



**BOARD OF COMMISSIONERS  
REGULAR MEETING AGENDA  
Wednesday, April 08, 2026 at 6:00 PM  
Commission Chambers, 300 Municipal Drive,  
Madeira Beach, FL 33708**

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

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

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

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

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

- 8. APPOINTMENT OF VICE MAYOR**

- [A.](#) Appointment of Vice Mayor

## **9. ROLL CALL**

## **10. APPROVAL OF THE MINUTES**

- [A.](#) 02-26-2026, BOC Special Meeting Minutes
- [B.](#) 03-04-2026, BOC Regular Meeting Minutes
- [C.](#) 03-18-2026, BOC Regular Workshop Meeting Minutes
- [D.](#) 03-27-2026, BOC Special Meeting Minutes

## **11. CONSENT AGENDA**

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

- [A.](#) Approval of purchase of Self Contained Breathing Apparatus

## **12. PUBLIC HEARINGS**

## **13. UNFINISHED BUSINESS**

- [A.](#) Lot Mowing Lien and Special Magistrate Liens - 13225 2nd Street East, Madeira Beach - Case Nos. 14-68, 08.04, 08.24, 08.07 and 09.39 (Simonetta and Discount Properties of Florida LLC)
- B.** 555 property and survey of the water that is required for building docs
- C.** Tom and Kitty Stuart Park

## **14. CONTRACTS/AGREEMENTS**

- [A.](#) Pinellas County ILA For Post Disaster Recovery
- [B.](#) Renewal of Joint Use Agreements with Pinellas County Schools

## **15. NEW BUSINESS**

## **16. AGENDA SETTING**

- A.** Hearing Officer Agreements
- B.** Samples of Recognition and Appreciation Forms and Explanation Form of why the person was chosen to receive recognition
- C.** BOC Policy Handbook
- D.** Explore ways to keep costs down for city services, contracts, design, and construction fees

- E. Discuss changing the municipal election from March to November
- F. 26PLN City of Madeira Beach Vulnerability assessment and adaptation plan Grant approval
- G. RFP #26-02 Holiday Décor
- H. Approval of Florida Department of Children and Families Grant for Rip Tide Simulator
- I. RDK ASL Lease Discussion
- J. John's Pass Village Parking Garage Feasibility Study
- K. Par-Kan Beach Dumpster Discussion
- L. Ordinance 2026-03, 555 150th Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial - Discussion
- M. Greg Chassin regarding his property development issue

## **17. REPORTS/CORRESPONDENCE**

- A. Board of Commissioners - Reports/Correspondence
- [B.](#) Board of Commissioners - 2026 Meetings Report (Jan - March) - Informational
- C. City Attorney
- [D.](#) City Clerk's Report - April 2026
- E. City Manager

## **18. RESPOND TO PUBLIC COMMENTS/QUESTIONS**

## **19. ADJOURNMENT**

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

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

*cvanblargan@madeirabeachfl.gov.*



## MEMORANDUM

**TO:** Honorable Mayor and Board of Commissioners  
**VIA:** Clint Belk, Acting City Manager  
**FROM:** Clara VanBlargan, City Clerk  
**DATE:** 03/18/2026  
**RE:** **Appointment of Vice Chair – One (1) Year term**

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### **City Charter, Section 4.4 – Vice Mayor**

The Board of Commissioners shall appoint a Vice Mayor at its first regular meeting following the election. The term of Vice Mayor shall be for one (1) year. The Vice Mayor shall act as Mayor during the absence or disability of the Mayor. Should the Vice Mayor be required to act as Mayor for a period in excess of thirty (30) days, he/she shall receive the compensation of the Mayor retroactive to the date upon which he/she assumed the Mayoral duties.



**MINUTES**

**BOARD OF COMMISSIONERS  
SPECIAL MEETING  
FEBRUARY 26, 2026  
1:00 P.M.**

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 1:00 p.m. on February 26, 2026, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

**MEMBERS ABSENT:** None.

**CHARTER OFFICERS PRESENT:** Clint Belk, Acting City Manager  
Clara VanBlargan, City Clerk

**1. CALL TO ORDER**

Mayor Brooks called the meeting to order at 1:00 p.m.

**2. ROLL CALL**

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

**3. PUBLIC COMMENT**

Nazary Ivanchuk, 431 Virginia Avenue, requested that the Board consider reducing the accrued code enforcement fines for his property at 431 Virginia Avenue, Madeira Beach. He provided the City Clerk with documents to share with the Board.

Chuck Dillion, 529 Lillian Drive, asked the Board to consider making the four free parking spaces at Kitty Stuart Park resident-only.

**4. CITY MANAGER CANDIDATES**

**A. Five Recommended City Manager Candidates by Consultant**

Renee Narloch, with S. Renee Narloch & Associates, the recruiter for the city manager candidate selection, praised the city staff for their cooperation throughout the process, especially highlighting the City Clerk, the Acting City Manager, and Megan Powers. She explained that they had conducted extensive outreach, contacted hundreds of people, and received about 56 applications for the position. Timing is critical in recruitment, as candidates who are available now may not be later. After the interviews, they begin calling references and conducting background checks. If a candidate starts discussing an agreement with them, the language must be included. This is contingent on everything clearing.

The following are the five recommended candidates for the Board to consider interviewing for the city manager position:

1. Stanley Hawthorn - City Manager, City of Pine Lake, GA

Stanley Hawthorne was described as highly experienced and very intelligent, especially for his eight or nine years as assistant city manager in Fort Lauderdale under a city manager with very high expectations, whom Narlock had recruited. She pointed out that Hawthorne was carefully chosen, handpicked, for that position and gained important city management skills in what she called a challenging environment. Since then, he has done consulting work and supported smaller towns in Georgia, but as a Florida native, he wanted to return home. He could definitely contribute valuable skills.

2. Michael Helfrich – Former Assistant City Manager/Public Works Director, City of Treasure Island, FL

Michael Helfrich was identified as a local candidate who owns property in Madeira Beach, has worked for neighboring Treasure Island for many years as a public works director, and has also served as assistant city manager when the city manager was unavailable. She did not know him, but she did like that he has a P.E. and a public works background, is familiar with the area, and owns property in Madeira Beach. It would be his first actual city manager role, which she saw as having both upsides and downsides - the upside being that he has something to prove not only to himself, but to everyone, and would work extra hard to do a great job.

3. Debbie Manns – City Manager, City of New Port Richey, FL

Debbie Manns has served as the city manager of Newport Richey since 2014, marking a long tenure. When she first started in Newport Richey, not much was happening. She encouraged the Commission to visit Newport Richey if they haven't been there in a while to see the transformation that has taken place under Debbie's leadership. Her background is in community development, and typically, whatever her background is, that becomes the focus, which is what Newport Richey wanted. They wanted someone to come in and make things happen there. Debbie has achieved that and done an excellent job. About three months ago, she helped hire an economic development director, and they selected a very good one. Not long ago, the commission granted her a multi-year contract, one of the longest she's seen in recent years, showing they want to keep her. Things are still moving

forward in Newport Richey. Debbie isn't leaving; she probably seeks a new challenge because she's accomplished so much there. Madeira Beach offers different opportunities, so she's excited about that.

4. Timothy Owens – Former Interim Public Works Director/Interim Planning Director, Town of Zebulon, NC

She was unfamiliar with him and had not worked with him before. She is familiar with the areas he worked in in North Carolina. She had done a city manager search for the Town of Holden Beach about eight months to a year ago. Holden Beach is in the same area as Wrightsville Beach and Carolina Beach. These were described as upscale beach communities similar to Madeira Beach, with Carolina Beach having about 90 FTEs, similar in size. Mr. Owens had been a manager in Carolina for about six years and in Wrightsville for 10-12 years. He had reached retirement eligibility in North Carolina but was not done working, so he was exploring opportunities outside the state. His experience included challenges in beach communities, such as renourishment, dredging, working with FEMA, and hurricanes. His recent roles had been interim positions as planning director and public works director due to work restrictions related to his retirement status. He has a broad range of skill sets, and she found him to be a very professional candidate. He was excited about Madeira Beach and had many questions that she answered. He is certainly worth talking to. He brings something that the other candidates do not.

5. Raymond Palmer – Township Manager, Silver Spring Township, PA

She was not familiar with or had never worked with him before, but she was impressed after their preliminary conversation. She described him as very active, running marathons and half marathons, with a positive outlook. He came to the profession through a non-traditional path, having worked for large private-sector companies in customer-service-oriented roles. This gave him an understanding of the city's customers and made him sensitive to community connections. He believed in connecting with people as a way to fix problems. He had done well in his current position for a long time and had served in various capacities as needed, including as interim public works director. Really, in a city that size, he kind of served in every capacity as needed. He is a little different from the other candidates, but a very good one and a very good option to look at.

Ms. Narloch said those were the five candidates she selected. There are other candidates in the group, but at some point, you have to grab a group, evaluate them, put them forward, meet them, see what you like about them, ask them tough questions, and find out if they are the next city manager in the mix.

Ms. Narloch explained the process moving forward:

1. Within the next three weeks, each commission member will have a one-on-one interview with each candidate on the same day on-site. There will be only two of them in the room,

and they will rotate throughout the day. The commission will get to know the candidates, which is important for them. They know them as a board but need to know them as individuals to know how they would work with the commission.

2. That same day, around 5:30 p.m., they have an after-hours gathering, possibly at an off-site location. It will be a casual social event where everyone can talk. They might have cold drinks and some food. Everyone is invited, including city staff, department directors, and the media. If the commission wants to attend, they can; it will not require any action on their part. They can simply observe how people interact with the candidates. A notice would need to be put out to everyone in the community to come meet the candidates. Informal feedback might also be received at the event.
3. At the following meeting, they will hold a public meeting to give the candidates a chance to come up and make their case on why they should be the next city manager. That includes talking about their experience, why they want to come here, what they have seen while here, what they have observed, what they like best about the community, etc. The candidates orchestrate it, come up one at a time for about 15 or 20 minutes, and make their case. The commission can ask some follow-up questions.
4. Following the public meeting, they have a debriefing session to discuss the terms and negotiations of the contract. She will speak with the candidates and provide them with the information. The Commission will discuss whom they want to move forward and why, where they are going with it, the terms, negotiations, and who will be the point person for that.

Ms. Narloch responded to the Board's questions and comments:

- The five candidates were made aware that they are the top five candidates. They have been following this, listening to the meetings, and checking public documents. She did not want them to get a call from someone other than her that their name was being put forth in this meeting.
- There is no obligation for the Commission to interview any of the candidates.
- The department heads will be invited to the meet and greet, and hopefully they will attend so they can interact with the candidates and introduce themselves as department directors. Candidates want to see them. They do not have any formal plans for the department directors during the interview process. However, those who move forward will return for another meeting very soon after being named finalists. They will come on-site and bring their families or others, as they will be looking for a place to live. She will make sure they come to City Hall, sit in a room full of department directors, and do a Q&A with them as part of an introduction.
- The Commission is the one to decide who they want to interview, not her. Candidates can be removed from the five selected, and new candidates can be added. Right now, they have a well-rounded group that brings many different things to the table. When the Commission meets with the recommended candidates, they will discover there is a lot of depth.
- Sometimes when she gets into a pool of candidates, especially 56 of them, she will find that there are 10 or more strong candidates. Based on what she learned from whom she spoke to at the city, what the needs are, and the challenges, she narrows it down to the strong candidates that fit those needs. In this case, five was a good landing spot for the folks that she pulled out. She did not feel there were an additional four candidates. She looks for different things that would bring them to the forefront or not. She wants them to

have a good energy level, a great knowledge base, answers, and longevity. She has an eye and instinct for things, and sometimes she learns about them by calling them on the phone.

- She does not know the city’s policy or if there is a policy about reimbursing candidates, but most cities do reimburse for reasonable airfare, one or two-day hotel stay, depending on their travel schedule, and maybe for a rental car or Uber to get around. Based on the five recommended candidates, the total travel expense would be about \$2,500 based on their location.

### **Discussion on which candidates to interview**

Mayor Brooks clarified to the Commission that they are there to decide and discuss the five candidates Renee has brought forward for interviews, and whether there are any other candidates the Commission might want to interview or eliminate a candidate from the interview. She went through every candidate to prepare to explain why she chose not to add to the list. She personally felt they hired a professional to go out and vet candidates and bring them the ones who met their criteria: they had to be a city manager, have coastal experience, and have certain certifications. Of the five that were chosen, she dug deep into them in addition to the conversation she had with Ms. Narloch. She noticed that among the other applicants who did not get chosen, many had never been a city manager. Many had been fired or jumped around a lot. She felt like the five they were given were a solid five and she will not be adding to the list. But others might want to add to the list.

Commissioner Tagliarini expressed a strong interest in interviewing Michael Helfrich and Debbie Manns, with Raymond Palmer as a potential third choice if needed.

Vice Mayor Kerr identified Helfrich and Manns as his top two after conversations with Ms. Narloch.

Commissioner McGeehan identified Mr. Helfrich and Ms. Manns as the top candidates and added Lynne Ladner to the list. She was a city manager, citing her 18 years of coastal experience with municipalities under commission-manager government, her transparent financial management, and her Florida residency.

Commissioner Ghovae added Adrian Jones, the town manager of Atlantic Beach, whom he felt had good qualifications.

Mayor Brooks identified Mr. Helfrich and Ms. Manns as her top candidates. She explained why she opposed adding either candidate, Lynne Ladner or Adrian Jones. Commissioner Tagliarini said he would have no problem adding them.

After discussion, the Board’s consensus was to interview Ms. Narlock's five recommended candidates, plus the two additional candidates requested by commissioners, Lynne Lader and Adrian Jones, bringing the total to seven candidates for the interview process:

1. Stanley Hawthorne
2. Michael Helfrich
3. Debbie Manns
4. Timothy Owens

- 5. Raymond Palmer
- 6. Lynne Ladner
- 7. Adrian Jones

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

**5. RESPOND TO PUBLIC COMMENTS/QUESTIONS**

- 1. Nazary Ivanchuk, 431 Virginia Avenue, requested that the Board consider a reduction of accrued code enforcement fines for his property at 431 Virginia Avenue, Madeira Beach.

Mayor Brooks said the Virginia Avenue property would follow proper processes.

- 2. Chuck Dillion, 529 Lillian Drive, asked the Board to consider making the four free parking spaces at Kitty Stuart Park resident-only.

The Acting City Manager provided an update on Kitty Stuart Park, noting that the south side is not ready to open. The Board was interested in making the four parking spaces available only to residents, with parking enforcement monitoring usage. If residents do not use them, they could reconsider charging.

**6. ADJOURNMENT**

Mayor Brooks adjourned the meeting at 2:08 p.m.

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

ATTEST:

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



**MINUTES**

**BOARD OF COMMISSIONERS  
REGULAR MEETING  
MARCH 4, 2026  
6:00 P.M.**

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on March 4, 2026, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

**MEMBERS ABSENT:** None

**CHARTER OFFICERS PRESENT:** Clint Belk, Acting City Manager  
Clara VanBlargan, City Clerk  
Andrew Laflin, Finance Director Consultant  
Thomas Trask, City Attorney

**1. CALL TO ORDER**

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

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

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

**4. APPROVAL OF THE AGENDA**

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

**ROLL CALL:**

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

Commissioner Ghovae "YES"  
Mayor Brooks "YES"

The motion carried 5-0.

**5. PROCLAMATIONS**

**A. Proclamation: Flood Awareness Week; March 9 – 15, 2026**

Mayor Brooks read a Proclamation declaring March 9 -15, 2026, as Flood Awareness Week.

**6. PRESENTATIONS**

There were no presentations.

**7. PUBLIC COMMENT**

Chuck Dillon, 529 Lillian Drive, thanked the Commission and staff for quickly opening the four parking stalls. He also emphasized that everyone in the City votes for each commissioner regardless of district and encouraged everyone to come out and vote on March 10th.

Tom Edwards, District 1, spoke about flooding concerns, noting the proclamation was very appropriate with hurricane season approaching. He discussed his observations of City buildings and flood-proofing measures. Mr. Edwards mentioned that the library had about 6 inches of water during the 2024 hurricanes and now has a barrier system, but he was concerned that the barriers, at 3-4 feet tall, were not tall enough to prevent water from accumulating behind them. He noted the Recreation Department had rain intrusion through doors with 100 mph winds and suggested better door sealing solutions. Mr. Edwards also mentioned that the Community Development and Building Departments downstairs were flooded and asked whether they could be waterproofed for future use.

Mr. Edwards suggested the City consider amphibious duck vehicles that could serve as both tourist attractions and high-water rescue vehicles. He described how these vehicles operate in other cities as tour vehicles that tell the city's history on land and water, noting they always have lines of people waiting to use them. He suggested they could be stationed at the newly purchased property and serve a dual purpose during flood events.

**8. APPROVAL OF MINUTES**

- A. 2026-01-28, BOC Regular Workshop Meeting Minutes**
- B. 2026-02-24, BOC Regular Meeting Minutes**
- C. 2026-02-11, BOC Regular Workshop Meeting Minutes**

Vice Mayor Kerr noted a change to January 28, 2026, BOC Regular Workshop Meeting Minutes. On page three of the minutes, under public comments, he added Richard’s last name as “Leblanc.”

Vice Mayor Kerr motioned to approve the meeting minutes with the change. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

**9. CONSENT AGENDA**

- A. DSK Law – Engagement Letter Renewal**
- B. Area 9 Roadway and Drainage Improvement Project Engineering Scope Approval**
- C. Authorization of the Mayor’s Signature on FEMA Category A Final Inspection Report**

Mayor Brooks read the listed Consent Agenda Items.

Vice Mayor Kerr asked if approval of the Consent Agenda would authorize the contract with Advanced Engineering for Item 9.B. Public Works Director Megan Wepfer said they had a contract with them and did not understand his question. The Vice Mayor requested that Item 9.B. be pulled for discussion.

Vice Mayor Kerr motioned to approve the Consent Agenda Items A and C. Commissioner Ghovae seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

**B. Area 9 Roadway and Drainage Improvement Project Engineering Scope Approval**

Vice Mayor Kerr said he was not comfortable with the presentation given at the workshop on raising the road six inches. It was described as an elevation of two feet at the east end and four feet at the west end. He suggested having an elevation goal of four feet. If they did not substantially increase the elevation, he felt they would be throwing their money away with a contract of about

\$450,000. He asked that another engineering firm review it or that Advanced Engineering explain how it would raise the road when there are properties below the center line of the road.

Director Wepfer said you cannot make a promise to elevate a road to a certain height without conducting a survey and the proper work required. Elevating a roadway affects the elevation of every home. They know the road can be raised 6” without negatively impacting the residents. They cannot elevate it by four feet right away; they would need to do it gradually. They would not have the budget to restore the impacted homes.

Director Wepfer said they know they can elevate 6” from the Watershed Management Plan that was completed. When they get the survey back, they will know what they can do from there. They cannot make any promises. The City would be liable for any negative impact on homes. Vice Mayor Kerr said that is why he wanted a second opinion. He believed there were ways to do it.

Community Development Director Marci Forbes said that with the more detailed engineering survey work, they will be able to optimize as best as possible at this stage. Projects that involve elevation take about 80-100 years, so when the road needs to be replaced after 20 years, they re-elevate it. It is a process.

Vice Mayor Kerr said he still would like to have a second opinion. He is afraid they would not get the maximum benefit from the elevation. He has an issue if the road is always the lowest point of every house on the street. Director Wepfer said Advanced Engineering is very familiar with the City and barrier islands. They have completed the Watershed Management Plan, which went through all flooding scenarios.

Acting City Manager Clint Belk suggested they table the item until Advanced Engineering can make their presentation and answer any questions. Vice Mayor Kerr agreed.

Commissioner Ghovae said he was concerned about the cost rather than the design. He asked if they got any competitive bids. Director Wepfer said they do not need to bid because they have continuing contracts. City Attorney Trask said they could put it out for a competitive bid, but the purpose of the continuing contracts is to avoid it. If they cannot negotiate a contract, then they can negotiate with the next firm that has a continuing contract with the City. Commissioner Ghovae thought they were being charged too much in design fees and suggested they get a quote from the second company in line.

Mayor Brooks asked for a breakdown of what they would be getting for half a million dollars. Director Wepfer said the following:

- Redesign the storm drains
- Replacing the curb and asphalt
- Elevating and rebuilding the roadway
- Permitting through SWFMD and the Army Corps
- Neighborhood meetings for further surveying
- 60% design plans
- Redesign the driveways

- Final preparation
- Bidding services
- Construction administration services
- Data collection, which includes surveying

Director Forbes said they will need to adjust all the utilities to match what was done with the roadway. It is a more design intense data-driven process. Director Wepfer said the project also includes Baypoint Causeway.

Mayor Brooks said the cost is \$439,494.44, which is a big difference from half a million dollars. She felt they should move forward with the work, get the survey, and then decide how much to elevate. She asked if there was grant money. Director Wepfer said they are going for implementation for Resilient Florida, which is due in September.

Commissioner Tagliarini made a motion to approve staff’s recommendation to proceed with the surveying, preliminary engineering, public outreach, environmental evaluation, and permitting for the Area 9 Roadway and Drainage Project using Advanced Engineering as the design consultant. Commissioner McGeehen seconded the motion.

**ROLL CALL:**

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

The motion carried 3-2.

**C. PUBLIC HEARINGS**

**A. Ordinance 2026-02, Nonconforming Time Limitations – 2nd Reading and Public Hearing**

City Attorney Tom Trask read Ordinance 2026-02 by title only:

**ORDINANCE 2026-02**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE III (NONCONFORMANCES) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO CLARIFY WHEN SUCH SECTIONS APPLY; TO CLARIFY THE DEADLINE FOR NONCONFORMING STRUCTURES TO BE REPAIRED; TO EXTEND SUCH DEADLINE FOR HURRICANES HELENE AND MILTON RELATED DAMAGE; TO CLARIFY THAT SECTION 110-95 AND SECTION 110-96 DO NOT HAVE TIME LIMITATIONS; PROVIDING**

**FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Joe Petraglia, Planner II, said the current ordinance requires that any structure damaged by less than 50% must be repaired within 18 months for Hurricanes Helene and Milton, which is this month. Passing the ordinance would allow for an additional six months until September 25th for people to repair non-conforming pre-firm structures. If they are rebuilding, there is no time limitation, assuming other code provisions are met. Staff have been working on proactive ways to inform the public of the approaching deadline.

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

Commissioner Tagliarini asked if it would change the permit fee policy. Mr. Petraglia said there is no impact on permit fees.

Commissioner McGeehen asked if there would be a fiscal impact. Mr. Petraglia said they had not anticipated one. Commissioner McGeehen suggested they contact property owners to make sure they clean up their pools. Mr. Petraglia said the ordinance would not directly help; it would be covered under a different section of the Code for failing to maintain property.

Commissioner Ghovae asked if another executive order given would affect the limitation on extensions after the Governor’s State of Emergency expires. Mr. Petraglia said he did not think so.

Bruce McKendree, 100 140th Avenue, expressed his appreciation for the extension but suggested the City should give residents further consideration beyond what they feel is appropriate, noting the difficulty of getting life back together after such events and that the City often goes beyond requirements for developers and special interests.

Commissioner Tagliarini motioned to adopt Ordinance 2026-02, Nonconforming Time Limitations, after second reading and public hearing. Commissioner Ghovae seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**D. UNFINISHED BUSINESS**

**A. Special Magistrate Lien at 703 Sunset Cove, Madeira Beach – Case No. 24-233 (Baker-Cianciulli)**

Attorney Trask explained that the item was discussed at a couple of workshop meetings. It is a request to reduce the lien on the property. City staff recommended reducing the lien from \$8,854.22 to \$2,000 if paid within 30 days.

Mayor Brooks opened to public comment.

Mayor Brooks asked if the contractor had been reported. Director Forbes said they will be going through the process.

Vice Mayor Kerr motioned to reduce the fine to \$2,000 on the lien for 703 Sunset Cove, Madeira Beach, Case No. 24-233 if the fine is paid within 30 days. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

**B. Special Application for Mobile Food Vending at Archibald Park**

Director Forbes explained that staff reviewed the process for mobile food vending at Archibald Park while the Snack Shack is being repaired. The recommendation applied section 50-83, which allows the Board of Commissioners to permit outdoor sales during appropriate times through special application.

The approval would allow the Recreation Department and applicable supporting departments to facilitate weekly reserved vendor applications until the Snack Shack reopens. Vendors would need to provide food equivalent to what the Snack Shack historically offered. Staff anticipates one food truck during reserved periods, unless otherwise discussed. Requirements include self-contained operations and leave-no-trace practices, adherence to state and local requirements, NFPA fire safety guidelines, insurance, state licensing, and specified operating hours.

Fiscal impact includes vendor costs of \$25 for up to 2 parking spaces per day, \$50 for 3-5 spaces per day, and a required \$100 annual fire inspection fee.

City Staff recommended discussion and approval of the application, including any requested changes or clarifications that the Board may have.

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

Commissioner Tagliarini asked about the application process and whether there was already someone in mind. Director Forbes explained that they would use the special event application

process and that they do not have anyone lined up yet. They discussed doing weekly reservations rather than daily tracking, and the possibility of varying vendors week to week with the same Snack Shack-style food to maintain service levels.

Commissioner McGeehan suggested prioritizing local restaurants, specifically mentioning Fruit Floats, a company a resident had emailed about.

Commissioner Ghovae asked about grease and solid waste management, and Acting City Manager Belk confirmed that it would be self-contained within the trucks as part of the standard process. Director Forbes said there would be guidelines in place. Mayor Brooks said the Recreation Department is qualified to manage it.

Vice Mayor Kerr noted that when the Snack Shack resumes operations, this arrangement will end.

Commissioner McGeehen motioned to approve the special Application for Mobile Food Vending at Archibald Park. Commissioner Ghovae seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**C. Public Works Building/Zoning**

Vice Mayor Kerr began by explaining his opposition to locating the public works building at the marina, noting that this was his requested agenda item. He researched the zoning differences between C-3 and C-4, finding that public works would not be allowed at the marina property under either classification. He referenced the Madeira Beach Town Center Special Area Plan from 2014, questioning whether this was submitted to Pinellas County or was just an internal document like the Master Plan.

Vice Mayor Kerr noted that public works is not mentioned in either the 2002 Duany Plan or the current 2025 Master Plan. He questioned whether the public works building would be allowed to violate C-4 zoning due to the outdated Special Area Plan.

Vice Mayor Kerr explained he posted on social media after consulting with Attorney Trask about Sunshine Law compliance, asking residents whether they supported the marina location. He received 22 comments over 48 hours that were overwhelmingly opposed to having public works at the marina property. He compared this to the Madeira Cove opposition when the Kava Shack location was considered, noting how public pressure quickly turned the Board against that idea.

Vice Mayor Kerr argued against the marina location based on zoning, public opinion, and revenue concerns. He stated that placing public works there would take approximately one acre from the largely undeveloped 10 acres (combining the marina property and newly acquired Holton property). He advocated for having a marina planning company designing the entire 10 acres, believing they would not recommend public works there due to lost revenue potential and property taxes.

Mayor Brooks opened to public comment.

Jim Russell, 150 131st Avenue East, concurred with Vice Mayor Kerr, questioning why they would build a public works building on such valuable property when less expensive alternatives exist. He noted it is a potential revenue-producing property and could not understand why waterfront would be needed for public works.

Ruth Henry, 502 Lillian Drive, supported the previous speaker, referencing the appraisal concept of "highest and best use" and encouraged consideration of what would be the highest and best use of waterfront property rather than storage facilities.

Chuck Dillon, 529 Lillian Drive, attempted to clarify the confusion, stating he believed the public works building would return to the existing property where it has always been, not to the new \$18 million property. He noted confusion in the community and suggested people were thinking about the wrong property.

