

**BOARD OF COMMISSIONERS  
REGULAR MEETING AGENDA PACKET  
TUESDAY, JULY 26, 2011  
7:00 P.M.**

**THE CITY OF MADEIRA BEACH, FLORIDA**  
**PUBLIC NOTICE**  
**BOARD OF COMMISSIONERS REGULAR MEETING**

The Board of Commissioners of the City of Madeira Beach, Florida will meet at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below.

**7:00 P.M.**

**TUESDAY, JULY 26, 2011**

**AUDITORIUM**

---

**CALL TO ORDER**

**INVOCATION AND PLEDGE OF ALLEGIANCE:** Commissioner Terry Lister

**ROLL CALL**

**INTRODUCTIONS AND PRESENTATIONS:** None

**1. REPORTS:**

- Mayor and Commissioners
- City Attorney
- City Manager

**2. COMMUNITY FORUM** This section is reserved for public participation with the Commission and/or staff on matters of concern pertaining to City business; and which are not on the agenda. Citizen's input is limited to five minutes.

**3. CONSIDER APPROVAL OF THE MINUTES** – Tuesday, May 31, 2011 Special Meeting Minutes and the Wednesday, July 13, 2011 Workshop Minutes

**4. UNFINISHED BUSINESS:**

a. **CONSIDER A SECOND AND FINAL READING OF ORDINANCE NO. 2011-01:**

**AN ORDINANCE GRANTING TO FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC. A NON-EXCLUSIVE ELECTRIC UTILITY RIGHT OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS-OF-WAY IN THE CITY OF MADEIRA BEACH, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

b. **CONSIDER APPROVAL OF RESOLUTION NO. 2011-01:**

**A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, PROVIDING FOR A PROPOSED MILLAGE RATE FOR AD VALOREM TAX REVENUE FOR FISCAL YEAR 2011-2012 AT A RATE NOT TO EXCEED 1.7954 MILLS OR \$1.7954 PER \$1,000 OF ASSESSED PROPERTY VALUE; PROVIDING FOR PUBLIC HEARING DATES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**5. NEW BUSINESS:**

a. **CONSIDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR LAW ENFORCEMENT SERVICES WITH THE PINELLAS COUNTY SHERIFF'S OFFICE, IN THE AMOUNT OF \$935,104.31 FOR FISCAL YEAR 2011-2012.**

b. **CONSIDER APPOINTING A VOTING DELEGATE TO THE FLORIDA LEAGUE OF CITIES 85<sup>TH</sup> ANNUAL CONFERENCE AUGUST 11 -13, 2011.**

- c. **CONSIDER AUTHORIZATION FOR A SPECIAL EVENT PERMIT FOR A WEDDING CEREMONY.**
- d. **CONSIDER AUTHORIZATION FOR A SPECIAL EVENT PERMIT FOR THE 23<sup>RD</sup> ANNUAL OLD SALT FISHING FOUNDATION LADIES INSHORE/OFFSHORE FISHING TOURNAMENT ON AUGUST 11, 2011 AND AUGUST 13, 2011 HOSTED BY THE OLD SALT FISHING CLUB.**

**6. CORRESPONDENCE**

**7. ADJOURNMENT**

Any person who decides to appeal any decision of the City Commission 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 Clerk 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.  
Posted: July 22, 2011

**THIS MEETING IS TELEVISED LIVE ON CHANNEL 615  
AND REBROADCAST THE FOLLOWING EVENING AT 7 P.M. ON CHANNEL 615**

**INTRODUCTIONS AND PRESENTATIONS**

**NONE**

**AGENDA ITEM 1.**

**REPORTS:**

**MAYOR AND COMMISSIONERS**

**CITY ATTORNEY**

**INTERIM CITY MANAGER**

**AGENDA ITEM 2.  
COMMUNITY FORUM**

**AGENDA ITEM 3.  
CONSIDER APPROVAL OF THE MINUTES**

**TUESDAY, MAY 31, 2011 SPECIAL MEETING MINUTES  
WEDNESDAY, JULY 13, 2011 WORKSHOP MINUTES**

**MADEIRA BEACH BOARD OF COMMISSIONERS**

**July 26, 2011 Regular Meeting Report**

**PREPARED BY:** Ginger Stilton, City Clerk

**SUBJECT:** Approval of the Minutes

**BACKGROUND:** Please see attachments

**COMMISSION ACTION:** Motion to approve/deny the May 31, 2011 Special Meeting Minutes and the July 13, 2011 Workshop Minutes.

**ATTACHMENTS:** Tuesday, May 31, 2011 Special Meeting Minutes  
Wednesday, July 13, 2011 Workshop Minutes

**AGENDA ITEM:** 3

**CITY OF MADEIRA BEACH**  
**Board of Commissioners Special Meeting Minutes**  
**Tuesday, May 31, 2011**

---

A Special Meeting of the City of Madeira Beach Board of Commissioners was held on Tuesday, May 31, 2011 in the City Hall Auditorium, located at 300 Municipal Drive, Madeira Beach, Florida.

Mayor Travis Palladeno called the meeting to order at 7:00 p.m. The invocation was given by Commissioner Terry Lister, followed by the Pledge of Allegiance.

City Attorney Thomas J. Trask swore in newly appointed City Clerk Ginger Stilton.

**ROLL CALL:**

Present: Commissioners Terry Lister, Nancy T. Oakley and Robin Vander Velde; Vice Mayor Carol V. Reynolds and Mayor Travis Palladeno.

Staff: City Attorney Thomas J. Trask; Interim City Manager Bill Mallory; City Clerk Ginger Stilton; Marina Director Dave Marsicano; and Community Services Director Mike Maxemow.

Mayor Palladeno asked if there were any corrections to the agenda. Motion by Commissioner Lister, and seconded by Vice Mayor Reynolds that Unfinished Business agenda item two be pulled off the agenda.

VOTE:	COMMISSIONER LISTER	YES
	VICE MAYOR REYNOLDS	YES
	COMMISSIONER OAKLEY	NO
	COMMISSIONER VANDER VELDE	NO
	MAYOR PALLADENO	NO

MOTION FAILED.

**PRESENTATIONS:**

Mayor Palladeno said the International Marine Institute (IMI) has recognized Marina Director Dave Marsicano for being one of the highest qualified Marina Managers in the world. There are only 264 Certified Marina Managers worldwide who hold this certificate and said it was an honor to present this certificate to him this evening.

Mr. Robin Stack provided a brief overview of the Madeira Beach 911 Memorial and said they were ready to move forward with the Commission's approval. Interim City Manager Mallory said he would have the video presentation uploaded to the City's website.

**REPORTS:**

Mayor and Commission:

- Mayor Palladeno said that he and Mayor Bob Minning of Treasure Island together signed a letter of support for the Marine Discovery Center and Aquarium to help receive a grant from Bank of America and Neighborhood Builders, a non-profit organization. The aquarium will be a major attraction located in John's Pass and an economical boost to the surrounding communities.

City Attorney:

- City Attorney Trask provided an update on the Progress Energy Franchise Agreement in follow-up to the Workshop last week. The next step should Progress Energy find the changes acceptable, the Agreement would be presented in ordinance form, and said he recommends the draft presented. Commissioner Lister asked what the time period was for the Agreement, and said regarding notice requirements under section four, that he would be fine with one month notice. City Attorney Trask said the Agreement was for a ten year period. Commissioner Oakley asked what happens if the Agreement is not signed. City Attorney Trask advised the Commission that Progress Energy could take the position that the City was not negotiating in good faith and they would not pay the franchise fees. But ultimately Progress Energy would still collect the franchise fees and the City would eventually receive them, in accordance with state statutes.

City Manager:

- Interim City Manager Mallory spoke on Hurricane Preparedness; distributed a hand-out outlining the predictions received today from the Pinellas County Property Appraiser indicating that the City of Madeira Beach was down 4.4% in taxable value and down 5.5% in market value; and reported with regard to Emergency Management Services (EMS) – the County is proposing a 46% increase and the City plans to follow-up.

### **COMMUNITY FORUM:**

Marilyn Hafling; 806 Bay Point Drive – spoke on organizing a meeting at City Hall on June 13, 2011 at 7:00 p.m. to see if there was interest in starting a Parks and Beaches Committees.

Joe Menard; Havana Slackers – spoke on organizing a beach sweep clean-up the first Sunday of each month involving local vendors, merchants and volunteers, beginning this Sunday at 9:00 a.m., meeting at John's Pass.

Pam Dobyns; of the Suncoast Seabird Sanctuary – spoke on the Sanctuary and the effect of trash and how it harms wildlife.

Mr. Lloyd; 15405 Gulf Blvd – spoke on outdoor grilling and open flame violations at County Park, and said there was no signage regarding no dogs, no open flames or cooking on the beach.

Interim City Manager Mallory said they will contact the County regarding the issue.

Commissioner Oakley spoke about the glass on the beach and the need for code enforcement.

Ralph Heath; Founder & Director of the Suncoast Seabird Sanctuary – spoke on the first magazine coverage of the Sanctuary and how a small thing became a huge movement to protect the local wildlife in the community.

Tom Laird; 13119 Boca Ciega Ave – spoke on trimming the budget and asked was it really necessary for an HR Officer to try to hire a PR Director at \$50,000 for a community the size of Madeira Beach.

Commissioner Lister said that Parks Supervisor Deb Laramée does the beach clean-up twice a year and asked if the clean-up efforts would be coordinated through her.

Vice Mayor Reynolds asked why information was pulled off the website. City Clerk Stilton explained that it came to her attention that there was exempt information contained in an agenda packet, and upon confirming the fact

made the decision to temporarily pull all of the packets and place in a folder until they could be checked before re-posting to the web. City Clerk Stilton said the packets are still available for the public; they are temporarily unavailable on the web.

Commissioner Oakley spoke on the need for additional trash and recycling bins on the beach.

Interim City Manager Mallory said the new bins were picked up from the county and should be placed this week.

Mayor Palladeno thanked the employees who work on Fridays and noted the volume of visitors to City Hall on a recent Friday, adding it makes a difference staying open for the public.

**CONSENT AGENDA:** None.

Mayor Palladeno asked the Commission to consider the request to move forward with their plans by the Madeira Beach 911 Memorial Ad Hoc Committee.

Motion by Commissioner Lister and seconded by Commissioner Oakley to authorize the Madeira Beach 911 Memorial Ad Hoc Committee to move forward with their plans.

Commissioner Oakley commended the USF students for the excellent job in designing the project and the presentation received at the prior workshop. Commissioner Lister requested the Committee keep the Commission updated on the progress.

Committee Member Steve Kochick requested a moment to show the photographs of the planned memorial, and briefly explained to the audience some of the details which have gone into the project. Interim City Manager Mallory explained that in partnership with Home Depot, donations could be made via gift cards for the project.

Commissioner Oakley announced that a local restaurant was planning to hold a contest and donate the proceeds to purchase Home Depot gift cards. Commissioner Vander Velde said that the work involving this project has not cost the residents anything and the people involved have worked hard to improve the City.

VOTE:	COMMISSIONER LISTER	YES
	VICE MAYOR REYNOLDS	YES
	COMMISSIONER OAKLEY	YES
	COMMISSIONER VANDER VELDE	YES
	MAYOR PALLADENO	YES

MOTION CARRIED.

**UNFINISHED BUSINESS:**

- 1. Consider approval of an Agreement between the City of Madeira Beach and Thomas J. Trask, for City Attorney Services.**

Motion by Commissioner Oakley and seconded by Commissioner Vander Velde to approve the Agreement between the City of Madeira Beach and Thomas J. Trask, for City Attorney Services.

