



**BOARD OF COMMISSIONERS  
REGULAR MEETING AGENDA  
Wednesday, August 09, 2023 at 6:00 PM  
Commission Chambers**

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

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

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

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

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

## **8. CONSENT AGENDA**

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

### **A. Approval of Minutes**

## **9. PUBLIC HEARINGS**

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

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

**C.** Ordinance 2023-24, FRS Reinstatement - 1st Reading & Public Hearing

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

## **10. UNFINISHED BUSINESS**

**A.** Tom and Kitty Stuart Park Parking

**B.** Fitness Center Public Usage

## **11. CONTRACTS/AGREEMENTS**

**A.** Gulf Beaches Public Library Service Contract

**B.** Approve Pinellas Public Library Cooperative Renewal Agreement

**C.** Facility Use Contract - The Spring Games, LLC

## **12. NEW BUSINESS**

**A.** Employer Contribution to Health and Dental Premium

**B.** Commission - Prior Issues on Developments, Litigation

## **13. STAFF REPORTS**

## **14. AGENDA SETTING**

**A.** Interviews with the two Law Firms that responded to RFQ 23-08 City Attorney - Trask Daigneault, LLP and Weiss Serota Helfman Cole & Bierman, P.L.

**B.** Amendment to ALS First Responder Agreement

- C. Smoking/Vaping Ban on Sand, Parks, Public Places
- D. RFI 2023-06 Engineering Continuing Services - Engineers of Record

**15. REPORTS/CORRESPONDENCE**

- A. Board of Commissioners
- B. City Attorney
- C. City Manager
- D. City Clerk

**16. ADJOURNMENT**

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

*Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the minutes to be transcribed verbatim; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Clerk at 727-391-9951, ext. 231 or 223 or fax a written request to 727-399-1131.*



**MINUTES**  
**BOARD OF COMMISSIONERS**  
**BUDGET WORKSHOP MEETING**  
**JUNE 28, 2023**  
**4:00 P.M.**

The City of Madeira Beach Board of Commissioners held a budget workshop meeting at 4:00 p.m. on June 28, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

**MEMBERS ABSENT:** David Tagliarini, Commissioner District 1

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

**1. CALL TO ORDER**

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

**2. ROLL CALL**

City Clerk Clara VanBlargan called the roll. Commissioner Tagliarini was absent.

**3. PUBLIC COMMENT**

There were no public comments.

**4. TOPICS FOR DISCUSSION**

**A. 2023 Budget Workshop #3 – 6/28/2023**

City Manager Robin Gomez and Finance Director Andrew Laffin provided an overview and responded to questions and comments from the Board of Commissioners.

The budget document included:

- Advalorem Analysis – Through June 2023 (FY 2015 – FY 2023)
- Pinellas County Historical Property Tax Bill Calculation FY 2017 – FY 2022 (3% Annual Assessed Value Increase)

- Mike Twitty, Pinellas County Property Appraiser – 2023 Taxable Value by Taxing Authority as of May 30, 2023 – 2023 Estimates
- FY 2023 Proposed Budget Amendment #2
- Budget vs. Actual – Revenue Comparison by Fund & Department
- Budget vs. Actual – Expenditure Comparison by Fund & Department
- FY 2024 Budget Overview
  - FY 2024 Budget Summary – Fund Overview
    - § Funds by Revenues
    - § Funds by Expenses
    - § Budget Summary by Character
    - § Budget Summary by Function
  - FY 2024 Fund and Department Revenue and Expense Detail
    - § Budget Revenue and Expense Detail for each Fund / Department
  - FY 2024 Personnel Summary
    - § Funded Positions and Personnel Services 2017 - 2024
  - FY 2024 Multi-Year Capital Improvement Plan
    - § Capital Listing FY 2023 - 2030

Following discussion, Mr. Laflin asked the Board to provide a consensus on the proposed millage rate at the July budget workshop. He would need to submit it to the property appraisers no later than the end of July or the beginning of August. The budget amendment will be brought forward for approval at the July regular meeting.

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

## 5. ADJOURNMENT

Mayor Rostek adjourned the meeting at 5:26 p.m.

ATTEST:

\_\_\_\_\_  
James “Jim” Rostek, Mayor

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



**MINUTES**

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**MEMBERS ABSENT:** David Tagliarini, Commissioner District 1

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

**1. CALL TO ORDER**

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

**2. ROLL CALL**

City Clerk Clara VanBlargan called the roll. Commissioner Tagliarini was absent.

**3. PUBLIC COMMENT**

Darren McClellan, president of Madeira Beach Youth Baseball and Softball, said they completed their spring season, and three of their teams made the state tournament, in which two were runners-up. That qualified them to go to the World Series. The City of Madeira Beach has been their title sponsor and has given money in the past to help with the cost. He hoped that would continue.

The consensus of the Board was to continue to support the league.

Christina Auton, 544 Johns Pass Avenue, said she has approximately 145 signatures in support of a change to the waterfront setback limitations in the Code.

Bill Howell, 497 Johns Pass Avenue, said there were allegations that the City has not followed code requirements for issuing building permits and collecting permit fees. He made the following points regarding a lawsuit filed against the Madeira Beach Town Center developers:

1. A required itemized total cost and certified estimate had never been submitted for the Cambria and two condominiums on 150<sup>th</sup> Avenue. For every million dollars underestimated, it costs the City \$25,000.
2. Condo B Development, LLC submitted a building permit that did not include a required site plan.
3. Madeira Hotel Investors submitted a purported lease for 35 parking spaces with Triangle Parking, LLC. The lease did not provide the required parking spaces because they were unavailable during the construction of Hotel B and the attached parking garage.

He asked the Board to consider asking the City Manager to investigate the allegations and report to the Commission at the next meeting.

The Mayor asked if they needed to address it. The City Manager said the lawsuit was between private entities. Commissioner Brooks said the City does internal checks and balances within the Building Department, and she does not see the value in going back to 2017. The Mayor asked the City Attorney if he thought the City would get involved in the lawsuit. The City Attorney said no, as of today.

Mr. Howell said the lawsuit referred to an agreement that was reached in February 2022. The City Attorney said the City is not a party to the agreement.

Vice Mayor Kerr said they should review Mr. Howell's comments to see if there is anything they should be concerned about from the City's standpoint.

Peter (? last name), 182 148<sup>th</sup> Avenue East, said there had been allegations of selective enforcement of code and encouraged the Board to consider looking to see if there was merit to them.

The Mayor asked the City Manager to look into it and report back.

Doug Andrews, 90 141<sup>st</sup> Avenue E., said they should let the courts or the state decide and then act accordingly. There is no reason the City Manager should look into something that happened five or six years ago. They should spend their time on things that need their attention.

Jason Hoch, Normandy Road, said he could not enjoy his backyard because there is no shade, and he has a setback issue. It is a major issue they need to address from a code perspective.

Bill Howell, 497 Johns Pass Avenue, asked the Board to tie the last two topics together. He refers to it as the preferred resident arrangement in Madeira Beach. He reviewed examples and documentation with the Mayor and City Manager where the City applied ordinances differently between two adjacent neighbors. It is a real issue needing cleaning up.

#### **4. DISCUSSION ITEMS**

### A. Discuss Liveboard Vessels

Sergeant Ronald Blair, Pinellas County Sheriff's Office, said the biggest problem they have with other city ordinances is that their definition of a liveboard vessel does not match the state definition. Madeira Beach does match. The state defines a liveboard vessel as follows:

1. A vessel used solely as a residence and not for navigation.
2. A vessel for which a declaration of domicile has been filed. Sergeant Blair said he had never seen this.
3. A vessel used as a residence that does not have an effective means of propulsion for safe navigation. Sergeant Blair said it would be a derelict vessel and be handled criminally.

It is difficult to determine if a boat is used solely as a residence and not for navigation.

Mayor Rostek asked if Sec. 78-61(1) of Ordinance 2019-21, all liveboard vessels must be docked in a licensed marina facility located within the C-4 zoning district could be enforced if they can identify it. Sergeant Blair said yes. Currently, the City does not have any liveboard or derelict vessels.

Vice Mayor Kerr asked if there was anything a local ordinance could do about a boat anchoring indefinitely. Sergeant Blair said there was nothing a local ordinance could do until they identified the boat as a liveboard.

Vice Mayor Kerr asked if they had the ability to put a GPS tag on a vessel and be able to revisit it at a later time. Sergeant Blair said they have GPS locations to identify where the boat is, but they would need a search warrant for an active GPS location to see if a boat moved. Vice Mayor Kerr asked how they could help as a community. Sergeant Blair said if they see something they want investigated to call the Sheriff's Office.

Mayor Rostek opened to public questions and comments.

1. Were they citing dingy boats that did not have proper lighting? Sergeant Blair said they were.
2. Did the Board have plans to increase the density of liveboard vessels approved for the Municipal Marina? The City Manager said they could look into it. Brian Crabtree, the Marina Manager, said the Marina is full of what they can take on for liveboards. There is only one dock that can support them. The City Manager said they were not looking to expand the current footprint of the Marina.
3. Liveboards have an environmental impact. How can the sewage be addressed? Sergeant Blair said boats 26 feet and larger are required to have a marine sanitation device, and only the Coast Guard can regulate them. The Sheriff's Office can regulate the vessels that are required to have marine toilets. They can inspect the toilets to make sure they are

functioning properly, and they can inspect a pump-out service if there is one. The deputies must see waste being dumped in the water to enforce it.

4. Is there a way to mandate registrations or insurance requirements? Sergeant Blair said he did not know.
5. Vice Mayor Kerr asked if they passed something a few years ago requiring liveaboards to show receipts or documentation of pump-outs on a regular basis. Sergeant Blair said he did not know if there was anything in the City's ordinance, but there are mooring fields that require pump-out receipts to moor there. The Mayor said Sec. 78-6 (c) in Ordinance 2019-21 addresses it but does not specify if it is just in the Marina. Vice Mayor Kerr said it might be something to look into. Sergeant Blair said he would.

Commissioner Brooks did not think it was a good ordinance because the verbiage did not pertain to the boats that are anchored in the waterway. By definition, the boats out there are not liveaboards and cannot be enforced. Sergeant Blair said the state only allows cities to regulate liveaboards. The ordinance is enforceable but hard to enforce.

## **B. The City of Madeira Beach Master Plan and Land Development Regulations**

The Item was moved from Item I. on the Agenda.

The City Manager said the City's goal is to update the Master Plan this year.

Andrew Morris, Long-Range Planner, gave a presentation on the following:

1. A brief overview of the Madeira Beach Master Plan.
2. Resolution 02.21 – Adopted the concept of the Master Plan.
3. Ordinance 984 – Proposed to amend multiple elements in the Comprehensive Plan to implement the 2002 Master Plan. It was voted down at the second reading.

Jerry Murphy, University of Florida and Planning Consultant to the City, presented how they might move forward with John's Pass Village. They may want to look at the overall community character as redevelopment moves forward. It is important to handle the redevelopment and keep the village working.

Mr. Murphy suggested looking at the Duany Plan, identifying the relevant provisions, and evaluating them. The results should be compiled and quantified during the vision planning process so the land development regulations can be implemented.

Mr. Murphy listed the following timeline considerations:

1. Budget
2. Grant Opportunities
3. Budget Planning and Hearings
4. Community Participation, Summer Vacations, and Absences

## 5. County, Regional, and State Involvements and Procedural Requirements

Vice Mayor Kerr asked what the first steps would be to move forward with it. Mr. Murphy recommended directing it to the Local Planning Agency as an issue for them to take up. Let them construct a scope to move forward to recommend to the Board. Commissioner Brooks agreed. They need to do something. If they do not, the City will continue to change haphazardly without architectural guidelines.

Vice Mayor Kerr asked how it would be proposed to the Planning Commission. Mr. Murphy said by motion. Then the City Manager would work with the Planning Commission Chairperson and Community Development staff to develop a process.

Mayor Rostek opened to public comment.

Peter (? last name), 182 148<sup>th</sup> Avenue E., said it is important to get it right. They need to start with a framework. They need a roadmap with guiding principles. They need to commit to the Master Plan as their vision, strategy, and legacy.

Chuck Dillon, 529 Lillian Drive, suggested seeing what has been approved in the Town Center and Marina through a three-dimensional view coming across the bridge and waiting on John's Pass so that what they have and what would be new would be blended.

The consensus of the Board was to have staff discuss and review and bring something back to the July or August Regular Meeting for direction to the Planning Commission.

### **C. City Dog Park Improvement Discussion**

Recreation Director Jay Hatch said they had not committed any funding to the project. They are still in the research phase. He will obtain the true numbers to ensure the right decision is made at the right cost.

Commissioner Brooks said the Board had made it clear they wanted to listen to everyone, which they needed to. They will do due diligence based on community feedback, and when it is done, they will vote.

Vice Mayor Kerr said he had seen a lot of pushback on the price, not the idea of improving the area. Where is it on the priority list when they talk about that kind of money? Could it be done in phases so it is an improvement project over time, not a million-dollar dog park? He asked how often the park is used. The City Manager said daily.

Vice Mayor Kerr said he hoped to have quotes for the different areas come in so they could put the considerations in the discussions. Director Hatch said they would.

Commissioner McGeehen agreed the dog park could be used for special events, and it is not fair for dog owners to use it the way it is now. He said they had talked about a 10-year plan. There are

dog parks that serve beer and wine Friday, Saturday, and Sunday, where all the revenue goes toward the dog park. Money could be generated from advertising banners.

Commissioner Brooks suggested they get the quotes and see where the money can come from.

Mayor Rostek asked how much had been paid to develop the plans. Director Hatch said he did not have the figure in front of him. The Mayor thought they needed to focus on basic upgrades to the dog park. He would like to see them get the money together, get a plan, and then develop the plan with the funds. That way, they would not have to pay to modify a plan. He cannot support something so costly. He agreed with Commissioner Brooks that they should get the numbers, but it needs to be reasonable.

Mayor Rostek opened to public comment.

Greg Sorelle, Johns Pass Ave, agreed with the Mayor. Until the core government functions are efficient, it seems like there are massively misallocated resources. It should be tabled until they take care of what they need to.

Peter (? Last name), 182 148<sup>th</sup> Avenue E., said it would not become a big attractor to the City. It is a want, not a need. They need to make priorities.

Ron Vigil, 137<sup>th</sup> Avenue E., asked if they considered approaching the county for a joint venture in a state-of-the-art dog park across from McDonald's at Bicentennial Park. The City Manager said it is worthy of a discussion.

Bill Howell, Johns Pass Avenue, said Vice Mayor Kerr moved them in a good direction. It is a topic on how to prioritize limited resources. The Board needs to provide guidance to the City Manager on where to spend labor resources. The Fire Department will need labor resources which is more important than a dog park. He asked why the City does not pay for benefits for dependents of employees.

Commissioner Brooks said when someone speaks during public comment, they are supposed to speak about the topic, not other topics. She asked the Mayor to remind people when it happens. She did not appreciate someone allowed to talk disparagingly against the City Manager. She felt he does a great job.

Sandra McClernan, no address provided, said she was never informed when the dog park meetings were held. A list of suggestions she had was as follows:

1. They need an email and phone notification system, so all important meetings are out in the open.
2. A better use of funds would be a kiosk where all meeting documents can be easily available for residents. The system is broken, and they need to fix it.
3. They could use the money to fix the failed Boca Ciega project on 137<sup>th</sup> Ave.
4. They need to ask for donations and doing fundraisers for the dog park.
5. They need more parking spaces available for the meetings.

6. The dog park is too small for benches and would hinder the dogs from running. She suggested a water fountain and round tables with easily removable umbrellas.

Kevin Eggleston, 15400 Gulf Blvd, said the price tag is causing all the negative feedback. He is glad there are ideas and plans that would limit the City's costs and likes that there would be revenue potential. He suggested getting alternative ideas and pricing out to the community.

DonaJo Mathis, 137<sup>th</sup> Avenue Circle, said she is concerned about the price tag and the Astro Turf. Astro Turf is very hot on dogs' and people's feet. They need to think about how they will clean it. She suggested using sod.

#### **D. Discuss Parcel located on 95<sup>th</sup> St. N.**

The City Manager said the parcel is about three-quarters of a mile from the property the City currently leases. Two appraisals were obtained. The first was \$910,000, and the second was \$950,000. The property owners wanted a third appraisal, but he has not heard back from them. He asked the direction from the Board.

Vice Mayor Kerr said he thought it would be a good investment and thought they should speak to the owner before it goes on the market and someone else buys it. He would like a discussion after the owner gets their appraisal back.

Public Works Director Megan Wepfer said the intent was to stop leasing the 94<sup>th</sup> Street property. They would house all the sanitation trucks, equipment not used as often on the island, and Recreation Dept. items.

Commissioner Brooks asked if Director Wepfer thought building at the Marina would be something they would ever do. Director Wepfer said there is not enough property at the Marina.

Mayor Rostek opened to public comment.

Chuck Dillon, 529 Lillian Drive, asked if it was the property they had tried to purchase a long time ago. The City Manager said it was. Mr. Dillon thought it was a good idea.

The consensus of the Board was to get more information and report back.

#### **E. City of Madeira Beach – Existing Boundaries of Election Districts**

City Clerk Clara VanBlargan said a Charter Amendment was approved in March 2019 at the Municipal Election that required the Board of Commissioners every five years by ordinance to either change the existing boundaries of its districts or reaffirm the existing boundaries. Each district should contain the same number of electors as closely as possible. Because district boundaries exceed 15% in registered voters as of the last election, the change in district boundaries must be made within six months preceding the election to be effective for the March 2024 Municipal Election. By September 18, 2023, they have to adopt an ordinance making the change. They could bring something to the July workshop, bring it back for the first reading in August, and

have a second reading in September. They could use the new one for the March election, but if they do not, they would have to use the existing one.

Vice Mayor Kerr asked if it was a requirement or a suggestion. The City Attorney said it was a requirement. Vice Mayor Kerr asked who would propose the new district lines. The City Attorney said it would be a combination of the City Manager, City Clerk, and Planning staff. A recommendation would come back to the Board for consideration.

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

#### **F. Beach Debris and Dune Protection**

Community Development Director Jenny Rowan said the Pinellas County Sheriff's Department deputies informed them no provision in the Code allows them to enforce the disturbance of the dune systems, camping near the dunes, or commercial property on the beach. There have been false crawls and disturbances to nesting sea turtles due to commercial property not being put up at night, and they recommend adopting similar language from the St. Pete Beach Land Development Code into the Madeira Beach Code of Ordinances.

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

The consensus of the Board was it sounded reasonable.

#### **G. Density and Intensity Consistency with Forward Pinellas**

Director Rowan gave a PowerPoint presentation on the inconsistencies between the Code of Ordinances and the Forward Pinellas Countywide Plan.

To become consistent, they would need to do the following:

1. Clarify and reduce the temporary lodging units per acre and the floor area ratio by right
2. Clarify the requirements for the Alternative Temporary Lodging use standard
3. Clarify the floor area ratio is only for commercial use
4. Amend definitions to be consistent with the Countywide Plan.

Director Rowan said they provided drafts to Forward Pinellas to see if any other inconsistencies need to be changed, and they are awaiting a response. They plan to take it to the Planning Commission in July, and then it will come to the Board for a first reading and public hearing. It would then go to the state for their recommendation and back to the Board for second reading, public hearing, and adoption.

Mayor Rostek opened to public comment.

Chuck Dillon, 529 Lillian Drive, suggested doing it in three-dimensional to show what they have and what the potential is. John's Pass could develop after the rest of the City is defined.

#### **H. 2 ½ foot setback to allow vegetation control**

Marci Forbes, Community Development Engineer, explained the item and asked for feedback from the Board. She said a lot of residents want to use pervious pavers and artificial turf, but there is not anything in the Code that helps support it. They are trying to figure out how to implement it and be consistent with it. She asked the Board for guidance.

Vice Mayor Kerr asked if the City was looking at the grade when the pervious pavers and artificial turf were put in and if there were any restrictions. He asked where the two and one-half foot restriction came from. Director Rowan said because it is defined as a minor structure. A minor structure relates to an accessory structure, and accessory structures have a two and one-half foot setback.

Vice Mayor Kerr suggested redefining the structure.

Vice Mayor Kerr asked if there was a solution to bring gutters down below grade and back up in different areas if needed. Ms. Forbes said they work with people with newer homes to provide better outlets. Vice Mayor Kerr said it is the homeowner's responsibility to show how they will manage stormwater. Ms. Forbes agreed it falls on the permittee on how it gets installed, and they need to be respectful of the drainage.

Commissioner Brooks said it would be nice if they looked at the definitions and updated them.

Mayor Rostek opened to public comment.

Chuck, 529 Lillian Drive, said people need to be responsible for their property even if they must put a foot-high wall on the edge of their property.

Bill Howell, Johns Pass Avenue, said the issue is enforcement, which they desperately need done in a consistent manner.

David Slosser, 494 Crystal Drive, said the two and one-half feet setback was not intended to help or be associated with drainage. He sent each Commissioner an email and hoped they would read it.

## **I. The City of Madeira Beach Master Plan and Land Development Regulations**

The Item was moved to Item B. on the Agenda.

## **J. Planned Development**

Vice Mayor Kerr asked the following questions:

1. What part of planned development overrides zoning?
2. What parts of zoning cannot be overwritten by planned development?
3. Does zoning go out the window if you get a planned development approved?

Director Rowan said they must still adhere to the Comprehensive Plan's future land use. The setbacks and the heights are defined in the PD section but can be adjusted by the PD process. The units per acre cannot be adjusted.

Director Rowan said the Comprehensive Plan shows the permitted uses, intensity, density, and ISR. Vice Mayor Kerr said the setbacks and the heights are the big pieces that are adjustable.

The Mayor said they needed to get the residents' input and take it seriously. Everyone needs to make concessions.

There was a brief discussion on ways to get meeting notices out to the public.

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

#### **K. FY 2023 Audit Engagement Letter**

Finance Director Andrew Laflin said the City selected the audit firm James Moore and Company through an RFP in 2020. The contract provided a three-year audit with two one-year options. This is the first one-year option period, and James Moore and Company provided a proposed engagement letter. He recommended moving forward with year four with the firm.

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

The consensus of the Board was to put it on the agenda for the next regular meeting for formal approval.

#### **L. City Manager's Report for May 2023**

The City Manager reviewed the City Manager's report for May 2023.

The City Clerk said the due date for the public bid opening for the RFQ for a City Attorney is Friday, July 7<sup>th</sup>, at 3:00 p.m. They need to schedule the evaluation review.

The consensus of the Board was to bring the proposals to the July 26<sup>th</sup> regular workshop and schedule interviews based on their schedules at that time.

The City Attorney said the Appellate Court found in favor of the City and the developer in the Schooner litigation. The appeal was dismissed, and he will provide a written order to the Board. If the plaintiff, Mr. Burke, wishes to pursue a further appeal, there would be one more step.

The City Manager said the county is requesting a response to a letter requesting participation in the Community Development Block Grant Program by July 1<sup>st</sup>.

The consensus of the Board was to have the City Manager respond to the letter and ratify his action at the July 12<sup>th</sup> regular meeting.

**5. ADJOURNMENT**

Mayor Rostek adjourned the meeting at 10:15 p.m.

\_\_\_\_\_  
James “Jim” Rostek, Mayor

ATTEST:

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

DRAFT



**MINUTES**  
**BOARD OF COMMISSIONERS**  
**REGULAR MEETING**  
**JULY 12, 2023**  
**6:00 P.M.**

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on July 12, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

**MEMBERS ABSENT:**

**CITY STAFF PRESENT:** Robin Gomez, City Manager  
Clara VanBlargan, City Clerk  
An attorney on behalf of Thomas Trask, Trask Daigneault Firm

**1. CALL TO ORDER**

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

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

The attorney from the Trask Daigneault Firm gave the Invocation and led the Pledge of Allegiance.

**3. ROLL CALL**

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

**4. APPROVAL OF THE AGENDA**

There were no changes made to the agenda.

**5. PROCLAMATIONS**

**A. Proclamation – Parks and Recreation Month; July 2023**

Mayor Rostek read a proclamation proclaiming the month of July 2023 as “Parks and Recreation Month.” Recreation Director Jay Hatch accepted the proclamation.

## **6. PRESENTATIONS**

### **A. Update on John’s Pass Dredging – Aptim Presentation**

Nicole Sharp, Aptim representative, provided a brief update on the John’s Pass dredging project. They are currently working on the permitting process. They need to get the right-of-way permit application through the Department of Transportation and then finalize the permanent applications with the Corps of Engineers and the State Department of Environmental Protection. Ms. Sharp responded to questions and comments from the Board.

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

## **7. PUBLIC COMMENT**

The Mayor said he wanted to start having public comments before the Commission discussion on each item on the agenda.

Jerry Cantrell, 13322 First Street East, thanked the Board for his appointment to the Civil Service Commission. He said he sent six emails to the City’s Labor Attorney and never received a response. He was not informed of the decision of the City Administration to only review the documentation during the Civil Service Commission meetings. The Civil Service Commission needs full access to legal counsel when its members are operating in an official capacity. There needs to be communication between the Civil Service Commission and the City’s Administration. He asked the Board for directions. The City Manager said any Civil Service Commission member or Planning Commission member could direct legal questions to the applicable attorney, and it is up to the attorney to respond or wait to respond during a meeting. The Mayor said the best way to proceed was to give them two working days to respond, and if there is no response, email the City Manager. That way, it is documented.

Tom Edwards, protected address, asked what was happening with the City gym being open to the public since it was bought with City funds. City Manager Robin Gomez said it would be discussed at the July 26, 2023 BOC Regular Workshop.

## **8. CONSENT AGENDA**

### **A. Approval of Minutes**

- **2023-06-14, BOC Regular Meeting Minutes**

### **B. FY 2023 Audit Engagement Letter**

Vice Mayor Kerr motioned to approve the Consent Agenda as written. Commissioner Brooks seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

**9. UNFINISHED BUSINESS**

**A. Resolution 2023-08 – FY 2023 Budget Amendment #2**

The attorney from the Trask Daigneault Firm read Resolution 2023-08 by title only:

**RESOLUTION 2023-08**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023 (OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023) BY INCREASING APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND, THE LOCAL OPTION SALES TAX FUND, AND THE PARKING FUND; AND PROVIDING FOR AN EFFECTIVE DATE**

Mayor Rostek opened to public comment.

Finance Director Andrew Laflin said there are three higher-than-anticipated costs of services, but higher revenues offset those.

Vice Mayor Kerr motioned to approve Resolution 2023-08, FY 2023 Budget Amendment #2. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

The Mayor asked for an update on the ROC Park Memorial takeover from the Foundation. The City Manager said they would be setting up a meeting with the Foundation to see if they can agree.

The Mayor asked for an update on the letter to the Attorney General's Office. The City Manager said he did not receive an update from Interim Attorney Trask but will follow up. The attorney from the Trask Daigneault Firm said Mr. Trask was collecting information and is expected to send the letter out next week.

The City Manager suggested they stick to the agenda and comment more during Reports/Correspondence.

The Mayor said the RFQ for the City Attorney was a failure with only two submittals. He received several emails from citizens who wanted it to go back out to bid. The City Manager said it would be on the July 26 Workshop agenda to discuss unless they want to go a different direction. They could reach out to professional organizations.

Tom Edwards, protected address, agreed with the City Manager to put it out to a professional organization. He recommended putting it out to different local Bar Associations and the Florida Bar Association.

Jerry Mathis did not give an address and said it seems like it is taking a long time to get something done.

Commissioner Brooks said she does not like receiving bullying emails with misinformation from citizens. She did not believe they should go back out to bid for a city attorney. They did what was supposed to be done.