Pat Solakian, 580 Johns Pass Avenue, acknowledged understanding both the existing and new properties, expressing concern about revenue losses due to the new hotel development, parking problems, and the lack of tax revenue. She suggested the property could be better used for revenue generation, such as parking, rather than for public works.

Tom Edwards, District 1, agreed with Vice Mayor Kerr, noting they had eight trucks with trailers parked on the public right-of-way on 150th Ave. over the weekend, demonstrating the need for parking and revenue. He questioned whether the marina meets current landscaping requirements and suggested looking at off-island options or land lease arrangements for 50-100 years.

Mayor Brooks provided extensive historical research, noting the commission voted twice on the building - February 12, 2025 (4-1 vote approving design concept and location) and April 2, 2025 (3-2 vote to amend design money). She explained the October 22nd workshop, in which Public Works Director Wepfer clarified that the building would not be moved to the new property but would remain in the existing public works area.

Mayor Brooks detailed her research into why the original building was torn down, tracing it back to roof issues starting in 1986, emergency repairs, and, ultimately, a 2011 need for a new roof membrane, when they had a new public works director who was also the marina director. She found that only 1,000 square feet of a 5,700-square-foot roof was damaged, but the decision was made to tear down the entire building.

Mayor Brooks traced subsequent discussions about high-and-dry storage, including a \$58,500 study in 2020 that found the land could not support the proposed development and that costs were

too high for public-private partnerships due to deed restrictions. The discussion was that they needed to get the public works building back.

Mayor Brooks argued that public works has been grandfathered at that location since the early 1950's and that removing public works from the island would require larger trucks, trailers, and additional labor time for daily equipment transport, creating injury risks and inefficient use of staff. She supported moving forward with public works.

Vice Mayor Kerr rebutted several points, clarifying that he understood both properties totaling 10 acres and emphasizing his belief that a professional marina planning consultant should design the entire area. The marina has been found to have seven parcels, some of which are restricted. The City failed to send a letter last year to lift some of the restrictions, and he is calling on the City to do so. He provided specific solutions, including office space across the street at Kava Shack, storage on the ground floors of the proposed parking garage, and off-island service and maintenance facilities.

Commissioner Tagliarini asked staff several clarifying questions. Community Development Director Marci confirmed that both C-3 and C-4 zoning would allow public works through different paths, and that the area has been used historically since the 1950s without interruption. The new building would not be in the exact footprint of the previous building but would be in the same approximate area.

Public Works Director Megan Wepfer answered detailed questions about daily operations, explaining that public works handles street, beach, and facility maintenance throughout the City. She noted the daily use of beach tractors that cannot be driven on roads outside City limits if housed off-island, and the inefficiency of the travel time required to access equipment stored elsewhere. She clarified that sanitation trucks sometimes sit in their yard, but it's not typically noticeable and is not problematic.

Director Wepfer explained that there are no waterfront views from the public works area due to 20+ foot-tall mangroves, and that the main sewer station for Madeira Beach is directly in front of their yard, creating ongoing odor issues. She detailed the historical relationship between the marina and the public works department, noting periods of merger and separation, and confirmed there was no friction with marina operations.

Acting City Manager Belk confirmed no other city-owned property was available for public works relocation, referencing previous discussions about the church on 150th and the Town Center zoning requirements for retail on first floors.

Commissioner Tagliarini said he is in favor of leaving public works where it has been since the 1950's.

After extensive discussion about the public works building location, Commissioner Ghovae stated he was on the same page as Vice Mayor Kerr, initially voting against the project, but respected the Board's 3-2 decision and believed they needed to move forward with the approved location.

Mayor Brooks concluded the discussion, stating it was not an action item and expressing frustration with the continued discussion after multiple votes. She emphasized that the marina is already revenue-producing and profitable, and noted that staff time spent repeatedly defending approved decisions was disrespectful to their work and the democratic process. She would like the subject put to bed so they can move on.

Vice Mayor Kerr responded that he believed they were being disrespectful of residents' wishes, reiterating his solutions for off-site storage and suggesting that if public opinion required a petition, that might be necessary for the Commission to listen.

**E. CONTRACTS/AGREEMENTS**

There were no contracts or agreements.

**F. NEW BUSINESS**

There was no new business.

**G. AGENDA SETTING (March 18, 2026, BOC Regular Workshop; 4:00 PM)**

- A. Samples of Recognition and Appreciation Forms and an Explanation Form of why the person was chosen to receive Recognition**
- B. GrantWorks Piggyback Contract with Texas Standard**
- C. John’s Pass Parking Garage Discussion**
- D. 555 150<sup>th</sup> Avenue Rezoning to C-4, Marine Commercial**
- E. ITB #26-01 City Hall Elevator**
- F. RFP #26-02 Holiday Decorations throughout the City**
- G. Lot Mowing Lien and Special Magistrate Liens – 13225 2<sup>nd</sup> Street East, Madeira Beach – Case Nos. 14-68, 08.04, 08.24, 08.07, and 09.39 (Simonetta and Discount Properties of Florida, LLC)**
- H. Gulf Beaches Public Library, Inc. – Audited Financial Statements, September 30, 2025**

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

**H. REPORTS/CORRESPONDENCE**

**A. Board of Commissioners – Reports/Correspondence**

Vice Mayor Kerr noted this might be his last board meeting with the election on March 10th. He expressed appreciation to the Board and Mayor, acknowledging that while they can be contentious and disagree, their voting record shows they are largely unified except on passionate issues. He planned to do everything possible to get reelected but appreciated working with City staff, and if not reelected, would continue attending meetings as he did before being elected.

Mayor Brooks responded that it had been a pleasure serving with him and that she would expect to see him in the audience regardless of the election outcome, as he was there before he was elected.

Mayor Brooks referenced the Big-C meeting packet, included for commissioners to review, which included Pinellas County's Critical Infrastructure Flood Vulnerability Assessment presentation, noting it was good information, though not all of it was relevant to Madeira Beach since they are not included in everything county-wide.

Commissioner Ghovae raised several items:

- Requesting more attention to website maintenance and keeping it up to date
- Expressing concern about high costs for services, contracts, design, and construction fees, suggesting a workshop to address cost reduction
- Questioning whether election dates could be moved from March to November to reduce the approximately \$10,000 cost and increase voter turnout
- He mentioned meeting with Bay News 9 reporter Josh Rojas about Kitty Stuart Park and requested a neighborhood meeting to gather resident input and find solutions satisfactory to 90% of people

Mayor Brooks responded extensively to the Kitty Stuart Park discussion, noting exhaustive prior commission conversations and Director Wepfer's plans for a permanent restroom structure, landscaping, and picnic table additions. She expressed frustration with community dissension over a park that is functioning as intended, particularly post-storm, as staff works to build back better. She noted the park's previous safety issues, when women could not walk through because of pavilion occupants.

Mayor Brooks emphasized the commission's commitment to listening and accessibility through multiple avenues - five-minute public comments, phone availability, and monthly "Conversations with the Mayor" sessions that are well-attended by people bringing ideas rather than complaints. She expressed disappointment that some community voices choose to tear down rather than build up the City and the Commission, while emphasizing her consistent message of kindness and respect among commissioners, even when they disagree.

Commissioner Ghovae agreed to work with staff to schedule a town hall meeting in the commission chambers with at least 30 days' notice. City Attorney Trask advised against holding it at the park due to Sunshine Law requirements for proper noticing, public access, and minute-taking.

Vice Mayor Kerr suggested meeting individually with interested parties first to understand their solutions, noting that the parking lot would remain a parking lot regardless of meetings. Commissioner Ghovae commended staff for quickly implementing the four resident-only parking spaces and confirmed the meeting would be in chambers, likely on a Saturday morning.

Commissioner McGeehan noted Kitty Stuart Park's progress and expressed that the past three years working alongside Vice Mayor Kerr had been a pleasure, noting they may not always agree but leave meetings shaking hands, which was positive for the City through catastrophic events.

## **B. Board of Commissioners – 2026 Meetings Report (Jan. – Feb.) - Informational**

### **C. City Clerk Report**

City Clerk VanBlargan reminded all registered voters to vote on March 10, 2026.

**D. City Attorney**

City Attorney Trask had nothing to add.

**E. Acting City Manager**

Acting City Manager Belk had nothing to add.

**I. RESPOND TO PUBLIC COMMENTS/QUESTIONS**

- 1. Mr. Dillon thanked the City for opening the parking spots and mentioned that everyone can vote in the election regardless of the district they live in.

Mayor Brooks said Mr. Dillon’s comments about voting did not require any discussion.

- 2. What the City is doing to prepare for hurricane season.

Mayor Brooks said the City is not moving downstairs, and the library has done its own floodproofing. It had nothing to do with the City. The downstairs can only be used for storage. She was not sure if the Recreation Department sealed their windows and doors but would be interested to know. The Acting City Manager said the Fire Department is 13 feet above the elevation, and if they flood, they would be in bad shape. The wind-driven rain still gets through, even if they replace the doors.

Mayor Brooks was interested in the amphibious duck. The Acting City Manager said he researched a similar vehicle, the MRAP (Mine-Resistant Ambush Protected Vehicle). It looks like it would work, but the water is flowing, and the vehicle travels at 7 miles per hour.

**J. ADJOURNMENT**

Mayor Brooks adjourned the meeting at 7:49 p.m.

ATTEST:

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

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



**MINUTES**  
**BOARD OF COMMISSIONERS**  
**REGULAR WORKSHOP MEETING**  
**MARCH 18, 2026**  
**4:00 P.M.**

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 4:00 p.m. on March 18, 2026, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

**MEMBERS ABSENT:** None.

**MEMBERS PRESENT (NEW COMMISSION):**  
Anne-Marie Brooks, Mayor  
David Tagliarini, Commissioner District 1  
Charles “Chuck” Dillon, Commissioner District 2  
Eddie McGeehen, Commissioner District 3  
Housh Ghovae, Commissioner District 4

**CHARTER OFFICERS PRESENT:** Clint Belk, Acting City Manager  
Clara VanBlargan, City Clerk  
Thomas Trask, City Attorney

**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

**3. PUBLIC COMMENT**

There were no public comments.

**4. REPORTING THE OFFICIAL MARCH 10, 2026 MUNICIPAL ELECTION RESULTS**

**A. Final Official Certificates of Canvassing for March 10, 2026**

City Clerk Clara VanBlargan reported the official results from the March 10, 2026 Municipal Election. She announced that 532 total votes had been cast. For Commissioner District 2, Charles "Chuck" Dillon received 342 votes while incumbent Ray Kerr received 188 votes. For Commissioner District 1, David Tagliarini ran unopposed and was deemed to have voted for himself on election day, securing his position for another two-year term. Mr. Dillon will also serve a two-year term.

The City Clerk thanked all residents who participated in the election, whether by voting in person or by mail ballot.

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

**5. INDUCTION INTO OFFICE – TWO YEAR TERM**

**A. Commissioner District 1 – David Tagliarini**

City Clerk Clara VanBlargan administered the Oath of Office to District 1 Commissioner David Tagliarini.

**B. Commissioner District 2 – Charles “Chuck” Dillon**

City Clerk Clara VanBlargan administered the Oath of Office to District 2 Commissioner Charles “Chuck” Dillon.

The City Clerk invited everyone to a ceremony for Ray Kerr to receive his plaque on May 13th at the BOC Regular Commission Meeting at 6:00 p.m.

**6. ROLL CALL**

City Clerk Clara VanBlargan called the Roll of the new Board of Commissioners.

ROLL CALL:

- Mayor Brooks “YES”
- Commissioner Tagliarini “YES”
- Commissioner Dillon “YES”
- Commissioner McGeehen “YES”
- Commissioner Ghovae “YES”

The City Clerk said the Board will be appointing a Vice Mayor at the April 8th meeting.

**7. BOARD OF COMMISSIONERS**

**A. Tom and Kitty Stuart Park Town Hall Meeting**

The Board of Commissioners discussed holding a Tom and Kitty Stuart Park Town Hall Meeting but decided against it.

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

The consensus of the Board was not to hold a Town Hall Meeting.

## 8. CITY ATTORNEY

### A. Lot Mowing Lien and Special Magistrate Liens – 13225 2nd Street East, Madeira Beach – Case Nos. 14-68, 08.04, 08.24, 08.07 and 09.39 (Simonetta and Discount Properties of Florida LLC)

City Attorney Tom Trask explained the process for handling requests for fine reductions or settlement offers, noting that such offers are brought to the Commission for discussion at work sessions before any action is taken. The City had received a settlement offer from the current property owner for \$2,149.48 to resolve multiple liens on the property.

Attorney Trask detailed the liens, which dated back to previous owners: a lot mowing lien from 2007 for \$325; a Special Magistrate lien for high grass and vegetation in 2008 for \$866.86; another grass and vegetation violation in 2008 for \$547,500; a high grass and vegetation Special Magistrate Order in 2009 for \$2,149.48; and a final Special Magistrate order for high grass and vegetation in late 2009 for \$68,600. The total liens amounted to \$711,924.50, with the understanding that they were cut off in 2011 when staff found photographs showing the property was in compliance at that time. According to the current owner, the liens were undiscovered during several previous title transfers. When the most recent sale occurred, the City conducted research and provided all lien information and total costs to make the City whole. The property owner was understandably not pleased with this information. City staff reviewed the settlement offer of \$2,149.48 and, given that this was a high grass case, were willing to recommend approval of the settlement offer in exchange for release of the lot mowing liens and Special Magistrate lien.

Attorney Trask reminded the Commission that, after discussion, no action would be taken, but it would return to the next regular meeting for their action on the matter.

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

Commissioner Tagliarini inquired how the liens managed to slip through multiple title transfers and whether there was a process in place to prevent this from happening again. Attorney Trask clarified that it was not a matter of the City overlooking anything. The City responds to every request promptly. The title companies that performed previous title searches failed to find the liens, even though they were properly recorded.

Attorney Trask demonstrated that each order in the packet showed the official records book and page numbers where the liens were filed. The issue was not on the City's end but with title companies failing to identify the liens and request payoffs. There was nothing for the City to fix, as it was clearly a title company problem. The City would not know when properties are sold and

would not have enough staff to check each property daily. However, all liens should be recorded at the county courthouse, and title companies should search by the property owner's name. In this case, searching "Ilario Simonetta" would have uncovered all these liens.

Commissioner McGeehan agreed with the City staff's recommendation that the Board accept the settlement of \$2,149.48 in exchange for releasing the lot mowing lien and Special Magistrate lien.

Commissioner Dillon inquired about insurance for title companies and potential recourse if they fail to identify liens. Attorney Trask clarified that the City does not have a legal claim against title companies. That would be a matter for insurance between the property owner and the title insurance provider. The City would enforce its lien against the property owner, who would then seek indemnification from their title company for missing the lien.

Mayor Brooks clarified that the current owner's title company found the lien, which is why they are requesting a reduction. The liens belonged to previous owners, whose title companies missed them during earlier transactions. Attorney Trask confirmed that liens run with the property like mortgages, making them the current owner's responsibility. If liens are not paid, the City could foreclose and sell the property to satisfy the outstanding liens.

Mayor Brooks emphasized the importance of not setting a precedent for reducing liens without clear justification. She wanted to make clear they were willing to reduce this lien because previous title companies missed it, and the current owner had nothing to do with creating the violations.

Commissioner Ghovae agreed with Mayor Brooks' point about not setting precedents for people who are derelict in their responsibilities.

The consensus of the Board was to accept staff's recommendation to reduce the lien.

## **9. CITY MANAGER (ACTING)**

### **A. Gulf Beaches Public Library, Inc. – Audited Financial Statements, September 30, 2025**

Acting City Manager Belk explained the Item. He said they present fairly and in accordance with accounting principles generally accepted in the United States.

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

### **B. City Hall Elevator Replacement**

Acting City Manager Belk provided an informational update on the City Hall elevator replacement project. The City has issued a Request for Proposals (RFP) for elevator replacement, having spent almost \$100,000 in repairs since Hurricane Helene, with most of those costs incurred during the current year.

He explained that the current elevator is an interior elevator rather than an exterior elevator, and instead of continuing to spend \$75,000-\$100,000 annually on repairs, they decided to replace it

entirely. Unfortunately, they received no bids in response to the RFP. Having met the standard requirements for bidding, they were now seeking quotes from individual elevator companies.

The Acting City Manager noted this was informational only and that the item would be returned to the Commission for approval as required.

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

Commissioner Tagliarini asked whether the request would be for an indoor or an exterior elevator, and the Acting City Manager confirmed that it would be an exterior elevator designed for the elements. When asked about current safety, the Acting City Manager explained that the elevator company had done its due diligence, replaced necessary parts, and that the elevator was fully functioning, though he could not confirm its recent certification status.

Commissioner Ghovae asked whether the elevator problems were weather-related. The Acting City Manager confirmed that Hurricane Helene had caused flooding, but the elevator had been having issues shortly after City Hall was built, approximately 1-2 years after construction. They had been applying "Band-Aids" to fix problems, but saltwater intrusion from Helene severely damaged it.

Commissioner Ghovae suggested building a canopy or protective mechanism to prevent future water damage. The Acting City Manager explained that his research with Megan Powers showed that exterior elevators are designed to withstand water intrusion, wind damage, and other environmental factors.

Mayor Brooks expressed appreciation for the update and looked forward to the item returning for action.

## 10. COMMUNITY DEVELOPMENT

### A. Ordinance 2026-03, 555 150<sup>th</sup> Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial

Long Range Planner Andrew Morris provided a status update on the ordinance. They had written a draft version, which was reviewed by City Attorney Trask and is currently being reviewed by Pinellas County for compliance with countywide rules. Once that review is complete, it will return as a workshop item and then proceed through the required public hearing process for zoning changes.

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

Commissioner Ghovae asked whether C-4 zoning designation would allow all intended uses for the property. Mr. Morris confirmed that it was correct, noting that certain municipal uses might require special exception permits, which would go through the normal Special Magistrate process. However, all commercial uses requested by people, particularly marina- and restaurant-related activities, would be permitted uses under C-4 zoning.

Regarding height restrictions, Mr. Morris explained that with the original Planned Development (PD), they had requested additional height beyond what was typical. Since the property is in the Town Center Special Area Plan, the normal height is three stories above base flood elevation, but the PD had requested and received approval for an additional height. He did not have the exact approved height numbers readily available.

Commissioner Ghovae asked whether Euclidean zoning of C-4 would create fewer complications than continuing to modify the PD if they chose to retain it. Mr. Morris confirmed that, under their PD code section, if the PD falls through and the developer does not proceed with building in accordance with the PD requirements and the development agreement, they are supposed to rezone back to the prior zoning category.

Mayor Brooks asked about density differences between the PD and C-4 zoning. Mr. Morris explained that, by right, the temporary lodging density should be 60 units per acre, and the residential density should be 15 units per acre. Still, he would need to verify which PDs the by-right densities applied to. The main benefit of the PD would have been the height allowance.

Mayor Brooks confirmed that this was a formality required by their code to return the property to its previous zoning since the PD currently on it would not be built or used by the City.

Commissioner Ghovae noted that density and intensity are driven by land use rather than zoning.

### **B. Parking Garage Feasibility Study Quotes**

The Acting City Manager explained that at the Board's direction, they had reached out to Kimley-Horn and ADEAS Q for quotes on parking garage feasibility studies, with both companies providing their service quotes.

Community Development Director Marci Forbes explained that they had initially begun conversations with Kimley-Horn when they were not sure if there would be two or three sites for study. After receiving more directions and meeting with ADEAS Q, they received a proposal to study two sites. To make comparable comparisons, she extracted from Kimley-Horn's proposal the cost of studying two sites.

ADEAS Q's cost was approximately \$51,000, while Kimley-Horn's was approximately \$47,000 for the same tasks. Given ongoing work considerations, staff wanted to consider the ADEAS Q proposal despite the slight cost difference, simply to give another engineering firm an opportunity to work on City projects and diversify its continuing service relationships.

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

Commissioner Ghovae raised several concerns about the feasibility study approach. He suggested that, instead of spending \$50,000 on a study, they could offer developers building projects in Madeira Beach incentives to include additional parking spaces at the developers' cost, with the City providing various incentives in exchange. He questioned what they would receive for

\$50,000, asking whether they were just studying how many spaces could fit on the properties or conducting broader research. Forbes Director said they would ask the two firms to evaluate the two sites from a logistical standpoint, identify any difficulties they foresee in constructing them, determine how many spaces they could fit there, and assess the current parking problem. Commissioner Ghovae opposed spending \$50,000 on the study, arguing that if they wanted to build a parking garage, they could simply contact garage manufacturers that routinely design facilities, obtain permits, and maximize parking spaces.

The Acting City Manager reminded the Commission that this approach was at their specific direction to reach out to these firms, and that staff had spent many hours working with both companies on the proposals.

Commissioner Dillon asked for clarification about whether they would receive recommendations for each site and feasibility assessments for both locations. Director Forbes explained they would receive pros and cons for each site, with the City determining which option to pursue based on the analysis provided.

A representative from Kimley-Horn, who was present at the meeting, added that they wanted to provide options to the City. Whether both sites proved feasible or only one emerged as viable, they would analyze what parking would be available, how much parking could be provided, and whether it would solve the City's parking problems. The answer could be that building a parking garage would not be cost-effective given the number of spaces achievable, due to height restrictions and building envelope constraints. She explained they would examine whether getting certain number of parking spaces would be more beneficial than spending millions of dollars, or whether Commissioner Ghovae's suggestion of incentivizing private developers to provide public parking spaces might be more effective.

Commissioner Ghovae noted that each parking space typically costs \$30,000 to construct in parking garages.

Mayor Brooks asked whether the feasibility study would include examining utility relocation costs and access safety for the lots. The Kimley-Horn representative confirmed they would consider available utility information and would definitely examine access and connectivity to streets, including whether traffic signals would be needed. While surveying and in-depth underground utility research would not be included at this stage, they would be next steps for actual garage construction.

Director Forbes added that they would hold a kickoff meeting with the selected firm, allowing the City to define priorities and focus areas for the study. If utility impacts were a primary concern, they could ensure the consultants provided as much information as possible within the study scope.

The Kimley-Horn representative explained they would examine existing zoning codes, allowable uses, setbacks, height limitations, and intensity requirements to determine what could be built within the allowable envelope, how many spaces that would yield, and construction costs.

Mayor Brooks expressed concern about getting sufficient information to determine feasibility, particularly regarding utility relocation costs. She referenced previous City experience with a high-and-dry boat storage study at the marina, where they did not conduct adequate due diligence upfront, only to discover that land restrictions prevented construction and that costs were far beyond the City's capabilities.

She noted they had a basic understanding of per-spot costs and money set aside specifically for a parking garage, knowing it was something they favored and wanted to do. However, understanding the feasibility and costs of utility relocation would be crucial.

Commissioner Dillon viewed the cost differently, noting they were evaluating two properties, which made the cost \$25,000 per property rather than \$50,000 total, which seemed more reasonable for evaluating two completely different sites.

Mayor Brooks pointed out that the study would be funded by the parking fund rather than tax dollars, meaning citizens of Madeira Beach would not pay for it. Tourists who pay to park would fund the study through parking revenues.

Commissioner Ghovae asked about their budget for actually building a parking garage, questioning whether they had \$10 million available for construction. Mayor Brooks confirmed they had not reached that point in planning, but the Commission had been saving money specifically earmarked for parking garage construction. Previous commissions had started this fund by raising parking fees by 50 cents, dedicating that increase to parking garage construction with the expectation that the garage would return on investment to pay for itself through a loan structure.

Commissioner Ghovae questioned why they needed a feasibility study rather than simply engaging a company like Kimley-Horn for design work, noting that design companies routinely conduct due diligence, including locating underground utilities and easements as part of their design process. He suggested providing a budget of \$10 million for 100 parking spaces and asking for feasibility and cost estimates for permitting.

Mayor Brooks explained that when they previously discussed building a parking garage on the Gulf Boulevard property, they were considering 300-600 parking spaces, a substantial number. The question was which lot would be best for a parking garage, with one lot near the bridge and the other being the city-owned lot across from Johns Pass.

Commissioner Ghovae noted that typical parking garages require specific dimensions; approximately 66 feet by 120 feet in width, plus buffers on both sides and runway space. Properties less than 140 by 300 feet cannot accommodate parking garages.

Commissioner McGeehan supported the feasibility study, noting that the parking fund would pay rather than taxpayers. With ADEAS Q charging \$51,468 and Kimley-Horn charging \$47,500 for comparable services, he leaned toward Kimley-Horn since they had already proven their ability to help the City.

Commissioner Tagliarini hoped the discussion would not create further delays, but if the spot Commissioner Ghovae mentioned truly was not large enough for a parking garage, they should determine that definitively, since they had been exploring it for several years. He expressed concerns that John's Pass location could block views for condominium owners who had purchased with views in mind. He suggested considering the triangle where the Veterans of Foreign Wars is located as the only property they do not own in that area, potentially allowing a contractor to bid on mixed-use development with retail and parking. They need to research all options, and if one location is not suitable due to size constraints, they should know that from the start.

Commissioner Tagliarini noted that Kimley-Horn's presentation showed 33 parking garage projects in their portfolio, demonstrating significant experience.

Mayor Brooks liked the staff recommendation to try ADEAS Q, noting they were doing substantial work with Kimley-Horn, and the other company appeared more transportation-oriented. She asked Director Forbes to clarify utility assessment details and whether that could be included in the quoted price or would require additional costs. She presumed they would want to add the triangle property Commissioner Tagliarini mentioned for evaluation, though she personally opposed building on that triangle, but was willing to consider information that might change her mind. Commissioner Tagliarini recalled previous work on that location involving individual tours and setback discussions, with plans for 4-story construction above parking that would maintain current visual impact from a distance while providing retail and parking directly on John's Pass property.

Commissioner Tagliarini clarified that he was suggesting allowing a developer to provide plans for the triangle location, which differed from previous public-private partnership discussions.

Director Forbes indicated she had gathered sufficient information to work with both firms and potentially structure the study so that if initial questions ruled out a property, they could focus efforts on remaining options. She planned to get the proposal refined properly and return it to either the next regular meeting or a workshop session.

## **11. FIRE**

### **A. Approval to Purchase Self-Contained Breathing Apparatus from Municipal Emergency Services (MES) – Piggyback on Lake County Contract 22-730G**

The Acting City Manager explained that this was obviously Fire Department-related, involving the replacement of the current self-contained breathing apparatus, purchased new in 2013, which had reached the end of its life. They were consistently sending multiple air packs out for repairs simultaneously. He had personally applied for the Assistance to Firefighters Grant (AFG) at least three times for this equipment but had not been selected any of those times. They had done budget rollovers for the past two years, trying to secure grant funding, but were unsuccessful. Since this was included in the Capital Budget, they were presenting it for discussion and potential approval at the next meeting.

Mayor Brooks opened to public comment.

Kristy Digiovanni, 601 South Bay Shore, said that she believed firefighters deserved the very best equipment money could buy. She asked about plans to set aside money annually for equipment with known shelf lives, suggesting they should plan ahead, as condominium associations do with reserve funds, rather than face large, unexpected expenses.

Commissioner Tagliarini noted this money had been budgeted year to year, and Chief Belk had done everything possible to obtain grants. Since the Chief had exercised due diligence in seeking grants, they should use the money already set aside for this purpose. He emphasized that after visiting fire operations, they should give firefighters what they need.

Mayor Brooks asked Chief Belk how many water-related calls they had since January 1st. The Chief reported that over the past two years, they had responded to 194 water rescues - the most on any barrier island and representing 25% of all water rescues in Pinellas County.

