333,363. Structural, waterproofing, cosmetic repairs, door replacements, sound system replacements. Matt Anderson 727-562-4800.

- 08/2023 - 01/2024: Bloomingdale Park. ~\$595,821. Bleachers & Dugout Covers. Michael Renberg. 813-273-3644





15. Credit available: \$ \$200,000.00

16. Bank reference: Centennial Bank - Teresa Clark

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? Yes

18. Are you licensed as an Excavator, General Contractor, or under any other title? If yes, in what city, county and state?

Yes, Class A General Contractor. State of Florida

What class, license and numbers?

Class A General Contractor - CGC1508668

19. Do you anticipate subcontracting Work under this Contract? If yes, what percent of total contract price? Yes. ~56%

List type of work to be subcontracted (list subcontractors I suppliers on a separate sheet and attach it to this form):

See Attached List

20. Are you involved in any lawsuits and are any lawsuits pending against you or your firm at this time? -

If yes, DETAIL:

No - N/A

21. What are the limits of your public liability? DETAIL:

\$1,000,000 per occurrence/ \$2,000,000 general aggregate

What company? Ryan Specialty

22. What are your company's bonding limitations?

\$3,000,000/ \$20,000,000

23. Name of proposed Superintendent for this project. Said person shall be required on the project unless agreed upon otherwise in writing by the City:

Sam Krosnicki



**VENDOR SWORN STATEMENT ON PUBLIC ENTITY CRIMES  
FLORIDA STATUTES, SECTION 287.133(3) (a)**

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

- 1. This sworn statement is submitted to City of Maderia Beach  
(print name of public entity)  
 by Kori Khorsandain, President  
(print individual's name and title)  
 for Khors Construction, Inc.  
(print name of entity submitting sworn statement)  
 whose business address is 6251 44th Str. N., Ste. 1909, Pinellas Park, FL. 33781  
 and (if applicable) its Federal Employer Identification Number (FEIN) is 20-1765211

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

- 2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - 1. A predecessor or successor of a person convicted of a public entity crime; or
  - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.





## **CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT is made this \_\_\_\_\_ **day of** \_\_\_\_\_, **2024** by and between \_\_\_\_\_ (hereinafter referred to as “Contractor”), and the City of Madeira Beach, Florida, a Florida municipal corporation (hereinafter the “City”).

*WITNESSETH:*

WHEREAS, the City desires that Contractor perform the duties of general contractor for the construction of certain improvements, namely the **Archibald Park Restroom Project** (hereinafter the “Project”); and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the Project in writing.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Statement of Work.** Contractor agrees to manage and supervise the construction of the project located in the City of Madeira Beach, Pinellas County, Florida, as directed by the City and pursuant to the City of Madeira Beach Design Standards and according to the plans and specifications approved by the City. Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and skillful manner and in accordance with the provisions of this Agreement; and (d) execute, construct and complete all work included in and covered by this Agreement.

2. **Time of Commencement and Completion.** Construction under this Agreement will begin on or after \_\_\_\_\_, **2024** and shall be completed by \_\_\_\_\_, **2024** (“Completion Date”). The Completion Date may, at the City’s sole discretion, be extended if approved by the City in writing, but in no event may the Completion Date extend beyond \_\_\_\_\_, **2024**. If, due to misconduct or neglect, Contractor fails to complete the Project on or before the Completion Date, the city may deduct **liquidated damages in the amount of \$500 the first day and \$250.00 for each additional day** the Contractor works beyond this date. Such liquidated damages shall be deemed to be a genuine pre-estimate of the foreseeable damages incurred by the City and in no way can be construed as a penalty. It is understood by Contractor and the City that actual damages caused by Contractor’s failure to complete this Agreement on time are impracticable or extremely difficult to fix, and that the per diem deduction from the contract price will be retained by the City as payment by Contractor of liquidated damages, and not as a penalty.

3. Compensation. City shall pay and Contractor shall receive the contract price of \$ \_\_\_\_\_ as stipulated in the Notice of Award, attached to this contract as **Exhibit A** and incorporated herein by this reference, as FULL compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

4. Draw Requests. The contractor agrees to perform all work on the Project according to the schedules set forth in the approved Bid Proposal attached hereto as **Exhibit B (as amended)** and incorporated herein by this reference. The contractor shall submit weekly progress reports to the Public Works Director or her designee showing actual costs incurred and work completed. The contractor shall also submit to the City monthly draw requests for all authorized costs incurred up to that date for the Project, if the time for the work exceeds one month. Upon review and approval of the progress reports and draw request(s) by the Public Works Director or her designee, the City agrees to pay Contractor the amounts shown on all draw requests, minus a ten percent (10%) retainage for any payments other than the final payment, no later than the fifteenth (15<sup>th</sup>) business day following the date the draw request was submitted. Payments may be withheld if:

- A. Work is found defective and not remedied;
- B. Contractor fails to meet schedules shown on Exhibit B, as may be amended by the actual construction commencement date.
- C. Contractor does not make prompt and proper payments to subcontractors;
- D. Contractor does not make prompt and proper payments for labor, materials, or equipment furnished;
- E. Another contractor is damaged by an act for which Contractor is responsible;
- F. Claims or liens are filed on the job; or
- G. In the opinion of the City, Contractor's work is not progressing satisfactorily.

The City shall disburse the total retainage and the final draw request submitted by Contractor upon acceptance of the Project as described in Paragraph 14 below.

5. Liability for Damages. The City its officers, agents or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part of the work; for any loss or damage to any materials, building, equipment or other property that may be used or employed in the work, or placed on the worksite during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of Contractor or otherwise; or for any damage to any property occurring during or resulting from the work. Contractor shall indemnify the City, its officers, agents and employees, against all such injuries, damages and compensation arising or resulting from causes other than the City's neglect, or that of its officers, agents or employees.

6. Inspection of Work and Materials.

A. The City Manager or his/her designee may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interests of the City materials furnished and work done as the work progresses.

B. The City shall at all times have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.

C. Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by the City, including soil and material tests.

D. Inspection of the work by the above-mentioned authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of Contractor.

E. No material of any kind shall be used in the work until it has been inspected and accepted by the City. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.

F. Whenever the specifications, the instructions of the City or the laws, ordinances or regulations of any public authority require work to be specially tested or approved, Contractor shall give the City timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for the inspection.

7. City of Madeira Beach Insurance Requirements. Contractor shall furnish the City with the Certificates of Insurance proving coverage. Failure to furnish the required certificates will result in the termination of this Agreement. Before starting and until acceptance of the work by the City, the contractor shall procure and maintain insurance of the types and the limits specified. All Policies, with the exception of Workers Compensation, must include the City of Madeira Beach, its officers, agents, employees and volunteers as "Additional Insured" under the liability policies. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Agreement. Certificates of insurance shall be issued prior to execution of the Notice to Proceed. The following are the minimum requirements for insurance coverage:



Commercial General Liability (CGL), in occurrence form, written by a firm that is authorized to conduct business in the State of Florida and recognized by the State of Florida Insurance Regulations. Insurance company must have at least an "A-" rating from A.M. Best or a similar rating service.

- (1) \$1,000,000 per occurrence
- (2) \$2,000,000 per aggregate (\$1,000,000 at minimum)

#### Workers Compensation and Employers Liability

- (1) Per State of Florida Statutory requirements
- (2) \$100,000 each accident; \$100,000 per employee for disease and \$500,000 for all diseases.

#### Commercial Automobile Liability

- (1) \$1,000,000 Combined Single Limit

All Policies, except for Workers Compensation, must include the City of Madeira, its officers, agents, employees and volunteers as "Additional Insured" under the liability policies. Contractor shall hold the City harmless from any actions brought against Contractor due to negligence, omission or wrongdoing of Contractor or any of its employees, agents, representatives and subcontractors. All coverages/certificates are to be in effect for the term of this Agreement and must be provided to the City's Public Works Department prior to the date the service begins and at each renewal thereafter during the term of this Agreement. Certificates of Insurance shall be executed on a standard ACORD form.

8. Performance Bond. To secure performance of the Contractor's obligations under this Agreement, the Contractor shall provide the City with a Performance Bond in the amount of the full contract price, or \$\_\_\_\_\_. The Contractor shall use the form of the Performance Bond supplied by the City. The City shall be authorized to draw upon the Performance Bond to correct any default by the Contractor under this Agreement, default shall be determined and substantiated by an Affidavit of Default signed by the City Manager. The Performance Bond shall be held by the City through the one-year warranty period specified in Paragraph 13 below.

9. Payment of Labor and Materials Bond. To secure performance of Contractor's obligations under this Agreement to its subcontractors and suppliers, Contractor shall provide the City with a Payment of Labor and Materials Bond in the amount of the full contract price, or \$\_\_\_\_\_. After the execution of this agreement and prior to the notice to proceed, the Contractor shall provide the Payment of Labor and Materials Bond to the City in the form supplied by the City. The City shall be authorized to draw upon the Payment of Labor and Materials Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the City Manager.

10. Notice to Proceed. Notice to Proceed shall be issued within ten (10) calendar days of the execution of this Agreement by all parties. If the City fails to issue such Notice to Proceed within that time limit, the Contractor may terminate the Agreement without further liability on the part of either party. Such notice of termination must be tendered in writing to the City. Additionally, the parties may mutually agree that the time for the Notice to Proceed may be extended.

11. Compliance with Laws. Contractor and every subcontractor or person doing or contracting to do any work contemplated by this contract shall keep himself or herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his or her contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not the laws, ordinances or regulations are mentioned in this contract, and shall indemnify the City, its officers, agents and employees, against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

12. Certificates and Permits. Contractor shall secure at Contractor's own expense all necessary certificates, licenses and permits from municipal or other public authorities required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation. Contractor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Agreement, and any extra work performed by Contractor.

13. Termination. The City may, at its sole discretion, terminate this Agreement without liability in the event that Contractor fails to provide the Performance Bond or Payment of Labor and Materials Bond, Certificates of Insurance required by Paragraph 7, or otherwise fails to meet the conditions precedent to issuance of the Notice to Proceed set forth in Paragraph 10 above. The City may also, at its sole discretion, on one week's notice to Contractor, terminate this Agreement without liability before the completion date, and without prejudice to any other remedy the City may have, when Contractor defaults in the performance of any provision, or fails to carry out the construction of the Project in accordance with the provisions of this Agreement.

14. Substantial Completion / Acceptance. The date of substantial completion of the Project shall be a date mutually agreed upon by the City and Contractor. In the event that the City and Contractor do not reach an agreement as to the date of substantial completion, the Madeira Beach City Council shall determine such date. Upon the date of substantial completion, Contractor shall certify in writing that substantially all improvements described in the Statement of Work have been completed in conformance with the plans and specifications and submit to the City a completed substantial completion list utilizing a form approved by the City. Thereafter, and within thirty (30) business days after a request for final inspection by Builder, the City shall inspect the Project and notify Builder in writing and with specificity of their conformity or lack thereof to the plans and specifications. Builder shall make all corrections necessary to bring the Project into conformity with the plans and specifications. Once any and all corrections are completed, the City shall complete a Project Acceptance Form and promptly notify Builder in writing that the Project is in conformance with the approved plans and specifications, and the date of such notification shall be known as the Acceptance Date. The Acceptance Date shall coincide with the commencement of the one year warranty period described in Paragraph 15 below. Within thirty (30) days of the Acceptance Date, the City shall pay Builder the amount shown on the final draw request; provided, however, that the amount of funds left from the contract price specified in the Notice of Award are sufficient to cover this amount.

15. Warranty. Contractor shall warrant any and all improvements constituting the Project constructed for the City pursuant to this Construction Agreement for a period of twenty four (24) months from the Acceptance Date as set forth in Paragraph 14 herein. Specifically, but not by way of limitation, Contractor shall warrant that:

- A. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance; and
- B. Any and all structures so conveyed shall be free of any defects in materials or workmanship for a period of two (2) years, as stated above.

16. Corrections to Project. If, within two (2) years after the date of substantial completion, any of Contractor's work on the Project is found to be not in accordance with the standards set forth in the preceding Paragraph 15, Contractor shall, at Contractor's expense, correct it promptly after receipt of a written notice from the City to do so unless the City has previously accepted such condition. Such notice shall be either delivered personally or by overnight express courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and must be received by Contractor as soon as practicable after the City discovers the defect or the loss or damage caused by such defect, but in no event later than the date that the warranty given hereby expires.

17. Modifications. The City may modify this Agreement with respect to the arrangement, character, alignment, grade or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Contractor shall accept such modifications when ordered in writing by the City Manager or his/her designee. Any such modifications shall not subject Contractor to increased expense without equitable compensation, which compensation may be approved by the City pursuant to its Purchasing Policy. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. These deductions shall be determined by the City Manager or his designee. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent of the modifications has first been certified by the City in writing and sent to Contractor.

18. Attorneys' Fees; Survival; Costs of Collection. Should this Agreement become the subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

19. Governing Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement.

20. Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning party.

21. Amendment. This Agreement shall not be amended, except by subsequent written agreement of the parties.

22. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

23. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

25. Severability. In the event that any of the covenants, agreements, terms, or provisions contained in this Agreement shall be found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall be in no way affected, prejudiced, or disturbed thereby.

26. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

To the City: Robin Gomez, City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708  
(727) 391-9951

Copy to: Megan Wepfer, Public Works Director  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708  
(727) 543-8154

To the Contractor: *Name, address, telephone number.*

27. Status. The contractor is an independent contractor and none of its employees or agents shall be considered an employee or agent of the City for any purpose.

28. Insurance and Sovereign Immunity. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the other parties would otherwise be entitled under Sec. 768.28, Florida Statutes, as amended.

29. Public Records. Contractor acknowledges that it is acting on behalf of a public agency and that this Agreement is subject to the provisions of Sec. 119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**City of Madeira Beach**  
**Attn: City Clerk**  
[cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov)  
**300 Municipal Drive**  
**Madeira Beach, FL 33708**  
**727-391-9951**

Contractor shall comply with public records laws, and Contractor shall:

- A. Keep and maintain public records required by the city to perform the service.
- B. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.

30. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

WHEREFORE, the parties hereto have executed duplicate originals of this Construction Agreement on the day and year first written above.

[CONTRACTOR]:

By 

Name Kori Khorsandian, CGC1508668

Title President, Khors Construction, Inc.

CITY OF MADEIRA BEACH, FLORIDA:

By \_\_\_\_\_  
Robin Gomez, City Manager Date

ATTEST:

\_\_\_\_\_  
City Clerk



## Memorandum

**Meeting Details:** September 11, 2024

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** Rubicon Software Contract Approval

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### Background

The sanitation department has been working off paper spreadsheets for commercial property pickups which has the number of dumpsters per address, size of dumpsters, and pickup days listed. There are currently 202 commercial properties on this list and that makes it difficult to route out efficiently daily not to mention it changes at least once a week. The Rubicon Software is an app designed for Sanitation and to route the driver effectively and safely and can be changed daily due to congestion or needs and also has GPS and a dash Cam. This Software will also ensure the driver does a pre and post trip inspection of the truck which will help to better the maintenance schedule. The software is not only for the commercial route but also for residential and can accommodate cart deliveries and repairs. Having this software on the truck will minimize the pickup skips/questions because staff will be able to log into the back office and pull up video footage to see what the issue was with the address. Often when the calls come in for residential homes the cart was not put out in time or was the wrong container that does not get picked up on the regular pickup days. Commercial properties are often caused by dumpsters being blocked or items being in the dumpster that the city does not dispose of. When a property is skipped the driver will be able to mark that property with a picture and description as to why it was skipped. Staff will be able to see problem areas and be able to address them more effectively.

This contract will be for a three (3) year term and will be \$17,225.25 for the first year due to programming of the system for our routes and imputing all data and then \$12,444.00 for the remainder two years. Each year will be paid in the fiscal year and come out of the Sanitation fund.

**Fiscal Impact**

The fiscal impact for year one is \$17,225.25, year two \$12,444.00 and year three \$12,444.00. These fees include the use of the software, GPS, and Dash Cams.

**Recommendation(s)**

Staff recommends the Board of Commissioners approve the Contract with Rubicon for a three-year term for the Sanitation Software which includes GPS, Dash Cams, and routing software.

**Attachments**

- Rubicon Quote
- Rubicon Contract



## MASTER SOFTWARE SERVICES AGREEMENT

**THIS MASTER SOFTWARE SERVICES AGREEMENT** (this “Agreement”) is made and entered into as of September, 2024 by and between RUBICON GLOBAL, LLC, a Delaware limited liability company (“Rubicon”), and CITY OF MADEIRA BEACH, with a principal place of business at 300 Municipal Dr, Madeira Beach, FL 33708 (“Client”). This contract is made pursuant to Sourcewell Contract #020221-RUB by and between Rubicon Global, LLC and Sourcewell, which commenced March 26, 2021 (the “Sourcewell Contracts”). The City of Madeira Beach, FL’s Sourcewell Account number is #44728.

In consideration of the mutual covenants and agreements made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### 1. Definitions.

Capitalized terms used and not otherwise defined in this Agreement shall have the following meanings:

- 1.1 “Affiliate” means any entity that is controlled by Client, where “control” means the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares, or interests in an entity.
- 1.2 “Agreement” means this Agreement, and any Orders, exhibits, Statements of Work and amendments to the foregoing.
- 1.3 “Client” means the entity entering into this Agreement and any Affiliate designated in this Agreement or an Order which is authorized to receive the Subscribed Services. Client shall be fully responsible for the performance of all of its Affiliates’ obligations under this Agreement.
- 1.4 “Client Content” means all data, imagery, information and other content (a) transmitted by or on behalf of Client through the System; (b) provided by Client or on Client’s behalf for use in connection with the Subscribed Services; or (c) otherwise processed or stored by Rubicon or its contractors on Client’s behalf pursuant to this Agreement.
- 1.5 “Documentation” means the then-current, commercially available user manuals, training materials and technical manuals relating to the Subscribed Services provided to Client by Rubicon pursuant to this Agreement.
- 1.6 “Effective Date” means the earlier of (a) the date this Agreement and the first Order are accepted and signed by Rubicon; or (b) the date Client begins using or receiving the Subscribed Services.
- 1.7 “Intellectual Property Rights” means, on a world-wide basis, any and all (a) rights associated with works of authorship, including without limitation, copyrights, copyrightable rights, moral rights and mask work rights; (b) trademark, service mark and trade name rights and any similar rights recognized under applicable law; (c) rights in confidential information and trade secret; (d) patents and patentable rights; (e) all rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; (f) all other intellectual and industrial property rights of every kind or nature, whether arising by operation of law, contract, license or otherwise; and (g) all international, national, foreign, state and local registrations, applications for registration and any renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisions, reissues, substitutions and reexaminations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations relating thereto; and to settle and retain all proceeds from any such actions).
- 1.8 “Marks” means the trademarks, service marks or trade names of Client.
- 1.9 “Order(s)” means the order(s), and any amendments thereto, executed by the parties and which references this Agreement. Each Order shall specify the Subscribed Services being subscribed for, the licensing parameters, the term of the Order, the applicable fees, billing period, and other charges, as well as payment terms. Each Order with the terms of this Agreement, and any exhibits and amendments to such Order, is a separate and independent contractual obligation of Rubicon from any other Order. In the event of any conflict between the terms of this Agreement and the terms of any such Order, the terms of such Order shall prevail.

1.10 “Professional Services” means implementation, consulting and training services, including without limitation, technical services to facilitate setup and deployment of the Subscribed Services specified in a Statement of Work.

1.11 “Rubicon Software” means Rubicon’s proprietary software programs used by Rubicon to provide the Subscribed Services (including, without limitation, all source code, object code, designs, copyrightable works, ideas, inventions, technology and other Intellectual Property Rights therein), as modified, enhanced or replaced by Rubicon from time to time. For the avoidance of doubt, Rubicon Software does not include Client Content.

1.12 “Statement of Work” means a document executed by both parties that describes the Professional Services to be performed by Rubicon pursuant to the Professional Services Terms (as defined in Section 2.6), including without limitation, the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference this Agreement and be sequentially numbered. Each Statement of Work with the Professional Services Terms, and any exhibits, change orders and amendments to such Statement of Work, is a separate and independent contractual obligation of Rubicon from any other Statement of Work.