## 10. PUBLIC HEARINGS

### B. Ordinance 2023-15, Comprehensive Plan Activity Center Definition – 2<sup>nd</sup> Reading & Public Hearing

The attorney from the Trask Daigneault Firm read Ordinance 2023-15 by title only:

#### **ORDINANCE 2023-15**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO ESTABLISH A LAND USE CATEGORY FOR ACTIVITY CENTER; REPEALING ORDINANCE 2022-03; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF**

Community Development Director Jenny Rowan said the Ordinance creates the Activity Center Future Land Use Category in the Madeira Beach Comprehensive Plan. No specific property or location is associated with the text change.

Mayor Rostek opened to public comment.

Jerry Mathis, Madeira Beach resident, said he would not support arbitrarily increasing the density of the City without the citizen's say.

Commissioner Tagliarini said he spoke to Linda Fisher of Forward Pinellas, who explained the City's Comprehensive Plan has been inconsistent with the County-Wide Plan since 2008. He read an email from Ms. Fisher that explained the purpose of the Ordinance. It would allow for the John's Pass Activity Center designation to move forward. He would not support any ordinance that includes what Ms. Fisher calls additional densification of any part of the City.

Vice Mayor Kerr asked Director Rowan to comment on the additional densities of any Activity Center and interpret the email written to Commissioner Tagliarini. Director Rowan said the creation of the John's Pass Village Activity Center is to protect and account for what is already there.

Vice Mayor Kerr asked Director Rowan how a catastrophic event would impact rebuilding. She said most of John's Pass Village would be unable to be rebuilt.

Commissioner Tagliarini thought there could be other ways to change the ordinances to save the character and allow businesses to rebuild. Director Rowan said they would need to talk to the City Attorney and Forward Pinellas about the legality of the redevelopment process.

Bob Rieck, 137<sup>th</sup> Avenue Circle, asked why they would pass something the citizens do not understand and why move forward when there are many pushbacks. There is a lack of trust in the organization. He suggested educating the citizens first and then voting on it if it needed to happen.

Jerry Mathis, Madeira Beach, said he was concerned about insufficient public involvement.

After further discussion, Vice Mayor Kerr motioned to approve Ordinance 2023-15, Comprehensive Plan Activity Center Definition, following second reading and public hearing. Commissioner Brooks seconded the motion.

**ROLL CALL:**

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

The motion carried 3-2.

**11. CONTRACTS/AGREEMENTS**

**A. Ratify City's Option to Remain in Pinellas County CDBG Cooperation Agreement through FY's 24, 25, and 26**

The City Manager said Pinellas County is requesting the City either continue or opt out of participating in the Community Development Block Grant Program. The program is designed to assist with home repairs, home purchasing, and social types of assistance. It is federal funds administered through the state to cities and counties. He recommended they continue with the program.

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

Commissioner Tagliarini asked if there was any expense in doing it. The City Manager said no. Commissioner Tagliarini said he was in support of it.

Commissioner Tagliarini motioned to approve the City’s ratification option to remain in Pinellas County CDBG Cooperation Agreement through FY’s 24, 25, and 26. Vice Mayor Kerr seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**12. NEW BUSINESS**

The City Manager encouraged people to attend the meetings and reminded everyone of the meeting schedule.

**13. STAFF REPORTS**

There were no staff reports.

**14. AGENDA SETTING – July 26, 2023 BOC Workshop Meeting**

- A. Presentation: Selah Freedom – Raising Awareness to End Sex Trafficking**
- B. Shade Structures**
- C. Revision to City of Madeira Beach Professional Legal Services – Board of Commissioners to review, rank, and schedule interviews**

Items added to the workshop agenda:

- 1. Discuss Election Campaign Signage
- 2. Discuss Frontier Phone Lines throughout the City

3. Health Insurance, Benefits, and Salary Increase for Commissioners
4. Discuss an Agreement with the Spring Games Organization
5. Discuss Public Usage of the Fitness Center

#### Commissioner Brooks

1. Discuss Landscaping and Wrapping the Restroom at Tom & Kitty Stuart Park

## **15. REPORTS/CORRESPONDENCE**

### **A. Board of Commissioners**

Commissioner McGeehen agreed with Commissioner Brooks that there are bullies at the podium and through email. In a four-hour Ethics Workshop earlier in the day, he learned that the presiding officer could regulate comments to avoid disruptive comments and behavior. He would like to see that happen to keep the negativity out of City Hall.

Vice Mayor Kerr said he would like to discuss the Public Comment section. He would like people to state whether they are residents and, if they are residents, state what district they live in and who they represent. Commissioner Brooks thought it was a great idea and asked if it could be changed in the handbook. The City Clerk said it could be changed by resolution. The City Manager said he would add it to the agenda for the next workshop.

### **B. City Attorney**

### **C. City Manager**

### **D. City Clerk**

The City Clerk provided updated District maps to the Board to compare to the ones they received at the last meeting. The item will be on the agenda for discussion at the next workshop meeting.

Commissioner Tagliarini asked if some minutes were not posted on the City's website because he could not find what he was looking for. The City Clerk said the drafts and the approved minutes should be on the website, but because of the holiday, some might not have been posted right away.

Jerry Mathis, 420 137<sup>th</sup> Avenue Circle, District 1, asked if the meetings on YouTube could be named in chronological order so it would be easier to find what they are looking for. The City Manager showed him where to look on the City's website, and the City Clerk explained how to subscribe to receive meeting notices.

The Mayor apologized for the disparaging comments from one of the Commissioners during the past two meetings. He said he would not tolerate it. The residents also need to remain respectful.

## **16. ADJOURNMENT**

Mayor Rostek adjourned the meeting at 7:50 p.m.

\_\_\_\_\_  
James “Jim” Rostek, Mayor

ATTEST:

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

DRAFT



## MINUTES

### BOARD OF COMMISSIONERS BUDGET WORKSHOP MEETING JULY 26, 2023 4:00 P.M.

The City of Madeira Beach Board of Commissioners held a budget workshop meeting at 4:00 p.m. on July 26, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

**MEMBERS ABSENT:**

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

#### 1. CALL TO ORDER

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

#### 2. ROLL CALL

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

#### 3. PUBLIC COMMENT

#### 4. TOPICS FOR DISCUSSION

##### A. 7/26/2023 Budget Workshop Deliverables

City Manager Robin Gomez said the meeting was the fourth budget workshop for FY 2024, beginning on October 1, 2023 and ending on September 30, 2024. Many of the items they will be discussing have previously been discussed during the budget meetings. They will need direction on what the proposed millage rate will be for FY 2024. They will review the different millage rates listed and the impact would be for each on revenue for FY 2024. They now have better revenue estimates for next year and final expense numbers for next year.

Finance Director Andrew Laflin said they needed directions on what proposed millage rate to submit by August 2, 2023, through the TRIM PTO portal and the first public hearing date for the budget. Once a proposed millage rate is submitted, it would not be easy to change. New TRIM notices would have to be mailed to each property owner.

Mr. Laflin explained the following millage rates listed in the budget document for consideration including the current millage rate of 2.75, the impact for each on revenue for FY 2024, and the voting type required for each.

**AD VALOREM ANALYSIS - THROUGH JULY 2023 (Page 3)**

- Current Rolled-back rate: 2.4272.  
 2023 taxable value estimate as of 7/1/23: \$2,028,623,730  
 FY 2024 Projected Ad Valorum Revenues: \$4,677,682  
 Increase (Decrease) from FY 2023 Actual Collections: (\$65,986)
  
- Majority Vote maximum Millage Rate Allowed: 2.4961  
 2023 taxable value estimate as of 7/1/23: \$2,028,623,730  
 FY 2024 Projected Ad Valorum Revenues: \$4,810,465  
 Increase (Decrease) from FY 2023 Actual Collections: \$66,797
  
- Two-Thirds Vote Maximum Millage Rate Allowed: 2.7457  
 2023 taxable value estimate as of 7/1/23: \$2,028,623,730  
 FY 2024 Projected Ad Valorum Revenues: \$5,291,493  
 Increase (Decrease) from FY 2023 Actual Collections: \$547,825
  
- Current Rate (Requires Unanimous Vote): 2.7500  
 2023 taxable value estimate as of 7/1/23: \$2,028,623,730  
 FY 2024 Projected Ad Valorum Revenues: \$ 5,299,779  
 Increase (Decrease) from FY 2023 Actual Collections: \$556,111

Millage Rate	Yearly Change per \$50,000 of Taxable Value Compared to FY 2023 Millage Rate (2.75 mills)	Ad Valorem Tax Payment Reduction - \$700,000 Property
2.4272	(16.14)	\$ (226)
2.4961	(12.70)	\$ (178)
2.7457	(0.22)	\$ (3)

Mr. Laflin reviewed the historical data for the millage rate of the City beginning FY 2015 through FY 2023. The FY 2023 data is as of 7/1/2023:

**Historical Data**

- FY 2015**  
 Millage Rate – City: 1.9900  
 Millage Rate – All  
 Ad Valorum Taxes: \$1,718,260  
 Ad Valorem Taxes – Delinquent: \$4,847  
 Ad Valorem Taxes – Tax Sale: \$35,151  
**Grand Total: \$1,758,259**
- FY 2016**  
 Millage Rate – City: 2.2000  
 Millage Rate – All:  
 Ad Valorum Taxes: \$2,055,955  
 Ad Valorem Taxes – Delinquent: \$4,301  
 Ad Valorem Taxes – Tax Sale: \$41,100  
**Grand Total: \$2,101,355**
- FY 2017**  
 Millage Rate – City: 2.2000  
 Millage Rate – All  
 Ad Valorum Taxes: \$2,255,465  
 Ad Valorem Taxes – Delinquent: \$10,697  
 Ad Valorem Taxes – Tax Sale: \$39,036  
**Grand Total: \$2,305,198**
- FY 2018**  
 Millage Rate – City: 2.2000  
 Millage Rate – All: 17.4600  
 Ad Valorum Taxes: \$2,444,466  
 Ad Valorem Taxes – Delinquent: \$951  
 Ad Valorem Taxes – Tax Sale: \$37,757  
**Grand Total: \$2,483,174**
- FY 2019**  
 Millage Rate – City: 2.2000  
 Millage Rate – All: 17.1604  
 Ad Valorum Taxes: \$2,607,444  
 Ad Valorem Taxes – Delinquent: \$80,665  
 Ad Valorem Taxes – Tax Sale: \$0  
**Grand Total: 2,688,109**
- FY 2020**  
 Millage Rate – City: 2.7500  
 Millage Rate – All: 17.5520  
 Ad Valorum Taxes: \$3,529,569  
 Ad Valorem Taxes – Delinquent: \$4,119  
 Ad Valorem Taxes – Tax Sale: \$0

**Grand Total: \$3,533,688**

- FY 2021**  
 Millage Rate – City: 2.7500  
 Millage Rate – All: 17.3818  
 Ad Valorum Taxes: \$3,700,818  
 Ad Valorem Taxes – Delinquent: \$69,789  
 Ad Valorem Taxes – Tax Sale: \$0  
**Grand Total: \$3,770,607**
- FY 2022**  
 Millage Rate – City: 2.7500  
 Millage Rate – All: 17.1166  
 Ad Valorum Taxes: \$4,028,179  
 Ad Valorem Taxes – Delinquent: \$106,226  
 Ad Valorem Taxes – Tax Sale: \$0  
**Grand Total: \$4,134,405**
- FY 2023**  
 Millage Rate – City: 2.7500  
 Millage Rate – All: 16.2571  
 Ad Valorum Taxes: \$4,642,054  
 Ad Valorem Taxes – Delinquent: \$101,614  
 Ad Valorem Taxes – Tax Sale: \$0  
**Grand Total: \$4,743,668**

Mr. Laflin explained the Madeira Beach Property Tax Analysis – Current vs. Rolled-Back Rate listed in the budget document. The information is as of 7/1/2023.

The assessed value and taxable value for FY 2023-24 tax levy obtained from Pinellas County Property Appraiser for City of Madeira Beach tax district (3,921 properties in total). Average Property Tax Per Parcel at current rate is derived from the total millage rate (16.2571 mills) from the FY 2022-23 tax levy. Average Property Tax Per Parcel at rolled back rate is derived from the total millage rate (16.2571 mills) from the FY 2022-23 tax levy, except the City of Madeira Beach millage rate is changed from the current rate (2.75 mills) to the rolled back rate (2.4272 mills). The average tax savings per taxpayer for each parcel type (Residential, Condo, Commercial, Both) is reported in the Difference column, measured by the difference between the City of Madeira Beach current rate versus rolled back rate.

**MADEIRA BEACH PROPERTY TAX ANALYSIS – CURRENT VERSUS ROLLED BACK RATE (Page 4)**

	<b>FY 2022-2023</b>	<b>FY 2023-2024</b>
<b>Taxing Authority</b>		

	<b>Millage Rate</b>	<b>Rolled Back Rate</b>
County General Fund	4.7398	4.7398
County Health Department	0.0790	0.0790
Pinellas County EMS	0.8775	0.8775
School - State Law	3.2150	3.2150
School - Local Board	2.7480	2.7480
City of Madeira Beach	2.7500	2.4272
SW Florida Water Management District	0.2260	0.2260
Pinellas County Planning Council	0.0210	0.0210
Juvenile Welfare Board	0.8508	0.8508
Pinellas Suncoast Transit Authority	0.7500	0.7500
<b>TOTAL:</b>	<b>16.2571</b>	<b>15.9343</b>

### Non-Homestead Properties Only

Parcel Type: Both

Assessed Value: \$133,030,470

School Taxable Value: \$174,909,152

Municipal Taxable Value: \$132,169,334

# of Parcels: 270

Average Property Tax per Parcel – Current Rate: \$8,902

Average Property Tax per Parcel – Rolled Back Rate: \$8,744

Difference: \$158

Parcel Type: Commercial

Assessed Value: \$357,588,524

School Taxable Value: \$247,931,960

Municipal Taxable Value: \$243,046,168

# of Parcels: 186

Average Property Tax per Parcel – Current Rate: \$21,400

Average Property Tax per Parcel – Rolled Back Rate: \$20,978

Difference: \$422

Parcel Type: Condo

Assessed Value: \$789,916,852

School Taxable Value: \$1,012,776,629

Municipal Taxable Value: \$788,340,593

# of Parcels: 1,707

Average Property Tax per Parcel – Current Rate: \$8,292

Average Property Tax per Parcel – Rolled Back Rate: \$8,143

Difference: \$149

Parcel Type: Residential

Assessed Value: \$316,112,272

School Taxable Value: \$385,516,547

Municipal Taxable Value: \$311,540,629  
 # of Parcels: 533  
 Average Property Tax per Parcel – Current Rate: \$10,330  
 Average Property Tax per Parcel – Rolled Back Rate: \$10,141  
 Difference: \$189

### **Homestead Properties Only**

Parcel Type: Both  
 Assessed Value: \$33,267,497  
 School Taxable Value: \$34,114,296  
 Municipal Taxable Value: \$28,172,324  
 # of Parcels: 80  
 Average Property Tax per Parcel – Current Rate: \$6,168  
 Average Property Tax per Parcel – Rolled Back Rate: \$6,054  
 Difference: \$114

Parcel Type: Commercial  
 Assessed Value: \$832,929  
 School Taxable Value: \$807,929  
 Municipal Taxable Value: \$782,929  
 # of Parcels: 1  
 Average Property Tax per Parcel – Current Rate: \$12,877  
 Average Property Tax per Parcel – Rolled Back Rate: \$12,625  
 Difference: \$253

Parcel Type: Condo  
 Assessed Value: \$150,224,978  
 School Taxable Value: \$139,804,500  
 Municipal Taxable Value: \$131,388,119  
 # of Parcels: 346  
 Average Property Tax per Parcel – Current Rate: \$6,318  
 Average Property Tax per Parcel – Rolled Back Rate: \$6,196  
 Difference: \$123

Parcel Type: Residential  
 Assessed Value: \$393,150,437  
 School Taxable Value: \$367,138,290  
 Municipal Taxable Value: \$346,901,599  
 # of Parcels: 798  
 Average Property Tax per Parcel – Current Rate: \$7,218  
 Average Property Tax per Parcel – Rolled Back Rate: \$7,078  
 Difference: \$140

### **Homestead & Non-Homestead Properties**

## Parcel Type: Both

Assessed Value: \$166,297,967

School Taxable Value: \$209,023,448

Municipal Taxable Value: \$160,341,658

# of Parcels: 350

Average Property Tax per Parcel – Current Rate: \$8,277

Average Property Tax per Parcel – Rolled Back Rate: \$8,129

Difference: \$148

## Parcel Type: Commercial

Assessed Value: \$358,421,453

School Taxable Value: \$248,739,889

Municipal Taxable Value: \$243,829,097

# of Parcels: 187

Average Property Tax per Parcel – Current Rate: \$21,354

Average Property Tax per Parcel – Rolled Back Rate: \$20,933

Difference: \$421

## Parcel Type: Condo

Assessed Value: \$940,141,830

School Taxable Value: \$1,152,581,129

Municipal Taxable Value: \$919,728,712

# of Parcels: 2,053

Average Property Tax per Parcel – Current Rate: \$7,959

Average Property Tax per Parcel – Rolled Back Rate: \$7,815

Difference: \$145

## Parcel Type: Residential

Assessed Value: \$709,262,709

School Taxable Value: \$752,654,837

Municipal Taxable Value: \$658,442,228

# of Parcels: 1,331

Average Property Tax per Parcel – Current Rate: \$8,464

Average Property Tax per Parcel – Rolled Back Rate: \$8,305

Difference: \$160

Mr. Laflin responded to questions and comments from the Board.

Commissioner Tagliarini asked the meaning of rolled-back rate. Mr. Laflin explained that the rolled-back rate is whatever the property tax is that would yield the same property tax revenue for all existing properties. It does not take into account new construction.

Vice Mayor Kerr asked if they maintained the current millage rate of 2.75 would it still be the 16.2571, total millage rate. Mr. Laflin said it depended on what the other taxing jurisdictions are doing if they are increasing or decreasing their millage rate or keeping it the same.

Mayor Rostek asked why the data was not listed for 2.25 mills as discussed previously. He asked what the savings would be for the 2.25 millage rate for non-homestead residential and homestead residential. Mr. Laflin said for non-homestead residential, it would be a savings of \$292 and for homestead residential would be a savings of \$217 compared to the \$189 and \$140.

Mayor Rostek asked what the loss to the City would be for 2.25 millage rate versus the savings to non-homestead residual properties and homestead residential properties. Mr. Laflin said it would be a loss of \$407,485 compared to what they collected in 2023.

Commissioner Kerr said over the last four years, he paid less in property tax than he paid four years ago even though the City of Maderia Beach has kept the 2.75 mills for that period. Any reduction, increase, or change in the homestead properties would be about 25% of that change. For FY 2024, their capital improvements are over \$22 million. There are a lot of improvements that have been made and still need to be made. It feels good to say they are going to reduce the millage rate. To do so, he feels they would not be protecting the homestead property. Those people live here year-round and vote them in on the dais to make decisions for them. Reducing it will save the residents a few bucks, but the City will lose a much larger amount of revenue. They are tasked to be good stewards of the money from the residents, and long as they are being good stewards, they should maintain the current millage rate, 2.75, and get the projects done and not increase their debt. With the total expenses and total revenue shown on Pages 8 and 10 of the summaries, he comes up with a deficit of \$9,435,794. That feels like they are taking \$9.5 million from their savings. Mr. Laflin said on a net basis that would be accurate. The Vice Mayor said he does not want to increase or decrease the millage rate. It is not impacting the residents overall because the overall millage rate is not that much.

Commissioner Brooks said they would not be fiscally responsible by lowering the millage rate. By reducing the millage rate, the savings are not much to the residents but a lot to the City. They have successfully kept the millage rate the same and continuing that would be the right thing to do.

Commissioner Tagliarini asked how it would affect the current projects this coming fiscal year if they lost \$9 million. The City Manager said they would have to find alternative revenue sources. If they had a catastrophic loss, they could not proceed with them. They would have to delay them for another year or two.

Commissioner McGeehen said they should keep the same millage rate of 2.75. They have a lot of projects to do, and the people entrust them with their money. Once the projects are done, they could look at lowering the millage rate in the future.

Mayor Rostek said from 2011 to 2023 they had a 54% increase in the tax rate. During the same period, the median house value more than doubled by 2% or 2.5% increase. Over the last year or so all property values went up 12.5% or greater, and the millage rate did not increase. During that time, a majority of the people paid more in property taxes based on the same millage rate. They were going to spend \$600,000 on a dog park, and for a millage rate decrease to 2.25 is only \$407,000. He believed they could do it; they needed to tighten their belt a little and move forward with a decrease.

Vice Mayor Kerr said that is why they have the Save Our Homes program with the homestead. If the homestead values increased 12%, it would not matter. They are capped at 3%. For non-homestead, the cap is 10%. It would be fiscally irresponsible not to keep the 2.75 millage rate and not pay down the debt. Taking more out of savings than needed would be fiscally irresponsible when they would be giving up hundreds of thousands of dollars in revenue to the City. The City needs improvements, the streets, and the infrastructure need improvements. The dog park item is a wish list item he does not see getting approved. They will maintain what they have. That infrastructure is not that important. They need to take care of all the other capital improvement projects they have already dedicated the money to, like the groins. Spending the savings when they do not have to makes no sense. It is of minimal benefit to the homestead resident.

Commissioner Tagliarini asked regarding the loss of \$9 million if it was for the Mayor's request of 2.25 mills or for the rolled-back rate of 2.42. Mr. Laflin said the budget is set at the current rate of 2.75. They assumed the ad valorem revenues of \$5,299,799. Their budgeted ad valorem taxes are in line with the current rate of 2.75 mills. If they went to 2.25 mills, they would have to reduce that revenue number and increase the deficit the existing reserves would fund. On Item 4A, on Page 12, the \$9 million is presented well across all funds.

Vice Mayor Kerr said any decrease to the millage rate would benefit the non-homestead properties three times what it would benefit the homestead residents who live here over six months a year and claim their property as their home. Mr. Laflin confirmed it was an accurate statement and went over the Budget Summary by Character in detail on Page 12.

Mayor Rostek said there are line items in the budget they can trim without having to go to the savings. They are only talking \$407,000 to give people a break.

Mr. Laflin said they need to get a consensus on the preliminary millage rate that he needs to submit by the end of July that will be printed on the TRIM notices. He is not sure if it would be a unanimous consensus so far.

Mayor Rostek opened to Public Comment.

Tom Edwards said several years ago, when he was part of the Budget Review Committee, they struggled with those same numbers. They knew about the capital improvements the City needed, and there were projects to be paid for over the next 10 to 20 years. Because of that, they had recommended the millage rate to be raised from 2.25 to 2.50 or 2.75. He would suggest keeping the millage rate at 2.75 for the improvements needed in the City.

The City Manager said it did not appear they would have a consensus. With a two-thirds vote, they would be looking at a millage rate of 2.7457. Mr. Laflin said they have not heard from Commissioner Tagliarini yet. That would dictate if the direction would be a majority or two-thirds vote.

Commissioner Tagliarini said he was leaning towards the rolled-back rate of 2.4272. The millage rate of 2.25 would not hit them as hard. He does think they could tighten their budget some, but he does know they have a lot of projects.

Mayor Rostek said he could go with the 2.4272 rolled-back rate.

Commissioner Brooks said when looking at Madeira Beach and the median cost of homes, she does not see where that would be a significant giveback to the community. Still, it is a significant amount of money for the City. They are not talking about the dog park but the infrastructure that really matters in the City. In the past, the City has been in a position where it did not have the money. She stands by that they need to stay where they are.

Mr. Laflin said it looks to be three votes more favorable to the current rate. The Mayor will accommodate the rolled-back rate. Commissioner Tagliarini could go with the rolled-back rate or be comfortable with the two-thirds vote maximum millage rate allowed of 2.7457. If not, it seems like they have a 3-2 split. With that, the highest they can do is the majority vote maximum millage rate allowed of 2.4961. Commissioner Tagliarini said he was read correctly.

Vice Mayor Kerr said they were making a huge mistake. They are not helping the residents by decreasing at \$140 or whatever it is. They are taking hundreds of thousands of dollars out of the budget, so they would have to cut capital expenditure. He asked if the dog park was in the budget. The City Manager said they have \$200,000 budgeted for next year. The Vice Mayor said they would probably spend a decent portion of that just maintaining the dog park where it is. They do not have an \$800,000 expenditure in there on capital expenses for a dog park. He does not see the fat they want to try to trim. It would not hurt the residents, which are the constituents that put them there.

Commissioner Brooks said she agreed with Vice Mayor Kerr 100%.

Commissioner McGeehen said he also agreed with Vice Mayor Kerr.

The City Manager said they could advertise the majority vote or the rolled-back rate at that point, but it sounds like a majority vote, which is not a gigantic difference from the rolled-back rate.

Commissioner Brooks said they needed to discuss it further because taking the rate back to 2.49 is ridiculous. The two-thirds vote maximum millage rate allowed at 2.7457, although she does not want to reduce it all, is far better. The residents would suffer when the taxes get rolled back. It will affect the budget every year, not just the coming year. They would have to come back next year and raise the millage rate. They need to see how things go and keep the millage rate the same. Reducing the millage rate would be the wrong thing to do. If they reduce it, something has to go.

Commissioner McGeehen said they needed to keep the millage rate at 2.75 until the projects were completed. He would be open to discussing where they would trim the fat. If he could be shown that, he would be happy to make a vote, but this year, they need to keep it at 2.75 mills and see how it goes from there.

Commissioner Tagliarini said he would be willing to compromise to the majority vote maximum millage rate allowed of 2.4961.

Mayor Rostek said he would agree with Commissioner Tagliarini. They already wasted \$16.5K on the drawings and the dog park renditions. They bought a boat for code enforcement, although their funds are separate, and did not do a marine survey and need a new motor for \$20,000. There is a lot of fat there and they have a lot of looking closely at things. There are ways they can accomplish it. It will take some work; they are talking \$407,000 to bring it down to 2.25 mills. That amount of money will not break the bank or kill the City.

Mayor Rostek said he mentioned before that the budget items in the budget document need to be in landscape mode and not in a 2.5 font where they cannot decipher the numbers. It is difficult to read because the font is so small.

The City Manager said they would advertise it at 2.4961, the majority millage rate allowed. At the next budget workshop, the difference will be half a million dollars less in the General Fund revenue, which is primarily impacted. The General Fund subsidizes making payments to the other funds mainly for various projects. They must decide where to reduce approximately half a million dollars or \$490,000.

The City Manager said they have gone over the budget in the last several workshops regarding individual line items. Some of the revenues they do receive come from a variety of different sources. They are also looking to ensure they receive every penny they are entitled to. They do have to budget in a fiscally responsible manner and in a fiscally responsible conservative manner. They do have enough revenue to cover the expenses. He explained the revenue sources.

The City Manager reviewed the General Fund revenues and expenses in the budget document.

Commissioner Kerr said he thought they would have more discussions with Jerry Murphy on whether they want to maintain a residential impact fee. If they want to give the residents a break to improve their homes, they can take away the residential impact fee. The City Manager said they could bring that back. They must separately account for impact fees, so they are recording them in separate funds. Mr. Laflin said he created a separate fund to record the revenue. They have not budgeted any expenditures against it. The initial thought was to accumulate funding in each of the separate funds for public safety, cultural recreation, and transportation. They did not budget any expenditures for 2024 to let the funds accumulate. They could always make amendments during FY 2024 if there is a project they want to fund with those impact fee proceeds. The Vice Mayor said the way they are accounting for them is perfect. He is not suggesting they spend it but stop taking the residential impact fees. The commercial would be different. Mr. Laflin said that would be a different conversation they could workshop.

The City Manager reviewed the following in the budget document:

- General Fund Expenditure Summary
- General Fund Department Summary
- Proposed Budget by Department and personnel changes

The City Manager said the budget includes a five percent increase for all employees and increases to the benefit coverages, which are health, dental, and vision. It includes a proposal to cover 50% of any dependent medical coverage.