Commissioner Lister commented on City Attorney Trask writing his own contract and asked if the Commission would receive monthly invoices. He said he was not in favor of getting rid of the previous City Attorney Mike Connolly and disagreed with Mr. Trask writing his own contract. Commissioner Vander Velde inquired if his fees included attendance at the Planning Commission Meetings. City Attorney Trask spoke on how his legal fees

would be charged and confirmed he would be representing the City at various board meetings.

Deb Weinstein; 441 – 129<sup>th</sup> Ave East – inquired as to why Mr. Trask would not provide invoices. City Attorney Trask confirmed that he would be providing the City with monthly invoices.

VOTE:	COMMISSIONER LISTER	NO
	VICE MAYOR REYNOLDS	YES
	COMMISSIONER OAKLEY	YES
	COMMISSIONER VANDER VELDE	YES
	MAYOR PALLADENO	YES

MOTION CARRIED.

**2. Consider approval of an Employment Agreement between the City of Madeira Beach and Allen L. Godfrey, as Interim City Manager and Public Works Director.**

Motion by Commissioner Oakley and seconded by Commissioner Vander Velde to approve the Employment Agreement between the City of Madeira Beach and Allen L. Godfrey, appointing him Interim City Manager and Public Works Director, and authorize the Mayor to execute the Agreement.

Mayor Palladeno asked City Attorney Trask if the City of Madeira Beach was breaking any laws, statutes or the City Charter. City Attorney Trask explained that the question which arose at the workshop was whether or not if the contract provided that he is hired at a minimum of eight months, was it a violation of City Charter if it required he be hired for an indefinite period of time. City Attorney Trask said his opinion is still the same, it did not matter what the minimum is, but will it be indefinite in terms of the Agreement; and said it did not violate the City Charter. City Attorney Trask called attention to the changes in the Agreement requested by the Commission and reported that Mr. Godfrey, through his attorney had reviewed and approved all of the changes requested.

Vice Mayor Reynolds said when the Commission hired the city clerk, she had the opportunity to review her background and make inquiries so she could make an informed decision. When asked about Mr. Godfrey she did not know anything about him when it was brought up without being on the agenda. Because of the negative background information received since then, she did not see how they could bring him on board. Vice Mayor Reynolds specifically referenced several areas of concerns, regarding comments and allegations included from alleged co-workers and people Mr. Godfrey worked with or under him, and said with this type of information she had to say no.

Commissioner Lister commented on the criteria and guidelines the Commission set to hire the city manager and said that Mr. Godfrey to second to last out of twenty people on a spreadsheet he distributed at the dais. Commissioner Lister spoke against hiring Mr. Godfrey.

Vice Mayor Reynolds mentioned the desire to hire someone who had Veteran's Preference and noted there were two applicants ready to start June 1<sup>st</sup>.

Commissioner Vander Velde reminded the Commission that the item on the agenda was the approval of the contract and referenced Section 14B in the Employment Agreement, and said that the contract was contingent on a full and complete background check as well as a drug test. Commissioner Lister disagreed that the drug test should come after the contract.

In response to Commissioner Vander Velde's question as to whether or not this would have to come back to the Commission after the background screening, City Attorney Trask suggested it would for discussion and ratification.

Commissioner Lister expressed concern with the hiring practices and the effort to save money, with comments centering on the previous city attorney. A point of order was called and Mayor Palladeno opened the discussion to public comments beginning with Mr. Irvin, and asked him several questions regarding the City and his experience, and willingness to accept \$83,000.

Mr. Irvin, an applicant for the position of city manger responded in the affirmative and commented on the Commission's decision to entertain a contract.

Jean Stach; 728 Sunset Cove – spoke in favor of those willing to take a background test.

Housh Ghovae; 423 – 150<sup>th</sup> Ave – spoke positively about his working relationships and experiences he has had with Mr. Godfrey and City Attorney Trask, and how dedicated Mayor Palladeno is in wanting the best for the City.

Martha Boos; 15316 Gulf Blvd - spoke in favor of Mr. Godfrey based on her interaction with him.

Gloria Vale; 701 Pruitt Dr – spoke on her love for Madeira Beach and suggested the Commission vote on this item and get it done.

Deb Weinstein; 441 - 129<sup>th</sup> Ave East – asked the Commission to do what 64% of the voters have done; which is to make changes. She read a brief article on Mayor Palladeno from the March 17<sup>th</sup> Beacon Newspaper and spoke in favor of Mr. Godfrey.

June Mohns; 13321 Boca Ciega Ave - expressed concern over the liability issues regarding the background information on Mr. Godfrey which was provided to the Commission. She said a lot of people could be in jeopardy based on the things said and alleged, and expressed concern over the whole background check process. She was in favor of the Commission taking action.

Joe Jorgensen; - spoke in favor of Mr. Godfrey, agreed with the platform the Mayor ran on, expressed his difficulty working with the interim city manager, and dislike for Ms. Estrada's articles in the St. Pete Times.

Mayor Palladeno spoke on his relationship with Mr. Godfrey and said he felt as a homeowner wanting to preserve his own home values and improve the City; that he believed Mr. Godfrey was a good candidate for the job.

VOTE:	COMMISSIONER LISTER	NO
	VICE MAYOR REYNOLDS	NO
	COMMISSIONER OAKLEY	YES
	COMMISSIONER VANDER VELDE	YES
	MAYOR PALLADENO	YES

MOTION CARRIED.

- 3. Consider adopting Resolution 11.07 amending the Board of Commissioners 2011-2012 Policy Handbook, containing Communications Guidelines, a Community Recognition Program; and Rules of Procedure for Board of Commissioners Meetings. (Provides for change in Workshop meeting days: from the 1<sup>st</sup> Tuesday to the 1<sup>st</sup> Wednesday of each month.)**

City Attorney Trask read Resolution 11.07 by title only.

Motion by Commissioner Oakley and seconded by Commissioner Lister to approve Resolution 11.07.

Martha Boos; 15316 Gulf Blvd - requested the Commission read pages seven and eight in the Communications Guidelines regarding discussions with the media. Commissioner Vander Velde read the section aloud. Interim City Manager Mallory clarified, the policies were the Commissions' and there were also Employee Personnel Policies.

VOTE:	COMMISSIONER LISTER	YES
	VICE MAYOR REYNOLDS	YES
	COMMISSIONER OAKLEY	YES
	COMMISSIONER VANDER VELDE	YES
	MAYOR PALLADENO	YES

MOTION CARRIED.

**NEW BUSINESS:** None.

**CORRESPONDENCE:** None.

There being no further business, Mayor Palladeno adjourned the meeting at 8:45 p.m.

Date Approved: \_\_\_\_\_

\_\_\_\_\_  
Travis Palladeno, Mayor

\_\_\_\_\_  
Ginger Stilton, CMC  
City Clerk

**CITY OF MADEIRA BEACH**  
**Board of Commissioners Workshop Minutes**  
**Wednesday, July 13, 2011**

---

A Workshop Meeting of the Madeira Beach Board of Commissioners was scheduled to be held on July 13, 2011 in the City Hall Conference Room, located at 300 Municipal Drive, Madeira Beach, Florida.

Mayor Travis Palladeno called the Workshop to order at 5:10 p.m. All Commissioners were present, except Commissioner Lister and Vice Mayor Reynolds.

Mayor Palladeno deferred to Attorney Jay Daigneault, who was attending for City Attorney Thomas J. Trask. Attorney Daigneault explained that there was a very small inconsequential, and certainly unintentional posting of the meeting with a July 12<sup>th</sup> date and it was best to reschedule the meeting.

Mayor Palladeno announced that the next Budget Workshop Meeting would be held on July 20, 2011 at 5:00 p.m., and it would be a three hour meeting to make up for the time tonight.

Seeing no further business, Mayor Palladeno adjourned the meeting at 5:12 p.m.

Date Approved: \_\_\_\_\_

\_\_\_\_\_  
Travis Palladeno, Mayor

\_\_\_\_\_  
Ginger Stilton, CMC  
City Clerk

**UNFINISHED BUSINESS:  
AGENDA ITEM 4a.**

**CONSIDER A SECOND AND FINAL READING OF  
ORDINANCE NO. 2011-01:**

**AN ORDINANCE GRANTING TO FLORIDA POWER CORPORATION d/b/a  
PROGRESS ENERGY FLORIDA, INC. A NON-EXCLUSIVE ELECTRIC UTILITY  
RIGHT OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS  
AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL  
STREETS AND RIGHTS-OF-WAY IN THE CITY OF MADEIRA BEACH,  
FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE;  
PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING FOR  
AN EFFECTIVE DATE.**

# MADEIRA BEACH BOARD OF COMMISSIONERS

## July 26, 2011 Regular Meeting Report

**PREPARED BY:** Ginger Stilton, City Clerk

**SUBJECT:** Ordinance No. 2011-01 – Second and Final Reading

**BACKGROUND:** City Attorney Thomas Trask provided the Board of Commissioners with a review of the status of the Progress Energy Franchise Agreement during the Tuesday, May 24, 2011 Workshop Meeting.

At the Regular Meeting of the Board of Commissioners on June 14, 2011, the draft ordinance was reviewed.

The First Reading of Ordinance No. 2011-01 was approved on June 28, 2011.

**COMMISSION ACTION:** Motion to approve/deny Ordinance No. 2011-01 on Second and Final Reading.

**ATTACHMENTS:** Ordinance No. 2011-01

**AGENDA ITEM:**

4a

**ORDINANCE NO. 2011-01**

**AN ORDINANCE GRANTING TO FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC. A NON-EXCLUSIVE ELECTRIC UTILITY RIGHT OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS-OF-WAY IN THE CITY OF MADEIRA BEACH, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA:**

**SECTION 1. Findings.**

The City of Madeira Beach ("City" or "Grantor") deems it necessary, desirable and in the interest of its citizens to establish by ordinance a right-of-way utilization franchise (sometimes referred to herein as the "Franchise") granting to Florida Power Corporation d/b/a Progress Energy Florida, Inc. (the "Company" or "Grantee") permission to occupy the Rights-of-Way in the City of Madeira Beach, Florida, for the purpose of providing electric services.

**SECTION 2. Short Title.**

This ordinance shall be known and may be cited as the "Progress Energy Florida Right of Way Utilization Franchise."

**SECTION 3. Definitions.**

For the purposes of this ordinance, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely permissive.

- (A) "Adversely Affected"- For the Company, a loss of one percent (1%) of Base Revenues within the corporate city limits due to Retail Wheeling. For the City, a loss of one percent (1%) of franchise fees due to Retail Wheeling.
- (B) "Base Revenues" means all Company's revenues from the retail sale of electricity, net of customer credits, to residential, commercial, and industrial customers and City sponsored street lighting all within the corporate limits of the City.
- (C) "Company" or "Grantee" – Florida Power Corp. d/b/a Progress Energy Florida Inc., its successors and assigns.
- (D) "City" or "Grantor" – The City of Madeira Beach, Florida.