Mayor Brooks emphasized that, based on thank-you letters from people whose lives were saved by their fire department on the water, she wanted them to have the best possible equipment, regardless of whether they ever needed to use it.

Chief Belk provided details about the \$306,000 purchase, explaining they would receive new air packs, bottles, and masks. They were moving away from voice amplifiers that frequently failed to the state-of-the-art Bluetooth technology. A neighboring fire department using the same system had experienced far fewer issues than with their current equipment. The system also allows Saint Pete Beach to monitor everyone's air consumption rates and locations within buildings through their command vehicle, using this particular air-pack technology.

Chief Belk mentioned that the firefighters who recently saved two jet ski riders had been invited to attend an awards banquet with the governor in Tallahassee later in the year.

## **12. RESPOND TO PUBLIC COMMENTS/QUESTIONS**

There were no questions or comments to respond to.

## **13. JOHN'S PASS DREDGING UPDATE**

This item was added at the meeting.

Public Works Director Megan Wepfer provided a John's Pass dredging update, noting significant misinformation on social media and news media that was not completely accurate. She reported they were within their scheduled timeframe and had removed over 3,000 cubic yards of sand to date.

Surveys were conducted every two weeks by water, with aerial photographs also taken biweekly for monitoring purposes. She acknowledged that sand migrates significantly in John's Pass, typically from north to south, accumulating in the pass based on previous surveys.

Currently, there is more sand in the dredge area than two weeks ago, but this could change with the next survey, depending on weather conditions. A single storm could either blow sand in or out of the area. They were conducting between 9 and 16 truckloads per day, with the same driver creating neat piles at the 555 150<sup>th</sup> Ave. property.

Director Wepfer emphasized that this was a 90-day contract and that they were within that timeframe, contrary to inaccurate information circulating publicly.

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

Commissioner Tagliarini asked about the possibility of extending beyond 90 days. Director Wepfer explained that extending timeframe beyond 90 days would not cost additional money, but removing additional cubic yards beyond the approved 12,900 would require more funding. If additional cubic yards were needed, they would bring that decision before the Commission. She clarified that, so far, the project had been funded by grant funds, not public money. If additional cubic yards were required, the City would need to pay, and since it was on private property, that decision would be for the Commission to make.

Commissioner Dillon asked about calculations for space at the 555 150<sup>th</sup> Ave. property for sand disposal. Director Wepfer confirmed they had conducted calculations and that there was adequate space, with the piles looking substantial and well-organized.

Commissioner Ghovae asked whether they were battling Mother Nature in a fight they could not win. Director Wepfer confirmed they were indeed battling Mother Nature, which they could not defeat.

Commissioner Ghovae noted the potential for endless change orders as Mother Nature continued providing more sand, but Director Wepfer emphasized they were not currently requesting additional money, just providing an update that sand accumulation and removal meant there might be more cubic yards needed within the dredge area limits by project completion. She confirmed there were no current change orders.

**14. ADJOURNMENT**

Mayor Brooks adjourned the meeting at 5:23 p.m.

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

ATTEST:

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



**MINUTES**

**BOARD OF COMMISSIONERS  
SPECIAL MEETING  
MARCH 27, 2026  
1:00 P.M.**

The City of Madeira Beach Board of Commissioners held a special meeting at 1:00 p.m. on March 27, 2026, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

**MEMBERS PRESENT:** Anne-Marie Brooks, Mayor  
David Tagliarini Commissioner District 1  
Charles “Chuck” Dillon, Commissioner District 2  
Eddie McGeehen, Commissioner District 3  
Housh Ghovae, Commissioner District 4

**MEMBERS ABSENT:** None.

**CHARTER OFFICERS PRESENT:** Clint Belk, Acting City Manager  
Clara VanBlargan, City Clerk

**1. CALL TO ORDER**

Mayor Brooks called the meeting to order at 1:00 p.m.

**2. ROLL CALL**

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

**3. PUBLIC COMMENT**

Greg Chassin, 14080 W. Parsley Drive, Madeira Beach, on behalf of Killius and Chassin Development, LLC, read a letter from Joseph Petraglia in Community Development before purchasing the property located at 14140 East Parsley Drive, confirming that no foreseen challenges with redevelopment were anticipated. They could demolish the existing structure and construct a new duplex, provided they complied with the setbacks. Based on that information, they purchased the property on February 4, 2026, for \$276,000. After closing on the property, they were notified by the Building Department that a duplex would not be permitted because a prior owner allegedly had not maintained a business tax license, something they had no knowledge of and no ability to control. He said they were seeking a reasonable solution.

**4. CITY MANAGER CANDIDATE PRESENTATIONS**

- A. Stanley Hawthorne
- B. Michael Helfrich
- C. Adrian Jones (withdrew application)
- D. Lynne Ladner
- E. Debbie Manns
- F. Timothy Owens
- G. Raymond Palmer (withdrew application)

Adrian Jones and Raymond Palmer had withdrawn their applications.

Mayor Brooks said they will hold all public comments until the city manager candidate presentations are complete.

Renee Narloch, with Narloch & Associates, said the one-on-one candidate interviews were held yesterday with each commission member, and a meet-and-greet with the candidates was held last night. Each candidate will be allotted about 15 minutes to make their case for why they are the candidate for the City’s city manager. There will be an additional five minutes for the Commission to thank each candidate and express appreciation for their participation, followed by public comment.

The following five city manager candidates presented and responded to questions and comments by the Commission:

- A. Stanley Hawthorne
- B. Michael Helfrich
- C. Lynne Ladner
- D. Debbie Manns
- E. Timothy Owens

Lynne Ladner and Timothy Owens presented using a PowerPoint.

Mayor Brooks opened to public comment. She asked that they speak on the positive. The negative will speak for themselves by not speaking.

Tim Johnson, owner of Waterfront Realty in Madeira Beach, commented in favor of Michael Helfrich being a potential candidate for city manager.

Sam Perone, 15208 Gulf Blvd., commented in favor of Michael Helfrich and Debbie Manns being potential candidates for city manager.

Mayor Brooks called a recess at 3:04 p.m. and reconvened the meeting at 3:15 p.m.

**5. SELECTING FINALIST(S) FOR THE CITY MANAGER POSITION**

Ms. Narloch guided the Commission through the selection process, explaining that Commissioners would rank candidates with 1 being the top pick. She emphasized this was a working document

and rankings could change through discussion. The goal was to achieve a 5-0 vote in support of a candidate to move to the negotiation phase. If the Commission feels strongly about the second candidate and all agree, they could automatically move to the second candidate if they cannot reach an agreement with the number one candidate. If they only want to work with the first candidate, that is fine.

Mayor Brooks asked if they needed to rank all five or just the top three. Ms. Narloch said it was okay to only rank their top three. If they do not have three, they could list their top two. If the top two candidates are neck and neck, there needs to be more discussion. She will give them both 1.5 points, ranking them equally.

When Ms. Narloch was collecting the ballots from each Commission member, the City Clerk asked Ms. Narloch to read each Commission member's selection into the record and identify which member made each selection, so the public would know. They would need a motion and a roll call vote on the final candidate. Ms. Narloch collected the ballots, tallied the selections using her rating scoring system, and announced that the same two candidates were the top choices: Michael Helfrich with 8 points, and Debbie Manns with 7 points.

The Commission engaged in extensive discussion about both candidates. Commissioner Dillon, going first, noted both were excellent candidates and acknowledged the difficulty of choosing, especially as a new commissioner seeking guidance on decision-making.

Commissioner Ghovae emphasized the importance of experience, stating that Debbie had 12 years as city manager in New Port Richey, with a proven record and professionalism. While acknowledging Mike's expertise in public works and utilities. He preferred someone who could "hit the ground running," though he rated Mike 0.999 compared to Debbie's 1.0.

Commissioner McGeehan highlighted the respect for Mike among employees and his emphasis on key performance indicators. He noted the Board's cohesiveness in selecting the same top two candidates and referenced his own learning curve as a new commissioner three years ago. He emphasized Mike's knowledge and potential for long-term commitment, noting his close ties to Madeira Beach.

Commissioner Tagliarini expressed excitement and expressed support for both candidates. He appreciated Mike's local connections, engineering and construction experience, and municipal public works background. He specifically asked candidates how they would interact with the current public works director, given that they are a public works director themselves and that the City outsources its recycling while managing sanitation in-house. Mike believed outsourcing was better for sanitation but would do whatever the Board wanted. Commissioner Tagliarini said he would not judge the decision. There are many good reasons to outsource it. Debbie Manns had mentioned there are pros and cons to outsourcing and keeping services in-house, and she would support either option. He praised Debbie's 12-year record as a city manager and testimonials from friends about New Port Richey's downtown growth credited to her leadership. He highlighted her active grant-writing skills, hotel renovation accomplishments, sidewalk grant successes, and the story of the Kaiser University acquisition. He noted that both candidates are decisive but valued

Debbie's proven city management experience and her relevance to the city's new property development needs.

Mayor Brooks detailed her initial opposition to considering non-city manager candidates and explained how her opinion changed during the interviews. She emphasized Mike's engineering background as valuable for working alongside departments that need that knowledge, and his potential to be both a supporter and a boss. She shared specific interview responses, including Mike's management approach of listening extensively to understand and evaluate staff, determine successes and issues, and improve performance. She noted that both candidates came very well prepared, having watched the meetings and referenced specific discussions.

Mayor Brooks quoted Mike saying, "underperformance is often not having clear direction," and that "bad morale and bad performance are often based on not having clear direction." She appreciated his quick recognition of shortcomings and his willingness to admit them, even while knowing what he would do differently. She mentioned receiving phone calls from residents supporting Mike and being surprised by the large turnout at the previous night's mixer, including the attendance of city staff. She observed all candidates mingling with attendees and tried to eavesdrop on conversations.

Mayor Brooks added that she asked candidates how they deal with aggressive residents, noting Mike's emphasis on listening without speaking much, letting residents talk, and not getting frustrated because it is situational, not personal. She valued his understanding of listening and finding resolution through compromise. She emphasized Mike's unique understanding from losing everything in the hurricane, creating another layer of what he could bring to dealing with residents and understanding their situations. She concluded that while both would be great, Mike really had the opportunity to shine in the City.

Following the discussion, Ms. Narloch said they needed an agreement on a number one candidate. She asked each Commission member to write down their top candidate choice. While collecting the ballots, the City Clerk asked Ms. Narloch to read the final selections into the record and identify which Commission member made each selection so the public would know. They would need a motion and a roll call vote on the final candidate. Ms. Narloch collected the ballots and announced that there were 4 votes for Michael Helfrich and 1 vote for Debbie Manns. She congratulated the Commission on a decision.

Ms. Narloch asked the Commission whether they were interested in moving forward with a second candidate if they were unable to reach an agreement with the first candidate. The Commission said yes.

Mayor Brooks said they needed a motion and a vote.

Commissioner McGeehen moved to hire Michael Helfrich as the new city manager. Commissioner Dillon seconded the motion.

ROLL CALL:

Commissioner McGeehen	“YES”
Commissioner Dillon	“YES”
Commissioner Tagliarini	“YES”
Commissioner Ghovae	“YES”
Mayor Brooks	“YES”

The motion carried 5-0.

Ms. Narloch said she needed a point person to negotiate. The Mayor said if the Commission is okay, she will be that person

Commissioner Tagliarini moved to appoint Mayor Brooks to serve as the point person for negotiations. Commissioner Ghovae seconded the motion.

ROLL CALL:

Commissioner Tagliarini	“YES”
Commissioner Ghovae	“YES”
Commissioner Dillon	“YES”
Commissioner McGeehen	“YES”
Mayor Brooks	“YES”

The motion carried 5-0.

Ms. Narloch then detailed negotiation terms. She explained five basic negotiable items: salary, car allowance, severance, paid time off, and relocation. Severance was limited by state law to a maximum of 20 weeks for "without cause" termination. Paid time off typically included banked PTO (2-3 weeks upon starting) plus higher executive-level accrual rates. Regarding relocation, since Helfrich lived locally, this was less relevant, though some transitional allowance might be considered. She shared market data from 16 Pinellas County cities showing salary ranges of \$190,000-\$200,000, with indefinite contract terms or two- or three-year terms with an option to renew, and annual performance reviews.

Ms. Narloch said Mr. Helfrich's preliminary request included a salary of \$195,000-\$205,000, a car allowance of \$600-\$750 per month, 20 weeks' severance, 5 weeks' annual vacation accrual, and a possible transition allowance.

The Commissioners debated the starting salary extensively. Commissioner Ghovae advocated starting at \$170,000, arguing Mr. Helfrich was essentially a "manager trainee" who would become more experienced over 2-3 years. Commissioner McGeehan supported this with performance-based increases. Commissioner Dillon suggested \$180,000, acknowledging the lack of relocation costs, with 90-day and 6-month reviews. Commissioner Tagliarini preferred at least matching the Acting City Manager's \$200,000 salary, emphasizing paying for qualifications rather than potential future raises.

Mayor Brooks supported the \$175,000 - \$200,000 range with performance reviews, noting the importance of being competitive rather than cheap, as had been done previously. Final consensus reached on a \$180,000 starting salary, with 3- and 6-month performance reviews, and some flexibility for negotiations if Mr. Helfrich declines certain benefits, such as insurance. Regarding car allowance, commissioners preferred clarity on usage versus city vehicles to avoid previous issues in which residents saw both car allowance payments and city vehicle usage.

The Acting City Manager assured the Commission that failure was not an option and that all departments would provide a warm handoff to help Michael Helfrich come up to speed faster than expected.

Ms. Narloch explained her remaining work would take 7-10 days to do the references and background checks, with comprehensive reference comments provided. She noted that everything discussed was contingent on clearing all background requirements and any city onboarding procedures.

**6. RESPOND TO PUBLIC COMMENT/QUESTIONS**

Mayor Brooks addressed the earlier public comment from Greg Chassin regarding his property development issue, stating that she would work with the city manager and community development to investigate the matter and bring it back to a Commission meeting for clarity.

**7. ADJOURNMENT**

Mayor Brooks adjourned the meeting at 4:45 p.m.

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

ATTEST:

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

1st ~~place~~  
Selection

Renee - Consultant

HG	Marg	Jay	McGhee	Dillon
DM	MH	DM	MH	DM 1.5
2MH	DM	2MH	2DM	MH 1.5
		3SH	3TD	

Debra - 1.0, 1.5, 1.0, 2.0, 1.5 = 7.0\*

Michael - 2.0, 1.5, 2.0, 1.0, 1.5 = 8.0

Search 3/27/26 (\*lower # is better)

P.T.

- 1 Debbie Manns
- 2 Michael Helfrich
- 3 Stanley Hawthorne

A.B.

Helfrich <sup>ra</sup> (1.5)  
 Manns <sup>ra</sup> (1.5)

(1.5)ra (1.5)ra  
 Debbie & Mike

Paul M

<sup>JG</sup>  
 MICHAEL  
 HELFRICH

(2)

<sup>JG</sup>  
 (1) ~~(2)~~ Debbie  
 MANN

*2/2/11*

City of Madeira Beach, FL  
City Manager  
Ranking Sheet

*Presentation to the Board*  
~~One-on-Ones with Board Members~~

(Column 1) Candidate Name	(Column 2)	(Column 3)	(Column 4)	(Column 5)	Rank
<i>Stanley</i>	<i>Mike</i>	<i>Mike</i>	<i>Mike</i>	<del><i>Mike</i></del>	<i>Mike</i>
	<i>Stanley</i>	<i>Stanley</i>	<i>Debbie</i>	<i>Dab</i>	<i>2</i>
		<i>Lynne</i>	<i>Stanley</i>	<del><i>Mike</i></del>	<del><i>1</i></del> <i>1</i>
			<i>Lynne</i>	<i>Stanley</i>	<i>4</i>
				<i>Lynne</i>	<i>5</i>

Instructions For Ranking Sheet

You will place the name of the first candidate you interview (Candidate #1) in the far left, single box. After interviewing Candidate #2, you will move right to Column #2 where you will place your preferred candidate, of the two you just interviewed, in the top box of Column 2 and the other candidate in the second box. Repeat after each interview. When you finish, the last column will show your ranking of all candidates.

2<sup>nd</sup> Selection

MICHAEL  
HELFRICH  
WJH

M.  
Michael Helfrich

D. MANN  
H.G.

"Mike"  
Chuck D

A.B.  
Helfrich



# MEMORANDUM

**TO:** Hon. Mayor and Board of Commissioners  
**THROUGH:** Clint Belk, Acting City Manager  
**FROM:** John Mortellite, Acting Fire Chief  
**DATE:** April 8, 2026  
**RE:** Approval of purchase of Self Contained Breathing Apparatus

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## **Background**

The Madeira Beach Fire Department must replace the 2013 Self Contained Breathing Apparatus (SCBA) units and associated accessories due to age and compliance requirements. The Deputy Chief and Operations Officer evaluated several SCBA brands currently available on the market, comparing features, performance, and cost. Based on this evaluation, the SCOTT Air-Pack and related accessories were determined to be the best fit for the department’s operational needs.

Municipal Emergency Services (MES) is a local vendor that the department has used for previous fire equipment purchases. MES also honors pricing available through the Lake County Contract 22-730G, allowing the City to utilize a piggyback purchasing option that provides significant cost savings.

For several years, including the most recent grant cycle, staff applied for the Assistance to Firefighters Grant (AFG) to help offset the cost of replacing the SCBA equipment. Unfortunately, the department has not been awarded funding through this program.

## **Fiscal Impact**

The replacement of SCBA air packs, accessories, and additional equipment has been budgeted in the FY26 Capital Equipment budget. Using the piggyback contract through Lake County Contract 22-730G, the total cost for full replacement is \$306,831.81.

## **Recommendation**

Staff recommends approval to piggyback on Lake County Contract 22-730G to purchase SCBA air packs, accessories, and additional equipment from Municipal Emergency Services (MES) to replace the department’s 2013 units due to age and compliance regulations.

**Attachment(s):** MES Quote





(877) 637-3473

# Quote

Item 11A.

**Quote #** QT2038499  
**Date** 02/23/2026  
**Expires** 03/13/2026  
**Sales Rep** Bessler, Alex G  
**Shipping Method** MES Delivery  
**Customer** Madeira Beach Fire Department (FL)  
**Customer #** C55211

**Bill To**

Lt. Childers  
 Madeira Beach Fire Department  
 300 Municipal Drive  
 Madeira Beach FL 33708  
 United States

**Ship To**

Madeira Beach Fire Department  
 250 Municipal Drive  
 Madeira Beach FL 33708  
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X5914026305A04			3M™ Scott™ Air-Pak™ X3 Pro SCBA with Snap-Change X5914026305A04, 4.5, E-Z Flo C5, QD Hose, UEBSS, SEMS II, 2 ea	20	\$8,130.61	\$162,612.20
X5914026305A03			3M™ Scott™ Air-Pak™ X3 Pro SCBA with Snap-Change X5914026305A03, 4.5, E-Z Flo C5, QD Hose, UEBSS, SEMS II	1	\$8,130.61	\$8,130.61
200129-BCXXXX			3M™ Scott™ Custom Cyl&Valve Assy 200129-BCXXXX, SC, 4.5, 45 Min, Std Paper, 1 ea/Case CUSTOM LOGO CLYINDERS	42	\$1,538.82	\$64,630.44
FP1M40002M00010			3M™ Scott™ Vision C5 Facepiece w/Radio Direct Interface FP1M40002M00010, Gen 2, Motorola®, BCH, 4-Strap, Kev, Medium Sizes S, M, L	27	\$1,584.18	\$42,772.86
Solid Color Shield-Black			Solid Color Shield	27	\$40.00	\$1,080.00
CF5V2DDB			Vision C5 Charger (qty 2), Double Mounting Bracket, High-Power Supply (AC) Each charger will hold 4 batteries for a total of 8	2	\$817.47	\$1,634.94
201650-05			E-Z Flo C5, Quick Connect Hose, Rectus	6	\$1,936.15	\$11,616.90
201612-01			CHEST STRAP ASSY, LOWER, X3	5	\$84.04	\$420.20
201673-02			RIT-Pack III,E-Z Flo C5 Regulator, Rectus	2	\$913.20	\$1,826.40
78-8151-6649-7			3M™ Scott™ Vision C5 Facepiece 78-8151-6649-7, Gen 2, RIT-Pak III and RIT-Pak Fast Attack	2	\$356.01	\$712.02
31003989			QD, MALE, CHECKED, UEBSS Rectus fitting, male	2	\$229.81	\$459.62
31003990			QD, FEMALE, CHECKED, UEBSS Rectus fitting, female	2	\$229.81	\$459.62
31004104			ADAPTER,AIRLINE UEBSS Manifold adapter for Rectus fittings	4	\$11.96	\$47.84
10008912			PACKING, PREFORMED O-ring for manifold adapter	4	\$2.33	\$9.32
31003994			DUST CAP, 2 PORT, UEBSS	2	\$31.38	\$62.76
Gaugeline or Hose Repair			SCBA Gaugeline or Hose Repair RIT bag labor	2	\$85.00	\$170.00
SCBA Flow Test			SCBA Flow Test RIT bag flow test after upgrade	2	\$55.00	\$110.00
804723-01			(HM) CYL&VLV CARBON 60 RIT cylinder	2	\$1,627.96	\$3,255.92
FQ-AAAX			Seek FirePRO 300 Thermal Imager	4	\$1,299.00	\$5,196.00
RT4-4505			Fire Pro 300 - Aluminum Carabiner Mount	4	\$31.04	\$124.16



QT2038499



# Quote

Item 11A.

Quote #  
Date

QT2038499  
02/23/2026

(877) 637-3473

PRICING PER LAKE COUNTY CONTRACT 22-730G

Contact: C55211 Madeira Beach Fire Department (FL) : George Hill

<b>Subtotal</b>	\$305,331.81
<b>Shipping Cost</b>	\$1,500.00
<b>Tax Total</b>	\$0.00
<b>Total</b>	\$306,831.81

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT2038499

Part number	Lake County Manufacturer	List Price	Lake County Discount	Lake County Price	Madeira Beach Price
X5914026305A04	Scott Safety - SCBA, cylinders, masks	\$13,524.54	7%	\$12,577.82	\$8,130.61
X5914026305A03	Scott Safety - SCBA, cylinders, masks	\$13,524.54	7%	\$12,577.82	\$8,130.61
200129-BCXXXX	Scott Safety - SCBA, cylinders, masks	\$2,357.75	7%	\$2,192.71	\$1,538.82
FP1M40002M00010	Scott Safety - SCBA, cylinders, masks	\$2,427.26	7%	\$2,257.35	\$1,584.18
Solid Color Shield-Black	BA Shields	\$40.00	List	\$40.00	\$40.00
CF5V2DDB	Scott Safety - SCBA, cylinders, masks	\$1,117.62	7%	\$1,039.39	\$817.47
201650-05	Scott Safety - SCBA, cylinders, masks	\$2,647.04	7%	\$2,461.75	\$1,936.15
201612-01	Scott Safety - SCBA, cylinders, masks	\$114.89	7%	\$106.85	\$84.04
201673-02	Scott Safety - SCBA, cylinders, masks	\$1,248.50	7%	\$1,161.11	\$913.20
78-8151-6649-7	Scott Safety - SCBA, cylinders, masks	\$468.65	7%	\$435.85	\$356.01
31003989	Scott Safety - SCBA, cylinders, masks	\$314.18	7%	\$292.19	\$229.81
31003990	Scott Safety - SCBA, cylinders, masks	\$314.18	7%	\$292.19	\$229.81
31004104	Scott Safety - SCBA, cylinders, masks	\$16.35	7%	\$15.21	\$11.96
10008912	Scott Safety - SCBA, cylinders, masks	\$3.18	7%	\$2.96	\$2.33
31003994	Scott Safety - SCBA, cylinders, masks	\$42.90	7%	\$39.90	\$31.38
	Scott Safety non warranty repairs - labor				
LC-Gaugeline or Hose Repair	rate per hour	N/A	N/A	\$100/hour	\$85/hour
SCBA Flow Test Task	SCBA flow testing	N/A	N/A	\$55.00	\$55.00
804723-01	Scott Safety - SCBA, cylinders, masks	\$2,494.33	7%	\$2,319.73	\$1,627.96
FQ-AAAX	Seek Thermal	\$1,399.00	5%	\$1,329.05	\$1,299.00
RT4-4505	Hammerhead (Gear Keeper)	\$36.99	15%	\$31.44	\$31.04

Part number	Lake County Manufacturer	List Price
X5914026305A04	Scott Safety - SCBA, cylinders, masks	\$13,524.54
X5914026305A03	Scott Safety - SCBA, cylinders, masks	\$13,524.54
200129-BCXXXX	Scott Safety - SCBA, cylinders, masks	\$2,357.75
FP1M40002M00010	Scott Safety - SCBA, cylinders, masks	\$2,427.26
Solid Color Shield-Black	BA Shields	\$40.00
CF5V2DDB	Scott Safety - SCBA, cylinders, masks	\$1,117.62
201650-05	Scott Safety - SCBA, cylinders, masks	\$2,647.04
201612-01	Scott Safety - SCBA, cylinders, masks	\$114.89
201673-02	Scott Safety - SCBA, cylinders, masks	\$1,248.50
78-8151-6649-7	Scott Safety - SCBA, cylinders, masks	\$468.65
31003989	Scott Safety - SCBA, cylinders, masks	\$314.18
31003990	Scott Safety - SCBA, cylinders, masks	\$314.18
31004104	Scott Safety - SCBA, cylinders, masks	\$16.35
10008912	Scott Safety - SCBA, cylinders, masks	\$3.18
31003994	Scott Safety - SCBA, cylinders, masks	\$42.90
LC-Gaugeline or Hose Repair	Scott Safety non warranty repairs - labor rate per hour	N/A
SCBA Flow Test Task	SCBA flow testing	N/A
804723-01	Scott Safety - SCBA, cylinders, masks	\$2,494.33
FQ-AAAX	Seek Thermal	\$1,399.00
RT4-4505	Hammerhead (Gear Keeper)	\$36.99

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Lake County Discount	Lake County Price	Madeira Beach Price
7%	\$12,577.82	\$8,130.61
7%	\$12,577.82	\$8,130.61
7%	\$2,192.71	\$1,538.82
7%	\$2,257.35	\$1,584.18
List	\$40.00	\$40.00
7%	\$1,039.39	\$817.47
7%	\$2,461.75	\$1,936.15
7%	\$106.85	\$84.04
7%	\$1,161.11	\$913.20
7%	\$435.85	\$356.01
7%	\$292.19	\$229.81
7%	\$292.19	\$229.81
7%	\$15.21	\$11.96
7%	\$2.96	\$2.33
7%	\$39.90	\$31.38
N/A	\$100/hour	\$85/hour
N/A	\$55.00	\$55.00
7%	\$2,319.73	\$1,627.96
5%	\$1,329.05	\$1,299.00
15%	\$31.44	\$31.04

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**MODIFICATION OF CONTRACT**

Modification Number: Six (6) Effective Date: 10/21/2025	Contract Number: 22-730G Title: Fire Equipment, Supply, & Services Effective Date: 08/01/2022
<p align="center"><b>OFFICE OF PROCUREMENT SERVICES</b></p> Contracting Officer: Melanie Pompos E-mail: <a href="mailto:Melanie.pompos@lakecountyfl.gov">Melanie.pompos@lakecountyfl.gov</a> Telephone Number: 352-343-9423	<p align="center"><b>CONTRACTOR</b></p> Name: MES Service Company, LLC Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: Jamie Robinson
<p><b>INSTRUCTIONS:</b> Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.</p>	
<p><b>DESCRIPTION OF MODIFICATION:</b> Contract modification to add the highlighted manufactures and services per the attached pricing sheets.</p>	
<p align="center"><b>CONTRACTOR SIGNATURE BLOCK</b></p> Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>10/22/2025</u> E-mail: <u>jamie.robinson@meslifesafety.com</u> Secondary E-mail: _____	<p align="center"><b>LAKE COUNTY SIGNATURE BLOCK</b></p> Signature: _____ Digitally signed Print Name: <u>Melanie Pompos</u> by Melanie Title: _____ Date: <u>Pompos</u> Date: <u>2025.10.22</u> 14:03:20 -04'00'
<p><b>Distribution:</b>                  Original – Bid File                  Copy – Contractor                  Contracting Officer</p>	