Mr. Laflin said what is left is the conversion of certain employees from ICMA to FRS which will increase the cost a bit. They should have that information by mid-August. It will potentially get in the updated budget book for the end of August, if not then September. They will have some transfer activity between the General Fund and other funds for those operating at a larger deficit and do not have sufficient reserves to cover it. The last is a cost allocation plan between the General Fund and other funds that use General Fund resources. They base that on the prior year but go through an exercise where they take square footage of the building and time spent by employees. He will finish going through that, which will slightly update some of the transfer numbers between the General Fund and other funds.

Commissioner Tagliarini asked if the 5% increase was just for hourly employees. The City Manager said, for all employees except that per the collective bargaining agreement, the fire personnel get 6%. They are looking to increase their steps from 3% to 5% in the third year of their agreement. At the next budget workshop, they will bring a comparison of salaries among the county for fire.

Commissioner Tagliarini said that for kicks, he searched for the cost-of-living increase by the U.S. Bureau of Labor Statistics. The Tampa-St. Petersburg-Clearwater area is a 7% increase. To live in the Tampa Bay area, it is a 7% increase while Nationwide it is 3%. He wanted to bring that to the Board's attention. They are offering 5%.

Commissioner Brooks said that would be another good example of why they should not lower their millage rate. It was discussed that the Fire Department will be adding someone, so maybe they should be giving more raises. They are talking about health care and all those things. If they go down on the millage rate, that is \$400,000 or whatever the number is, depending on where they are. Any loss is money they could be reinvesting not just into their infrastructure but into their employees. Maybe they could look a bit different. The benefit of keeping the millage rate would also benefit the staff.

Mayor Rostek said that was excellent and asked if they had the numbers of what it would cost for the three personnel and the healthcare benefits for the dependents. The City Manager said the additional for the fire positions is about \$275,000, and the increase in health benefits alone is about an additional \$180,000 to \$200,000, total City-wide. They do not know yet how many will sign up for dependent care. There are nine for the current year, and just for those nine at 50% is about \$75,000. They are budgeting \$20,000 per employee for group insurance. For the current year, it was budgeted \$12,500 per employee for healthcare. To cover the additional cost for next year, that was bumped to \$20,000. To be conservative, 30 employees would be \$210,000 plus the additional fire personnel. The Vice Mayor said they also agreed to change the pension benefits. The City Manager said they do not know the total cost yet. It is over \$200,000, which is spread across multiple funds. It is not just in the General Fund.

Commissioner Tagliarini asked if a 6% wage increase would not be out of the question if they had the funds for it.

Commissioner McGeehen said he agreed with giving it back to the employees. He is willing to budget. Why can't they do the 2.7457 millage rate and have a vote on that, and they could give that back to their employees?

Commissioner Tagliarini said he would be willing to negotiate if they could secure a higher raise for the employees.

Vice Mayor Kerr said he would think it would be off the table without it.

Mayor Rostek said he agreed with what Commissioner Brooks said. He would like to adjust his position to keep the millage rate where it is, 2.75. However, they must stop the wasteful spending. They are accountable to the citizens and accountable to the employees because the employees they have are good employees, and they want to keep them. They must have the incentives to keep them here.

Commissioner Tagliarini said he would only adjust the millage rate to 2.75 with the assurance they have a consensus on a 6% across-the-board raise for their employees. The City Manager said they could make it work. He thanked the Commissioners and was sure it made the employees happier than they were a few minutes ago. He appreciated it.

Mr. Laflin said, for clarification, they are going to propose a wage increase of 6%, and they are going to use a millage rate of 2.75 mills. They will have to vote on that in September. That needs to be unanimous, or he would have to remain TRIM notices. The Mayor said they have his word.

Vice Mayor Kerr thanked Commissioner Tagliarini and Mayor Rostek for reconsidering. The Mayor said they were a team.

The City Manager and Mr. Laflin continued reviewing the budget document and responded to questions and comments by the Board.

The City Manager said they will provide more details on the undergrounding numbers. He will put it all together based on the 2.75 millage rate and the 6% salary increase. He said he has a separate agreement with the Commission, so his salary is separate from the 6%.

The Board scheduled the first public hearing date for the FY 2024 Millage Rate and FY 2024 Budget at a special meeting on Wednesday, September 13, 2023 at 5:45 p.m.

## **5. ADJOURNMENT**

Mayor Rostek adjourned the meeting at 5:33 p.m.

James “Jim” Rostek, Mayor

ATTEST:

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Clara VanBlargan, MMC, MSM, City Clerk

DRAFT



**MINUTES**  
**BOARD OF COMMISSIONERS**  
**REGULAR WORKSHOP MEETING**  
**JULY 26, 2023**  
**6:00 P.M.**

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 6:00 p.m. on July 26, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

**MEMBERS ABSENT:**

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

**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

**3. PUBLIC COMMENT**

There were no public comments.

**4. DISCUSSION ITEMS**

**A. Presentation – Selah Freedom – Raising Awareness to End Sex Trafficking**

Cassie Brewer, Selah Freedom Awareness and Development Coordinator, gave a presentation on raising awareness to end sex trafficking. Hilda Arreola, Selah Freedom Prevention Coordinator, responded to questions and comments from the Board.

**B. Discuss/Review Commission Meeting Public Comment Section**

Vice Mayor Kerr said he did not feel giving an exact address should be required. He suggested people state whether they are Madeira Beach residents and, if they are, state which district they live in and who they represent. City Attorney Tom Trask said there is no legal reason or requirement for anyone to state their name, address, or where they reside.

The City Attorney said he and the City Manager would draft the wording and bring it back to the Board in the form of a resolution.

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

The consensus of the Board was to change the wording in the BOC Handbook to include Madeira Beach resident, non-resident, business owner, and district.

### **C. Legal/City Attorney RFQ Review**

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

Commissioner Tagliarini recommended sending the RFQ out again as soon as possible and to more platforms.

Vice Mayor Kerr asked if the City was contacted by any firms that were not able to submit in time. Commissioner Tagliarini said he received an email from a lawyer.

Commissioner Brooks said she had a problem putting it back out because the two firms that submitted did their due diligence, and they were not interviewed. She thought they should interview them.

Public Works Director Megan Wepfer explained how DemandStar works. The software shows the number of broadcasts, the number of downloads, and the number of submittals.

The Mayor read two emails received by the Board earlier in the day. The City Manager and City Attorney responded to questions and comments from the Board.

Vice Mayor Kerr asked the City Attorney for estimated hours worked to make a financial comparison. The City Attorney said he would provide the retainer and litigation time.

The consensus of the Board was to conduct a public interview with both candidates at the August 23<sup>rd</sup> workshop and vote at the following regular meeting.

### **D. City of Madeira Beach – Changing Existing Boundaries of Election Districts to Equalize as nearly as possible the number of Electors in each District**

The City Clerk explained the item. The number of voters changes all the time, but the number of voters in the last election is what was used.

The City Clerk asked the City Attorney if the new district maps would be used for the next election or the following election. The City Attorney said it would take effect the following election.

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

The consensus of the Board was to have the City Attorney draft an ordinance for the August 9<sup>th</sup> regular meeting for first reading and public hearing.

#### **E. Health Insurance, Benefits, and Salary Increase for Commissioners**

The City Clerk said changes must be made before six months of swearing in the new commissioners at the next election. If the Board adopts an ordinance in September, it will take effect for the March 2024 election.

Commissioner Tagliarini said they might be able to attract more youthful candidates if they offered health care benefits.

The City Manager said they would budget the same amount they do for employees. Commissioner Brooks said it seemed like a lot of money to spend.

Vice Mayor Kerr asked if there could be an option to forego the salary for the benefits. The Mayor liked the idea. The City Attorney said they would need to draft the ordinance that way.

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

The consensus of the Board was to have the City Attorney draft an ordinance and bring it back to the Board at the next meeting.

#### **F. Tom & Kitty Stuart Park parking and landscaping**

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

The City Manager said he communicated with the contractor for the property to the south of the park, and he was sure the owner would be willing to collaborate on the landscaping. Public Works met with a landscaper to review ideas. He thought a possible solution might be to approach the business to the north and work out a collaboration on a public restroom.

Director Wepfer gave an update on the plans for the landscaping and bathroom trailer.

The Mayor said he would like to do a trial of two resident-only parking spaces in the park to see how it works. Vice Mayor Kerr did not see why they would want to throw away the revenue and was not in favor of it.

The consensus of the Board was to continue the discussion at the next meeting.

#### **G. Fitness Center Public Usage**

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

Recreation Director Jay Hatch explained the item and the estimated costs associated with opening the fitness center to the public. He responded to questions and comments from the Board.

Commissioner Tagliarini recommended a trial period for residents only. Commissioner McGeehen agreed.

Commissioner Brooks asked how it would work when the Fire Department uses it. Director Hatch said there would need to be set hours. The City Manager said the Fire Department would be the priority. Commissioner Brooks said they need to be mindful of the Fire Department; it is there for them. Vice Mayor Kerr agreed and said it would benefit few but would be an expense for all.

Fire Chief Clint Belk said he would ideally like to keep it for City staff and the firefighters. He did not know if anyone would be allowed to use the equipment because it was purchased with a grant. The City Attorney said they would need to look at the grant agreement for provisions.

The consensus of the Board was to have the City Attorney look at the grant agreement and bring it back to another meeting.

#### **H. Facility Use Contract – The Spring Games, LLC**

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

Director Hatch said Madeira Beach has hosted Division 1 college softball tournaments since about 2015. The Spring Games, LLC organizes the tournaments and has expressed interest in utilizing the facility in 2024. The City Attorney and staff put together a contract to continue working with them.

The Consensus of the Board was to move forward with the agreement.

#### **I. FY 2023 Update to Fees & Collection Procedures Manual**

Finance Director Andrew Laflin explained that every year each department proposes potential updates to the Fees and Collection Procedures Manual. He listed four major areas with fee updates:

- Development Services
- Parking
- Sanitation
- Marina

If the Board is in agreement with the changes, it would need to be ratified through an ordinance which would be brought back at the August meeting for first reading and public hearing. The new fee would take place October 1<sup>st</sup>.

Vice Mayor Kerr asked why they would want to charge for the conversion of a nonconforming non-habitable area into a habitable area. It is an impact fee, and he is against it. Director Rowan said it was an application that would need to go to the Special Magistrate. If the Special Magistrate granted the application, then a building permit would be required. If the building permit is received, then the impact fee will be charged. It is being added to Article II. Development Services, B. Special Magistrate Hearings in order to make the fee schedule more specific.

Vice Mayor Kerr asked about the \$75 replacement totter fee. Director Wepfer said a lot of totters were stolen and could not be tracked by the serial number, but residents could put their addresses on them.

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

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

### **J. Frontier Phone Lines**

Vice Mayor Kerr said he understands there are copper phone lines that are no longer serviced and asked for them and the rusted junction boxes to be removed.

Director Wepfer said Frontier is not allowed to work in the City because of damages they caused in 2022. They were stopped in the middle of undergrounding. The City Attorney said he has been working to get the City paid what they are owed for the road repair. He was asked by their attorney if Frontier would be allowed to begin applying for permits for work in the City if the money was paid. He was told by the City Manager they could. He is expecting a check shortly. If they do not get paid, then a meeting will be set up between all parties. If they still do not get paid, then he will ask for authority from the Board to file suit against Frontier.

Director Wepfer said Frontier would want to finish the undergrounding, but she will work with them on cleaning up the lines. The Mayor asked what they would do about the junction boxes that were left in people's yards. Director Wepfer said she did not know if Frontier knew they had left them.

Vice Mayor Kerr asked if residents were using the copper lines. Director Wepfer said when lines are no longer being used, they are left abandoned. The Vice mayor said he would be amenable to them removing the cans and cutting the lines six inches below the ground.

### **K. Election Sign Options**

Vice Mayor Kerr said election signs are an issue during election season and asked if they could incentivize it so candidates sign off on not purchasing yard signs. The City could offer other types of marketing for the candidates.

The City Attorney said people have the legal right to have yard signs as long as they meet the sign code. They could provide direction in the election packet that candidates would agree not to do

certain things. There is a state statute that says the City cannot use City resources or funds to promote a candidate.

### **L. Shade Structures**

Marci Forbes, Community Development Engineer, gave a presentation on what was brought before the Planning Commission regarding shade structures. She listed questions to consider if the City decided to begin permitting shade structures as follows:

- Defining “shade structure” and/or “sun shelter,” with differentiation between shades that are free-standing structures, attached to & extend out from the house or retractable styles.
- What setbacks would be applicable to the structure?
- What is the allowable square footage and height?
- Would construction be limited to four minimally sized posts composed of what type of material?
- The structure would have no walls.
- What roof material would be allowed?
- If other than an official “chickee hut,” what permit design documents would be required?
- How will the allowance of these structures be viewed by FEMA, and what impact could it have on our community Rating System (CRS)?
- Visibility for neighboring properties.
- Potential for more outdoor kitchens.
- What to do with the shade structures that are already built and unpermitted?

Ms. Forbes said permitting would need to take into consideration the maximum area of a lot or parcel to be covered and the site location. Staff asked for direction from the Board.

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

Commissioner Tagliarini asked if there was a complaint that got it started. Director Rowan said there had been multiple complaints. Commissioner Tagliarini asked if a chickee hut was like a tiki hut. Director Rowan said it is very similar but is not subject to Florida Building Code. It must be permitted to meet zoning codes and cannot have power or water. Currently, there is nothing in the Code that allows for a shade structure.

Commissioner Tagliarini said people should be able to have a shade structure. Commissioner McGeehen agreed as long as they were within limits. The Mayor said the setback on the smaller lots does not allow room for them.

Ms. Forbes said they would reach out to the Florida Department of Emergency Management, the State Floodplain Management Office, and the county for feedback before drafting something up.

Mayor Rostek opened to public comment.

Michelle Helms, 546 Johns Pass Avenue, said she was not in favor of it. She explained her experience with the Building Department when she rebuilt her home and now her experience with her neighbor erecting a very large tiki hut in their backyard.

The Mayor suggested having a discussion about concealing the structures with natural landscaping.

An unidentified speaker said she was the neighbor who had the problem. She put in areca palms to block the view of the very large tiki hut, and Ms. Helms also planted palm trees. She is fighting for everyone to have outdoor space.

Vice Mayor Kerr thought someone at the Planning Commission meeting mentioned the view triangle. The idea is the same as putting a dock or boat lift in the center third and having your neighbors sign off on it. Director Rowan said they wanted to research it more.

The consensus of the Board was to have Community Development bring back specifications from other cities for more discussion.

#### **M. Development Agreement Process**

Vice Mayor Kerr said they need to review, approve, or amend the process. The Board needs to become involved in what is proposed early in the design process. Once plans and specs have been approved in a Planned Development, that is what is approved, and staff should not have the authority to change it. The Board needs structure in what they want in return in a Planned Development Agreement.

Director Rowan said they could look at it. She would need direction from the City Attorney because it is a contract. She would rely on the City Attorney for any changes in a Planned Development Agreement.

Commissioner Brooks thought they needed to rely on staff to guide them during the process because they needed to get the most out of the developer. A lot of communication is the key. Vice Mayor Kerr agreed.

Commissioner Tagliarini said some people do not think planned developments are needed, but they should have what the City would want in a chart like Mr. Hudson presented when he was on the Board.

The City Attorney said it is not a free-for-all, and there are things called illegal exactions. You cannot tell a developer to pay for items that do not have anything to do with what is being developed, or the City will get sued. They could probably look at the credit suggestion.

The City Attorney said a planned development and a development agreement are not the same things. A planned development is a development that is being proposed that does not necessarily fit within the zoning category. The changes requested by the developer to fit within the zoning category are done in a site plan. The development agreement includes the site plan and other provisions that would protect the City. Any change or amendment to a development agreement is treated as if it is a new development agreement, and the process would start over.

Mayor Rostek opened to public comment.

Dave Hutson, 15308 Harbor Drive, listed the items he included in his chart when he was on the Board. If the Board would get the development agreement early, the citizens would hear about it sooner, and they would get buy-in earlier, making it easier on everyone.

#### **N. City Manager's June 2023 Report**

The City Manager reviewed the City Manager's report for June 2023.

The City Attorney said the attorney representing the City in the case of Madeira Beach versus Overture Realty received a settlement offer and is requesting a Shade meeting. He would like to set the meeting for August 9<sup>th</sup> at 5:00 p.m. before the workshop meeting and asked the Board for approval. The Commission approved.

Commissioner Brooks spoke in reference to a comment made at the end of the last meeting to the citizens regarding her comment about a select few bullies.

Commissioner Brooks said she was appointed to serve on the Tampa Bay Regional Planning Council, and their first meeting in June was canceled because they did not have a quorum. The next meeting is scheduled for August 14<sup>th</sup>. She applied for and was appointed to the Pinellas County Charter Review Committee, and the first meeting is scheduled for August 16<sup>th</sup>. She will give an update on both meetings at the next workshop.

#### **5. ADJOURNMENT**

Mayor Rostek adjourned the meeting at 9:48 p.m.

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James "Jim" Rostek, Mayor

ATTEST:

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Clara VanBlargan, MMC, MSM, City Clerk



## MEMORANDUM

**Date:** July 12, 2023  
**To:** Hon. Mayor and Board of Commissioners  
**Through:** Robin Gomez, City Manager  
**From:** Andrew Laflin, Director of Finance  
**Subject:** Ordinance 2023-18 Fees and Collection Procedure Manual – FY 2023 Update

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### **Background**

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

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

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

### **Fiscal Impact**

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

### **Recommendation**

Staff recommends approval of Ordinance 2023-18 on First Reading.

### **Attachment(s):**

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

**ORDINANCE 2023-18**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**Exhibit A**  
**Ordinance 2023-18**



# **FEES & COLLECTION**

# **PROCEDURE MANUAL**

(Updated Through Ordinance 2023-05)

**Office of the City Clerk**  
**Adopted: July \_\_, 2023**

# FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE 2023-05)

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

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

### SECTION A. What is a public record?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CUSTODIAN OF PUBLIC RECORDS**

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

**RECORDS CUSTODIANS**

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

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

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**ARTICLE II. DEVELOPMENT SERVICES**

*A. General Development Services Fee Structure:*

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

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

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

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

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

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

D. *Platting.*

(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

- (1) Review of construction drawings ..... \$500.00
- (2) Replat ..... \$500.00
- (3) Final ..... \$500.00
- (4) Amendment to a plat ..... \$500.00
- (5) Minor subdivision ..... \$350.00
- (6) Lot line adjustments..... \$200.00
- (7) Unity of title ..... \$100.00
- (8) Rescission of unity of title ..... \$250.00

E. *Vacation. (Not including costs associated with referendum)*

(Res. 2016-24, 07/12/2016, Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

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

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

F. *Site Plan and Redevelopment Process*

Level of site plan review to be determined in accordance with city land development ordinance and interpreted by development review staff.

(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

- (1) Minor Site Plan Review ..... \$300.00
- (2) Intermediate Site Plan Review
  - a. Preliminary Site Plan ..... \$300.00
  - b. First Review Site Plan Submittal .....\$1,000.00
  - c. Each Additional Submittal..... \$500.00

(3) Major Site Plan Review

- a. Preliminary Site Plan ..... \$500.00
- b. First Review Site Plan Submittal.....\$2,000.00
- c. Each Additional Submittal..... \$500.00
  
- (4) Administrative Waiver ..... \$500.00
  
- (5) Encroachment Extension .....\$1,000.00

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

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

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

**H. Zoning Verification Letter ..... \$100.00**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) For Administrative Review and Approval .....all staff hourly rates, legal and recoding fees

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

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

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

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

*P. FEMA Verification Letter ..... \$100.00*

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

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

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

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

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

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

*S. S. Specific Site Plan Applications*

(1) Dog Dining Request .....\$75.00

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

(2) Sign, Murals, Banners .....\$75.00

**T. Building Permit Fee Schedule.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**U. Impact Fee Schedule**

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

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

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

**ARTICLE III. FINANCE DEPARTMENT**

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

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

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

D. *Recording of Documents:*

(1) First Page .....\$10.00

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

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

~~129<sup>th</sup> Avenue West & Gulf Boulevard ————— 134<sup>th</sup> Avenue West & Gulf Boulevard~~

~~130<sup>th</sup> Avenue West & Gulf Boulevard ————— 135<sup>th</sup> Avenue West & Gulf Boulevard~~

~~131<sup>st</sup> Avenue West & Gulf Boulevard ————— 136<sup>th</sup> Avenue West & Gulf Boulevard~~

~~132<sup>nd</sup> Avenue West & Gulf Boulevard ————— Johns Pass Park~~

~~133<sup>rd</sup> Avenue West & Gulf Boulevard~~

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

(1) Overtime Parking .....\$60.00

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

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

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

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

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

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

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

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

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

Johns Pass Seafood Festival

The Fourth of July

Memorial Day

Additional event days as authorized by the BOCC by resolution.

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

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

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

**ARTICLE IV. FIRE DEPARTMENT**

**A. Fire & Life Safety Inspection**

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

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

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

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

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

*B. Fire Plan Review and Correlated Inspection(s)*

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

*C. CPR Classes.*

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

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

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

*E. Special Event Fee*

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

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**ARTICLE V. PARKS & RECREATION**

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

A. Recreation.

(1) Adult Sports Registration:

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

(2) Youth Sports

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

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

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

(4) Summer Camp Program:

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

(5) Fitness Classes

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

B. Recreation Center and City Hall Rentals.

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

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

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

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

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

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

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

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

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

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

- c. Resident discount on hourly rates.

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

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

C. Park Pavilion Rentals

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

(1) Archibald Park

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

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

(2) John's Pass Park:

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

(3) Splash Pads Rentals

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

D. Athletic Field Rentals

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

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

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

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

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

E. Wedding Permits.

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

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

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

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

F. *Special Events.*

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

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

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

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

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

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

(4) Fees

a. Large Event (1,000+ Attendees)

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

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

i. Stage Fee

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

ii. Field Usage Fee

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

c. City Event Fees

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

2. Barricade Fee - per day .....\$10.00

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

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

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

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

## ARTICLE VI. PUBLIC WORKS

### A. Trash, Recycling, and Garbage

#### (1) Removal service fees-

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

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

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

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

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

(2) Recycling service fees (Commercial)

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

(3) Billing.

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

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

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

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

(5) Owner's liability.

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

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

*(Code 1983, §19-511)*

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

*B. Stormwater Utility Management*

(1) Created.

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

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

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

(2) Schedule of Rates

*(Res. 05.20, 09/14/2005)*

- (1) The EDU rate shall be \$10.00 per month for each EDU.
- (2) The stormwater management utility fee shall be calculated for each developed property as follows:
  - i. The fee for property consisting solely of dwelling units is the rate of one EDU multiplied by the number of dwelling units existing on the property. That is:

**Fee = (EDU rate) X (Number of dwelling units)**

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

**Fee = (EDU rate) X (Impervious area expressed in square feet) / 1,249 square feet, but not less than the rate for one EDU)**

***\*Fractional remainders***

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

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

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

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

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

(4) Adjustments of fees.

*(Code 1983, §19-512)*

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

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

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

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## ARTICLE VII. MADEIRA BEACH MUNICIPAL MARINA

### A. Vessel inspection.

*(Code 1983, Chapter 19, Article VII)*

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

### B. Madeira Beach Municipal Marina fees

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

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

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

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

- b. Gulf of Mexico Commercial Fishing Fleet Discount..... \$0.30/gal
- c. 50+ Gallon ..... \$0.05/gal
- d. Boat US/ Sea Tow ..... \$0.05/gal
- e. Madeira Beach Resident ..... \$0.05/gal
- f. City Co-sponsored / Community events..... \$0.20/gal
  - i. Great American Grunt Hunt
  - ii. King of the Beach fishing tournament (Spring and Fall)
  - iii. Veterans Boat Parade
  - iv. Wild West Kingfish Tournament (*Spring and Fall*)
  - v. Sun Coast Kingfish Classic (*Spring and Fall*)
  - vi. Christmas Boat Parade
  - vii. Any other City Co-sponsored events as approved by the City Manager
  
- (17) Surveillance camera optional fee ..... \$25.00/month
  
- (18) Live-aboard permits ..... \$5.00(72 hours)  
*(Res 2019-18, 12/17/2019)*
  
- (19) Temporary 3HR Wet Slip Parking/No Power..... \$20.00 + Tax

*This page reserve for Publications by the City Clerk*



## MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Clara VanBlargan, City Clerk

DATE: 07/28/2023

RE: **Ordinance 2023-23, Board of Commissioners Compensation and Health Insurance – 1<sup>st</sup> Reading & Public Hearing**

### **Background**

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

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

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

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

### **City Charter, Section 4.11 Compensation; expenses.**

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

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

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

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

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

### **Fiscal Impact**

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

### **Recommendation**

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

### **Attachments:**

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

**ORDINANCE 2023-23**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
James "Jim" Rostek, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

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

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

#### **Section 4.10 Independent audit.**

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

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

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

#### **Section 4.11 Compensation; expenses.**

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

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

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

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

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

#### **Section 4.12 Recall.**

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

(Ord. No. 2018-16 , § 1, 1-8-2019)

### **ARTICLE V. CHARTER OFFICERS, ADMINISTRATIVE DEPARTMENTS AND CIVIL SERVICE COMMISSION<sup>3</sup>**

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

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

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

**ORDINANCE 2015-08**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE ANNUAL SALARY OF THE MAYOR AND DISTRICT COMMISSIONERS PURSUANT TO SECTION 4.11 OF THE CITY CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Commissioners of the City of Madeira Beach has reviewed the salaries currently paid to the Mayor and District Commissioners; and

**WHEREAS**, the Board of Commissioners has determined that the salaries are due to be increased; and

**WHEREAS**, the Board of Commissioners has determined that the increases in salary are appropriate and reasonable;

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

**SECTION 1.** That the annual salary of the Mayor shall be \$10,000.00.

**SECTION 2.** That the annual salary for District Commissioners shall be \$7,000.00

**SECTION 3.** That this ordinance shall become effective immediately upon final passage and adoption, however, the salary increases shall not become effective as to any District Commissioner or the Mayor presently sitting in the Board of Commissioners until the expiration of their current term of office.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]**

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF MADEIRA BEACH, FLORIDA, this  
14<sup>th</sup> day of JULY, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
TOM TRASK, City Attorney

  
\_\_\_\_\_  
TRAVIS PALLADENO, Mayor

ATTEST:

  
\_\_\_\_\_  
AIMEE SERVEDIO, City Clerk

PASSED ON FIRST READING: 06/09/2015

PUBLISHED: 06/26/2015

PASSED ON SECOND READING: 07/14/2015

# Tampa Bay Times

Published Daily

STATE OF FLORIDA } ss  
COUNTY OF Pinellas County

Before the undersigned authority personally appeared **Virginia Marshall** who on oath says that he/she is **Legal Clerk** of the **Tampa Bay Times** a daily newspaper published at St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Ord 2015-08** was published on **Tampa Bay Times: 6/26/15**. in said newspaper in the issues of **St Pete Times Beaches**

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

Signature of Affiant

Sworn to and subscribed before me this 06/26/2015.

Signature of Notary Public

Personally known  or produced identification

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



JOSEPH F. FISH  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF116052  
Expires 6/23/2018

## NOTICE OF PUBLIC HEARING THE CITY OF MADEIRA BEACH, FL

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach Charter, and Florida Statutes §166.041 (3)(c)(2):

**NOTICE IS HEREBY GIVEN**, the Board of Commissioners of the City of Madeira Beach will conduct a second and final reading of Ordinance 2015-08 on Tuesday, July 14, 2015 at 6:00 p.m. in the City of Madeira Beach Commission Chambers, located at 300 Municipal Drive, Madeira Beach, FL 33708.