- (E) "Electric Energy Provider" means every legal entity or association of any kind (including their lessees, trustees or receivers), including any unit of state, federal or local government (including City herein), which owns, maintains, or operates an electric generation, transmission, or distribution system or facilities, or which otherwise provides, arranges for, or supplies electricity or electric energy to the public, or which supplies electricity to itself utilizing Company's distribution or other facilities. Without limitation of the foregoing, "Electric Energy Provider" shall also include every Electric Utility, electric power marketer, or electric power aggregator. It shall also include every entity providing such services as metering, customer billing, payment collection and processing, and customer information and data processing.
- (F) "Electric Utility" shall have the meaning set out in Section 366.02(2), *Florida Statutes* (2010), and shall also include every electric "Public Utility" as defined Section 366.02(1), *Florida Statutes* (2010). "Electric Utility" shall further include every investor owned, municipally or governmentally owned, or cooperatively owned electric utility (including their lessees, trustees or receivers), which owns, maintains, or operates an electric generation, transmission, or distribution system in any State or Country.
- (G) "Electric Utility System" means an electric power system installed and operated in the Franchise Area in accordance with the provisions of the Florida Public Service Commission establishing technical standards, service areas, tariffs and operating standards, which shall include but not be limited to electric light, heat, power, and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions thereto as shall hereafter be made.
- (H) "Franchise Area" means that area for which Company provides electric utility service within the corporate City limits of the City.
- (I) "Facilities" has the meaning as set forth in Section 4.
- (J) "Person" means any person, firm, partnership, association, corporation, company or organization of any kind.
- (K) "Public Service Commission" means the Florida Public Service Commission.
- (L) "Rights-of-Way" - All of the public streets, alleys, highways, waterways, bridges, sidewalks and easements and also any parks only as it relates to facilities currently located within such parks including the maintenance and replacement of those facilities and excluding any extensions thereof or addition of net new poles) owned by the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.
- (M) "Retail Wheeling"- A customer/supplier arrangement whereby an Electric Energy Provider utilizes transmission and/or distribution facilities of Company to make energy sales directly to an end use customer located within the Franchise Area.

#### **SECTION 4. Grant of Authority.**

(A) This grant of authority is limited to authorizing the Company to place its Facilities within the Rights-of-Way for the purpose of providing the Company's electric utility services only. Accordingly, the City hereby grants to the Company, its successors, and assigns the non-exclusive right, authority, and franchise to lay, erect, construct, maintain, repair, and operate its Facilities in, under, upon, over and across the present and future Rights-of-Way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, including but not limited to conduits, cables, poles, wires, supports and such other structures or appurtenances as may be reasonably necessary for the construction, maintenance, and operation of an electric generation, transmission, and distribution system, including information, telecommunication, and video transmission used solely for the provision of electric service (collectively the "Facilities"), provided that all portions of the same shall conform to accepted industry standards, including but not limited to the National Electrical Safety Code. Nothing in this Ordinance shall require Grantee to remove, de-energize, or cease using any poles, wires, or other things or Facilities identified hereinabove that were in place under previous ordinances or permits prior to the Effective Date of this Ordinance, regardless of whether such poles, wires, or other Facilities are located outside "Rights-of-Ways" as defined herein. Nor shall anything in this Ordinance prohibit Company from performing upgrades, replacements, maintenance, or servicing of such poles, wires, or other Facilities after the Effective Date of this Ordinance. Rather, all such preexisting poles, wires, or other Facilities shall be authorized under this Ordinance. Because this Franchise is intended to grant Company the non-exclusive, but unrestricted right to place its Facilities within the Rights-of-Way, the City expressly acknowledges and agrees that Company shall not be required to apply for, obtain, or pay for permits to perform any operation, maintenance, replacement, relocation, or construction activities on or related to its Facilities within the Rights-of-Way. The Company will notify the City of Significant Projects within City Rights-of-Way to confirm that its designs will not unreasonably interfere with the convenient, safe and continuous use of the public road system and, upon request of the City, will provide construction plans and design specifications to assure compliance with the NESC safety and design guidelines. The Company will give the City a minimum of 30 days advance notice of such Significant Projects, and to the extent practicable, the Company will give sufficient advance notice of any Significant Projects that involve relocation, replacement, or substantial refurbishment of overhead distribution facilities, such as road-widening projects, to enable the City to make an informed decision regarding converting the subject overhead facilities to underground facilities in lieu of the relocation and in compliance with all laws and Florida Public Service Commission rules and regulations. Significant Projects for the purposes of this section shall mean the replacement of facilities spanning one or more blocks in residential areas or relocation of facilities due to road widening within the City. This is not to be construed to grant or imply authority upon the City to regulate the design, construction or maintenance of Company's electric transmission and distribution facilities. Notice will not be provided for emergency or maintenance activities.

(B) Annexation or Contraction. City and Company agree that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If City approves any Franchise Area expansion or reduction by annexation or contraction, City will provide written notice to Company's Annexation Coordinator, at the address provided below, within sixty (60) days of such approval and this Franchise shall automatically extend to include any such annexed areas.

Additionally, within sixty (60) days of any such annexation or contraction, City shall provide to Company an updated list containing the new or removed street names, known street name aliases, street addresses, and zip codes associated with each street name. All notices of annexation or contraction and address listings shall be addressed to the Annexation Coordinator as follows with the address subject to change:

Progress Energy  
Annexation Coordinator  
P. O. Box 33199  
St. Petersburg, FL 33733-8199  
Or by email to: [AnnexationRequests@pgnmail.com](mailto:AnnexationRequests@pgnmail.com)

Company must revise its payments due to any expansion or reduction by annexation within a reasonable time after Company has received such notice and updated list from City, but no later than sixty (60) days after receipt of notice and the list. City understands and affirmatively acknowledges that the Company will exclusively rely upon the City to provide timely and accurate information to the Company regarding any such annexations or contractions, and that failure to do so will impair, inhibit, and/or preclude the Company's ability to revise any payments due to the City that are impacted by such annexations or contractions. Further, City acknowledges that if such information is not timely furnished to Company as required herein, any related obligation to collect payments shall be suspended during the period of delay.

(C) Non-Exclusive Use. The Company's right to use and occupy Rights-of-Way for the purposes herein set forth shall be non-exclusive as to entities not engaged in the provision of electric energy and service, and the City reserves the right to grant, to the extent that such grant is lawful, to others the right to utilize the Rights-of-Way, to any person at any time during the period of this Franchise so long as such grant does not create an unsafe condition or unreasonably conflict with the rights granted to Company herein. Nothing herein shall prohibit the City from utilizing generators and/or other electricity-generating or other energy-generating equipment for the City's own uses in compliance with all laws and Florida Public Service Commission rules and regulations, provided further that the City may use generators to serve necessary facilities that are not owned by the City during any emergency declared or recognized by a governmental entity having jurisdiction to declare emergencies (such emergencies being understood to include, without limitation, the aftermath of a named tropical storm or other severe weather event or other natural disaster). Nothing herein shall be construed to permit the City to sell energy for any purpose or to provide other retail electric services.

**SECTION 5. Notice of Acceptance and Term of Franchise.**

This ordinance shall become effective upon being legally passed and adopted (“Effective Date”) by the City Council; and it is further agreed that Grantee shall accept this Franchise as of the date of the passage and adoption by the City Council and shall signify its acceptance in writing within thirty (30) days after the City Council’s approval of this ordinance by filing its written acceptance with the City Clerk. If Grantee fails to accept this franchise within thirty (30) days of its date of passage, then this Ordinance shall be null and void, and of no force and effect of any kind. The term of the Franchise granted herein shall be for a period of ten (10) years commencing on the Effective Date.

**SECTION 6. Payment to City.**

(A) Effective the first day of the second month beginning after the Effective Date of this ordinance, City shall be entitled to receive from Company a monthly franchise amount that will equal six percent (6%) of Company’s Base Revenues (the “Franchise Fee”) for the preceding month, which amount shall be the total compensation due City for any and all rights, authority and privileges granted by this Franchise, including compensation for any required permits, parking fees, or any other fee or cost related to the rights granted hereunder or to do business within the Franchise Area. Any franchise amounts that will be paid to the City will be collected by the Company from Company’s customers in the Franchise Area and passed through to the City in the manner described herein. The City expressly acknowledges that no additional or other amounts shall be due or remitted by Company for the exercise of its rights granted hereunder.

Payment shall be made to City for each month no later than the twentieth (20th) day of the following month. The monthly payment shall be made by wire transfer. Any monthly payment or any portion thereof made twenty (20) days after the due date without good cause shall be subject to interest calculated at a rate of ten percent (10%) per annum.

(B) Only disputed amounts shall be allowed to be withheld by Company, and if any amounts withheld by the Company are ultimately determined to be owed to the City, then the Company shall promptly remit such amounts, together with interest calculated at a rate of ten percent (10%) per annum on the withheld amounts.

(C) The City acknowledges that all classifications and categories of customers of Company shall be subject to the payment of the Franchise Fee due hereunder.

**SECTION 7. Favored Nations.**

(A) In the event Grantee shall hereafter accept an electric utility franchise ordinance from any municipality providing for the payment of a franchise fee in excess of that provided for in Section 6 above, Grantee shall notify Grantor, and Grantor reserves the right to amend this Franchise to increase the franchise fee payable under this ordinance to no more than the greater franchise fee that Grantee has agreed to pay to such other municipality. Grantee's obligation to pay such greater franchise fee to Grantor shall apply prospectively beginning with the next

monthly franchisee fee payment following Grantor's timely notice of its exercise of its amendment right by which Grantee may collect such increased fee from its customers. Grantee's failure to notify Grantor of such additional payments does not limit Grantor's right to amend to require such additional franchise fees.

(B) In the event that a governmental authority having jurisdiction to do so authorizes Retail Wheeling, then:

1. the City, to the extent allowed under law, will impose, enforce, and collect equivalent franchise fee revenues from any new Electric Energy Provider (i.e., six percent of comparable retail sales by a new Electric Energy Provider) that either (a) uses the Company's distribution facilities to make sales to customers or (b) uses the City's Rights-of-Way, as defined herein, to make sales to customers;

2. the Company will continue to remit the franchise fee payments provided herein on its remaining retail sales within the City, provided that Company may "reopen" the Franchise to the extent that City and Company will immediately begin good-faith renegotiations of the Franchise to address any concerns identified by Company resulting from the existence of Retail Wheeling; and

3. if the City imposes a lesser fee, or no fee, on another Electric Utility or Electric Energy Provider providing services in competition with the Company utilizing City's Rights-of-Way (including Retail Wheeling), Company's or its affiliates' fee under Section 6 for such services shall be automatically reduced to the lesser fee charged the other Electric Utility or Electric Energy Provider (or to zero, if no fee is charged such other Electric Utility or Electric Energy Provider); provided, however, that this subsection shall not apply if the City is prohibited from enforcing a franchise fee on other Electric Utilities or Electric Energy Providers, so long as the City has complied in good faith with its obligation pursuant to subsection 7(B)1. above. If the City and Company are unable to reach agreement within 90 days following the initiation of such renegotiations, then either party may declare an impasse and may file an action in the Circuit Court in Pinellas County, Florida, for declaratory or equitable relief as to whether any remedy is appropriate under the circumstances, and if so, what such remedy should be. The Company expressly recognizes that the City does not believe that any remedy would necessarily be appropriate in this circumstance, and the Company further recognizes that, notwithstanding the City's agreement to enter into the contemplated renegotiations, the City does not waive any defenses, arguments, positions, legal theories, or the like with respect to the City's position that the Company should continue to pay the Franchise Fee provided for in this Franchise. Similarly, the City expressly recognizes the Company's position that some remedy may be appropriate, depending on actual circumstances, and the City further recognizes that the Company does not waive any arguments, positions, legal theories, or the like in respect of any claim that the Company may make in any legal action addressing whether this Franchise agreement, or the Franchise Fees due hereunder, should be modified in any way in the event that Retail Wheeling becomes permissible under governing law.

4. In all events, City shall not grant more favorable treatment to other Electric Energy Providers than is granted to Company under this ordinance, it being the intent of the Parties that no future provider of electric service, be it generation, transmission or distribution service, to customers within the corporate limits of City, where such provider is using the City's Rights-of-Way, shall be given by the City a competitive advantage over Company.