**MODIFICATION OF CONTRACT**

<p>Modification Number: Five (5) Effective Date: 2/11/2025</p>	<p>Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022</p>
<p>Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765</p>	<p>Contractor Name and Address: Name: MES Service Company, LLC Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com</p>
<p>Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p><b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p><b>DESCRIPTION OF MODIFICATION:</b> Contract modification of reassignment from Municipal Emergency Services, Inc. to MES Service Company, LLC per the attached.</p>	
<p><b>CONTRACTOR SIGNATURE BLOCK</b> Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>03/26/2025</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____</p>	<p><b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: _____ Print Name: <b>Gretchen Bechtel, Contracting Officer II</b> Title: _____ Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.03.26 14:29:45 -04'00'</p>
<p>Distribution: Original – Bid File Copy – Contractor Contracting Officer</p>	



**MODIFICATION OF CONTRACT**

<p>Modification Number: Four (4) Effective Date: 2/14/2025</p>	<p>Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022</p>
<p>Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtels@lakecountyfl.gov Telephone Number: 352-343-9765</p>	<p>Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com</p>
<p>Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p><b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p><b>DESCRIPTION OF MODIFICATION:</b> Contract modification for price redetermination per the attached and to renew the agreement for two annual terms to expire 07/31/2027 or until new contract is awarded.</p>	
<p><b>CONTRACTOR SIGNATURE BLOCK</b> Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>2/14/2025</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____</p>	<p><b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: _____ Print Name: <b>Gretchen Bechtel,</b> Title: <b>Contracting Officer II</b> Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.02.14 08:47:28 -05'00'</p>
<p>Distribution: Original – Bid File Copy – Contractor Contracting Officer</p>	





**MODIFICATION OF CONTRACT**

<p>Modification Number: Three (3) Effective Date: 9/14/2023</p>	<p>Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022</p>
<p>Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765</p>	<p>Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com</p>
<p>Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p><b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p><b>DESCRIPTION OF MODIFICATION:</b> Contract modification to ADD additional manufacturers and services per the attached pricing sheets.</p>	
<p><b>CONTRACTOR SIGNATURE BLOCK</b> Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>9/18/2023</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____</p>	<p><b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: _____ Print Name: <b>Gretchen Bechtel,</b> Title: <b>Contracting Officer II</b> Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.09.18 08:42:16 -04'00'</p>
<p>Distribution: Original – Bid File Copy – Contractor Contracting Officer</p>	



**MODIFICATION OF CONTRACT**

<p>Modification Number: Two (2) Effective Date: 8/1/2023</p>	<p>Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022</p>
<p>Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765</p>	<p>Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com</p>
<p>Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p><b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p><b>DESCRIPTION OF MODIFICATION:</b> Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.</p>	
<p><b>CONTRACTOR SIGNATURE BLOCK</b> Signature:  Print Name: Ward Petrie Title: SVP Finance Date: 4/10/23 E-mail: wpetrie@mesfire.com Secondary E-mail:</p>	<p><b>LAKE COUNTY SIGNATURE BLOCK</b> Signature:  Print Name: Gretchen Bechtel, Title: Contracting Officer II Date: 2023.04.11 07:59:40 -04'00'</p>
<p>Distribution: ● Original – Bid File Copy – Contractor Contracting Officer</p>	



**MODIFICATION OF CONTRACT**

<p>Modification Number: One (1) Effective Date: 9/13/2022</p>	<p>Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022</p>
<p>Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtelt@lakecountyfl.gov Telephone Number: 352-343-9765</p>	<p>Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com</p>
<p>Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p><b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p><b>DESCRIPTION OF MODIFICATION:</b> Contract modification to add the highlighted manufacturers and pricing per the attached.</p>	
<p><b>CONTRACTOR SIGNATURE BLOCK</b> Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>9/13/22</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____</p>	<p><b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: _____ Print Name: <u>Gretchen Bechtel, CPPB,</u> Title: <u>Contracting Officer II</u> Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 08:19:49 -04'00'</p>
<p>Distribution: Original – Bid File Copy – Contractor Contracting Officer</p>	

Item 11A.

<i>Municipal Emergency Services</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.mesfire.com		
	SHOP LOCATION		
2a	9843 18th Street N, Suite 150A, St. Petersburg, FL 33716		
2b	Jamie Robinson		
2c	Labor for Equipment Repair (not under warranty)		per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$0.00	per call

**The following information is required for price redetermination consideration.**

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

**LIST MANUFACTURER SUPPORTED.**

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Hurst ED/EWXT/E3 service - per tool	\$265.00	Yes
	Hurst High Pressure service - per tool	\$155.00	Yes
	Hurst Low Pressure service - per tool	\$155.00	Yes
	Hurst High Pressure pump service - per pump	\$555.00	Yes
	Hurst Low Pressure pump service - per pump	\$555.00	Yes
	Hurst extension hose - flush	\$140.00	Yes
	Hurst extension hose - visual inspection	\$60.00	Yes
	Hurst cord reel - flush	\$225.00	Yes
	Hurst cord reel - visual inspection	\$75.00	Yes
	Hurst non warranty repairs - labor rate per hour	\$160.00	Yes
	Lift bag set inspection (1 regulator, 1 controller, hoses)	\$125.00	Yes
	Lift bag service per bag (visual inspection, hydrostatic)	\$75.00	Yes
	Compressor service per hour	\$110.00	Yes



<i>Municipal Emergency Services</i>				
<b>SAVE AND SUBMIT AS AN EXCEL FILE</b>				
<b>FIRM'S WEBSITE:</b>		<a href="http://www.mesfire.com">www.mesfire.com</a>		
9843 18th Street N, Suite 150A, St. Petersburg, FL 33716 <b>Warehouse Location(s):</b> AZ, CA, CO, CT, FL, IL, IN, MD, MI, NC, NE, NJ, NM, NY, OH, PA, TX, VA, WA				
<b>Contact Information For Emergency/Disaster Services (24/7)</b>				
		<b>Name:</b> Jamie Robinson		
		<b>Email:</b> <a href="mailto:jrobinson@mesfire.com">jrobinson@mesfire.com</a>		
		<b>Emergency Phone:</b> 727-686-0020		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
343 Fire	List		No	
3M Company	15%		No	
5.11	10%		No	
Able 2 Sho Me	10%		No	
Action	25%		No	
Aervoe	List		No	
AH Stock	10%		No	
Ajax	5%		No	
Akron Brass	20%		No	
Alcolite (Sam Carbis)	10%		No	

Amerex	List		No	
American Firewear	15%		No	
Anchor Industries	10%		No	
Anchor Uniform	5%		No	
Angus	20%		No	
Ansul Foam	15%		No	
Armor Express	Per NASPO		No	
Avon Manufacturing	5%		No	
B&B Enterprises	15%		No	
BA Shields	List		No	
Bates (Wolverine)	10%		No	
Bayco/NightStick	10%		No	
Bayly Hat Company	List		No	
Black Diamond	15%		No	
Blackinton	10%		No	
Blauer	List		No	
Boston Leather	20%		No	
Bridgehill	List		No	
Bullard - helmets	20%		No	
Bullard - other	10%		No	
C.W. Nielsen	5%		No	
CET Pumps	15%		No	
Chemguard	10%		No	
Circul Air	List		No	
CMC Rescue	3%		No	
Code 3	20%		No	
Collins Dynamics (Rom Corp)	22%		No	
Condor Outdoor	5%		No	
Council Tools	20%		No	
Courtland Boot Jack	List		No	
Crew Boss	5%		No	
Damascus	5%		No	
Danner/LaCrosse	5%		No	
Decon Systems (Saunaray)	List		No	

Dicke Tool	15%		No	
Dixie EMS/Everready	List		No	
Dragonfire (J Scott Solutions)	20%		No	
DuPont	5%		No	
Dutyman	5%		No	
Eastern Fire Equipment Services	5%		No	
Edison	20%		No	
Edwards & Cromwell	10%		No	
Edwards Garment Company	5%		No	
Edwards MFG	10%		No	
Elbeco	5%		No	
Elkhart Brass	20%		No	
Energizer	List		No	
Ergodyne	20%		No	
ESS	20%		No	
Euramco	15%		No	
EVAC Systems	5%		No	
Fechheimer/Flying Cross	5%		No	
Federal Signal Corp	20%		No	
Fire Hooks Unlimited	List		No	
Fire Innovations	10%		No	
Fire Research (FRC)	15%		No	
Fire Soaps	5%		No	
Fire Wipes	5%		No	
Firecom	5%		No	
Firecraft - gloves	10%		No	
Firecraft - Sensit	5%		No	
Fire-Dex	10%		No	
First Tactical	10%		No	
Flamefighter	20%		No	
Fol-Da-Tank	20%		No	
Foxfire	10%		No	
FoxFury	10%		No	
Fresh Gear	5%		No	

Froggy's Fog	List		No	
Flir	List		No	
FSI North America	List		No	
Galvion	List		No	
Game Sportswear	List		No	
Gemtor	20%		No	
Gerber	List		No	
GH Armor	Per NASPO		No	
Glassmaster Wehr	15%		No	
Grace Industries	List		No	
Gripflex Corporation	List		No	
Groves/Ready Rack	List		No	
Gould & Goodrich	List		No	
Haix	List		No	
Hale Fire Pumps	List		No	
Hammerhead (Gear Keeper)	15%		No	
Hannay Reels	10%		No	
Harrington	25%		No	
Hebert	List		No	
HEN Nozzles	List		No	
Hero Wipes	5%		No	
Hero's Pride	5%		No	
HexArmor	15%		No	
Homeland 6 (H6 Tactical)	10%		No	
Honeywell - boots	10%		No	
Honeywell - helmets & parts	10%		No	
Honeywell Analytics	List		No	
Honeywell/Morning Pride - PPE	10%		No	
Hope Uniform Company	List		No	
Hot Shields	5%		No	
Hotstick	List		No	
Humat	List		No	
Hurst	5%		No	
Husky	25%		No	

Hydra Shield	12%		No	
Industrial Scientific - accessories	List		No	
Industrial Scientific - monitors	10%		No	
J-Tek/CMJ manufacturing	List		No	
Justrite	20%		No	
Kappler	List		No	
Kochek	25%		No	
Koehler Mfg	20%		No	
Kroll	10%		No	
Kussmaul	List		No	
Lakeland	10%		No	
Leatherhead Tools	20%		No	
Liberty Uniform Mfg Co	List		No	
Lightning X	10%		No	
Lion Uniforms	10%		No	
Little Giant	5%		No	
Lonsetar Axe	List		No	
Mag Instruments	10%		No	
Majestic Hoods	20%		No	
Majestic Hoods - Gore	List		No	
Makita	List		No	
Matex	15%		No	
Mechanix Gloves	10%		No	
Mocean	5%		No	
Monadanock/Defense Technology	5%		No	
Mustang Survival	10%		No	
Natale (Circle D)	15%		No	
National Foam	5%		No	
National River Supply (NRS)	10%		No	
Norco Gas	List		No	
North American Rescue	List		No	
NUPLA	15%		No	
OHD	List		No	
Original Footwear	5%		No	

Otto	List		No	
Pacific Helmets	5%		No	
Pacific Reflex	15%		No	
Paul Conway Shields	10%		No	
Pelican	List		No	
Perfect Fit	List		No	
Performance Advantage Company (PAC)	10%		No	
Petraroc	List		No	
Petzl	20%		No	
PGI	5%		No	
Pigeon Mountain Industries (PMI)	10%		No	
Plastix Plus	5%		No	
PMI Rope	10%		No	
Point Blank	Per NASPO		No	
Poly-Tech America	List		No	
Port West	List		No	
Premier Emblem	5%		No	
Propper	5%		No	
Protective Industrial Products (PIP)	10%		No	
R&B Fabricators	10%		No	
Radians	10%		No	
RAE Systems	5%		No	
Redback Boots	15%		No	
Reeves	5%		No	
Rescue 42	5%		No	
Rescue Intellitech (Solo Rescue)	List		No	
Rescue Technology	5%		No	
RevolveAir	List		No	
Rice Hydro	10%		No	
Ringers	List		No	
RIT Safety Solutions	10%		No	
Rock N Rescue	10%		No	
Rocky Boots	5%		No	
Rothco	5%		No	

Royce Shields	5%		No	
S&S	List		No	
Sabre	5%		No	
Salomon	10%		No	
Samuel Broome	5%		No	
San Mar	10%		No	
Savox	List		No	
SCBAS	15%		No	
Scott Safety- gas detection	5%		No	
Scott Safety - SCBA, cylinders, masks	7%		No	
Scott Safety- repair parts	List		No	
Scott Safety- thermal imager parts	List		No	
Scott Safety- thermal imagers	5%		No	
Scotty Firefighter	15%		No	
Seek Thermal	5%		No	
Sensible Mounts	15%		No	
Shelby Gloves	List		No	
Silent Partner Technologies/BioConnect IntelliView/MedixSafe	List		No	
Silynx	List		No	
Simulaids	List		No	
Sirchie	List		No	
SM Smith	5%		No	
Smith & Warren	10%		No	
Snap Tite/All-American/Firequip	10%		No	
Solomon	5%		No	
Solutions Safety (Citrosqueeze)	5%		No	
Sound Uniform/Olympic Uniform	List		No	
South Park	20%		No	
Southeastern Shirt Company	5%		No	
Spiewak	5%		No	
Stallion Air	List		No	
Statpacks	10%		No	
Steck	10%		No	

Sterling Rope	15%		No	
Stratton Hat	List		No	
Streamlight	15%		No	
Supervac	5%		No	
Survival Armor	Per NASPO		No	
Tactsquad	5%		No	
Target Solutions	List		No	
Task Force Tips (TFT)	5%		No	
Task Force Tips- Blitzfire/G-Force Series	List		No	
Team Equipment	List		No	
Team Wendy	List		No	
Teledyne	5%		No	
Teelite	5%		No	
Tempest - VS series batteries & access.	List		No	
Tempest/Leader Fans	10%		No	
Thorogood/Weinbrenner boots	15%		No	
Tingley Rubber/Alta Industries	List		No	
TNT Tools	10%		No	
Topps	List		No	
Toxic Suppression	List		No	
True North	10%		No	
Tru-Spec	10%		No	
Turtle Plastics	List		No	
Tyco	10%		No	
UltraTec Special Effects	15%		No	
Under Armour	5%		No	
Underwater Kinetics	List		No	
US Duty Gear	5%		No	
Various mfgs - compressor service parts	5%		No	
Veridian - PPE	25%		No	
Veridian- gloves, hoods, accessories	10%		No	
Vertyx	List		No	
Vetter	List		No	
VF Imagewear	5%		No	

Vizcon	List		No	
W. Alboum Hat Company	List		No	
Warson (all brands including Reebok)	5%		No	
Warthog	5%		No	
Warrior Fire Equipment	List		No	
Waterous	List		No	
Weldon	25%		No	
Whelen Engineering	15%		No	
Williams Foam	List		No	
Workrite	10%		No	
Yates	5%		No	
Zephyr	List		No	
Ziamatic/Zico	List		No	
Custom motor trousers/breeches (MES)	List		No	
Sewing/embroidery/alterations (MES)	List		No	



**CONTRACT NO. 22-730G**  
For  
**Fire Equipment, Supplies, and Services**

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Municipal Emergency Services, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/25/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

**ATTACHMENTS:**

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

**This Contract is effective from 8/1/2022 through 7/31/2023,** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Department

ADDENDUM NO. #2

22-730



REAL FLORIDA • REAL CLOSE  
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICITATION:** Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

### QUESTIONS/RESPONSES

- Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?
- R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**
- Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.
- R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**
- Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.
- R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

---

### ACKNOWLEDGEMENT

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 4/25/22

**ADDENDUM NO. #2**

**22-730**

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

ADDENDUM NO. #1

22-730



P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICITATION:** Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

Q1. I reviewed the attachments for bid 22-730 on Lake County’s website and it doesn’t look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

**R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.**

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

**R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.**

---

**ACKNOWLEDGEMENT**

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 04/25/22

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

**EXHIBIT A – SCOPE OF SERVICES  
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

**1. SCOPE OF SERVICES**

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

**2. CONTRACTOR'S RESPONSIBILITIES**

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
  - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
  - 2.4.2. Training shall be at no additional cost to the County.

**3. DELIVERY REQUIREMENTS AND ACCEPTANCE**

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
  - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
  - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
  - 3.4.1. The County will advise when the order is an emergency.
  - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
  - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

**EXHIBIT A – SCOPE OF SERVICES  
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

**4. REBATES AND SPECIAL PROMOTIONS**

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

**5. REPAIR SERVICES**

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor’s expense.

**6. TRAINING**

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

**EXHIBIT A – SCOPE OF SERVICES  
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

6.1.2. Manuals may be electronic.

**7. WARRANTY REQUIREMENTS**

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County’s property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor’s expense within ten (10) calendar days.

*[The remainder of this page intentionally left blank]*

**EXHIBIT B – INSURANCE REQUIREMENTS**

**22-730**

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY’S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

**EXHIBIT B – INSURANCE REQUIREMENTS**

**22-730**

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

*[The remainder of this page is intentionally left blank.]*

The undersigned hereby declares that: Municipal Emergency Services Inc has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

**1.0 TERM OF CONTRACT**

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

**2.0 PAYMENT**

The Contractor shall email the County’s using department ([egminer@lakecountyfl.gov](mailto:egminer@lakecountyfl.gov)) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

**3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:**

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

**4.0 CERTIFICATION REGARDING FELONY CONVICTION:**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

**5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

**ATTACHMENT 1 – SUBMITTAL FORM**

**22-730**

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

**6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:**

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

**7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

**8.0 FEDERAL FUNDING REQUIREMENT:**

N/A

**9.0 RECIPROCAL VENDOR PREFERENCE:**

N/A

**10.0 GENERAL VENDOR INFORMATION:**

Firm Name: Municipal Emergency Services INC  
Street Address: 12 Turnberry Ln 2nd Floor  
City: Sandy Hook State and ZIP Code: CT, 06482  
Mailing Address (if different): 3789 62nd Avenue North  
Telephone: 727-521-2135 Fax: 727-525-1819  
Federal Identification Number / TIN: 651051374  
DUNS Number: 048167923

**11.0 SUBMITTAL SIGNATURE:**

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Jamie Robinson*

Date: 4/25/2022

Print Name: Jamie Robinson

**ATTACHMENT 1 – SUBMITTAL FORM****22-730**

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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**DEFINITIONS**

**Contract:** The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

**Contractor:** The Vendor to whom award has been made.

**County:** Lake County, Florida, a political subdivision of the State of Florida.

**Proposal:** Any offer submitted in response to a solicitation.

**Solicitation:** The written document requesting bids, quotes, or proposals from the marketplace.

**Vendor:** Any entity responding to a solicitation or performing under any resulting contract.

**INSTRUCTIONS TO VENDORS**

- A. **Vendor Qualification:** The County requires Vendors provide evidence of compliance with the requirements below upon request:
  - 1. Disclosure of Employment.
  - 2. Disclosure of Ownership.
  - 3. Drug-Free Workplace.
  - 4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
  - 5. Americans with Disabilities Act (ADA).
  - 6. Conflict of Interest.
  - 7. Debarment Disclosure Affidavit.
  - 8. Nondiscrimination.
  - 9. Family Leave.
  - 10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.
- B. **Public Entity Crimes:** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- C. **Contents of Solicitation and Vendors’ Responsibilities:** The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.
- E. **Restricted Discussions:** From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- F. **Changes to Proposal:** Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.
- G. **Withdrawal of Proposal:** A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

**PREPARATION OF PROPOSALS**

- A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the Vendor’s firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked “Alternate Proposal.”
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

**COLLUSION**

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

**PROHIBITION AGAINST CONTINGENT FEES**

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

**CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee’s assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

**INCURRED EXPENSES**

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

**AWARD**

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County’s best interest to do so.
- D. The County reserves the right to reject offers containing terms or conditions contradictory to the County’s.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor’s site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.
- F. The Vendor’s performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written County procedure.
- H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on [Section 2-222, Local Vendor Preference](#).
- I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Procurement Protest Procedures site](#).

**GRANT FUNDING**

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

**STATE REGISTRATION REQUIREMENTS**

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the [Florida Department of State home page](#).

**PRIME CONTRACTOR**

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

**SUBCONTRACTING**

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

**DISADVANTAGED BUSINESSES**

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

**GENERAL CONTRACT CONDITIONS**

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

**GOVERNING LAW**

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

**COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES**

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

**CONTRACT EXTENSION**

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

**MODIFICATION OF CONTRACT**

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

**ASSIGNMENT**

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

**NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

**OTHER AGENCIES**

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract’s terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

**CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

**WARRANTY**

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer’s standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer’s standard warranty.

**DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR**

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**COUNTY IS TAX-EXEMPT**

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

**SHIPPING TERMS, F.O.B. DESTINATION**

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

**ACCEPTANCE OF GOODS OR SERVICES**

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

**ESTIMATED QUANTITIES**

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

**PURCHASE OF OTHER ITEMS**

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County’s discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days’ written notice to the Contractor.

**SAFETY**

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor’s superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

**MATERIAL SAFETY DATA SHEET (MSDS)**

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

**TOBACCO PRODUCTS**

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

**CLEAN-UP**

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department’s project manager upon final completion.

**PROTECTION OF PROPERTY**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor’s operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

**CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES**

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor’s offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

**TRUTH IN NEGOTIATION CERTIFICATE**

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds \$195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

**COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS**

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor’s qualifications.

**RESPONSIBILITY AS EMPLOYER**

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

**MINIMUM WAGES**

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida’s Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**PRICE REDETERMINATIONS**

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [Bureau of Labor Statistics site here](#). Contractor may petition for price redetermination for Contractor’s minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

**INDEMNIFICATION**

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys’ fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

**TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days’ written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of “reasonable costs.”

**TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

**TERMINATION FOR DEFAULT**

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County’s ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County’s intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

**FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys’ fees.

**RIGHT TO AUDIT**

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County’s choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor’s description of control processes, and the independent auditor’s evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County’s audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor’s invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County’s audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

**PROPRIETARY/CONFIDENTIAL INFORMATION**

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the “Public Record Act”). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

**PUBLIC RECORDS LAW**

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY**

**TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.**

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.
- B. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County’s Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor’s failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor’s failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney’s fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

**COPYRIGHTS**

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County’s use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

**SOVEREIGN IMMUNITY**

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

**COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**E-VERIFY**

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)**

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the “SAMHSA regulations”), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

**FORCE MAJEURE**

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

**NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor’s sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys’ fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys’ fees, and costs. The Contractor further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

**ANTI-TRAFFICKING RELATED ACTIVITIES**

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

**NOTICES**

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to [purchasing@lakecountyfl.gov](mailto:purchasing@lakecountyfl.gov).

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T R A S K  
DAIGNEAULT  
LLP  
ATTORNEYS

THOMAS J. TRASK, B.C.S.\*  
JAY DAIGNEAULT, B.C.S.\*  
ERICA F. AUGELLO, B.C.S.\*  
RANDY D. MORA, B.C.S.\*  
ROBERT M. ESCHENFELDER, B.C.S.\*  
NANCY S. MEYER, B.C.S.\*  
ZOE S. RAWLS  
TAMMI E. BACH, B.C.S.\*


*\* Board Certified by the Florida Bar in  
City, County and Local Government Law*

**MEMORANDUM**

DATE: February 17, 2026

TO: Mayor Anne-Marie Brooks  
Vice Mayor Ray Kerr  
Commissioner David Tagliarini  
Commissioner Eddie McGeehen  
Commissioner Housh Ghovae

CC: Clint Belk, Acting City Manager

FROM: Thomas J. Trask, City Attorney 

RE: Lot Mowing Lien and Special Magistrate Liens  
13225 2<sup>nd</sup> Street East, Madeira Beach  
Case Nos. 14-68, 08.04, 08.24, 08.07 and 09.39  
(Simonetta and Discount Properties of Florida LLC)

The purpose of this memorandum is to obtain your authorization to accept a \$2,149.48 settlement offer from Brian Barry, Manager of 13225 2<sup>nd</sup> St E Madeira Beach LLC, the current owner of the subject property, in exchange for a Release of Lot Mowing Lien and Special Magistrate Liens.

**BACKGROUND**

On December 27, 2007, a Lot Mowing Lien was recorded in the Official Records of Pinellas County, Florida, on the subject property against a prior owner in the amount of \$325.00. In addition,

On April 9, 2008, an Order on Violation for Later Repeat Violation and to Pay Costs and Expenses was executed by the Special Magistrate which imposed fines in the total amount of \$866.86 for this lien against a prior owner. In addition,

On April 29, 2008, an Order on Repeat Violation, Setting Continuing Fine, and to Pay Costs and Expenses was executed by the Special Magistrate which imposed fines in the total amount of \$547,500.00 for this lien against a prior owner. In addition,

February 17, 2026

Page 2

On January 6, 2009, an Order on Repeat Violation and to Pay Costs and Expenses was executed by the Special Magistrate which imposed fines in the total amount of \$2,149.48 for this lien against a prior owner. In addition,

On July 8, 2009, an Order on Violation Setting Time to Comply or Suffer a Fine and to Pay Costs and Expenses was executed by the Special Magistrate which imposed fines in the total amount of \$68,600.00 for this lien against prior owner(s).

The above liens went undiscovered through multiple title transfers. The lot mowing lien and subsequent Code Enforcement Board liens were recorded (over 15 years ago) in the Official Records of Pinellas County, Florida, against prior owners, Ilario Simonetta and Florida Discount Properties of Florida LLC a/k/a Discont Properties of Florida. All of the liens found the subject property were in violation of Sections 14-68 (Maintenance of Vegetation, Trees, Plantings and Landscaping). Compliance was achieved by a successor owner at a date unknown. Recently the current owner of the property contacted the City to advise of the owner's interest in settling these old, outstanding liens. A settlement offer in the amount of \$2,149.48 was made in exchange for a release of the lot mowing lien and the Special Magistrate liens.

**RECOMMENDATION**

City staff does not object to this settlement offer. In order in order to clear up these liens and to avoid incurring additional attorney's fees, it is City staff's recommendation that the Board of Commissioners accept this settlement offer of \$2,149.48 in exchange for a Release of the lot mowing lien and the Special Magistrate liens.

Respectfully submitted.