The title of said Ordinance is as follows:

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE ANNUAL SALARY OF THE MAYOR AND DISTRICT COMMISSIONERS PURSUANT TO SECTION 4.11 OF THE CITY CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE**

Copies of the proposed Ordinance are available for inspection in the Office of the City Clerk between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

All persons are hereby advised that nay presentation they make to the Board of Commissioners will be encouraged to be as precise as possible. The Board of Commissioners may limit the time of each individual to permit maximum participation by the public at large. Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of 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. Therefore, the applicant must make the necessary arrangements with a private reporter or private recording firm and bear the resulting expense. 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) 391-1131.

Aimee Servedio  
City Clerk

6/26/2015

151131-1

**ORDINANCE 2019-04****AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ORDINANCE 2015-08 TO CORRECT A SCRIVENER'S ERROR IN THE ANNUAL SALARY OF THE DISTRICT COMMISSIONERS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with City of Madeira Beach Charter, Sec. 4.11, the Board of Commissioners adopted Ordinance 2015-08 on July 14, 2015, to increase the salary of the Mayor and District Commissioners. Due to an error in the salary amount stated in Ordinance 2015-08 for District Commissioners, the ordinance must be amended to correct the scrivener's error.

**WHEREAS**, at the April 28, 2015 Board of Commissioners Workshop Meeting, the Board of Commissioners discussed increasing the salary of the Mayor and the District Commissioners. Following that discussion, the consensus of the Board was to increase the annual salary of the Mayor to \$10,000, and to increase the annual salary of the District Commissioners to \$7,500.00. The Board of Commissioners adopted Ordinance 2015-08 on July 14, 2015, increasing the annual salary of the Mayor and the District Commissioners, with an effective date to begin on the date of commencement of the terms of Commissioners elected in March 2016, and at which time, the Board members began receiving the new annual salary amounts.

**WHEREAS**, Ordinance 2015-08 stated that the annual salary for the District Commissioners to be \$7,000 and not \$7,500. The scrivener's error went unnoticed until December 2018, when a citizen contacted the now, City Clerk concerning the discrepancy. After researching, the City Clerk confirmed that there was an error made based on the consensus that was made by the Board at the April 28, 2015, Board of Commissioners Workshop Meeting; there was no mention of decreasing the salary amount from \$7,500 to \$7,000 for District Commissioners during first reading of Ordinance 2015-08 at the June 9, 2015, Board of Commissioners Regular Meeting; there was no mention of decreasing the salary amount from \$7,500 to \$7,000 for District Commissioners during second reading, public hearing, and adoption of Ordinance 2015-08, at the Board of Commissioners Regular Meeting on July 15, 2015; and there was an emailed reminder on March 17, 2016, from the City Manager's office to the Finance Department, stating the amount of the new annual salary for the Mayor to be \$10,000 and for the District Commissioners to be \$7,500, and the effective date of the increases to be April 12, 2016, date when new Commissioners would be sworn into office.

**WHEREAS**, due to the consensus made by the Board of Commissioners on April 28, 2015 at the workshop meeting to increase the annual salary of the District Commissioners to \$7,500; there were no mention in the meeting minutes during first reading and second reading to decrease that amount to \$7,000; and based on the emailed reminder of the effective date and amount of the salary increases, which after review and consultation with the City Attorney (after research and consultation with assistant counsel for the State of Florida Division of Elections) appears to be a scrivener's error based on workshop minutes. District Commissioners were intended and will continue receiving an annual salary of \$7,500 and will not have to reimburse the City due to the error.

WHEREAS, Ordinance 2019-04 serves to correct a scrivener's error in Ordinance 2015-08, providing that the annual salary of the Mayor is \$10,000 and the corrected annual salary amount for District Commissioners is \$7,500.

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

Section 1. Ordinance 2019-04 serves to replace Ordinance 2015-08, correcting the scrivener's error and providing that the annual salary of the Mayor is \$10,000 and the corrected annual salary amount for District Commissioners is \$7,500.

Section 2. Due to the scrivener's error, the District Commissioners do not have to reimburse the City for any additional monies paid to them and will continue receiving the \$7,500 annual salary.

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

Section 4. If any section, subsection, sentence, clause, phrase or provision of this Ordinance is for any reason held invalid or unconstitutional by court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this Ordinance invalid or unconstitutional.

Section 5. This Ordinance shall be in full force and effect from and after its adoption and approval in the manner approved by law.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FL, THIS 19<sup>th</sup> DAY OF March, 2019.

*Maggi Black*  
Maggi Black, Mayor

ATTEST:

*Clara VanBlargan*  
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

*Ralf G. Brookes*  
Ralf Brookes, City Attorney



**PASSED ON FIRST READING:** 2/12/2019

**ADVERTISED FOR PUBLIC HEARING:** 3/1/2019

**PASSED ON SECOND READING:** 3/19/2019

**Tampa Bay Times**  
Published Daily

STATE OF FLORIDA )  
COUNTY OF Pinellas County } ss

LEGAL NOTICE

**NOTICE OF PUBLIC HEARING  
CITY OF MADEIRA BEACH**

Before the undersigned authority personally appeared Jill Harrison who on oath says that he/she is Legal Clerk of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: ORD. 19-03,04 was published in Tampa Bay Times: 3/1/19. in said newspaper in the issues of St Pete Times Beaches

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

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

**NOTICE IS HEREBY GIVEN**, the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing** for the adoption of proposed Ordinance 2019-03 and Ordinance 2019-04 on Tuesday, March 19, 2019 at 6:00 p.m. The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The title of said Ordinance is as follows:

**ORDINANCE NO. 2019-03**

**AN ORDINANCE AMENDING CITY CODE ARTICLE III. - BOARDS, COMMITTEES, COMMISSIONS DIVISION 4 CIVIL SERVICE COMMISSION SECTION 2-127 ORGANIZATION REGARDING MEETINGS OF THE CIVIL SERVICE COMMISSION TO AMEND THE FREQUENCY OF REQUIRED REGULAR (NON-GRIEVANCE) MEETINGS OF THE CIVIL SERVICE COMMISSION.**

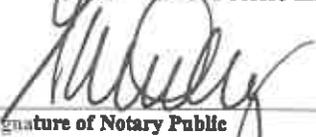
**ORDINANCE NO 2019-04**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ORDINANCE 2015-08 TO CORRECT A SCRIVENER'S ERROR IN THE ANNUAL SALARY OF THE DISTRICT COMMISSIONERS; AND PROVIDING FOR AN EFFECTIVE DATE.**

  
Signature of Affiant

A copy of the proposed Ordinances is available for inspection in the City Clerk's Office between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. If you would like more information regarding proposed ordinances, please contact City Clerk Clara VanBlargan at 727-391-9951, ext. 231.

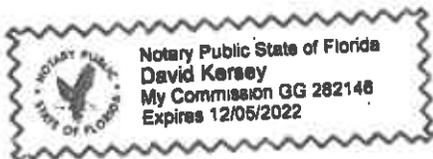
I, Jill Harrison, do hereby certify that the above and foregoing is a true and correct copy of the original as the same was presented to me and subscribed before me this 03/01/2019.

  
Signature of Notary Public

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. All persons are hereby advised that any presentation they make to the Board of Commissioners will be encouraged to be as precise as possible and will be limited to three minutes per speaker to permit maximum participation by the public at large.

Personally known  or produced identification   
Type of identification produced \_\_\_\_\_

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during a public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private reporter or private recording firm to make the verbatim record.



In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 4:00 p.m. on the day prior to the meeting: (727) 391-9951, Ext. 231 or 223 or fax a written request to (727) 399-1131.

Clara VanBlargan, MMC, MSM, City Clerk

**ORDINANCE 2023-24**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
James "Jim" Rostek, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

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

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

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

Item 9C.



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

**Who:**  
**Full Time Only**

**Vesting:**  
**8 years of employment 100%**

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

**Contribution:**  
**Employer = 13.57%**  
**Employee = 3%**

**Contribution:**  
**Employer = 9%**  
**EE = 0%**

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

**Retirement:**  
**Available upon Retirement**

# Plan COMPARISON CHART



Florida Retirement System

## Comparing the Plans: Investment Plan and Pension Plan

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

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

### Have Questions?

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

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

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

# Plan COMPARISON CHART

## Additional Plan Features

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

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



# WORKING AFTER RETIREMENT

## For FRS Pension Plan

July 2023



## Reemployment Rules for Pension Plan Members

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

### What You Need to Know

Once you become a Pension Plan retiree:

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

### When do I become a Pension Plan retiree?

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

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



### FRS Employment Defined

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

**FRS employment:**

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

**FRS-covered employment:**

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

### Caution!

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

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

## When can a Pension Plan retiree return to FRS employment?

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

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

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

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

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

No. Being hired by a private employer (must not provide any services to an FRS employer) or a non-FRS public employer<sup>4</sup> after becoming a Pension Plan retiree will have no impact on your Pension Plan benefits (except for disability retirement — see below).

## Would being rehired affect my FRS disability benefits?

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

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

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

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

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

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

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## MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Clara VanBlargan, City Clerk

DATE: July 28, 2023

RE: **Ordinance 2023-25, Adjusting Election District Boundaries – 1<sup>st</sup> Reading & Public Hearing**

### **Background**

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

The Board of Commissioners workshopped this item on June 28, 2023 and July 26, 2023. The consensus was to adjust the Election District Boundaries. This item was prepared for that purpose.

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

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

The Chart below shows the number of electors for each district in 2007, 2008, 2014, 2018, 2023, and in 2023 with the proposed change in district boundaries. The City Clerk’s office obtained the number of

current electors for 2023 as of the last election from the Pinellas County Supervisors of Elections. The Community Development Department recently prepared the updated district maps.

### **Fiscal Impact**

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

### **Recommendation**

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

If Ordinance 2023-25 is approved, it will be advertised for a second reading and public hearing on September 13, 2023.

### **Attachments**

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

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

**ORDINANCE 2023-25**

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
James "Jim" Rostek, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

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

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

### City Charter, Section 3.2 Election district.

Each district shall be approximately equal in number of electors:

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

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

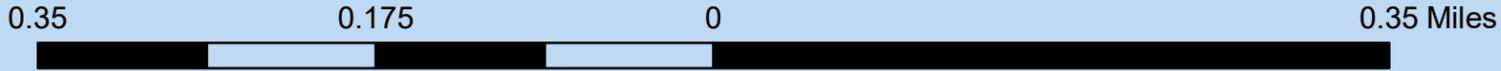
Editor's note(s)—Ord. No. 998, adopted December 14, 2004, renumbered § 3.1 as § 3.2. The historical notation has been preserved for reference purposes.

# District 1 (Draft)

Item 9D.

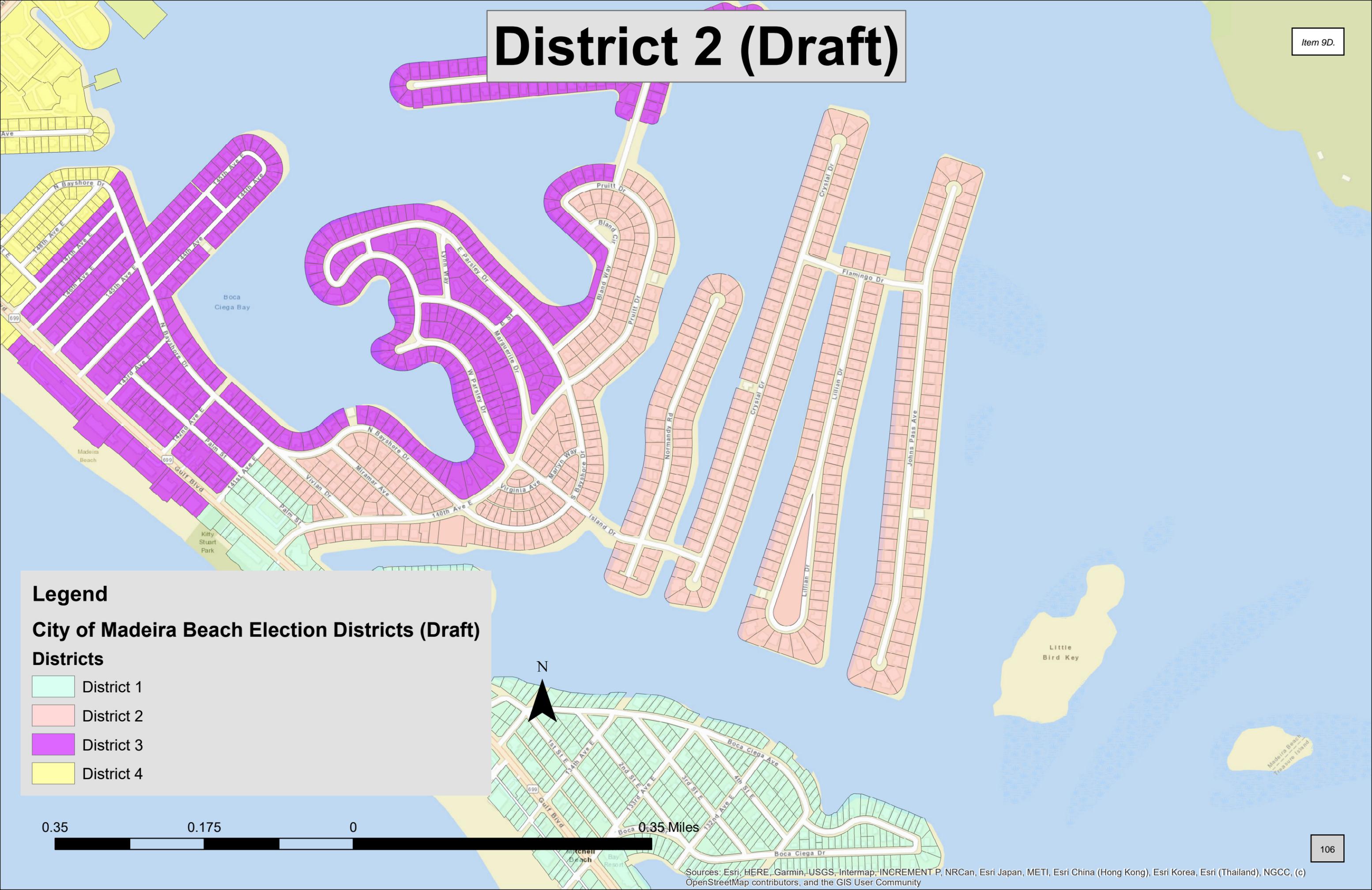
**Legend**  
**City of Madeira Beach Election Districts (Draft)**  
**Districts**

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



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

# District 2 (Draft)

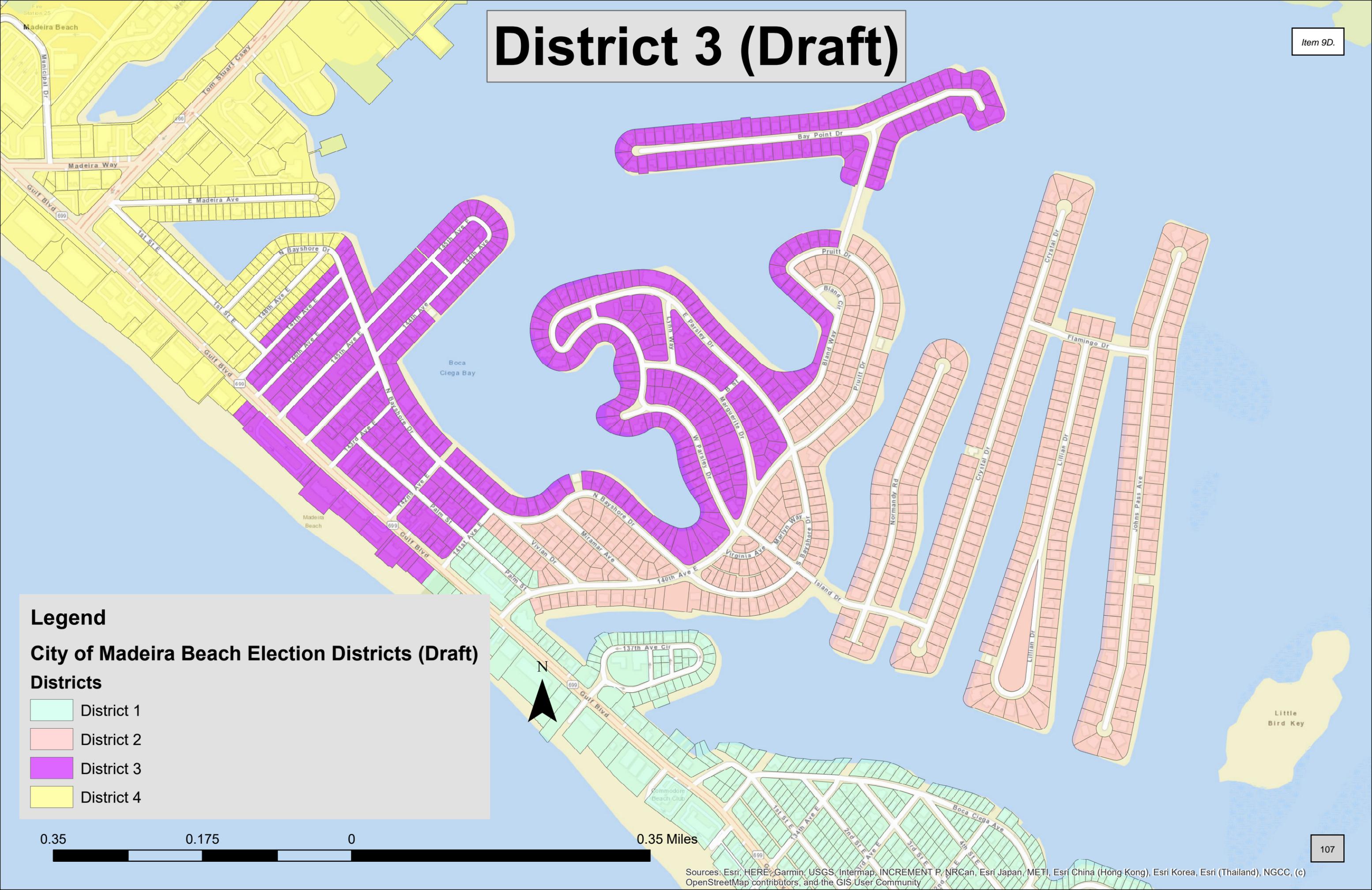


**Legend**  
**City of Madeira Beach Election Districts (Draft)**  
**Districts**

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



# District 3 (Draft)



**Legend**  
**City of Madeira Beach Election Districts (Draft)**  
**Districts**

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

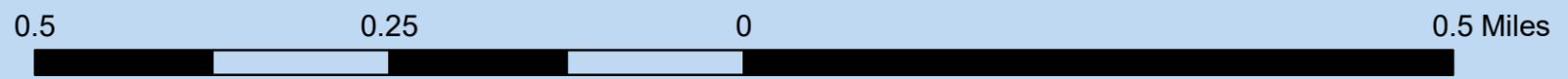
0.35 0.175 0 0.35 Miles

# District 4 (Draft)

Item 9D.

**Legend**  
**City of Madeira Beach Election Districts (Draft)**  
**Districts**

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



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



**Legend**

**City of Madeira Beach Election Districts (Draft)**

**Districts**

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







## MEMORANDUM

**Date:** 7/31/2023  
**To:** Board of Commissioners  
**From:** Robin I. Gomez, City Manager  
**Subject:** REVIEW TOM & KITTY STUART PARK PARKING

### **Background**

Since March 2021, the City has provided 14 paid (\$3/hour) parking spaces for the public to use first come-first served at the Tom & Kitty Stuart Park parking lot. The reconfigured park and parking lot added eight (8) additional spaces in 2021, the result of the park's and neighboring business construction/redevelopment. Prior to March 2021, six (6) spaces were available for public use.

### **Discussion:**

Prior to the business' opening, the spaces were utilized more by residents for free using a Resident Parking Permit. Once the park/parking areas reopened after the redevelopment, spaces have been mostly occupied/used by paying customers/visitors. Residents can still park for free (with their Resident parking permit), but due to the adjacent business, spaces fill up quicker than before the business existed. Various residents have requested the City add a few spaces for Resident Permit parking only. The Commission can elect to make such a change by designating a certain number of spaces to be designated as Resident Parking Only, by/with a valid permit.

### **Fiscal Impact**

A reduction in Parking revenue estimated at \$563/month/space (average per space from March 2021 to June 2023 for visitors paying at the meter/kiosk in the lot, previously from Jan 2018 to Feb 2021 revenue was \$98/month/space).

### **Recommendation:**

Staff recommends a 2-3 month test phase for up to 2 spaces to be used as Resident Parking Only, by/with valid permit

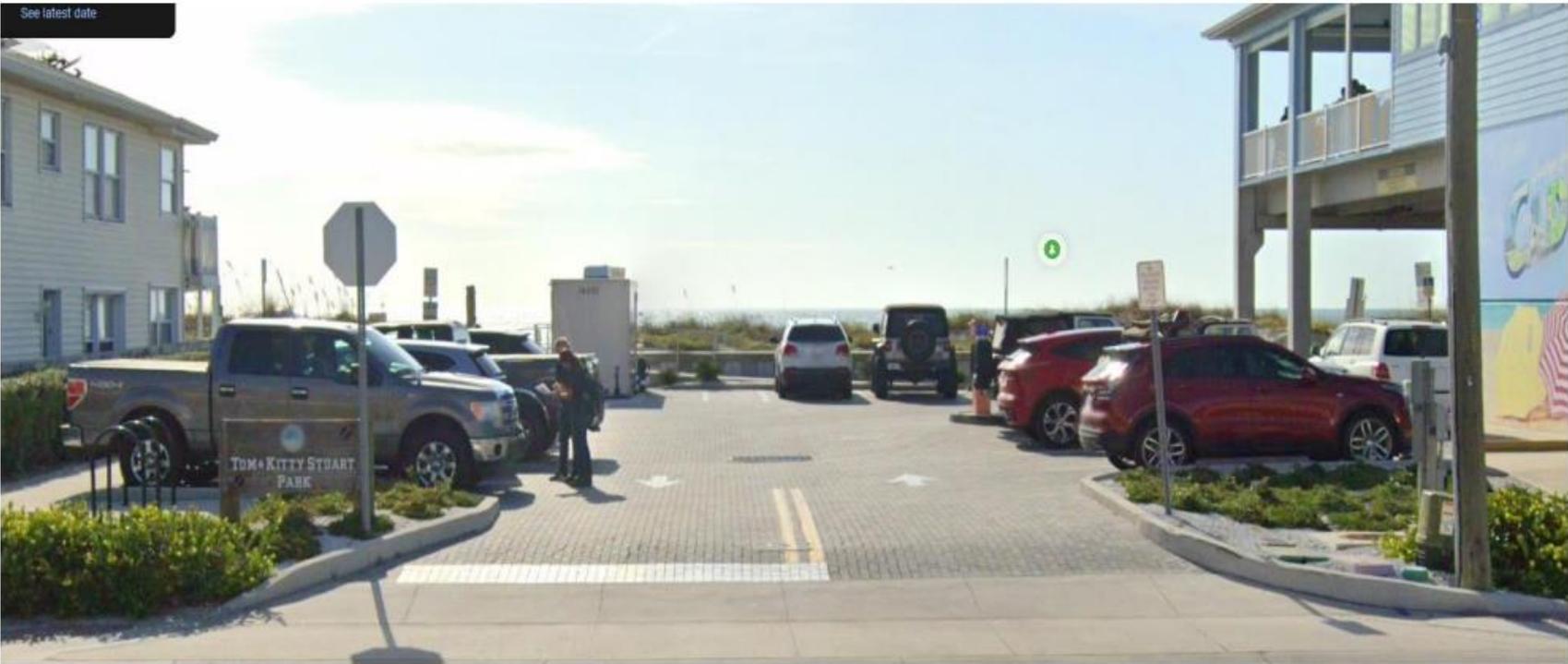
**Kitty Stuart Parking Revenues - METER/KIOSK ONLY**

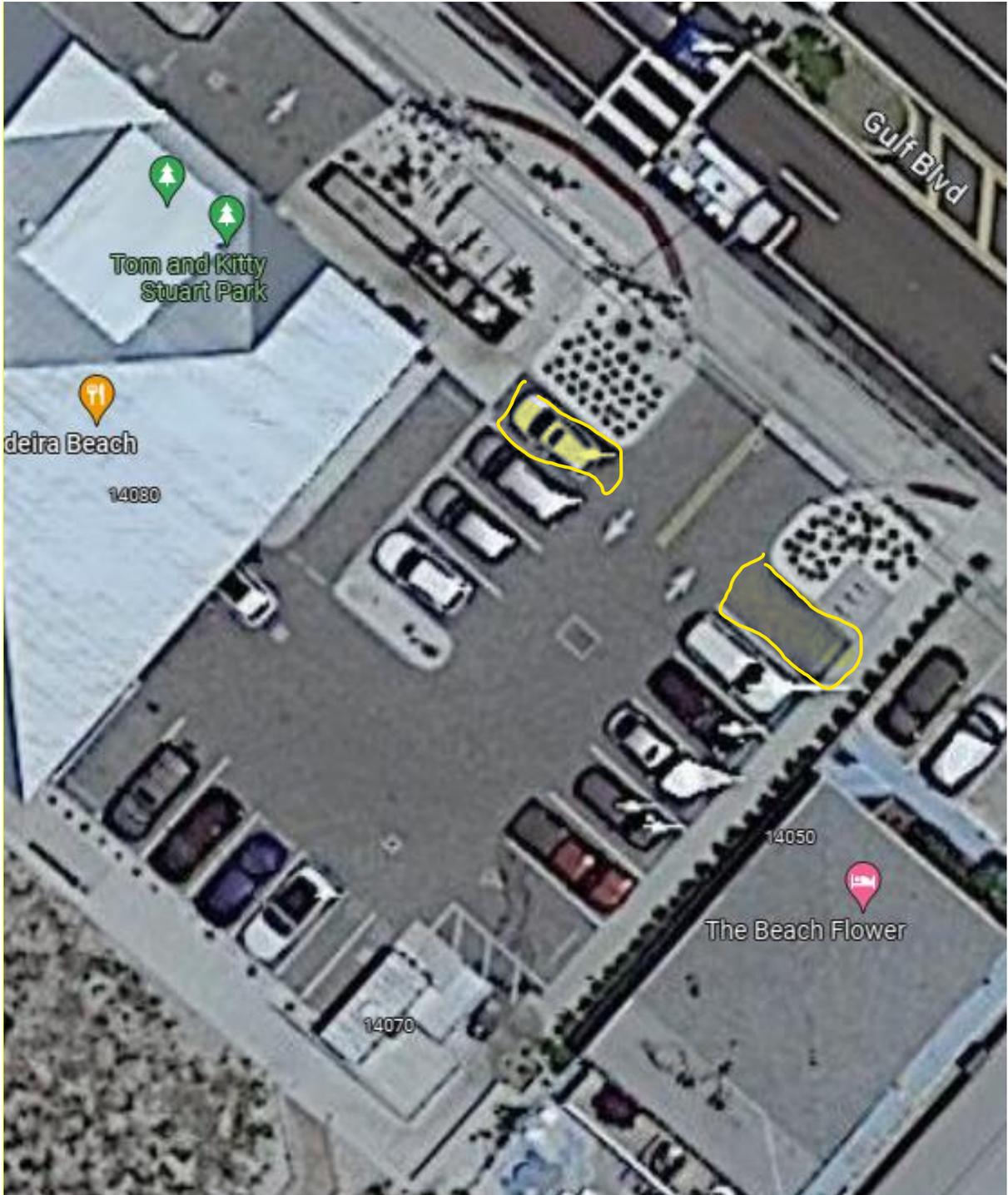
	<b>Fiscal Year 2018</b>	<b>Fiscal Year 2019</b>	<b>Fiscal Year 2020</b>	<b>Fiscal Year 2021</b>	<b>Fiscal Year 2022</b>	<b>Fiscal Year 2023</b>
<b>October</b>	564.00	273.05	451.25	-	7,909.65	5,667.00
<b>November</b>	376.00	217.85	306.25	-	6,704.69	5,313.00
<b>December</b>	305.20	386.25	31.25	-	7,590.88	5,175.00
<b>January</b>	139.50	256.50	111.13	-	6,386.85	6,447.00
<b>February</b>	642.00	699.00	267.84	5.00	7,547.60	7,452.00
<b>March</b>	704.50	1,003.75	-	5,815.61	11,481.30	8,790.00
<b>April</b>	973.00	1,006.50	-	9,611.13	9,237.50	9,051.00
<b>May</b>	746.00	940.75	-	10,286.44	9,570.45	8,697.00
<b>June</b>	1,357.00	966.25	-	9,326.08	9,679.15	8,316.00
<b>July</b>	1,374.80	840.00	-	8,239.54	10,323.00	-
<b>August</b>	803.15	532.50	-	6,836.41	7,506.00	-
<b>September</b>	171.75	616.25	-	6,300.64	5,775.00	-
<b>Meter Totals</b>	\$ 8,156.90	\$ 7,738.65	\$ 1,167.72	\$ 56,420.85	\$ 99,712.07	\$ 64,908.00
<b>Sales Tax</b>	\$ 533.63	\$ 506.27	\$ 76.39	\$ 3,691.08	\$ 6,523.22	\$ 4,246.32
<b>Revenue</b>	\$ 7,623.27	\$ 7,232.38	\$ 1,091.33	\$ 52,729.77	\$ 93,188.85	\$ 60,661.68

**NOTE: Above revenue excludes payments made via the ParkMobile App, which has increased City-wide by over 12%**



See latest date







# MEMORANDUM

TO: Honorable Mayor and Board of Commissioners  
 VIA: Robin Gomez, City Manager  
 FROM: Jay Hatch, Recreation Director  
 DATE: July 17, 2023  
 RE: **City Hall Fitness Facility**

### Background

Based on prior discussion of the utilization of the fitness center located at City Hall, staff has prepared a plan to potentially open the facility to the public.