1.13 “Subscribed Services” means Rubicon’s proprietary, web-based services set forth in an Order which are provided to Client on a subscription basis and enable use of the Rubicon Software through the System.

1.14 “System” means the Rubicon Software and the server grade computers and related networks maintained by or on behalf of Rubicon and its third-party providers to host the Rubicon Software and provide the Subscribed Services to Client, all as hereafter modified, enhanced or replaced by Rubicon.

1.15 “Third Party Offerings” means services delivered or performed by third parties independently of Rubicon related to the Subscribed Services, or other online, web-based CRM, ERP, or other business application subscription services, and any associated offline products provided by third parties, that interoperate with the Subscribed Services.

1.16 “Work Product” means any software, data, documentation, graphics, text, code, inventions, pictures, audio, video, animations, enhancements, improvements, methods, processes, works of authorship, work-flow methods or other deliverables or any portions of the foregoing that Rubicon creates, whether alone or jointly, while performing Professional Services or any other services hereunder. Work Product excludes: (a) the Subscribed Services; (b) the System; (c) any generic routines or code that have general application to the Rubicon Software or System; and (d) all modifications, alterations, derivative works and enhancements to the foregoing, and all copies thereof.

## 2. Services.

2.1 Subscribed Services. Subject to the terms and conditions set forth herein, including without limitation, Client’s payment of all applicable fees, Rubicon hereby agrees to provide the Subscribed Services, and in connection therewith, Rubicon hereby grants to Client during the term of the applicable Order a non-exclusive, non-transferable, non-sublicensable, limited right and license to (a) access and use of the Subscribed Services subject to the terms specified in the Statement of Work (the “SOW”) and as specified in the applicable Order, solely for Client’s internal use; (b) to transmit and receive Client Content to and from the System; and (c) use the Documentation in connection with such rights. The rights granted to Client pursuant to any Order shall terminate upon the termination or expiration of this Agreement or the applicable Order for any reason. All rights not expressly granted to Client are reserved by Rubicon and its licensors.

2.2 Limitations. Client shall not: (a) access or use any portion of the Subscribed Services or System except as expressly authorized pursuant to an Order; (b) cause or permit decompilation, reverse assembly or reverse engineering of all or any portion of the Subscribed Services or System; (c) copy any ideas, features, functions or graphics of the Subscribed Services or System or modify or make derivative works based upon the Subscribed Services or System; (d) delete, fail to reproduce or modify any patent, copyright, trademark or other proprietary rights notices which appear on or in the Subscribed Services, System or Documentation; or (e) directly or indirectly, sublicense, relicense, distribute, disclose, use, rent or lease the Subscribed Services or System, or any portion thereof, for third party use, third party training, facilities management or time-sharing, or use as an application service provider or service bureau. Without limiting the foregoing, Client may not use the Subscribed Services or System to: (i) send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Subscribed Services, System or the data contained therein; or (iii) attempt to gain unauthorized access to the Subscribed Services or System.

2.3 Support. Client will be responsible for providing first line maintenance and support to its authorized end users in connection with the Subscribed Services. Qualified employees of Client who have been trained on use of the Subscribed Services (the “Designated Employees”) to contact Rubicon with technical questions or issues with respect to the Subscribed Services and to report System outages or failures. Rubicon shall respond to the technical support questions from

the Designated Employees and commence the process of responding to System or Subscribed Services outages or failures in accordance with Rubicon's standard procedures. The Designated Employees shall assist Rubicon in resolving issues with the Subscribed Services and System as Client resources allow. Rubicon acknowledges that limited availability of Designated Employees does not, under any circumstance, waive Rubicon's obligations described in Addendum A. Rubicon is under no obligation to provide functional updates, enhancements or upgrades to the System or Subscribed Services by any time certain.

2.4 System Availability. Rubicon will use commercially reasonable efforts to enable and maintain access to the Subscribed Services. Updates to the System will be scheduled for evenings and/or weekends to minimize disruption. Client acknowledges and agrees that certain portions of the Subscribed Services, including without limitation, data storage, hosting, and System hardware management, may be provided by third party service providers. Rubicon will provide ongoing management of the System, located at the third-party provider's location, in accordance with Rubicon's agreement with the third-party provider(s), in order to maintain the best practical availability of the Subscribed Services. Rubicon may change its third-party data hosting provider to another hosting provider, in Rubicon's sole discretion, from time to time. Additional system availabilities can be found in Addendum A.

2.5 Browsers. Client acknowledges and agrees that the Subscribed Services will only be compatible with and support use with the most recently superseded version for one year from the date of the general release of the then-current version, of the following browsers: Edge, Firefox, Safari and Google Chrome.

2.6 Professional Services. If requested and as available, Rubicon will provide Client with Professional Services pursuant to mutually agreeable Statements of Work in accordance with the Professional Services Terms attached hereto as Exhibit A ("Professional Services Terms").

2.7 Provisioning of the Subscribed Services. Rubicon may update the functionality and user interface of the Subscribed Services from time to time in its sole discretion as part of its ongoing improvement of the Subscribed Services. Client agrees that its subscription to the Subscribed Services is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Rubicon regarding future functionality or features.

### **3. Client Obligations.**

3.1 Resources. Except as expressly set forth herein, Client and its end users shall be solely responsible for providing all resources, equipment and software at its or their respective facilities which are necessary for them to access the System and/or receive the Subscribed Services. Client and its end users must provide all equipment and licenses necessary to access and use the Internet, and pay all fees associated with such access and use. To the extent Rubicon's provision of the Subscribed Services requires data, documents, information or materials of any nature to be furnished, in whole or in part, by Client or its employees, agents, contractors, representatives or authorized users, Client will cause such employees, agents, contractors, representatives and authorized users to furnish such data, documents and information in a manner which permits Rubicon to perform the Subscribed Services as contemplated herein.

3.2 Third Party Coordination; Required Consents. To the extent the Subscribed Services require access to a third party service provider who is under contract with Client, or access or use of such provider's information or interconnection with such provider's services, facilities, technology or systems in order to receive or transmit Client Content, Client shall be responsible for obtaining any required third party licenses or consents necessary for Rubicon to access and use such information, services, facilities, technology or systems.

3.3 Third-Party Web Sites, Products and Services. The Subscribed Services may rely on or require that Client access Third Party Offerings. If Client elects to use the Subscribed Services with Third Party Offerings, Client agrees that: (a) its use of Third Party Offerings must at all times comply with the terms of service governing such offerings; and (b) Rubicon has the right to export and import Client Content to and from such Third-Party Offerings for purposes of delivering the Subscribed Services purchased by Client. Client's or its user's use of third-party websites must at all times comply with the terms of service governing such websites. Client understands and agrees that the availability of the Subscribed Services, or certain features and functions thereof, is dependent on the corresponding availability of Third-Party Offerings or specific features and functions of Third-Party Offerings. Rubicon will not be liable to Client or any third party in the event that changes in Third Party Offerings cause the unavailability of the Subscribed Services or any feature or function thereof. Rubicon may also refer Client to third party service providers that offer Third Party Offerings. Rubicon does not make any representations or warranties regarding any such Third Party Offerings, whether or not such Third Party Offerings or services are designated by Rubicon as "certified," "approved," "recommended" or otherwise, or the services are provided by a third party that is a member of a Rubicon partner program. To the extent that Rubicon requires that Client grant Rubicon authorizations, passwords

or other user credentials to a Third-Party Offering (“Rubicon Access Codes”) to retrieve Client Content or to enable interoperability with the Subscribed Services, Client shall promptly provide such Rubicon Access Codes.

3.4 Integrated Third-Party Software. Rubicon may integrate third-party computer software into the Subscribed Services. In such an event, Rubicon will obtain, at no additional charge to Client, all rights necessary for Client to use such third-party computer software with the Subscribed Services. All free software is distributed to Client WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. A copy of the free software is included with the Subscribed Services. Rubicon disclaims on behalf of all individuals or entities that distributed such free software to Rubicon (the “Contributors”) all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose; and Rubicon excludes on behalf of all such Contributors (i) all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits; and (ii) any provisions which differ from this Agreement which are offered by any particular Contributor alone and not by any other party.

3.5 Compliance with Laws. Client will comply with all applicable laws, rules and regulations relating to Client’s or its authorized user’s receipt or use of the Subscribed Services. Without limiting the foregoing, Client will be solely responsible for determining the extent to which the design or provision of the Subscribed Services is subject to any privacy laws or regulations (“Privacy Laws”) or the oversight of any regulatory agency charged with the enforcement thereof (“Regulatory Oversight”). To the extent that the design and operation of the Subscribed Services is subject to any Privacy Laws or Regulatory Oversight, Client will specify any procedures to be taken by Rubicon during the customization and provision of the Subscribed Services to cause the Subscribed Services to be in compliance with such Privacy Laws and Regulatory Oversight. Client shall not export the Subscribed Services, System or Documentation in violation of U.S. Department of Commerce export administration regulations.

3.6 Activity. Rubicon will provide Client access to the Subscribed Services by issuance of a confidential site address and passwords to Client. Client is responsible for maintaining the confidentiality of such address and passwords and any activity that transpires through the use of such address and passwords. Client shall: (a) notify Rubicon immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to Rubicon immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of Client Content that is known or suspected by Client; and (c) not impersonate another Rubicon client or user or provide false identity information to gain access to or use of the Subscribed Services.

#### **4. Prices; Ordering; Payment.**

4.1 Invoicing and Payment. Except as otherwise specified in an Order or Statement of Work: (a) Client shall pay to Rubicon all fees, charges and expenses due and owing pursuant to an Order or Statement of Work in U.S. dollars to the address designated on the invoice within forty five (45) days following Rubicon’s invoice date; and (b) all payment obligations are non-cancellable, non-refundable and non-contingent. Client may not set-off any amounts owing to Client against any payments owing to Rubicon hereunder. Payments which are not received when due shall bear interest at the lesser of the maximum amount chargeable by law or one and a half percent (1½%) per month commencing with the date payment was due. In addition, in the event Client fails to timely pay any fees or charges when due, Rubicon may, in its discretion, suspend or terminate any Subscribed Services or other services hereunder in accordance with Section 5.4.

4.2 Taxes and Duties. Excluding taxes based on Rubicon’s net income, Client is liable and responsible for paying all federal, state and local sales, foreign withholding, value added, use, property, excise, service and other taxes, and all duties and customs fees relating to Client’s receipt or use of the Subscribed Services, whether or not Rubicon invoices Client for such taxes, duties or customs fees, unless Client timely provides Rubicon with a valid tax exemption or direct pay certificate showing Client is exempt from such payments. If Rubicon is required to pay any such taxes, duties or customs fees, Client shall reimburse Rubicon for such amounts in accordance with Section 4.1, and Client further agrees to indemnify, defend and hold harmless Rubicon for any such taxes, duties and customs fees and any related costs, interest and penalties paid or payable by Rubicon with respect thereto.

4.3 Audits. During the Term, upon thirty (30) days prior written notice to Client, Rubicon may audit Client’s use of the Subscribed Services to determine Client’s compliance with the terms and conditions of this Agreement. Such audits shall occur during regular business hours and shall be conducted in a manner designed to limit disruption to Client’s business.

## 5. Term and Termination.

5.1 Term. The term of this Agreement (“Term”) shall commence on the Effective Date and shall continue for a period of 24 months unless earlier terminated in accordance with the provisions hereof.

5.2 Termination. Either party may terminate this Agreement or the applicable Order or Statement of Work upon thirty (30) days written notice to the other party. In addition, Rubicon may terminate this Agreement immediately if Client files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or if a trustee is set up to administer a substantial portion of Client’s assets or business.

5.3 Suspension of Services. In the event (a) Client fails to timely pay any fees when due; or (b) Rubicon believes, upon advice of counsel, that any element of the Subscribed Services, or Client’s receipt or use thereof, violates any applicable law, rule or regulation, Rubicon may in its sole discretion suspend or terminate any Subscribed Services and other services immediately without notice.

5.4 Effect of Termination. Upon termination of this Agreement or an Order or Statement of Work for any reason, all payment obligations shall become immediately due and owing and Client shall immediately cease using the applicable Subscribed Services and return all Documentation to Rubicon. Upon termination of this Agreement, Client shall also return to Rubicon or destroy all copies of Rubicon’s Trade Secrets and Confidential Information in every form. Upon request of Rubicon, Client agrees to certify in writing to Rubicon that it and each of its Affiliates have performed the foregoing obligations. Sections 1, 4, 5.5, 6.2, 6.3, and 7, 8, 10 and 11 shall survive any termination of this Agreement in accordance with their respective terms.

## 6. Representations and Warranties.

6.1 Services Warranty. Provided that Client notifies Rubicon of the non-conformance within the warranty period, and subject to the limitations set forth herein, Rubicon warrants that the Subscribed Services will be provided substantially in accordance with the applicable Documentation for a period of ninety (90) days from the date such Subscribed Services are first provided. No specific result from the provision of Subscribed Services is assured or guaranteed. In the event of any breach of the foregoing warranty, Rubicon shall, at its option and as Client’s sole and exclusive remedy, (a) re-perform the Subscribed Services which were not performed as warranted at no additional charge; or (b) in the event Rubicon is unable to re-perform such Subscribed Services after exercising commercially reasonable efforts to do so, refund the fees paid to Rubicon for the Subscribed Services which were not performed as warranted. Notwithstanding the foregoing, Rubicon shall have no obligation to provide the warranty services described in this Section 6.1 if: (i) the performance failure is at least partially attributable to Client’s deviation from applicable operating instructions or failure to perform Client’s obligations set forth in this Agreement; or (ii) Client or any other person or entity (other than Rubicon) has modified the Subscribed Services.

6.2 Client Acknowledgment. Client acknowledges and agrees that it has made its own evaluation in deciding to subscribe for the Subscribed Services. The warranties provided in this Agreement extend solely to Client and to no other person or entity whatsoever. Without limiting the foregoing, Rubicon is not responsible for the results that may be obtained from use of the Subscribed Services.

6.3 DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, RUBICON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SUBSCRIBED SERVICES, THE SYSTEM OR ANY OTHER SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PROFESSIONAL SERVICES. RUBICON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING OR CUSTOM OF TRADE, AND ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT. RUBICON DOES NOT WARRANT THAT THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES ARE OR WILL BE ERROR-FREE OR THAT THE USE OR OPERATION OF THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES WILL BE UNINTERRUPTED OR THAT ALL ERRORS OR ISSUES WITH THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES CAN OR WILL BE CORRECTED.

## 7. Confidentiality.

7.1 Confidentiality. Each party (the “Receiving Party”) acknowledges that it will have access to Confidential Information and Trade Secrets of the other party (the “Disclosing Party”). For purposes of this Agreement, “Trade Secrets” means information, without regard to form, which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its

disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and “Confidential Information” means information, other than Trade Secrets, that is of value to Disclosing Party and is treated as confidential. Rubicon’s Trade Secrets and Confidential Information include, without limitation, the Subscribed Services, the System, the Documentation and object and source code for the Rubicon Software. The Receiving Party agrees to use the Trade Secrets and Confidential Information of the Disclosing Party solely for purposes of performing its obligations or exercising its rights under this Agreement. Except as required by law, the Receiving Party agrees to discuss the Trade Secrets and Confidential information of the Disclosing Party only with, and to transmit the Trade Secrets and Confidential Information only to, those officers, employees and consultants of the Receiving Party who have a need to know the Trade Secrets or Confidential Information for the purposes set forth herein and who have agreed in writing to treat such information as confidential on terms no less restrictive than as set forth in this Agreement. The parties acknowledge and agree that the terms of any previously executed confidentiality or nondisclosure agreements shall remain in effect with respect to the information exchanged thereunder.

7.2 Security Precautions. The Receiving Party shall take commercially reasonable security precautions to prevent unauthorized use and disclosure of the Trade Secrets and Confidential Information of the Disclosing Party and shall use at least the same degree of care the Receiving Party employs with respect to its own Trade Secrets and Confidential Information, but in no event less than a reasonable standard of care. The Receiving Party shall not permit unauthorized access to the Trade Secrets or Confidential Information of the Disclosing Party.

7.3 Duration and Exceptions. With regard to Confidential Information, the obligations in this Section 7 shall continue for the Term and for a period of five (5) years thereafter. With regard to Trade Secrets, the obligations in this Section 7 shall continue for so long as such information constitutes a trade secret under applicable law, but in no event less than the Term and for a period of five (5) years thereafter. The Receiving Party’s obligations with respect to Trade Secrets and Confidential Information of the Disclosing Party shall not apply to the extent such Trade Secrets or Confidential Information: (a) are previously known to the Receiving Party without restriction on disclosure; (b) cease to be secret or confidential except by reason of a breach of this Agreement by the Receiving Party; (c) are independently developed by the Receiving Party without reference to the Trade Secrets or Confidential Information of the Disclosing Party; or (d) were received from a third party without obligations of confidence and without breach of this Agreement. In addition, the Receiving Party may disclose Trade Secrets and Confidential Information of the Disclosing Party to the extent such disclosure is required by applicable law or by any governmental authority, provided the Receiving Party notifies the Disclosing Party, if permitted by law, of the applicable legal requirements before such disclosure occurs so as to enable the Disclosing Party to obtain such protection as may be available to preserve the confidentiality of such information.

## 8. Intellectual Property Rights.

8.1 Rubicon’s Intellectual Property. Rubicon (or its licensors) retains title to the Subscribed Services, System, and Documentation, and all modifications, alterations, derivative works, and enhancements thereto, and all copies thereof and Intellectual Property Rights therein. Except as specified herein, Client does not acquire any rights, express or implied, in the Subscribed Services, System or Documentation, and has no right to commercialize or transfer the Subscribed Services, System or Documentation, in whole or in part. No license, right or Intellectual Property Right in any Rubicon trademark, trade name or service mark is granted pursuant to this Agreement. Subject only to the following, title to all Work Product will at all times remain the sole and exclusive property of Rubicon or its licensors; provided that Rubicon shall not obtain any ownership rights in any Client Content provided by, or on behalf of, Client. Upon request, Client agrees to execute such documents as may be reasonably requested by Rubicon to secure Rubicon’s rights in and to the foregoing. Rubicon hereby grants Client during the term of the applicable Order a non-exclusive, royalty free (subject only to the fees provided for in a Statement of Work), limited right and license to copy, use, modify and sub-license all Work Product.

8.2 Client Content. Client shall own all Client Content. Client shall have sole responsibility for the accuracy, completeness, quality, integrity, legality, reliability, timeliness, appropriateness, and intellectual property ownership and right to use all Client Content,.. Rubicon does not warrant the correctness, completeness, merchantability or fitness for a particular purpose of any Client Content, and Client shall hold Rubicon harmless from any and all third-party claims arising out of Client’s use or dissemination of any such Client Content. In the event this Agreement is terminated (other than by reason of Client’s breach), Rubicon will make available to Client a file of the Client Content in its possession, if any, within thirty (30) following Client’s request; provided such request is made within thirty (30) days following termination of the Agreement. Rubicon reserves the right to (a) withhold, remove and/or discard Client Content in its possession, if any, in the event Client breaches this Agreement, including, without limitation, non-payment of fees and charges; and (b) purge and delete Client Content, if any, in its possession if Client fails to request such Client Data within thirty (30) days following termination of this Agreement.

8.3 License to Client Content. Client hereby grants to Rubicon the non-exclusive right and license to (a) receive, retrieve, process, use and transmit any Client Content necessary or reasonably desirable to perform the Subscribed Services or

other services; (b) use, copy, manipulate and store any Client Content that will be archived, stored or otherwise transmitted in connection with the Subscribed Services or other services; and (c) to aggregate Client Content and data with content and data from other clients (“Data Aggregations”) for purposes including, without limitation, product and service development and commercialization and quality improvement initiatives. Rubicon will redact Client Content in such a way as to not divulge Client’s Confidential Information or Trade Secrets. All Data Aggregations will be the sole and exclusive property of Rubicon.