**SECTION 8. Grantor Rights.**

The right is hereby reserved to the City to adopt such regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall: (a) be lawful, reasonable, and not prohibited or preempted by other applicable laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of the Company; (b) be for a valid municipal purpose; (c) not unreasonably or materially interfere with the benefits conferred upon the Company by this agreement; and (d) not require relocation of any of the Company's Facilities installed before or after the Effective Date hereof in any public Rights-of-Way unless or until the Facilities unreasonably interfere with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion, of any public road. The rights and privileges granted to Company by the Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Grantor's Rights-of-Way and nothing in this Franchise shall be considered as a surrender by Grantor of its right and power to use and relocate the use of its Rights-of-Way. Subject to the requirements above, at least 60 days before the first reading of any ordinance that would impose any contemplated regulations upon the Company, or of any other ordinance that would affect the Company's ability to conduct its business within the City, the City shall give written notice to the Company and appropriate City officials and employees shall, at Company's request, meet to discuss such regulations and any concerns raised by the Company, in advance of such first reading; provided, however, that nothing in this Section shall operate as an acceptance by Company of such ordinance or as a waiver of Company to enforce its rights hereunder.

**SECTION 9. Work In Rights-Of-Way.**

Pursuant to this Franchise, the Company shall have the right to construct, erect, operate, and maintain within the City an electric system consisting of its poles, wires, equipment, conduit, fixtures, appurtenances, and other Facilities for carrying on the Company's business. Consistent with this right, the Company shall have the right to perform all such upgrades, replacements, maintenance, servicing, excavations, other work, and other operational activities on or with respect to the Company's poles, wires, equipment, conduit, fixtures, appurtenances, and other Facilities, and work in connection therewith shall be done and carried on in conformity with such reasonable rules, standards, regulations, and local ordinances with reference thereto as may be adopted by the City for the protection of the public and which are otherwise consistent with the standards imposed on the City's ability to regulate set forth in Section 8 of this Franchise .

The Company shall have the right to fasten and to stretch and lay along the lines of said poles, conduits, pipes, and cables necessary for transmitting and conveying the electric current to be used in the Company's business, including the right to trim, cut, and keep clear all trees and

limbs near or along Company's Facilities that may endanger the proper operation of same. In conducting its business pursuant to this Franchise, the Company shall not unnecessarily obstruct either the streets of the City, or any parks, sidewalks, or other City property, or any private property (including, without limitation, driveways), and any necessary obstructions shall be of no greater duration than necessary for the Company to perform necessary work and Company will, at Company's expense, restore excavated areas to as nearly the original condition as is reasonably practical.

**SECTION 10. Indemnification.**

(A) The acceptance of this Franchise by Company shall be deemed an agreement on the part of Company to indemnify City and hold it harmless against any and all direct damages, claims, expenses, reasonable attorneys' fees (including appellate fees) and costs that City may incur to the extent arising out of or resulting from the negligence, default, or misconduct of Company, its contractors and agents in the construction, repair, operation, or maintenance of its electric utility Facilities hereunder. Both City and Progress Energy each agree to be responsible for their own negligent acts, errors, or omissions in the performance of this Agreement. The parties acknowledge and agree that the City's performance under this Agreement is subject to the provisions and limitations of section 768.28, Florida Statutes. Nothing herein shall be construed as (1) a waiver of sovereign immunity of the City beyond the waiver provided in section 768.28, Florida Statutes; or (2) a waiver of any defenses of either party under Florida law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

(B) Company shall maintain throughout the term of this Franchise sufficient financial resources to provide self-insurance insuring City and Company with regard to all damages set forth in Section 8(A) in the minimum amounts of:

- (i) \$1,000,000 for bodily injury or death to a person;  
\$3,000,000 for bodily injury or death resulting from any one accident.
- (ii) \$50,000 for property damage resulting from any one accident.
- (iii) \$1,000,000 for all other types of liability.

(C) City acknowledges that Company provides its own liability insurance (self-insured).

**SECTION 11. Records and Reports.**

(A) Company Rules and Regulations. The following records and reports shall be available to City upon City's reasonable request: copies of rules, regulations, terms and conditions adopted by Company that relate to Company's use of City's Rights-of-Way.

(B) Accounting. Company shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission or such other applicable governing agency having jurisdiction over Company.

(C) Reports. Company will submit monthly a statement of its estimated Base Revenues for the period on which such payment is based. The acceptance of any statement or payment shall not prevent the City from asserting that the amount paid is not the amount due, or

from recovering any deficit by any lawful proceeding, including interest to be applied at the rate set forth in Section 6(B).

(D) Availability of Records and Reports. Company shall supply information that City or its representatives may from time to time reasonably request relative to the calculation of franchise fees. Such records shall, on written request of City, be open for examination and audit by City and City's representatives at Company's headquarters in St. Petersburg, Florida, during ordinary business hours and such records shall be retained by Company for a period of three (3) years.

(E) Audit. City may require, upon prior written notice and during Company's normal business hours, an audit of Company's books related to this Agreement not more than once every five (5) years and then only for the preceding three years. Company will reimburse City's audit costs if the audit identifies errors in Company's franchise Base Revenues of five percent (5%) or more for the period audited. If an underpayment of franchise fees has occurred due to the Company's error, interest will be applied to such underpayments as provided in Section 6 of this Franchise. Both the underpayment and interest shall be paid within ninety (90) days from completion of the audit.

(F) Customer Report. In addition to City's obligations in Section 4(B), within 90 days of the Effective Date of this Agreement, City shall provide to Company a report in a format acceptable to Company setting forth a listing of all addresses within the corporate limits of the City and annually thereafter a report identifying any changes to the address listing provided the previous year.

**SECTION 12. Severability.**

Should any section or provision of this Franchise ordinance or any portion thereof, the deletion of which would not adversely affect the receipt of any material benefits or substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, City and Company shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial authority's decision and that preserves, to the maximum extent legally and practically possible, the fundamental economic bargain of the City and Company embodied in the Franchise as originally executed.

**SECTION 13. Governing Law and Venue.**

(A) This Franchise ordinance shall be construed and interpreted according to the laws of the State of Florida.

(B) In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Pinellas County, Florida, or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Tampa Division.

**SECTION 14. Merger.**

This Franchise agreement is the full, complete and entire understanding and agreements of the parties as to its subject matter, and the written terms supersede all prior contemporaneous representations, discussions, negotiations, understanding and agreements relating to the subject matter of this agreement.

**SECTION 15. Notices.**

Except in exigent circumstances, all notices by either City or Company to the other shall be made by depositing such notice in the United States Mail, Certified Mail return receipt requested or by recognized commercial delivery, e.g. FedEx, UPS or DHL or facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and City and Company observed holidays excepted. All notices shall be addressed as follows:

To City: \_\_\_\_\_

City Clerk  
300 Municipal Drive  
Madeira Beach, FL 33708  
Phone: (727) 391-9951 Ext. 231  
Facsimile No.: (727) 399-1131

City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708  
Phone: (727) 399-9951 Ext. 227  
Facsimile No.: (727) 399-1131

To Company:

External Relations Department  
Progress Energy Services Company, LLC  
P.O. Box 14042  
St. Petersburg, FL 33733-4042  
Facsimile No.: (727) 820-5044

**SECTION 16. Non-Waiver Provision.**

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

**SECTION 17. Repealer And Superseding Provision.**

With the exception of the City's rights to audit the Company's books and records relating to the computation and remittance of franchise fees due under the current franchise ordinance and agreement between the City and the Company, which ordinance is identified herein as Ordinance No. 943, and to recover any underpayments that were due under the current franchise ordinance pursuant to Sections 11(C) through 11(E) hereof, this ordinance shall supersede, as to the rights, privileges and obligations between City and Company, all ordinances and parts of ordinances in conflict with the terms of this ordinance. Ordinance No. 943 and any amendments thereto, are hereby deemed null and void and/or repealed upon the effective date of this ordinance, and none of the provisions of such repealed Ordinance No. 943 and any amendments thereto shall have any further force and effect. The City's rights to audit and recover any underpayments of franchise fees that were due under the current franchise Ordinance No. 943 shall survive the termination thereof and shall continue for two (2) years from the end of each of the last three (3) years of the current franchise, such that, by way of example, the City shall have the right to audit and recover any underpayments for 2008 during 2011, to audit and recover any underpayments for 2009 in 2012, and so on.

**SECTION 18. Dispute Resolution.**

The parties to this Franchise agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the parties agree that prior to pursuing their available legal remedies; they will meet and negotiate in good faith in an attempt to resolve any differences. If such informal effort is unsuccessful, then the Parties may exercise any of their available legal remedies.

ADVERTISED: JULY 11, 2011

READ FIRST TIME: JUNE 28, 2011

READ SECOND TIME AND ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Travis Palladeno, Mayor

ATTEST:

\_\_\_\_\_  
Ginger Stilton, City Clerk

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

\_\_\_\_\_  
Vincent M. Dolan, President & CEO  
Progress Energy Florida, Inc.

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the  
City of Madeira Beach, Florida, only.

\_\_\_\_\_, 2011

**UNFINISHED BUSINESS:  
AGENDA ITEM 4b.**

**CONSIDER APPROVAL OF RESOLUTION NO.  
2011-01:**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA,  
PROVIDING FOR A PROPOSED MILLAGE RATE FOR AD VALOREM TAX  
REVENUE FOR FISCAL YEAR 2011-2012 AT A RATE NOT TO EXCEED  
1.7954 MILLS OR \$1.7954 PER \$1,000 OF ASSESSED PROPERTY VALUE;  
PROVIDING FOR PUBLIC HEARING DATES; AND PROVIDING FOR AN  
EFFECTIVE DATE.

# MADEIRA BEACH BOARD OF COMMISSIONERS

## July 26, 2011 - Regular Meeting Report

**PREPARED BY:** Ginger Stilton, City Clerk

**SUBJECT:** RESOLUTION NO. 2011-01

**BACKGROUND:** Resolution No. 2011-01 establishes the proposed millage rate for FY 2011-2012 to be 1.7954 mills, and the Public Hearing dates for the adoption of the FY 2011-2012 Budget to be Wednesday, September 7, 2011 and Tuesday, September 27, 2011.

The final millage rate to be adopted in September may be lower, but may not exceed the proposed rate. The 1.7954 mills are equal to the previous millage rate of 1.7954.

The proposed millage rate represents a decrease of 4.25 percent, based on the statutory requirements.

State law requires the City to list the tax increase or decrease based on the rolled-back rate instead of the actual rate. The rolled-back rate for Fiscal Year 2011-2012 is 1.8750, which is the millage rate that would be charged on the decreased taxable property values to produce the same amount of revenue as the previous year.

**COMMISSION ACTION:** I move to adopt Resolution No. 2011-01

**ATTACHMENT:** Resolution No. 2011-01

**AGENDA ITEM:** 4b

**RESOLUTION NO. 2011-01**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, PROVIDING FOR A PROPOSED MILLAGE RATE FOR AD VALOREM TAX REVENUE FOR FISCAL YEAR 2011-2012 AT A RATE NOT TO EXCEED 1.7954 MILLS OR \$1.7954 PER \$1,000 OF ASSESSED PROPERTY VALUE; PROVIDING FOR PUBLIC HEARING DATES; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, it is the desire of the Board of Commissioners not to exceed the maximum rate of 1.7954 mills or a millage rate of \$1.7954 per \$1,000 of assessed property value for ad valorem tax revenue for the coming fiscal year; and

**WHEREAS**, the Board of Commissioners has set the Public Hearing dates for the proposed Fiscal Year 2011-2012 City of Madeira Beach Budget to be held in City Hall, City Commission Chambers on Wednesday, September 7, 2011 at 7:00 p.m. and Tuesday, September 27, 2011 at 7:00 p.m.

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

**Section 1.** The proposed millage rate for ad valorem taxes for the City of Madeira Beach, Florida for Fiscal Year 2011-2012 shall not exceed 1.7954 mills.

**Section 2.** The Public Hearings on the Fiscal Year 2011-2012 Budget are hereby established as Wednesday, September 7, 2011 at 7:00 p.m. and Tuesday, September 27, 2011 at 7:00 p.m. in City Hall, City Commission Chambers where interested parties may appear and address the Board of Commissioners on these issues.

**Section 3.** This resolution shall become effective immediately upon its adoption.

INTRODUCED AND ADOPTED this 26th day of July, 2011 by the Board of Commissioners of the City of Madeira Beach, Florida.

---

Travis Palladeno, Mayor

ATTEST:

---

Ginger Stilton, CMC  
City Clerk

**NEW BUSINESS:  
AGENDA ITEM 5a.**

**CONSIDER AUTHORIZING THE MAYOR TO EXECUTE  
A CONTRACT FOR LAW ENFORCEMENT SERVICES  
WITH THE PINELLAS COUNTY SHERIFF'S OFFICE, IN  
THE AMOUNT OF \$935,104.31 FOR FISCAL YEAR  
2011-2012.**

# MADEIRA BEACH BOARD OF COMMISSIONERS

## July 26, 2011 - Meeting Report

**PREPARED BY:** Bill Mallory, Interim City Manager 07/18/11

**SUBJECT:** Fiscal Year 2011-2012 Contract for Law Enforcement Services.

Authorizes the Mayor to sign the Contract for Law Enforcement Services between the City and Jim Coats, as Sheriff of Pinellas County for the period of October 1, 2011 to September 30, 2012.

**BACKGROUND:** The Pinellas County Sheriff's Office provides law enforcement services to the City of Madeira Beach. This contract is signed each year.

The total contract amount is \$935,104.31, which represents an increase of .49% from the current year's contract.

**COMMISSION ACTION:** I move the Mayor be authorized to sign the Contract for Law Enforcement Services for FY 2011-2012 in the amount of \$935,104.31.

**ATTACHMENTS:**

- Letter from Pinellas County Sheriff's Office
- Contract for Law Enforcement Services

**AGENDA ITEM:** 5a



Sheriff Jim Coats

Pinellas County Sheriff's Office

"Leading The Way For A Safer Pinellas"

May 31, 2011

Bill Mallory, Fire Chief and Interim City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

Subject: Pinellas County Sheriff's Office FY 12 Law Enforcement Contract for Services

Dear Chief Mallory:

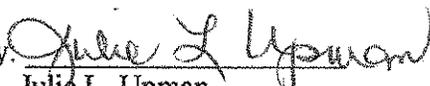
Enclosed please find the contract for law enforcement services between the Pinellas County Sheriff's Office and the City of Madeira Beach. This contract continues the current level of service for Fiscal Year 2011-2012 at a total price of \$935,104.31, as detailed in the Worksheet attached to the contract. This reflects an increase of .49%, primarily as a result of increases to fuel costs as explained to former finance director, Monica Mitchell in April.

I can be reached at 727/582-6721 and will be happy to answer any questions the City has about the contract, should there be any.

We appreciate the opportunity to continue being the provider of law enforcement services to the residents of the City of Madeira Beach and look forward to another productive year as we strive to meet the needs of your community.

Sincerely,

Sheriff Jim Coats

By:   
Julie L. Upman  
Labor Relations Director

Enclosure (2)

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 JIM COATS, as Sheriff of 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.

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 insure 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.

The SHERIFF further agrees to furnish four (4) 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 problems within the CITY and shall accept from the City Commission general policy direction on how law enforcement services are delivered and to what portion of the municipality a particular type or level of service shall be delivered to counteract law 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 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.

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 SHERIFF shall also be legally responsible for the actions of his law enforcement personnel performing services under this Agreement in accordance with law. 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.

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 book of 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 and the CITY shall be paid the funds derived from fines due it within a reasonable time of receipt by the SHERIFF.

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. Additionally, the SHERIFF shall maintain a dispatch log with respect to calls for assistance. The dispatch log shall reflect the time a call is received, the time a call is dispatched, the deputy's arrival time, the time the assignment is completed and the geographical location of the incident.

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

- A. The Sheriff of Pinellas County: Jim Coats, 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, 2011, and continue in effect thereafter through September 30, 2012, 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 parties and a receipt therefore signed by the other parties.

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, 2012, 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, 2012, 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 NINE HUNDRED THIRTY-FIVE THOUSAND ONE HUNDRED FOUR DOLLARS AND THIRTY-ONE CENTS (\$935,104.31). Payment shall be made in twelve monthly installments of SEVENTY-SEVEN THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS AND THIRTY-SIX CENTS (\$77,925.36) for the first eleven (11) months and SEVENTY-SEVEN THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS AND THIRTY-FIVE CENTS (\$77,925.35) for the last month. Payment shall be made on the first day of each month beginning on the 1st day of October 2011. (Work Sheet attached.)

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 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 \_\_\_\_\_, 2011.

ATTEST:

CITY OF MADEIRA BEACH

\_\_\_\_\_  
CITY CLERK

BY \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

(CITY SEAL)

\_\_\_\_\_  
CITY ATTORNEY

APPROVED AS TO FORM:

SHERIFF OF PINELLAS COUNTY, FLORIDA

\_\_\_\_\_  
DEPUTY GENERAL COUNSEL

BY \_\_\_\_\_  
JIM COATS, Sheriff

**City of Maderia Beach  
Contract for Law Enforcement Services  
Worksheet FY 12**

A.	Cost per Deputy	\$	80,191.67	
B.	Deputies by Post			
	Number	Relief Factor	Deputy	
	6 x	1.68 x	\$ 80,191.67	\$ 808,332.03
C.	Deputies ~ Special Enforcement			
	Number	Relief Factor	Deputy	
	0 x	1 x	\$ 80,191.67	\$ -
D.	School Crossing Guards			
	Number	SCG		
	4 x	\$ 6,465.15		\$ 25,860.60
E.	Vehicle Cost			
	Number	# Miles	\$ per mile	Days per Yr
	6 x	45 x	0.612	x 365
				\$ 60,312.60
	0 x	45 x	0.612	x 260
				<u>\$ -</u> \$ 60,312.60
F.	Supervision			
	Number	Factor	Sergeant/Supv	
	1 x	3.010%	x \$ 110,983.44	SGT \$ 3,340.60
	4 /	9.630	x \$ 13,381.06	SCG Supv <u>\$ 5,558.07</u> \$ 8,898.67
G.	Equipment			
	Number	Positions	Equip Cost	
	6 /	1228 x	\$ 837,575.00	\$ 4,092.39
H.	Allocated Indirect Cost			
	Number	Positions	AIC~CD	
	6 /	1228 x	\$ 5,650,442.00	<u>\$ 27,608.02</u>
I.	Total Indirect Costs	F + G + H		<u>\$ 40,599.08</u>
J.	TOTAL		Yearly	<u>\$ 935,104.31</u>
			Monthly	11 months \$ 77,925.36
				1 month \$ 77,925.35
	Increase from prior year-percentage		\$ 935,104.31 / \$ 930,552.00	<u>0.49%</u>
	Increase from prior year-amount			\$ 4,552.31

**NEW BUSINESS:  
AGENDA ITEM 5b.**

**CONSIDER APPOINTING A VOTING DELEGATE TO  
THE FLORIDA LEAGUE OF CITIES 85<sup>TH</sup> ANNUAL  
CONFERENCE AUGUST 11-13, 2011.**

# MADEIRA BEACH BOARD OF COMMISSIONERS

## July 26, 2011 Regular Meeting Report

**PREPARED BY:** Ginger Stilton, City Clerk

**SUBJECT:** Consider appointment of a Voting Delegate for the Florida League of Cities 85<sup>th</sup> Annual Conference

**BACKGROUND:** Each year the Florida League of Cities requests each municipality to designate an elected official to represent its municipality to vote on policy development, election of League leadership, and the adoption of resolutions, which determines the direction of the League.

As of July 20, 2011, Commissioners Lister and Vander Velde are registered to attend the Florida League of Cities 85<sup>th</sup> Annual Conference in Orlando. Commissioner Vander Velde plans to attend certain sessions, and will not be staying in Orlando for the whole conference, and agrees that Commissioner Lister should be the voting delegate for the 85<sup>th</sup> Annual Conference.

**COMMISSION ACTION:** Motion to appoint Commissioner Lister to serve as the Voting Delegate for the City of Madeira Beach at the business meeting during the Florida League of Cities 85<sup>th</sup> Annual Conference (August 11-13, 2011).

**ATTACHMENT:** FLC Voting Delegation Form

Agenda Item: 5b.

**85<sup>th</sup> Annual Conference  
Florida League of Cities, Inc.  
August 11-13, 2011  
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipality's voting delegate. Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

**Designation of Voting Delegate**

Name of Voting Delegate: \_\_\_\_\_  
Title: Commissioner  
Municipality: City of Madeira Beach

**AUTHORIZED BY:** City of Madeira Beach Board of Commissioners  
Contact Name: Ginger Stilton, CMC  
Contact Title: City Clerk

**Return this form to:**

**Gail Dennard  
Florida League of Cities, Inc.  
Post Office Box 1757  
Tallahassee, FL 32302-1757  
or fax to Gail Dennard at (850) 222-3806**

**NEW BUSINESS:  
AGENDA ITEM 5c.**

**CONSIDER AUTHORIZATION FOR A SPECIAL EVENT  
PERMIT FOR A WEDDING CEREMONY.**

# MADEIRA BEACH BOARD OF COMMISSIONERS

## July 26, 2011 - Agenda Report

**PREPARED BY:**

Francine Etere, Administrative Assistant /Business Tax Official  
Bill Mallory, Interim City Manager

  
7/18/2011

**SUBJECT:**

**Special Event Permit for a Wedding Ceremony.** Authorizes Emily Baston and Jay Roberts to hold a Wedding Ceremony on the North End of Archibald Memorial Park located at 15100 Gulf Boulevard on Saturday, October 15, 2011 between the hours of 5:30 p.m. and 7 p.m. The application states there will be approximately 100 guests, but no waivers to the City Codes are requested.

**BACKGROUND:**

The Baston/Roberts Wedding Ceremony is within the guidelines for a Special Event Permit only for the number of guests attending the ceremony. The application states there will be approximately 100 guests attending the ceremony. There are no other waivers needed for the event.

**DISCUSSION:**

Pursuant to City Code Chapter 42, Section 42-19 (Standards of approval), special event approval from the Board of Commissioners (BC) is contingent upon a determination that:

1. Surrounding and nearby properties are protected from adverse conditions that may reasonably be expected to result from the special event.
2. The proposed special event is not likely to create hazardous vehicular or pedestrian traffic conditions.
3. Adequate off-street parking is available.
4. Adequate utilities, drainage, sanitation management, emergency services and access, traffic control, security and other necessary facilities and services are available and have been approved by the appropriate authorities.
5. All applicable laws and regulations of the city and of any other regulatory body or agency will be met prior to the special event.
6. Whether waivers of City Code provisions are appropriate for the event.

Again, as reflected within the attached application Emily Baston and Jay Roberts are not requesting any waivers.