TJT/kt

Attachments: Lot Mowing Lien and Special Magistrate Liens  
Payoffs  
Settlement Offer

cc: Clara VanBlargan, City Clerk  
Holden Pinkard, Building Compliance Supervisor  
Clint Belk, Acting City Manager

**SPECIAL MAGISTRATE LIEN**

**MADEIRA BEACH**

Ilario Simonetta  
13225 2nd Street East

as of: **October 14, 2025**

**LOT MOWING LIEN, Code 14-68**

Fine Start	12/27/2007	
Fine Stop	12/27/2007	1 days
Rate	\$325.00 /day	
<b>Principal</b>	<b>\$325.00</b>	
<b>Recording</b>	<b>\$10.00</b>	

**SUB TOTAL** \$335.00

Interest Rate	0.000236986 (8.65% per annum)	
<b>Interest on Principal</b>	<b>\$0.08 /day</b>	
Interest Start	12/27/2007	
Today's Date	10/14/2025	6,502 days
<b>Interest</b>	<b>\$500.79</b>	

**TOTAL** **\$835.79**

**CASE NO. CEB 08.04**

Fine Start	10/10/2008	
Fine Stop	10/10/2008	1 days
Rate	\$866.86 /day	
<b>Principal</b>	<b>\$866.86</b>	
<b>Recording</b>	<b>\$27.00</b>	

**SUB TOTAL** \$893.86

Interest Rate	0.000236986 (8.65% per annum)	
<b>Interest on Principal</b>	<b>\$0.21 /day</b>	
Interest Start	10/10/2008	
Today's Date	10/14/2025	6,214 days
<b>Interest</b>	<b>\$1,276.56</b>	

**TOTAL** **\$2,170.42**

**CASE NO. CEB 08.24**

Fine Start 5/8/2009  
Fine Stop 5/8/2009 1 days  
Rate \$2,149.48 /day  
Principal \$2,149.48

Recording \$27.00

**SUB TOTAL \$2,176.48**

Interest Rate 0.000236986 (8.65% per annum)  
Interest on Principal \$0.51 /day  
Interest Start 5/8/2009  
Today's Date 10/14/2025 6,004 days  
Interest \$3,058.42

**TOTAL \$5,234.90**

**CASE NO. CEB 08.07**

Fine Start 4/29/2008  
Fine Stop 5/28/2008 30 days  
Rate \$100.00 /day  
Principal \$3,000.00

Fine Start 5/29/2008  
Fine Stop 6/15/2008 18 days  
Rate \$250.00 /day  
Principal \$4,500.00

Fine Start 6/16/2008  
Fine Stop 5/31/2011 1080 days  
Rate \$500.00  
Principal \$540,000.00

Administrative Costs \$1,075.58  
Recording \$35.50

**SUB TOTAL \$548,611.08**

Interest Rate	0.000236986 (8.65% per annum)	
<b>Interest on Principal</b>	<b>\$0.12 /day</b>	
Interest Start	6/1/2011	
Today's Date	10/14/2025	5,250 days
<b>Interest</b>	<b>\$622.09</b>	
<b>TOTAL</b>	<b>\$549,233.17</b>	

**CASE NO. CEB 09.39**

Fine Start	7/15/2009	
Fine Stop	5/31/2011	686 days
Rate	\$100.00 /day	
<b>Principal</b>	<b>\$68,600.00</b>	
<b>Administrative Costs</b>	<b>\$449.46</b>	
<b>Recording</b>	<b>\$35.50</b>	
<b>Recording of Satisfaction of Liens</b>	<b>\$14.75</b>	
<b>SUB TOTAL</b>	<b>\$69,099.71</b>	

Interest Rate	0.000236986 (8.65% per annum)	
<b>Interest on Principal</b>	<b>\$16.26 /day</b>	
Interest Start	6/1/2011	
Today's Date	10/14/2025	5,250 days
<b>Interest</b>	<b>\$85,350.51</b>	
<b>TOTAL</b>	<b>\$154,450.22</b>	
<b>GRAND TOTAL</b>	<b>\$711,924.50</b>	

This instrument was prepared by:

Name Judy Walker, City of Madeira Beach  
Address 300 Municipal Drive, Madeira Beach, FL 33708

**PLACEMENT OF LIEN**  
December 13, 2007

**NAME AND ADDRESS OF VIOLATOR**

Ilario Simonetta  
13225 2<sup>nd</sup> Street East  
Madeira Beach, FL 33708

**ADDRESS AND LEGAL DESCRIPTION OF PROPERTY WHERE VIOLATION OCCURRED**

13225 2<sup>nd</sup> Street East  
Madeira Beach, FL 33708  
Page's Replat of Mitchell's Beach Blk K, Lots 4 and 5  
Parcel Identification Number: 15/31/15/65304/011/0040

Violation of Madeira Beach Code of Ordinance Chapter 14, Section 14-68

Total Fine Due: \$325.00

I, Monica Mitchell, the undersigned, being the Finance Director for the City of Madeira Beach, Pinellas County, Florida, do hereby certify that the foregoing is a true and correct copy of a lien for violation charges to be placed on the above stated property and property owner, as per Charter of the City of Madeira Beach, Florida, Chapter 14, Section 14-68.

**WITNESS:**

Judy Walker  
Judy Walker

Monica Mitchell  
Monica Mitchell  
Finance Director

**STATE OF FLORIDA  
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me this 13<sup>th</sup> Day of December, 2007 by Monica Mitchell, who is personally known to me, who did not take an oath and acknowledged that she executed the foregoing lien for the purpose therein expressed.

WITNESS my hand and seal the day and year last above written.

Denise M. Schlegel

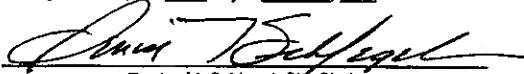
Denise M. Schlegel, Notary Public  
Commission No. DD643864



DENISE M. SCHLEGEL  
Commission DD 643864  
Expires February 25, 2011  
Bonded Through Pinellas County 988-888-7018

STATE OF FLORIDA	)
COUNTY OF PINELLAS	) SS
CITY OF MADEIRA BEACH	)

I, Denise Schlegel, the duly appointed City Clerk of the City of Madeira Beach, County of Pinellas, State of Florida, do hereby certify, that Local Government Code Enforcement, City of Madeira Beach, FL Case No. CEB 08.04 consisting of three pages is a true and correct copy of the record in Madeira Beach City Hall located at 300 Municipal Drive, Madeira Beach, Florida 33708.  
I have hereto sent my hand and affixed the corporate seal of the said CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA this 10th day of October, 2008.



Denise M. Schlegel, City Clerk

**LOCAL GOVERNMENT CODE ENFORCEMENT  
CITY OF MADEIRA BEACH, FLORIDA  
Case No. CEB 08.04**

**CITY OF MADEIRA BEACH, FLORIDA,  
Petitioner,**

v.

**ILARIO SIMONETTA  
13225 2nd Street East  
Madeira Beach, FL 33708,  
Respondent.**

**ORDER ON VIOLATION FOR LATER REPEAT  
VIOLATION, AND TO PAY COSTS AND EXPENSES**

Chapter 14, Sections 14-68 & 14-68 (1) of the Code of Ordinances, City of Madeira Beach, Florida (Madeira Beach Code)

LEGAL DESCRIPTION: Page's Replat of Mitchell's Beach, Block K, Lots 4 and 5  
13225 2nd Street East, Madeira Beach, FL

PARCEL IDENTIFICATION NUMBER: 15/31/15/65304/011/0040

Special Magistrate, Herbert E. Langford, Jr., has heard testimony and reviewed all evidence received at the Special Magistrate hearing held on April 9, 2008 and, based on the evidence, enters the following findings of fact, conclusions of law and order.

**FINDINGS OF FACT**

1. The Respondent, ILARIO SIMONETTA, did not maintain the property, its plants, trees, grass, ground cover, plantings, landscaping, organic materials, and vegetation (collectively referred to as vegetation and organic material). The Respondent did not maintain the property's vegetation. The property was overgrown, and not maintained. Sod (grass) exceeded a maximum overall height of six inches, and other ground cover material exceeded an overall height of 12 inches.

Ilario Simonetta

Case No. CEB 08.04

2. Based on the testimony of Don Lewis, the City of Madeira Beach Code Compliance Officer, it is evident that the property came into compliance as of April 9, 2008.
3. The City incurred costs for the prosecution of this case and expenses for the Special Magistrate to adjudicate it. The City did not seek reimbursement for staff time, but did assess the administrative fee of \$200.00 pursuant to Chapter 14, Section 14-80 of the Madeira Beach Code, and did expend \$125.00 for mowing and \$16.86 for postage (certified mail, return receipt requested) for this matter. Special Magistrate reasonably spent at least three hours at \$175 per hour to adjudicate this case.

### CONCLUSIONS OF LAW

4. The Respondent, ILARIO SIMONETTA, did violate Chapter 14, Section 14-68 & 14-68 (1) of the Madeira Beach Code. As of April 9, 2008, the Respondent was no longer in violation of Sections 14-68 & 14-68 (1) of the Madeira Beach Code.
5. The City did establish the violation to later establish a repeat violation, if any. The City seeks no fine in this case.
6. The City prevailed in the prosecution of this case and, pursuant to Chapter 2, Section 2-378(f) of the Madeira Beach Code, is entitled to recover all costs and expenses incurred. The time that the Special Magistrate spent was necessary and reasonable.

### ORDER

It is ADJUDGED that:

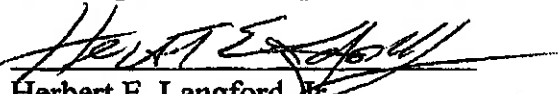
7. The Respondent, ILARIO SIMONETTA, was in compliance as of April 9, 2008 and that no fine will accrue.
8. The City did establish the violation to later establish a repeat violation, if any.
9. Separate and distinct from the amount due or fine, if any, as set forth above, the Respondent, ILARIO SIMONETTA, shall pay \$866.86 within thirty (30) days of this order toward the City's costs and expenses for the Special Magistrate. Further, the Respondent shall pay the City's additional costs and expenses, if any, to perfect and satisfy any lien that ensues from this order.

Ilario Simonetta

Case No. CEB 08.04

10. Any aggrieved party may petition the Special Magistrate to reconsider or rehear any Order resulting from a public hearing. This petition must be made in writing and filed with the City Clerk no later than thirty (30) days after the execution of the Order and prior to the filing of any appeal. The only grounds for a petition to reconsider or rehear are that there is newly discovered relevant evidence that was not available and known to the aggrieved party at the time of the public hearing, or that the Special Magistrate made a mistake in determination of a relevant fact. The Special Magistrate will not hear oral argument or evidence in determining whether to grant the petition to reconsider or rehear.
11. Upon the Respondent's failure to timely comply or pay the appropriate fine for any untimely compliance, or pay the amount toward costs and expenses as set forth above, and after the thirty (30) days referenced in the preceding paragraph, the City shall send the Respondent an Affidavit of Noncompliance by certified mail, return receipt requested.
12. If the Respondent fails to file a written objection within fifteen (15) days from the date of mailing the Affidavit of Noncompliance, the Respondent shall be deemed to acknowledge the noncompliance with the Order.
13. Thereafter, a certified copy of this Order shall be recorded in the Official Records of the Clerk of the Circuit Court for Pinellas County, Florida, and once recorded shall constitute a lien against any real or personal property owned by the violator, superior to all other liens except a lien for taxes, pursuant to Section 2-378, Madeira Beach Code and Chapter 162, Florida Statutes.
14. A fine imposed pursuant to law continues to accrue until the violator comes into compliance or until a judgment is rendered in a suit to foreclose on a lien filed pursuant to Section 2-378, Madeira Beach Code and Chapter 162, Florida Statutes, whichever occurs first.

DONE AND ORDERED on May 12, 2008, *nunc pro tunc* to April 9, 2008.

  
Herbert E. Langford, Jr.  
Special Magistrate

Copies furnished to:  
Ilario Simonetta  
Michael A. Connolly, City Attorney


**LOCAL GOVERNMENT CODE ENFORCEMENT  
CITY OF MADEIRA BEACH, FLORIDA  
Case No. CEB 08.07**

**CITY OF MADEIRA BEACH, FLORIDA,  
Petitioner,**

v.

**ILARIO SIMONETTA  
13225 2nd Street East  
Madeira Beach, FL 33708,**

**Respondent.**

STATE OF FLORIDA )  
COUNTY OF PINELLAS ) SS  
CITY OF MADEIRA BEACH )  
I, Denise Schlegel, the duly appointed City Clerk of the City of Madeira Beach, County of Pinellas, State of Florida, do hereby certify, that Local Government Code Enforcement, City of Madeira Beach, FL Case No. CEB 08.07 consisting of four pages is a true and correct copy of the record in Madeira Beach City Hall located at 300 Municipal Drive, Madeira Beach, Florida 33708.  
I have hereto sent my hand and affixed the corporate seal of the said CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, this 10th day of October, 2008.  
  
Denise M. Schlegel, City Clerk

**ORDER ON REPEAT VIOLATION, SETTING CONTINUING FINE,  
AND TO PAY COSTS AND EXPENSES**

Chapter 14, Sections 14-61, 14-68 & 14-68(1), (2), (4) and (7) of the Code of Ordinances, City of Madeira Beach, Florida (Madeira Beach Code)

LEGAL DESCRIPTION: Page's Replat of Mitchell's Beach, Block K, Lots 4 and 5  
13225 2nd Street East, Madeira Beach, FL

PARCEL IDENTIFICATION NUMBER: 15/31/15/65304/011/0040

Special Magistrate, Herbert E. Langford, Jr., has heard testimony and reviewed all evidence received at the Special Magistrate hearing held on May 14, 2008 and, based on the evidence, enters the following findings of fact, conclusions of law and order.

**FINDINGS OF FACT**

1. The Respondent, ILARIO SIMONETTA, did not maintain the property, structures, and premises to certain minimum standards of maintenance, upkeep and appearance, and thereby adversely affected public health, safety, and welfare. The Respondent did not maintain the property, structures, and premises and caused undesirable and

**Ilario Simonetta**

**Case No. CEB 08.07**

detrimental conditions, including, but not limited to breeding areas and habitat for noxious, harmful or undesirable insects, pests, and animals; hazards and dangers to persons on or near the premises or property; increased risk of fire; increased risk of storm and wind damage to persons and property on or near the premises or property; cover and concealment for criminal or unlawful activity; sources of disease or illness; and diminished property values for surrounding properties.

2. The Respondent did not maintain the property, its plants, trees, grass, ground cover, plantings, landscaping, organic materials, and vegetation (collectively referred to as vegetation and organic material).
3. The Respondent did not maintain the property's vegetation. The property is overgrown, and not maintained with a herbaceous layer of sod, a ground cover material or organic mulch. Sod (grass) exceeded a maximum overall height of six inches, and other ground cover material exceeded an overall height of 12 inches. The organic mulch is not maintained to retard or prevent the rapid or easy spread of fire.
4. The Respondent did not keep or maintain the vegetation or organic materials, *e.g.*, accumulation of flammable branches or leaves and dead or flammable grasses or ground cover, to avoid the promotion or allowance of easy or rapid spread of fire.
5. The Respondent allowed vegetation or organic material which evidences rodent, vermin, pest, or insect infestation, nesting or habitation to be kept on private property.
6. The Respondent allowed dead and dying trees, bushes, shrubs, or other natural growth, or the branches or limbs thereof, which constitute a hazard to persons and property by reason of rot, deterioration, storm damage, or any other cause, and failed to prune and trim to prevent such hazard or danger.
7. The Respondent has previously been found in violation of Sections 14-68 & 14-68(1), within five years and therefore is a repeat violator. *See* Case Number CEB 08.04.
8. The City incurred costs for the prosecution of this case and expenses for the Special Magistrate to adjudicate it. The City did not seek reimbursement for staff time, but did assess the administrative fee of \$200.00 pursuant to Section 14-80 of the Madeira Beach Code, did expend \$125.00 for mowing and \$50.58 for postage (certified mail, return receipt requested) for this matter. Special Magistrate reasonably spent at least four hours at \$175 per hour to adjudicate this case.



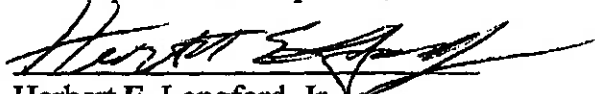
Ilario Simonetta

Case No. CEB 08.07

Order resulting from a public hearing. This petition must be made in writing and filed with the City Clerk no later than thirty (30) days after the execution of the Order and prior to the filing of any appeal. The only grounds for a petition to reconsider or rehear are that there is newly discovered relevant evidence that was not available and known to the aggrieved party at the time of the public hearing, or that the Special Magistrate made a mistake in determination of a relevant fact. The Special Magistrate will not hear oral argument or evidence in determining whether to grant the petition to reconsider or rehear.

- 16. Upon the Respondent's failure to timely comply or pay the appropriate fine for any untimely compliance, or pay the amount toward costs and expenses as set forth above, and after the thirty (30) days referenced in the preceding paragraph, the City shall send the Respondent an Affidavit of Noncompliance by certified mail, return receipt requested.
- 17. If the Respondent fails to file a written objection within fifteen (15) days from the date of mailing the Affidavit of Noncompliance, the Respondent shall be deemed to acknowledge the noncompliance with the Order.
- 18. Thereafter, a certified copy of this Order shall be recorded in the Official Records of the Clerk of the Circuit Court for Pinellas County, Florida, and once recorded shall constitute a lien against any real or personal property owned by the violator, superior to all other liens except a lien for taxes, pursuant to Section 2-378, Madeira Beach Code and Chapter 162, Florida Statutes.
- 19. A fine imposed pursuant to law continues to accrue until the violator comes into compliance or until a judgment is rendered in a suit to foreclose on a lien filed pursuant to Section 2-378, Madeira Beach Code and Chapter 162, Florida Statutes, whichever occurs first.

DONE AND ORDERED on May 23, 2008 *nunc pro tunc* to April 29, 2008.

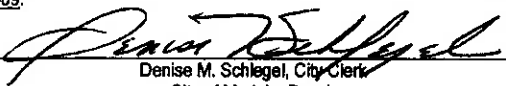
  
 Herbert E. Langford, Jr.  
 Special Magistrate

Copies furnished to:  
 Ilario Simonetta  
 Michael A. Connolly, City Attorney

STATE OF FLORIDA )  
COUNTY OF PINELLAS ) SS  
CITY OF MADEIRA BEACH )

I, Denise Schlegel, the duly appointed City Clerk of the City of Madeira Beach, Florida, do hereby certify, that CASE No. CEB 08.24, consisting of three pages, is a true and correct copy of the records in Madeira Beach City Hall located at 300 Municipal Drive, Madeira Beach, Florida 33708.

IN WITNESS WHEREOF, I have hereto sent my hand and affixed the corporate seal of the said CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, this 8th day of May, 2009.

  
Denise M. Schlegel, City Clerk  
City of Madeira Beach

LOCAL GOVERNMENT CODE ENFORCEMENT  
CITY OF MADEIRA BEACH, FLORIDA  
Case No. CEB 08.24

CITY OF MADEIRA BEACH, FLORIDA,  
Petitioner,  
v.

ILARIO SIMONETTA  
13225 2nd Street East  
Madeira Beach, FL 33708,  
Respondent.

**ORDER ON REPEAT VIOLATION, AND TO PAY COSTS AND EXPENSES**

Chapter 14, Section 14-68 and 14-68(1) of the Code of Ordinances, City of Madeira Beach, Florida (Madeira Beach Code)

LEGAL DESCRIPTION: Page's Replat of Mitchell's Beach, Block K, Lots 4 and 5  
13225 2nd Street East, Madeira Beach, FL 33708

PARCEL IDENTIFICATION NUMBER: 15/31/15/65304/011/0040

Special Magistrate, Herbert E. Langford, Jr., has heard testimony and reviewed all evidence received at the Special Magistrate hearing held on December 10, 2008 and, based on the evidence, enters the following findings of fact, conclusions of law and order.

**FINDINGS OF FACT**

1. The Respondent, ILARIO SIMONETTA, did again not maintain the property, its plants, trees, grass, ground cover, plantings, landscaping, organic materials, and vegetation (collectively referred to as vegetation and organic material). The Respondent did again not maintain the property's vegetation. The property was overgrown, and not maintained. Sod (grass) exceeded a maximum overall height of six inches, and other ground cover material exceeded an overall height of 12 inches.

Simonetta, Ilario

Case No. CEB 08.24

- 2. The Respondent has previously been found in violation of Section 14-68 and 14-68(1) within five years and therefore is a repeat violator. See Case Numbers CEB 08.04 and 08.07. The City incurred costs for the prosecution of this case and expenses for the Special Magistrate to adjudicate it. The City did not seek reimbursement for staff time, but, overall for Case Numbers CEB 08.04, 08.07 and the instant matter, did expend \$425 for mowing (3 @ \$100 and 1 @ \$125), \$600 for tree removal, and \$1000 for administrative fees (5 @ \$200), for a total of \$2025.00. The Respondent has previously been ordered to pay \$650.00 (\$325 in each respective order, CEB 08.04 and 08.07). The remaining amount is \$1375.00 and \$74.48 for postage (certified mail, return receipt requested), for a total of \$1,449.48. Special Magistrate reasonably spent at least four hours at \$175 per hour to adjudicate this case.

**CONCLUSIONS OF LAW**

- 3. The Respondent, ILARIO SIMONETTA, did again violate Chapter 14, Section 14-68 and 14-68(1) of the Madeira Beach Code. As of August 8, 2008, the Respondent was no longer in violation of Chapter 14, Section 14-68 and 14-68(1) of the Madeira Beach Code because the city brought the property into compliance. The City generously seeks no fine in this case.
- 4. The City prevailed in the prosecution of this case and, pursuant to Chapter 2, Section 2-378(f) of the Madeira Beach Code, is entitled to recover all costs and expenses incurred. The time that the Special Magistrate spent was necessary and reasonable.

**ORDER**

It is ADJUDGED that:

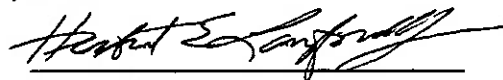
- 5. Separate and distinct from the amount due or fine, if any, as set forth above, the Respondents, ILARIO SIMONETTA, shall pay \$2,149.48 toward the City's costs and expenses for the Special Magistrate within thirty (30) days of this order. Further, the Respondent shall pay the City's additional costs and Special Magistrate expenses, if any, to perfect and satisfy any lien that ensues from this order, including, but not limited to official records recording costs and postage for orders, affidavits, notices, satisfactions and any other related documents.
- 6. Upon complying, the Respondent shall notify Donald Lewis, the Code Compliance Officer, at (727) 391-9951, who shall inspect the property and notify the Special Magistrate of the compliance.

Simonetta, Ilario

Case No. CEB 08.24

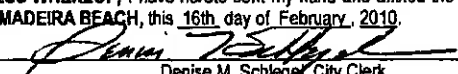
- 7. Any aggrieved party may petition the Special Magistrate to reconsider or rehear any Order resulting from a public hearing. This petition must be made in writing and filed with the City Clerk no later than thirty (30) days after the execution of the Order and prior to the filing of any appeal. The only grounds for a petition to reconsider or rehear are that there is newly discovered relevant evidence that was not available and known to the aggrieved party at the time of the public hearing, or that the Special Magistrate made a mistake in determination of a relevant fact. The Special Magistrate will not hear oral argument or evidence in determining whether to grant the petition to reconsider or rehear.
- 8. Upon the Respondent's failure to timely comply or pay the appropriate fine for any untimely compliance, or pay the amount toward costs and expenses as set forth above, and after the thirty (30) days referenced in the preceding paragraph, the City shall send the Respondent an Affidavit of Noncompliance by certified mail, return receipt requested.
- 9. If the Respondent fails to file a written objection within fifteen (15) days from the date of mailing the Affidavit of Noncompliance, the Respondent shall be deemed to acknowledge the noncompliance with the Order.
- 10. Thereafter, a certified copy of this Order shall be recorded in the Official Records of the Clerk of the Circuit Court for Pinellas County, Florida, and once recorded shall constitute a lien against any real or personal property owned by the violator, superior to all other liens except a lien for taxes, pursuant to Section 2-378, Madeira Beach Code and Chapter 162, Florida Statutes.
- 11. A fine imposed pursuant to law continues to accrue until the violator comes into compliance or until a judgment is rendered in a suit to foreclose on a lien filed pursuant to Section 2-378, Madeira Beach Code and Chapter 162, Florida Statutes, whichever occurs first.

DONE AND ORDERED on January 06, 2009.



Herbert E. Langford, Jr.  
Special Magistrate

Copies furnished to:  
Ilario Simonetta  
Michael A. Connolly, City Attorney

STATE OF FLORIDA SM-CODE Case 09.39  
CITY OF MADEIRA BEACH 4 Pages  
I, Denise Schlegel, the duly appointed City Clerk of the City of Madeira Beach, Florida, do hereby certify this is a true and correct copy of the record in Madeira Beach City Hall located at 300 Municipal Drive, Madeira Beach, Florida 33708.  
IN WITNESS WHEREOF, I have hereto sent my hand and affixed the corporate seal of the said CITY OF MADEIRA BEACH, this 16th day of February, 2010.  
  
Denise M. Schlegel, City Clerk

LOCAL GOVERNMENT CODE ENFORCEMENT  
CITY OF MADEIRA BEACH, FLORIDA  
Case No. 09.39

CITY OF MADEIRA BEACH, FLORIDA,  
Petitioner,

v.

ILARIO SIMONETTA  
13225 2nd Street East  
Madeira Beach, Florida 33708-2407

and

DISCOUNT PROPERTIES OF FLORIDA, INC.  
a/k/a DISCONT PROPERTIES OF FLORIDA, INC.  
1207 N. Franklin Street  
Tampa, Florida 33602,  
Respondents

**ORDER ON VIOLATION SETTING TIME TO COMPLY  
OR SUFFER A FINE, AND TO PAY COSTS AND EXPENSES**

Chapter 14, Sections 14-68(1) & (2) of the Code of Ordinances, City of Madeira Beach, Florida (Madeira Beach Code)

LEGAL DESCRIPTION: Page's Replat of Mitchells' Beach, Block K, Lots 4 and 5  
13325 2nd Street East, Madeira Beach, FL 33708

PARCEL IDENTIFICATION NUMBER: 15/31/15/65304/011/0040

A hearing was held in the above matter on July 8, 2009, at which time the Special Magistrate, James W. Denhardt, heard testimony and received into evidence items of evidence pertaining to this case. The Respondents were duly noticed of the hearing, but neither the Respondents or any person on behalf of the Respondents appeared and testified. The Special Magistrate received the testimony of the City's Representative, Paulette E. Cohen, the City's Community Development Director, and received into evidence the City's file pertaining to this case. Based upon the testimony presented and the items received into evidence, the Special Magistrate enters the following Findings of Fact, Conclusions of Law and Order.

**FINDINGS OF FACT**

1. At all times material hereto, the above described real property was owned by the Respondents, ILARIO SIMONETTA and DISCOUNT PROPERTIES OF FLORIDA, LLC, a/k/a DISCONT PROPERTIES OF FLORIDA, LLC.
2. The Respondents, ILARIO SIMONETTA and DISCOUNT PROPERTIES OF FLORIDA, LLC, a/k/a DISCONT PROPERTIES OF FLORIDA, LLC, did not maintain its plants, trees, grass, ground cover, plantings, landscaping, organic materials, and vegetation (collectively referred to as vegetation and organic material). The property was overgrown and not maintained. Sod (grass) exceeded a maximum overall height of six inches, and other ground cover material exceeded an overall height of 12 inches. In addition, the vegetation or organic material has been maintained in a manner which could promote or allow the easy or rapid spread of fire.
3. Such conditions constitute a violation of Section 14-68(1) and (2) of the Madeira Beach Code, as previously cited by the City.
4. Such conditions existed as of the date of the issuance of the Notice of Violation issued herein on May 27, 2009, and has continued up until the date of this hearing.
5. The City incurred costs for the prosecution of this case and expenses for the Special Magistrate to adjudicate the case. The City did not seek reimbursement for staff time, but did expend \$11.96 for postage (certified mail, return receipt requested).
6. Special Magistrate reasonably spent at least two and one-half hours at \$175.00 per hour to receive and review the docket and agenda pertaining to this matter, reviewing and researching the appropriate City Code provisions, conducting the hearing herein, and adjudicating this matter to include the preparation of this Order.