## **9. Defense and Indemnification.**

9.1 Limited Covenant to Defend. Rubicon will defend any third party claim brought against Client in the United States to the extent that the claim, if true, would constitute an infringement or misappropriation by the Subscribed Services of any valid and subsisting patent or copyright (a) recognized under the laws of the United States; and (b) of which Rubicon had actual knowledge; provided, however, that: (i) Client immediately advises Rubicon of the claim upon learning of the assertion of the claim; and (ii) Rubicon is given the sole right to control the defense and/or settlement of the claim, in litigation or otherwise.

9.2 Injunctions Obtained by Third Parties. If a third-party infringement claim, of which Rubicon is notified in accordance with Section 9.1 (or of which Rubicon is otherwise aware or believe is likely) results, or in Rubicon’s opinion is likely to result, in an injunction prohibiting Client from continued use of the Subscribed Services that is the subject matter of the claim, then Rubicon may, in its sole discretion and at its expense: (a) procure for Client the right to continue to use the Subscribed Services that are the subject matter of the claim; (b) replace or modify the Subscribed Services that are the subject matter of the claim to make them non-infringing, but, where reasonably possible, preserving the functionality of such Subscribed Services; or (c) if the foregoing remedies are not commercially practical, suspend or terminate access to the infringing Subscribed Services.

9.3 Exceptions to Duties to Defend and Indemnify. Notwithstanding any other provisions hereof, Rubicon shall have no obligation to indemnify or defend Client for any third party claim pursuant to this Section 9, nor be required to pay losses, damages or expenses under this Section 9, if Client agrees to settle any such claim without the prior written consent of Rubicon, or if the claim arises out of, in whole or in part: (a) a modification of the Subscribed Services by anyone other than Rubicon; (b) use of the Subscribed Services other than in accordance with the Documentation or the terms of this Agreement; (c) use of a release of the Subscribed Services without having implemented updates, the use of which would have cured the alleged infringement; (d) any third party software or service; (e) use of the Subscribed Services in combination with Third Party Offering or any other third party hardware, software, database or materials where, absent such combination, the Subscribed Services would not be infringing; or (f) Client’s negligence or willful misconduct.

9.4 Sole Obligation. This Section 9 states Rubicon’s sole obligation, and Client’s sole and exclusive remedy, with respect to infringement of proprietary and Intellectual Property Rights. Notwithstanding anything else in this Section 9, Rubicon’s aggregate liability for indemnification pursuant to this Section 9 shall not exceed the original subscription fees paid by Client to Rubicon for the infringing Subscribed Services.

## **10. Limitation on Liability.**

10.1 EXCLUSION OF DAMAGES. IN NO EVENT SHALL RUBICON OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE, DELAY OR MALFUNCTION), EVEN IF RUBICON HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

10.2 LIMITATION OF LIABILITY. RUBICON TOTAL AGGREGATE LIABILITY TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING FROM OR OUT OF THIS AGREEMENT (WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) SHALL IN NO EVENT EXCEED THE FEES PAID BY CLIENT TO RUBICON DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO CLIENT’S FIRST CLAIM.

10.3 EXCEPTIONS. THE FOREGOING LIMITATIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

10.4 PROTOTYPE COMPONENT RIDER. CLIENT ACKNOWLEDGES AND AGREES THAT SOME PARTS OF THE SYSTEM IDENTIFIED BY RUBICON AND PROVIDED TO THE CLIENT HEREUNDER ARE PRELIMINARY, TEST VERSIONS (EACH BEING A “PROTOTYPE COMPONENT” AND COLLECTIVELY “PROTOTYPE COMPONENTS”). IF AND TO THE EXTENT ANY PROTOTYPE COMPONENTS ARE PROVIDED TO

CLIENT, ALL REPRESENTATIONS AND WARRANTIES, AND LIABILITIES REGARDING SUCH PROTOTYPE COMPONENTS, AND OTHER SUPPLEMENTAL TERMS AND CONDITIONS REGARDING THE PROTOTYPE COMPONENTS, SHALL BE GOVERNED BY THE “PROTOTYPE COMPONENT RIDER” ATTACHED HERETO AND INCORPORATED BY REFERENCE AS ADDENDUM C. IN THE EVENT OF AN INCONSISTENCY BETWEEN THE PROTOTYPE COMPONENT RIDER AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE PROTOTYPE COMPONENT RIDER SHALL PREVAIL AND CONTROL.

## **11. Miscellaneous.**

11.1 Dispute Resolution; Governing Law. The laws of the State of Florida shall govern this Agreement, without reference to conflicts of law rules or principles. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Client hereby consents and submits to the exclusive jurisdiction and venue over any action, suit or other legal proceeding that may arise out of or in connection with this Agreement, by any state or federal court located within or about Tampa, Florida, USA. Client shall bring any action, suit or other legal proceeding to enforce, directly or indirectly, this Agreement or any right based upon it exclusively in such courts.

11.2 Force Majeure. Neither party will be liable for any loss, damage or delay resulting from any event beyond such party’s reasonable control (a “Force Majeure Event”), and delivery and performance dates will be extended to the extent of any delays resulting from any such Force Majeure Event. Each party will promptly notify the other upon becoming aware that a Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

11.3 Assignment. Neither party shall assign, transfer, or otherwise delegate any of its rights, duties, or obligations under this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any attempted assignment (whether by operation of law or otherwise) shall be void; except that Rubicon may delegate any of its rights, duties, or obligations under this Agreement to one or more of its affiliates. Notwithstanding the foregoing, either party may assign its rights, duties, and obligations hereunder, without approval of the other party, to a party that succeeds to all or substantially all of its assets or business (whether by sale, merger, operation of law or otherwise), so long as the assignee agrees in writing to be bound by the terms and conditions of this Agreement; provided, however, that any such assignment by Client shall be subject to any fee adjustments specified in an Order, or that may be necessary because of Client’s use of the subscribed Services beyond the licensing parameters specified in the applicable Order; and further provided that no such assignment may be to a competitor of Rubicon. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

11.4 Independent Contractors. Nothing in this Agreement shall be construed to create an agency, joint venture, partnership or other form of business association between the parties. Neither party has the right or authority to make any contract, representation or binding promise of any nature on behalf of the other party, and neither party shall hold itself out as having such right or authority.

11.5 No Waiver. The failure on the part of either party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy.

11.6 Severability. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby.

11.7 Counterparts. This Agreement may be executed in duplicate and either copy or both copies are considered originals.

11.8 Notices. All official notices (including any notices regarding breach, termination, renewal, etc.) required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified, registered mail or next day express mail or courier, postage prepaid. Any such notice shall be deemed given (a) when so delivered personally; (b) three (3) days after, when sent by certified or registered mail; or (c) the day after, when sent by next day express mail or courier, as follows: (i) if to Client, to it at: 300 Municipal Dr, Madeira Beach, FL 33708; (ii) if to Rubicon, to it at: Rubicon Global, LLC, 950 East Paces Ferry Road, Suite 1900, Atlanta, GA 30326. In addition, routine, non-contractual notices, consents and approvals (including support) given under this Agreement may be delivered in writing as provided above or through electronic mail or other electronic record addressed to the parties identified herein.

11.9 Marketing. Client agrees that Rubicon may reference Client’s execution of this Agreement and its status as a user of the Subscribed Services in marketing materials and in sales presentations. Rubicon may use Client’s Marks in connection with such usage.



11.10 Entire Agreement. This Agreement (including any Orders, Exhibits, Statements of Work and attachments, which are hereby incorporated herein by reference) constitute the final and entire agreement between the parties, and supersedes all prior written and oral agreements, understandings, or communications with respect to the subject matter of this Agreement.

11.11 Cooperative Purchasing. Rubicon and the Client agree that other government entities (including but not limited to municipalities, counties, states, public utilities, non-profit hospitals, educational institutes, special governmental agencies, and non-profit corporations) that allow cooperative purchasing may utilize the terms of this agreement to procure Rubicon's software and services.

**11.12 Compliance with Public Records Law. Rubicon shall comply with Chapter 119, Florida Statutes. Specifically, Rubicon shall:**

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

**IF RUBICON HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RUBICON'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF RECORDS AT: Clara VanBlargan, City Clerk of the City of Madeira Beach, 727-391-9951, cvanblargan@madeirabeachfl.gov, 300 Municipal Drive, Madeira Beach, FL 33708.**

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Master Software Services Agreement and to bind their respective party hereto.

**RUBICON GLOBAL, LLC**  
a Delaware limited liability company

DocuSigned by:

*Conor Riffe*

E237204F5215461...

Authorized Signature

SVP Smart Cities

Printed Name and Title

**CITY OF MADEIRA BEACH**  
a Florida municipal corporation

By: \_\_\_\_\_  
Robin Gomez, City Manager

**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas J. Trask, B.C.S., Esquire,  
City Attorney

## EXHIBIT A

## PROFESSIONAL SERVICE TERMS

These Professional Services Terms are hereby annexed to and made a part of the Master Software Services Agreement (the “Agreement”) between Rubicon and Client. In the event any provisions of these Professional Services Terms contradict or are inconsistent with the provisions of the Agreement, the provisions these Professional Services Terms shall prevail and govern.

1. Services. Upon request by Client, Rubicon will provide consultants to perform implementation, consulting and training services to the extent such Professional Services are identified in any mutually agreed upon Statement of Work more fully describing the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference the Agreement and be sequentially numbered. Any modifications to a Statement of Work shall be made by written change order, in Rubicon’s standard form, executed by both parties to this Agreement (a “Change Order”). Each Change Order complying with this Section shall be deemed to be an amendment to the applicable Statement of Work to which it applies and shall become a part thereof.
2. Cooperation. All Professional Services will be coordinated with the designated Client Project Coordinator, as identified in each Statement of Work. Client shall cooperate and provide information as is reasonably necessary or desirable for the timely completion of the Professional Services. Client shall at all times make available its functional and/or information technology personnel as reasonably required or desirable for Rubicon to perform the Professional Services, and Client shall timely fulfill its obligations and responsibilities set forth in each Statement of Work. To the extent required or as specified in any Statement of Work or work plan, Client shall provide Rubicon with access to its facilities, software, systems, data, information and support materials to perform the Professional Services. Client acknowledges that Rubicon’s performance hereunder is contingent on Client’s timely and effective performance of Client’s responsibilities and Client’s timely decisions and approvals. If Client fails to provide required information and/or make decisions as agreed or in a reasonably expeditious and timely manner, and such failure results in a delay in delivery of any deliverables or Work Product or to the overall project, Client agrees to extend the time frame for delivery of the deliverable or project, as applicable, on a day for day basis and compensate Rubicon for any additional work required as a result of such delay.
3. Project Control. Rubicon shall have the sole right to supervise, manage, contract, direct, procure, perform, or cause to be performed, all Professional Services performed by it pursuant to a Statement of Work. Rubicon may subcontract all or a portion of the Professional Services to a qualified third party. In recognition that Rubicon personnel may perform similar services for third parties, this Agreement shall not prevent Rubicon from providing services or developing materials that may be perceived as competitive with those developed or provided hereunder, subject to the confidentiality provisions of the Agreement.
4. Compensation. All Professional Services will be provided by Rubicon on a time, materials and expense basis at Rubicon’s then current rates, unless otherwise agreed by the parties in a Statement of Work.
5. Termination. These Professional Services Terms shall be effective as of the Effective Date of the Agreement and shall remain in effect until (a) terminated by either party upon thirty (30) days prior written notice in the event no Statement of Work is outstanding; or (b) as provided in the Agreement, whichever is earlier. Client shall be liable for payment to Rubicon for all Professional Services provided or performed prior to the effective date of any such termination, including any expenses incurred pursuant to the provision of such Services.
6. Additional Services. Any services performed by Rubicon at the request of Client that are outside the scope of any Professional Services described in the applicable Statement of Work shall be governed by these terms and will be billed at Rubicon’s then current rates.
7. Acceptance Criteria. Each deliverable provided to Client through Professional Services under this Agreement (collectively, the “Client Deliverables”) will be deemed accepted by Client upon delivery, unless Client provides written notice of rejection to Rubicon within five (5) business days of such delivery (the “Acceptance Period”) and such notice specifically identifies the manner in which the applicable Client Deliverables fail to materially comply with their applicable specifications. In the event Client rejects the applicable Client Deliverables within the Acceptance Period, Rubicon shall use commercially reasonable efforts to make such corrections to Client Deliverables, such that the Client Deliverables materially comply with the applicable specifications, and shall present the same to Client for acceptance pursuant to this paragraph. Any

use of Client Deliverables by Client following delivery, other than review and testing of such Client Deliverables to confirm compliance with the applicable specifications, shall constitute acceptance.

**ORDER NUMBER ONE TO THE  
MASTER SOFTWARE SERVICES AGREEMENT**

This independent Order Number one (“Order”) to the Master Software Services Agreement is made as of \_\_\_\_\_ (“Order Effective Date”), by and between Rubicon Global, LLC (“Rubicon”) and the CITY OF MADEIRA BEACH, (“Client”). This Order is part of the Master Software Services Agreement between the parties dated \_\_\_\_\_ (“Agreement”). Capitalized terms used and not otherwise defined in this Order shall have the respective meanings set forth in the Agreement.

1. The Subscribed Services.

DESCRIPTION	COST
Year 1 Cost	\$ 17,225.25
Year 2 Cost	\$ 12,444.00
Total Cost (24-month contract)	\$ 29,669.25

The complete pricing proposal has been included in this package as Addendum B.

2. Other Charges. As may be agreed to by the parties in writing from time to time.

3. Payment Terms. The parties agree that the fees for the above services shall be a total of TWENTY-NINE THOUSAND SIX HUNDRED SIXTY-NINE DOLLARS AND TWENTY-FIVE CENTS (\$29,669.25) payable as follows (“Fee”):

- a. US\$ 17,225.25 due upon execution of this Agreement.
- b. US\$ 12,444.00 due upon the first anniversary of this Agreement.

4. Separate Agreement. Rubicon may provide Professional Services regarding the Subscribed Services provided hereunder pursuant to a Statement of Work to the Professional Services Terms executed between the parties. Client understands and agrees that such Professional Services and associated Statements of Work that may be signed are separate and independent contractual obligations from any Order or amendment thereto relating to the access and use of the Subscribed Services. Client shall not withhold payments that are due and payable pursuant to this Order or any other Order(s) or amendment(s) thereto because of the status of Professional Services performed under any Statement of Work.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Order and to bind their respective party hereto.

**ACCEPTED BY:**

**RUBICON GLOBAL, LLC**

DocuSigned by:  
*Conor Riffle*

E237204F5315451...  
Authorized Signature

Conor Riffle SVP Smart Cities  
Printed Name and Title

**CITY OF MADEIRA BEACH**  
a Florida municipal corporation

By: \_\_\_\_\_  
Robin Gomez, City Manager

**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas J. Trask, B.C.S., Esquire,  
City Attorney

## ADDENDUM A

## SERVICE AVAILABILITY

RUBICONSmartCity software is hosted externally using Amazon Web Services (AWS).

Below please find our standard Service Level Availability Policy (SLA):

Rubicon's Service Availability commitment for a given calendar month is **99.5%**. Service Availability is calculated per month as follows:  $(\text{Total time} - \text{Unplanned Outage} - \text{Planned Maintenance}) / (\text{Total} - \text{Planned Maintenance}) \times 100$

- Definitions:
  - *Total time* is the total minutes in the month
  - *Unplanned Outage* is total minutes unavailable due to an unplanned outage in the month
  - *Planned Maintenance* is total minutes of planned maintenance in the month. Currently, Planned Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, four (4) hours for quarterly maintenance. Rubicon's current weekly maintenance begins at 10 pm (Eastern) on Fridays; monthly maintenance begins at 2:00 am (Eastern) on Saturday; and quarterly maintenance begins at 6:00am (Eastern) on Saturday. All times are subject to change upon reasonable notice. If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month. The measurement point for Service Availability is the availability of the Rubicon Service. Customer may request an availability report once per month.
- Service Response
  - Rubicon Production Support and Service Level Availability Policy (SLA)
  - Rubicon's Service Response commitment is: (1) not less than 50% of (online) transactions in two (2) seconds or less and not more than 10% in five (5) seconds or more.
  - Service Response is the processing time of the Rubicon Production Service in the Amazon Web Service data center to complete transactions submitted from a web browser.
  - The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Amazon Web Service data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via email.
- Disaster Recovery
  - Rubicon commits to a recovery time objective of twelve (12) hours - measured from the time that the Rubicon Service becomes unavailable until it is available again. Rubicon commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Rubicon Service became unavailable.
  - Rubicon will test the disaster recovery plan once every six months and will make available a written summary of the results of the most recent test available to Customer upon its request made via the Customer Center.
- Severity Level Determination Submittal
  - Customer shall reasonably self-diagnose each support issue and recommend to Rubicon an appropriate Severity Level designation. Rubicon shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Rubicon Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.<sup>[1]</sup><sub>SEP</sub>
- Support Issue Production Levels - Response and Escalation

- Response Time is the period from the time the Production case was logged in the Customer Center until Rubicon responds to Customer and/or escalation within Rubicon, as appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.
  - SEVERITY LEVEL 1
    - Definition: The Rubicon Service is unavailable for all users
    - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
    - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
    - Escalation: If the problem has not been resolved within one (1) hour, Rubicon will escalate the problem within the appropriate Rubicon organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
    - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
  - SEVERITY LEVEL 2
    - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
    - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
    - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
    - Escalation: If the problem has not been resolved within four {4} hours.; Customer may request that Rubicon escalate the problem within the appropriate Rubicon organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
    - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
  - SEVERITY LEVEL 3
    - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
    - Rubicon Response Commitment: Rubicon will respond within four (4) hours of receipt of case.
    - Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
    - Escalation: If the problem has not been resolved within one (1) week, Customer may request that Rubicon escalate the problem to the appropriate Rubicon organization.
    - Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.
  - SEVERITY LEVEL 4:
    - Definition: The Rubicon Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.
    - Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hour of receipt of case.



- Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for a future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- Escalation: None.
- Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.
- CUSTOMER CARE or OPERATIONS REQUEST (Severity Level 5):
  - Definition: Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. If necessary to open a Support case requesting assistance, Severity 5 should be used.
  - Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hours of receipt of case.
  - Resolution Commitment: Rubicon will respond to request. Customer will be notified of status changes.
  - Escalation: None.
  - Customer Commitment: Customer will respond to Rubicon requests for additional information in a timely manner.
- Rubicon Support Scope
  - Rubicon will support functionality that is developed by Rubicon and under its direct control. For any other functionality, and/or issues or errors in the Rubicon Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Rubicon may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Rubicon's support obligations. Service Level failures attributable to (i) Customer's acts or omissions; and (ii) force majeure events shall be excused.
- Rubicon Service Credit
  - In the event of a failure by Rubicon to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Rubicon shall provide service credits in accordance with the following:
  - a) First month in any rolling six (6) month period: 10% of the Subscription Fee paid for the applicable month for the affected Service
  - b) Second month in any rolling six (6) month period: 20% of the Subscription Fee paid for the applicable month for the affected Service
  - c) Third month in any rolling six (6) month period: 30% of the Subscription Fee paid for the applicable month for the affected Service
  - d) Fourth month in any rolling six (6) month period: 40% of the Subscription Fee paid for the applicable month for the affected Service
  - e) Fifth month in any rolling six (6) month period: 50% of the Subscription Fee paid for the applicable month for the affected Service or within thirty (30) days of such failure Customer shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.
  - If more than one of the above (a through e) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.

ADDENDUM B

PRICING PROPOSAL

RUBICONSmartCity™ is a suite of technology products and services designed to help city governments run fleet operations faster, smarter, and more effectively. With our unique technology running in trucks, Rubicon can help the City of Maderia Beach, FL save money and provide more effective service.

RUBICONSmartCity uses a Software-as-a-Service (SaaS) model for pricing. SaaS service models provide several advantages for the customer:

- Allow the customer to only procure as many subscriptions as needed, meaning the maximum number of drivers that will be in the field at one time.
- Reduce the costs for software licenses compared with the traditional model because service usually resides in shared or multi-user environments.
- Reduce the time spent on installation and configuration, reducing issues that complicate software deployment.
- Reduce maintenance costs; Rubicon owns the environment and splits it among all customers that use that solution.
- Supplemental, standard or product releases will be provided to the City of Maderia Beach, FL at no additional cost.