**Strengths:** Fitness Center built out and equipped for use. No additional financial commitment for software. Fitness Center cleaning already included in the current contract.

**Challenges:** Fitness Center located in building not attached to Recreation Center. Limited size and space based on existing location. Shared use with FD and City staff. Additional staff responsibility without increases in staff size. Additional unknown expenses based on sanitary needs of additional usage by patrons.

### Fiscal Impact

An estimated expense spreadsheet is attached.

Initial opening of the Fitness to only Madeira Beach Residents will be offered for FREE during a trial period until January 1<sup>st</sup>. During this time, staff will be able to monitor trends with the fitness center on usage and maintenance needs. After January 1<sup>st</sup>, staff seeks to implement a paid structure for fitness center use.

- Daily – Resident - \$2 / Non-Resident \$5
- Weekly – Resident – \$5 / Non-Resident \$10
- Monthly – Resident - \$10 / Non-Resident - \$15
- Annual – Resident - \$100 / Non-Resident - \$150

### Recommendation

Staff Recommends a trial period from open until Dec 31, 2023 that is open specifically for residents and is Free to use. During this time staff will be able to evaluate usage, dial in on maintenance needs and evaluate any need for potential addition of necessary equipment. On January 1, 2024 staff will move to the implementation of a fee schedule for use based on resident, non-resident status.

**Attachments**

Fitness Center Estimated Costs

Resolution 2015-07

AIT Life Safety Keypad/Card Reader Quote

City of Seminole Fitness Center Info

City of St. Pete Beach Fitness Center Info

# Fitness Center Estimated Costs

Actual Costs	COSTS	OPERATING
Equipment Purchase (Assistance to Fire Fighters Grants) Res. 2015-07	\$ 23,655.00	
Quarterly Maintenanc Plan (\$219.99 per quarter)	\$ -	\$ 879.96
Keypad / Card Resder for Access Door	\$ 1,498.00	\$ -
Facility Daily Cleaning (Currently included in Cleaning Contract)	\$ -	\$ -
Updated Signed with rules/hours/etc	\$ -	\$ 500.00
Estimated Costs		
Sanitary Whips for Equipment (\$100 per month)	\$ -	\$ 1,200.00
10% of CivicRec Registration Software for Facility Access	\$ -	\$ 500.00
Additional equipment needs (Based on feedback - \$500 - \$5,000)	\$ -	\$ -
Staff Time - \$25/hr - \$10hr a week	\$ -	\$ 13,000.00
Quarterly Repairs - Average of \$350 per quarter.	\$ -	\$ 1,400.00
Cameras Added to Existing Surveillance System - Unknown at this time.	\$ -	\$ -
<b>Total</b>	<b>\$ 25,153.00</b>	<b>\$17,479.96</b>

**RESOLUTION 2015-07**

**A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FY2015 BUDGET BY INCREASING GENERAL FUND REVENUE AND EXPENDITURES BY \$23,655 IN ACCORDANCE WITH ASSISTANCE TO FIREFIGHTERS GRANT AWARD; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Commissioners of the City of Madeira Beach, Florida has approved a municipal budget for the fiscal year beginning October 1<sup>st</sup>, 2014 and ending September 30<sup>th</sup>, 2015; and

**WHEREAS**, the Board of Commissioners desires to amend the budget by providing that the following items be revised in the following manner for the purpose of recognizing grant proceeds and expenditures.

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

SECTION 1. The Board of Commissioners authorizes the increase of budgeted General Fund revenues, in the amount of \$23,655 (account 001.331.508).

SECTION 2. The Board of Commissioners authorizes the increase of budgeted General Fund expenditures in the amount of \$23,655 (account 001.1400.6318).

SECTION 3. This resolution shall become effective immediately upon its adoption.

**INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, THIS 10<sup>th</sup> day of March, 2015.**



\_\_\_\_\_  
TRAVIS PALLADENO, Mayor

ATTEST:



\_\_\_\_\_  
AIMEE SERVEDIO, City Clerk

# Advantage Integration Technology



**life safety**  
SINGLE SOURCE SOLUTION  
FIRE ALARM • SPRINKLER • SECURITY  
24 HOUR SERVICE

4707 140th Ave Suite 108  
Clearwater, Florida 33762  
Phone: 727-953-9886  
Fax: 727-953-9887  
EF20001812  
dshannon@aitlifesafety.com

Date: July 12, 2023  
Job Name: City of Madeira Beach – Fitness Center  
Attn: Jay Hatch  
Ph#: 727-392-0665  
email: jhatch@madeirabeachfl.gov

AIT Life Safety is pleased to submit the following proposal for changes to the existing access control system. Provide and install an outdoor, weatherproof, keypad/reader at fitness center door.

## Total Price for Above \$ 1,498. (Plus Tax)

### Specifically Included in this Proposal:

- 1. Labor to install listed devices
- 2. Equipment as listed

### Specifically Excluded in this Proposal:

- 1. Tax
- 2. Entry of cardholder database or PIN numbers
- 3. Additional devices required by owner
- 4. Permit
- 5. Repairs to other devices or wiring
- 6. Any changes/upgrades to existing design

For value received and other considerations, the seller agrees with the buyer to provide the buyer with the listed products in accordance with the terms and conditions of this proposal. Cancellation of proposal after acceptance will be billed for restocking fee for material and labor charges for work performed through date of cancellation.

Customer Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Submitted by: Dennis Shannon Office: 727-953-9886 Fax: 727-953-9887 Cell: 727-331-5718  
email: [dshannon@aitlifesafety.com](mailto:dshannon@aitlifesafety.com)

## Terms & Conditions:

1. The cost of any charges and/or additions to the system as herein contracted or as originally installed, made at the request of or made necessary or required by Client's action, or which may be required by any government agency or insurance interest or inspection and rating bureaus are to be borne by Client. Client acknowledges that client has chosen the system and that additional protection is available and may be obtained from Company over and above that provided herein, at an additional cost to client. All risk of loss or damage to the system shall be borne exclusively by Client.
2. It is understood and agreed by the parties hereto that the Company is not an insurer, and that insurance, if any, covering injury and property loss or damage on Client's premises shall be obtained by the Client. That the payments herein before named are based solely upon the value of the services herein described and it is not the intention of the parties that the Company assume responsibility for any loss or damage sustained through burglary, theft, robbery, fire or other cause. Or that there exists or shall exist any liability on the part of the Company by virtue of this agreement or because of the relationship herein established if notwithstanding the above provisions, there should arise any liability is and shall be limited to a sum equal in the amount to the service charge hereunder for a period of service not to exceed six (6) months or \$250.00 whichever is greater. Which sum shall be paid and received as liquidated damages, and not as a penalty, and the liability for said payments shall be complete and exclusive. In the event that the Client wishes the company to assume greater liability, the Client may, as a matter of right, obtain from the Company a higher limit by paying an additional amount proportioned to the responsibility and a rider shall be attached to this agreement, setting forth the additional liability of the Company and the additional charges. However such additional obligation shall in no way be interpreted to hold the Company as the insurer.
3. In the event any person not a party to this Agreement, shall make any claim or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement; including but not limited to the design, installation, maintenance, monitoring, operation, or non-operation of the alarm system; Client agrees to indemnify, defend and hold Company harmless for any and all claims and lawsuits, including the payment of all damages, expenses, cost, and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, or product liability on the part of the Company, its agents, servants or employees.
4. Client acknowledges that this Agreement, and particularly those paragraphs relating to disclaiming of warranties, liquidated damages and third party indemnification, are to be to the benefit of and are applicable to any subcontractors employed by Company to provide monitoring, maintenance, installation or service of the alarm system(s) provided herein, and that they bind Client to said subcontractors with the same force and effect as they bind Client to Company.
5. Company shall have the right to assign this Agreement to any other person, firm, or corporation without notice to Subscriber and shall have the further right to subcontract any services which it may perform.
6. Client and/or its agents represents and covenants that he has full authority to enter into this Agreement and the undersigned personally guarantees all payments covered by this Agreement.
7. In the event any of the terms or provisions of this Agreement shall be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
8. This writing is intended by the parties as a final expression of their agreements and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This agreement can only be modified in writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.
9. All notices to be given hereunder shall be in writing and may be served either personally or by mail, postage prepaid to the addresses set forth in the agreement or to any other from time to time.
10. Company's liability, disclaimer of warranties. Company does not represent or warrant that the alarm system may not be compromised or circumvented: or that the system will prevent any loss by burglary, robbery, fire, or otherwise; or that the system will in all cases provide the protection for which it is installed or intended. Client acknowledges and agrees that company has made no representations or warranties, expressed or implied, as to any matter whatsoever including without limitation the condition of the equipment, it's merchantability, or its fitness for any particular purpose, nor has Client relied on any representations of warranties expressed or implied that any affirmation of fact or promise shall not be deemed to create an express warranty that there are no warranties which extend beyond the face of the agreement hereof; that Company is not an insurer; that Client assumes all risk of loss of this agreement, particularly paragraph 2 which sets forth Company's maximum liability in the event of loss or damage to client or anyone else.
11. Receipt of copy: Client acknowledges receipt of a copy of this agreement. This agreement shall not be binding upon Company unless approved in writing by an officer of Company. In the event of non-approval the sole liability of Company shall be to refund to client the amount that has been paid to Company by Client upon signing of this agreement.



## Fitness Center

### **Fitness Center Access**

Included with Recreation Center Membership

Youth ages 12 and up may use the Fitness Center with an adult

Youth ages 15 and up may use the Fitness Center unaccompanied.

### **Fitness Center Orientation**

Fitness Center Orientation Contact the Recreation Center to set up an appointment  
727-391-8345

FREE

Ages 15 and older

Monthly

1<sup>st</sup> Mondays

5:00 pm-6:00 pm

3<sup>rd</sup> Wednesdays

1:00 pm-2:00 pm

### **Fitness Center Maintenance**

2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month the Fitness Center will be closed from 9:00am-12:00 pm for routine maintenance

### **Personal Training**

Contact (727) 391-8345 to schedule a one-on-one appointment with one of our certified trainers

Sessions: 40 minutes each

\$32.00 per session for Members

\$48.00 per session for Non-Members

City of Seminole | 9100 113th Street, Seminole, FL 32772 Call Us: 727-391-8345 (tel: 1-727-391-8345)   
(<https://www.willyweather.com/m/pinellas-county/seminole.html>)  
(<https://www.facebook.com/getseminole/>)



### Explore Our City

View St. Pete Beach beaches, parks, fishing piers, boat ramps and more

### Fitness Facility

Subfacility of [Community Center](#)



Come check out our newly renovated fitness center.

- 3 Recumbent bikes
- 3 Treadmills
- 2 Ellipticals
- Strength training equipment
- Free weights

**Fitness Facility**  
 7701 Boca Ciega Drive  
 St. Pete Beach, FL 33706

- Bench press and more

## Daily Admissions

- \$1 St Pete Beach Residents
- \$2 Non Residents

## Monthly Pass

- \$10 St Pete Beach Residents
- \$16 Non Residents

## Personal Training

Meet your individual fitness goals by booking a session with one of our personal trainers. You schedule the date and time that is convenient to you. They will work with up to 4 people in a session at the same cost, so you can split the cost with your friends!

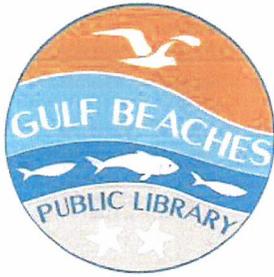
The cost for a one hour session is only \$40. More information is available at the front desk.

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Gulf Beaches Public Library  
200 Municipal Drive  
Madeira Beach, FL 33708

Item 11A.

Tel (727) 391-2828  
gulfbeacheslibrary@gulfbeacheslibrary.com  
www.gulfbeacheslibrary.org

JUL19 '23 2:04PM

July 13, 2023

CITY CLERK

To whom it may concern,

Enclosed is the service contract for 2023-2024. Because of the interlocal agreement, it is mandated that they go out earlier this year. The budget was previously sent out; if and when your city or town does agree upon it, this contract should be signed by the mayor and city or town clerk. Please send us a copy of the contract after it is signed.

Kind regards,

Stanley Silverstein  
Director, Gulf Beaches Public Library

# Gulf Beaches Public Library

## Service Contract for

### City of Madeira Beach

**October 1, 2023 through September 30, 2024**

This agreement made and entered into between the Gulf Beaches Public Library, Inc., Madeira Beach, Florida, and the City of Madeira Beach in Pinellas County, Florida.

Whereas the Gulf Beaches Public Library, Inc. now maintains and operates a public library at 200 Municipal Drive, Madeira Beach, Florida, the City of Madeira Beach agrees to pay the Gulf Beaches Public Library, Inc., an amount of **\$93,240.75** (Ninety-Three Thousand, Two Hundred Forty Dollars and Seventy-Five Cents) for the fiscal year beginning October 1, 2023 and ending September 30, 2024. Payments amounting to **\$23,310.19** (Twenty-Three Thousand, Three Hundred Ten Dollars and Nineteen Cents) are to be made on October 1, 2023, January 1, 2024, April 1, 2024 and July 1, 2024.

The aforementioned figure is based on the population of the five municipalities of Madeira Beach, North Redington Beach, Redington Beach, Redington Shores and Treasure Island.

The Gulf Beaches Public Library, Inc. shall submit to the City of Madeira Beach an annual report of its financial conditions prepared by an independent certified auditor on or before March 31, 2024.

This agreement shall be effective for one year beginning October 1, 2023 and ending September 30, 2024 and shall be binding on the parties, their successors and assigns.

The Gulf Beaches Public Library, Inc. has submitted agreements similar to this one to the Town of North Redington Beach, the Town of Redington Beach, the Town of Redington Shores and the City of Treasure Island.

In witness wherefore the parties have cause these present to be duly executed

this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Attest:**

\_\_\_\_\_  
**Mayor, City of Madeira Beach**

\_\_\_\_\_  
**City Clerk, City of Madeira Beach**



*Helen A. Price*  
\_\_\_\_\_  
**Chairperson, Gulf Beaches Public Library**

\_\_\_\_\_  
**Secretary, Gulf Beaches Public Library**



## MEMORANDUM

**Date:** 7/31/2023  
**To:** Board of Commissioners  
**From:** Robin I. Gomez, City Manager  
**Subject:** APPROVE PINELLAS PUBLIC LIBRARY COOPERATIVE AGREEMENT RENEWAL

### **Background**

Pinellas County and various municipalities entered into an Interlocal Agreement providing for the establishment of the Pinellas Public Library Cooperative (PPLC) dated Jan 10, 1989, which was subsequently amended and extended, and superseded by an Interlocal Agreement entered into on Sep 10, 2001, which expired on September 30, 2013; and which was superseded by an Interlocal Agreement entered into on the 1st day of October, 2013, that expired on September 30, 2018; and which was superseded by an Interlocal Agreement entered into on Oct 1, 2018, which expires on September 30, 2023. The 2018 PPLC Interlocal Agreement is up for a five (5) year renewal.

### **Discussion:**

The Pinellas Public Library Cooperative allows its 14-member libraries (systems) including our Gulf Beaches Public Library to share programs, resources, and talents. Library directors meet monthly and share committee work, planning work, and concerns. The ability of the Cooperative to fund core services such as the automation system, courier delivery, and electronic resources, enhances the quality of library services countywide and allows libraries to leverage their local dollars to their best possible use. The availability of county funds has assisted libraries in Pinellas County in expanding access to residents through new or expanded facilities and by adding library staff benefiting library users countywide.

Per the PPLC Executive Director, Cheryl Morales:

- The Library Directors were surveyed and have no recommended changes to the agreement;
- The PPLC Board and Executive Director have no recommended changes;
- PPLC is requesting approval from all members with appropriate signatures
- Pinellas County Board of Commissioners approves agreement upon receipt of all member libraries' approval

**Fiscal Impact**

None

**Recommendation:**

Approve PPLC Agreement Renewal

## FIRST AMENDMENT TO LIBRARY INTERLOCAL AGREEMENT

**THIS FIRST AMENDMENT** is entered into between the undersigned Governmental Units as set forth on the signature pages attached hereto (collectively, “Parties”), for the participation in a cooperative library service for Pinellas County (the “Cooperative”).

**WHEREAS**, the Parties entered into the Library Interlocal Agreement effective October 1, 2018, and extending through September 30, 2023 (the “Agreement”); and

**WHEREAS**, the Parties wish to extend the Agreement for an additional five (5) years, as authorized by Section I (C) of the Agreement;

**NOW, THEREFORE**, in consideration of the mutual benefits and in consideration of the covenants and agreements set forth herein, the Parties hereto agree as follows:

1. The Agreement is extended for an additional five (5) years, for the period from October 1, 2023 to September 30, 2028.
2. This Amendment may be signed in counterparts and will be effective as of September 30, 2023 (“Effective Date”).
3. All other provisions of the Agreement not amended in this First Amendment shall remain in full force and effect.
4. This First Amendment shall be filed by the County with the Clerk of the Circuit Court as provided in Section 163.01(11), Florida Statutes.

**IN WITNESS WHEREOF**, the Parties hereto have caused this instrument to be executed and effective on the Effective Date.

-----SIGNATURE PAGES TO FOLLOW-----

## Library Interlocal Agreement

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the undersigned Governmental Units as set forth on the signature pages attached hereto ("Parties"), for the participation in a cooperative library service for Pinellas County (the "Cooperative").

### RECITALS:

WHEREAS, Pinellas County and various municipalities entered into an Interlocal Agreement providing for the establishment of the Cooperative dated the 10th day of January 1989, which was subsequently amended and extended, and which was superseded by an Interlocal Agreement entered into on the 10th day of September 2001, which expired on September 30, 2013; and which was superseded by an Interlocal Agreement entered into on the 1<sup>st</sup> day of October, 2013, which expired on September 30, 2018; and which was superseded by an Interlocal Agreement entered into on the 1<sup>st</sup> day of October 2018, which expires on September 30, 2023; and

WHEREAS, it is in the public interest to provide a free public library service for the use of the permanent residents of Pinellas County ("County"); and

WHEREAS, this Agreement is authorized by Section 163.01 of the Florida Interlocal Cooperation Act of 1969, which was promulgated to permit local governmental units to make the most effective use of their powers by enabling them to cooperate with other governmental units thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will include geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, any public agency of this state may exercise jointly with any other public agency of this state any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Parties to this Agreement have determined that in order to most effectively utilize their separate powers, a cooperative effort in the form of an Interlocal Agreement is needed; and

WHEREAS, Sections 257.12 through 257.25, Florida Statutes ("Free Library Service" verified 2017), provide state funds to assist in the furnishing of library services.

NOW THEREFORE, in consideration of the mutual benefits and in consideration of the covenants and agreements set forth herein, the Parties hereto agree as follows:

**I. PURPOSE; EXECUTION; EFFECTIVE DATE; TERM OF AGREEMENT**

A. Purpose:

The purpose and intent of this Agreement is to continue to operate the Cooperative to extend library services to the unincorporated areas of the County and to municipalities that do not have such services as of the effective date of this Agreement, and to improve library services to residents of municipalities and Municipal Services Taxing Units with Libraries as of the date of this Agreement.

The primary functions of the Cooperative are as follows:

1. To receive and disburse funds from federal, state, and local sources.
2. To maintain a shared library automation system serving Member Libraries.
3. To maintain a shared materials delivery system serving Member Libraries.
4. Where agreed by individual Member Libraries for the most efficient use of fiscal resources, to assist Member Libraries in the collective purchase of library resources and services.

B. Execution; Effective Date

This Interlocal Agreement may be signed in counterparts by the Parties hereto. This Agreement shall become effective on October 1, 2018.

C. Term of Agreement:

This Agreement will be in force for a period of five (5) years, ending September 30, 2023. The Agreement may be renewed for an additional period of five (5) years to September 30, 2028 with the mutual consent of the Parties.

**II. DEFINITIONS:**

A. Articles of Incorporation:

"Articles of Incorporation" as used in this Agreement refer to the Articles of Incorporation of the Pinellas Public Library Cooperative, Inc., (PPLC) approved by the signatories to the 1989 Interlocal Agreement establishing the Cooperative and executed and filed with the Secretary of State pursuant to Chapter 617, Florida Statutes (1987), as may be amended.

B. Board:

"Board" as used in this Agreement refers to the Board of Directors of the Pinellas Public Library Cooperative, Inc.

C. Board of County Commissioners:

"Board of County Commissioners" as used in this Agreement refers to the Pinellas County Board of County Commissioners and may be delineated as "BCC".

D. By-Laws:

“By-Laws” as used in this Agreement refer to the By-Laws of the Pinellas Public Library Cooperative, Inc., approved by the signatories to the 1989 Interlocal Agreement establishing the Cooperative, as may be amended by the Board as needed.

E. Cooperative:

"Cooperative" as used in this Agreement refers to the Pinellas Public Library Cooperative, Inc. and may be delineated as "PPLC".

F. County:

“County” as used in this Agreement refers to Pinellas County, a political subdivision of the State of Florida. The County as used in this Agreement is a Party to this Agreement but is not a Member of the Cooperative.

G. Disbursement Formula:

“Disbursement Formula” as used in this Agreement refers to the formula according to which disbursements to Members with Libraries shall be made pursuant to this Agreement. The Disbursement Formula is attached hereto and incorporated herein as Exhibit “B”.

H. Governmental Unit:

"Governmental Unit" as used in this Agreement refers to municipalities; Municipal Services Taxing Units (MSTU) with Libraries; a municipal consortium offering library services; and the County. Governmental Units which are parties to this Agreement are included within the definition of Governmental Unit and may also be delineated as "Members" of the Cooperative.

I. Library:

"Library" as used in this Agreement refers to the public Libraries and Library systems operated by Members. To qualify as a " Library" for purposes of this Agreement, the Library must be approved by the Board, which shall determine if the Library meets the basic standards set forth in the Policy on Admission, a copy of which is attached hereto and incorporated herein as Exhibit “A.”

J. Library MSTU

"Library MSTU" shall mean the Pinellas County Library Services District municipal services taxing unit as established by Ordinance 1989-5, and codified at Pinellas County Code Section 78-2; and excludes any individual MSTU for library services subsequently established.

K. Local Support:

"Local Support" as used in this Agreement refers to the dollar amount of funds expended for allowable costs by each Member with a Library during the fiscal year for library operations. Funds received from the County for the support of a Library that exists wholly in the unincorporated area of Pinellas County (Library MSTU), excluding all monies received by such

Libraries from the Cooperative, shall be considered as additional local support for the Member Library for purposes of the application of the disbursement formula. Local Support shall be determined by adding the expenditures for Personnel Services (State of Florida Uniform Accounting System Manual for Florida Local Governments, Object Code 10), Operating Expenditures/Expenses (Object Code 30), and "Books, Publications, Subscriptions, and Memberships" (State of Florida Uniform Chart of Accounts Object Code 60, Sub-Object Code 66). All other expenditures not specifically listed above shall not be tabulated when determining the Local Support.

L. Member:

"Member" as used in this Agreement refers to a Governmental Unit which is a Party to this Agreement and which forms part of the Cooperative either as a Member with a Library or as a Member without a Library.

M. MSTU:

"Municipal Services Taxing Unit" as used in this agreement refers to unincorporated Pinellas County. The Pinellas County Board of County Commissioners serves as the local government for the MSTU. A portion of the County budget (MSTU) is paid by residents of the unincorporated area and is devoted to providing municipal services, such as public library services.

N. Reciprocal Borrower:

"Reciprocal Borrower" is a cardholder from cooperating Libraries which have reciprocal borrowing agreements with PPLC.

O. Year:

"Year" as used in this Agreement, unless otherwise indicated, means the fiscal year from October 1 to September 30. The fiscal year of the Cooperative shall run from October 1 to September 30.

**III. GOVERNING STRUCTURE OF THE COOPERATIVE:**

A. Corporate Structure:

The Cooperative is a private non-profit organization incorporated under the Florida Not- For-Profit Corporation Act, Chapter 617, Florida Statutes (2000). Additional Members may be admitted in the manner specified in the Articles of Incorporation or the By-laws.

B. Board of Directors:

1. Membership. Each Board member represents the interests of all Parties, including the County, the Cooperative, Members with and without Libraries, and patrons. Each Board member can envision the future of countywide library services. The Board of Directors shall consist of nine (9) voting members who shall be selected and appointed in

accordance with the provisions of the Articles of Incorporation and the By-laws, as amended, as follows:

- a. Four members of the Board of Directors shall be the City Administrator of the City of St. Petersburg and the City Managers of Clearwater, Largo and Pinellas Park, or their senior management designees.
- b. Three members of the Board of Directors shall be county senior management employees, representing Pinellas County, who shall be appointed by the BCC upon the recommendation of the Pinellas County Administrator.
- c. Two members of the Board of Directors shall be appointed by the Board of County Commissioners and shall serve a term of three (3) years.

Criteria for such appointment shall be as follows:

- 1) The candidate has previous experience serving on a board or similar body and the capacity to evaluate a full range of perspectives, from library service providers to library users.
- 2) The candidate represents the interests of all Parties, including the County, the Cooperative, Members with and without Libraries, and patrons.
- 3) The candidate can envision the future of countywide library services.
- 4) The candidate may not be an employee or member of the governing body of a PPLC Member Library.

2. Terms. The Articles of Incorporation shall specify the term of office for Directors in conformance with Section III.B.1 above.
3. Officers. The Officers of the Cooperative shall be: Chair of the Board of Directors, Vice-Chair of the Board of Directors, and Secretary/Treasurer. The terms of office, election and duties of Officers shall be as specified in the By-laws.
4. Compensation. Directors and Officers shall not be paid a salary or wages but may be reimbursed for travel and per diem expenses on behalf of the Cooperative as approved by the Board, based on the PPLC Policies and Procedures Manual and in accordance with Section 112.061, Florida Statutes (“Per diem and travel expenses” verified 2017).

5. Meetings. The Board of Directors shall meet at least six (6) times each year. Meetings shall be conducted pursuant to the Sunshine Law, Chapter 286, Florida Statutes. The Chairperson or a simple majority of the Board may call emergency meetings. Such meetings shall require at least 24 hours' notice.
6. Duties. The duties of the Board of Directors shall include, but not be limited to:
  - a. Managing the affairs of the Cooperative;
  - b. Amending the Articles of Incorporation and the By-laws;
  - c. Establishing administrative policy for the operation of the Cooperative;
  - d. Receiving and disbursing funds from local, state and federal sources and entering into arrangements as appropriate in connection therewith, and receiving and disbursing funds from Members without Libraries participating in the Cooperative;
  - e. Investing the Cooperative funds;
  - f. Employing and directing an Executive Director;
  - g. Conducting open and public meetings, the time and place to be decided by the Board of Directors;
  - h. Establishing the operating budget for the Cooperative, which is subject to the review upon request of the BCC, and overseeing its execution, including approving expenditures for administration;
  - i. Advising the Parties and Members with respect to the budget, disbursements, extension and expansion of library services and other affairs of the Cooperative;
  - j. Submission of funding requirements in accordance with the provisions of Section V.C.
  - k. Developing, in collaboration with the Executive Director and Library directors of Members, the Long-Range Plan for the Cooperative to improve library services to residents of municipalities, library taxing districts, and unincorporated areas.
  - l. Review and approve the Annual Plan of Service.

C. Executive Director:

1. Duties. The duties of the Executive Director shall include, but not be limited to:

- a. Facilitating joint planning for coordination of library services among Members with Libraries and other Libraries within the County that participate in reciprocal borrowing and joint planning as recipients of State Aid to Libraries.
  - b. Maintaining information for and submitting applications on behalf of the Cooperative for available local, State, and Federal library funds with Board approval, and filing reports with the Division of Library and Information Services pursuant to Section 257.16, Florida Statutes (2000), as may be amended;
  - c. Preparing, in coordination with the library directors of Members, the annual operating and capital budgets of the Cooperative, and presenting the annual operating budget of the Cooperative to the Board and Members.
  - d. Developing, in collaboration with the library directors of Members, the Annual Plan of Service that shall include goals, objectives and activities, and the budget that will support library services for the year. This plan must clearly demonstrate that resources will be allocated in a way that serves the goal of access to library services throughout the area.
2. Qualifications. The Executive Director must have an American Library Association accredited Master’s degree in Library Science (MLS), and a minimum of five (5) years library administration experience, with experience in library cooperative administration preferred.

D. Advisory Council:

A Library Directors Advisory Council (LDAC) made up of all library directors of Members, or their designees, will collaborate with the Executive Director in coordination, planning and other matters as appropriate. The Officers of the LDAC shall be: Chair, Vice-Chair, and Secretary. The terms of office, election, and duties of Officers shall be as specified in the LDAC By-laws. The By-laws of the LDAC shall provide that the office of Chair will be rotated yearly among the members of the Advisory Council and that the Chair will participate in the meetings of the Cooperative Board of Directors and represent the LDAC.

**The duties of the LDAC shall be as follows:**

- 1. Conduct open and public meetings, the time and place to be decided by LDAC.
- 2. Collaborate with the Executive Director on the establishment and revision of the PPLC Public Service Policies for Member Libraries.

- 3. Review and provide recommendations in the preparation of the annual budget.
- 4. Advise the Board on Board meeting agenda items as needed.

E. Long-Range and Annual Plans of Service:

Each year an Annual Plan of Service and Budget shall be adopted by the Board of Directors. The Long-Range Plan must be updated every five years. The Plans will meet the requirements for participation in the State Aid to Libraries Program. The Executive Director will disseminate the Plans.

F. Reports:

The Executive Director will provide annual reports on the progress toward meeting the objectives of the Long-Range Plan and the Annual Plan of service. The reports will include audited statements of operating expenditures, capital expenditures, and reserve accounts. Annual reports will be presented to the Board, the Members, and the Division of Library and Information Services.

**IV. PARTICIPATION:**

A. General:

Participation will be voluntary and open to any Governmental Unit. People residing in participating areas will be eligible to use the services of Member Libraries of the Cooperative without charge. People residing in Governmental Units or areas not electing to participate will be excluded from the use of the Cooperative's services unless individual people join Member Libraries by paying an annual fee; such fee may be adjusted by a majority of Parties to this Agreement. People who join by paying the annual fee to a Member Library will then be counted as residents of that Member Library's governmental unit. Members may withdraw pursuant to the provisions of Section VI.

B. Members With Libraries:

- 1. Admission. Governmental units applying for the first time for membership in the Pinellas Public Library Cooperative, Inc. must be approved by the Board which shall determine if the Library meets the statutory requirements and operational standards established in Exhibit "A": Policy on Admission.
- 2. Membership. Members with Libraries will adhere to the operational standards established in Exhibit "A": Policy on Admission, and comply with participation requirements as detailed in this section.
- 3. Noncompliance and Enforcement. Any Member with a Library that fails to

maintain the requirements established in the Policy on Admission or the

Participation requirements, may be provided a Notice of Deficiency as follows:

- a. Subject to Board authorization, any Member with a Library that is found to be non-compliant may be issued a Notice of Deficiency effective upon the date of such Notice. A Member with a Library that has received a Notice of Deficiency will be granted a period not to exceed 12 months (as determined by the Board based on the nature of the deficiency) from the date of the Notice to achieve compliance with the requirements of Membership and to provide documentation of such compliance to the Board. Upon determination that the Member successfully demonstrated compliance with the requirements, the Board shall authorize a written Notice of Compliance to be provided to the Member.
  - b. A Member with a Library that has received a Notice of Deficiency and has failed to successfully demonstrate compliance within the prescribed time period will be considered to have withdrawn from the Cooperative. Such Member will comply with the requirements for withdrawal indicated in Section VI. B. of this Agreement.
4. Autonomy. Each Member with a Library shall continue to decide the level of library service for its community and shall prepare its own budget. Each Library shall remain autonomous and retain control of its operations and functions, i.e.:
- a. Trust funds, individual gifts or donations made to a Library shall remain the property of that Library.
  - b. All Library staff shall remain employees of the various Members with no loss in benefits.
  - c. Each Library shall remain the property of the Member in which it is located, and all maintenance and repairs shall be affected through operating budgets from allocated local appropriations.
  - d. Members with Libraries will continue to fund their local Libraries and are not required to make any payment to the Cooperative for participation in the Cooperative.
5. Audits. Each Member with a Library shall provide to the Cooperative by March 31 of each year an audited statement of its Library operating costs for its last completed fiscal year. The audits are to be reviewed by the Cooperative

to determine the dollars expended locally for library operations. Allowable for each Library shall consist of all personnel and direct operating costs, and non-fixed capital as provided for in the State of Florida Chart of Accounts. All other costs, including fixed capital items and debt expenses, are not allowable.

6. Materials and Services.

- a. Members with Libraries agree to allow all circulating materials (non-electronic formats) of existing Libraries to be freely available to cardholding residents of all participants in the Cooperative.
- b. Members with Libraries agree to allow all circulating materials (electronic formats) to be freely available to all cardholders of that specific Library regardless of cardholder's address.
- c. Reciprocal Borrowers may borrow circulating materials in non-electronic formats only.
- d. Within policies established by the Cooperative all reference and public programming services are equally available to the public.

7. Staff Development. All Members with Libraries will agree to have their Libraries closed on Columbus Day (or alternately designated day) each year, unless otherwise prohibited, for participation in an annual county-wide staff development day. Staff development day planning will be coordinated by PPLC staff in collaboration with Member Library directors and staff.

C. Members Without Libraries:

1. Basis for Funding:

The County, on behalf of the Library MSTU, and subject to the provisions and limitations in Section V.A. and any other Member without a Library, shall provide annual financial support to the Cooperative which, when calculated on a per capita (of population of such Member) basis for any year, shall be equivalent to the average per capita funding, excluding all monies received from the Cooperative, provided during the most recent preceding year by the Members having Libraries subject to the provision of, and limitations in, Section V.A., the funding shall be calculated as follows: The total expenditures, as adjusted for monies received from the Cooperative, of the Members from the prior year shall be divided by the total population of the Members to obtain the aggregate average per capita cost. For purposes of this subsection C, "funding" means the amount of Library expenditures

for any year as described in Section V.A. by a Member having a Library, and "population" means the number of residents residing in the Member governmental unit determined in accordance with Section V.B. Payments shall be made by the County and each Member without a Library of annual financial support due from it in four (4) quarterly payments of twenty-five percent (25%) each.

2. Underfunding:

If financial support paid to the Cooperative by a Member without a Library is less than the amount due under Section V, written notice shall be provided by PPLC, to such unit of the deficiency and all funds due under Section V shall be immediately due and payable as specified in Section VI.C. Such unit shall be deemed to have withdrawn from the Cooperative notwithstanding the provisions of Section VI.A or VI.C effective thirty (30) days following the receipt of written notice of deficiency unless payment of such deficiency is made within that thirty (30) day period.

V. **FUNDING MECHANISM:**

A. Fiscal Funding:

The County will provide an amount of annual financial support equal to the financial support provided by all Members with Libraries, calculated on a per capita basis for the previous year, excluding all monies received from the Cooperative, provided that the amount shall not exceed the ad valorem revenue, excluding statutory payments to the Tax Collector and Property Appraiser, generated by the millage rate levied by the County in support of Cooperative Library services. At no time shall the millage rate levied by the County in support of Cooperative Library services exceed 0.5 mill. The County shall submit the funds to the Cooperative in quarterly payments. The County shall notify the Cooperative of any changes to the population figures subject to the amount of annual per capita financial support for the new fiscal period prior to May 30 of each year.

The obligations of the County as to any funding required pursuant to this Agreement are subject to annual approval of the Library MSTU millage by the County. If funds are not appropriated by the County through the Library MSTU for any or all the obligations in this Agreement, the County shall not be obligated to pay for the services provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify the Cooperative in writing of such failure of appropriation, and upon such notice, the provisions of Section IV shall govern.

B. Determination and Notification of Per Capita Amounts for Members Without Libraries

The Cooperative shall advise each Member without a Library by June 1 of each year, of such unit's funding requirement for the next fiscal year, together with the calculations by which such funding requirement was determined and the backup information for such calculation, consisting of (i) average per capita locally funded library expenditures of Members with Libraries for the last completed year and (ii) appropriate population statistics. The expenditures shall be based on audited financial statements for such last completed year in accordance with budget line items identified in Section IV.B.5. The population statistics used to calculate such per capita expenditures shall be for such year and shall be from one of the following sources: the Bureau of Economics and Business Research of the University of Florida, the Pinellas County Planning Department, or the U.S. Census Bureau.

C. Fiduciary Responsibility for Funds:

1. All funds of the Cooperative shall be maintained in an interest-bearing public depository as set forth in Florida Statutes, Chapter 280 ("Security for Public Deposits," verified 2017), as may be amended;
2. Complete and accurate records shall be kept of the receipts and disbursement of all funds of the Cooperative, subject to the PPLC adopted Record Retention and Document Destruction Policy, which will comply with Florida Department of State General Schedule for State and Local Government Agencies GS1-SL, Internal Revenue Code 501(c)(3), and all other applicable federal, state, and local law;
3. An annual audit of the Cooperative by an independent certified public accountant, to be paid for from the operating funds of the Cooperative, shall be made and filed annually with the Department of State;
4. The Cooperative shall abide by the terms and provisions of the laws of the State of Florida and the provisions of this Agreement and any other applicable Federal, State, or local laws, rules and regulations including the County's Investment Policy.

D. Disbursement:

The Board of Directors shall disburse funds received by the Cooperative according to the formula below:

1. The Board of Directors shall annually establish the budgeted administrative costs of the Cooperative, including salary, office supplies, and any rents or other costs related to the administrative operations of the Cooperative.

2. The remaining funds shall be distributed to Members with Libraries in accordance with the disbursement formula, which is attached hereto and incorporated herein as Exhibit “B.” This distribution is to be based on submittal of annual library operating costs with descriptive codes in accordance with the State of Florida Uniform Chart of Accounts. All funds collected from sources other than Members shall be allocated as determined by the Board. In no instance shall the total allocation to a Member Library exceed the amount of the Local Support. Funds received by the Cooperative shall be disbursed within a reasonable time after receipt. Payments to Member Libraries shall be made in quarterly disbursements. The Libraries shall use those funds for materials and operations of their Libraries. The disbursement formula may only be amended by the Board, with the approval of a simple majority of the Members with Libraries and the approval of the BCC.
3. State Aid funds and program grants received from the state shall be used in accordance with the provisions of applicable state law, Florida Statutes 257 (“Public Libraries and State Archives” verified 2017) and Florida Administrative Code 1B-2 (“Library Grant Programs” verified 2017).

**VI. WITHDRAWAL:**

**A. All Participants:**

1. Any Member wishing to withdraw shall submit written notice thereof to the Cooperative no later than six (6) months prior to the beginning of any fiscal year of the Cooperative.
2. Withdrawal of Members without Libraries may occur in the manner specified in Section IV.C.2.

**B. Members with Libraries:**

A Member with a Library that submits a withdrawal notice to the Cooperative shall:

1. At the request of the Cooperative's Board, promptly furnish usage statistics and an audit of library operating costs for such Library's last fiscal year completed prior to the date the withdrawal is effective to ensure maintenance of proper accounting for the Cooperative; and
2. Return to the Cooperative within sixty (60) days after withdrawal, any special equipment or collections purchased for such Member with funds from the Cooperative capital improvements fund within the previous five years. In lieu of returning the equipment or collection so purchased, the amortized balance

thereof based on an amortization period of five years from date of purchase be repaid to the Cooperative during the year following withdrawal; and  
3. Repay to the Cooperative within sixty (60) days after withdrawal any then remaining unexpended and uncommitted funds received from the Cooperative;

C. Members Without a Library:

A Member without a Library that submits or receives a withdrawal notice shall pay all sums due for library services provided prior to the date of withdrawal pursuant to Sections IV and V prior to withdrawal.

**VII. TERMINATION OF AGREEMENT:**

In the event that Members representing more than fifty percent (50 %) of the total population of all Members withdraw under Section VI or are deemed to have withdrawn under Section IV.C.2 of this Agreement, the remaining Members shall consider the continuation or termination of the Agreement and may terminate the Agreement by consent of a simple majority of the Members.

IN WITNESS WHEREOF, the Parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

**EXHIBIT "A"**  
**Policy on Admission**  
 Pinellas Public Library Cooperative, Inc.  
 For a Library Seeking Membership

Libraries applying for membership in the Pinellas Public Library Cooperative, Inc. must be approved by the Board, which shall determine if the Library meets the basic eligibility requirements outlined below:

1. The Library meets the Essential level of **Core Standards** as defined in the Florida Public Library Standards (FLA, 2006 Revision, updated 2015 "Standards for Customer Focused Library Facilities" verified 2017).
2. The Library meets the Florida Public Library Standards (FLA 2006 Revision, updated 2015, verified 2017) for **Interconnectivity, Lending Services, Services-Resource Sharing and Interlibrary Cooperation.**
3. The governing entity must have an established budget for the maintenance and operation of the Library and must be audited each year.
4. There must be evidence that such funding is available, restricted for the Library and will continue to be available.
5. The Library has a long-range plan, an annual plan of service, and an annual budget [Florida Statutes 257.17(2)(e)] (long range plan statement, verified 2017).
6. The Library engages in joint planning for coordinating of library services within the county or counties that receive operating grants from the state [Florida Statutes 257.17(2)(f)] (joint planning statement, verified 2017).
7. The Library adapts its services to meet the needs of people with disabilities as required by the Americans with Disabilities Act and its attendant regulations.
8. The Library has established hiring practices that are in accordance with Equal Employment regulations.

When the Library and its governing entity determine that these eligibility requirements can be met the attached Procedures for Admission must be followed.

Such requests may be initiated at any time but the funding cycle for the subsequent fiscal year requires a March 31 deadline. See the Procedures for Admission for steps to be taken.

Procedures for Admission  
To the Pinellas Public Library Cooperative, Inc.  
As a Member Library

1. The Library seeking admission to the Cooperative must provide documentation that it can meet the standards spelled out in the Policy on Admission.
2. The Library must submit a letter of request signed by its governing entity (city commission, Board of Directors, etc.) to the Board/Executive Director.
3. The Library must submit with its letter of request documentation that it meets the basic eligibility standards for admission to the Pinellas Public Library Cooperative, Inc. as provided for in the Policy on Admission.
4. Upon receipt of the letter of request and documentation, the Board and Executive Director will review the request and appoint a committee to visit and evaluate the Library.
5. The committee will determine readiness for services by the requesting Library and will report any deficiencies in writing to the Board and to the Library's governing entity.
6. If the Library's governing entity wishes to pursue membership, it will be given a period of time in which to correct deficiencies, if any, and to prepare the Library for final evaluation by the Board.
7. Upon receipt of the final evaluation, the Board will have up to sixty (60) days in which to vote upon admission.
8. Following a positive vote, the Board will present the Library's governing entity with a copy of the Interlocal Agreement, which must be executed and returned, and an agreement form for the basic policies and procedures in effect for Member Libraries, including all public service policies such as patron registration, patron cards, materials circulation rules and others.
9. In order to be included in the subsequent year's funding allocations, the Procedures for Admission must be completed by March 31<sup>st</sup> in any given year.

**EXHIBIT "B"**  
**Disbursement Formula**

**Base Allocations** to Members with Libraries shall be 90% of the balance remaining after the adjustments stated in Section V.D.1 and V.D.2 of the Library Interlocal Agreement. Each Library's percentage of the total Local Support extended, as determined through the review of the Certified Annual Financial Reports (CAFR), shall then be determined and translated into dollar amounts. The percentage of the total Local Support extended shall be determined by dividing the sums expended locally by the total Local Support for all Members. As set forth in Section IV.B.5 of the agreement, the Local Support shall be determined by adding the expenditures for Personnel Services (State of Florida Uniform Accounting System Manual for Florida Local Governments, Object Code 10), Operating Expenditures/Expenses (Object Code 30), and books, publications, and library materials (State of Florida Uniform Chart of Accounts Object Code 60, Sub-Object Code 66). All other expenditures not specifically listed above shall not be tabulated when determining the Local Support. The Members shall receive a percentage of the available funds equal to the percentage of their total support extended as a base allocation subject to a maximum of 16% and a minimum of 4%.

**Circulation Allocations** to Members with Libraries shall be 10% after the adjustments stated in Section V.D.1. and V.D.2. The dollars available for distribution include the balance remaining after the base allocation. The circulation pool allocation percentage shall be derived by taking non-resident (residents from unincorporated Pinellas County and other Member cities) circulation figures for each Library and dividing it by the total non-resident circulation for all Members.

**Total Allocations** to Members with Libraries shall not exceed the amount of the Local Support.

CITY OF CLEARWATER

Countersigned:

-georencretkos  
George N. Cretekos  
Mayor

Approved as to form:

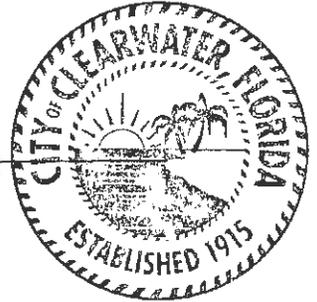
Owen Kohler  
Owen Kohler  
Assistant City Attorney

CITY OF CLEARWATER, FLORIDA

By: William B Horne II  
William B. Horne II  
City Manager

Attest:

Rosemarie Call  
Rosemarie Call  
City Clerk



RECEIVED SEP 19 2018  
CM

# DUNEDIN

Home of Honeymoon Island

CITY OF DUNEDIN

By: Julie Ward Bujalski (signature)

Mayor: Julie Ward Bujalski (printed name)

Date: 9/4/18

ATTEST:  
By: Denise Kirkpatrick (signature)

City Clerk Denise Kirkpatrick (printed name)

Date: 9/4/18

CITY OF GULFPORT

CITY OF GULFPORT

By: James E. O'Reilly

City Manager: James E. O'Reilly

Date: August 7, 2018

ATTEST:

By: Lesley M. DeMuth

City Clerk: Lesley M. DeMuth

Date: August 7, 2018

APPROVED AS TO CONTENT AND FORM:

BY: Andrew Salzman

City Attorney: Andrew Salzman

Date: August 7, 2018

Signature Page

City of Largo

Henry P. Schubert  
City Manager

Attest:

Diane L. Bruner  
Diane L. Bruner, City Clerk



Reviewed and Approved:

[Signature]  
City Attorney

RECEIVED AUG 15 2018  
*cm*

CITY OF MADEIRA BEACH

CITY OF Madeira Beach, Florida

By: [Signature] (signature)

City Manager: Jonathan Evans (printed name)

Date: 8/14/2018

By: Deby Weinstein (signature)

Vice-Deputy Mayor: Deby Weinstein (printed name)

Date: 8-14-18

ATTEST:

By: [Signature] (signature)

City Clerk : Clara VanBlargan (printed name)

Date: 8-14-2018

By: [Signature] (signature)

City Attorney: Ralf Brookes (printed name)

Date: 8/14/18

TOWN OF NORTH REDINGTON BEACH

By: [Signature] (signature)

Mayor: William Queen (printed name)

Date: 8/10/18

ATTEST:

By: [Signature] (signature)

City Clerk MARI CAMPBELL (printed name)

Date: 8/10/18

APPROVED AS TO CONTENT AND FORM:

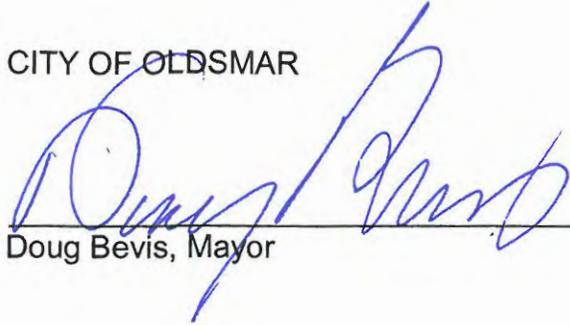
By: [Signature] (signature)

City Attorney JAI DALMEYER (printed name)

Date: 8/9/18

SEAL

CITY OF OLDSMAR

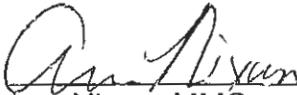


Doug Bevis, Mayor

8-7-2018

Date

ATTEST:

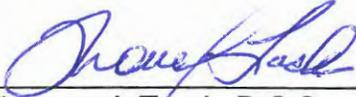


Ann Nixon, MMC  
City Clerk  
City of Oldsmar

8/7/18

Date

APPROVED AS TO FORM:



Thomas J. Trask, B.C.S.  
City Attorney  
City of Oldsmar

8/7/2018

Date

CITY OF PINELLAS PARK

CITY OF PINELLAS PARK

By: [Signature] (signature)

City Manager: Douglas A. Lewis

Date: 08/21/2018

By: [Signature] (signature)

Mayor: Sandra L. Bradbury

Date: 08/21/2018

ATTEST:

By: [Signature] (signature)

City Clerk: Diane M. Corna

Date: 08.21.18

APPROVED AS TO FORM AND CORRECTNESS:

By: [Signature] (signature)

City Attorney: James W. Denhardt

Date: 08.27.18

TOWN OF REDINGTON BEACH

TOWN OF REDINGTON BEACH

By: *James Nick Simons*

Mayor: James "Nick" Simons

Date: 8-15-18

ATTEST:

By: *Missy Clarke*

City Clerk: Missy Clarke, CMC

Date: 8-16-18

APPROVED AS TO CONTENT AND FORM:

By: *Jay Daigneault*

City Attorney: Jay Daigneault

Date: 8/15/18



TOWN OF REDINGTON SHORES

By: [Signature] (signature)

Mayor: MARYBETH HENDERSON (printed name)

Date: 9/11/19

ATTEST:

By: [Signature] (signature)

Town Clerk MARY F. PALMER (printed name)

Date: 9/19/18

APPROVED AS TO CONTENT AND FORM:

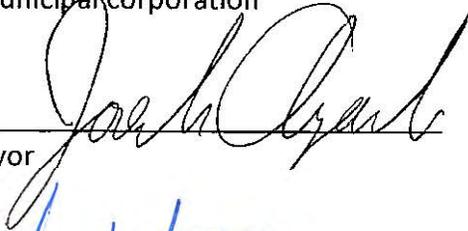
By: [Signature] (signature)

TOWN Attorney JAMES W. DENHART (printed name)

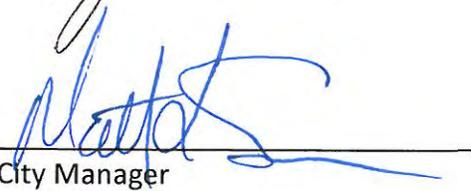
Date: 9-19-18

**CITY OF SAFETY HARBOR**

CITY OF SAFETY HARBOR, FLORIDA,  
a municipal corporation

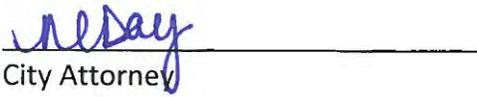
  
\_\_\_\_\_

Mayor

  
\_\_\_\_\_

City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_

City Attorney

ATTEST:

  
\_\_\_\_\_

City Clerk

RECEIVED SEP 18 2018

City of St. Pete Beach

City of St. Pete Beach

By: [Signature] (signature)

City Manager: Wayne Saunders

Date: 9-13-18

By: [Signature] (signature)

Mayor: Alan Johnson

Date: 9-13-18

ATTEST:

By: [Signature] (signature)

City Clerk: Rebecca Haynes

Date: 9-12-2018

APPROVED AS TO CONTENT AND FORM:

By: [Signature] (signature)

City Attorney: Andrew Dickman, Esq

Date: 9/12/18

LIBRARY INTERLOCAL AGREEMENT  
CITY OF ST. PETERSBURG  
SIGNATURE PAGE

ATTEST:



Chan Srinivasa City Clerk (or designee)

CITY OF ST. PETERSBURG  


Rick Kruseman  
Title: Mayor



APPROVED AS TO FORM AND CONTENT:

  
City Attorney (Designee)

RECEIVED SEP 21 2018

*cm*

CITY OF SEMINOLE

CITY OF SEMINOLE

By: Ann Toney-Deal (Signature)  
City Manager: ANN TONEY-DEAL (Print Name)  
Date: 9-10-18

By: Leslie Waters (Signature)  
Mayor: LESLIE WATERS (Print Name)  
Date: 9.10.18

ATTEST:  
By: Patricia Beliveau (Signature)  
City Clerk: Patricia Beliveau (Print Name)  
Date: 9.10.18

APPROVED AS TO CONTENT AND FORM:  
By: [Signature] (Signature)  
City Attorney: JOY PATRICKSON (Print Name)  
Date: 8/30/2018



CITY OF TARPON SPRINGS, FLORIDA

FOR THE CITY OF TARPON SPRINGS:

By: [Signature] (signature)

City Manager: Mark G. LeCouris

Date: 8-21-18

By: [Signature] (signature)

Mayor: Chris Alahouzos

Date: 8-21-18

ATTEST:

By: [Signature] (signature)

City Clerk: Irene Jacobs

Date: 8-21-18



APPROVED AS TO CONTENT AND FORM:

By: [Signature] (signature)

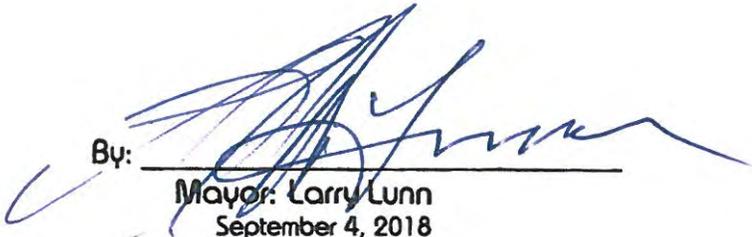
City Attorney: Jay Diagneault, Esq.

Date: 8/21/18

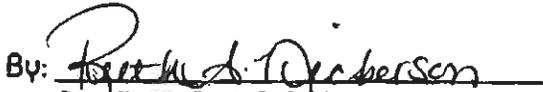
PINELLAS PUBLIC LIBRARY COOPERATIVE INTERLOCAL AGREEMENT

10/01-2018 -09/30/2023

CITY OF TREASURE ISLAND, FL

By:   
Mayor: Larry Lunn  
September 4, 2018

ATTEST:

By:   
City Clerk: Ruth A. Nickerson  
September 4, 2018



PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners, for and on behalf of the East Lake Library Municipal Services Taxing Unit

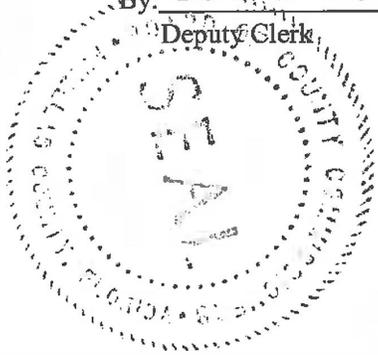
By: Kenneth T. Welch  
Kenneth T. Welch, Chairman

ATTEST:  
KEN BURKE, CLERK OF COURT

APPROVED AS TO FORM

Jacina Haston  
JACINA HASTON  
OFFICE OF THE COUNTY ATTORNEY

By: Carole J. Smitke  
Deputy Clerk



PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners, for and on behalf of the Palm Harbor Community Services District, a municipal services taxing unit

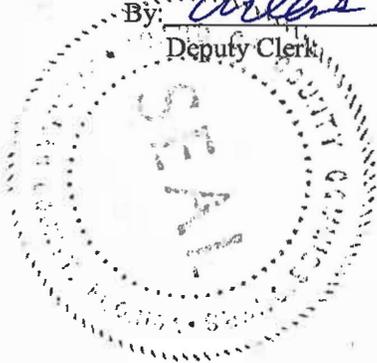
By: Kenneth T. Welch  
Kenneth T. Welch, Chairman

ATTEST:  
KEN BURKE, CLERK OF COURT

APPROVED AS TO FORM

Jacina Haston  
JACINA HASTON  
OFFICE OF THE COUNTY ATTORNEY

By: Colene J. Smith  
Deputy Clerk



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

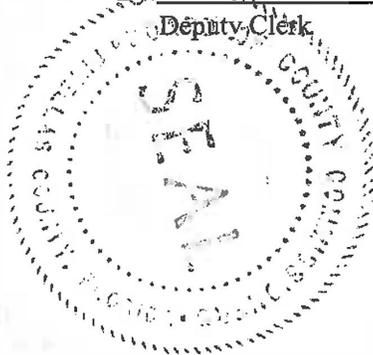
By: Kenneth T. Welch  
Kenneth T. Welch, Chairman

ATTEST:  
KEN BURKE, CLERK OF COURT

APPROVED AS TO FORM

Jacina Haston  
JACINA HASTON  
OFFICE OF THE COUNTY ATTORNEY

By: Arlene J. Smith  
Deputy Clerk





## MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Jay Hatch, Recreation Director

DATE: July 17, 2023

**RE: The Spring Games - Contract**

---

### **Background**

Since February of 2015, the City of Madeira Beach has partnered with various third parties and Visit St. Pete Clearwater to host Division I Collegiate Softball games on the Softball Fields located at the Recreation Complex. During that span, over 100 different Colleges and Universities have visited Madeira Beach at least one time to participate in these tournaments. At this time, The Spring Games, LLC has expressed interest in utilizing the facility to host these tournaments in 2024. The weekends which are requested are February 23-25, March 1-3, and March 8-10. Staff has worked with the City Attorney and put together an agreement for the usage of the facility during this time.

### **Fiscal Impact**

The Spring Games, LLC would be charged for the usage of the field based upon the Fee Schedule which is enclosed in the attached Contract. Currently Visit St. Pete Clearwater is committed to funding up to \$5,000 per weekend in from the bed tax dollars which are collected throughout the County. Fees that are accumulated beyond the committed funds provided by Visit St. Pete Clearwater would be invoiced and the responsibility of The Spring Games, LLC.

Beyond the invoiced fees for the usage of the facility, this tournament has a large economic impact on Madeira Beach and the surrounding areas. Typically, a total number of 26-32 collegiate programs participate each year with travel parties (participants only) averaging 25 persons per program. In addition that those travel parties, each program attracts numerous local and out of town spectators with the inclusion of parents, supporters, and alumni.

### **Recommendation**

Staff Recommends moving forward with negotiating the proposed contract with The Spring Games, LLC.

### **Attachments**

The Spring Games Proposed Contract  
 Google Maps Softball Teams Map  
 Google Maps Softball Team List

## The Spring Games – Division I Softball Tournament – Event Agreement

**February 22 – March 10, 2024**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between **THE SPRING GAMES, LLC**, with offices at 2350 Legends Way, Clermont FL 34711 (“The Spring Games”), and City of Madeira Beach, a Florida Municipal Corporation, located at 300 Municipal Drive, Madeira Beach, FL 33708 as the City (“CITY”).

### **1. RECITALS**

- 1.1 The Spring Games is a tournament organizing body for the sports of Division I NCAA Softball in the United States of America and is responsible for hosting the 2024 Spring Games. The Spring Games desires to enter into an agreement with the CITY for the purpose of conducting, pursuant to the Agreement, the 2024 Spring Games (Event), February 22 – March 10, 2024.
- 1.2 The CITY desires promote, market and implement the EVENT pursuant to the Agreement and agrees to provide necessary venues, locations, and facilities per the financial and operational terms of this Agreement.
- 1.3 The Recitals in this Section 1 are part of this Agreement.

### **2. EVENT SPECIFICATIONS**

- 2.1 The CITY shall implement, promote, market, and prepare for the Event in conformance with the criteria and standards set forth on **EXHIBIT 2** and **EXHIBIT 4**.
- 2.2 The Spring Games will be responsible for implementing various event specific responsibilities as described in **EXHIBIT 1**.
- 2.3 The Spring Games and the CITY are both associated with a variety of sponsors on a national and local level as described in **EXHIBIT 3**. The Spring Games and the CITY must assist each other in the execution and implementation of overall sponsor programing.
- 2.4 The CITY is financially responsible for implementing Event specific responsibilities as described in **EXHIBIT 2** and **EXHIBIT 4**.

### **3. RIGHTS AND OBLIGATIONS OF THE SPRING GAMES**

- 3.1 The Spring Games shall obtain, as it deems necessary and appropriate in its sole discretion, sponsorship for the Event. The CITY shall define an appropriate area for the display of any sponsorship signage for The Spring Games. CITY sponsors and local supporters signage shall not be covered or removed unless deemed a hazard to the playability the Event.
- 3.2 The Spring Games reserves the right to schedule athletic competition on Tuesday, Wednesday, Friday, Saturday, and Sunday during the time frame outlined in this agreement. Field availability for athletic competition shall be provided in writing by the CITY.
- 3.3 The Spring Games reserves the right to schedule practices on Monday, Tuesday, Wednesday, Thursday during the time frame outline in this agreement. Field availability for athletic practices shall be provided by the CITY.
- 3.4 The Spring Games shall be financially responsible for any commitments and expenditures directly related to the event, as defined in **EXHIBIT 5**. The financial obligation may be offset by funding from outside sources (ie; sponsorships or sports commission)
- 3.5 The Spring Games shall retain all entry fees generated by the Event.

- 3.6 The Spring Games shall arrange for and provide comprehensive liability insurance for the Event in the amount of \$2,000,000 aggregate and \$1,000,000 single occurrence. The 'City of Madeira Beach, 300 Municipal Drive, Madeira Beach FL, 33708' shall be named as additional insured.
- 3.7 The Spring Games owns the exclusive rights to all radio, television, film, video, web, and other media form for the 2024 Spring Games Event. The Spring Games shall retain all revenues derived from such sales.
- 3.8 The Spring Games reserves the right to sell Spring Games merchandise at the Event. The Spring Games shall retain all revenues derived from such sales.
- 3.9 The Spring Games owns the exclusive rights to any and all revenue from hotels and/or complimentary hotel room nights generated as a result of the Event.
- 3.10 The Spring Games owns the exclusive rights to any and all revenue generated as a result of the Event from tourism organizations such as sports commissions and visitor's organizations.

#### **4 RIGHTS AND RESPONSIBILITIES OF THE CITY**

- 4.1 The CITY shall not obligate The Spring Games to any expenditures or financial commitments without The Spring Games written approval. The CITY shall be fully responsible for the payment of any expenses or obligations incurred in violation of the foregoing sentence.
- 4.2 Unless described in EXHIBIT 2, the CITY shall contract with all third parties required for the production, implementation, and conduct of the Event. All such third party contracts ("Third Party Contracts") shall be prepared by the City and shall be entered into exclusively by the CITY and the respective third party.
- 4.3 The CITY shall not produce, manufacture or sell any items during the event or after the event that use The Spring Games logo. All event merchandise will be sold through The Spring Games.
- 4.4 The rights to the production, sale and distribution of merchandise specific to the CITY are granted to the CITY, together with all revenues derived there from, but The Spring Games must approve such items in writing.
- 4.5 Revenue generated from parking receipts shall be retained by the CITY. Parking fees shall not exceed \$10 per car per day. CITY may charge additional for Trailers or anything pulled.
- 4.6 The CITY shall not charge parking fees for the Event to any Spring Games Employees, working officials, Spring Games sponsors, vendors or participants. Designated parking passes and/or parking locations shall be provided for those forementioned in the last sentence.
- 4.7 All food and drink concessions for the Event, and revenues generated there from, are granted to the CITY. Alcohol may be permitted to be sold. The CITY must provide food and drink concessions during all open hours of the event. CITY may license other food vendors to operate during the event.
- 4.8 All product and 50/50 raffle for the Event, and revenues generated there from, are granted to the CITY.
- 4.9 The CITY may acquire additional local sponsors, provided they do not interfere with The Spring Games sponsors. All sponsorship agreements must be approved by The Spring Games to insure compliance with previous existing agreements. Signage and banner space shall be limited to the current existing sponsorship opportunities provided by the City (Outfield wall on Field 1, Field 2, and Field 3 and Spectator side of back stop between dugouts on Field 1, Field 2, and Field 3)
- 4.10 The City shall be granted a facility rental fee ("Facility Rental Fee") paid by The Spring Games to the CITY according to the fee schedule detailed in **EXHIBIT 5**.

**5 TERM**

5.1 The term of this Agreement shall commence upon the date of this Agreement and continue through 30 days after the Event unless sooner terminated as provided herein.

**6 REPRESENTATIONS AND WARRANTIES**

6.1 Each party warrants and represents that it has the authority to enter into this Agreement and fully perform under the Agreement in accordance with its terms without violating the rights of any third party.

**7 DEFAULT AND REMEDIES**

7.1 Upon default of this Agreement, both parties shall have all the rights and remedies provided for in this Agreement, including the right to injunctive relief, specific performance, damages and any other relief to which the non-defaulting party may be entitled to in law or in equity. The remedies provided for in this Agreement shall be cumulative and not exclusive such that the non-defaulting party may seek one or more of the remedies for relief to which it is entitled.

7.2 Either party may terminate this Agreement upon default by the other party. Termination by any party shall be without prejudice to any existing rights and/or claims that the terminating party may have against the other party under this Agreement, at law or in equity, and shall not relieve such other party from fulfilling the obligations accrued prior to such termination.

7.3 Upon default by a party, the non-defaulting party may, at its option, cure the default and be entitled to reimbursement upon demand from the defaulting party of the cost of such cure. The parties acknowledge that it is of the utmost importance that the Event occur and that they be conducted pursuant to the terms and conditions of this Agreement. If a default by either party jeopardizes the operation and conduct of the Event, the cost to cure the default shall include all necessary and reasonable costs under the circumstances incurred by the non-defaulting party to assure that the Event are conducted in accordance with this Agreement. 5

7.4 Upon expiration or earlier termination of this Agreement all of the CITY's rights and responsibilities hereunder shall terminate.

**8 ASSIGNMENT**

8.1 This Agreement shall be binding to the parties hereto and to their successors and assigns and shall not be assigned, transferred or conveyed either directly or indirectly by either party to any person, firm, corporation or entity without the prior written consent of the other party.

**9 RELATIONSHIP OF THE PARTIES**

9.1 This Agreement does not appoint any party to serve or act as the agent of any other or create a partnership, joint venture or similar relationship between or among the parties, and no party shall have the power to obligate or bind the other party in any manner.

**10 NO RESIDUAL VALUE**

10.1 The parties hereby expressly agree that there is no "residual value" implied and no other exclusivity or benefits accrue to CITY or The Spring Games from this agreement other than as set forth by the terms of this agreement.

**11 SEVERABILITY**

11.1 The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, or render other provisions unenforceable and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted, insofar as the primary purpose of this Agreement is not impeded.

**12 ENTIRE AGREEMENT**

12.1 This agreement constitutes the entire agreement between the parties, whether written or oral. No waiver, change or modification of this agreement and its terms will bind the parties unless it is in writing and signed by both parties. Failure of CITY or The Spring Games to enforce any of the provisions herein shall not be construed as a general waiver of such rights. A waiver by either party of a default shall not be construed as a continuing waiver or as a waiver in other instances. All Exhibits referred to herein are attached and shall be part of this Agreement.

**13 GOVERNING LAW AND JURISDICTION**

13.1 This agreement and all matters or issues collateral thereof shall be construed and interpreted in accordance with the laws of the State of Florida. The parties agree that jurisdiction for any legal action initiated to determine rights or remedies under this agreement shall be in an appropriate court of the State of Florida. Venue shall be in Pinellas County, Florida. In addition to any other relief to which a party may be entitled to by this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees and costs incurred in any arbitration or litigation arising from this Agreement.

THE SPRING GAMES, LLC  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY  
City Of Madeira Beach  
By: \_\_\_\_\_  
Jim Rostek, Mayor  
By: \_\_\_\_\_  
Robin Gomez, City Manager

APPROVED AS TO FORM:  
By: \_\_\_\_\_  
Thomas J. Trask, City Attorney, B.C.S.

ATTEST:  
By: \_\_\_\_\_  
Clara Vanblargen, City Clerk

**EXHIBIT 1**  
**THE SPRING GAMES RESPONSIBILITIES**

1. Market and publicize the event throughout the NCAA Softball community and encourage as many athletes, teams, coaches, and spectators as possible to attend the Event.
2. Establish event schedule. Ensure the schedule is consistent with field availability as defined by the CITY.
3. Provide and pay all event officials including umpires, scorekeepers, and ticket gates staffing.
4. Provide event audio/video web casting if possible.
5. Solicitate local media outlets to provide coverage for the EVENT.
6. Provide the CITY with video web casting logins to ensure staff is able to monitor games and maintain staff awareness for field changes and maintenance.
7. Provide all event signage for The Spring Games Sponsors. Banners and other signage may be placed on fences near the entrance of R.O.C. Park as well as the fenced area surrounding the tennis and basketball courts.
8. Provide event page on The Spring Games website.
9. Officially sanction the event according to necessary NCAA sanctioning standards including but not limited to proper officials, rules, and guidelines. Communicate all facility related guidelines to the CITY.
10. Provide athletic trainer and necessary supplies, to meet the needs of the participants in the Event.
11. Adhere to Thorguard Lightning System standards. Operational standards listed in EXHIBIT 4.
12. Provide Event posters, flyers, and other event related collateral to the CITY for local marketing distribution.
13. Provide digital graphics, imagery, etc for the CITY website and social media marketing.
14. Provide staff member to greet teams upon arrival to the facility. This includes but is not limited to scheduled games and practices at the site.

**EXHIBIT 2**  
**CITY'S RESPONSIBILITIES**

1. Organize and maintain the spectator, parking, competition, and park areas as well as ensure that these areas are free of debris throughout the duration of the Event.
2. Provide suitable parking areas for officials, participants, and spectators. Ensure areas are marked to give a general understanding of where vehicles can and cannot be parked.
3. Provide adequate space for suitable handicap parking.
4. Provide a secured (barricaded) event area for paid entry/ticket operations.
5. Provide restrooms for officials, participants, and spectators. Restrooms required in addition to the existing on site facilities shall be added at the request of The Spring Games and cost of said restrooms will be split 50/50 with the CITY.
6. Have field conditioning supplies and tools available for necessary field maintenance in the event of inclement weather. The CITY maintains final decision on any adjustments made to the playing surface to make the competition site safe and playable.
7. Provide trash removal each day of the event and amply trash receptacles placed throughout the venue.
8. Ensure necessary staffing requirements for proper maintenance of the competition areas, spectator areas, and any other areas that may need attention.
9. Provide bleacher seating for spectators around each of the three competition sites. Seating required in addition to the existing on site bleachers may be added at the request of The Spring Games and cost of said bleacher seating will be split 50/50 with the CITY.
10. Groom athletic fields to ensure that they are competition ready before and between each game.
11. Provide a barrier between the spectators and the athletics fields.
12. Provide an overall site plan illustrating the complete site with dimensions or drawn to scale.
13. Provide parking for team vans and buses throughout the Event. Parking shall be provided at no charge for said vehicles.
14. Provide a 10x10 tent, 8ft table, and chairs behind each of the athletic fields for the score keepers and team support staff.
15. Provide field availability matrix for The Spring Games inclusive of field availability for games and practices.

**EXHIBIT 3  
SPONSOR PROGRAM**

**CITY SPONSORS**

- 1) The CITY operates an annual sponsorship program for the Madeira Beach Recreation department.
- 2) CITY Sponsors are recognized on the outfield fence of each of the three (3) athletic fields as well as each of the backstops located between the dugouts on each of the three (3) athletic fields.
- 3) CITY sponsors banners and signage shall not be removed or covered for reason unless they affect playability or player safety.

**THE SPRING GAMES Sponsors**

- 1) THE SPRING GAMES reserves the right to operate an ongoing sponsorship program for the Event.
- 2) Event sponsors may be recognized by signage or banner on fence areas outside of those listed above. Banners and/or signage shall not interfere with view of the competition site.
- 3) Event sponsors may attend the Event for promotion related activities. Each sponsor shall be placed at the Event based on space availability and by written request from The Spring Games to the CITY.

**EXHIBIT 4  
MEDICAL PROGRAM**

The CITY is responsible for providing the following for the EVENT.

- 1) 10x10 Tent for athletic trainers.
- 2) Access to Ice for player injury and first aid needs.
- 3) Access to AED (Located in the Concession Stand on site).
- 4) Access to Thorguard Lightning Prediction system website specific to Madeira Beach.

The Spring Games is responsible for providing the following for the EVENT.

- 1) A certified athletic trainer shall be onsite for all hours of the EVENT. This person shall be responsible for needs required by the athletes and coaches taking part in the EVENT.
- 2) Adherence to warning notifications provided by the Thorguard Lightning Prediction System. Thorguard shall be the minimum operating standard for the EVENT. The SPRING GAMES and its officials reserve the right to follow elevated standards regarding lightning and inclement weather. Participants, Coaches, Officials, and the CITY shall be notified of these standards, in writing, prior to the EVENT.

Additional information:

Any emergencies in excess to items listed above shall be handled by calling 911.

**EXHIBIT 5  
FEE SCHEDULE**

Fees will be applied for use of the facility by The Spring Games for the Event. Fees levied shall reflect occurrence of the descriptions listed below.

<u>NAME</u>	<u>DESCRIPTION</u>	<u>FEE</u>
Field Prep and Lining	Dragging, lining, and preparation of athletic field before each game. Applied per game.	\$45.00
Hourly Field Rental	Hourly rental of Athletic Field. Applied each hour field is used.	\$25.00
Staff Fee	Hourly fee per staff member on site for event.	\$25.00
Field Light Fee	Hourly fee per field for field lighting.	\$15.00
Umpire Room	Daily fee for use of room for umpires.	\$100.00
On Site Storage	Daily fee for use of concession closet for event related storage.	\$50.00
Dugout Water	Fee per field to provide ice water to each dugout.	\$10.00
Cleaning Fee	Fee per hour of Event. Covers tipping fees of trash cans and supplies needed to keep facility clean.	\$25.00
Facility Rental Deposit	Non-Refundable deposit for each weekend of competition. Amount will be applied toward overall balance once event takes place. If the Event is cancelled, The Spring Games shall forfeit the deposit.	\$1,000.00
Port-O-Let Fee	Fee for rental of port-o-lets, in addition to existing on site restrooms, if requested by The Spring Games. CITY shall solicit three (3) bids and secure additional restrooms upon mutual agree of expense.	Split 50/50



# Memorandum

**Meeting Details:** August 9, 2023

**Prepared For:** Hon. Mayor Rostek & Board of Commissioners

**Staff Contact:** Andrew Laflin, Finance Director

**Subject:** Employer Contribution to Health and Dental Premium

## **Background**

Historically, the City of Madeira Beach has contributed at or near 100% of the employee only premium for all health and dental plans offered by the City through its group insurance plan. However, the employee has been responsible for paying for the entire premium for spouse, child, and family coverage. In an effort to attract and retain employees with a more attractive medical and dental benefits plan, the City has proposed contributing fifty percent (50%) of the health and dental premium associated with an employee's spouse, child, or family. This additional support will help ease the financial burden City employees with spouses and dependents have experienced with rising health care premium costs.

## **Fiscal Impact**

Adoption of this Resolution would result in an increase in the City's monthly medical and dental premium cost per employee ranging from approximately \$430 to \$860, depending on the type of health plan selected and coverage requested (EE/Spouse, EE/Child, or EE/Family).

## **Recommendation(s)**

Staff recommends approval of Resolution 2023-09, authorizing the City of Madeira Beach to contribute 50% of health and dental premiums relating to spouse, child, or family coverage for employees enrolled in the City's insurance plan.

## **Attachments**

- Resolution 2023-09
- Exhibit A – 2023-2024 Contribution Schedule for All Employees: Health, Dental, and Vision

**RESOLUTION 2023-09**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, INCREASING THE CITY OF MADEIRA BEACH’S MONTHLY MEDICAL AND DENTAL PREMIUM CONTRIBUTION ON BEHALF OF EMPLOYEES TO INCLUDE CONTRIBUTING FIFTY PERCENT (50%) OF THE HEALTH AND DENTAL PREMIUM ASSOCIATED WITH AN EMPLOYEE’S SPOUSE, CHILD, OR FAMILY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Madeira Beach maintains a health benefits package that includes medical, dental, and vision insurance coverage for its employees; and

**WHEREAS**, the City of Madeira Beach currently contributes at or near one hundred percent (100%) of the employee only premium for all medical and dental plans offered by the City of Madeira Beach through its group insurance plan; and

**WHEREAS**, the City of Madeira Beach desires to provide a more attractive medical and dental benefit plan that includes contributing a portion of the employee’s premium attributed to spouse, child, or family coverage.

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

**SECTION 1.** The Board of Commissioners authorizes the City of Madeira Beach to contribute fifty percent (50%) of the health and dental premium (excluding vision) associated with an employee’s spouse, child, or family.

**SECTION 2.** This Resolution shall become effective immediately upon final passage and adoption by the Board of Commissioners.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

\_\_\_\_\_  
James “Jim” Rostek, Mayor

**ATTEST:**

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

## 2023-2024 Contribution Schedule for All Employees

**Please place a check mark next to your choice for FY'24 Health, Dental  
and Vision Benefits**  
**No changes will be allowed after August 31, 2023**

Health Plan PPO 0727	Total Cost	Employer Monthly Cost	Employee Monthly Cost	Employee Semi- Monthly Cost
EE	\$ 1,090.25	\$ 1,041.19	\$ 49.06	\$ 24.53
EE/Spouse	\$ 2,102.36	\$ 1,547.24	\$ 555.12	\$ 277.56
EE/Child	\$ 1,918.27	\$ 1,455.19	\$ 463.08	\$ 231.54
EE/Family	\$ 2,746.42	\$ 1,869.28	\$ 877.14	\$ 438.57

Health Plan BO 03559	Total Cost	Employer Monthly Cost	Employee Monthly Cost	Employee Semi- Monthly Cost
EE	\$ 1,041.19	\$ 1,041.19	\$ -	\$ -
EE/Spouse	\$ 1,974.15	\$ 1,507.67	\$ 466.48	\$ 233.24
EE/Child	\$ 1,804.51	\$ 1,422.85	\$ 381.66	\$ 190.83
EE/Family	\$ 2,567.87	\$ 1,804.53	\$ 763.34	\$ 381.67

Health Plan BO 05901	Total Cost	Employer Monthly Cost	Employee Monthly Cost	Employee Semi- Monthly Cost
EE	\$ 857.84	\$ 857.84	\$ -	\$ -
EE/Spouse	\$ 1,654.20	\$ 1,347.70	\$ 306.50	\$ 153.25
EE/Child	\$ 1,509.36	\$ 1,275.28	\$ 234.08	\$ 117.04
EE/Family	\$ 2,160.97	\$ 1,601.07	\$ 559.90	\$ 279.95

Dental High	Total Cost	Employer Monthly Cost	Employee Monthly Cost	Employee Semi- Monthly Cost
EE	\$ 31.97	\$ 31.97	\$ -	\$ -
EE/Spouse	\$ 63.94	\$ 47.96	\$ 15.98	\$ 7.99
EE/Child	\$ 57.73	\$ 44.85	\$ 12.88	\$ 6.44
EE/Family	\$ 102.64	\$ 67.30	\$ 35.34	\$ 17.67

Vision Plan NVA	Total Cost	Employer Monthly Cost	Employee Monthly Cost	Employee Semi- Monthly Cost
EE	\$ 5.24	\$ -	\$ 5.24	\$ 2.62
EE/Spouse	\$ 9.83	\$ -	\$ 9.83	\$ 4.92
EE/Child	\$ 8.18	\$ -	\$ 8.18	\$ 4.09
EE/Family	\$ 16.19	\$ -	\$ 16.19	\$ 8.10

**From:** [Kenneth Weiss](#)  
**To:** [Robin Gomez](#)  
**Cc:** [VanBlargan, Clara](#); [Tom Trask](#)  
**Subject:** [e] Representation of Hendricks, Andrews and Hodges Public Records Request  
**Date:** Thursday, July 27, 2023 12:39:09 PM

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Mr. Gomez. This is a public records request.

Last night the mayor asked you a question and you responded.

Mayor: We already have an insurance carrier that has attorneys that's representing them already. I don't understand are we wasting money here. Is there some logical reason why we would do this?

City Manager Gomez; We we just received a request to utilize another attorney at their request and I approved their request. The insurance were not able of either they were not able or not capable to be able to do to do the representation.

Please provide any document which establishes that you authorized Mr. Daigneault to represent Mr. Hendricks, Andrews or Hodges.

Please provide any document which authorizes you to hire attorneys or authorize the expenditure.

Please provide the document in which "you received a request" to have Trask Daigneault, LLC. Represent the former commissioners.

Thank you.