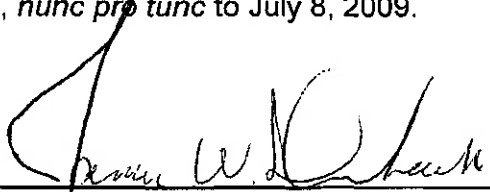
**CONCLUSIONS OF LAW**

7. The Respondents, ILARIO SIMONETTA and DISCOUNT PROPERTIES OF FLORIDA, LLC, a/k/a DISCONT PROPERTIES OF FLORIDA, LLC, and the above-referenced property, is in violation of Chapter 14 Section 14-68(1) and (2) of the Madeira Beach Code.
8. The City prevailed in the prosecution of this case and, pursuant to Chapter 2, Section 2-378(f) of the Madeira Beach Code, is entitled to recover all costs and expenses incurred. The time that the Special Magistrate spent was necessary and reasonable.



- 15. If the Respondents fail to file a written objection within fifteen (15) days from the date of mailing the Affidavit of Noncompliance, the Respondents shall be deemed to acknowledge the noncompliance with the Order.
- 16. Thereafter, a certified copy of this Order shall be recorded in the Official Records of the Clerk of the Circuit Court for Pinellas County, Florida, and once recorded shall constitute a lien against any real or personal property owned by the violators, superior to all other liens except a lien for taxes, pursuant to Section 2-378, Madeira Beach Code and Chapter 162, Florida Statutes.
- 17. A fine imposed pursuant to law continues to accrue until the violator comes into compliance or until a judgment is rendered in a suit to foreclose on a lien filed pursuant to Section 2-378, Madeira Beach Code and Chapter 162, Florida Statutes, whichever occurs first.
- 18. The undersigned Special Master hereby reserves jurisdiction of this cause to enter any amended or supplemental Orders as may be appropriate to enforce the terms of this Order, or to assess any further amounts that may be expended by the City for performing any corrective action herein.

DONE AND ORDERED on August 12, 2009, *nunc pro tunc* to July 8, 2009.



James W. Denhardt  
Special Magistrate

Copies furnished to:  
 Ilario Simonetta  
 Discount Properties of Florida, LLC  
 a/k/a Discont Properties of Florida, LLC  
 Michael A. Connolly, City Attorney

02/11/2026

To:Whom it may concern.

Dear Madam Mayor and Commissioners,

I am the new owner of the property at 13225 2nd Street E, Madeira Beach.

It recently came to light that the property carries an old fine/lien originally issued over 17 years ago—dating back to 2008, when an owner four (4) transfers prior received citations for mowing and tree violation. Since that time, the property has changed hands several times, and each new owner maintained it responsibly and in compliance with city standards.

Unfortunately, this decades-old fine went undiscovered through multiple title transfers and compliance checks.

This appears to be a simple and unfortunate case of an unnoticed administrative carryover—one that no current or recent owner had any knowledge of or responsibility for.

In the spirit of fairness and compassion, we respectfully request that the City waive these fines in full. If complete relief is not possible, we ask that the City consider accepting payment of the original \$2,149.48 fine as a symbolic resolution to close this matter in good faith. The amount is in escrow and awaiting transfer upon your acceptance of the offer to settle.

We greatly appreciate your time, understanding, and commitment to fairness in our community.

Respectfully,

*Brian Barry*      datloop verified  
02/13/26 12:30 PM EST  
BTCW-N6HM-LPCR-OR7D

Brian Barry

Manager

13225 2nd St E Madeira Beach. LLC,

a Delaware limited liability company.



# Memorandum

**Meeting Details:** April 8, 2026 – BOC Regular Meeting  
**Prepared For:** Honorable Mayor Brooks and the Board of Commissioners  
**Staff Contact:** Community Development Department  
**Subject:** Pinellas County ILA For Post Disaster Recovery

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## **Background & Discussion:**

Pinellas County has developed an Interlocal Agreement to facilitate the cooperative procurement of post-storm disaster recovery services across municipalities within the County. The agreement is established pursuant to Section 163.01, Florida Statutes, and is intended to provide municipalities with access to competitively procured contractors capable of supporting post-disaster recovery operations, including but not limited to:

- Building Code Administration
- Substantial Damage Assessments and Determinations
- Floodplain Management and Compliance
- Code Enforcement Services
- Technical and Communications Support

This effort was initiated in response to the 2024 storm events which highlighted the staffing challenges in managing recovery operations. To date, Pinellas County has conducted the competitive procurement process and ranked 7 firms of which they have entered into individual contracts. Execution of this Interlocal Agreement, between the County and Madeira Beach, will allow the city to move forward with entering into contracts with the selected vendors. The agreement provides flexibility through a scalable, menu-based approach and does not obligate the City to utilize services.

## **Fiscal Impact:**

There is no direct fiscal impact associated with entering into the Interlocal Agreement. Costs will only be incurred when assistance is requested post disaster and will be in accordance with the attached Vendor Summary Pricing Schedule. Please note the top 7 ranked firms all agreed to not charge overtime premiums or reimbursables. These costs may be eligible for FEMA reimbursement.

## **Recommendation(s):**

In support of the following, City staff recommends execution of the Interlocal Agreement with Pinellas County.

- Ensures rapid access to qualified disaster recovery resources
- Supports FEMA-compliant procurement and reimbursement processes
- Enhances disaster response and recovery capabilities
- Reduces administrative burden during emergency conditions

**Attachments/Corresponding Documents:**

- ILA Agreement w/ Exhibit A and B for execution
- ILA Vendor RFP Summary for reference

**INTERLOCAL AGREEMENT  
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS  
FOR  
THE COOPERATIVE PROCUREMENTS OF POST STORM RECOVERY SERVICES  
WITHIN GEOGRAPHIC PINELLAS COUNTY**

**THIS AGREEMENT** (“Agreement”), entered into on the date of execution by PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the local government signing this Agreement (“MUNICIPALITY”), jointly referred to herein as (“Parties”).

**Recitals**

**WHEREAS**, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969”; and

**WHEREAS**, many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton such that MUNICIPALITIES located within Pinellas County did not have adequate resources to support and deliver disaster recovery services specific to floodplain management compliance and Florida Building Code compliance; and

**WHEREAS**, the COUNTY intends to competitively procure or has procured, in compliance with 2 C.F.R. §200.318–200.326 and FEMA guidance, professional services for disaster recovery to support county-wide post-storm recovery operations, including Building Code Administration, Floodplain Management including Substantial Damage Assessment, Code Enforcement, Communications Support, Technical Support, and related recovery services; and

**WHEREAS**, the MUNICIPALITY recognizes that in the event of a major disaster, it may be unable to timely and effectively administer building code, floodplain management, and code enforcement responsibilities using its own staff and resources; and

**WHEREAS**, under the terms of the competitively procured contracts, contractors will be available to provide disaster recovery services within geographic Pinellas County, including MUNICIPALITIES therein, should they enter into this Agreement and subsequent participation agreements with the contractors; and

**WHEREAS**, the intent is for the MUNICIPALITY to receive the benefits of the competitively procured contracts without exposing the COUNTY to any costs or expenses for the services rendered on behalf of the MUNICIPALITY; and

**WHEREAS**, to foster greater efficiency and ensure coordinated disaster recovery operations, the Parties are entering into this interlocal agreement.

**NOW THEREFORE**, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

**SECTION 1  
OBLIGATIONS OF THE COUNTY**

1.1 The COUNTY will undertake or has undertaken a competitive procurement process for disaster recovery professional services encompassing the Scope of Work attached hereto as **Exhibit A**.

1.2 The COUNTY will award multiple contracts with capacity to provide county-wide disaster recovery services, including but not limited to:

- Building Code Administration
- Substantial Damage Inspections, Assessments, and Determinations
- Habitability Inspections and temporary repair permits
- Florida Building Code and Floodplain Plan Review
- Building and Manufactured Home Inspections
- Floodplain Management Administration and Enforcement
- Code Enforcement and Compliance Tracking
- Substantial Damage Compliance & Enforcement
- Technical and Communications Support

1.3 The COUNTY will notify potential proposers that the procurement constitutes a joint/cooperative procurement.

1.4 Within thirty (30) days of execution of the disaster recovery contract(s), the COUNTY will notify the MUNICIPALITIES in writing and provide copies of the executed contract(s) to each MUNICIPALITY.

1.5 Should the MUNICIPALITY enter into a participation agreement with the COUNTY's successful contractors, the COUNTY will provide necessary procurement documentation to support FEMA Public Assistance claims.

1.6 The COUNTY will be responsible for seeking FEMA reimbursement **only** for costs incurred directly by the COUNTY.

**SECTION 2**  
**OBLIGATIONS OF THE MUNICIPALITY**

2.1 The MUNICIPALITY is solely responsible for determining that the County's procurement of the disaster recovery services meets and satisfies the MUNICIPALITY's requirements for any FEMA reimbursement.

2.2 The MUNICIPALITY acknowledges that the COUNTY's procurement complies with federal and FEMA guidance.

2.3 If the MUNICIPALITY elects to use the COUNTY's contracted contractors, it will do so through participation agreements substantially similar to those attached as **Exhibit B**. Written notice of such participation shall be provided to the COUNTY within five (5) business days.

2.4 The MUNICIPALITY will be responsible for all aspects of its participation agreement(s) including but not limited to contract administration, for services rendered on its behalf.

2.5 The MUNICIPALITY will seek FEMA reimbursement as appropriate for its incurred costs.

2.6 The MUNICIPALITY will be responsible for payment of disaster recovery services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's participation agreement with the contractor(s).

**SECTION 3  
ADDITIONAL SERVICES**

The Parties agree not to enter into additional services agreements with the contractors awarded contracts by the COUNTY except as expressly authorized by the COUNTY's disaster recovery contracts or this Agreement.

**SECTION 4  
OFFICIAL NOTICE**

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

**COUNTY:**

Pinellas County Building & Development Review Services

Kevin McAndrew, Director

440 Court Street

Clearwater, FL 33756

Kmcandrew@pinellas.gov

**MUNICIPALITY:**

See contact information on Signature Page

**SECTION 5  
HOLD HARMLESS**

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster recovery services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity under Section 768.28, Florida Statutes by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement

**SECTION 6  
FILING WITH CLERK**

This Agreement and any subsequent amendments shall be filed with the Clerk of the Circuit Court of Pinellas County before becoming effective.

**SECTION 7  
EFFECTIVE DATE, TERM, AND TERMINATION**

7.1 This Agreement becomes effective upon execution by the MUNICIPALITY and filing with the Clerk of the Circuit Court of Pinellas County.

7.2 This Agreement remains in effect until canceled in accordance with section 7.3 below or until termination of the COUNTY's contracts, whichever occurs first.

7.3 This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

**SECTION 8  
TERMINATION OF POST STORM RECOVERY SERVICES AGREEMENT**

Nothing herein shall prevent the Parties, including COUNTY, from terminating any disaster recovery contracts entered into pursuant to COUNTY RFP Proposal Number 25-0763-RFP in accordance with the termination provisions of those contracts.

**SECTION 9**

**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and representations, written or verbal, concerning the cooperative procurement of disaster recovery services.

**SECTION 10  
APPLICABLE LAW**

This Agreement shall be governed by Florida law, with venue in Pinellas County, Florida.

**IN WITNESS WHEREOF**, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date set forth in Section 7.1 above.

PINELLAS COUNTY, by and  
through its County Administrator

By: \_\_\_\_\_  
Barry A. Burton County Administrator

**MUNICIPALITY**

By: \_\_\_\_\_  
Authorized Officer

---

**Exhibit A – Scope of Work/Specifications**

**Exhibit B – Form of Participation Agreement**

(attached, template for municipalities to sign with selected contractors)

**EXHIBIT A**  
**SCOPE OF WORK/SPECIFICATIONS**

**OVERVIEW**

Many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton to the extent where municipalities did not have adequate resources to effectively support and deliver recovery services specific to floodplain management compliance and Florida Building Code compliance.

The intent is to have a broad scope of professional services available to all municipalities in Pinellas County (*cities, towns and unincorporated county*) such that the appropriate resources will be committed and in-place to effectively support post-storm recovery operations. The services defined commence after the preliminary damage assessment phase is completed by each respective municipality. The application of this contract is intended to be “scalable” such that each municipality (*city, town and/or unincorporated county*) utilizing this contract will be able use this in a menu approach selecting what scope of services, staff positions and quantity of staff depending upon resources needed.

The intent is a multi-vendor contract award to support county-wide disaster recovery operations. The County will award a specific number of contracts with the projected capacity to support county-wide recovery services.

**OBJECTIVE/JUSTIFICATION**

The services to be provided align with the County's strategic priorities for:

RESILIENT INFRASTRUCTURE AND ENVIRONMENT

1.5 Strengthen resilience and adaptation

HEALTHY AND SAFE COMMUNITIES

2.2 Enhance community safety

PROSPERITY AND OPPORTUNITY

3.5 Foster business growth

SMART SERVICE DELIVERY

4.2 Achieve and maintain a high level of customer satisfaction

4.3 Improve efficiency of service delivery through technology

Many communities across Pinellas County did not have the technical resources available to respond effectively, efficiently and compliant with the administration of the Florida Building Code and their respective floodplain management ordinances following Hurricane Helene and Hurricane Milton. The intent of the scope and services to be provided through this contract are to have technical resources on-call to be provided to participating communities county-wide.

**REQUIREMENTS**

The consultant shall demonstrate prior similar and comparable experience for disaster recovery services over the past five years. The professional services will include:

A. Building Code Administration

- Substantial Damage Inspections
- Substantial Damage Assessments
- Substantial Damage Determinations in coordination with Floodplain Administrator and Building Official
- Habitability Inspections
- Unfit/unsafe and dangerous building evaluations
- Issuance of permits for minor repairs for temporary residence
- Florida Building Code (FBC) and Floodplain Plan Review including substantial improvement review
- Building and Manufactured Home Inspections
- Monitor impacted areas for unpermitted construction activities - Work without Permit (WWP)

- Monitor active permits and inspections for exceeding the scope of the permitted work

B. Floodplain Management Ordinance Administration and Enforcement

- Substantial Damage Assessment Management
- Compliance and Enforcement Tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement
- Manage Code Enforcement Monitoring Cases for properties on the initial damage assessment (DA) inventory
- Monitor Impacted areas for unpermitted construction activity - WWP

D. Communications/Technical Support

- Substantial Improvement/Damage Technical Support
- Supplement staff to assist with the municipality's incoming calls, emails, permitting processing, contractor registration, subcontractor cards, notice of commencement (NOC), community outreach with subject matter experts (SME's)

Note: the consultant shall have the flexibility to furnish specific services and not be required to provide all of the services listed.

**SCOPE OF WORK**

Subject to the duties of personnel responsibilities, in-person staffing may be required (i.e. – all inspectors, in-person permitting hubs, etc.). In general, staffing provided will need to include both in-person personnel and remote staff when feasible. A table of personnel positions and staffing capacity to be provided follows the scope of services with specific qualifications associated with each position.

A. Building Code Administration

- Substantial Damage Inspections – qualified field inspectors, to receive training from Pinellas County Floodplain & Building team or the local jurisdiction's Floodplain & Building department team, will perform structure inspections with specified instructions on inspection scope and documentation entry (e.g. - high watermark documentation, structure construction type, finished floor elevation, exterior and interior inspection, etc.). *Note – Field collection data technology, GIS integration and alternative(s) to the FEMA Estimator Tool entry are subject to change but will be part of training prior to deployment*
- Substantial Damage Determinations – refer to Floodplain Management
- Habitability Inspections – qualified field inspectors to perform inspections of residential structures, including the issuance of minor repair permits, to achieve a “safe home” environment (e.g.- basic functionality) to facilitate a temporary residency for substantially damaged structures
- Building Permit Technicians – qualified personnel (ICC certified preferred) to support permit intake, processing and issuance, phones, emails and related support services
- FBC Plan Review included substantial improvement review/detailed substantial damage reviews – Florida licensed plan examiners and Florida licensed architects and/or engineers to perform building plan review and permit issuance under the Building Official of each respective municipality. *Note – licensed plan examiners, architects and/or engineers will need to be proficient in the applicable permit platform/ technology (e.g. – Accela, Tyler, etc.) utilized within a municipality.*
- Building Permit Inspections – Florida licensed building inspectors and Florida licensed architects and/or engineers to perform permit inspections under direction of the Building Official of each respective municipality
- Monitor Impacted Areas for Unpermitted Construction Activities for WWP – refer to Code Enforcement
- Unfit/unsafe and Dangerous Building Evaluation - Florida licensed Building Code Administrator, Building Inspector, Florida licensed architect or engineer to evaluate dangerous conditions for partial building collapse,

structural integrity, falling debris hazards, trees and other impact or life safety hazards

## B. Floodplain Management Ordinance Administration and Enforcement

Note - Training by Pinellas County Floodplain team or local jurisdiction Floodplain team of all personnel to occur prior to active deployment

- Substantial Damage Assessment Management
  1. Management and supervision of contract staff/team performing services associated with substantial damage assessment inclusive of data management and reporting, communications, inspections, substantial damage (SD) inspection collection data, FEMA estimator tool (or alternative), re-assessment workflow/review, code compliance monitoring of SD structures, SDE date input/remodels and quality control measures implementation
  2. GIS mapping/management – qualified ESRI GIS mapping, updates, formatting, modeling
  3. Daily coordination and reporting with municipality Floodplain Administrator and Building Official
  4. SD Field Inspections and Field Collection Scope/Documentation – refer to description under Building Code Administration
  5. Reassessment Process (Detailed SD Assessment) for Residential & Mobile Homes (MH's) – support entire workflow with intake staff (building admin/technicians), qualified building cost estimators, Florida certified appraisers, and certified floodplain managers from application intake thru coordination with staff review & municipal review workflow steps.
  6. Reassessment Inspections – as needed, qualified inspectors to perform re-inspections of structures to support SDE re-models and reassessments
  7. Reassessment Communication – staff to manage and respond to customer emails and phone calls for both residential and MH customer records
  8. SDE Data – staff to support data entry for structures being re-modeled thru FEMA SDE tool or alternative model

- Building Permit review, quality control, and technical guidance associated with permit reviews for project costs as it relates to substantial damage.
- Compliance and Enforcement Tracking – under the direction of the floodplain administrator or designee, administrative specialists/technicians support compliance (i.e. – building permit issuance & construction in a floodplain permits) and enforcement tracking

#### C. Code Enforcement

- Substantial Damage Compliance & Enforcement – qualified code enforcement inspectors to perform defined reoccurring inspections/home visits for all substantially damaged structures including initial educational outreach, resource support. Inspections to include logged photo documentation and notes. Non-compliance activity is to initiate enforcement action. Regular summary reports to be furnished to Building Official and Floodplain Administrator.

#### D. Communications/Technical Support

- Technical Support – qualified personnel (CFM's, civil engineers, planners, etc. with basic floodplain background) to provide "live" guidance via telephonic and/or email communication to the public throughout the recovery period. *Note – Each municipality would be responsible for the technology setup to accommodate a dedicated telephone and email links. Each municipality is responsible for staff training and oversight for all communication and support services.*

**Personnel Positions:**

<b>POSITION TITLE</b>	<b>QUALIFICATIONS</b>	<b>NOTES/COMMENTS</b>
Certified Building Official	Florida License	
Plan examiner	Florida License	
Building Inspector	Florida License	
Architect Engineer	Florida License	Support for FBC plan review and inspection services*
Permit Technician	ICC certification	
Supervisor/Project Manager	CPM or equivalent experience	
GIS Specialists	ESRI certified	
SD Inspectors		Minimum Experience *
Certified Floodplain Manager	ASFPM	
Certified Appraiser	Florida Certification	
Building Cost Estimator		Minimum Experience *
Code Inspector	FACE certified	
Communications Support		Floodplain/SD background*

\*SD Inspectors - prior experience in construction or related field and/or building inspections, substantial damage inspections, or site development inspections

\*Building Cost Estimator - prior experience in construction contracting and/or cost estimating with a minimum 2-years experience

\*Communications Support - experience in storm recovery services preferred

\*Architect or Engineer - prior experience in Florida Building Code plan review and/or Building Inspections

## TERMS AND CONDITIONS

- Equipment/technology – each municipality will be responsible for furnishing necessary technology equipment (e.g. – iPads with SD collector app, laptops, etc.) to their vendor or as negotiated with different terms outside of this agreement
- Technology Licenses – each municipality will be responsible for the costs of furnishing technology licenses to their vendor (e.g. – Accela, Tyler, etc.) or as negotiated with different terms outside of this agreement
- Floodplain Training – Pinellas County Floodplain Management staff will lead substantial damage inspection and assessment training to all participating municipalities and vendors
- Notice to Proceed (NTP) – selected vendors will need to commence mobilization within 24-hours of NTP from a municipality
- All services provided will comply with FEMA reimbursement requirements. This should include the use of FEMA-compliant forms, comprehensive and accurate documentation, and contractor support for local jurisdictions during audits or funding requests.

Not meeting a mandatory requirement may be grounds for the disqualification of a quote, bid or proposal.

## CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

It is anticipated that this solicitation will be either fully or partially Grant funded. Proposers shall comply with the clauses as enumerated within the Agreement, Exhibit A, Exhibit B, and Exhibit C. In addition, if applicable, Exhibit B should be executed and returned with submittal. Bidders may be deemed non-responsive for non-compliance. **See attached; Agreement**

EXHIBIT A - Contract Provisions for Contracts Under Federal Awards.

EXHIBIT B-Disclosure of Lobbying Activities.

EXHIBIT C-FEMA Grant Funding Conditions

EXHIBIT B

PARTICIPANT PARTICIPATION AGREEMENT FOR DISASTER RECOVERY SERVICES  
AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. \_\_\_\_\_

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between \_\_\_\_\_, a municipal corporation of the State of Florida, whose address is \_\_\_\_\_, hereinafter called “CITY/TOWN”, and XYZ COMPANY, an Incorporated Company whose address is \_\_\_\_\_, hereinafter called “CONTRACTOR”.

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP \_\_\_\_\_ for Disaster Recovery Services (“RFP”), the CITY/TOWN desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto (the “County Contract”).

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the “County” is mentioned in the County Contract, per this Agreement, “County” shall be replaced with “CITY/TOWN,” unless the context indicates otherwise.
2. For purposes of the RFP and County Contract, the “CITY/TOWN” is a Responsible Municipality for services rendered pursuant to this Participation Agreement.
3. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
4. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
5. This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
6. This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this paragraph, “cause” shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

CITY/TOWN

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

ATTEST: \_\_\_\_\_

(CITY/TOWN SEAL)

## Scope of Work

Having qualified staffing in-place in a scalable contract available to all 24 cities and towns. The professional services will include:

- Florida Building Code administration
- Floodplain Management
- Code Enforcement
- Communications Support

## Ranking

Vendor	Total Score	Ranking
Tetra Tech, Inc.	939	1
Struction Solutions	911	2
AECOM Technical Services	905	3
Lemoine Disaster Recovery, LLC	897	4
Tidal Basin Government Consulting, LLC	842	5
HR Green, Inc.	831	6
Gulf Atlantic Engineers, P.A.	626	7
JPI	56	8
Hage Fence Repair of TB Inc	44	9

## Key Contract Terms

1. Interlocal Agreement (ILA) to be executed by each city/town with Pinellas County
2. Each city/town enters into own contract with vendor(s)
3. Duration of Agreement: 5 years
4. Unit prices adjustable after 12 months and thereafter annually (to exceed CPI or 5%, whichever is less)
5. Contract Extension: up to two 12-month periods

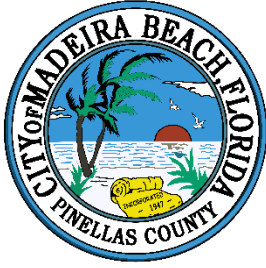
## Staffing

Position Title	Unit of Measure	AECOM	Gulf Atlantic Engineers	HR Green	Lemoine	Structure Solutions	Tetra Tech	Tidal Basin
Certified Building Official	Each	35			1	10	5	10
Plans Examiner	Each	25	1		10	12	10	10
Building Inspector	Each	304	2		10	15	15	5
Architect	Each	515	1		2	5	5	5
Engineer	Each	3,859	2	4	2	300	25	5
Permit Technician	Each	847	1	7	10	15	25	26
Supervisor/Project Manager	Each	3,437	2	1	5	40	50	11
GIS Specialist	Each	336		3	1	12	15	3
Substantial Damage (SD) Inspector	Each	273	2		20	425	250	150
Certified Floodplain Manager	Each	202	2	7	1	25	25	15
Certified Appraiser	Each	41	1		4	5	25	10
Building Cost Estimator	Each	127	4		2	130	50	20
Code Inspector	Each	20			4	10	125	10
Communications Support	Each	315	2	4	20	75	150	15

## Pricing Schedule

Position Title	AECOM	Gulf Atlantic Engineers	HR Green	Lemoine	Structure Solutions	Tetra Tech	Tidal Basin
Certified Building Official	\$180.00			\$245.00	\$160.00	\$225.00	\$172.00
Plans Examiner	\$170.00	\$125.00		\$170.00	\$145.00	\$225.00	\$140.00
Building Inspector	\$145.00	\$125.00		\$150.00	\$150.00	\$225.00	\$155.00
Architect	\$170.00	\$150.00		\$245.00	\$250.00	\$200.00	\$197.00
Engineer	\$205.00	\$175.00	\$210.00	\$245.00	\$225.00	\$250.00	\$209.00
Permit Technician	\$115.00	\$120.00	\$115.00	\$100.00	\$135.00	\$135.00	\$147.00
Supervisor/Project Manager	\$205.00	\$175.00	\$230.00	\$175.00	\$170.00	\$165.00	\$191.00
GIS Specialist	\$140.00		\$150.00	\$175.00	\$155.00	\$95.00	\$163.00
Substantial Damage (SD) Inspector	\$150.00	\$175.00		\$125.00	\$145.00	\$110.00	\$130.00
Certified Floodplain Manager	\$145.00	\$175.00	\$210.00	\$175.00	\$200.00	\$185.00	\$206.00
Certified Appraiser	\$165.00	\$150.00		\$130.00	\$155.00	\$125.00	\$222.00
Building Cost Estimator	\$145.00	\$140.00		\$130.00	\$140.00	\$165.00	\$199.00
Code Inspector	\$150.00			\$160.00	\$165.00	\$110.00	\$163.00
Communications Support	\$110.00	\$120.00	\$210.00	\$90.00	\$115.00	\$100.00	\$140.00





# MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Chief Clint Belk, Acting City Manager

FROM: Jay Hatch, Recreation Director

DATE: March 31, 2026

**RE: Pinellas County School Board – Park and Joint Use Agreement**

---

## **Background**

The City of Madeira Beach has maintained long-standing joint use agreements with Pinellas County Schools for shared use of recreational and educational facilities.

The first agreement pertains to Bicentennial Park, which was originally developed by the City in 1976 on approximately two acres located on the southwest corner of Madeira Beach Fundamental School property. The site has been continuously used as a public park serving residents and students since its development .

The second agreement is a Joint Use Playground Agreement, originally approved in 1985, which allows reciprocal use of facilities between the City and the School District. This agreement enables both parties to utilize each other’s spaces for educational and recreational programming while maintaining insurance requirements and cost recovery provisions when applicable .

Both agreements include provisions allowing renewal in five (5) year increments upon mutual written approval by the City and the Superintendent of Schools.

Pinellas County Schools has submitted formal letters requesting renewal of both agreements for an additional five-year term, beginning May 12, 2026, through May 11, 2031.

## **Fiscal Impact**

There is no direct fiscal impact associated with the renewal of these agreements.