RUBICONSmartCity pricing includes: a one-time professional service cost for implementation and a recurring annual cost for each software and hardware component included. The pricing below is based on the information provided by the City. We believe the amount of software and hardware is sufficient to meet the CITY goals; however, additional software or hardware can be provided for an additional cost.

This pricing proposal includes:

- Unlimited access to the Rubicon Manager Portal
- 4 Software Subscriptions (4 Vehicles)
- 5 Cameras
- Camera device management, associated data and cellular costs, device warranty (1 breakages annually) and all associated accessories
- One time installation costs for camera hardware
- One time implementation and training services provided by Rubicon’s Training and Implementation Team
- Ongoing account management services
- 24x7 technical support through Rubicon’s online help desk
- External hosting in a secure cloud environment

**Yearly cost for City of Madeira Beach, FL**

2-YEAR CONTRACT

	Description	List Price	Discount (15%)	Customer Price
YEAR 1	One Time Professional Services & Recurring Hardware & Software	\$20,265.00	\$(3,039.75)	\$17,225.25
YEAR 2	Recurring Hardware & Software	\$14,640.00	\$(2,196.00)	\$12,444.00
	<b>TOTAL</b>	\$34,905.00	\$(5,235.75)	\$29,669.25

**Payment Terms:**

Payment is due on an annual basis. The first payment will be due at commencement of the contract and on the yearly anniversary thereafter. Pricing is not inclusive of applicable taxes.

**Extensions:**

The fees for any extensions or renewals beyond Year 3 may be adjusted no more than once in twelve (12) months by the percentage change between the Consumer Price Index baseline (“CPI Baseline”) and the most recently available Consumer Price Index for all Urban Consumers – U.S. City Average – Services (“CPI”) as published by the Bureau of Labor Statistics, at the time of the price review and adjustment. The month and year of the initial CPI Baseline is August, 2024.

**Software Only Terms:**

Bring Your Own Device provides the ability for the City/Hauler to procure its own phones or tablets and simply purchase the RUBICONSmartCity Driver Application which is available for download in the Apple App and Google Play Stores. Please note that in a BYOD scenario, the City is responsible for the management of its devices; all device maintenance, associated data charges, and applicable accessories.

**Leased Camera {All In the One} Terms:**

Rubicon’s camera can be mounted on the interior of the windshield (facing the road), in the hopper, on the side of the vehicle, or on the rear of the vehicle. Two cameras can run simultaneously per vehicle. In a leased scenario, Rubicon will provide the Rubicon camera(s) hardware, associated cords, accessories, and data costs. A City-owned Rubicon provided in cab interface must be utilized in any truck with a Rubicon camera to process data efficiently. Rubicon will provide (1) as necessary per annum.

**Professional Service Terms:**

Professional service one-time costs are based on the information provided to date on required services. If the proposed services require additional time to the estimated hours, Rubicon will invoice the overage at the stated hourly rate (\$250 p/hour).

**Line-Item Add-Ons for Additional Technology:**

Should the City wish to add additional technology, devices, or services during the course of the contract, the City may purchase these off of the list below. Rubicon can provide additional discounts off these list prices at its discretion.

Add-On Line-Item Pricing		
Software – Recurring	Unit	Monthly Price
RUBICONSmartCity Base	p/vehicle	\$30.00
RUBICONSmartCity Solid Waste	p/vehicle	\$160.00
RUBICONSmartCity Snow Removal	p/vehicle	\$120.00
RUBICONSmartCity Street Sweeping	p/vehicle	\$120.00
Hardware – Recurring	Unit	Monthly Price

Telematics Device	p/vehicle	\$30.00
In-Cab Interface (Phone)	p/vehicle	\$135.00
In-Cab Interface (Tablet)	p/vehicle	\$120.00
Camera	p/vehicle	\$100.00
Camera (Surfsight)	p/vehicle	\$150.00
Professional Services – Optional, One Time	Unit	One-Time Price
Telematics Installation	p/device	\$125.00
Camera Installation	p/device	\$375.00
Training / Implementation	p/hour	\$250.00
API Integration	p/hour	\$250.00
Fleet Optimization	p/hour	\$250.00

**RUBICON – SOURCEWELL PRICING SUMMARY**

Product	Type	Payment Types Available	Unit of Measurement	MSRP Pricing	Sourcewell Entry Pricing
Base	Software License	Recurring	Monthly p/ vehicle	\$ 66.00	\$ 30.00
Collections Operations	Software License	Recurring	Monthly p/ vehicle	\$ 328.00	\$ 160.00
Snow Operations	Software License	Recurring	Monthly p/ vehicle	\$ 312.00	\$ 120.00
Sweeper Operations	Software License	Recurring	Monthly p/ vehicle	\$ 312.00	\$ 120.00
Telematics	Hardware Add-On	Recurring	Monthly p/ device	\$ 36.00	\$ 30.00
Phone	Hardware Add-On	Recurring	Monthly p/ device	\$ 150.00	\$ 135.00
Tablet	Hardware Add-On	Recurring	Monthly p/ device	\$ 140.00	\$ 120.00
Camera	Hardware Add-On	Recurring	Monthly p/ device	\$ 180.00	\$ 150.00
Camera Connector	Hardware Add-On	Recurring	Monthly p/ device	\$ 42.00	\$ 35.00
Billing	Software Add-On	Recurring	Annual Cost (Unlimited Users)	\$ 200,000.00	\$ 150,000.00
FleetRoute	Software Add-On	Recurring	Monthly p/license	\$ 500.00	\$ 400.00
AI Model	Software Add-On	Recurring	Monthly p/license	\$ 300.00	\$ 125.00
Training & Implementation	Professional Service	One Time, Upfront	p/hour	\$ 275.00	\$ 250.00
Telematics Installation	Professional Service	One Time, Upfront	p/device	\$ 150.00	\$ 125.00
Camera Installation	Professional Service	One Time, Upfront	p/device	\$ 450.00	\$ 375.00
Fleet Optimization Consulting	Professional Service	One Time, Upfront	p/hour	\$ 300.00	\$ 250.00
Integration	Professional Service	One Time, Upfront	p/hour	\$ 600.00	\$ 500.00

**Certificate Of Completion**

Envelope Id: 81B029612B1546A98D6529BA48726906	Status: Sent
Subject: Complete with DocuSign: Rubicon Contract - W TT edits.pdf	
Source Envelope:	
Document Pages: 20	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Tanner Kruis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	950 East Paces Ferry Road, Salesforce Tower
	Suite 1900
	Atlanta, GA 30326
	tanner.kruis@rubicon.com
	IP Address: 209.131.251.99


**Record Tracking**

Status: Original	Holder: Tanner Kruis	Location: DocuSign
8/29/2024 3:25:32 PM	tanner.kruis@rubicon.com	

**Signer Events**

Conor Riffle  
 Conor.Riffle@rubicon.com  
 SVP Smart Cities  
 Rubicon Global, LLC  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 E237204F5315451...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 174.244.148.10  
 Signed using mobile

**Timestamp**

Sent: 8/29/2024 3:29:02 PM  
 Viewed: 8/30/2024 10:29:05 AM  
 Signed: 8/30/2024 10:29:41 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Hurst Renner  
 Hurst.Renner@rubicon.com  
 Rubicon

Sent: 8/29/2024 3:29:02 PM

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Tyler Molinaro  
 Tyler.Molinaro@rubicon.com  
 Rubicon Global

Sent: 8/29/2024 3:29:03 PM

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Witness Events**

**Signature**

**Timestamp**

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	8/29/2024 3:29:03 PM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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## MEMORANDUM

**Date:** Sept 11, 2024  
**To:** Board of Commissioners  
**From:** Robin I. Gomez, City Manager  
**Subject:** FORWARD PINELLAS REAPPORTIONMENT PLAN

### Background

The City of Madeira Beach received a request from Forward Pinellas for City Commission approval of the enclosed Forward Pinellas Reapportionment plan as approved by the Forward Pinellas Board and the Florida Governor.

### Discussion

As you may be aware, Forward Pinellas coordinates countywide land use and transportation planning to support the 25 local governments in Pinellas County. In doing so, it functions in two capacities. One as the Pinellas Planning Council (PPC) and the other as the Pinellas County Metropolitan Planning Organization (MPO). Metropolitan planning organizations are governed by federal and state law and are required to exist in each urbanized area greater than 50,000 residents, as designated by the Census.

The Forward Pinellas Board is now comprised of 13 members, representing eight (8) municipal governments, the Pinellas County Commission, and the Pinellas Suncoast Transit Authority (PSTA). Three of the municipal government seats are shared by multiple cities and rotate every two years, enabling the board to represent all 25 local governments.

In accordance with Section 339.175, F.S., the Governor is required to review the membership composition of each metropolitan planning organization (MPO) in conjunction with the decennial Census, and to reapportion it as necessary to comply with state and federal requirements. The Reapportionment Plan is necessary to identify the voting membership and seat terms for Forward Pinellas, both in its role as the MPO and as the PPC.

On September 13, 2023, the Forward Pinellas Board voted unanimously to adopt a resolution approving a membership Reapportionment Plan, which is enclosed for your review. That Plan was subsequently transmitted to the Governor. This week we received a letter from the Governor approving the recommended Plan.

- Updating city and county population totals based on the 2020 U.S. Census;
- Reapportionment of the governing board from 13 to 19 members;
- Adding two seats for the City of St. Petersburg due to increased population;
- Adding a seat for the City of Clearwater due to increased population;
- Adding a seat for Tarpon Springs due to increased population;
- Adding a seat for the Pinellas County Commission due to increased population;
- Requiring one of the County Commission seats be from an at-large district.
- Splitting the current Inland Communities seat into two seats to allow for shorter rotation times;
  - **Inland North:** Belleair, Belleair Bluffs and Seminole
  - **Inland South:** Gulfport, South Pasadena, Kenneth City
- Lengthening the term for rotating seats from two years to three years;

With the Governor’s approval letter in hand, it is now necessary to amend the Interlocal Agreement for the Creation of the Pinellas County MPO, which was originally executed in October of 2014, to allow for the expansion of the board membership. The local governments, PSTA and FDOT are required signatories on the amended agreement. Each entity with seats on the new board will have 60 days from the date of the Governor’s letter, or until October 7, 2024, to make its appointment(s) to the new board which will be seated in January 2025.

Jurisdiction	Number of Votes	Percent of Population	Percent of Vote
BCC	4	28.7%	21.1%
St. Pete	4	26.9%	21.1%
Clearwater	2	12.2%	10.5%
Largo	1	8.6%	5.3%
Pinellas Park	1	5.5%	5.3%
Beaches	1	3.2%	5.3%
Dunedin	1	3.8%	5.3%
Tarpon Springs	1	2.6%	5.3%
Oldsmar, Safety Harbor	1	3.4%	5.3%
Belleair, Belleair Bluffs, Seminole	1	2.7%	5.3%
Gulfport, Kenneth City, South Pasadena	1	2.3%	5.3%
PSTA	1	N/A	5.3%
<b>Total:</b>	<b>19</b>	<b>100.0%</b>	<b>100.0%</b>





## MEMORANDUM

### Attachments

2023 Proposed Reapportionment Plan  
2014 InterLocal agreement for the creation of the MPO  
Aug 2024 Governor's Letter approving reapportionment  
MPO InterLocal amended agreement  
MB signature page



**RON DeSANTIS**  
GOVERNOR

August 8, 2024

Pinellas County Metropolitan Planning Organization  
310 Court Street  
Clearwater, FL 33756

To Whom It May Concern:

In accordance with s. 339.175, Florida Statutes, and Title 23 CFR Part 450, please consider this letter as formal concurrence with the Department of Transportation's recommendation that the Pinellas County Metropolitan Planning Organization's apportionment plan meets the requirements of s. 339.175, Florida Statutes and Title 23 CFR 450.312(a).

The MPO's continued adherence to the requirements of Florida Law are of utmost importance.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron DeSantis".

Ron DeSantis, Governor

CC: Mr. Jared Perdue, P.E., Secretary, Florida Department of Transportation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INTERLOCAL AGREEMENT FOR CREATION OF THE  
METROPOLITAN PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this 15<sup>th</sup> day of October, 2014, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF PINELLAS; the CITIES OF BELLEAIR BEACH, BELLEAIR BLUFFS, CLEARWATER, DUNEDIN, GULFPORT, INDIAN ROCKS BEACH, LARGO, MADEIRA BEACH, OLDSMAR, PINELLAS PARK, SAFETY HARBOR, ST. PETE BEACH, ST. PETERSBURG, SEMINOLE, SOUTH PASADENA, TARPON SPRINGS, TREASURE ISLAND; the TOWNS OF BELLEAIR, BELLEAIR SHORE, INDIAN SHORES, KENNETH CITY, NORTH REDINGTON BEACH, REDINGTON BEACH, REDINGTON SHORES; and the PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA), collectively known as “the parties.”

**RECITALS**

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Pinellas County MPO for the Pinellas County urbanized area, herein after referred to as “the Metropolitan Planning Organization” or “the MPO”. Further, the parties approved by unanimous vote a reapportionment and boundary plan for presentation to the Governor on the 10<sup>th</sup> day of July 2013;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter to the MPO Chair dated the 13<sup>th</sup> day of February 2014, approved the reapportionment and boundary plan submitted by the MPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the MPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, this Interlocal Agreement is required to create the Metropolitan Planning Organization and delineate the provisions for operation of the MPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

**ARTICLE 1  
RECITALS; DEFINITIONS**

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

Department means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the MPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303, and Section 339.175(1), F.S.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

**ARTICLE 2  
PURPOSE**

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to re-establish the MPO and recognize the boundary and reapportionment approved by the Governor. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;

- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department’s role in transportation. Section 334.044, F.S., includes the legislative intent declaring that the Department shall be responsible for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the MPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the MPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

**ARTICLE 3  
MPO ORGANIZATION AND CREATION**

Section 3.01. Re-establishment of MPO. The MPO for the metropolitan planning area as described in the membership reapportionment plan approved by the Governor is hereby created and re-established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Pinellas County MPO.

Section 3.02. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of MPO. The governing board re-established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the MPO, and will be responsible for coordinating the cooperative decision-making process of the MPO’s actions, and will take required actions as the MPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on MPO's projects.

**ARTICLE 4  
 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE**

Section 4.01. Composition and membership of governing board.

- (a) The membership of the MPO shall consist of 13 voting members and one (1) non-voting advisor. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows: three (3) voting members representing the Pinellas County Board of County Commissioners; two (2) voting members representing the City of St. Petersburg; one (1) voting member for each of the following cities: Pinellas Park, Dunedin, Clearwater, Largo; one (1) rotating voting member representing the cities of Oldsmar, Safety Harbor and Tarpon Springs; one (1) rotating voting member representing the following Inland Communities: Belleair, Belleair Bluffs, Gulfport, Seminole, South Pasadena, Kenneth City; one (1) rotating voting member representing the following communities which comprise the Barrier Islands Government Council (BIG-C): Belleair Beach, Indian Rocks Beach, Madeira Beach, St. Pete Beach, Treasure Island, Belleair Shore, Indian Shores, North Redington Beach, Redington Beach, Redington Shores; one (1) voting member representing the Pinellas Suncoast Transit Authority (PSTA); and one (1) non-voting advisor representing the Department.
- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the MPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.
- (c) The voting membership of an M.P.O. shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.
- (d) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. Except as provided for below, the term of office of members of the MPO shall be four years. The term of office for the OLDSMAR/SAFETY HARBOR/TARPON SPRINGS consortium of municipalities shall be two (2) years, on a biennial rotating basis. The membership of a member who is a public official automatically terminates upon said official leaving the elective

appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

The term of the rotating voting member representing the aforementioned BIG-C communities shall be two years, however, the appointed elected official may be reappointed for up to four successive two-year terms, for a maximum term of eight years. The BIG-C, by majority vote, shall recommend appointments from nominations of elected officials provided by individual member municipalities. The municipal government board on which the recommended elected official serves shall confirm the appointment and transmit the name of the appointee to the MPO. If the appointed elected official is unable to complete their two-year term for any reason, the same procedure used for the original appointment by the BIG-C and the appointing municipality shall be followed.

The term of the rotating voting member representing the aforementioned Inland Communities shall be two years. The order of rotation shall be Gulfport, Belleair, South Pasadena, Belleair Bluffs, Kenneth City and Seminole. If a city/town decides to defer its term of appointment, the process will proceed to the next city/town in the order shown and the deferring city/town will go to the end of the rotational order. Finally, if the appointed elected official is unable to complete their two-year term, that City/Town Commission or Council will appoint another elected official for the balance of the term.

**ARTICLE 5  
AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES**

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(5) and (6), F.S.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

- (a) As provided in Section 339.175(6)(g), F.S., the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) As provided in Section 163.01(14), F.S., the MPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., the MPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and



(f) The MPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(2)(b), (5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the MPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(6)(d), F.S., the MPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the MPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), F.S., the MPO shall be liable for any liabilities incurred by the MPO, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, the approval of settlements of claims by its governing board, or in any other manner agreed upon by the MPO. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the provision of section 768.28, F.S.
- (d) As provided in Section 339.175(9), F.S., the MPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;
- (f) As provided in Section 339.175(10)(a), F.S., the MPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

**ARTICLE 6**  
**FUNDING; INVENTORY REPORT; RECORD-KEEPING**

Section 6.01. Funding. The Department shall allocate to the MPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulation

Section 6.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the party upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure. Any party, except Pinellas County and the City of St. Petersburg, as the United States Bureau of the Census designated largest incorporated city, may withdraw from this

Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:

- (1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and
- (2) The MPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the MPO shall review the previous MPO designation, applicable federal, state and local law, and MPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(1)(2), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the MPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the MPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

See Exhibit A (attached) for the address of record for all signatories to this Interlocal Agreement.

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

- (a) Drafters of the Interlocal Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:
  - (1) The singular of any word or term includes the plural;
  - (2) The masculine gender includes the feminine gender; and
  - (3) The word "shall" is mandatory, and "may" is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney's fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The MPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated MPO.

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**TOWN OF BELLEAIR**

**PINELLAS COUNTY, FLORIDA**

BY:   
\_\_\_\_\_  
Gary H. Katica

TITLE: Mayor

ATTEST:   
\_\_\_\_\_  
Donna Carlen

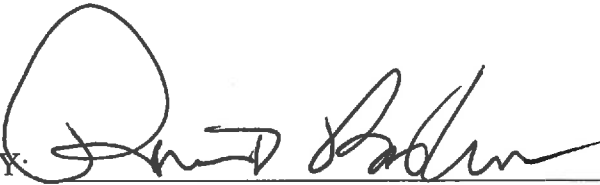
TITLE: Town Clerk  
(Seal)

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

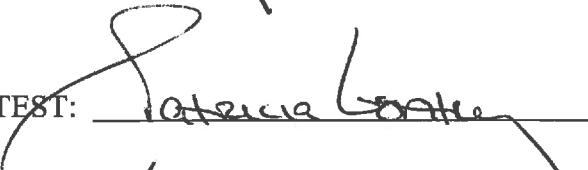
Signed, Sealed and Delivered in the presence of:

**CITY OF BELLEAIR BEACH**

**PINELLAS COUNTY, FLORIDA**

BY:  \_\_\_\_\_

TITLE: Mayor \_\_\_\_\_

ATTEST:  \_\_\_\_\_

TITLE: City Clerk \_\_\_\_\_  
(Seal)

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**CITY OF BELLEAIR BLUFFS**

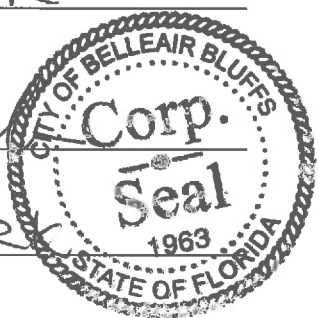
**PINELLAS COUNTY, FLORIDA**

BY: Joseph A. Barkley III

TITLE: VICE-MAYOR

ATTEST: Debra Hill

TITLE: CITY CLERK  
(Seal)




Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**TOWN OF BELLEAIR SHORE**

**PINELLAS COUNTY, FLORIDA**

BY:  \_\_\_\_\_

TITLE: Mayor. \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Seal)



Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**CITY OF CLEARWATER**

**PINELLAS COUNTY, FLORIDA**

BY: SEE BELOW

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

(Seal)

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos

George N. Cretekos  
Mayor

By: William B. Horne II

William B. Horne II  
City Manager

Approved as to form:

Camilo A. Soto

Camilo A. Soto  
Assistant City Attorney

Attest:

Rosemarie Call

Rosemarie Call  
City Clerk



I hereby certify that this is a true and correct copy of the original as it appears in the files of the City of Clearwater. Witness my hand and official seal of the City of Clearwater.

This 4 day of September 11

Rosemarie Call

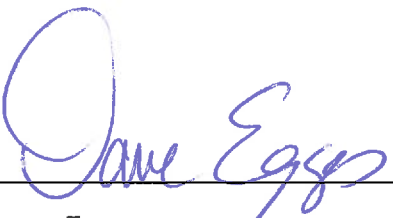
City Clerk

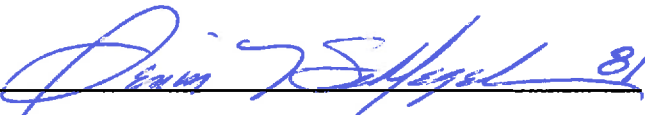
Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**CITY OF DUNEDIN**

**PINELLAS COUNTY, FLORIDA**

BY:   
Dave Eggers  
Mayor

ATTEST:  8/7/14  
Denise M. Schlegel  
City Clerk

(Seal)

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**CITY OF GULFPORT**  
**PINELLAS COUNTY, FLORIDA**

BY: *Thomas E. O'Rilly*

TITLE: *City Manager*

ATTEST: *Lucy Demuth*

TITLE: *City Clerk*  
(Seal)

Approved as to Form  
*[Signature]*  
Andrew Salzman, City Attorney

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

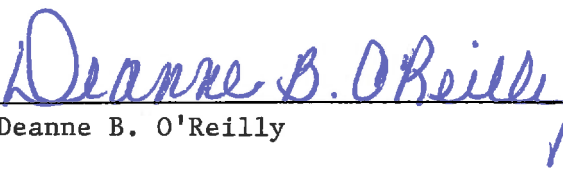
Signed, Sealed and Delivered in the presence of:

**CITY OF INDIAN ROCKS BEACH**

**PINELLAS COUNTY, FLORIDA**

BY:   
R.B. Johnson

TITLE: Mayor-Commissioner

ATTEST:   
Deanne B. O'Reilly

TITLE: City Clerk  
(Seal) R2014-60

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**TOWN OF INDIAN SHORES**

**PINELLAS COUNTY, FLORIDA**

BY:   
JAMES J. LAWRENCE

TITLE: MAYOR

ATTEST:   
ELAINE JACKSON, MMC

TITLE: TOWN CLERK  
(Seal)

**Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization**


Signed, Sealed and Delivered in the presence of:

**TOWN OF KENNETH CITY**

**PINELLAS COUNTY, FLORIDA**

BY: 

TITLE: Mayor

ATTEST: 

TITLE: Town Clerk

(Seal)

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**CITY OF LARGO**

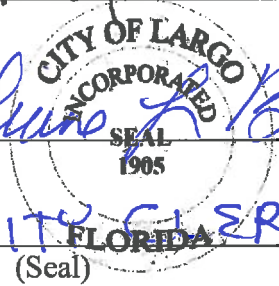
**PINELLAS COUNTY, FLORIDA**

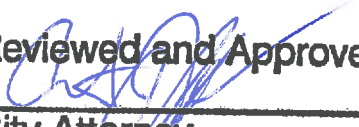
BY: 

TITLE: Mayor

ATTEST: 

TITLE: CITY CLERK  
(Seal)



Reviewed and Approved:  
  
City Attorney

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**CITY OF MADEIRA BEACH**

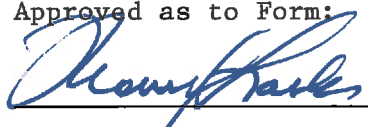
**PINELLAS COUNTY, FLORIDA**

BY:  \_\_\_\_\_

TITLE: Mayor \_\_\_\_\_

ATTEST:  \_\_\_\_\_

TITLE: City Clerk \_\_\_\_\_  
(Seal)

Approved as to Form:  
 \_\_\_\_\_  
Thomas Trask, City Attorney



# Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**TOWN OF NORTH REDINGTON BEACH**

**PINELLAS COUNTY, FLORIDA**

BY:  \_\_\_\_\_

TITLE: Mayor \_\_\_\_\_

ATTEST: \_\_\_\_\_

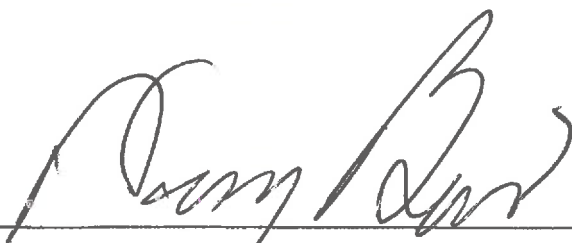
TITLE: \_\_\_\_\_  
(Seal)

**Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization**

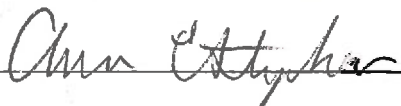
Signed, Sealed and Delivered in the presence of:

**CITY OF OLDSMAR**


**PINELLAS COUNTY, FLORIDA**

BY: 

TITLE: Mayor

ATTEST: 

TITLE: City Clerk  
(Seal)

*Approved as to form:  
*

**Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization**

Signed, Sealed and Delivered in the presence of:

**CITY OF PINELLAS PARK**

**PINELLAS COUNTY, FLORIDA**

BY: 

TITLE: Mayor, Sandra L. Bradbury

ATTEST: 

TITLE: City Clerk, Diane M. Corna  
(Seal)

**Approved as to form and correctness:**



FOR **City Attorney, James W. Denhardt**  
**City of Pinellas Park**

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**TOWN OF REDINGTON BEACH**

**PINELLAS COUNTY, FLORIDA**

BY:           *Gen A. [Signature]*          

TITLE:           *Mayor*          

ATTEST:           *Missy Clarke*          

TITLE:           *Town Clerk*            
(Seal)

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**TOWN OF REDINGTON SHORES**

**PINELLAS COUNTY, FLORIDA**

BY: *Ben Pulver*

TITLE: MAYOR

ATTEST: *Mary F Palma*

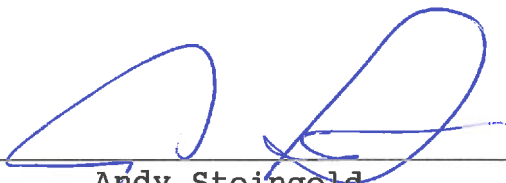
TITLE: TOWN CLERK  
(Seal)

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization


Signed, Sealed and Delivered in the presence of:

**CITY OF SAFETY HARBOR**

**PINELLAS COUNTY, FLORIDA**

BY:   
\_\_\_\_\_ **Andy Steingold**

TITLE: \_\_\_\_\_ **Mayor**

ATTEST:   
\_\_\_\_\_ **Karen Sammons**

TITLE: \_\_\_\_\_ **City Clerk**  
\_\_\_\_\_ **(Seal)**

**Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization**

Signed, Sealed and Delivered in the presence of:

**CITY OF ST PETE BEACH**

**PINELLAS COUNTY, FLORIDA**

BY: *John Lane*

TITLE: Mayor

ATTEST: *Rebecca O'Neale*

TITLE: City Clerk  
(Seal)

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**CITY OF ST. PETERSBURG**

**PINELLAS COUNTY, FLORIDA**

BY: 

TITLE: Mayor

ATTEST:   
Chandrahasa Srinivasa

TITLE: City Clerk  
(Seal)





Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**CITY OF SEMINOLE**

**PINELLAS COUNTY, FLORIDA**

BY: Juan F. Edmunds

TITLE: City Manager

ATTEST: Rose Benoit

TITLE: City Clerk  
(Seal)

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**CITY OF SOUTH PASADENA**

**PINELLAS COUNTY, FLORIDA**

BY: Don Calabu

TITLE: MAYOR

ATTEST: Carly Lewis

TITLE: CITY CLERK  
(Seal)

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**CITY OF TARPON SPRINGS**

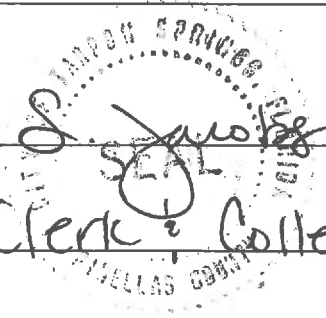
**PINELLAS COUNTY, FLORIDA**

BY: David O. Ache

TITLE: Mayor

ATTEST: Jane S. Jacobs

TITLE: City Clerk & Collector  
(Seal)



Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**CITY OF TREASURE ISLAND**

**PINELLAS COUNTY, FLORIDA**

BY: Robert Manning

TITLE: Mayor

ATTEST: Dawn Joss

TITLE: City Clerk  
(Seal)

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

BOARD OF COUNTY COMMISSIONERS

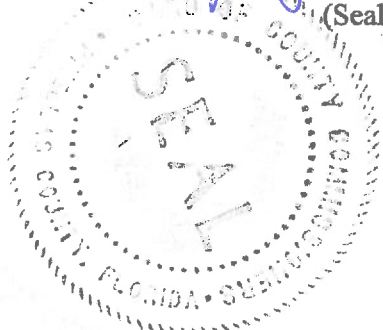
PINELLAS COUNTY, FLORIDA

BY: Karen Williams Seel

TITLE: Chairman, Pinellas County Commission

ATTEST: Norman D. Long

TITLE: Deputy Clerk for Ken Burke, Clerk  
(Seal)



APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By [Signature]  
Attorney

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**PINELLAS SUNCOAST TRANSIT AUTHORITY**  
**PINELLAS COUNTY, FLORIDA**

BY: Kenneth T. Will

TITLE: PSTA Chairperson

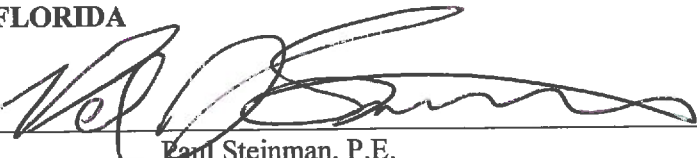
ATTEST: [Signature]

TITLE: PSTA CEO  
(Seal)

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization.

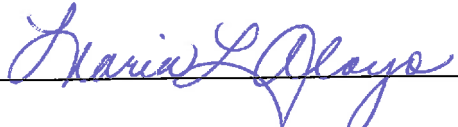
Signed, Sealed and delivered in the presence of:

**DISTRICT SEVEN  
FLORIDA DEPARTMENT OF TRANSPORTATION  
TAMPA, FLORIDA**

BY:   
Paul Steinman, P.E.

TITLE: District Seven Secretary

DATE: 10/15/14

ATTEST: 

TITLE: Executive Assistant

APPROVED AS TO LEGAL FORM AND SUFFICIENCY  
Florida Department of Transportation

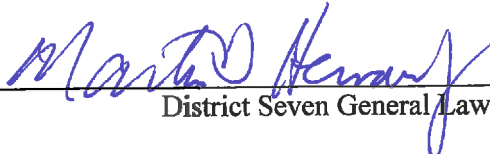
  
District Seven General Law Office

Exhibit A

Mayor Gary Katica  
Town of Belleair  
901 Ponce DeLeon Boulevard  
Belleair, FL 33756-1096

Mayor Rob Baldwin  
City of Belleair Beach  
444 Causeway Boulevard  
Belleair Beach, FL 33786-3399

Mayor Chris Arbutine  
City of Belleair Bluffs  
2747 Sunset Boulevard  
Belleair Bluffs, FL 33770-1978

Mayor Robert E. Schmidt, Jr.  
Town of Belleair Shore  
1460 Gulf Boulevard  
Belleair Shore, FL 33786-3351

Mayor George Cretekos  
City of Clearwater  
112 South Osceola Avenue  
Clearwater, FL 33756-5106

Mayor Dave Eggers  
City of Dunedin  
542 Main Street  
Dunedin, FL 34698

Mayor Samuel Henderson  
City of Gulfport  
2401 53<sup>rd</sup> Street South  
Gulfport, FL 33737

Mayor R.B. Johnson  
City of Indian Rocks Beach  
1507 Bay Palm Boulevard  
Indian Rocks Beach, FL 33785-2899

Mayor James Lawrence  
Town of Indian Shores  
19305 Gulf Boulevard  
Indian Shores, FL 33785-2257

Mayor Teresa Zemaitis  
Town of Kenneth City  
6000 54<sup>th</sup> Avenue North  
Kenneth City, FL 33709-3699

Mayor Pat Gerard  
City of Largo  
201 Highland Avenue NE  
Largo, FL 33770-2512

Mayor Travis Palladeno  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708-1916

Mayor William Queen  
Town of North Redington Beach  
190 173<sup>rd</sup> Avenue  
North Redington Beach, FL 33708-1397

Mayor Doug Bevis  
City Oldsmar  
100 State Street West  
Oldsmar, FL 34677-3655

Mayor Sandra Bradbury  
City of Pinellas Park  
5141 78<sup>th</sup> Avenue North  
Pinellas Park, FL 33781-2456

Mayor James "Nick" Simons  
Town of Redington Beach  
105 164<sup>th</sup> Avenue  
Redington Beach, FL 33708-1519

Mayor Bert Adams  
Town of Redington Shores  
17425 Gulf Boulevard  
Redington Shores, FL 33708-1299

Mayor Andy Steingold  
City of Safety Harbor  
750 Main Street  
Safety Harbor, FL 34695-3597

Mayor Maria Lowe  
City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, FL 33706-1701

Mayor Rick Kriseman  
City of St. Petersburg  
175 5<sup>th</sup> Street North  
St. Petersburg, FL 33701-3708

Mayor Leslie Waters  
City of Seminole  
9199 113<sup>th</sup> Street North  
Seminole, FL 33772-5226

Mayor Dan Calabria  
City of South Pasadena  
7047 Sunset Drive South  
South Pasadena, FL 33707-2895



Mayor David Archie  
City of Tarpon Springs  
324 Pine Street East  
Tarpon Springs, FL 34689-5004

Mayor Bob Minning  
City of Treasure Island  
120 108<sup>th</sup> Avenue  
Treasure Island, FL 33706-4702

Mr. Brad Miller, CEO  
Pinellas Suncoast Transit Authority  
3201 Scherer Drive  
St. Petersburg, FL 33716

Mr. Paul Steinman, District VII Secretary  
Florida Department of Transportation  
District VII  
11201 N. McKinley Drive, MS #7-100  
Tampa, FL 33612

Commissioner Karen Seel, Chairman  
Pinellas County  
Board of County Commissioners  
315 Court Street  
Clearwater, FL 33756-5165

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**CITY OF MADEIRA BEACH  
PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

**THIS AMENDMENT** (hereinafter "Amendment") is made and entered into by and between FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF PINELLAS; the CITIES OF BELLEAIR BEACH, BELLEAIR BLUFFS, CLEARWATER, DUNEDIN, GULFPORT, INDIAN ROCKS BEACH, LARGO, MADEIRA BEACH, OLDSMAR, PINELLAS PARK, SAFETY HARBOR, ST. PETE BEACH, ST. PETERSBURG, SEMINOLE, SOUTH PASADENA, TARPON SPRINGS, TREASURE ISLAND; the TOWNS OF BELLEAIR, BELLEAIR SHORE, INDIAN SHORES, KENNETH CITY, NORTH REDINGTON BEACH, REDINGTON BEACH, REDINGTON SHORES; and the PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA), collectively known as "the Parties."

**RECITALS**

**WHEREAS**, the Parties reaffirm the Interlocal Agreement dated October 15, 2014, except as amended herein; and

**WHEREAS**, § 134 Title 23 of the United States Code requires the designation of metropolitan planning organizations (hereinafter "MPO" or "MPOs") in urban areas, as defined by the United States Census Bureau; and

**WHEREAS**, § 339.175(4)(a), Fla. Stat., requires the Governor to review the composition of the Metropolitan Planning Organizations membership in conjunction with the decennial census; and

**WHEREAS**, § 134 of Title 23 of the United State Code sets forth membership requirements for MPOs designated for transportation management areas with a population of 200,000 or more residents; and

**WHEREAS**, on September 13, 2023, the governing board of Forward Pinellas, in its role as the Metropolitan Planning Organization, reviewed its voting composition and approved a resolution supporting the adoption of the MPO Membership Apportionment Plan (the "Apportionment Resolution") and determined that it was appropriate to expand the voting membership of the governing board; and

**WHEREAS**, the signatories to this Amendment desire to ratify and reaffirm the Apportionment Resolution as is fully set forth herein; and

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representation herein, the parties agree as follows:

**I. Recitals.** The forgoing recitals are true and correct.

**II. Interlocal Agreement.**

Article 4, Section 4.01 (a) of the Interlocal Agreement dated October 15, 2014, is amended to read as follows:

(a) The membership of the MPO shall consist of 19 voting members and one (1) non-voting advisor. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows: four (4) voting members representing the Pinellas County Board of County Commissioners, one of which must be from an At-Large District; four (4) voting members representing the City of St. Petersburg; two (2) voting members representing the City of Clearwater; one (1) voting member for each of the following cities: Pinellas Park, Dunedin, Clearwater, Largo and Tarpon Springs; one (1) rotating voting member representing the cities of Oldsmar and Safety Harbor; one (1) rotating voting member representing the cities of Belleair, Belleair Bluffs and Seminole; one (1) rotating voting member representing the cities Gulfport, South Pasadena and Kenneth City; one (1) rotating voting member representing the following communities which comprise the Barrier Islands Government Council (BIG-C) (excluding Clearwater): Belleair Beach, Indian Rocks Beach, Madeira Beach, St. Pete Beach, Treasure Island, Belleair Shore, Indian Shores, North Redington Beach, Redington Beach, Redington Shores; one (1) voting member representing the Pinellas Suncoast Transit Authority (PSTA); and one (1) non-voting advisor representing the Florida Department of Transportation.

Article 4, Section 4.01 (c) of the Interlocal Agreement dated October 15, 2014, is amended to read as follows:

(c) The voting membership of an MPO shall consist of not fewer than five or more than 25 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.

Article 4, Section 4.02 of the Interlocal Agreement dated October 15, 2014, is amended to read as follows:

Section 4.02. Terms. Except as provided for below, the term of office of members of the MPO shall be four years.

The term of office for the SAFETY HARBOR/OLDSMAR consortium of municipalities shall be three (3) years, on a rotating basis. The order of rotation will be Safety Harbor, Oldsmar. If a municipality decides to defer its term of appointment, the process will proceed to the next municipality in the order shown and the deferring municipality will go to the end of the rotational order. A municipality in a rotating seat may retain its seat beyond the normal three-year cycle if the other two municipalities in the rotation agree to not appoint a member to the board from their respective jurisdiction. Finally, if the appointed elected official is unable to complete their three-year term, that Municipal Commission or Council will appoint another elected official for the balance of the term.

The term of office for the BELLEAIR/BELLEAIR BLUFFS/SEMINOLE consortium of municipalities shall be three (3) years on a rotating basis. The order of rotation shall be, Belleair, Belleair Bluffs, and Seminole. If a municipality decides to defer its term of appointment, the process will proceed to the next municipality in the order shown and the deferring municipality will go to the end of the rotational order. A municipality in a rotating seat may retain its seat beyond the normal three-year cycle if the other two municipalities in the rotation agree to not appoint a member to the board from their respective jurisdiction. Finally, if the appointed elected official is unable to complete their three-year term, that Municipal Commission or Council will appoint another elected official for the balance of the term.

The term of office for the GULFPORT/SOUTH PASADENA/KENNETH CITY consortium of municipalities shall be three (3) years. The order of rotation shall be Gulfport, South Pasadena and Kenneth City. If a municipality decides to defer its term of appointment, the process will proceed to the next municipality in the order shown and the deferring municipality will go to the end of the rotational order. A municipality in a rotating seat may retain its seat beyond the normal three-year cycle if the other two municipalities in the rotation agree to not appoint a member to the board from their respective jurisdiction. Finally, if the appointed elected official is unable to complete their three-year term, that Municipal Commission or Council will appoint another elected official for the balance of the term.

The term of the rotating voting member representing the aforementioned BIG-C communities shall be two years, however, the appointed elected official may be reappointed for up to four successive two-year terms, for a maximum term of eight years. The BIG-C, by majority vote, shall recommend appointments from nominations of elected officials provided by individual member municipalities. The municipal government board on which the recommended elected official serves shall confirm the appointment and transmit the name of the appointee to the MPO. If the appointed elected official is unable to complete their two-year term for any reason, the same procedure used for the original appointment by the BIG-C and the appointing municipality shall be followed.

The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four-year terms.

- III. Severability.** The invalidity or unenforceability of any term or provision of this Amendment or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Amendment, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect but shall be construed as if such invalid, unenforceable, or non- applicable provisions were omitted.

- IV. Entire Agreement.** This Amendment represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.
- V. Rules of Construction.** Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.
- VI. Amendment Execution and Counterpart Signature Pages.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.
- VII. Effective Date.** This Amendment shall become effective upon its filing in the Pinellas County Office of the Clerk of the Circuit .. Any amendment hereto shall become effective only upon its filing in the Pinellas County Office of the Clerk of the Circuit Court.

**IN WITNESS WHEREOF**, the undersigned parties have caused this Amendment to the Interlocal Agreement dated October 15, 2014, to be duly executed on their behalf.

[Continued on following pages]

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**TOWN OF BELLEAIR**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**CITY OF BELLEAIR BEACH**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)



**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**CITY OF BELLEAIR BLUFFS**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**TOWN OF BELLEAIR SHORE  
PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**CITY OF CLEARWATER**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**CITY OF DUNEDIN**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**CITY OF GULFPORT**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**CITY OF INDIAN ROCKS BEACH**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**TOWN OF INDIAN SHORES**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**TOWN OF KENNETH CITY**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)



**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**CITY OF LARGO**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**CITY OF MADEIRA BEACH  
PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**TOWN OF NORTH REDINGTON BEACH**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**CITY OF OLDSMAR**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**CITY OF PINELLAS PARK**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**TOWN OF REDINGTON BEACH**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**TOWN OF REDINGTON SHORES**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**CITY OF SAFETY HARBOR**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)



**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**CITY OF ST. PETE BEACH  
PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**CITY OF ST. PETERSBURG**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**CITY OF SEMINOLE**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**CITY OF SOUTH PASADENA**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**CITY OF TARPON SPRINGS**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**CITY OF TREASURE ISLAND**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**BOARD OF COUNTY COMMISSIONERS**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**PINELLAS SUNCOAST TRANSIT AUTHORITY**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(seal)



**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE  
CREATION OF THE PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

**DISTRICT SEVEN**

**FLORIDA DEPARTMENT OF TRANSPORTATION**

**TAMPA, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# EXHIBIT A

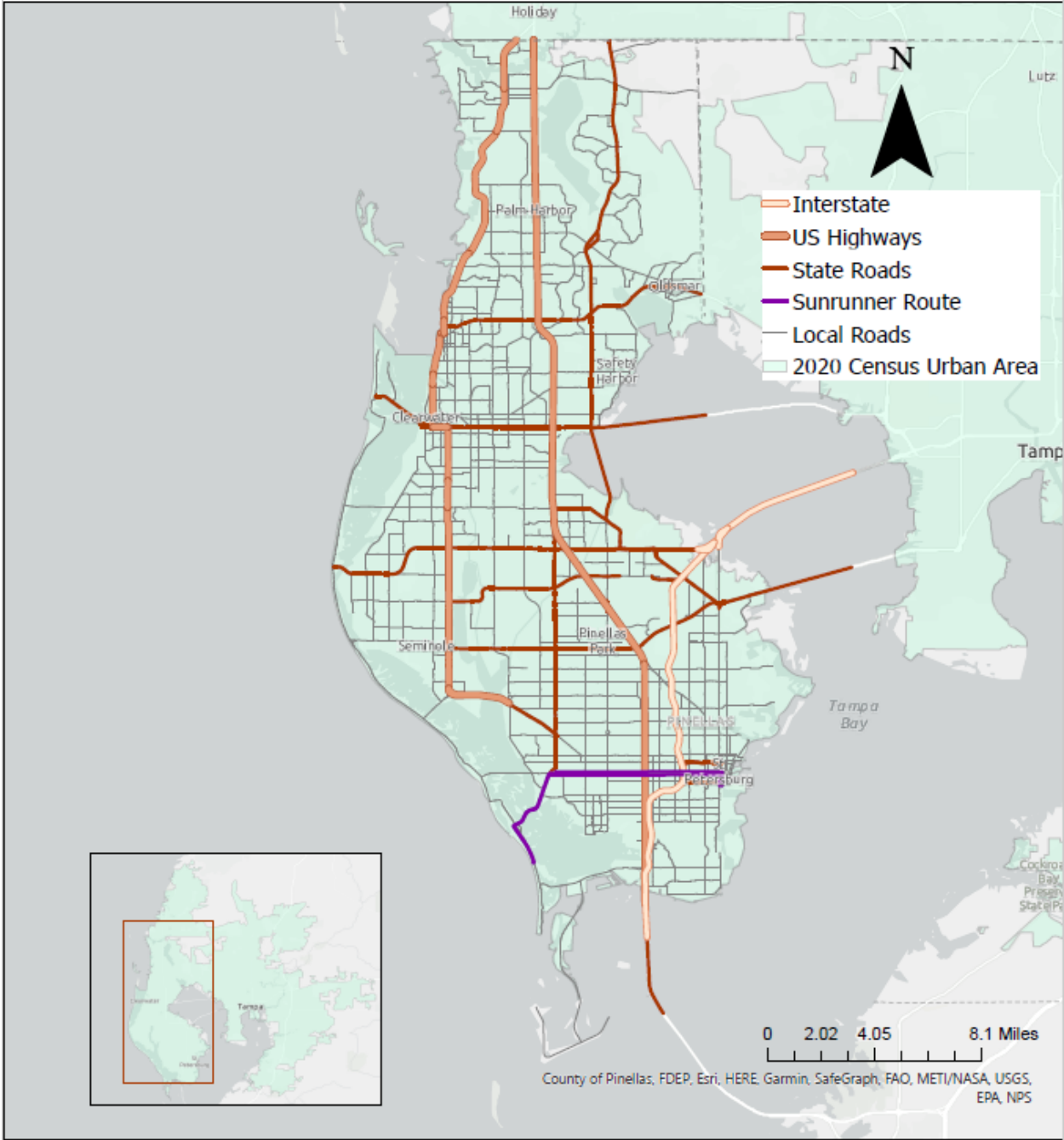
## PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO) MEMBERSHIP REAPPORTIONMENT PLAN

Approved by the Forward Pinellas Board on August 2, 2023

**Urban Area Boundary**

Pinellas County is located on the Gulf coast of central Florida. While comprised of 25 local government jurisdictions (24 municipalities and an unincorporated area) and approximately 280 square miles in size, Pinellas is geographically the second smallest county in Florida. According to the United States Bureau of the Census, the entire county is urbanized and with a 2020 population of 959,107 it is Florida’s most densely populated county. This is an increase from 916,542 in 2010, representing a 4.4% increase overall during the ten-year period.

**Figure 1: Forward Pinellas Urban Boundary**



**Table 1: Forward Pinellas 2010 and 2020 Population by Jurisdiction**

	<b>2010 Population</b>	<b>2020 Population</b>
Belleair	3,869	4,273
Belleair Beach	1,560	1,633
Belleair Bluffs	2,031	2,311
Belleair Shore	109	73
Clearwater	107,685	117,292
Dunedin	35,321	36,068
Gulfport	12,029	11,783
Indian Rocks Beach	4,113	3,673
Indian Shores	1,420	1,190
Kenneth City	4,980	5,047
Largo	77,648	82,485
Madeira Beach	4,263	3,895
North Redington Beach	1,417	1,495
Oldsmar	13,591	14,898
Pinellas Park	49,079	53,093
Redington Beach	1,427	1,376
Redington Shores	2,121	2,176
Safety Harbor	16,884	17,072
St. Pete Beach	9,346	8,879
St. Petersburg	244,769	258,308
Seminole	1,7233	19,364
South Pasadena	4,964	5,353
Tarpon Springs	23,484	25,117
Treasure Island	6,705	6,584
UNINCORPORATED	270,494	275,669
Total Population	916,542	959,107

Source: 2010 and 2020 Census

**Federal and State Law**

Federal law (Title 23 Code of Federal Regulations, Part 450) provides that a metropolitan planning organization shall be designated for each urbanized area with a population of more than 50,000 individuals. The Pinellas County Metropolitan Planning Organization (MPO) was created in 1977 pursuant to the provisions of federal rules and regulations and companion state laws. Chapter 339, Subsection 339.175(3)(a), F.S., provides that the voting membership of a metropolitan planning organization shall consist of not fewer than five or more than 25 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis, based on an agreement among the affected units of general-purpose local government and the Governor, as required by federal regulations.

The Governor, in accordance with 23 U.S.C. s.134, may provide for MPO members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area that do not have members on the MPO. With some exceptions, County Commission members shall comprise not less than one-third of the MPO membership. One exception is in metropolitan areas, wherein Section 339.175(3)(b), F.S., allows voting membership on the MPO for authorities or other agencies not under the jurisdiction of a general-purpose local government represented on the MPO, which have been created by law to perform transportation functions and are performing such functions. In Pinellas County, the Pinellas Suncoast Transit Authority (PSTA) is such an authority. Because the PSTA has membership on the MPO, the County Commission representation is reduced to at least 20% of the voting membership, as allowed by law. All voting members shall be elected officials of general-purpose local government.

Section 339.175(4) F.S., provides that the Governor, with the agreement of the affected units of general-purpose local government as required by federal rules and regulations, apportion the membership on the applicable MPO among the various governmental entities within the area.

**Current MPO Board Composition**

Presently, the MPO is comprised of 13 voting members, representing the 24 municipal governments, the Pinellas County Commission and PSTA. One municipal government seat is shared by three north county cities (Oldsmar, Safety Harbor, and Tarpon Springs), one seat is shared by the inland cities (Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole and South Pasadena) and one seat is shared by the beach communities (Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach Redington Shores, St. Pete Beach and Treasure Island). On the current board, the County Commission represents the unincorporated area of Pinellas. In addition, the District Seven Secretary for the Florida Department of Transportation, or a designee, serves as a non-voting technical advisor to the MPO.

**Proposed MPO Board Composition**

Consistent with the board action taken on August 2, 2023, the MPO proposes to reapportion its board membership by adding six additional seats, for a total of 19 board members. This reapportionment is proposed to reflect a desire by our local communities that share seats to have longer, and more frequent, opportunities to serve, while also re-balancing the weight of the votes for our jurisdictions following the 2020 Decennial Census. Our experience since 2014 is that two-year terms for rotating seats is insufficient for members to gain knowledge to be as effective as other members, and it also inhibits leadership opportunities on the board. Two additional seats for the City of St. Petersburg and one additional seat for the City of Clearwater are also being added to reflect the relative number of residents in those jurisdictions, a new seat is being created for the City of Tarpon Springs and an additional seat is being added for the Board of

County Commissioners (BCC) to ensure a minimum of 20% of the vote be retained for the BCC, per State Statute. To develop the Reapportionment Plan, population numbers from the 2020 Census were utilized.

The 10 beach communities located along Gulf Boulevard (referenced above), plus the City of Clearwater, formed a consortium in January 1990 called the Barrier Islands Government Council, Inc. (a.k.a. the BIG-C). By agreement of the consortium members in 2011, the following provisions for appointments have been established for the seat to be rotated among the municipalities:

- The appointed elected official will serve a two-year term.
- The appointed elected official may be reappointed for up to four successive two-year terms, for a maximum term of eight years.
- The BIG-C (excluding Clearwater), by majority vote, shall recommend appointments from nominations of elected officials provided by individual member municipalities.
- The municipal government board on which the recommended elected official serves shall confirm the appointment and transmit the name of the appointee to the MPO; and
- If the appointed elected official is unable to complete their two-year term for any reason, the same procedure used for the original appointment by the BIG-C and the appointing municipality shall be followed.

This Reapportionment Plan creates an additional seat for the six inland municipalities (Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena), providing more opportunities for those communities to have an opportunity to serve on the board.

One seat will be shared by Belleair, Belleair Bluffs, and Seminole. The following terms and rotational procedures for these alternating seats the members will share are as follows:

- The appointed elected official will serve a three-year term.
- The order of rotation will be Belleair, Belleair Bluffs, and Seminole.
- If a municipality decides to defer its term of appointment, the process will proceed to the next city in the order and the deferring city will go to the end of the rotational order.
- A municipality in a rotating seat may retain its seat beyond the normal 3-year cycle if the other two municipalities in the rotation agree to not appoint a member to the board from their respective jurisdiction.
- If the appointed elected official is unable to complete their three-year term, that municipality Commission/Council will appoint another elected official for the balance of the term.

One seat will be shared by Gulfport, Kenneth City and South Pasadena. The following terms and rotational procedures for these alternating seats the members will share are as follows:

- The appointed elected official will serve a three-year term.
- The order of rotation will be Gulfport, South Pasadena, Kenneth City.
- If a city decides to defer its term of appointment, the process will proceed to the next city in the order and the deferring city will go to the end of the rotational order.
- A municipality in a rotating seat may retain its seat beyond the normal 3-year cycle if the other two municipalities in the rotation agree to not appoint a member to the board from their respective jurisdiction.
- If the appointed elected official is unable to complete their three-year term, that City Commission/Council will appoint another elected official for the balance of the term.

One seat shall be shared by the municipalities of Oldsmar and Safety Harbor. The following terms and rotational procedures for these alternating seats the members will share are as follows:

- The appointed elected official will serve a three-year term.
- The order of rotation will be Oldsmar, Safety Harbor.
- If a city decides to defer its term of appointment, the process will proceed to the next city in the order and the deferring city will go to the end of the rotational order; and
- If the appointed elected official is unable to complete their three-year term, that City Commission/Council will appoint another elected official for the balance of the term.

Nonrotational seats will be apportioned as follows:

- Four seats for representatives from the Board of County Commissioners, one of which must be from an At-Large District
- Four seats for representatives from the City of St. Petersburg
- Two seats for representatives from the City of Clearwater
- One seat for a representative from the City of Largo
- One seat for a representative from the City of Pinellas Park
- One seat for a representative from the City of Dunedin
- One seat for a representative from the City of Tarpon Springs
- One seat for a representative from the Pinellas Suncoast Transit Authority

The District Seven Secretary for FDOT, or a designee, will continue to serve as a non-voting technical advisor to the MPO.

**Table 2: Forward Pinellas Apportionment Plan**

Jurisdiction	Number of Votes	Percent of Population	Percent of Vote
BCC	4	28.7%	21.1%
St. Pete	4	26.9%	21.1%
Clearwater	2	12.2%	10.5%
Largo	1	8.6%	5.3%
Pinellas Park	1	5.5%	5.3%
Beaches	1	3.2%	5.3%
Dunedin	1	3.8%	5.3%
Tarpon Springs	1	2.6%	5.3%
Oldsmar, Safety Harbor	1	3.4%	5.3%
Belleair, Belleair Bluffs, Seminole	1	2.7%	5.3%
Gulfport, Kenneth City, South Pasadena	1	2.3%	5.3%
PSTA	1	N/A	5.3%

**Membership**

All voting representatives shall be elected officials of general-purpose local governments, except, to the extent that the MPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the County, the city or authority shall first be selected by said governing board.



The voting membership of an MPO shall consist of not fewer than five or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.

In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

**Terms**

Unless otherwise outlined, the term of office of members of the MPO shall be four years and shall begin on January 1<sup>st</sup> of the calendar year, or as early as possible in the calendar year, depending upon election cycles, and concluding at the end of the calendar year. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member, or the BIG-C for the beach communities. A vacancy shall be filled by the original appointing entity for the duration of the term.

**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>
Monday, September 2, 2024	LABOR DAY – City Holiday	
Wednesday, September 11, 2024	BOC Special Meeting <i>(1<sup>st</sup> Reading &amp; PH – Approve FY 2025 Tentative Millage Rate Ordinance &amp; FY 2025 Tentative Budget Ordinance)</i>	5:45 p.m.
Wednesday, September 11, 2024	BOC Regular Meeting	6:00 p.m.
Monday, September 30, 2024	BOC Special Meeting <i>(2<sup>nd</sup> Reading &amp; PH – Adopt FY 2025 Millage Rate Ordinance &amp; FY 2025 Budget Ordinance)</i>	5:45 p.m.
Monday, September 30, 2024	BOC Regular Workshop Meeting	6:00 p.m.
Monday, October 14, 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	2:00 p.m.
Wednesday, November 13, 2024	BOC Regular Workshop Meeting <i>(date &amp; time changed due to Thanksgiving Holidays)</i>	4:00 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, <i>excluding weekends.</i> <i>(Mayor, Commissioner District 3, and Commissioner District 4) - March 11, 2025 – Municipal Election –</i> <i>BALLOT LANGUAGE DUE December 31, 2024)</i>	
Wednesday, December 11, 2024	BOC Regular Meeting	2:00 p.m.
Wednesday, December 11, 2024	BOC Regular Workshop Meeting) <i>(date changed due to Christmas and New Year’s holidays)</i>	4:00 p.m.
Tuesday, December 24, 2024	CHRISTMAS EVE – City Holiday	
Wednesday, December 25, 2024	CHRISTMAS DAY – City Holiday	
Tuesday, December 31, 2024	NEW YEAR’S EVE - City Holiday	
Wednesday, January 1, 2025	NEW YEAR’S DAY – City Holiday	

**CITY CLERK'S REPORT  
SEPTEMBER 2024**

September 2024 Board of Commissioners Meetings (Meeting dates and times are subject to change)

Commission Chambers, 300 Municipal Drive, Madeira Beach, FL 33708

- **Wednesday, September 11, 2024**      **BOC Special Meeting**      **5:45 p.m.**
- **Wednesday, September 11, 2024**      **BOC Regular Meeting**      **6:00 p.m.**
- **Monday, September 30, 2024**      **BOC Special Meeting**      **5:45 p.m.**
- **Monday, September 30, 2024**      **BOC Regular Workshop Meeting**      **6:00 p.m.**

**ATTACHMENTS:**

- **HISTORICAL DOCUMENTS - REFERENDUM ELECTION ON SEPTEMBER 9, 1980 - CITIZEN REFERENDUM REDUCING THE NUMBER OF LIVING UNITS IN R-3 ZONES AND REDUCING THE PERMITTED HEIGHT**

ORDINANCE NO. 585

AN ORDINANCE OF THE CITY OF MADEIRA BEACH,  
FLORIDA, REDUCING THE PERMITTED NUMBER OF  
LIVING UNITS IN R-3 ZONES AND REDUCING THE  
PERMITTED HEIGHT.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MADEIRA BEACH,  
FLORIDA, as follows:

Section 1. Delete present Schedule Two of Appendix A for  
R-3 Zone and replace with a new Schedule Two for R-3 Zone. The new  
Schedule Two for R-3 Zone is attached hereto and identified as Attach-  
ment No. 1.

Section 2. Delete item (4) from Schedule Two of Appendix  
A and replace it with a new item (4) to read "(4) The lot area per  
dwelling unit shall be: 4,000 square feet for single family  
6,000 square feet for duplex  
7,500 square feet for three-plex  
10,000 square feet for four-plex  
then 2,400 square feet for each dwelling  
unit in excess of the first four."

PASSED ON FIRST READING at a meeting of the Board of Commis-  
sioners of the City of Madeira Beach, Florida, held on the \_\_\_\_ day  
of \_\_\_\_\_, A.D., 1980.

PASSED ON SECOND READING AND PUBLIC HEARING on the \_\_\_\_ day  
of \_\_\_\_\_, A.D., 1980.

PASSED ON THIRD READING AND PUBLIC HEARING on the \_\_\_\_ day  
of \_\_\_\_\_, A.D., 1980.

  
MAYOR-COMMISSIONER

ATTEST:

  
CITY CLERK

NOTE: This Ordinance Failed first reading  
at a Regular Meeting of the Board of Commis-  
sioners held on the 24th day of June, 1980.

This Ordinance was submitted as a Referendum Election on September 9, 1980 which was  
approved this election.

SCHEDULE TWO  
 ZONING SCHEDULE OF LOT, YARD AND BULK REGULATIONS  
 CITY OF MADEIRA BEACH

DISTRICT	LOT				YARD			BULK	
	Area (Sq.Ft.)	Width (Ft.)	Depth (Ft.)	Area/D.U. (Sq.Ft.)	Front (Ft.)	Side Both/One (Ft.)	Rear (Ft.)	Height (Stories/Ft)	Coverage %
R-3									
Single Family, Duplex, Multi-Family	**	**	80	(4)	25	**	40*	**	40
Planned Unit Development	See footnote (5) for Planned Unit Development Regulations								
All Others	**	**	80	N/A	25	**	40*	**	40

See Section 6.45 Development Controls, R-3 Zone  
 Lots located in R-3 between Gulf Boulevard and vacated and existing Gulf lane except for those lots in Blocks 25, 26 & 27, Mitchell's Beach Subdivision, that are contiguous to gulf-front lots, must comply with Schedule Two for R-2 District unless used for parking only.

\* Lots fronting on Gulf of Mexico consult Pinellas County Coastal Construction Control Line data for gulf front setback information.

\*\* Lots 40' to 49' be allowed to construct single family or duplex with 10/5 side setback (2 $\frac{1}{2}$ /30) stories and height.  
 Lots 50' to 59' be allowed to construct single family or duplex with 15/7 side setback (2 $\frac{1}{2}$ /30) stories and height.  
 Lots 60' to 79' be allowed to construct single family, duplex or multi-family w/side setback 20/10 (3/40) stories and height.  
 Lots 80' to 119' multi-family with side setback 33 $\frac{1}{3}$ /10 (3/40) stories and height.  
 Lots 120' to 239' multi-family with side setback 33 $\frac{1}{3}$ /15 (3/40) stories and height.  
 Lots 240' up multi-family with side setback 33 $\frac{1}{3}$ /20 (3/40) stories and height.

ATTACHMENT NO. 1  
 SCHEDULE TWO  
 ZONING SCHEDULE OF LOT, YARD AND BULK REGULATIONS  
 CITY OF MADEIRA BEACH

DISTRICT	LOT				YARD			BULK	
	Area (Sq. Ft.)	Width (Ft.)	Depth (Ft.)	Area/D. U. (Sq. Ft.)	Front (Ft.)	Side Both/One (Ft.)	Rear (Ft.)	Height Stories/Ft	Coverage %
R-3 Single Family, Duplex, Multi-Family	**	**	80	(4)	25	**	40*	**	50
Planned Unit Development	See footnote (5) for Planned Unit Development Regulations								
All Others	**	**	80	N/A	25	**	40*	**	50

\* Lots fronting on Gulf of Mexico consult Pinellas County Coastal Construction Control Line data for gulf front setback information.

\*\* Lots 40' to 49' be allowed to construct single family or duplex with 10/5 side setback (2 1/2/30) stories and height.  
 Lots 50' to 59' be allowed to construct single family or duplex with 15/7 side setback (2 1/2/30) stories and height.  
 Lots 60' to 79' be allowed to construct single family, duplex or multi-family w/side setback 20/10 (3/40) stories and height.  
 Lots 80' to 119' multi-family with side setback 33%/10 (3/40) stories and height.  
 Lots 120' to 239 multi-family with side setback 33%/15 (3/40) stories and height.  
 Lots 240' up multi-family with side setback 33%/20 (3/40) stories and height.

SCHEDULE TWO  
 ZONING SCHEDULE OF LOT, YARD AND BULK REGULATIONS  
 CITY OF MADEIRA BEACH

Attachment Ordinance No. **585**  
 as amended 5/27/80

DISTRICT	LOT			YARD			BULK		
	Area (Sq.Ft.)	Width (Ft.)	Depth (Ft.)	Area/D.U. (Sq.Ft.)	Front (Ft.)	Side Both/One (Ft.)	Rear (Ft.)	Height Stories/Ft.	Coverage %
R-3									
Single Family, Duplex, Multi-Family	**	**	80	(4)	25	**	40*	**	40
Planned Unit Development	See footnote (5) for Planned Unit Development Regulations								
All Others	**	**	80	N/A	25	**	40*	**	40

See Section 6.45 Development Controls, R-3 Zone  
 Lots located in R-3 between Gulf Boulevard and vacated and existing Gulf Lane except for those lots in Blocks 25, 26 & 27, Mitchell's Beach Subdivision, that are contiguous to gulf-front lots, must comply with Schedule Two for R-2 District unless used for parking only.

\* Lots fronting on Gulf of Mexico consult Pinellas County Coastal Construction Control Line data for gulf front setback information.

- \*\* Lots 40' to 49' be allowed to construct single family or duplex with 10/5 side setback (2 2/3/30) stories and height.
- Lots 50' to 59' be allowed to construct single family or duplex with 15/7 side setback (2 2/3/30) stories and height.
- Lots 60' to 79' be allowed to construct single family, duplex or multi-family side setback 20/10 (3/40) stories and height.
- Lots 80' to 119' multi-family side setback 33%/10 (3/40) stories and height.
- Lots 120' to 239' multi-family side setback 33%/15 (3/40) stories and height.
- ~~Lots 200' to 239' multi-family side setback 33%/15 (3/40) stories and height.~~
- ~~Lots 240' up multi-family side setback 33%/20 (3/40) stories and height.~~

SCHEDULE TWO  
ZONING SCHEDULE OF LOT, YARD AND BULK REGULATIONS  
CITY OF MADEIRA BEACH

DISTRICT	LOT				YARD			BULK	
	MINIMUM				MINIMUM			MAXIMUM	
	Area (Sq.Ft.)	Width (Ft.)	Depth (Ft.)	Area/D.U. (Sq.Ft.)	Front (Ft.)	Side Both/One (Ft.)	Rear (Ft.)	Height (Stories/Ft.)	Coverage %
C-3	4,000	40	80	N/A	25'	20/10 **	10	3/40	60
C-4	4,000	40	80	N/A	25'	20/10 **	10	3/40	80
C-5	4,000	40	80	N/A	None *	None but 20/10 if provided	25	2/30	70

\* All properties located within the C-5 Zone abutting Gulf Blvd. (SR 699) be required to provide the same front setback as provided in C-3 District

Note: Setback may be on one side only with a minimum of 10 feet.

- \*\*Every lot or group of lots must provide a minimum 10 foot side setback (one side only). However, no building may be wider than 150' without providing a minimum of one 10 foot side setback or 10 foot clear passageway between groups of buildings.
- (1) See Section 6.60 for special requirements regarding townhouses.
  - (2) See Section 6.50 for special requirements regarding multi-family residential uses.
  - (3) Each interior unit shall have 3,000 square feet of lot area and each end unit shall have 3,500 square feet.
  - (4) The lot area per dwelling unit shall be:
    - 4,000 square feet for single family
    - 6,000 square feet for duplex
    - 7,500 square feet for three-plex
    - 10,000 square feet for four-plex
 then 2,400 square feet for each dwelling unit in excess of the first four
  - (5) See Section 6.50 for special requirements regarding planned unit developments.
  - (6) No building or structure shall be constructed within any zoning district of the City wider than 250 feet. Buildings or structures on or over contiguous properties must provide the same setbacks as if the buildings or structures were on separate lots.



SCHEDULE TWO  
ZONING SCHEDULE OF LOT, YARD AND BULK REGULATIONS  
CITY OF MADEIRA BEACH

DISTRICT	LOT				YARD			BULK	
	Area (Sq. Ft.)	Width (Ft.)	Depth (Ft.)	Area/D. U. (Sq. Ft.)	MINIMUM			Height (Stories/Ft.)	Coverage %
					Front (Ft.)	Side Both/One (Ft.)	Rear (Ft.)		
C-3	4,000	40	80	N/A	25'	20/10 **	10	3/40	60
C-4	4,000	40	80	N/A	25'	20/10 **	10	3/40	80
C-5	4,000	40	80	N/A	None *	20/10 if provided	25	2/30	70

\* All properties located within the C-5 Zone abutting Gulf Blvd. (SR 699) be required to provide the same front setback as provided in C-3 District

Note: Setback may be on one side only with a minimum of 10 feet.

- \*\*Every lot or group of lots must provide a minimum 10 foot side setback (one side only). However, no building may be wider than 150' without providing a minimum of one 10 foot side setback or 10 foot clear passageway between groups of buildings.
- (1) See Section 6.60 for special requirements regarding townhouses.
  - (2) See Section 6.50 for special requirements regarding multi-family residential uses.
  - (3) Each interior unit shall have 3,000 square feet of lot area and each end unit shall have 3,500 square feet.
  - (4) The lot area per dwelling unit shall be:
    - 4,000 square feet for single family
    - 6,000 square feet for duplex
    - 7,500 square feet for three-plex
    - 10,000 square feet for four-plex
 then 2,800 square feet for each dwelling unit in excess of the first four
  - (5) See Section 6.50 for special requirements regarding planned unit developments.
  - (6) No building or structure shall be constructed within any zoning district of the City wider than 250 feet. Buildings or structures on or over contiguous properties must provide the same setbacks as if the buildings or structures were on separate lots.

THE CITY OF MADEIRA BEACH, FLORIDA  
THE BOARD OF COMMISSIONERS

11:00 A.M.

MINUTES

September 10, 1980

Mayor Jacobsen called this Special Meeting to Order at 11:02 A.M.

ROLL CALL:	Vice-Mayor Marlin H. Eldred	Present
	Commissioner Raymond W. Hanke, Jr.	Present
	Commissioner Jo Ann Leverock	Present
	Commissioner J. Louie Hammond	Present
	Mayor J. Kenneth Jacobsen	Present

ALSO PRESENT:      Ralph W. Rawson, City Manager  
                          Donna R. Bender, City Clerk  
                          Saul Gitlin, Chairman, Civil Service Commission

PLEDGE OF ALLEGIANCE TO THE FLAG

80.47      Resolution No. 80.26 - Canvass Results of Initiative  
Referendum Election and Declare the Results.

Resolution No. 80.26 was read in its entirety by the City Manager.

MOTION by Hanke/Eldred

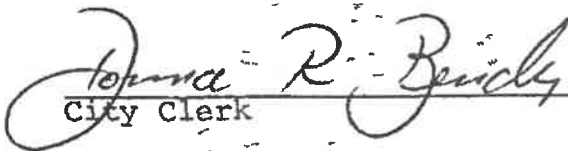
I move that Resolution No. 80.26 be adopted and signed by the Board of Commissioners and Attested to by the City Clerk.

A copy of this Resolution is attached hereto and made a part of these Minutes.

ROLL CALL on the Motion Carried Unanimously.

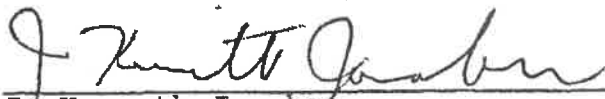
BEING NO FURTHER BUSINESS to come before the Canvass Board, Mayor Jacobsen declared the Special Meeting Adjourned at 11:09 A.M.

ATTEST:

  
 \_\_\_\_\_  
 City Clerk

Approved by the Board:

September 16, 1980

  
 \_\_\_\_\_  
 J. Kenneth Jacobsen  
 Mayor-Commissioner

THE CITY OF MADEIRA BEACH, FLORIDA  
PUBLIC NOTICE  
AND  
AGENDA

THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, WILL SIT AS A CANVASS BOARD TO CANVASS THE RESULTS OF THE REFERENDUM ELECTION AT 11:00 A.M., WEDNESDAY, SEPTEMBER 10, 1980, IN THE ASSEMBLY ROOM, CITY HALL, 300 MUNICIPAL DRIVE, MADEIRA BEACH.

THE AGENDA FOR THIS MEETING WILL BE AS FOLLOWS:

- A. MEETING CALLED TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE TO THE FLAG

ITEM No.

80.47      RESOLUTION No. 80.26 - CANVASS RESULTS OF INITIATIVE REFERENDUM ELECTION AND DECLARE THE RESULTS.

ADJOURNMENT

A RESOLUTION OF THE BOARD OF COMMISSIONERS,  
CITY OF MADEIRA BEACH, FLORIDA, SITTING AS  
A BOARD TO CANVASS THE VOTES CAST IN THE  
INITIATIVE REFERENDUM ELECTION HELD ON  
SEPTEMBER 9, 1980.

Item 15C.

WHEREAS, the Charter and Ordinances of the City of Madeira Beach, Florida, require the Board of Commissioners to sit as a Canvassing Board to canvass the votes and declare the results; and

WHEREAS, on September 9, 1980, an Initiative Referendum election was conducted at the Municipal Building, 300 Municipal Drive, Madeira Beach, for the purpose of voting "FOR" or "AGAINST" the adoption of Initiative proposed Ordinance No. 585; and

WHEREAS, the Supervisor of Elections, Pinellas County, has submitted the Election Result Sheet for Pinellas County Precinct No. 55 and a record of the Absentee Ballots cast, which sheets are attached hereto and made a part of this Resolution:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Madeira Beach, Florida, sitting as a Canvass Board that the votes cast at said Election in Precinct No. 55 are as follows:

PRECINCT NO. 55

The total number of Votes cast: 989 said votes cast as follows:

FOR ADOPTION OF ORDINANCE NO. 585 844

AGAINST ADOPTION OF ORDINANCE NO. 585 145

The total number of Absentee Ballots cast: 40 Voided 4

FOR ADOPTION OF ORDINANCE NO. 585 29

AGAINST ADOPTION OF ORDINANCE NO. 585 7

The Grand Total of all votes cast for Precinct No. 55 are as follows:

FOR ADOPTION OF ORDINANCE NO. 585 873

AGAINST ADOPTION OF ORDINANCE NO. 585 152

BE IT FURTHER RESOLVED that having accepted the attached Result Sheets we do hereby declare the Initiative Proposed Ordinance No. 585 is duly approved by the electors of the City of Madeira Beach.

BE IT FURTHER RESOLVED that this Ordinance No. 585, is adopted and will become law on Saturday, September 20, 1980.

BE IT FURTHER RESOLVED that a Certified copy of these election results will be forwarded to the Supervisor of Elections Office, Pinellas County.

The above and foregoing Resolution, upon Motion by Commissioner \_\_\_\_\_ and Seconded by Commissioner \_\_\_\_\_ was duly approved and adopted at the Canvassing Board Meeting of the Board of Commissioners held on the \_\_\_\_\_ day of September, A.D., 1980.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT OR ABSTAINING \_\_\_\_\_

\_\_\_\_\_  
J. Kenneth Jacobsen  
Mayor-Commissioner

\_\_\_\_\_  
Marlin H. Eldred, Vice-Mayor  
Commissioner, District No. 1

\_\_\_\_\_  
Raymond W. Hanke, Jr.  
Commissioner, District No. 2

\_\_\_\_\_  
Jo Ann Leverock  
Commissioner, District No. 3

\_\_\_\_\_  
J. Louie Hammond  
Commissioner, District No. 4

ATTEST:

\_\_\_\_\_  
Donna R. Bender  
City Clerk

CERTIFICATE OF ELECTION RESULTS

Item 15C.


I, the undersigned, CHARLES J. KANISS, Supervisor of Elections for Pinellas County, Florida, do hereby certify that on the question proposing the adoption of City of Madeira Beach Ordinance No. 585 held in conjunction with the First Primary Election on September 9, 1980, the number of votes cast was 989, of which 844 were cast For Adoption of Ordinance No. 585 and 145 were cast Against Adoption of Ordinance No. 585; the number of Absentee Ballots cast was 36, of which 29 were cast For Adoption of Ordinance No. 585 and 7 were cast Against Adoption of Ordinance No. 585.

Dated this 9th day of September, 1980, at Clearwater, Florida

(SEAL)



CHARLES J. KANISS  
Supervisor of Elections  
Pinellas County, Florida



Donna R. Bender, City Clerk  
City of Madeira Beach, Florida



MADEIRA BEACH

10-33 PM

PINELLAS COUNTY,  
CHARLES J.

PERCENT      COUNT

73.27      328

26.73      107

88.60      473

11.40      51

62.84      255

37.16      150

11.77      48

88.23      375

11.77      48

48.07      121

51.93      101

11.77      48

88.23      375

87.00      412

13.00      51

65.42      281

34.58      141

61.58      241

38.42      151

11.77      48

88.23      375

11.77      48

88.23      375

11.77      48

BETTER BUSINESS FORMS INC

1		
2		
3		
4		
5		COUNT
6	PRECINCTS COUNTED - TOTAL	1
7		
8	PRECINCTS COUNTED - REGULAR	1
9		
10	PRECINCTS COUNTED - CONG. DIST. 6	1
11		
12	PRECINCTS COUNTED - SENATE DIST 18-20	1
13		
14	PRECINCTS COUNTED - REP. DIST. 57-61	1
15		
16	REGISTERED VOTERS - DEM.	1,453
17		
18	REGISTERED VOTERS - REP.	1,349
19		
20	REGISTERED VOTERS - N.P.	256
21		
22	REGISTERED VOTERS - TOTAL	3,058
23		
24	BALLOTS CAST - DEM	459
25		
26	BALLOTS CAST - REP	524
27		
28	BALLOTS CAST - N.P.	33
29		
30	BALLOTS CAST - TOTAL	1,016
31		
32	BALLOTS CAST - REGULAR	1,016
33		
34	BALLOTS CAST - CONG. DIST. 6	1,016
35		
36	BALLOTS CAST - SENATE DIST 18-20	1,016
37		
38	BALLOTS CAST - REP. DIST. 57-61	1,016
39		
40	UNITED STATES SENATOR - REP	
41	PAULA HAWKINS	320
42	LOU FREY, JR.	62
43	JOHN T. WARE	49
44	ANDER CRENSHAW	37
45	ELLIS RUBIN	15
46	LEWIS DINKINS	14
47		
48	STATE SENATOR DIST 19 - REP	
49	GERALD S. (JERRY) REHM	295
50	RICHARD J. "DICK" DEEB	188
51		
52	HOUSE OF REP. DIST 58 - REP	
53	GEORGE F. HIEBER, II	306
54	CEDAR HAMES	148
55		
56		
57		

TION

DAY SEPTEMBER 9, 1980  
ISOR OF ELECTIONS

	COUNT	PERCENT.	
HOUSE OF REP. DIST 59 - REP			6
BOB MELBY	336	75.85	7
LOU KIRSCHBAUM	107	24.15	8
HOUSE OF REP. DIST 60 - REP			9
T. M. "TOM" WOODRUFF	274	58.80	10
GAIL HALLAS	192	41.20	11
HOUSE OF REP. DIST 61 - REP			12
DOROTHY EATON SAMPLE	226	46.60	13
CARL E. MEISNER	203	41.86	14
JOANNE C. FLORIN	56	11.55	15
CLERK OF CIRCUIT COURT - REP			16
KARLEEN F. DE BLAKER	232	50.99	17
ARMAND "SANDY" BURKE	223	49.01	18
SHERIFF - REP			19
GERARD A "GERRY" COLEMAN	351	76.64	20
DAVID F. SHIPHORST JR.	107	23.36	21
BOARD COUNTY COMM. DIST 5 - REP			22
BARBARA SHEEN TODD	234	50.11	23
RICHARD "DICK" MARTIN	181	38.76	24
ROOSEVELT K. JONES	52	11.13	25
SCHOOL BOARD DISTRICT 1 - REP			26
CLAIRE H. SULLIVAN	249	53.78	27
BERT BLOMQUIST	214	46.22	28
SCHOOL BOARD DISTRICT 3 - REP			29
NORMA S. MIDDLECAMP	157	34.28	30
JOHN R. ESPEY	154	33.62	31
RON WALKER	147	32.10	32
UNITED STATES SENATOR - DEM			33
BILL GUNTER	134	30.95	34
BUDDY MAC KAY	123	28.41	35
RICHARD (DICK) STONE	92	21.25	36
RICHARD A. PETTIGREW	68	15.70	37
JAMES L. (JIM) MILLER	8	1.85	38
JOHN BRINDLEY COFFEY	8	1.85	39
BOARD COUNTY COMM. DIST 1 - DEM			40
GABE CAZARES	222	54.28	41
GARETH WHITEHURST	123	30.07	42
RANDOLPH "RANDY" HEINE	64	15.65	43
CIRCUIT JUDGE 6TH CIRCUIT GP.2			44
GERARD J. O'BRIEN, JR.	488	57.62	45
CHARLES W. BURKE	359	42.38	46



MADEIRA BEACH

10-33 PM

PRIMARY E

PINELLAS COUNTY, FLORIDA T  
CHARLES J. KANISS SUP.

COUNTY COURT JUDGE GROUP 1

COUNT PERCENT

7	RICHARD LUCE	291	34.77
8	RICHARD T. LEAVENGOOD	187	22.34
9	BOB MC AULEY	166	19.83
10	G. R. MC CLELLAND	108	12.90
11	BRANDT C. DOWNEY III	85	10.16

13	MADEIRA BEACH PROP. ORD. 585		
14	FOR ADOPTION	844	85.34
15	AGAINST ADOPTION	145	14.66

BETTER BUSINESS FORMS INC



**CURRENT RATES**  
 6 Month Money Market 11.12%  
 \$10,000 minimum  
 30 Month Certificates 11.05%  
 \$500 minimum  
 Substantial penalty for early withdrawal.  
**FIRST GULF BEACH**  
**BANK AND TRUST CO.**  
 Member FDIC

# GULF BEACH Evening Independent

Thursday, September 18, 1980

Thursday, September 18, 1980

OPINIONS

## our view

### Power To The People

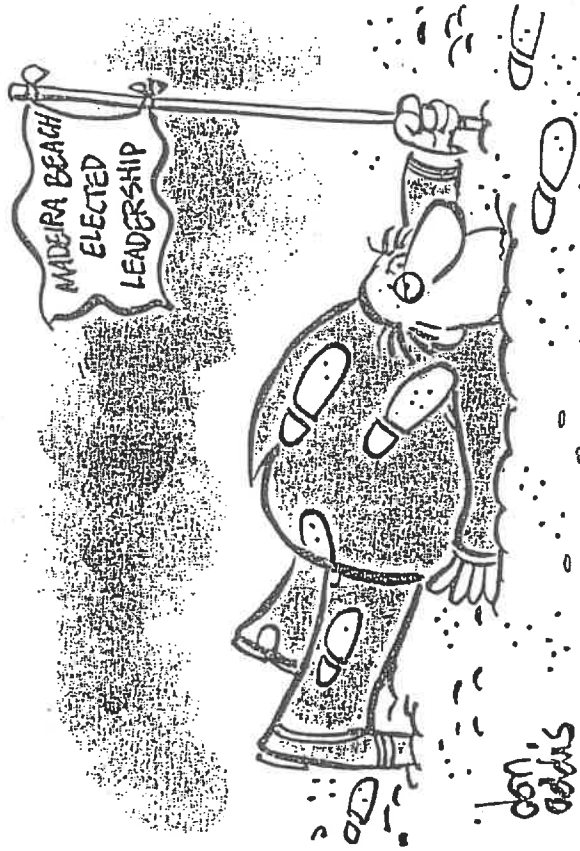
**ISSUE: Voters' initiative in Madeira Beach.**

There was a great experiment in popular government in Madeira Beach last week. It went well.

By the force of their convictions, residents of that city took direct control of their government and imposed development limits on property along the Gulf of Mexico. In effect, they told the City Commission this was one decision they would make for themselves.

In many ways, it is a throwback to the old town meeting form of government, where everyone gathered regularly, usually in a church, to discuss the town's business and decide how to proceed. It was a reminder to elected officials that the real power of government is in the hands of the people who elect them.

In Madeira Beach, it appeared the City Commission couldn't make up its mind what it wanted to do about development along the beach. There was confusion and indecision about how tall the buildings should be and how many units they should contain. Meanwhile, the



developers continued to tear down the small beach cottages and replace them with concrete and steel, creating a wall between most beach residents and their sandy beach.

And so the residents acted on their own. Going door-to-door, they collected enough signatures to force the commission to put a rezoning ordinance on the ballot. By an 873-152 margin, they then voted to do what the commission itself seemed unwilling to do — they limited growth along the beach to 18 units per acre and a height of three stories.

The character of Madeira Beach already has been changed by the building

boom of the past two years. It no longer is the small, sleepy, neighborly village of clapboard houses and mom and pop motels and grocery stores. It now has large apartment buildings and condominiums, and the small businesses are being torn down to make way for more.

But the residents of the town have said there shall be a limit to such growth. And they did it in an orderly and logical way, taking advantage of provisions in their city charter to turn their wishes into law.

In some countries, it would have taken a revolution to accomplish that.

## your view

### Residents Need To Be Ever-Wary

Editor:

Now that the primary has come and gone... the passage of Ordinance 585 by Madeira Beach voters limiting the construction of condos to three stories is being enjoyed by the residents who are tired of walls of concrete. But may I please use your media to express a warning to the people of Madeira Beach?

Do not be smug or complacent over your victory at the polls, but keep an ever-watchful eye on your City Commission because it has an insane way of getting around or removing any ordinance it dislikes.

I would bet my eyes that in a very few years you will see the ordinance disregarded and condos rising on the Intracoastal Waterway of Madeira Beach, and they'll be higher than three stories!

I have been fighting these condos since October 1978, but then-mayor (Raymond) Hanke told me at a public commission meeting that the city could not tell anyone what they could build on their property.

I have my home up for sale and I pray to God every day that I'll be long-gone from Madeira Beach before it becomes completely walled in.

BETTY BIGNESS  
 Madeira Beach

Evening Independent  
 The People Paper

STATE OF FLORIDA  
COUNTY OF PINELLAS

CERTIFICATE

I THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THE PETITIONS FILED IN MY OFFICE ON MAY 8, 1980 AND DELIVERED TO THE SUPERVISOR OF ELECTIONS OFFICE OF PINELLAS COUNTY FOR SIGNATURE VERIFICATION HAVE BEEN CERTIFIED BY THE SUPERVISOR OF ELECTIONS OFFICE HAS HAVING 725 SIGNATURES OF REGISTERED VOTERS IN THE CITY OF MADEIRA BEACH. THIS PETITION OF THE INITIATIVE COMMITTEE IS HEREBY CERTIFIED TO BE SUFFICIENT.

*Donna R. Bender*  
DONNA R. BENDER  
CITY CLERK  
CITY OF MADEIRA BEACH  
6/10/80

SWORN TO AND SUBSCRIBED BEFORE ME THIS 10th DAY OF JUNE, 1980.

*Thelma Steele*

Notary Public, State of Florida at Large.  
My Commission Expires FEB. 3, 1984

CERTIFICATE OF ELECTION RESULTS

I, the undersigned, CHARLES J. KANISS, Supervisor of Elections for Pinellas County, Florida, do hereby certify that on the question proposing the adoption of City of Madeira Beach Ordinance No. 585 held in conjunction with the First Primary Election on September 9, 1980, the number of votes cast was 989, of which 844 were cast For Adoption of Ordinance No. 585 and 145 were cast Against Adoption of Ordinance No. 585; the number of Absentee Ballots cast was 36, of which 29 were cast For Adoption of Ordinance No. 585 and 7 were cast Against Adoption of Ordinance No. 585.

Dated this 9th day of September, 1980, at Clearwater, Florida.

(SEAL)

*Charles Kaniss*  
 CHARLES J. KANISS  
 Supervisor of Elections  
 Pinellas County, Florida

*Donna R. Bender*  
 Donna R. Bender, City Clerk  
 City of Madeira Beach, Florida

10A

**OFFICIAL BALLOT  
CITY OF MADEIRA BEACH  
SPECIAL REFERENDUM**

**Pinellas County, Florida — September 9, 1980**

**PROPOSED ORDINANCE NO. 585**

Proposing the adoption of Ordinance No. 585 which would restrict building heights to three (3) stories and would reduce density from 24 living units per acre to 18 living units per acre in the R-3 Zones, Medium Density classification, within the City of Madeira Beach.

**FOR ADOPTION OF ORDINANCE NO. 585      181 →**

**AGAINST ADOPTION OF ORDINANCE NO. 585      182 →**

CITIZENS' INITIATIVE COMMITTEE FOR ORDINANCE NO. 585

Initiative Petition

A proposal to reduce density in the R-3 zone of Madeira Beach (Ordinance No. 585) which failed to pass the Board of Commissioners, is being referred to the voters as the result of an Initiative Petition signed by more than 25% of the registered voters (750) of this city.

Proposed Ordinance No. 585, if passed by citizens vote, will change the present Zoning Code for R-3 districts (Medium Density Residential) as follows:

Building Height Limitation  
Maximum Allowed

<u>Present Zoning</u>	<u>Proposed Ord. No. 585</u>
Variable, depending upon width of lot, from 2½ stories and 30 feet to 7 stories and 80 feet.	Variable, depending upon width of lot, from 2½ stories and 30 feet to 3 stories and 40 feet.

Required Lot Area Per Dwelling Unit

<u>Present Zoning</u>	<u>Proposed Ord. No. 585</u>
4,000 sq. ft. for Single Family	4,000 sq. ft. for Single Family
6,000 sq. ft. for Duplex	6,000 sq. ft. for Duplex
7,500 sq. ft. for Triplex	7,500 sq. ft. for Triplex
10,000 sq. ft. for Four Flex	10,000 sq. ft. for Four Flex
Then 1,600 sq. ft. for each dwelling unit in excess of four (approx. 24 units/acre)	Then 2,350 sq. ft. for each dwelling unit in excess of four (approx. 18 units/acre)

The R-3 zone in Madeira Beach is west of Gulf Boulevard from John's Pass to 155th Avenue and the property occupied by the trailer park south of 150th Ave.

This Ordinance will appear on the First Primary Election Ballot.

Time: TUESDAY, SEPTEMBER 9, 1980 7:00 A.M. to 7:00 P.M.

Place: Madeira Beach City Hall (Precinct 55)

The ballot will read as follows:

PROPOSED ORDINANCE NO. 585

Proposing the adoption of Ordinance No. 585 which would restrict building heights to three (3) stories and would reduce density from 24 living units per acre to 18 living units per acre in the R-3 zones, Medium Density Classification, within the City of Madeira Beach

FOR ADOPTION OF ORDINANCE NO. 585	181 →
AGAINST ADOPTION OF ORDINANCE NO. 585	182 →

For a ride to the polls you can call this phone number: 391-4294

CITIZENS' INITIATIVE COMMITTEE

*Ann Curry*  
Ann Curry, Chairman  
Phone: 391-4294

**DOWN  
WITH  
DENSITY!**

**VOTE  
"FOR"  
ORD.  
585  
!**

**SEPT. 9**

**THIS  
TUESDAY!**

### STATEMENT OF ORGANIZATION OF POLITICAL COMMITTEE

Supporting or Opposing any Candidate, Issue, or Political Party  
and which Accepts Contributions or Makes Expenditures During a  
Calendar Year in An Aggregate Amount in Excess of \$100.

(Section 106.03, Florida Statutes)

1. Full Name of Committee <b>R-3 Zone Citizens Initiative Committee</b>		Date <b>6 / 6 / 80</b>
Mailing Address (If Post Office Box or Drawer, Please Add Street Address) <b>Chairman, Ann P. Curry, 637 Normandy Road</b>		Telephone <b>813 / 391-4294</b>
City <b>Madeira Beach</b>	County <b>Pinellas</b>	Zip Code <b>33708</b>

2. Affiliated or Connected Organizations (Includes Other Committees of Continuous Existence and Political Committees)

Name of Affiliated or Connected Organization	Mailing Address	Relationship
None		

3. Area, Scope and Jurisdiction of the Committee

In accordance with City of Madeira Beach Charter, Article XIII, Sections 13.1 through 13.7, Titled Initiative and Referndum. To circulate a Petition to the electors of the City of Madeira Beach for a proposed Initiative Ordinance to be submitted to the Board of Commissioners for their consideration. If this Ordinance is not adopted by the Board of Commissioners to place same before the electors in the form of a referendum election.

4. Identify by Name, Address and Position, the Custodian of Books and Accounts

Full Name	Mailing Address	Committee Title or Position
Ann P. Curry, Chairman	637 Normandy Road, Madeira Beach, Fla	Petitioner's Committee
Michael A. Doyle	601 S. Bayshore Dr. " "	" "
Lynne Vickery	343 Rex Place " "	" "
Russell Page Proffitt	14011 E. Parsley Dr. " "	" "
Laurie J. Mecko	14170 N. Bayshore Dr. " "	" "

5. List by Name, Address and Position, other Principal Officers, Including Officers and Members of the Finance Committee, If Any:

Full Name	Mailing Address	Committee Title or Position
None		



APPOINTMENT OF CAMPAIGN TREASURER AND DESIGNATION OF CAMPAIGN DEPOSITORY FOR POLITICAL COMMITTEE

(Section 106.021(1), Florida Statutes)

1. Committee Name: Citizens Initiative Committee; 2. Mailing Address: 637 Normandy Road; 3. City: Madeira Beach; 4. County: Pinellas; 5. State: Fla.; 6. Zip Code: 33708

This is to Certify that the following person has been appointed to serve as Campaign Treasurer for the above named Committee.

7. Name (typed): Laurie J. Mecko; 8. Street Address: 14170 N. Bayshore Dr.; 9. Telephone: 391-7039; 10. City: Madeira Beach; 11. County: Pinellas; 12. State: Fla.; 13. Zip Code: 33708

The following bank has been designated as the Primary Depository.

14. Bank Name: Gulf Coast Bank; 15. Street Address: 14805 Gulf Boulevard; 16. City: Madeira Beach; 17. County: Pinellas; 18. State: Fla.; 19. Zip Code: 33708

I will notify you of any additions or changes to these appointments.

20. Typed Name of Chairman: Ann P. Curry; 21. Signature of Chairman: [Handwritten Signature]

Sworn and Subscribed before me this 6th day of June

19 80 at Madeira Beach, Pinellas County, Florida

Notary Public, State of Florida at Large.

My commission expires FEB. 11, 1981

(s:ai)

[Handwritten Signature] Notary Public

Campaign Treasurer's Acceptance of Appointment

I, Laurie J. Mecko, do hereby accept the appointment as Campaign Treasurer for the Citizens Initiative Committee. As a duly registered voter in Pinellas County, Florida, I am qualified to accept this appointment.

June 6, 1980 Date

[Handwritten Signature] Signature of Campaign Treasurer

6. List by Name, Address, Office Sought, and Party Affiliation each Candidate or Other Individual that this Committee is Supporting.

Full Name	Mailing Address	Office Sought	Party
None			

7. List Any Issues this Committee is Supporting: The issue being supported is the lowering of height restrictions and lowering of density controls in the R-3 Zone of the City of Madeira Beach.  
 List Any Issues this Committee is Opposing: Present Density regulations of R-3 Zones.

8. If this Committee is Supporting the Entire Ticket of a Party, Give Name of Party: No

9. Is This a Continuing Committee?  Yes  No

10. In the Event of Dissolution, What Disposition Will Be Made of Residual Funds? If a loan to account return to loaner  
 If contributions returned pro-rata to contributors.

11. List all Banks, Safety Deposit Boxes, or other Depositories used for Committee Funds:

Name of Bank or Depository and Account Number	Mailing Address
If account opened  Gulf Coast Bank	14805 Gulf Boulevard Madeira Beach, Florida 33708

12. List all Reports Required to be Filed by this Committee with Federal Officials and the Names, Addresses, and Positions of Such Officials, if any:

Report Title	Dates Required To Be Filed	Name and Position of Official	Mailing Address
None			

State of Florida \_\_\_\_\_ Pinellas \_\_\_\_\_ County

I, Ann P. Curry, being duly sworn, depose (affirm) and say that the information in this Statement of Organization is complete, true, and correct.

Ann P. Curry  
 (Signature of Chairman of Political Committee)

Subscribed and sworn to (affirmed) before me this 6th day of June,

A.D., 19 80.

Danna R. Berdy  
 Notary Public  
 Notary Public, State of Florida at Large

My Commission Expires FEB. 11, 1991

(seal)

**CURRENT RATES**  
 6 Month Money Market 11.12%  
 \$10,000 minimum  
 30 Month Certificates 11.05%  
 \$500 minimum  
 Substantial penalty for early withdrawal.  
**FIRST GULF BEACH**  
**BANK AND TRUST CO.**  
 Member FDIC

# GULF BEACH Evening Independent

Thursday, September 18, 1980

Thursday, September 18, 1980

OPINIONS

## our view

### Power To The People

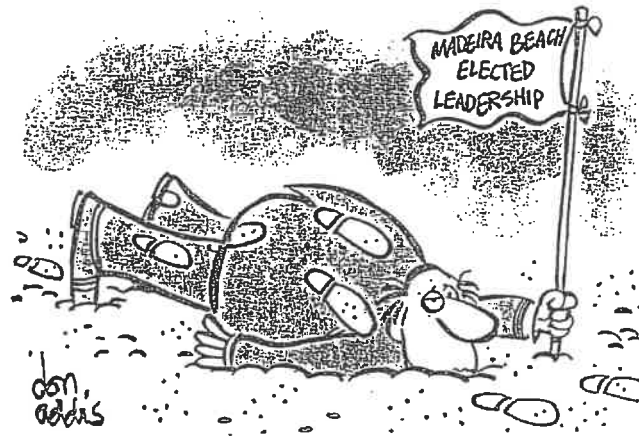
**ISSUE: Voters' initiative in Madeira Beach.**

There was a great experiment in popular government in Madeira Beach last week. It went well.

By the force of their convictions, residents of that city took direct control of their government and imposed development limits on property along the Gulf of Mexico. In effect, they told the City Commission this was one decision they would make for themselves.

In many ways, it is a throwback to the old town meeting form of government, where everyone gathered regularly, usually in a church, to discuss the town's business and decide how to proceed. It was a reminder to elected officials that the real power of government is in the hands of the people who elect them.

In Madeira Beach, it appeared the City Commission couldn't make up its mind what it wanted to do about development along the beach. There was confusion and indecision about how tall the buildings should be and how many units they should contain. Meanwhile, the



developers continued to tear down the small beach cottages and replace them with concrete and steel, creating a wall between most beach residents and their sandy beach.

And so the residents acted on their own. Going door-to-door, they collected enough signatures to force the commission to put a rezoning ordinance on the ballot. By an 873-152 margin, they then voted to do what the commission itself seemed unwilling to do — they limited growth along the beach to 18 units per acre and a height of three stories.

The character of Madeira Beach already has been changed by the building

boom of the past two years. It no longer is the small, sleepy, neighborly village of clapboard houses and mom and pop motels and grocery stores. It now has large apartment buildings and condominiums, and the small businesses are being torn down to make way for more.

But the residents of the town have said there shall be a limit to such growth. And they did it in an orderly and logical way, taking advantage of provisions in their city charter to turn their wishes into law.

In some countries, it would have taken a revolution to accomplish that.

## your view

### Residents Need To Be Ever-Wary

Editor:

Now that the primary has come and gone... the passage of Ordinance 585 by Madeira Beach voters limiting the construction of condos to three stories is being enjoyed by the residents who are tired of walls of concrete. But may I please use your media to express a warning to the people of Madeira Beach?

Do not be smug or complacent over your victory at the polls, but keep an ever-watchful eye on your City Commission because it has an insane way of getting around or removing any ordinance it dislikes.

I would bet my eyes that in a very few years you will see the ordinance disregarded and condos rising on the Intracoastal Waterway of Madeira Beach, and they'll be higher than three stories!

I have been fighting these condos since October 1978, but then-mayor (Raymond) Hanke told me at a public commission meeting that the city could not tell anyone what they could build on their property.

I have my home up for sale and I pray to God every day that I'll be long-gone from Madeira Beach before it becomes completely walled in.

BETTY BIGNESS  
 Madeira Beach

Evening Independent  
 The People Paper