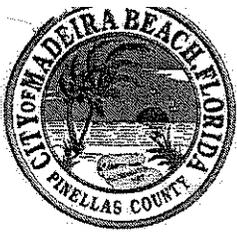
**COMMISSION ACTION:**

**I authorize Emily Baston and Jay Roberts to hold a Wedding Ceremony on the beach located at Archibald Memorial Park located at 15100 Gulf Boulevard on Saturday, October 15, 2011 between the hours of 5:30 p.m. and 7 p.m.**

**ATTACHMENT:**

Application for Special Events

**AGENDA ITEM** 5c



# Madeira Beach

... two miles long and a SMILE wide!

## APPLICATION FOR SPECIAL EVENT

Please complete the following form and return to the City Manager's Office, located at 300 Municipal Drive, Madeira Beach, Florida 33708 or by facsimile to 727.399.1131. If you require assistance with completion of the form, please contact our office at (727) 391-9951 x 228.

Event Title/Name: ROBERTS <sup>BASTON</sup> WEDDING Ceremony

Organization Name: [Signature]

Event Coordinator/Applicant: Emily <sup>BASTON</sup> & JAY ROBERTS Title: BRIDE & GROOM

Address: 14046 MIRAMAR AVE #2 MAD BCH, FL 33708

Day Phone: \* 727 564-3370 Evening Phone: same

Email: elephantz2@yahoo.com Fax: (727) 391-3609

Event Title/Name: ROBERTS/BASTON WEDDING Ceremony

Event Date: Oct. 15<sup>th</sup> 2011 Day of Week: SATURDAY

Hour(s): From: 5:30 a.m./p.m. To: 7:00 a.m./p.m.

Event Location: NORTHEND OF ARCHIBALD PARK

Set Up Date: OCT. 15 Set Up Time: 5:30 a.m./p.m.

Description of Event(s) / Summarize Activities (Please describe the event in detail. Attach a second sheet or supporting materials if necessary): We are going to have a marriage ceremony w/ about 100 guest for about an hour and a half total.

Is your event free and open to the public? Yes  No  (If not, please list details)

What is the estimated total attendance for this event? Approximately 100

Is your organization a non-profit entity or charity? Yes  No

If yes, what is the name of the charity/non-profit organization? [Signature]

- 1) A letter of authorization is **required** from the charitable/non-profit organization.
- 2) Please attach a copy of the organization's non-profit certificate.

Please state the mission of your organization. [Signature]

Is this a fundraiser specifically for the non-profit organization? Yes \_\_\_\_\_ No

What percentage of the gross proceeds will go to the non-profit organization? \$ \_\_\_\_\_

List amount, if any, donated to charities by your organization? \$ \_\_\_\_\_

Specify any organization(s) that will benefit directly from the proceeds of this event: \_\_\_\_\_

List number of employees, volunteers or others working the event? \_\_\_\_\_

Please describe how the event will impact the quality of life and overall image of Madeira Beach.

How will this event benefit the residents of the City of Madeira Beach? \_\_\_\_\_

Has the organization or event received financial or in-kind contributions from the City in the past?

Yes \_\_\_\_\_ No  If yes, please describe, including dates and amounts: \_\_\_\_\_

Describe in detail the specific in-kind and financial contributions requested from the City for the proposed event: \_\_\_\_\_

Does the organization or event receive funding or contributions from any other municipality or

County? Yes \_\_\_\_\_ No  If yes, please identify by name and amount: \_\_\_\_\_

\* Do you have proof of Liability Insurance for this event? NO

The applicant is required to possess liability insurance naming the City as additional insured in the amount of \$500,000. Does your group have proof of liability insurance naming the City as an additional insured? Yes \_\_\_\_\_ No  If so, what is the amount? \$ \_\_\_\_\_

Have you ever held this event in another location? Yes \_\_\_\_\_ No

If yes, please identify by City and State: \_\_\_\_\_

Please list two references that we may contact to discuss your proposed event.

Name: \_\_\_\_\_ Affiliation: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Affiliation: \_\_\_\_\_ Phone: \_\_\_\_\_

Please identify any waiver of current City of Madeira Beach Code of Ordinances that you are requesting for this event:

\_\_\_\_\_ Chapter 6, Alcoholic Beverages, Section 6-3. Open containers and consumption prohibited, Subsection (b) Special Permit

\_\_\_\_\_ Chapter 34, Environment, Article III, Noise, Section 34-87 (5), Radios, amplifiers, phonographs, etc... Amplified outdoor sound, music or live entertainment shall be prohibited between the hours of 9 pm and 7:30 am daily.

\_\_\_\_\_ Chapter 46, Public Solicitation, Section 46-1. Prohibited areas; times allowed.

\_\_\_\_\_ Chapter 58, Streets, Sidewalks and Other Public Places, Section 58-3. Outdoor sales and displays, Subsection (b)(1)

\_\_\_\_\_ Chapter 58, Streets, Sidewalks and Other Public Places, Street Closure

\_\_\_\_\_ Chapter 62, Taxation, Section 62-41. Special permits for nonprofit enterprise, Section 62-43. Operating from temporary quarters prohibited and Section 62-60, License tax schedule, Subsection (49) Exhibits and Attractions.

\_\_\_\_\_ Chapter 66, Traffic and Vehicles, Section 66-72. Parking in city parking lots and beach access easements, Subsections (4) Parking is only allowed during the hours of 6 am to 12 midnight and (5) Meters are in effect on all lots during the allowable hours of operation, seven days a week.

\_\_\_\_\_ Chapter 102, Signs, Subsection 102-155. Government and public purpose signs.... signs erected for special community events.

Do you plan any of the following activities? Please denote clearly on an attached site plan/map. (The attached appropriate forms must also be completed.)

\_\_\_\_\_ Permit fee

\_\_\_\_\_ Street Closures (Check Chapter 58, above) (Please list on a separate sheet of paper.)

\_\_\_\_\_ Display of outdoor/right of way signage during event (Check Chapter 102, above)

\_\_\_\_\_ Temporary structures (i.e. tents, stage, etc.) (See Application Supplement #1)

\_\_\_\_\_ Setting up of temporary structures (i.e. tents, stage, etc.) on public site for an event

\_\_\_\_\_ Outdoor cooking or fires (See Application Supplement #2)

\_\_\_\_\_ Parking meter waivers (Check Chapter 66, above)

\_\_\_\_\_ Hours of operation for park or facility (Check Chapter 66, above)  
\_\_\_\_\_ City's policy on reservation of shelters/pavilions (First come, first serve)

Identify shelter or pavilion \_\_\_\_\_

\_\_\_\_\_ Outdoor retail vending or sale of goods (Check Chapter 58, above)

\_\_\_\_\_ Trailer on-site or in park/beach

\_\_\_\_\_ Temporary electricity

\_\_\_\_\_ Fireworks (see Application Supplement #3)

\_\_\_\_\_ Music/Entertainment/Amplified Music (Check Chapter 34, above)

(Specify times) From: \_\_\_\_\_ a.m. / p.m. To: \_\_\_\_\_ a.m. / p.m.

\_\_\_\_\_ Event security

\_\_\_\_\_ Traffic/crowd control

\_\_\_\_\_ On-site medical team

\_\_\_\_\_ Sanitation services

\_\_\_\_\_ Off-site parking

\_\_\_\_\_ Other:

Specify: \_\_\_\_\_

Will vehicle(s) be entering any beach / park area(s)? Yes \_\_\_\_\_ No

If yes, describe: \_\_\_\_\_

Please specify any extraordinary details or requirements for your event. \_\_\_\_\_

**Parking:** Due to large attendance at some events, off-site parking is recommended. If off-site parking is utilized, exact remote parking locations must be identified in your submittal, along with specific routes, method of transportation, charges (if any) and hours that will be required to transport passengers to and from the event.

**Signage:** If you are requesting the placement of signs on public property in conjunction with your event, you need to specify the exact size, locations and wording of the graphics involved. This request requires City approval pursuant to Chapter 102, Section 102-155 of the Madeira Beach Code of Ordinances. Temporary banners are not permitted in any form or location.

**Use of City Property:** The City of Madeira Beach requires a fee/deposit for special events on public property. City property and surrounding public areas that are used for or impacted by special events must be returned to their original clean state, following the event. Failure to do so will result in forfeit of all or a portion of the deposit.

**Notes:** The City does not own tents, staging, portable toilets or tables and chairs for special events. The City reserves the right to require and charge for services (pre and post event) including police, fire, sanitation, utility usage and grounds maintenance, deemed necessary for the safe coordination and clean-up of any event.

**CITY OFFICIALS MAY REVOKE any/all special event permits when conditions become a public nuisance due to, but not limited to noise, smoke, fumes or additional fire hazards, including a "burn ban" issued by the State of Florida or Pinellas County.**

**Site Maps (Required):**

An area site map must be provided denoting all above referenced area(s) of activity, including boundaries of the event. All temporary structures and electrical supplies must be in accordance with the City of Madeira Beach guidelines accompanying this application.

**APPROVAL(S):**

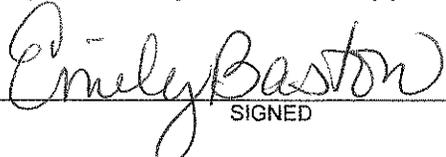
**I certify that the event will be open to all citizens and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, sexual orientation or physical impairment.**

In order to provide accommodations under the Americans with Disabilities Act, I certify that an accessible location will be set up for special assistance. Such location will be close to the designated parking for the disabled and staffed throughout the event. As necessary, the special assistance location will provide wheelchairs and volunteers to help push wheelchairs throughout the site of the event.

**I certify that I/We will be responsible for the preservation, sanitation and cleanup of the areas used for the Special Event. I/We certify that there are no misrepresentations in foregoing statements and answers and that the facts contained in this request are accurate.**

- I have attached a Site Plan of the Event Setup, to this application.
- I have attached a copy of my organization's non-profit certificate, to this application.
- I agree to obtain the required liability insurance and to secure all necessary city / county / state permits and licenses.

**This application along with any other required information must be submitted to the City Manager's Office for review not less than 60 days or more than 120 days prior to the scheduled event. Applications shall be reviewed and approved by all affected City departments prior to final approval by the Board of Commissioners**

 _____ SIGNED	<u>BRIDE</u> _____ TITLE
Name: <u>Emily BASTOW</u> (Please print)	<u>6-29-11</u> _____ DATE

**NEW BUSINESS:  
AGENDA ITEM 5d.**

**CONSIDER AUTHORIZATION FOR A SPECIAL EVENT PERMIT FOR THE 23<sup>RD</sup> ANNUAL OLD SALT FISHING FOUNDATION LADIES INSHORE/OFFSHORE FISHING TOURNAMENT ON AUGUST 11, 2011 AND AUGUST 13, 2011 HOSTED BY THE OLD SALT FISHING CLUB.**

# MADEIRA BEACH BOARD OF COMMISSIONERS

## July 26, 2011 – Agenda Report

**PREPARED BY:** Francine L. Etere, Administrative Assistant / Business Tax Official  
through Bill Mallory, Interim City Manager 0718/11

**SUBJECT:** **Special Event Permit for the 23rd Annual Old Salt Fishing Foundation Ladies Inshore / Offshore Fishing Tournament – August 11, 2011 and August 13, 2011** hosted by the Old Salt Fishing Club

**BACKGROUND:** The Old Salt Fishing Foundation plans to host the 23rd Annual Old Salt Fishing Foundation Ladies Inshore / Offshore Fishing Tournament at the Madeira Beach Marina. This event is open to the public and there is no cost to attend the event. The Captains' meeting is planned for Thursday, August 11 between 6 and 10 p.m. Food, tents, static and interactive displays, amplified music and alcoholic beverages are proposed for the event.