Kenneth L. Weiss

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

**From:** [Kenneth Weiss](#)  
**To:** [Robin Gomez](#)  
**Cc:** [Tom Trask](#); [VanBlargan, Clara](#); [jrostek@madeirabeachfl.gov](mailto:jrostek@madeirabeachfl.gov); [Ray Kerr](#); [emcgeehen@madeirabeachfl.gov](mailto:emcgeehen@madeirabeachfl.gov); [abrooks@madeirabeachfl.gov](mailto:abrooks@madeirabeachfl.gov); [David Tagliarini](#)  
**Subject:** [e] \$70,000+ impact fee waiver  
**Date:** Wednesday, August 2, 2023 2:40:14 PM

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Mr. Gomez, Please provide any public records which you or Mr. Trask have provided to or gathered from the City or any employee regarding the impact fee waiver granted to the Developer as stated in Mr. Douthirt's letter submitted to the Commission at the last meeting. Please also provide any communication to the Commission or any individual commissioner or employee regarding the letter and your conclusion or facts supporting to the validity of the waiver. You stated that it would take a few days to do the investigation. It is now a week since the City and you had notice of the allegation.

Respectfully,

Kenneth L. Weiss

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**VanBlargan, Clara**

**From:** Kenneth Weiss <kweiss1@tampabay.rr.com>  
**Sent:** Wednesday, August 2, 2023 2:50 PM  
**To:** jrostek@madeirabeachfl.gov; Ray Kerr; emcgeeheh@madeirabeachfl.gov; abrooks@madeirabeachfl.gov; David Tagliarini  
**Cc:** Robin Gomez; Tom Trask; VanBlargan, Clara  
**Subject:** [e] Fwd: Setbacks for PD zoning  
**Attachments:** Sec\_110\_389.\_\_\_Procedure\_for\_approval\_of\_PD\_zoning..docx; Untitled attachment 00012.htm

Commissioners, Can a PD rezoning reduce setbacks from those required by the City Code? Many residents have raised that question both publicly and privately. A lot of litigation with the city is based on the fact that Mr. Trask and the Community Planning department in reviewing the rezonings of the Schooner and the Madeira Beach Town Center have approved setbacks that do not comply with the City Code. Specifically, in the Schooner Rezoning, the setbacks were greatly reduced from that required by the City Code.

In my opinion, there is no provision to reduce setbacks in the PD zoning ordinance. Recently, Jennifer Rowan, at a commission meeting, advised the Commission that it is permissible to reduce setbacks from those otherwise required by the City Code in a PD rezoning. To date, Mr. Trask has failed, after several requests, including under oath in his deposition, to provide an opinion to that effect. Despite the fact that Mr. Trask has authorized that interpretation of the PD ordinance and that his law firm is being paid to defend that action, it would seem appropriate for Mr. Trask to provide an opinion. This is especially true based on Ms. Rowan's representation to the Commission that such reduction is authorized by the PD Ordinance.

I have asked for such opinion from Mr. Gomez and Mr. Trask on numerous occasions. Perhaps the Commission will make a direct request in order for the issue to be resolved.

Respectfully,

Kenneth L. Weiss

Begin forwarded message:

**From:** Kenneth Weiss <kweiss1@tampabay.rr.com>  
**Subject: Setbacks for PD zoning**  
**Date:** January 30, 2023 at 4:21:20 PM EST  
**To:** Robin Gomez <rgomez@madeirabeachfl.gov>, Tom Trask <Tom@cityattorneys.legal>

Mr. Gomez, Ever since the Madeira Beach Town Center Plan was approved, the city has represented that there are no setback requirements for any PD zoning project. The experts in the MBTC said they can submit their own setbacks. Both Mr. Trask and Ms. Portal have been asked to provide the support for that premise.

I can only find actual setback information for zoning districts and a requirement in the PD zoning ordinance 110-388(2)(j) **"PD development plan detailing the manner in which the proposal furthers community goals and meets or exceeds existing comprehensive plan, land development code, and special district requirements and standards. A**

copy of the PD zoning ordinance is attached. I see no provision that permits the developer to choose his own setbacks.

Would you please ask Ms. Portal or Mr. Trask, the city's code provision that provides that there are no setback requirements (other than the City's zoning district setbacks) under PD zoning.

I would greatly appreciate a reasonably quick response since this has been an issue for years. When I asked Mr. Trask on one occasion, he said he couldn't tell me because he didn't have the ordinance in front of him.

If you don't get an answer, I suggest that is the problem.

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**Sec. 110-389. Procedure for approval of PD zoning.**

*Submission requirements and process.* The city will receive the application and distribute the application among city staff for review and comments. The city will compile the staff reviews and provide the applicant with comments, objections, and recommendations for applicant response and application amendment necessary to determine complete sufficiency to facilitate a full review and produce staff findings and a recommendation of approval, approval with conditions, or denial. Once the city determines the application is sufficient, the application, neighborhood meeting record, and staff recommendation will be scheduled for public hearing review and recommendation before the planning commission as the local planning agency (LPA). The formal legal notice of the LPA public hearing must be posted as least 15 days prior to the public hearing date. The LPA will issue findings to the board of commissioners that will include a recommendation of approval, approval with conditions, or denial.

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 1050, § 12, 8-9-05; Ord. No. 2019-07 , § 1, 10-8-19)

**VanBlargan, Clara**

**From:** jdouthirt@aol.com  
**Sent:** Wednesday, July 26, 2023 11:13 AM  
**To:** rgomez@madeirabeachfl.gov; cvanblargan@madeirabeachfl.gov; jrostek@madeirabeachfl.gov; rkerr@madeirabeachfl.gov; emcgeehen@madeirabeachfl.gov; abrooks@madeirabeachfl.gov; dtagliarini@madeirabeachfl.gov  
**Cc:** qtmaster2@tampabay.rr.com  
**Subject:** [e] THE CITY SHOULD INVESTAGE  
**Attachments:** RE Gay vs Madeira Beach Town Center (1).pdf; Impact Fees Credit Condo B.pdf; Impact Fees Credit Condo B.pdf; TRASK TOWN CENTER.pdf; CONDO A.pdf

Honorable Mayor and Commissioners,

I've been a part of the Madeira Beach community for many years and have served as commissioner and Vice Mayor of the City. I'm concerned about what I saw at a recent commission meeting. A citizen asked the commissioners if they wanted to investigate the failure of the City to enforce its ordinances as it says in the lawsuit against the developers of Town Center. As I read it, it says that the City didn't get construction estimates so the permit fees couldn't be calculated correctly. The fee the city gets is based on the amount of the certified construction estimate. There is also a claim that the original plan that was approved was changed without Commission approval.

Some people on the dais tried to place the blame on something that happened in 2016...that's only partly true. Mr. Trask said "This happened in 2016 and 2017 when the project was being reviewed. Way before all of us". At that time, in 2016 and 2017, Mr. Trask was city attorney and advised the City when the Town Center development and rezoning was approved in 2017. As you may or may not know, the court ruled that the city failed to follow its ordinances and ruled against the City. The case was dismissed because the parties settled the case. What the judges said was that the City failed to follow its own code in 2017. That didn't change.

This is not "old news" as one commissioner put it. And this is not just about 2017. If you read the lawsuit it is plain that it deals with decisions by the City attorney and planning department for the last 3 years and those decisions continue to be made. Right now a proposed hotel that apparently violates the city codes and recorded agreements is advertised on the internet to be built on the former Brown Boxer site. If you doubt it, please read the lawsuit and look at the website.

During a meeting on June 28 Mr. Trask was asked whether the city should investigate the City's part, if any, in the developer lawsuit. Mr. Trask didn't tell the Commission that he had *already* investigated the issues just the day before. According to an email, on June 27, Mr. Trask met with City employees, Robin Gomez, Jennifer Rowan, Frank DeSantis and Marci Forbes about the developer lawsuit. I believe that Mr. Trask and Mr. Gomez should have told the commission what they discovered and should be transparent with the City and the residents. I hope that the Commission asks Mr. Trask to explain the results of his investigation at the next meeting. I have also made a public records request for the information.

Then, I found something even more disturbing. In the attached email, the City Attorney in response to a request by Jennifer Rowan okayed that "the developer can apply" for almost \$75,000 in impact fee waivers. Impact fees that otherwise would have been paid to the City by the developer. I'm not sure

why the City attorney didn't know that City ordinances require all applications for exemptions or waivers of impact fees to be made before the building permit is issued. Code §92.57(c) states: If an applicant fails to claim a credit prior to applying for a building permit, *the request for credit is automatically waived.*

All of the impact fee waivers were asked for after the permit was issued. One request was made almost two years after the permit was issued. Since the waiver was granted last year, is there a commissioner who's going to say that's "old business" too? And, where are the checks and balances by Mr. Laflin, the City's Treasurer? Is it possible for an outside attorney and an employee to waive \$75,000 in impact fees for a developer without any oversight, if there was any?

By the way, for some time, Mr. Trask and his firm have billed the city his hourly rate for travel time in the county even though his retainer agreement states that only "out of county travel" is billable and, then only for costs, not an hourly fee. It is my understanding that a commissioner in Tarpon Springs also raised that same issue last year with Mr. Trask. Mr. Trask's firm resigned from Tarpon Springs shortly after.

I'm not sure the Commission knows that Mr. Trask and his firm are representing Mr. Hendricks, Mr. Andrews and Ms. Hodges in the Sunshine case resulting from Mr. Trask having private interviews with the Commissioners at City expense, even though the city's insurance company is paying for an attorney to represent them at no cost to the City. Please ask Mr. Trask whether they will have to pay the city back for the thousands of dollars Mr. Trask's firm has been paid by the taxpayers if they lose the case. If the Commission chooses to continue to pay Mr. Trask's firm to continue representation, it can still select another City Attorney while Mr. Trask's firm continues to represent Hendricks, Andrews and Hodges.

Finally, I hope that all of the interviews for City Attorney are done in public as they always were before Mr. Trask was appointed without a public interview.

I've been where you are. It's tough up there. And I was at the losing end of a 4-1 vote a lot. In fact, I was on the losing end of the 4-1 vote when Mr. Trask was appointed interim City Attorney. I included a memo to the file which I wrote before that vote.

The last thing we elected officials want to find out is that something is wrong with our City because we're all proud of it and our dedicated employees. I wrote this email hoping that it will make a difference. The residents and I will be watching.

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**From:** Jenny Rowan [jrowan@madeirabeachfl.gov](mailto:jrowan@madeirabeachfl.gov) &  
**Subject:** RE: Gay vs. Madeira Beach Town Center  
**Date:** June 20, 2023 at 11:33 AM

**To:** Marci Forbes [MForbes@madeirabeachfl.gov](mailto:MForbes@madeirabeachfl.gov), Tom Trask [tom@cityattorneys.legal](mailto:tom@cityattorneys.legal), DeSantis, Frank [fdesantis@madeirabeachfl.gov](mailto:fdesantis@madeirabeachfl.gov)  
**Cc:** Robin Gomez [RGomez@madeirabeachfl.gov](mailto:RGomez@madeirabeachfl.gov), Kathy Tokos [Kathy@cityattorneys.legal](mailto:Kathy@cityattorneys.legal)

I am available the 27<sup>th</sup> at 10am.

**Jenny Rowan, CFM**  
 Community Development Director  
 City of Madeira Beach  
 (727)391-9951 x 255

**From:** Marci Forbes <[MForbes@madeirabeachfl.gov](mailto:MForbes@madeirabeachfl.gov)>  
**Sent:** Tuesday, June 20, 2023 11:24 AM  
**To:** Tom Trask <[tom@cityattorneys.legal](mailto:tom@cityattorneys.legal)>; Jenny Rowan <[jrowan@madeirabeachfl.gov](mailto:jrowan@madeirabeachfl.gov)>;  
 DeSantis, Frank <[fdesantis@madeirabeachfl.gov](mailto:fdesantis@madeirabeachfl.gov)>  
**Cc:** Robin Gomez <[RGomez@madeirabeachfl.gov](mailto:RGomez@madeirabeachfl.gov)>; Kathy Tokos <[Kathy@cityattorneys.legal](mailto:Kathy@cityattorneys.legal)>  
**Subject:** RE: Gay vs. Madeira Beach Town Center

Yes, I can make the date and time.

Marci L. Forbes, PE, CFM

**From:** Thomas Trask <[tom@cityattorneys.legal](mailto:tom@cityattorneys.legal)>  
**Sent:** Tuesday, June 20, 2023 11:15 AM  
**To:** Jenny Rowan <[jrowan@madeirabeachfl.gov](mailto:jrowan@madeirabeachfl.gov)>; Marci Forbes <[MForbes@madeirabeachfl.gov](mailto:MForbes@madeirabeachfl.gov)>;  
 DeSantis, Frank <[fdesantis@madeirabeachfl.gov](mailto:fdesantis@madeirabeachfl.gov)>  
**Cc:** Robin Gomez <[RGomez@madeirabeachfl.gov](mailto:RGomez@madeirabeachfl.gov)>; Kathy Tokos <[Kathy@cityattorneys.legal](mailto:Kathy@cityattorneys.legal)>  
**Subject:** [e] Gay vs. Madeira Beach Town Center

Jenny, Marci and Frank,

I have attached a Complaint that was filed against Madeira Beach Town Center by Mr. Gay. The City is NOT a party to that lawsuit. I'd like you to review the Complaint and meet with me during my office hours on June 27th to discuss it. Please let me know if all of you can meet at 10:00. Tom



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

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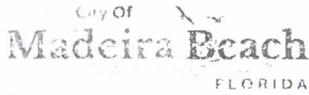
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### Application Impact Fees for Prior Development of Property

Project: Condo B

Prior development type: Retail

Area of prior development: 13,426 square feet\*

Credit calculation: \$3.396 per square foot for Retail\*\*

Credits awarded: \$45,594.70\*\*\*

Impact fee for development as determined in the Development Agreement: \$47,424.00\*\*\*\*

Amount due for impact fees: \$1,829.30

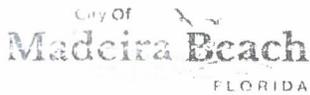
Applicant Name: Town Center Condo B Development LLC

Applicant Signature:  William Karns  
Manager Date: 10/21/22

City Staff Name: Jennifer Rowan

City Staff Signature:  Date: 10/24/22

\*Area determined by demolition permit  
\*\*Credit per square foot determined by section 13.0 in Development Agreement  
\*\*\*13,426 square feet multiplied by \$3.396 is \$45,594.70  
\*\*\*\*Section 13.0 Impact Fees in Development Agreement for Condo B is \$54,912.00 divided by original number of units (44) is \$1,248.00 per unit. Permit indicates 38 condo units. 38 units multiplied by \$1,248.00 is \$47,424.00



### Application Impact Fees for Prior Development of Property

Project: Condo B

Prior development type: Retail

Area of prior development: 13,426 square feet\*

Credit calculation: \$3.396 per square foot for Retail\*\*

Credits awarded: \$45,594.70\*\*\*

Impact fee for development as determined in the Development Agreement: \$47,424.00\*\*\*\*

Amount due for impact fees: \$1,829.30

Applicant Name: Town Center Condo B Development LLC

Applicant Signature: [Signature] William Karns- Date: 10/21/22  
Manager

City Staff Name: Jennifer Rowan

City Staff Signature: [Signature] Date: 10/24/22

\*Area determined by demolition permit  
\*\*Credit per square foot determined by section 13.0 in Development Agreement  
\*\*\*13,426 square feet multiplied by \$3.396 is \$45,594.70  
\*\*\*\*Section 13.0 Impact Fees in Development Agreement for Condo B is \$54,912.00 divided by original number of units (44) is \$1,248.00 per unit. Permit indicates 38 condo units. 38 units multiplied by \$1,248.00 is \$47,424.00

**From:** <MAILER-DAEMON >  
**Subject:** FW: [e] Town Center impact fee credits  
**Date:** July 26, 2022 at 4:49 PM  
**To:** Portal, Sue SPortal@madeirabeachfl.gov



M

**Jenny Rowan, MA, CFM**  
Senior Planner  
City of Madeira Beach



**From:** Thomas Trask <tom@cityattorneys.legal>  
**Sent:** Tuesday, July 26, 2022 4:47 PM  
**To:** Portal, Linda <lportal@madeirabeachfl.gov>  
**Cc:** Jenny Rowan <Jrowan@madeirabeachfl.gov>; Robin Gomez <RGomez@madeirabeachfl.gov>  
**Subject:** RE: [e] Town Center impact fee credits

Linda,

I have read 13.0 of the DA. It is my opinion that the developer can apply for credits for development previously permitted on the property. You can confirm the numbers by reviewing the calculations that were done when the DA was being negotiated. I'm sure there is something in the Planning Department files. You can also have IT search for emails between me and the Planning Department as I believe I was the one drafting the DA and that information would have been discussed in detail. When I left the City Atty position in June 2017 I dropped off all my files at City Hall for retention. Therefore I cannot search my file to confirm the calculations. Tom

Thomas J. Trask, Esquire  
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AV Preeminent® Rated Attorney  
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TRASK DAIGNEAULT, LLP  
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(727) 733-2991 Fax

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**From:** Portal, Linda <[lportal@madeirabeachfl.gov](mailto:lportal@madeirabeachfl.gov)>  
**Sent:** Monday, July 25, 2022 3:15 PM  
**To:** Thomas Trask <[tom@cityattorneys.legal](mailto:tom@cityattorneys.legal)>; Jenny Rowan <[jrowan@madeirabeachfl.gov](mailto:jrowan@madeirabeachfl.gov)>; Robin Gomez <[RGomez@madeirabeachfl.gov](mailto:RGomez@madeirabeachfl.gov)>  
**Subject:** Town Center impact fee credits

It is time to collect the impact fees for Condo A and Condo B will come soon. Although Condo B was built first, the regulations at the time of permitting required the project to pay fees prior to issuance of the CO. Since April, the requirements are for impact fees to be paid prior to the issuance of the building permit and so Condo A is asking for direction on the amount owed now that the building is being reviewed. The question has risen as to the interpretation of Section 13.0 of the development agreement that states as follows:

13.0 Impact fees. The City has estimated the impact fees that the Developer shall pay to the City as follows, subject to credits issued for prior development of property:

The property owner thinks the statement indicates that the following list of charges already includes consideration of credits for prior development, while the developer thinks the phrase indicates he can apply for credits for development previously permitted on the property, including any square footage demolished to make way for the new development. What is your interpretation?

Let me know as soon as possible as the developer is anxious to secure the building permit.

Thank you.

Linda Portal, MPA, CFM  
Community Development Director - Madeira Beach

300 Municipal Drive,  
Madeira Beach, Florida 33708

Office: (727) 391-9951, Ext. 255  
Email: [lportal@madeirabeachfl.gov](mailto:lportal@madeirabeachfl.gov)  
Website: [Madeirabeachfl.gov](http://Madeirabeachfl.gov)



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**Linda Portal, MPA, CFM**

Community Development Director - Madeira Beach

300 Municipal Drive,  
Madeira Beach, Florida 33708

Office: (727) 391-9951, Ext. 255  
Email: [lportal@madeirabeachfl.gov](mailto:lportal@madeirabeachfl.gov)  
Website: [Madeirabeachfl.gov](http://Madeirabeachfl.gov)



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### Application Impact Fees for Prior Development of Property

**Project:** Condo A

**Prior development type:** Retail

**Area of prior development:** 8,032 square feet

**Credit calculation:** \$3.396 per square foot for Retail\*

**Credits awarded:** \$27,276.67\*\*

**Impact fee for development as determined in the Development Agreement:** \$33,696\*\*\*

**Amount due for impact fees:** \$6,419.33

Applicant Name: Willie

Applicant Signature: [Signature]

Date: 8-3-22

City Staff Name: Jenny Rowan

City Staff Signature: [Signature]

Date: 8/3/22

\*Credit per square foot determined by section 13.0 in Development Agreement

\*\*8,736 square feet multiplied by \$3.396 is \$27,711.36

\*\*\*Section 13.0 Impact Fees in Development Agreement for Condo A is \$44,928.00 divided by original number of units (36) is \$1,248 per unit. Permit indicates 27 condo units. 27 units multiplied by \$1,248 is \$33,696.

[Property Map of this parcel](#) [Sales Query](#) [Recent Days - Recent](#) [View Search](#) [View Collection Items Page](#) [Contact Us](#)

**09-31-15-00000-140-2000**

Compact Property Record Card

Tax Estimator

**Updated August 3, 2022**

Email Print

Radius Search

FEMA/WLM

**Ownership/Mailing Address** [Change Mailing Address](#)

CONDO A COMPANY LLC  
410 150TH AVE STE H  
MADEIRA BEACH FL 33708-2000

**Site Address (First Building)**

394 150TH AVE  
MADEIRA BEACH

Jump to building (1) 394 150TH AVE



[Property Use](#) 1121 (Strip Store - (2 or more stores))

Current Tax District: MADEIRA BEACH (MB)

Total Heated SF: 8,224 Total Gross SF: 8,736

[click here to hide] **Legal Description**

PART OF SEC 09-31-15 DESC AS FROM NW COR OF TRACT B MADEIRA BEACH COMMERCIAL CENTER TH N88D04'07"E 169.4FT TH N88D04'07"E 88.6FT TH S01D55'53"E 200 FT TH N88D04'07"E 268.46FT TH N62D54'59"E 21.34FT TH N43D51'28"E 160.76FT TH CUR RT RAD 505FT ARC 68.1FT CB N47D43'17"E 68.05FT TH CUR LT RAD 495 FT ARC 66.76FT CB N47D43'17"E 66.71FT TH N43D51'28"E 98.95FT FOR POB TH N43D51'28"E 300.64 FT TH N46D08'32"W 127.52FT TH S55D32'50"E 8.58FT TH S45D37'39"W 140.68FT TH S20D04'46"W 13.78FT TH S43D53'18"W 28.43FT TH S89D52'12"W 37.81FT TH S48D07'11"W 84.5FT TH S46D08'32"E 156.64FT TO POB

[File for Homestead Exemption](#)

2022 Parcel Use

Exemption	2022	2023	
Homestead	No	No	Homestead Use Percentage: 0.00%
Government	No	No	Non-Homestead Use Percentage: 100.00%
Institutional	No	No	Classified Agricultural: No
Historic	No	No	

[Parcel Information](#) [Latest Notice of Proposed Property Taxes \(TRIM Notice\)](#)

Most Recent Recording	<a href="#">Sales Comparison</a>	<a href="#">Census Tract</a>	<a href="#">Evacuation Zone</a> <small>(NOT the same as a FEMA Flood Zone)</small>	<a href="#">Flood Zone</a> <small>(NOT the same as your evacuation zone)</small>	<a href="#">Plat Book/Page</a>
21418/0810	<a href="#">Sales Query</a>	121030278011	A	Current FEMA Maps	

**2022 Preliminary Value Information**

Year	<a href="#">Just Market Value</a>	<a href="#">Assessed Value / Non-TX Cap</a>	<a href="#">County Taxable Value</a>	<a href="#">School Taxable Value</a>	<a href="#">Municipal Taxable Value</a>
2022	\$2,311,600	\$2,311,600	\$2,311,600	\$2,311,600	\$2,311,600

[click here to hide] **Value History as Certified (yellow indicates correction on file)**

Year	<a href="#">Homestead Exemption</a>	<a href="#">Just Market Value</a>	<a href="#">Assessed Value</a>	<a href="#">County Taxable Value</a>	<a href="#">School Taxable Value</a>	<a href="#">Municipal Taxable Value</a>
2021	No	\$1,398,400	\$1,398,400	\$1,398,400	\$1,398,400	\$1,398,400

**2021 Tax Information**

<a href="#">2021 Tax Bill</a>	Tax District: MB
2021 Final Millage Rate	17.1166

Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our new [Tax Estimator](#) to estimate taxes under new ownership.

**Ranked Sales (Wholesale Rank 4 Sales) [See all transactions](#)**

Sale Date	Book/Page	Price	Q/L	V/I
01 Mar 2021	21418 / 0810	\$2,525,000	U	1
18 Aug 2016	19312 / 1609	\$8,150,000	M	1
31 Dec 1996	09583 / 0127	\$2,300,000	U	1

**2022 Land Information**

Seawall: No

Frontage:

View: None

<a href="#">Land Use</a>	<a href="#">Land Size</a>	<a href="#">Unit Value</a>	<a href="#">Units</a>	<a href="#">Total Adjustments</a>	<a href="#">Adjusted Value</a>	<a href="#">Method</a>
Stores, 1 Story (11)	96 1x140	65.00	40832.0000	1.0000	\$2,654,080	SF

[click here to hide] **2022 Building 1 Structural Elements** [Back to Top](#)

Site Address: 394 150TH AVE

[Compact Property Record Card](#)

Building Type: **Shopping Centers**  
Quality: **Average**  
Foundation: **Continuous Footing**  
Floor System: **Slab On Grade**  
Exterior Wall: **Concrete Block**  
Roof Frame: **Wood Frame/Truss**  
Roof Cover: **Built Up/Composition**  
Stories: **1**  
Living units: **0**  
Floor Finish: **Carpet Combination**  
Interior Finish: **Plaster Ed Direct**  
Fixtures: **16**  
Year Built: **1956**  
Effective Age: **66**

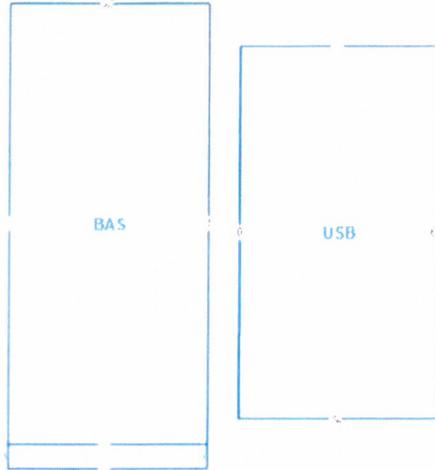
Cooling: Heat & Cooling Pkg

**Building 1 Sub Area Information**

Description	Building Heated SF	Gross Area SF
Utility Unfinished (UTU)	192	192
Canopy (only or loading platform) (CAN)	0	384
Base (BAS)	3,840	3,840
<b>Total Building Heated SF: 4,032</b>		<b>Total Gross SF: 4,416</b>

[click here to hide] 2022 Building 2 Structural Elements Back to Top  
Site Address: 388 150TH AVE

- Building Type: Offices
- Quality: Average
- Foundation: Continuous Footing
- Floor System: Slab On Grade
- Exterior Wall: Concrete Block
- Roof Frame: Gable Or Hip
- Roof Cover: Rolled Roofing
- Stories: 2
- Living units: 0
- Floor Finish: Carpet Combination
- Interior Finish: Plastered Furred
- Fixtures: 10
- Year Built: 1959
- Effective Age: 63
- Cooling: Heat & Cooling Pkg



[Compact Property Record Card](#)

**Building 2 Sub Area Information**

Description	Building Heated SF	Gross Area SF
Upper Story (USB)	1,920	1,920
Open Porch (OPE)	0	128
Base (BAS)	2,272	2,272
<b>Total Building Heated SF: 4,192</b>		<b>Total Gross SF: 4,320</b>

[click here to hide] 2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
CONC PAVE	\$0.00	704.00	\$0.00	\$0.00	0
ASPHALT	\$0.00	31,700.00	\$0.00	\$0.00	0

[click here to hide] Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
BC20220315	NEW IMPROVEMENT	15 Apr 2022	\$482,000
DEMO20220254	DEMOLITION	30 Mar 2022	\$2,240
P5050	PLUMBING	05 Oct 2020	\$700
DEMO4278	DOCK	12 Dec 2019	\$0
2079	TPP USE	14 Nov 2017	\$436
BC2018	MISCELLANEOUS	20 Oct 2017	\$3,000
PER-H-CB205315	ADDITION/REMODEL/RENOVATION	21 Oct 1999	\$37,500
98105	CANOPY	23 Mar 1998	\$9,661





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[Interactive Map of this parcel](#)   [Map Legend](#)

[Sales Query](#)

[Backlog Query Results](#)

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[Contact Us](#)