The agreements allow for shared use of facilities, which continues to provide cost-effective recreational opportunities for residents while minimizing the need for additional City-owned infrastructure. Any cost recovery for facility use will continue to be handled in accordance with existing agreement terms.

## **Recommendation**

Staff recommends approval of the renewal of both the Bicentennial Park Agreement and the Joint Use Playground Agreement with Pinellas County Schools for a five-year term from May 12, 2026, through May 11, 2031.

Continuation of these agreements ensures ongoing access to shared recreational and educational facilities, supports programming opportunities for residents, and maintains a strong partnership between the City and the School District.

**Attachments**

Bicentennial Park Renewal Letter  
Joint Use Playground Agreement Letter  
2021 – Bicentennial Park Use Agreement  
2021 – Joint Use Playground Agreement



**Mission:**

"Educate and prepare each student for college, career and life."

March 3, 2026

Anne-Marie Brooks,  
300 Municipal Dr,  
Madeira Beach, FL 33708

Re: City of Madeira Beach Bicentennial Park Agreement

Dear Mayor Brooks,

In 1976, the City of Madeira Beach (City) developed Bicentennial Park on approximately two acres of property that sits on the southwest corner of Madeira Beach Fundamental School property, and the land has been used as Bicentennial Park ever since. Under the terms and conditions of the agreement, this agreement may be extended for additional five (5) year periods with written agreement and approval by the Superintendent of Schools and the City.

We feel that the continuation of this agreement is in the best interest of the city and the School District as it provides a variety of facilities for the children of the Madeira Beach area. I am recommending the renewal of this agreement for a period of five (5) years, beginning May 12, 2026, and ending on May 11, 2031.

You may confirm the City's intent to renew this agreement by signing and returning a copy of this letter to Lutricia "Trish" Johnson, Real Estate Department, Walter Pownall Service Center, 11111 S. Belcher Road, Largo, FL 33773, who manages joint-use-facility agreements for the school district.

We look forward to working with you and your staff during the coming year,

Sincerely,

---

Kevin K. Hendrick  
Superintendent

---

Anne- Marie Brooks  
Mayor, City of Madeira

---

School Board Attorney

cc: Pinellas County Schools Accounting Director  
City of Madeira Beach

Item 14B.

WALTER POWNALL

11111 S Belcher Road  
Largo, FL 33773  
(727) 547-7100

SCHOOL BOARD OF  
PINELLAS COUNTY, FLORIDA

Chairperson  
Caprice Edmond

Vice Chairperson  
Dawn M. Peters

Katie Blaxberg  
Lisa N. Cane  
Laura Hine  
Eileen M. Long  
Stephanie Meyer

Superintendent  
Kevin K. Hendrick



Mission:
"Educate and prepare each student for college, career and life."

March 3, 2026

Anne-Marie Brooks,
300 Municipal Dr,
Madeira Beach, FL 33708

Re: City of Madeira Beach; Joint Use Playground Agreement

Dear Mayor Brooks,

In 1985, the school board approved the initial agreement with the City of Madeira Beach (City) for the reciprocal use of each agency's facilities. This agreement has allowed the use of each other's facilities for educational and recreational programs without separate leases, while maintaining insurance coverage, and ensuring cost recovery when applicable with documentation of use. Under the terms and conditions of the agreement, the agreement may be extended for additional five (5) year periods with written agreement and approval by the Superintendent of Schools and the City.

We feel that the continuation of this agreement is in the best interest of the city and the School District as it provides a variety of facilities for the children of the Madeira Beach area. I am recommending the renewal of this agreement for a period of five (5) years, beginning May 12, 2026, and ending on May 11, 2031.

You may confirm the City's intent to renew this agreement by signing and returning a copy of this letter to Lutricia "Trish" Johnson, Real Estate Department, Walter Pownall Service Center, 11111 S. Belcher Road, Largo, FL 33773, who manages joint-use-facility agreements for the school district.

We look forward to working with you and your staff during the coming year,

Sincerely,

Kevin K. Hendrick
Superintendent

Anne- Marie Brooks
Mayor, City of Madeira

School Board Attorney

cc: Pinellas County Schools Accounting Director
City of Madeira Beach

Item 14B.

WALTER POWNALL
11111 S Belcher Road
Largo, FL 33773
(727) 547-7100

SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA
Chairperson
Caprice Edmond

Vice Chairperson
Dawn M. Peters

Katie Blaxberg
Lisa N. Cane
Laura Hine
Eileen M. Long
Stephanie Meyer

Superintendent
Kevin K. Hendrick

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 11<sup>th</sup> day of May, 2021 by and between **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as "Board", and **THE CITY OF MADEIRA BEACH, FLORIDA**, a municipal corporation hereinafter referred to as "City".

**WITNESSETH:**

**WHEREAS**, the Board owns certain real property in the City of Madeira Beach as legally described in Exhibit "A", currently used by the City as Madeira Beach Bicentennial Park, hereinafter referred to as the "Park"; and

**WHEREAS**, the City desires to continue to use the Park and will maintain the Park, and Park facilities, in a safe, clean and sanitary condition; and

**WHEREAS**, the Board has permitted access to the Park via Madeira Beach Fundamental School roadways, as permitted by the Superintendent of Schools; and

**WHEREAS**, the Board and City are each willing to cooperate in this matter under certain conditions and provisions.

**NOW, THEREFORE**, in consideration of the covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.
2. The term of this Agreement will be for a period of five (5) years beginning on June 10, 2021, and ending on June 9, 2026. This Agreement may be extended for additional 5-year periods under the same terms and conditions set forth herein, with written agreement and approval by the Superintendent of Schools and the City Manager.

**Use of Real Property:** City will not use or permit the real property to be used for any purpose other than as a public park. City will not use or permit any usage which results in a material alteration of the Park or improvements without the written consent of Board. City will not perform any act that may be prohibited under standard form of liability or fire insurance policies, nor use the Park for any such purposes prohibited therein. In addition, no use will be made that will result in: (1) waste on the real property, except as described in paragraph 3-A. below; (2) damage to the real property; (3) a public or private nuisance; or (4) any other act that may disturb the quiet enjoyment of others.

3-A. The City may permit or maintain a 12'x12' Pinellas County recycled yard waste mulch site to be located on the Park premises.

3. The City will comply with all governmental regulations and statutes affecting the Park either now or in the future.

4. The Board will be permitted access to the Park at any time during the term of this lease for the Board's educational and recreational programs.

5. The City may not advertise or publicly imply the use of the park in any manner not specifically stated in this Agreement or without prior authorization from the Administrative Heads of the School Board. Uses of the Park, not herein provided, may be permitted with the written approval of the Superintendent of Schools and the City Manager, or their specific designees.

6. **Utilities:** No utilities are provided by the Board on the Park.

7. **Modification of Real Property:** The City will not change or modify the real property without written consent of the Board.

8. **Insurance/Indemnity:** Subject to the Florida statutory limits on the waiver of sovereign immunity, the parties agree that each will be responsible for the negligent acts of their employees, servants or agents or on account of any unsafe condition that may exist as a result of the negligent operation by the parties of the subject facilities. Each party agrees to be responsible for the safety of its own employees, invitees, licensees or participants in its respective programs in case of accidental injury, except as noted above. The City agrees to list the Board as an additional insured, with respect to the City's use of Board Property.

10. **Assignment:** The City will not assign any rights or duties under this lease or sublet the Park or any part thereof without the prior written consent of the Board.

11. **Termination:** The Agreement will remain in effect unless terminated by either party as follows:

- a) Upon breach of this Agreement by a party, the other party will give written notice of termination of this Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within five days from receipt of said notice, then the contract will terminate ten days from receipt of the written notice;
- b) Either party may terminate this Agreement without cause by giving written notice to the other party that the Agreement will terminate thirty days from the receipt of said notice by the other party.


12. **Unforeseen Questions:** The Board and the City agree that in the event of unforeseen questions arising out of the use of the Park by the parties, said questions will be settled in writing between the Superintendent of Schools and the City Manager, or their specific designees.


13. **Headings:** The headings of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement or any part hereof, or in any way affect the same, or construe, any provision hereof.

IN WITNESS WHEREOF, the parties hereto set their hands and the day and date set forth above.

**CITY**

**CITY OF MADEIRA BEACH, FLORIDA**

By:   
City Manager

Attest: 

**BOARD**

**THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**

By:   
Chairperson

Attest:   
Superintendent

6/8/2021

Approved as to form:

  
School Board Attorney

EXHIBIT "A"

From the center of Section 3, Township 31 south, Range 15 East, run North 00 34'24" East 139.34 feet to the centerline of State Road 699; thence South 41 58'57" West along said centerline 1,399.97 feet; thence South 48 01'03" East 50 feet to the Southeasterly line of said State Road 699; thence South 41 58'57" West along the Southeasterly line of State Road 699 776.24 feet; thence South 43 51'40" West along said Southeasterly line of State Road 699 844± feet to 'Point of Beginning said Point being' the most Westerly corner of an existing reinforced concrete slab sea wall which is the present limits of the athletic field for the Madeira Beach Junior High School; thence continue South 43 51'40" West 350 ± feet to the most Westerly corner of a tract of land conveyed to the Board of Public Instruction of Pinellas County by the Department of Health, Education & Welfare by quit-claim deed registered in the Public Records of Pinellas County in Deed Book 1,635, page 611; thence South 46 05' 35" East 353.66 feet to the most Southerly corner of the above said tract; thence North 56 09'40" East 358 ± feet to the most Southerly corner of the aforesaid existing reinforced concrete slab sea wall; thence Northwesterly along the face of the said existing concrete slab sea wall 430 ± feet to the Point of Beginning.

## JOINT USE AGREEMENT

**This Agreement**, made and entered into this 11th day of May, 2021 by and between the **City of Madeira Beach, Florida**, a municipal corporation, hereinafter referred to as “**City**” and **The School Board Of Pinellas County, Florida**, hereinafter referred to as “**Board;**”

### WITNESSETH:

**WHEREAS**, the Board may request the use of various City-owned facilities for its educational or recreation programs or other Board-related uses; and

**WHEREAS**, the City may request to use Madeira Beach Fundamental K-8 School or other Board-owned facilities, each Board-owned facility hereinafter referred to as “**School,**” for its recreational programs, public meetings, and other City-related programs; and

**WHEREAS**, the Board and the City are each willing to cooperate in this matter under certain conditions and provisions;

**NOW, THEREFORE**, in consideration of the covenants herein contained and other good and valuable consideration, the Board and the City mutually agree to the joint use of their respective facilities under the following terms and conditions:

1. **Term.** The term of this Agreement will be for a period of five (5) years beginning June 10, 2021, and ending June 9, 2026. This Agreement may be extended for additional 5-year periods under the same terms and conditions set forth herein, with written agreement and approval by the Superintendent of Schools and the City Manager.

2. **Scheduling Uses.** Board or City facilities may be scheduled with the joint approval of the Superintendent of Schools and City Manager, or their respective designees. A Facility Use Authorization Form, a sample of which is attached as Exhibit “A,” will be prepared by the Board’s Real Estate Department for all uses. The Facility Use Authorization

Form will specify the conditions of use; such as dates, times, contact names and costs, if any. Outside Board or City facilities may be used without cost except for lighting, personnel or other reimbursable costs. Interior, short-term uses of facilities by Board or City, defined as uses not exceeding ten (10) days per year, may be permitted without cost if appropriate staff is already scheduled to be on duty and provided that utilities are not required beyond scheduled run times. Interior, long-term uses of facilities by Board or City, defined as uses exceeding ten (10) days per year, may require payment of direct costs, such as room rates, utility and personnel. The Facility Use Authorization Form will be considered an amendment to the Agreement when executed by both parties.

3. **Facilities Owned by Board.** The Board agrees to make its facilities available when the use thereof does not interfere or conflict with any Board programs. Use of said facilities will not be earlier than 8:00 a.m. nor later than 11:00 p.m.

4. **Facilities Owned by City.** The City agrees to make its facilities available when the use thereof does not interfere or conflict with any City programs. Use of said facilities will conform with the hours the facilities are normally open to the public.

5. **Payment for Use of Facilities When Normally not Open.** If one party desires to use the other party's facilities at a time other than normally open, the using party will be required to pay the direct costs incurred for said use; e.g., utility, personnel, and supply costs, at the prescribed rates of the facility owner. The Board and the City will only invoice each other when said direct costs exceed Fifty (\$50) Dollars. During vacations, holidays, staff-development or in-service days, and times when the facility owner normally has no staff on duty, the facility owner may need to provide facility-owner staff during the period of use of the facility by the other party. The personnel costs, and any other applicable direct costs, will be charged to the using party in the manner delineated in the first two sentences of this paragraph. Outside Board facilities may be used by the City for Approved

Special Events; if prior to the scheduled use all conditions of use and donations to the Schools are mutually agreed to by the Board, School administrators, and the City, or their respective designees.

6. **Return Condition of Facility.** The party using the facility agrees to return the play field or facilities and surrounding area to a clean and sanitary condition after use by that party or any of its agents or invitees.

7. **Supervision of Program.** Each party will provide its own personnel for the supervision of the programs it conducts.

8. **Restriction of Use.** Use of the subject premises by private parties or organizations or by business enterprises for profit is prohibited, unless specifically approved by the Superintendent of Schools and City Manager, or their respective designees. The Board and the City further agree to make no unlawful, improper or offensive use of the subject premises and all rights of the using party hereunder will be terminated by the Board or City in the event that such use is made thereof. All persons using facilities owned by the Board will abide by all Board policies, including Board policies which state that the consumption of tobacco products, including electronic cigarettes, or alcoholic beverages on Board property, including any outside areas, is prohibited. All persons using facilities owned by the City will abide by all City policies.

9. **Assignment, Inspection and Termination.** The Board and the City will not assign this Agreement or sublet the premises or any part thereof without the written consent of the other party. The Board and the City agree that each party and its officers, agents, and servants will have the right to enter and inspect the subject premises and the operation being conducted thereon at reasonable times.

This Agreement will remain in effect unless terminated by either party as follows:

- a) Upon breach of this Agreement by a party, the other party will give written notice of termination of this Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within five days from receipt of said notice, then the contract will terminate ten days from receipt of the written notice;
- b) Either party may terminate this Agreement by giving written notice to the other party that the Agreement will terminate thirty days from the receipt of said notice by the other party.

12. **Additional Facilities.** Additional Board or City facilities not specifically enumerated herein may be used at appropriate times and places with written approval of the Superintendent of Schools and City Manager or their respective designees.

13. **Unforeseen Questions.** The Board and the City agree that in the event of unforeseen questions arising out of the use of the said facilities or questions of use, questions will be settled in writing between the Superintendent and the City Manager or their respective designees for resolution of such questions concerning this Agreement.

14. **Notices.**

For the Board:

Charlene Beyer, Real Estate Department  
11111 S. Belcher Road  
Largo, FL 33773.

For the City:

Jay Hatch, City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708.

15. **Headings.** The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

16. **Liability:** The City and Board shall be liable for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, in the performance of this Agreement; provided, however, that the City's and Board's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement

*(Note: The remainder of the page is intentionally left blank.)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written:

*[Signature]*  
City Manager

**CITY OF MADEIRA BEACH**

*[Signature]*  
Attest: City Clerk

Approved as to form:  
*[Signature]*  
Office of City Attorney

**THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**

By: *[Signature]*  
Chairman

Attest: *[Signature]*  
Secretary

6/8/2021

Approved as to form:  
*[Signature]*  
School Board Attorney

# Exhibit "A"

## FACILITY USE AUTHORIZATION FORM

Date: Effective Date  
 To: Agency  
 Subject: Facility Use Request under the Agreement Between the School Board of Pinellas County and Agency effective x/x/xx (5 yrs)

Requestor:  
 Description of Use:  
 Facility(ies): **SAMPLE – Note: This form will be completed by Real Estate Department and submitted for signatures.**

Dates & Times:  
 Supervision By:

Coordinator (& Phone #) for School Board:  
 Coordinator (& Phone #) for Agency:

The following estimated costs will be incurred as a result of the said use:

Wages:	\$
Direct Costs	\$ 000.00
Other (List)	\$
	\$ _____
Total	\$ 000.00

The facility owner/representative \_\_\_\_\_ will invoice \_\_\_\_\_ for the above-described costs, which may vary if the actual use of facilities differs from that shown above. This form, when executed by the authorized representative for the School Board and the authorized agency representative, will be authorization to use the above described facility on the dates and times set forth herein. This additional use is granted under the terms and conditions of the above said agreement.

Additional conditions, if any:

**Agency**

**School Board of Pinellas County, Florida**

\_\_\_\_\_  
 Authorized Representative Date  
 for Agency

\_\_\_\_\_  
 Authorized Representative Date  
 for School Board  
 11111 S. Belcher Rd., Largo, Fl 33773

With copies to: Superintendent of Schools  
 Director, Accounting  
 Director, Auditing  
 Region (1-6) Superintendent  
 School Representative  
 School Bookkeeper  
 Agency Representative

RPC #

## Board of Commissioners Meetings Report (January 1, 2026 – March 31, 2026)



Prepared By:  
City Clerk  
April 1, 2026

**BOARD OF COMMISSIONERS – 01/01/2025 – 03/11/2025**

**TERM OF OFFICE**

Anne-Marie Brooks, Mayor (Vice Mayor to Mayor 6/14/2024)	3-Year Term (03/2023 – 03/2025)
Ray Kerr, Commissioner District 2	2-Year Term (03/2022 – 03/2026)
David Tagliarini, Vice Mayor/Commissioner District 1 (VM 7/10)	2-Year Term (03/2022 – 03/2026)
Eddie McGeehen, Commissioner District 3	2-Year Term (03/2023 – 03/2025)
Housh Ghovae, Commissioner District 4 (appointed 7/10/2024)	2-Year Term (07/2024 – 03/2025)

**BOARD OF COMMISSIONERS – 03/12/2025 – 12/31/2025**

**TERM OF OFFICE**

Anne-Marie Brooks, Mayor	3-Year Term (03/2023 – 03/2028)
Ray Kerr, Vice Mayor/Commissioner District 2 (VM 3/12/2025)	2-Year Term (03/2022 – 03/2026)
David Tagliarini, Commissioner District 1	2-Year Term (03/2022 – 03/2026)
Eddie McGeehen, Commissioner District 3	2-Year Term (03/2023 – 03/2027)
Housh Ghovae, Commissioner District 4	2-Year Term (07/2024 – 03/2027)

**BOARD OF COMMISSIONERS – 03/18/2026 – 12/31/2026**

**TERM OF OFFICE**

Anne-Marie Brooks, Mayor	3-Year Term (03/2023 – 03/2028)
Charles “Chuck” Dillon, Commissioner District 2	2-Year Term (03/2026 – 03/2028)
David Tagliarini, Commissioner District 1	2-Year Term (03/2022 – 03/2028)
Eddie McGeehen, Commissioner District 3	2-Year Term (03/2023 – 03/2027)
Housh Ghovae, Commissioner District 4	2-Year Term (07/2024 – 03/2027)

**ANNUAL SALARY - (City Charter, Section 2.2(B) and Ordinance 2023-23)**

Mayor	\$10,000
District Commissioner	\$7,500

**BOARD OF COMMISSIONERS MEMBERSHIP - OTHER GOVERNMENTAL BOARDS**

- **Mayor Anne-Marie Brooks**
  - [Barrier Islands Governmental Council \(BIG C\)](#) – The BIG C, incorporated in 1990, is a governmental council including eleven municipalities residing on the west coast of Florida, from St. Pete Beach to Clearwater: Belleair Beach, Belleair Shore, Clearwater, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, Treasure Island.
  - [Emergency Medical Services Advisory Council \(EMS\)](#) - The EMS Advisory Council is responsible for evaluating Pinellas County’s Emergency Medical Services system and making recommendations necessary to the EMS Authority on needs, problems, and opportunities relating to Emergency Medical Services.
  - [Forward Pinellas](#) – Mayor Brooks serves as Big C representative on the Forward Pinellas Board. Forward Pinellas is a land use and transportation planning agency that guides integrated transportation and land use solutions, sustaining economic value by connecting the communities of Pinellas County and the Tampa Bay region. The agency is charged with addressing countywide land use and transportation concerns, as both the Pinellas Planning Council and the Pinellas County Metropolitan Planning Organization. Forward Pinellas not only provides a forum for countywide decision-making on transportation and land-use issues, but also offers technical support, regional coordination, and policy advice and guidance to Pinellas County's 24 cities and unincorporated areas.
  - [Mayors’ Council of Pinellas County](#) – The primary objective of the Mayors’ Council is to promote improvement and efficiency in municipal government, promote cooperation

between officials of the municipalities of Pinellas County, and secure legislation that would be beneficial to its municipalities. The Mayor’s Council was formally established on May 3, 1977. Its membership consists of the mayors of the chartered municipalities of Pinellas County and other individuals who wish to be involved in council meetings.

- [Tampa Bay Beaches Chamber](#) (Member of the Board of Directors) – The Tampa Bay Beaches Chamber is a diverse group of businesses spread along the Gulf Beaches of Pinellas County, from Tierra Verde to Clearwater Beach. They take great pride in where they live, work, and play, and are there to help everyone discover new places to visit, shop, and live like a local along the beautiful Gulf Beaches.
  - [Tampa Bay Regional Planning Council \(TBRPC\)](#) – The TBRPC serves the citizens and member governments by providing a forum to foster communication, coordination, and collaboration in identifying and addressing regional issues and needs.
    - [2025-2029 Initiatives Plan – A Five-Year Strategic Roadmap](#)
  - [Florida League of Mayors](#) - The Florida League of Mayors is an organization for Mayors, founded and developed by Mayors. The organization provides the Mayors of Florida with the ability to explore, in great depth, areas of mutual concern and opportunity. Our membership statement is vision, leadership, and public service. The Florida League of Mayors is governed by a Board of Directors. The membership is held by the municipality, and the Mayor is the primary participating member. Vice Mayors, Deputy Mayors, etc. are invited and encouraged to attend FLM events.
  - [Suncoast League of Cities \(SLC\)](#) – The SLC is a regional organization advocating for 25-27 member municipalities across three West Central Florida counties, from St. Leo to Gulfport. It supports local governments by promoting regional collaboration, providing education on municipal issues, and working with the Florida League of Cities (FLC) to influence state legislation.
- **Commissioner David Tagliarini**
    - [Gulf Beaches Public Library Board](#) (Alternate trustee member) – The primary purpose of the Gulf Beaches Public Library Board is to govern and oversee the operations of the Gulf Beaches Public Library, ensuring it effectively serves the community’s educational, recreational, and cultural needs. The Board is responsible for establishing library policies, managing finances, and advocating for the library’s role within the community. The Board, composed of members appointed by the five municipalities it serves (Treasure Island, Madeira Beach, Redington Beach, North Redington Beach, and Redington Shores), provides the overall direction for the library.
      - Pinellas Public Library Cooperative <https://pplc.us/>

## CITY ORGANIZATION MEMBERSHIPS

- **City Memberships**
  - [Florida League of Cities \(FLC\)](#) - Founded in 1922, the Florida League of Cities is the united voice for Florida’s cities, towns, and villages. A nonpartisan organization, the League advocates on behalf of Florida’s cities and supports local leaders through specialized events, training, and resources. Guided by the principle of local voices making local choices, the organization highlights the vital role citizens and city leaders play in shaping Florida’s cities. As the government closest to the people, Florida’s cities are best positioned to address the unique needs of their communities.

**CONVERSATIONS WITH THE MAYOR**

- January 27, 2026, Mad Beach Cantina, 13205 Gulf Lane, Madeira Beach, FL 33708 (*lunch paid for by Bill Karns – Thank you!!*)
- February 11, 2026, Courtyard Marriott, Madeira Beach, FL 33708
- March 24, 2026, Madeira Beach Marina, 503 150<sup>th</sup> Avenue, Madeira Beach, FL 33708

**BOARD OF COMMISSIONERS TRAINING (City Hall)**

**BOARD OF COMMISSIONERS MEETING ATTENDANCE**

- January 14, 2026, BOC Regular Meeting – *All present*
- January 28, 2026, BOC Regular Workshop – *All present*
- February 4, 2026, BOC Regular Meeting – *All present*
- February 11, 2026, BOC Regular Workshop Meeting – *All present*
- February 26, 2026, BOC Special Meeting – *All present*
- March 4, 2026, BOC Regular Meeting – *All present*
- March 18, 2026, BOC Regular Workshop Meeting – Old Commission – *All present*
- March 18, 2026, BOC Regular Workshop Meeting – New Commission – *All present*
- March 27, 2026, BOC Special Meeting – *All Present*

**MEETING AGENDA ITEMS**

**PROCLAMATIONS**

January 14, 2026, BOC Regular Meeting

- Certified Registered Nurse Anesthetist Week; January 18-24, 2026

February 11, 2026, BOC Regular Workshop Meeting

- National 211 Day; February 11, 2026

March 4, 2026, BOC Regular Meeting

- Flood Awareness Week; March 9-15, 2026

**PRESENTATIONS**

February 4, 2026, BOC Regular Meeting

- Madeira Beach Fire Department – Firefighter of the Year
- Madeira Beach Fire Department – Recognition of 5-Years of Service
- Madeira Beach Fire Department - Recognition of Crew Members

February 11, 2026, BOC Regular Workshop Meeting

- Duke Energy – Theresa Crane with Duke Energy gave a presentation on Undergrounding

**APPROVAL OF MINUTES**

January 14, 2025, BOC Regular Meeting – *Approved 5-0*

- 12-10-2025, BOC Regular Workshop Meeting Minutes
- 12-10-2025, BOC Regular Meeting Minutes

February 4, 2026, BOC Regular Meeting – Approved 5-0

- 01-14-2026, BOC Regular Meeting Minutes

March 4, 2026, BOC Regular Meeting – Approved 5-0, with a change to the 01/28/2026 BOC Regular Workshop Meeting Minutes to add a last name to a person who gave public comment

- 01-28-2026, BOC Regular Workshop Meeting Minutes
- 02-04-2026, BOC Regular Meeting Minutes
- 02-11-2026, BOC Regular Workshop Meeting Minutes
- 03-04-2026, BOC Regular Meeting Minutes

**PUBLIC HEARINGS – ORDINANCES**

**Ordinance 2025-01, New Personnel Policy (Adopted 04/02/2025) – UNFINISHED BUSINESS – FOR FUTURE AMENDMENT TO THE NEW PERSONNEL POLICY (ORDINANCE 2025-01),**

- April 16, 2025, BOC Regular Workshop – Tuition Reimbursement. The City Attorney says that the personnel policy states that approval of any specific reimbursement request is at the sole discretion of the human resources staff, who must weigh all relevant facts and policies in granting or denying any request. The human resources staff decides how long someone should stay after completing the course. The Mayor said that was a problem. It would not be fair to let a single individual determine how long a person should stay (with the city) after receiving tuition reimbursement, as favoritism could come into play. That is why she asked that the policy be returned to them. She would rather “a year” be placed there. The Board consented to a one-year commitment for an associate's degree, a two-year commitment for a bachelor's degree, and a two-year commitment for a master's degree. The City Attorney will bring an amendment to the Board.