An estimated 500 people are expected to attend over the weekend. On Saturday, August 13, activities will begin at 2 p.m., outdoor sales and displays, and music will continue until 10 p.m.

**DISCUSSION:** Pursuant to City Code Chapter 42, Sections 42.19, special event approval from the Board of Commissioners (BC) is contingent upon a determination that:

- a. Surrounding and nearby properties are protected from adverse conditions that may reasonably be expected to result from the special event.
- b. The proposed special event is not likely to create hazardous vehicular or pedestrian traffic conditions.
- c. Adequate utilities, drainage, sanitation management, emergency services and access, traffic control, security and other necessary facilities and services are available and have been approved by the appropriate authorities.
- d. All applicable laws and regulations of the city and of any other regulatory body or agency will be met prior to the special event.
- e. Whether waivers of City of Madeira Beach Code of Ordinance provisions are appropriate for the event.

As reflected within the attached application, the Club is requesting a number of waivers and approvals for the event. Staff's analysis of the application is attached hereto.

**COMMISSION ACTION:** I move to authorize the Old Salt Fishing Club to host the 23rd Annual Old Salt Fishing Foundation Ladies Inshore / Offshore Fishing Tournament – August 11, and August 13, 2011 with the following conditions:

1. Use of City Marina for event subject to off-duty deputies and or private security agency to manage traffic flow and crowd control;
2. A waiver of Sec. 34-87(5) to allow amplified sound on August 11 and August 13, 2011 until 10 p.m.;
3. A waiver of Sec. 58-3 to allow outdoor sales and displays;
4. A waiver of Sec. 6-3 to allow open containers and consumption of alcoholic beverages.
5. Approval of Sec. 102-155 allowing special community event signs, to be removed by August 16;
6. Approval of Sec. 62-41 and a waiver of Sec. 62-60 item (49) fees for temporary vendors;
7. Payment of \$550 event deposit

**ATTACHMENTS:**

- Special Event Application – Staff Report and Tracking Form

**AGENDA ITEM:** 5d

## APPLICATION FOR SPECIAL EVENT

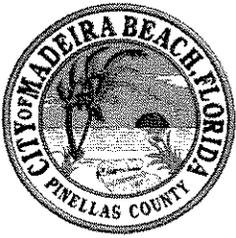
**Event Title/Name:** 23rd Annual Old Salt Fishing Foundation Ladies Inshore / Offshore Fishing Tournament  
**Organization:** Old Salt Fishing Foundation  
**Dates:** Thursday, August 11, 2011 from 6 p.m. – 10 p.m.  
Saturday, August 13, 2011 from 2 p.m. – 10 p.m.

### Staff Report:

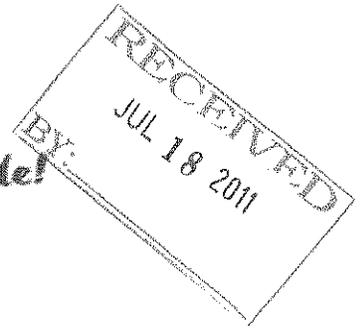
The Old Salt Fishing Club has requested the City approve a Special Event Permit for the 23rd Annual Old Salt Fishing Foundation Ladies Inshore / Offshore Fishing Tournament. One of the primary reasons the City adopted a special events ordinance was to better identify the City's support, including financial and in-kind contributions for special events. We also established an application fee and deposits for special events. Based upon the application presented by the Old Salt Fishing Foundation, several waivers and approvals are requested for the event as outlined below with corresponding staff review and comments.

- (a) Chapter 34, Environment, Article III, Noise, Section 34-87 (5), Radios, amplifiers, phonographs, etc... Amplified outdoor sound, music or live entertainment shall be prohibited between the hours of 9 pm and 7:30 am daily. Due to the amplification of music and announcements, the Old Salt Fishing Club is seeking a waiver relative to the noise ordinance until 10 p.m. on Thursday, August 11, 2011, for the Captains' Meeting and Saturday August 13, 2011. *Per section 34.89 of the Code of Ordinance no waiver is needed.*
- (b) Chapter 58, Streets, Sidewalks and Other Public Places, Section 58-3. Outdoor sales and displays. The application requests a waiver for outdoor sales and displays for an event not exempted in Section 58-3. The Board of Commissioners may, upon special application, permit outdoor sales and displays during other appropriate times. The Old Salt Fishing Club proposes a series of interactive and static displays at the Madeira Beach Marina as well as sales of various merchandise and goods. *Staff has no objection to a waiver for this purpose.*
- (c) Outdoor tents and cooking are proposed as reflected within the application materials for the Marina's parking lot area. There will be both outdoor sales and consumption of alcoholic beverages for the event. Tents, outdoor cooking and on-premise consumption of open alcoholic are not permitted within the City's regulations for the Marina. *Staff has no objection to the tents and displays on the marina property provided any damages are repaired.*
- (d) Chapter 6, Alcoholic Beverage, Section 6-3. Open containers and consumption. The Old Salt Fishing Foundation is seeking waiver relative to the open containers and consumption. The Board of Commissioners may suspend the open container and consumption prohibitions by written permit for special events. *Staff has no objection to this waiver.*
- (e) Chapter 62, Taxation, Section 62-41. Special permits for nonprofit enterprise, Section 62-43. Operating from temporary quarters prohibited and Section 62-60, License tax schedule, Subsection (49) Exhibits and Attractions. Permits and fees are anticipated in Section 62.41 for non-profit enterprises conducting special events and for vendors operating from temporary quarters. The Old Salt Fishing Club is specifically requesting the City waive the temporary per day tax per vendor of \$24.26 established in Section 62-60 (49). *Staff has no objection to the waiver as the levy is permissive and the City will incur expense in administration of the tax for each event vendor.*
- (f) Chapter 102, Signs, Subsection 102-155. Government and public purpose signs. The Old Salt Fishing Club is requesting approval pursuant to Section 102-155 to place event signage both on public and private properties for directional, parking and promotional purposes. *Staff has no objection to the requested approval pursuant to Section 102-155.*
- (g) Special Events Application Fee and Deposit. There is a special event application fee of \$100 in connection with their permit request for the event. In addition to the application fee, a deposit of \$275 per day, \$550 total is required pursuant to the City's Fees and Collection Procedures for the event. The deposit is intended to provide funds for us to restore any damage to public property or reimburse the City for any services incurred during the event that were not identified during the approval phase.

Note: See attached tracking form for staff reviews and sign-offs



**Madeira Beach**   
... two miles long and a **SMILE** wide!



## APPLICATION FOR SPECIAL EVENT

Please complete the following form and return to the City Manager's Office, located at 300 Municipal Drive, Madeira Beach, Florida 33708 or by facsimile to 727.399.1131. If you require assistance with completion of the form, please contact our office at (727) 391-9951 x 228.

Event Title/Name: 23<sup>rd</sup> Annual Ladies Inshore/Offshore Fishing Tournament

Organization Name: Old Salt Fishing Foundation

Event Coordinator/Applicant: Jill Foraker Title: Secretary

Address: PO Box 8564 Madeira Beach, FL 33738

Day Phone: 727-216-6599 Evening Phone: 727-422-6420

Email: info@oldsaltfishingfoundatio  
n.org Fax: 727-216-6602

Event Date: Thursday August 11,  
2011 (Captain's  
Meeting) Saturday  
August 13, 2011  
(Weigh-In) Day of Week: Set up on Wednesday  
the 10<sup>th</sup> and Thursday  
& Saturday

Aug 11th –  
6pm-10pm

August 13th  
2pm – 10pm

Hour(s): From: \_\_\_\_\_

Event Location: 503 – 150<sup>th</sup> Avenue Madeira Beach FL 33708

Set Up Date: Wednesday August 10<sup>th</sup>, 2011 Set Up Time: 9am (all day) a.m. / p.m.

Description of Event(s) / Summarize Activities (Please describe the event in detail. Attach a second sheet or supporting materials if necessary): All Ladies Inshore / Offshore Fishing Tournament. The Old Salt Ladies tournament has been held in Madeira Beach for 22 years and was held at this location in 2007-10.

Yes  No  (If not, please list details)

The event is free to the public/spectators-there is no cost to attend.

What is the estimated total attendance for this event? 500 participants & spectators

Is your organization a non-profit entity or charity? Yes  No

If yes, what is the name of the charity/non-profit organization? Old Salt Fishing Foundation

- 1) A letter of authorization **is required** from the charitable/non-profit organization.
- 2) Please attach a copy of the organization's non-profit certificate.

Please state the mission of your organization. For more than 40 years the Old Salt Fishing Foundations mission has been to support family interaction and camaraderie through sport fishing and recreation, science, conservation and education. Ultimately we focus on community service efforts and provide financial support to various local non-profit organizations.

Is this a fundraiser specifically for the non-profit organization? Yes  No

What percentage of the gross proceeds will go to the non-profit organization? \$ 100%

List amount, if any, donated to charities by your organization? \$

Specify any organization(s) that will benefit directly from the proceeds of this event:

The Celma Mastry Ovarian Cancer Foundation and All Children's Hospital

List number of employees, volunteers or others working the event? 30+ Volunteers

Please describe how the event will impact the quality of life and overall image of Madeira Beach.

This event supports The City of Madeira Beach Fishing Community, while raising money for local children's charities. It will also help the Marina in advertising for the Ships Store, Marina services and storage.

How will this event benefit the residents of the City of Madeira Beach? Fun, family event that

Supports local charities.

Has the organization or event received financial or in-kind contributions from the City in the past?

Yes  No  If yes, please describe, including dates and amounts: The Old Salt

Fishing Foundation holds our annual Ladies tournament at the City Marina where we have received monetary sponsorship dollars as well as in-kind support.

proposed event: City wave charges for renting the field as well as fee's for permits (tents) etc.

Does the organization or event receive funding or contributions from any other municipality or County? Yes  No  If yes, please identify by name and amount:

Do you have proof of Liability Insurance for this event? YES

The applicant is required to possess liability insurance naming the City as additional insured in the amount of \$500,000. Does your group have proof of liability insurance naming the City as an additional insured? Yes  No  If so, what is the amount? \$

Have you ever held this event in another location? Yes X No \_\_\_\_\_

If yes, please identify by City and State: American Legion Post 373, Madeira Beach, FL \_\_\_\_\_

Please list two references that we may contact to discuss your proposed event.

Name: Celma Mastry Ovarian Cancer  
Fundation Affiliation: Charity Phone: 727-224-8703

Name: PARC Affiliation: Charity Phone: 727-345-9111

Please identify any waiver of current City of Madeira Beach Code of Ordinances that you are requesting for this event:

X Chapter 6, Alcoholic Beverages, Section 6-3. Open containers and consumption prohibited, Subsection (b) Special Permit

X Chapter 34, Environment, Article III, Noise, Section 34-87 (5), Radios, amplifiers, phonographs, etc... Amplified outdoor sound, music or live entertainment shall be prohibited between the hours of 9 pm and 7:30 am daily.

\_\_\_\_\_ Chapter 46, Public Solicitation, Section 46-1. Prohibited areas; times allowed.

X Chapter 58, Streets, Sidewalks and Other Public Places, Section 58-3. Outdoor sales and displays, Subsection (b)(1)

X Chapter 58, Streets, Sidewalks and Other Public Places, Street Closure

\_\_\_\_\_ Chapter 62, Taxation, Section 62-41. Special permits for nonprofit enterprise, Section 62-43. Operating from temporary quarters prohibited and Section 62-60, License tax schedule, Subsection (49) Exhibits and Attractions.

X Chapter 66, Traffic and Vehicles, Section 66-72. Parking in city parking lots and beach access easements, Subsections (4) Parking is only allowed during the hours of 6 am to 12 midnight and (5) Meters are in effect on all lots during the allowable hours of operation, seven days a week.

X Chapter 102, Signs, Subsection 102-155. Government and public purpose signs.... signs erected for special community events.

Do you plan any of the following activities? Please denote clearly on an attached site plan/map. (The attached appropriate forms must also be completed.)

\_\_\_\_\_ Permit fee

\_\_\_\_\_ Street Closures (Check Chapter 58, above) (Please list on a separate sheet of paper.)

X Display of outdoor/right of way signage during event (Check Chapter 102, above)

X Temporary structures (i.e. tents, stage, etc.) (See Application Supplement #1)

- Setting up of temporary structures (i.e. tents, stage, etc.) on public site for an event
- Outdoor cooking or fires (See Application Supplement #2)
- Parking meter waivers (Check Chapter 66, above)

\_\_\_\_\_ Hours of operation for park or facility (Check Chapter 66, above)

\_\_\_\_\_ City's policy on reservation of shelters/pavilions (First come, first serve)

*Identify shelter or pavilion* \_\_\_\_\_

Outdoor retail vending or sale of goods (Check Chapter 58, above)

Trailer on-site or in park/beach

Temporary electricity

\_\_\_\_\_ Fireworks (see Application Supplement #3)

Music/Entertainment/Amplified Music (Check Chapter 34, above)

(Specify times) From: \_\_\_\_\_ a.m. / p.m. To: \_\_\_\_\_ a.m. / p.m.

\_\_\_\_\_ Event security

\_\_\_\_\_ Traffic/crowd control

\_\_\_\_\_ On-site medical team

\_\_\_\_\_ Sanitation services

\_\_\_\_\_ Off-site parking

\_\_\_\_\_ Other:

*Specify:* \_\_\_\_\_

Will vehicle(s) be entering any beach / park area(s)?      Yes       No \_\_\_\_\_

If yes, describe: Committee vehicals and boats displayed

Please specify any extraordinary details or requirements for your event. \_\_\_\_\_

**Parking:** Due to large attendance at some events, off-site parking is recommended. If off-site parking is utilized, exact remote parking locations must be identified in your submittal, along with specific routes, method of transportation, charges (if any) and hours that will be required to transport passengers to and from the event.

**Signage:** If you are requesting the placement of signs on public property in conjunction with your event, you need to specify the exact size, locations and wording of the graphics involved. This request requires City approval pursuant to Chapter 102, Section 102-155 of the Madeira Beach Code of Ordinances. Temporary banners are not permitted in any form or location.

**Use of City Property:** The City of Madeira Beach requires a fee/deposit for special events on public property. City property and surrounding public areas that are used for or impacted by special events must be returned to their original clean state, following the event. Failure to do so will result in forfeit of all or a portion of the deposit.

**Notes:** The City does not own tents, staging, portable toilets or tables and chairs for special events. The City reserves the right to require and charge for services (pre and post event) including police, fire, sanitation, utility usage and grounds maintenance, deemed necessary for the safe coordination and clean-up of any event.



## APPLICATION FOR SPECIAL EVENT

### SUPPLEMENTAL APPLICATION #2 – OUTDOOR COOKING

(Attach to Master Application for Special Event Approval)

---

Event Title/Name: 23rd Anniversary Old Salt Ladies Inshore/Offshore Fishing Tourantment  
Event Date: AUGUST 11 & 13, 2011 Day of Week Thursday and Saturday  
Event Location: 503 150 Ave Madeira Beach FL 33708

### **\*NO COOKING IS ALLOWED ON THE BEACH\***

#### OUTDOOR COOKING IN PARK(S) and BEACH PARKING AREA:

Will cooking be conducted in public/park area(s)? Yes  No

If yes, identify park: Madeira Beach Municipal Marina

Will cooking be conducted in Beach Parking area(s)? Yes  No

If yes, identify area(s): \_\_\_\_\_

Will cooking be conducted outdoors on private property(ies)? Yes  No

If yes, identify location(s): \_\_\_\_\_

What cooking source(s) will be used? Propane  Charcoal  Electrical

Will Food/Craft Vendors be part of the event? Yes  No

If yes, see guidelines:

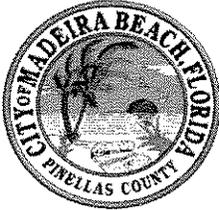
---

#### GUIDELINES FOR OUTDOOR COOKING:

**Charcoal:** Charcoal cooking must be done in an approved outdoor grill (Metal). Responsible party must follow manufacturers' safety procedures and adhere to any warnings when using grilling equipment. Approved metal containers shall be provided for the disposal of coals and ashes.

**Propane:** Listed outside cooking appliances shall be installed in accordance with their listing and the manufacturer's instructions. Unlisted units shall be installed outdoors with clearances to combustible material of not less than 36 inches at the sides and back and not less than 48 inches at the front. Total propane cookware must be inspected prior to approval. Dry power extinguisher (2A10BC) must be readily available at all times.

**Electrical:** Only a limited number of receptacles are available from the City of Madeira Beach.



## APPLICATION FOR SPECIAL EVENT

### APPLICATION SUPPLEMENT #1 - TEMPORARY STRUCTURE(S)

(Attach to Master Application for Special Event Approval)

Event Title/Name: 23rd Anniversary Old Salt Ladies Inshore/Offshore Fishing Tournament

Event Date: August 11 & 13, 2011 Day of Week Thursday and Saturday

Event Location: 503 150<sup>th</sup> Ave Madeira Beach FL 33708

Will temporary structures be used in the event? Yes X No \_\_\_\_\_

Type of temporary structures? Tent X Stage X Bleachers \_\_\_\_\_

Other (Please describe): \_\_\_\_\_

What will the structures be used for? Host Captains Meeting and Weigh In

Who is supplying the structures? Smith Tents

Will cooking be conducted in the structures? Yes \_\_\_\_\_ No X

What are the structures constructed of? Smith will supply fire certification and permits

(If the structure is a tent, please attach a current Flame Spread Certificate)

If the structure is a tent, does it have open sides? Yes X No \_\_\_\_\_

#### **GUIDELINES FOR TEMPORARY STRUCTURES / TENTS:**

- All structures must be accessible by fire equipment, structurally stable, and flame resistant.
- There must be separate tents for cooking and dining.
- If there are over 100 people in attendance, emergency lighting must be provided.
- Fire Extinguishers must be a minimum of 2A-10BC in each tent (40BC for fat fryers.)
- Heat producing appliances shall not sit on combustible surface(s) (tables, saw horses, etc.)
- Cooking vendors must be allocated a minimum of 8 feet separation between them.

#### **Electrical:**

Electrical connections shall consist of only approved main disconnect panels, complete with circuit breakers and a limited number of receptacles available from the City.

Extension cords (temporary wiring) shall comply with NEC Article 305. Each extension cord shall be plugged directly into an approved receptacle and shall, except for approved multiplying extension cords, serve only one appliance or fixture. Extension cords shall be in good condition without splices, deterioration, or damage. Extension cords shall be of grounded type when servicing grounded appliances or fixtures.

**Ground fault protection shall be provided to supply temporary power to equipment being used by personnel.**

**CITY OFFICIALS MAY REVOKE any/all special event permits when conditions become a public nuisance due to, but not limited to noise, smoke, fumes or additional fire hazards, including a "burn ban" issued by the State of Florida or Pinellas County.**

**Site Maps (Required):**

An area site map must be provided denoting all above referenced area(s) of activity, including boundaries of the event. All temporary structures and electrical supplies must be in accordance with the City of Madeira Beach guidelines accompanying this application.

**APPROVAL(S):**

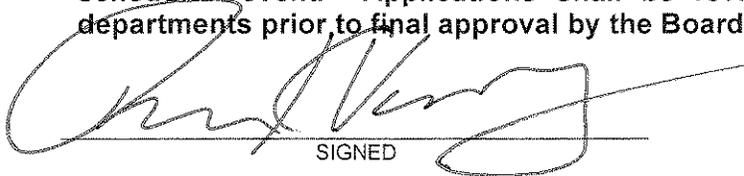
**I certify that the event will be open to all citizens and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, sexual orientation or physical impairment.**

In order to provide accommodations under the Americans with Disabilities Act, I certify that an accessible location will be set up for special assistance. Such location will be close to the designated parking for the disabled and staffed throughout the event. As necessary, the special assistance location will provide wheelchairs and volunteers to help push wheelchairs throughout the site of the event.

**I certify that I/We will be responsible for the preservation, sanitation and cleanup of the areas used for the Special Event. I/We certify that there are no misrepresentations in foregoing statements and answers and that the facts contained in this request are accurate.**

- € I have attached a Site Plan of the Event Setup, to this application.
- € I have attached a copy of my organization's non-profit certificate, to this application.
- € I agree to obtain the required liability insurance and to secure all necessary city / county / state permits and licenses.

**This application along with any other required information must be submitted to the City Manager's Office for review not less than 60 days or more than 120 days prior to the scheduled event. Applications shall be reviewed and approved by all affected City departments prior to final approval by the Board of Commissioners**

  
SIGNED

President  
TITLE

Name: Thomas K Verdovsky  
(Please print)

7/13/11  
DATE



PO Box 8564 • Madeira Beach FL 33738 • 727-497-1060 • Fax: 727-867-9388  
www.oldsaltfishing.org • info@oldsaltfishingfoundation.org

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

Re: Application for Special Event

This letter will serve as the authorization for the Old Salt Fishing Foundation to present the **23rd Anniversary Old Salt Ladies Inshore / Offshore Fishing Tournament** to be held August 11 & 13, 2011 at Madeira Beach Municipal Marina, 503 150 Ave Madeira Beach FL 33708.

The Old Salt Fishing Foundation is dedicated to support family interaction and camaraderie through sportfishing for recreation, science, conservation and education. During 2010 through our fishing tournaments and other events, we donated in excess of \$50,000 to aid local charities and support our scholarship program in the marine science department at the University of South Florida.

It is through the generosity of supporters of our events, like the City of Madeira Beach, that we can offer annual help to the following local organizations that our events support:

The Children's Dream Fund [www.childrensdreamfund.org](http://www.childrensdreamfund.org)  
Celma Mastry Ovarian Cancer Foundation [www.celmamastryovariancancer.org](http://www.celmamastryovariancancer.org)  
Pinellas Association for Retarded Children [www.parc-fl.org](http://www.parc-fl.org)  
TASCO (Teen Arts, Sports & Cultural Opportunities) [www.st.pete.org/recreation.teens.htm](http://www.st.pete.org/recreation.teens.htm)  
All Children's Hospital [www.allkids.org](http://www.allkids.org)  
Exceptional Kids at Walsingham Elementary School <http://walsingham-es.pinellas.k12.fl.us>  
Shriner's Hospital [www.shrinershq.org](http://www.shrinershq.org)  
Ronald McDonald House of St. Petersburg <http://www.rrnhc.com>  
Florida Blood Services [www.fbsblood.org](http://www.fbsblood.org)  
Big Brothers Big Sisters of Pinellas County [www.bbbsa.org](http://www.bbbsa.org)  
Old Salt Scholarship Fund [www.flseagrant.org/employment/2003aylesappli.htm](http://www.flseagrant.org/employment/2003aylesappli.htm)

Thank you for giving us the opportunity to spotlight the good work that your partnership helps the Old Salt's support.

Sincerely,

Jill Foraker  
Secretary

**AGENDA ITEM 6.  
CORRESPONDENCE**

**AGENDA ITEM 7.  
ADJOURNMENT**