**Ordinance 2025-20, Certified Recovery Residences – Adopted 01/14/2026**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE VI (SUPPLEMENTAL DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) THE LAND DEVELOPMENT REGULATIONS BY CREATING DIVISION 16, “CERTIFIED RECOVERY RESIDENCES”; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR REQUESTS FOR REASONABLE ACCOMMODATIONS; PROVIDING FOR REVOCATION OF REASONABLE ACCOMMODATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

- November 12, 2025, BOC Regular Workshop
- December 10, 2025, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- January 14, 2026, BOC Regular Meeting – 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

**Ordinance 2026-01, Calling the March 10, 2026 Municipal Election – Adopted 02/04/2026**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CALLING FOR A MUNICIPAL ELECTION ON MARCH 10, 2026, FOR THE PURPOSE OF ELECTING A COMMISSIONER FOR DISTRICT TWO (2); PROVIDING FOR PUBLICATION; AUTHORIZING ELECTION EXPENDITURES; IDENTIFYING THE PINELLAS COUNTY CANVASSING BOARD

AS THE CANVASSING BOARD FOR THE MARCH 10, 2026 MUNICIPAL ELECTION; PROVIDING FOR POLLING PLACE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 14, 2026 BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- February 4, 2026, BOC Regular Meeting – 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

**Ordinance 2026-02, Nonconforming Time Limitations**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE III (NONCONFORMANCES) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO CLARIFY WHEN SUCH SECTIONS APPLY; TO CLARIFY THE DEADLINE FOR NONCONFORMING STRUCTURES TO BE REPAIRED; TO EXTEND SUCH DEADLINE FOR HURRICANES HELENE AND MILTON RELATED DAMAGE; TO CLARIFY THAT SECTION 110-95 AND SECTION 110-96 DO NOT HAVE TIME LIMITATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 28, 2026, BOC Regular Workshop
- February 4, 2026, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- March 4, 2026, BOC Regular Meeting – 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

**Ordinance 2026-03, 555 150th Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial**

- 03/18/2026, BOC Regular Workshop Meeting

**PUBLIC HEARINGS – ALCOHOLIC BEVERAGE LICENSE APPLICATIONS**

**RESOLUTIONS**

**Resolution 2026-01, Emergency Bridge Loan, \$3,148,500**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA AUTHORIZING THE EXECUTION AND DELIVERY OF THE FORM OF ATTACHED LOAN DOCUMENTS BETWEEN THE CITY AND THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE FOR A PRINCIPAL AMOUNT OF \$3,148,500.00 TO FUND GOVERNMENTAL OPERATIONS; MAKING CERTAIN FINDINGS OF PARAMOUNT PUBLIC PURPOSE; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE INDEBTEDNESS; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE PROMISSORY NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; DESIGNATING AN OFFICIAL WITH AUTHORITY TO EXECUTE DOCUMENTS WITH RESPECT TO THE LOAN; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

- January 14, 2026 BOC Regular Meeting – *Approved 5-0*

**CONTRACTS/AGREEMENTS/PURCHASES/LEASES**

- Placer.AI Software Agreement – Year 1 \$12,000; Year 2 \$13,500; Year 3 \$15,000
  - October 22, 2026 Boc Regular Workshop

- January 14, 2026 BOC Regular Meeting – *Approved 5-0*
- Tampa Bay Psychology Associates Contract Renewal - Individual counseling sessions: \$165 per hour (most commonly utilized service), Crisis and emergency response services, including onsite response during critical incidents or debriefings: \$250 per hour, and Training, peer support, or general education services: \$300 per hour
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- Madeira Beach City Hall Elevator Emergency Purchase – Emergency Repair \$32,247.88
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- 2026 Ford F550 4X4 Dump Truck Purchase - \$90,780
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- Public Works Building Conceptual Rendering Approval – Estimated 2.5 million construction cost
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- Madeira Beach Youth Baseball and Softball Agreement - Madeira Beach Youth Baseball and Softball would pay \$2,500 per season, spring and fall, for the use of the facilities. Additionally, the League would pay \$10 a player per season, up to 250 registered players, for the utilization of the fields
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- RFP 25-17 – City of Madeira Beach Fireworks Displays – 2026 Contract – May 1<sup>st</sup> Display \$5,000; July 4<sup>th</sup> Display \$35,000; December 11<sup>th</sup> Display \$5,000
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- Tom & Kitty Stuart Restroom Purchase Approval - \$138,651.62
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- Professional Engineering & Permitting Proposal Approval – John’s Pass Jetty Sidewalk Replacement - \$74,900
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- Archibald Park Snack Shack – Kimley-Horn Historic Preservation Ordinance Scope of Work - \$54,000
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*

- City Photographer Contract (terminates 12/ 31/2026) - \$36,500/Year for events listed in contract; \$200/HR for any additional items. Includes production, editing, and posting
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- DSK Law – Engagement Letter Renewal - \$225 per hour plus costs for each actual attorney hour worked and \$65 per hour for each paralegal hour worked with regard to the engagement.
  - March 4, 2026, BOC Regular Meeting – *Approved 5-0*
- Area 9 Roadway and Drainage Improvement Project Engineering Scope Approval - \$439,494.44, proposed for design, permitting, bidding, and construction administration cost.
  - February 11, 2026, BOC Regular Workshop
  - March 4, 2026, BOC Regular Meeting – *Approved 5-0*
- Approval of FEMA Category A Closeout for Hurricane Helene and Hurricane Milton
  - March 4, 2026, BOC Regular Meeting – *Approved 5-0*

## PROPERTY DISCUSSIONS AND APPROVAL

- Vacant Property at 217 150th Avenue, located behind Kava Coffee Shack
  - January 28, 2026, BOC Regular Workshop Meeting - The consensus of the Board was to table all discussion of the property until a proposal that falls within appropriate zoning and best use of the property is presented.
  - March 4, 2026, BOC Regular Meeting – *Failed 4-1, Vice Mayor Kerr in favor*

## LIEN REDUCTION/FEE WAIVER REQUESTS

- Special Magistrate Lien at 703 Sunset Cove, Madeira Beach, Case No. 24-233 (Baker-Cianciulli)
  - January 14, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting
  - February 11, 2026, BOC Regular Workshop Meeting
  - March 4, 2026, BOC Regular Meeting – *Approved 5-0, to reduce the fine amount to \$2,000 to be paid within 30 days, or it reverts to the original fine amount.*
- Lot Mowing Lien and Special Magistrate Liens - 13225 2nd Street East, Madeira Beach – Case Nos. 14-68, 08.04, 08.24, 08.07 and 09.39 (Simonetta and Discount Properties of Florida LLC)
  - March 18, 2026, BOC Regular Workshop Meeting
  - **April 8, 2026, BOC Regular Meeting**

## BOARD APPOINTMENTS

## WORKSHOP AGENDA SETTING FOR UPCOMING WORKSHOP LIST

January 14, 2026, BOC Regular Meeting (January 22, 2026, BOC Regular Workshop)

- Contractual Agreement with Tampa Bay Psychology Associates
- Area 9 Design/Engineering Scope Discussion

- CXT Bathroom Purchase Discussion
- Public Works Building Rendering Discussion
- Photography Contract Quotes
- GrantWorks Piggyback Contract with Texas Standard
- Fireworks RFP
- Board of Commissioners Expenditure Report for FY 2025 & FY 2026 (City Clerk)Added:

Added:

- Parking Signage Update
- Parking Garage Update
- John’s Pass Jetty Sidewalk Update
- Kitty Stuart Park Update
- Vacant Property behind Kava Coffee Shack, mentioned by Vice Mayor Kerr, - staff to provide current zoning regulation and land use regulation for the vacant property
- Discuss how to recognize Residents who go above and beyond for the City

February 4, 2026, BOC Regular Meeting (February 11, 2026, BOC Regular Workshop)

- Area 9 Design and Permitting Proposal Discussion
- John’s Pass Village Parking Garage Discussion
- Hearing Officer Agreements

Added:

- Special Magistrate Lien 703 Sunset Cove, Madeira Beach – Case No. 24-233 (Baker-Cianciulli)
- Sanitation
- Key to the City Recipient Discussion
- Sample Forms for Business or Citizen Recognition/Appreciation (tentative)
- Purple Heart Recipient and Progress with the American Legion
- Meeting Schedule Setting to Streamline Items on Agenda
- Office for the Board of Commissioners at City Hall

March 4, 2026, BOC Regular Meeting (March 18, 2026, BOC Regular Workshop)

- Samples of Recognition and Appreciation Forms and an Explanation Form of why the person was chosen to receive Recognition
- GrantWorks Piggyback Contract with Texas Standard
- John's Pass Village Parking Garage Discussion
- 555 150th Avenue Rezoning to C-4, Marine Commercial
- ITB #26-01 City Hall Elevator
- RFP #26-02 Holiday Decorations throughout the City
- Lot Mowing Lien and Special Magistrate Liens - 13225 2nd Street East, Madeira Beach - Case Nos. 14-68, 08.04, 08.24, 08.07 and 09.39 (Simonetta and Discount Properties of Florida LLC)
- Gulf Beaches Public Library, Inc. - Audited Financial Statements, September 30, 2025

**BOC WORKSHOP MEETING DISCUSSIONS**

January 14, 2026, BOC Regular Meeting

- Snack Shack Update

January 28, 2026, BOC Regular Workshop

- Discuss how to Recognize Residents who go above and beyond for the City
- Vacant Property at 217 150<sup>th</sup> Avenue, located behind Kava Coffee Shack
- Board of Commissioners Expenditure Report – FY 2024, 2025 & 2026 (Moved to future budget workshop)
- Special Magistrate Lien at 703 Sunset Cove, Madeira Beach – Case No. 24-233 (Baker-Cianciulli)
- City Manager Search Update
- City Photographer Contract Quotes
- Ordinance 2026-02, Nonconforming Time Limitations
- John’s Pass Village Parking Garage Discussion
- Discussion and Approval of Contractual Agreement with Tampa Bay Psychology Associates, LLC
- Public Works Building Conceptual Rendering Discussion
- John’s Pass Jetty Sidewalk Design Discussion
- Archibald Snack Shack Update
- Tom & Kitty Stuart Park Bathroom and Post Storm Update
- Madeira Beach Youth Baseball and Softball Contract Renewal
- Madeira Beach Market Relocation Request
- Award of RFP 25-17 City of Madeira Beach Fireworks
- Gulf Beaches Public Library Time Capsule

February 11, 2026, BOC Regular Workshop Meeting

- Key to the City (Nomination request by Commissioner Ghovae)
- Office for the Board of Commissioners at City Hall
- Sanitation Services Discussion
- Purple Heart Recipient – Progress Update with American Legion
- Meeting Schedule Setting to Streamline Items on Agenda
- Special Magistrate Lien at 703 Sunset Cove, Madeira Beach – Case No. 24-233 (Baker-Cianciulli)
- Area 9 Roadway and Drainage Improvement Project Discussion
- Schedule a Special Meeting for the last week of February regarding City Manager Search
- Food Trucks at Archibald Park due to conflicting ordinance language and statutory requirements

March 18, 2026, BOC Regular Workshop Meeting

- Reporting The Official March 10, 2026 Municipal Election Results
- Oath of Office – David Tagliarini, Commissioner District 1
- Oath of Office – Charles “Chuck” Dillon, Commissioner District 2
- Reduction of Lien Request: Lot Mowing Lien and Special Magistrate Liens - 13225 2nd Street East, Madeira Beach – Case Nos. 14-68, 08.04, 08.24, 08.07 and 09.39 (Simonetta and Discount Properties of Florida LLC)
- Gulf Beaches Public Library, Inc. - Audited Financial Statements, September 30, 2025
- City Hall Elevator Replacement
- Ordinance 2026-03, 555 150th Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial

- Parking Garage Feasibility Study Quotes
- Approval to Purchase Self-Contained Breathing Apparatus from Municipal Emergency Services (MES) - Piggyback on Lake County Contract 22-730G
- John’s Pass Dredging Update

**BOC SPECIAL MEETINGS – SHADE MEETINGS**

**BOC SPECIAL MEETINGS - GENERAL**

- February 26, 2026, BOC Special Meeting – City Manager Applications – the BOC consented to interviewing 7 City Manager Candidates
  1. Stanley Hawthorne
  2. Michael Helfrich
  3. Debbie Manns
  4. Timothy Owens
  5. Raymond Palmer
  6. Lynne Ladner
  7. Adrian Jones

- March 27, 2026, BOC Special Meeting – City Manager Candidate Presentations and Finalist/s Selection

Presentations

- Stanley Hawthorne
- Michael Helfrich
- Debbie Manns
- Timothy Owens
- Lynne Ladner

Candidate Finalist Selection

- Michael Helfrich – *Approved 5-0*

**BOC SPECIAL MEETINGS – FY 2027 MILLAGE RATE & FY 2027 BUDGET HEARINGS**

September 9, 2026, BOC Special Meeting; 5:45 p.m.

- Ordinance 2026-XX, FY 2027 Tentative Millage Rate Ordinance – 1<sup>st</sup> Reading & Public Hearing
- Ordinance 2026-XX, FY 2027 Tentative Budget – 1<sup>st</sup> Reading & Public Hearing

September 23, 2026, BOC Special Meeting; 5:45 p.m.

- Ordinance 2026-XX, FY 2027 Final Millage Rate Ordinance – 2<sup>nd</sup> Reading & Public Hearing
- Ordinance 2026-XX, FY 2027 Final Budget – 2<sup>nd</sup> Reading & Public Hearing

**BOC BUDGET WORKSHOPS**

- Wednesday, April 29, 2026 BOC Budget Workshop #1
- Wednesday, May 27, 2026 BOC Budget Workshop #2

- Wednesday, June 24, 2026 BOC Budget Workshop #3
- Wednesday, July 22, 2026 BOC Budget Workshop #4
- Wednesday, August 26, 2026 BOC Budget Workshop #5

**TOWN HALL MEETINGS/COMMUNITY MEETINGS – COMMISSION CHAMBERS**

- November 15, 2025, Town Hall Meeting #1 for Input to Develop the New Property, 555 150<sup>th</sup> Avenue, Madeira Beach & Jetty
- November 19, 2025, Town Hall Meeting #2 for Input to Develop the New Property, 555 150<sup>th</sup> Avenue, Madeira Beach & Jetty
- February 3, 2026, Town Hall Meeting #3 for Input to Develop the New Property, 555 150<sup>th</sup> Avenue, Madeira Beach
- City of Madeira Beach Candidate Forum – Commissioner District 2 (Hosted by League of Women Voters of St. Petersburg Area)
- February 7, 2026, Town Hall Meeting #4 for Input to Develop the New Property, 555 150<sup>th</sup> Avenue, Madeira Beach

**LETTER OF SUPPORT ITEMS**

**REPORTS/CORRESPONDENCE – BOARD OF COMMISSIONERS & CHARTER OFFICERS**

January 14, 2026 BOC Regular Meeting

- **Board of Commissioners – Reports/Correspondence**

Commissioner Tagliarini presented a PowerPoint on the pocket park project, funded by ARPA (American Rescue Plan Act) funds. He showed before-and-after photos of street-end pocket parks that had been improved with pavers, seating, landscaping, and irrigation. He praised Director Wepfer for completing the project within budget and highlighted how the improvements had enhanced the neighborhoods and public access.

Acting City Manager Belk said he received a Public Comment Card from John Lipa, 399 150<sup>th</sup> Ave. Unit 117C. He asked why the City is considering the Kava Shack location for utility vehicle storage. Vice Mayor Kerr said he would be happy to put something together on his thoughts on it. Mayor Brooks said it is on the workshop agenda for discussion.

- **Board of Commissioners – 2026 Meeting Schedule**

The Commission reviewed the 2026 meeting schedule with no changes or comments.

- **Board of Commissioners – 2025 BOC Annual Meetings Report (Informational)**

The City Clerk presented the 2025 BOC Annual Meetings Report and noted that she had already begun the 2026 report. The Commission expressed appreciation for her work.

- **City Clerk Report**

The City Clerk referred to her earlier report on the election ordinance and noted that she had no additional comments. She asked the Acting City Manager to give an update on the elevator.

Acting City Manager Belk said they are not in compliance with the ADA regarding the elevator. They have a little leeway because they are making a good-faith effort. \$30,000 were paid for repairs, but it took months to get the parts. \$32,000 more repairs were identified. He made an emergency purchase, which will be brought to the Board to ratify. The City Clerk said the elevator needs to be fixed by June 1st because they cannot have the August primary election at the library. The Acting City Manager said they are looking into replacing the elevator.

- **City Attorney**

The City Attorney had nothing to report.

- **Acting City Manager**

The Acting City Manager reported that the City's appropriation requests were moving forward with some traction, and the City's lobbyist had been authorized to negotiate on the City's behalf.

#### February 4, 2026 BOC Regular Meeting

- **Board of Commissioners – Reports/Correspondence**

Commissioner Ghovae reported that he met with FDOT regarding the possible replacement of the Tom Stuart Bridge. He will provide a better report later, once he has more information.

Commissioner McGeehen said last evening's Town Hall was fantastic and hopes to see residents at the Saturday Town Hall at 11:00 a.m.

- **Board of Commissioners – 2026 Meeting Schedule**

City Attorney Trask questioned the need to appear at every meeting, suggesting it be listed only when there is a specific issue or scheduling conflict requiring discussion. The Board agreed to remove the item from future agendas unless necessary. The City Clerk provided an update on the online calendar, noting that it is available on the City website alongside agenda packets and has already been built out through March 2026.

- **Board of Commissioners – 2026 BOC January Meetings Report (Informational)**

The report was added for informational purposes.

- **City Clerk**

The City Clerk said the election process was proceeding smoothly. She directed one candidate to call the Florida Division of Elections for responses to campaign finance reporting questions.

- **City Attorney**

The City attorney had nothing to report.

- **Acting City Manager**

The Acting City Manager reported that the dredging project is set to mobilize on Monday, February 9th. Public Works removed all debris and loose pavers from Tom & Kitty Stuart Park. The four parking spaces are not available. Public Works worked to get the 148th beach access ready for opening.

March 4, 2026 BOC Regular Meeting

- **Board of Commissioners – Reports/Correspondence**

Vice Mayor Kerr noted this might be his last board meeting with elections on March 10th. He expressed appreciation to the Board and Mayor, acknowledging that while they can be contentious and disagree, their voting record shows they are largely unified except on passionate issues. He planned to do everything possible to get reelected but appreciated working with City staff, and if not reelected, would continue attending meetings as he did before being elected.

Mayor Brooks responded that it had been a pleasure serving with him and that she would expect to see him in the audience regardless of the election outcome, as he was there before he was elected.

Mayor Brooks referenced the Big-C meeting packet, included for commissioners to review, which included Pinellas County's Critical Infrastructure Flood Vulnerability Assessment presentation, noting it was good information, though not all of it was relevant to Madeira Beach since they are not included in everything county-wide.

Commissioner Ghovae raised several items:

- Requesting more attention to website maintenance and keeping it up to date
- Expressing concern about high costs for services, contracts, design, and construction fees, suggesting a workshop to address cost reduction
- Questioning whether election dates could be moved from March to November to reduce the approximately \$10,000 cost
- He mentioned meeting with Bay News 9 reporter Josh Rojas about Kitty Stuart Park and requested a neighborhood meeting to gather resident input and find solutions satisfactory to 90% of people

Mayor Brooks responded extensively to the Kitty Stuart Park discussion, noting exhaustive prior commission conversations and Director Wepfer's plans for a permanent restroom structure, landscaping, and picnic table additions. She expressed frustration with community dissension over a park that is functioning as intended, particularly post-storm, when staff is working to build back better. She noted the park's previous safety issues when women could not walk through due to pavilion occupants.

Mayor Brooks emphasized the Commission's commitment to listening and accessibility through multiple avenues - five-minute public comments, phone availability, and monthly "Conversations with the Mayor" sessions that are well-attended by people bringing ideas rather than complaints. She expressed disappointment that some community voices choose to tear down rather than build up the City and Commission, while emphasizing her consistent message of kindness and respect among commissioners, even when disagreeing.

Commissioner Ghovae agreed to work with staff to schedule a town hall meeting in commission chambers with at least 30 days' notice. City Attorney Trask advised against holding it at the park due to Sunshine Law requirements for proper noticing, public access, and minute-taking.

Vice Mayor Kerr suggested meeting individually with interested parties first to understand their solutions, noting that the parking lot would remain a parking lot regardless of meetings. Commissioner Ghovae commended staff for quickly implementing the four resident-only parking spaces and confirmed the meeting would be in chambers, likely on a Saturday morning.

Commissioner McGeehan noted Kitty Stuart Park's progress and expressed that the past three years working alongside Vice Mayor Kerr had been a pleasure, noting they may not always agree but leave meetings shaking hands, which was positive for the City through catastrophic events.

- **Board of Commissioners – 2025 BOC February Meetings Report (Informational)**

The report was added for informational purposes.

- **City Clerk Report**

City Clerk VanBlargan reminded all registered voters to vote on March 10, 2026.

- **City Attorney**

The City Attorney had no report.

- **Acting City Manager**

The Acting City Manager had no report.

## **RESPOND TO PUBLIC COMMENTS/QUESTIONS**

### January 14, 2026, BOC Regular Meeting

The Commission addressed two main topics from public comments:

1. Jerry Cantrell regarding pay increases for the Board of Commissioners.

Commissioner Tagliarini said he would like the discussion to continue and that, if a pay raise is approved, he would either decline it or return it to the City to avoid any conflict of interest. He thought they needed to be competitive. The Commission agreed to add this topic to the February workshop agenda. The City Clerk noted that any change would require an ordinance, and it would need to be adopted at least six months before the next election to take effect.

2. The public comments regarding the Kava Coffee Shack Property.

The Commission acknowledged the strong public opposition to using this property for public works, particularly regarding traffic concerns expressed by residents of the adjacent condominiums. They will discuss it at the next workshop meeting.

February 11, 2026, BOC Regular Workshop Meeting

1. Stephanie Berry, on behalf of John's Pass Committee – request for the City to consider adding a line item to next year's budget, similar in structure to the parking garage initiative. It would not be an expenditure; rather, it would be a framework that enables them to formally collaborate with the City to design, implement, and expand profitable community events. Their aim is to help generate revenue through events that attract more visitors, support local businesses, and build long-term economic strength.

The Commission discussed the comment. The City Attorney said there is no public purpose involved in providing a benefit to those commercial businesses. If the City were to set aside the funds for power washing sidewalks, painting, or parking lot replacement or repairs, that would be fully acceptable. He would avoid raising money and giving it to John's Pass businesses. There is no public purpose in that. Director Wepfer said there must have been confusion because she spoke to Stephanie Berry today and explained that the City already has a line item in the general fund for John's Pass, and that within that is maintenance, grounds, and parks, which cover John's Pass Village and all the right-of-way. Within that same budget, there is another line item for the maintenance of John's Pass Park. That covers all the grounds and pavers. She has the pavers pressure-washed every quarter, although not all of them are owned by the City. They are all pressure-washed.

2. Chris DiGiovanni's concern that Kitty Stuart Park might be used for purposes other than its original purposes. He shared his vision for the park.

Mayor Brooks explained that Kitty Stuart Park would remain a park. That had been discussed many times before, the City is actively working to restore Kitty Stuart Park. Director Wepfer provided an update on the project and the expected completion timeline.

March 4, 2026, BOC Regular Meeting

1. Mr. Dillon thanked the City for opening the parking spots and mentioned that everyone can vote in the election regardless of the district they live in.

Mayor Brooks said Mr. Dillon's comments about voting did not require any discussion.

2. What the City is doing to prepare for hurricane season

Mayor Brooks said the City is not moving downstairs, and the library has done its own floodproofing. It had nothing to do with the City. The downstairs can only be used for storage. She was not sure if the Recreation Department sealed their windows and doors but would be interested to know. The Acting City Manager said the Fire Department is 13 feet above the elevation, and if they flood, they would be in bad shape. The wind-driven rain still gets through, even if they replace the doors.

Mayor Brooks was interested in the amphibious duck. The Acting City Manager said he researched a similar vehicle, the MRAP (Mine-Resistant Ambush Protected Vehicle). It looks like it would work when the water is flowing and the vehicle travels at 7 miles per hour.

March 27, 2026, BOC Special Meeting

1. Greg Chassin, 14080 W. Parsley Drive, Madeira Beach, on behalf of Killius and Chassin Development, LLC, read a letter from Joseph Petraglia in Community Development before purchasing the property located at 14140 East Parsley Drive, confirming that no foreseen challenges with redevelopment were anticipated. They could demolish the existing structure and construct a new duplex, provided they complied with the setbacks. Based on that information, they purchased the property on February 4, 2026, for \$276,000. After closing on the property, they were notified by the Building Department that a duplex would not be permitted because a prior owner allegedly had not maintained a business tax license, something they had no knowledge of and no ability to control. He said they were seeking a reasonable solution.

Mayor Brooks addressed the earlier public comment from Greg Chassin regarding his property development issue, stating that she would work with the city manager and community development to investigate the matter and bring it back to a Commission meeting for clarity.

## CITY CLERK'S REPORT APRIL 2026

### CITY CLERK - RECORDS MANAGEMENT

#### JustFOIA

The City Clerk's Office uses JustFOIA, a public records tracking software, to manage public records requests from start to finish, and ensure compliance by redacting confidential and exempt information and applying applicable statutory redaction requirements.

<https://madeirabeachfl.gov/public-records/>

2022: Public Records Requests Forms Received - 230  
 2023: Public Records Requests Forms Received - 390  
 2024: Public Records Requests Forms Received - 206  
 2025: Public Records Requests Forms Received – 318  
 2026: Public Records Requests Forms Received – 116 (January – March)

This information does not include public records requests received by other means, such as by email, phone, or in person.

#### Laserfiche

Laserfiche is an automation and document management system used by the City Clerk's Office to securely capture, organize, and centralize digital documents. The City Clerk's Office continues to scan and upload documents to Laserfiche, all while maintaining data security and accessibility by redacting confidential and exempt information and applying applicable statutory redaction requirements. The public documents in Laserfiche are available to the public at any time through the public portal on the City's website:

<https://portal.laserfiche.com/Portal/Welcome.aspx?repo=r-a9b9ccd6&preview=EQ9FtF2&ref=designer>

### MARCH 10, 2026 MUNICIPAL ELECTION

The following newly elected District Commissioners were sworn into office at the 4:00 p.m. Board of Commissioners Regular Workshop Meeting on Wednesday, March 18, 2026, to serve a 2-year term in their Commission Seat:

- Commissioner District 1: David Tagliarini
- Commissioner District 2: Charles "Chuck" Dillon

Annual Salary of District Commissioners: \$7,500

**CONGRATULATIONS!!**



Commissioner District 1: David Tagliarini (2022-2028)



Commissioner District 2: Charles “Chuck” Dillon (2026-2028)

#### **Appointment of Vice Mayor (City Charter, Section 4.4)**

The Board of Commissioners will appoint a Vice Mayor on Wednesday, April 8, 2026, at its 6:00 p.m. BOC Regular Meeting. The term for Vice-Mayor is for one (1) year. The Vice Mayor acts as Mayor during the absence or disability of the Mayor. If required to act as Mayor for a period in excess of thirty (30) days, the Vice Mayor receives the compensation of the Mayor retroactive to the date upon assuming the Mayor's duties.

### Contact Information for Newly Elected Commissioners

- Commissioner David Tagliarini  
Cell: 727-486-9779;  
Email: [dtagliarini@madeirabeachfl.gov](mailto:dtagliarini@madeirabeachfl.gov)
- Commissioner Charles "Chuck" Dillon  
Cell: 727-631-9173  
Email: [cdillon@madeirabeachfl.gov](mailto:cdillon@madeirabeachfl.gov)

### Appreciation Plaque - Ray Kerr

The Board of Commissioners will present an appreciation plaque to former commissioner Ray Kerr for his four years of service on the Board from March 2022 to March 2026 at the 6:00 p.m. Board of Commissioners Regular Meeting on May 13, 2026.

During his four years as District Commissioner 2, Ray Kerr served as Vice Mayor from April 2023 to April 2024 and from April 2025 to March 2026.

### CONTACT THE CITY CLERK FOR ADDITIONAL INFORMATION

\*For additional information, please contact City Clerk Clara VanBlargan at 727-391-9951, ext. 231, or [cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov).