



**BOARD OF COMMISSIONERS  
REGULAR MEETING AGENDA  
Wednesday, May 08, 2024 at 6:00 PM  
Commission Chambers, 300 Municipal Drive,  
Madeira Beach, FL 33708**

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

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1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE - City Attorney Thomas Trask**
3. **ROLL CALL**
4. **APPROVAL OF THE AGENDA**
5. **PROCLAMATIONS - Mayor/City Clerk**
  - A. Proclamation: National Safe Boating Week; May 18 – 24, 2024
  - B. Proclamation: 55th Annual Municipal Clerks Week; May 5 – 11, 2024
  - C. Proclamation: National Public Works Week; May 19 - 25, 2024
6. **PRESENTATIONS (limited to 10 minutes each)**

7. **PUBLIC COMMENT**

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

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

*For any quasi-judicial public hearings that might be on the agenda, an affected person may become a party to a quasi-judicial proceeding and can be entitled to present evidence at the hearing, including*

*the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a notice of intent to be a party with the Community Development Director not less than five days prior to the hearing.*

## **8. APPROVAL OF THE MINUTES**

- [A.](#) 2024-04-10, BOC Regular Meeting Minutes
- [B.](#) 2024-04-24, BOC Budget Workshop Meeting Minutes
- [C.](#) 2024-04-24, BOC Regular Workshop Meeting Minutes

## **9. CONSENT AGENDA**

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

## **10. PUBLIC HEARINGS**

- [A.](#) Ordinance 2024-04, Special Magistrate - Code Enforcement - 2nd Reading & Public Hearing
- [B.](#) Ordinance 2024-06, Special Magistrate Compensation - 2nd Reading & Public Hearing
- [C.](#) Ordinance 2024-05, Fees & Collection Procedures Manual FY 2024 Update - 2nd Reading & Public Hearing
- [D.](#) Ordinance 2024-02 Open Accessory Structures, 1st Reading and Public Hearing
- [E.](#) ABP 2024-03 Sip & Scoop

## **11. UNFINISHED BUSINESS**

## **12. CONTRACTS/AGREEMENTS**

- [A.](#) Redington EMS Station Funding Agreement
- [B.](#) Approve Agreement with Mali Contracting Corp. to construct Code Enforcement/Satellite Office

## **13. NEW BUSINESS**

- [A.](#) Resolution 2024-03, FY 2024 Budget Amendment #2

## **14. STAFF REPORTS**

## **15. AGENDA SETTING - May 22, 2024, BOC Regular Workshop**

- [A.](#) City Manager's Employment Agreement - 2nd Amendment



- B. John's Pass Village Zoning
- C. Parking Garage Update
- D. Bicentennial Park
- E. Beach Chairs/Umbrellas on Sand in front of Caddy's Restaurant
- F. FY 2025 Gulf Beaches Public Library Budget
- G. Noise Ordinance
- H. HR, Classification, Compensation Study
- I. IAFF Collective Bargaining Agreement

## 16. REPORTS/CORRESPONDENCE

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

## 17. ADJOURNMENT

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

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



**PROCLAMATION**  
**National Safe Boating Week**  
**May 18 – May 24, 2024**

For nearly 90 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling, and fishing. During National Safe Boating Week, we want to bring special attention to this pastime and remind recreational boaters of a few tips to ensure that they and their loved ones are safe and responsible while exploring our nation's waterways.

Proper planning for a day of boating begins even before leaving home and getting a free vessel safety check, taking a safe boating course at the beginning of the boating season, filing a float plan with a trusted family member or friend, and checking the weather before boating are key steps to enjoy boating. Everyone should always wear a U.S. Coast Guard-approved life jacket while boating. Drowning remains the number one cause of death for recreational boaters each year, and most drowning victims in recreational boating accidents are not wearing a life jacket. Safe and responsible boating includes never operating a boat while under the influence of drugs or alcohol and knowing basic navigation rules.

National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters to have a safer, more fun experience out on the water.

**Whereas**, on average, 700 people die each year in boating-related accidents in the U.S.; approximately three-fourths of these are fatalities caused by drowning. The vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

**Whereas**, a significant number of boaters who lose their lives by drowning would be alive today had they worn their life jacket; and

**Whereas**, to combat these statistics, the National Safe Boating Council, in partnership with the U.S. Coast Guard and the National Association of State Boating Law Administrators, will launch the annual North American Safe Boating Campaign during National Safe Boating Week. The Campaign is designed to reach more than 70 million boaters around North America and communicates this year's life-saving message: Boat Smart. Boat Safe. Wear It: and

**Now, Therefore**, I, James "Jim" Rostek, Mayor of the City of Madeira Beach, Florida do hereby support the goals of the North American Safe Boating Campaign and proclaim May 18-24, 2024 as National Safe Boating Week and urge all boaters to Boat Smart, Boat Safe, and Wear it. Proclaimed this 8<sup>th</sup> day of May 2024.

\_\_\_\_\_  
 James "Jim" Rostek, Mayor  
 City of Madeira Beach, Florida

# Proclamation

55<sup>TH</sup> ANNUAL MUNICIPAL CLERKS WEEK  
May 5 – 11, 2024

*Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and*

*Whereas, The Office of the Municipal Clerk is the oldest among public servants, and*

*Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels, and*

*Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.*

*Whereas, The Municipal Clerk serves as the information center on functions of local government and community.*

*Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county, and international professional organizations.*

*Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.*

*Now, Therefore, I, James "Jim Rostek, Mayor of the City of Madeira Beach, do recognize the week of May 5, 2024 through May 11, 2024, as Municipal Clerks Week, and I further extend appreciation to our Municipal Clerk, Clara VanBlargan, and her staff, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

*Dated this 8<sup>th</sup> day of May 2024*

Mayor \_\_\_\_\_  
*James "Jim" Rostek*

Attest: \_\_\_\_\_  
*Clara VanBlargan, City Clerk*



## National Public Works Week Proclamation

### May 19–25, 2024

### “Advancing Quality of Life for All”

**WHEREAS**, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of the City of Madeira Beach, Florida; and,

**WHEREAS**, infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment, and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

**WHEREAS**, it is in the public interest for the citizens, civic leaders, and children in the City of Madeira Beach, Florida, to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

**WHEREAS**, the year 2024 marks the 64<sup>th</sup> Annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association;

**NOW THEREFORE**, I, James “Jim” Rostek, Mayor of the City of Madeira Beach, Florida do hereby designate the week May 19–25, 2024 as

### National Public Works Week

and urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Madeira Beach, Florida, to be affixed this 8<sup>th</sup> day of May 2024.




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James “Jim” Rostek, Mayor  
City of Madeira Beach, Florida



**MINUTES**  
**BOARD OF COMMISSIONERS**  
**REGULAR MEETING**  
**APRIL 10, 2024**  
**6:00 P.M.**

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on April 10, 2024, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

**MEMBERS ABSENT:**

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

**1. CALL TO ORDER**

Mayor Rostek 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**

A. City Manager Robin Gomez said Item 14. A. Code Enforcement/Satellite Office was moved to the May 8, 2024, regular meeting for approval of the agreement.

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

ROLL CALL:

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

The motion carried 5-0.

**5. MARCH 19, 2024 MUNICIPAL ELECTION – CERTIFIED OFFICIAL ELECTION RESULTS – CITY OF MADEIRA BEACH CHARTER AMENDMENT**

**A. March 19, 2024 Municipal Election – Certified Official Election Results – City of Madeira Beach Charter Amendment**

The City Manager announced the certified official election results of the March 19, 2024 Municipal Election. The Charter Amendment on the ballot was not passed by the voters.

**Official Municipal Election Results – City of Madeira Beach**

For City of Madeira Beach, Proposed Charter Amendment

- City of Madeira Beach Charter Amendment

**To change the Candidate Qualifying Period to the first full week in December instead of the first two full weeks in December**

YES	236 votes
NO	429 votes

**6. APPOINTMENT OF VICE CHAIR**

**A. Appointment of Vice Mayor**

City Attorney Tom Trask read the City Charter Section 4.4 Vice Mayor and said they would need to either nominate or make a motion to appoint a Vice Mayor. Historically, it has been a different Commissioner.

Vice Mayor Kerr motioned to appoint Commissioner Anne-Marie Brooks as Vice Mayor. Commissioner McGeehen seconded the motion.

**ROLL CALL:**

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

Commissioner McGeehen "YES"  
 Commissioner Brooks "YES"

The motion carried 5-0.

Mayor Rostek thanked outgoing Vice Mayor Kerr for his support, assistance, and dedication to the position and for covering for him in his absence.

## 7. PROCLAMATIONS

There were no proclamations.

## 8. PRESENTATIONS

### A. Presentation of FY 2023 Annual Comprehensive Financial Report (ACFR)

Zach Chalifour, Partner at James Moore & Co., P.L., presented a PowerPoint of the findings of their Audit Report for the year ended September 30, 2023.

- Every year, the City submits an ACFR to the Government Finance Officers Association for evaluation of compliance with the program requirements. They expect to receive the Certificate of Achievement for Excellence in Financial Reporting again this year.
- They provided an unmodified opinion in the Independent Auditor's Report.
- There were no internal control or compliance findings in the Report on Internal Control and Compliance.
- In the Management Letter required by Chapter 10.550, no red flags were identified. They noted the balance of the Building Fund was over the statutory limit as of September 30, 2023. One comment was corrected from last year.
- The Independent Accountant's Examination Report noted the City to be in compliance with State Statute related to investment activity and investment policies.
- He reviewed the General Fund balance and said the City is again in a strong financial position.
- He reviewed the Business-type Funds and said the three existing proprietary funds, Sanitation, Stormwater, and Marina, are moving in a positive direction. The Parking Fund is now an Enterprise Fund, which shows the direct revenue and expenses related to the Parking Fund.
- The Building Fund and other Governmental Funds have positive fund balances. He explained the FRS pension liability.

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

**9. PUBLIC COMMENT**

There were no public comments.

**10. APPROVAL OF MINUTES**

- A. 2024-03-13, BOC Regular Meeting Minutes**
- B. 2024-03-27, BOC Special Meeting Minutes**
- C. 2024-03-27, BOC Regular Workshop Meeting Minutes**

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

**ROLL CALL:**

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

The motion carried 5-0.

**11. CONSENT AGENDA**

**12. PUBLIC HEARINGS**

- A. Ordinance 2024-04, Special Magistrate – Code Enforcement – 1<sup>st</sup> Reading and Public Hearing**

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

**ORDINANCE 2024-04**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 2 (ENFORCEMENT BY SPECIAL MAGISTRATE) OF ARTICLE VII (CODE ENFORCEMENT) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO REFLECT THE CHANGES THAT HAVE BEEN ADOPTED IN CHAPTER 162, FLORIDA STATUTES; DELETING SECTION 2-380 (PRIORITY OF LIENS) AND RENUMBERING SUBSEQUENT SECTIONS; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**



The City Attorney said the purpose of the ordinance is to update the Code in relation to updates in the Florida Statutes.

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

Commissioner Kerr motioned to approve Ordinance 2024-04, Special Magistrate – Code Enforcement, after 1<sup>st</sup> Reading and Public Hearing. Commissioner Tagliarini seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

**B. Ordinance 2024-06, Special Magistrate Compensation – 1<sup>st</sup> Reading and Public Hearing**

City Attorney Tom Trask read Ordinance 2024-06 by title only:

**ORDINANCE 2024-06**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 2-502 (APPOINTMENT AND REMOVAL) OF ARTICLE VIII (SPECIAL MAGISTRATE) OF CHAPTER 2 (ADMINISTRATION) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO AMEND THE APPROVAL PROCESS FOR THE RATE OF COMPENSATION OF THE SPECIAL MAGISTRATE; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

The City Attorney said the purpose of the ordinance is to make it consistent in the Special Magistrate Variance Code Section as they did in the Code Enforcement Section.

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

Commissioner Tagliarini motioned to approve Ordinance 2024-06, Special Magistrate Compensation, after 1st Reading and Public Hearing. Vice Mayor Brooks seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

**C. Ordinance 2024-05, Fees & Collection Procedures Manual FY 2024 Update – 1st Reading & Public Hearing**

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

**ORDINANCE 2024-05**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE FEES AND COLLECTIONS PROCEDURE MANUAL; REPEALING ORDINANCE 2023-18; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

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

- The purpose is to add the Building Safety Milestone Report Review fee of \$250.

Commissioner Tagliarini motioned to approve Ordinance 2024-05, Fees & Collection Procedures Manual FY 2024 Update, after 1st Reading and Public Hearing. Commissioner McGeehen seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**D. ABP 2024-02 Dockside Dave’s Restaurant**

City Attorney Tom Trask read the City’s code stating the procedures for the quasi-judicial hearing and asked the Commissioners if they had any ex parte communication or conflicts of interest to disclose. There were none. The parties were the City and the applicant, Dockside Dave’s Real Estate, LLC of 14701 Gulf Blvd. Madeira Beach, Fl 33708. There were no affected parties, and no one filed a notice of intent. Since there was no person other than the applicant, the City would present first.

The City Attorney administered the oath to the witnesses, Joseph Petraglia, Planning Technician, Andrew Morris, Long Range Planner, and Brandon Isario, the applicant.

### City Staff Presentation

#### **Background:**

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2024-02 is requesting authorization from the Board of Commissioners for the approval of a Special Food Service Establishment (4COP) alcoholic beverage license for the sale of beer, wine, and liquor for consumption on premises at the existing Dockside Dave's Restaurant located at 14701 Gulf Blvd Madeira Beach, Florida 33708. This establishment is located in the C-3, Retail Commercial Zoning District. The future land use designation for the property is Residential/Office/Retail (R/O/R). Section 110-534 of the Madeira Beach Code of Ordinances requires the approval by the Board of Commissioners for an existing alcoholic beverage zoned property to change to an alcoholic beverage license of greater intensity. The new application would be reviewed for all factors located under Section 110-532. Pursuant to Section 110-539, the Notice of Public Hearing has been properly sent to all property owners within 300 feet of the subject property 15 days before the scheduled consideration by the Board of Commission. Such notice has also been posted on the subject property, at the Gulf Beaches Public Library, City Hall, and the City of Madeira Beach website.

#### **Discussion:**

When considering the alcoholic beverage license application, the Board of Commissioners shall consider the following factors:

**(1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.**

Section 110-534 of the Madeira Beach Code of Ordinances requires the approval by the Board of Commissioners to change to an alcoholic beverage license of greater intensity. The applicant is applying for a Special Food Service Establishment (4COP) alcoholic beverage license to be able to sell liquor alongside the current beer and wine offerings. Permitting Dockside Dave's Restaurant of Madeira Beach to add liquor to the menu for consumption on premises would not adversely affect the character of the existing neighborhood. The existing neighborhood is mostly commercial uses, and the existing restaurant already has a 2COP alcohol license to serve beer and wine on the premises. Additionally, The Reef Bar and Grill next door already serves liquor.

**(2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.**

The minimum parking requirements of this property meet the requirements of (sec. 110-971). Adding liquor to the menu should not create any additional traffic congestion as the business has been in operation for over a decade, and the use is not changing. Additional traffic and congestion should not be created by the proposed alcohol use. The proposed alcohol use does not present a safety hazard.

**(3) Whether or not the proposed use is compatible with the particular location for which it is proposed.**

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This proposed alcohol use is compatible with the location. The Reef Bar and Grill next door already serves liquor. This application is to permit liquor to be sold at the existing restaurant. Any future expansion of the square footage of alcohol use will require the applicant to send in a new permit application pursuant to Section 110-535. - Expansion of alcoholic beverage zoning in the Madeira Beach Code of Ordinances. The owner confirmed he will be applying for a new petition for an alcohol beverage license once the building plans for the new renovated restaurant are completed.

**(4) Whether or not the proposed use will adversely affect the public safety.**

Public safety should not be adversely affected by Dockside Dave's Restaurant serving liquor for consumption on the premises. The restaurant is more than 300 feet away from any established church, synagogue, temple, or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. This 300-foot requirement is the minimum distance required for bars and clubs located in the C-3, Zoning District (sec. 110-530) and does not need to be met for restaurants, in which Dockside Daves is currently classified as.

**(5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.**

The applicant has no outstanding fines or penalties owed to the City under any section of the Code.

**Fiscal Impact:** N/A

**Recommendation(s):** Staff recommends the approval of a Special Food Service Establishment (4COP) alcoholic beverage license with stated intent to sell beer, wine, and liquor for consumption on premise at Dockside Dave's Restaurant.

**Attachments:**

Local Application  
Existing Site Plan  
Public Notice  
Mailing and Posting

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

**Applicant Presentation**

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

Commissioner Tagliarini:

- Did Mr. Isario have plans to renovate the building, and if it would remain a restaurant? It will remain a restaurant, and they will be expanding it.
- Would he change the hours of operation? No

Public Comment

There were no public comments.

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

Commissioner Kerr motioned to approve the Special Food Service Establishment (4COP) Alcoholic Beverage License ABP 2024-02 for Dockside Dave’s Restaurant. Commissioner Tagliarini seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

**13. UNFINISHED BUSINESS**

**A. Resolution 2024-02, BOC Policy Handbook**

City Attorney Tom Trask read Resolution 2024-02 by title only:

**RESOLUTION 2024-02**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BOARD OF COMMISSIONERS POLICY HANDBOOK; REPEALING RESOLUTION 2023-05; AND PROVIDING FOR AN EFFECTIVE DATE.**

The City Manager reviewed the changes the Board made at the March 27<sup>th</sup> workshop:

- Removal of Staff Reports from the agenda
- Rotating the roll call vote
- Make Approval of the Minutes a separate category on the agenda

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

Commissioner Kerr said it made sense to him that the Mayor should cast his vote last during roll call. He referenced page 399 of Robert’s Rules of Order Newly Revised 12<sup>th</sup> Edition, “The roll is called in alphabetical order except that the presiding officer’s name is called last, and only when his vote will affect the result.”

The City Attorney said it is the Board’s decision how it will be done. The Board’s rule takes place before Robert’s Rules is applied.

Commissioner Tagliarini said he is in favor of rotating the vote. He would like to see a situation where no one member could use the last vote as leverage or a statement.

Vice Mayor Brooks and Commissioner McGeehen said they were fine either way.

Commissioner Kerr motioned to approve Resolution 2024-02, BOC Policy Handbook, excluding the rotation of the roll call. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 3-2.

**14. CONTRACTS/AGREEMENTS**

**B. Code Enforcement/Satellite Office**

The item was moved to the May 8, 2024, regular meeting.

**C. RFQ 23-12, Planning Services to Create and Implement a New City Master Plan**

Community Development Director Jenny Rowan presented the item and responded to questions and comments from the Board.

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

Vice Mayor Brooks motioned to approve the Consulting and Design Services Agreement and the Scope of Services with Kimley-Horn for RFQ 23-12. Commissioner Kerr seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

**D. ITB 2023-14 Coastal Groin Restoration Approval**

Public Works Director Megan Wepfer reviewed the item and recommended approval of the Speeler Co. contract.

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

Commissioner Kerr motioned to approve the contract with Speeler Co. to complete the Coastal Groin Restoration Project. Commissioner Tagliarini seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**E. Approval to Surplus & Purchase a Truck**

Director Wepfer reviewed the item and asked for approval from the Board.

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

- There have been problems with both the cabin chassis and the Packer trucks.

Vice Mayor Brooks motioned to approve the surplus of #33 (2016 Peterbuilt rear load packer), #37 (2017 Peterbuilt rear load packer), and trade in #23 (2023 Kenworth T880 with a 32 CY rear load packer) and purchase a 2024 truck (Battle Motor with a Pac tech body). Commissioner Tagliarini seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**F. Engagement Letter for Magistrate Services**

City Attorney Tom Trask said Mr. Bart Valdes has been the Special Magistrate for the City since 2016, and they need to appoint him on an annual basis. The hourly rate he requested is the same hourly rate he has been charging since 2016 at \$190 per hour. He asked for the Board's approval of the Engagement Letter.

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

Commissioner Tagliarini motioned to approve the engagement letter for Special Magistrate Services. Commissioner Kerr seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**15. NEW BUSINESS**

Commissioner Kerr distributed copies of an email he wanted to send to RJ Myers of Shumaker Advisors and asked the Board for their comments. The Board responded as follows:

- There was no objection to Commissioner Kerr meeting with Mr. Myers.
- Commissioner Kerr should use his City email when corresponding with Mr. Myers.
- The Board should discuss the content of any email sent to Mr. Myers if Commissioner Kerr is speaking as a Commissioner.
- Developing relationships is very important in politics.
- Discuss items at a workshop that the Board might want Mr. Myers to advocate for in Tallahassee.

The Board agreed that Commissioner Kerr would meet with Mr. Myer to get his feedback on advocating for additional Homestead rights. The topic will be put on the agenda for the next workshop.

**16. AGENDA SETTING – April 24, 2024 BOC Workshop Meeting**

- A. Ordinance 2024-02 Accessory Structures**
- B. Bicentennial Park Usage**
- C. Residential Parking**
- D. Beach Chairs/Umbrellas on Sand in front of Caddy's Restaurant**
- E. Redington Beaches EMS Station Funding Agreement**
- F. Updates to Fence Code**
- G. John's Pass Village Zoning**



Items added to the workshop agenda:

1. Additional Homestead Rights
2. City Marina Development

## **17. REPORTS/CORRESPONDENCE**

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

### **B. City Attorney**

The City Attorney reminded the Board that he issued two memos this month. One on the end of the legislative session and the other related to a Supreme Court case about the use of social media.

### **C. City Clerk's Report – April 2024**

The City Clerk reviewed her April 2024 report.

Commissioner Kerr said he would not be available during the week of September 25<sup>th</sup> and would not be able to attend the meetings. He asked if they could be changed. The Board agreed to work on changing the date.

### **D. City Manager**

The City Manager reminded everyone of upcoming events:

- 1<sup>st</sup> John's Pass Village and Boardwalk Zoning Public Workshop – Saturday, April 13<sup>th</sup> at 10:00 a.m.
- 2<sup>nd</sup> John's P Pass Village and Boardwalk Zoning Public Workshop – Thursday, April 18<sup>th</sup> at 10:00 a.m.
- Hurricane and Turtle Expo – Saturday, April 20<sup>th</sup> at 10:00 a.m.
- 3<sup>rd</sup> John's Pass Village and Boardwalk Zoning Public Workshop – Saturday, April 20<sup>th</sup> at 1:00 p.m.
- Earth Day Event – Monday, April 22<sup>nd</sup> at 6:00 p.m.
- King of the Beach Fishing Tournament – April 25<sup>th</sup>, 26<sup>th</sup>, and 27<sup>th</sup>
- Final Friday at John's Pass Village – April 26<sup>th</sup>

Vice Mayor Brooks asked the City's cost for the dismissed ethics case against the past Commission. The City Manager said it was just over \$19,000.

## **18. ADJOURNMENT**

Mayor Rostek adjourned the meeting at 7:21 p.m.

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

ATTEST:

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

DRAFT



## MINUTES

### BOARD OF COMMISSIONERS BUDGET WORKSHOP MEETING APRIL 24, 2024 4:00 P.M.

The City of Madeira Beach Board of Commissioners held a budget workshop meeting at 4:00 p.m. on April 24, 2024, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

<b>MEMBERS PRESENT:</b>	James "Jim" Rostek, Mayor Ray Kerr, Vice Mayor/Commissioner District 2 Eddie McGeehen, Commissioner District 3
<b>MEMBERS ABSENT:</b>	Anne-Marie Brooks, Vice Mayor/Commissioner District 4 David Tagliarini, Commissioner District 1
<b>CITY STAFF PRESENT:</b>	Robin Gomez, City Manager Clara VanBlargan, City Clerk Andrew Laflin, Finance Director/City Treasurer Thomas Trask, City Attorney

#### 1. CALL TO ORDER

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

#### 2. ROLL CALL

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

#### 3. PUBLIC COMMENT

There were no public comments.

#### 4. DISCUSSION ITEMS

##### A. FY 2025 Budget Workshop #1

City Manager Robin Gomez said it was the first of five to seven budget workshops to discuss the FY 2025 budget. The millage rate has remained at 2.75 mills for the past five years, and staff will not recommend an increase. He gave the Board the following overview:

- The reserves are more than adequate.
- There will be a continuation of capital projects.

- Staff will likely recommend two full-time employees, one in the Fire Department and one in the Recreation Department.
- Staff will likely propose a six percent or slightly higher salary increase.
- Staff would be looking at fee increases in the Enterprise Funds, which include the Marina and Parking.

Finance Director Andrew Laflin reviewed the budget material provided in the meeting agenda packet.

- FY 2023 Fund Balance financially looks better than surrounding municipalities. The City's Fund Balance is healthy in the General Fund.
- The General Fund outflows were significantly higher in FY 2023 than in FY 2022 due to transfer activity that was budgeted for. In FY 2023, a separate Enterprise Fund was created for parking.
- The General Fund inflows were higher in FY 2023 than in FY 2022.

Commissioner Kerr asked if comparing the City with the City of Treasure Island was a good comparison and if Mr. Laflin knew of any historical trends. Mr. Laflin said they are a good comparison in terms of size and complexity.

Commissioner Kerr asked why the capital outlay went from \$7,706,000 in FY 2021 to about \$12,000,000 in FY 2023. Mr. Laflin said the \$3.3 million Gulf Blvd. undergrounding project was treated as an operating expenditure because it was not the City's asset, which is why Public Works Administration increased from FY 2021 to FY 2023. Pinellas County is reimbursing the City for some of the undergrounding. A lot of transfer activity occurred in Non-Departmental that is not included in the \$12,000,000 in capital outlay.

- Other Financial Assistance – Federal – FY 2024, \$2,154,172 was budgeted for ARPA Funds the City received. The money has been sitting in a liability in the financial statements until it is expended. Because the City is a Non-Entitlement Unit, the money can be spent on anything. It will be recognized in revenue in FY 2024, leaving an increase in fund balance.
- Shard Revenues – Other Local Units – FY 2024, \$1,015,000 was budgeted, and \$789 was spent. It is expected revenues from Pinellas County for the Gulf Blvd undergrounding project.
- State Shared Revenues – FY 2024, \$2,063,541 was budgeted, and \$250,954 was spent. It is expected revenues from the State for the John's Pass dredging and John's Pass Village.
- Ad Valorem Taxes are almost right on budget.
- \$5.5 million was expended versus \$18 million budgeted.

- The big expenditures in Non-Departmental are departmental transfers that are typically made at the end of the year if needed.
- Building Department Fund – The fund balance increased by \$41,334. It will decrease, which is good because it will allow the City to stay in compliance with the State Statute. FY 2024 planned projects would help keep the City under the threshold.
- Local Option Sales Tax Fund – The revenues are discretionary sir tax funds like Penny for Pinellas that have requirements to be met. The balance increased by \$599, 886, which will carry over to FY 2024.

Commissioner Kerr asked what the restrictions were on the Local Option Sales Tax Fund. Mr. Laflin said there are a lot of public safety vehicles, capital improvement items, and discretionary tax revenues.

- Archibald Park Fund – A negative fund balance of \$4 million was budgeted. There was a high increase in the fund balance because there was a transfer of \$1,750,000. The actual fund balance at the end of the year was almost \$2.5 million.
- Gas Tax Fund – There are revenues to support the street lighting maintenance and related expenditures.
- Debt Service Fund – Funds are transferred from the General Fund and the debt service on the governmental activities' debt plus investment income on the cash investment balance.
- Mr. Laflin said ongoing projects not completed in FY 2024 will be re-budgeted and put in the five-year capital improvement plan for FY 2025. He provided a list of capital projects with the current status in the meeting agenda packet.

The City Manager reviewed the status of some of the high-dollar projects and responded to questions and comments from the Board.

Mr. Laflin reviewed the proposed FY 2024 Budget Amendment #2. Budget adjustments are needed within the General Fund, Parking Fund, Archibald Fund, Sanitation Fund, and Stormwater Fund. Staff recommended approval of Resolution 2024-03. He responded to questions and comments from the Board.

Commissioner Kerr asked why the revised budget amount was almost six times more than the current budgeted amount in the Human Resources Department. Mr. Laflin said the one-time payroll processing fee from the payroll service provider was not anticipated to be allocated to the HR account when preparing the FY 2024 budget. It has always been an expense; it is just accounting for it in the proper general ledger account.

Mr. Laflin said the \$759,790 transfer is an estimated one-time contribution to the Florida Retirement Service for employees who want to convert from ICMA.

The next budget workshop meetings were scheduled as follows:

- Budget Workshop #2 - May 22, 2024 at 4:00 p.m.
- Budget Workshop #3 - June 26, 2024 at 4:00 p.m.
- Budget Workshop #4 - July 24, 2024 at 4:00 p.m.
- Budget Workshop #5 - August 28, 2024 at 4:00 p.m.
- 1<sup>st</sup> Public Hearing, FY 2025 Tentative Millage Rate and Budget Ordinance - September 11, 2024 at 5:45 p.m.
- 2<sup>nd</sup> Public Hearing, FY 2025 Millage Rate and Budget Ordinance – September 25, 2024 at 5:45 p.m.

Commissioner Kerr said he could not attend the September 25<sup>th</sup> meeting and asked if it could be moved to September 27<sup>th</sup> or 30<sup>th</sup>. The City Manager said it will be confirmed at the next meeting. Mayor Rostek opened to public comment.

Mayor Rostek asked the following questions.

- How many additional properties came on the tax rolls for this taxing period?
- How many properties went from homesteaded to non-homesteaded, and what are the positives and negatives for the City?
- With property value increases this year, what is the percentage, and what are the positives and negatives for the City?

Mr. Laflin said the information would not be available until June 1, 2024.

Commissioner McGeehen asked if they could discuss how to spend the ARPA funds at a future budget workshop. Mr. Laflin said there is no requirement that specific projects be identified. However, about \$300,000 in BP Oil money is sitting in the fund balance that needs to be reported. He would like to identify at least one or two projects and clear it out in FY 2025.

## 5. ADJOURNMENT

Mayor Rostek adjourned the meeting at 5:09 p.m.

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James “Jim” Rostek, Mayor

ATTEST:

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Clara VanBlargan, MMC, MSM, City Clerk



**MINUTES**

**BOARD OF COMMISSIONERS**  
**REGULAR WORKSHOP MEETING**  
**APRIL 24, 2024**  
**6:00 P.M.**

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 6:00 p.m. on April 24, 2024, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

**MEMBERS PRESENT:** James "Jim" Rostek, Mayor  
 David Tagliarini, Commissioner District 1  
 Ray Kerr, Commissioner District 2  
 Eddie McGeehen, Commissioner District 3

**MEMBERS ABSENT:** Anne-Marie Brooks, Vice Mayor/Commissioner District 4

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

**1. CALL TO ORDER**

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

**2. ROLL CALL**

City Clerk Clara VanBlargan called the roll. Vice Mayor Brooks was absent.

**3. PUBLIC COMMENT**

John Hendricks, 569 Normandy Road, said the sanitation rates were increased a few years ago to keep the white glove service. The service they are now getting is not what they are paying for. He suggested cutting the rates or contracting sanitation out.

**4. BOARD OF COMMISSIONERS**

**A. City Marina – Future Usage**

Commissioner Kerr said he wanted the item on the agenda to discuss ways to improve the Marina. He suggested short-term and long-term improvements:

Short-term improvements include:

1. Install one additional gasoline pump and an additional short-term boat docking area for fueling to increase revenue.
2. Additional short-term floating docks for “6-pack” charter captains when they do not need fuel.
3. Remove the fence around the dry dock storage and make it green space to improve the look. The trailers could be securely locked down. Marina Manager Brian Crabtree said most thefts involve electronics.
4. Upgrade security cameras throughout the property.

Long-term improvements include:

1. Increase the sump in the fuel tank or add an additional fuel tank if needed.
2. Increase daily parking, which would allow charter captains to dock and increase revenue.
3. A two-story garage could be built above a Public Works area.
4. Add a restaurant or rentable meeting space.

The City Manager said the City Marina is its’ own enterprise, and any expenses would come directly from the Marina Enterprise Fund.

Mayor Rostek opened to public comment.

Jason DeLaCruz, a local business owner, asked where a new fuel dock would be built. Mr. Crabtree said it would be on the west side of the current fuel dock, on their submerged land.

Mayor Rostek asked if they could get a second pump approved, would there be enough room on both sides of the dock to get three to four boats in at the same time? Would they need to spend more money? Mr. Crabtree said there would be enough room as it is now, but adding an additional piece of the fuel dock would be helpful.

Mayor Rostek asked if the Marina had enough staff. The Marina Manager said yes.

## **B. Homestead Exemption, Property Tax Changes**

Commissioner Kerr said House Joint Resolution 1377 was successfully introduced into the Florida Legislature in 2021 and made it onto the Florida 2022 ballot. The bill was approved by a majority vote but did not get the 60% it needed to move forward. The Resolution says if you mitigate your home for flood, your property taxes would not be impacted. He thought the Legislature was looking to reduce the Homestead Property Tax increase from 3% to 2%.

Commissioner Kerr said he met with RJ Myers of Shumaker Advisors and shared an email he sent as a resident to Senator DiCeglie and Representative Linda Cheney requesting merging the Resolution and the reduction in the tax increase into a single bill to be introduced in the upcoming session. If they are considered two different initiatives they may not legally pass. He asked that the Board agree to collectively put a letter together stating that the City would like to have it considered.



- Commissioner Kerr said Mr. Myers did not know if it could happen.
- Commissioner Tagliarini questioned whether they should suggest it as a City in case it would not be legal to pass it as a combined bill. Commissioner Kerr said it would be up to the Legislature to determine it, but they could present it as favorable.
- If a resident's house floods and the damage is over 50% of the value of the structure, they would have to meet FEMA standards and mitigate it. If they could afford to raise their home, the property value would remain the same, but the new structure value would increase, so the property taxes increase.
- Commissioner McGeehen thought it was a great idea. Commissioner Tagliarini was in favor of it. Mayor Rostek was in favor but wanted the document to bullet point the issues and state their potential resolution. The Mayor said he would take it to the Big C to try to get all of the barrier island on board.

Mayor Rostek opened to public comment.

Chuck Dillon, 529 Lillian Drive, said FEMA has a program in place where they pay 75% of the rebuild, and the City has to follow the guidelines. He thought the City was part of the program a few years ago.

- A reduction in the increase of the Homestead Property Tax would be statewide.
- Mayor Rostek said Mr. Myers had a great idea to have the state front the money instead of the City to pay for the raising of the homes. He thought it could be a line item in the draft letter.

The Consensus of the Board was for Commissioner Kerr to begin drafting a letter to be sent to Senator DiCeglie, Representative Cheney, and RJ Myers.

## 5. CITY MANAGER

### A. RFP 2024-01 HR, Classification, Compensation Plans Study

The City Manager said the Civil Service Commission suggested the City review its Classification and Compensation Plan and HR functions related to it. The recommendation from the Civil Service Commission was to proceed with negotiating an agreement with the Gehring Group for just under \$38,000. The study would take about twelve weeks. The agreement would be brought back for approval at the May 8<sup>th</sup> regular meeting.

- The Gehring Group would analyze the current plan, compare it with other similar cities, and bring back suggestions.

- The last study the City had done was in 2019. There have been significant economic changes since 2019
- Commissioner McGeehen said he was apprehensive about spending that amount for a twelve-week study. He would like to know the details so he can understand it. Commissioner Tagliarini agreed, but he wanted to make sure they stay competitive with other cities. The twelve weeks were broken down in detail on pages 41 – 43 of the agenda packet.
- Commissioner Kerr asked the City Clerk to send him a link to the 2019 study.

Mayor Rostek opened to public comment.

John Hendricks, 569 Normandy Road, said he thought the City had done a good job in staying very competitive, and it would be a waste of \$38,000.

The consensus of the Board was for the City Manager to negotiate an agreement with the Gehring Group.

## **6. FIRE**

### **A. Redington EMS Station Funding Agreement**

Fire Chief Clint Belk said it is the final agreement with the County for the Redington EMS station.

- There would be no financial burden to the City.
- Once the station is built, the County will provide EMS funding.
- There will be no duplication of apparatus purchases.
- The County will purchase the City's medic unit, and once it is moved to Redington, they can work collectively with other departments.
- It will not affect their ISO rating.
- The station is needed for EMS coverage north of Madeira Beach to meet the response time of seven minutes and thirty seconds.

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

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

## **7. COMMUNITY DEVELOPMENT**

### **A. John's Pass Village Activity Center Zoning Workshop**

April 24, 2024, BOC Regular Workshop Meeting

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Community Development Director Jenny Rowen gave an overview of the PowerPoint presentation she presented at the three zoning workshops. Zoning refers to the Land Development Regulations and the Code of Ordinances.

- The zoning will be broken down into six different character districts.
- Director Rowen provided the Commission with a rough draft of the feedback they got from the round table discussions at the workshops.

Mayor Rostek opened to public comment.

John Connolly, 600 Normandy Road, said the workshops were excellent, but they are missing a medical center. He brought it up now so they can try to implement it in future plans.

- Commissioner Kerr said they need to understand the Design Flood Elevation (DFE), and he thought the height should be at the roof eve. They do not want future development to eliminate the roof lines. He thought it would be a good idea to have a public meeting at John's Pass so the Board could look at the structures and the height of the buildings.

The consensus of the Board was to schedule a Special Meeting for a walking tour of John's Pass Village.

### **B. Ordinance 2024-02 Open Accessory Structures**

Mayor Rostek opened to public comment.

Chuck Dillon, 429 Lillian Drive, said he was confused by the wording and asked the maximum.

- Director Rowan said the Code currently defines enclosed accessory structures, but it did not define open accessory structures. Chickee huts do not have to follow the Florida Building Code but must meet the planning and zoning standards and floodplain regulations. The ordinance creates multiple sections, which include the applicability of division, definitions, building permits required, accessory structure maintenance, things excluded from permitting, construction trailers, and outdoor kitchens. The final version allows for open accessory structures at 3.5% of the total lot size in addition to an enclosed accessory structure.
- Director Rowan advised looking at the noise ordinance if the Board wanted to adopt additional noise regulations for mechanical accessory structures in the C-4 zone near residential areas.
- The maximum height for an accessory structure is 20 feet, but they could reduce it to 15 feet.

Chuck Dillon, 429 Lillian Drive, said 12 or 14 feet would be very sufficient.

John Connolly, 600 Normandy Road, said the Planning Commission left it with staff to determine what would fit on a lot, but they never went above 14 feet.

- Commissioner Kerr said he wanted to be less restrictive. Commissioner McGeehen agreed.
- Mayor Rostek said there needs to be uniformity in order to make the City aesthetically pleasing.

The consensus of the Board was to make the maximum height in residential areas 14 feet and 20 feet for commercial properties.

The Board directed the Planning staff to look at the noise ordinance and bring it back at a future workshop.

### **C. Potential Fence Code Amendments**

Joe Petraglia, Planning Technician, reviewed a proposed fence ordinance that would help improve the existing fence ordinance.

- Mayor Rostek said he would like the ordinance to specify that super silt fencing be used all the time during construction. Mr. Petraglia said he would look at other sections of the Code to see if it is mentioned; if not, it could be added to the fence ordinance.
- Currently, it is not clear where the front yard, rear yard, and side yard starts. Staff proposed using the zoning district setbacks.
- Rear-fenced yards facing the water would require a three or four-foot fence. The four-foot fence would need to be an open fence. Shrubbery can grow up to natural height in rear yards on the water.
- Staff proposed adding a non-conforming section to the Code. All fences would have to meet the current Fence Code, there would be no non-conforming allowances.

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

## **8. PARKING**

### **A. Parking - Residential**

The City Manager said Ordinance 2024-03, adopted on March 13, 2024, provided clarification on parking requirements. There were discussions about adding specific measurements.

- Parking Enforcement Supervisor Jamal Yahia said they measure distances through the Measuring App. The distance a car could park from a stop sign would be 30 feet and 15 feet from an intersection or fire hydrant.

- The City Manager said they would add stickers on signs and yard signs for improper parking.
- The Parking Supervisor said they would try to prioritize patrolling Madeira Way.

Mayor Rostek opened to public comment.

John Connolly, 600 Normandy Road, suggested the City charge for all the parking meters in Tom & Kitty Stuart Park \$4.50 for the first hour and \$3.50 for every hour after that. It could be a way to make up for the money being lost from the four “Resident Only” spaces.

The consensus of the Board was to add the measurements the Parking Division was using. The revision would be brought back for first reading at a future meeting.

## 9. PUBLIC WORKS

### A. Trash Collection – Residential

The City Manager said the sanitation rate increase two years ago was the first in seven years. The process staff incorporated over the years was unsafe and labor-intensive. Because of staffing issues, the City has gone to an automated process. Yard waste and bulk items have always been collected on Wednesday. The City needs to stay with the most efficient schedule.

- Public Works Director Megan Wepfer said the intention is to run the side loader with one person if they are low on staff. Staff are still learning the truck and the routes, and she has plenty of staff, so there are three people on the truck.
- If the trash can fit in the container, staff will take it. Residents need to use their recycling containers. Trash pickup is two times per week, and residents have the option to get a larger can.
- Commissioner Kerr said the level of service has decreased because staff will not pick up anything that is not in the can like they used to. Director Wepfer said if something falls out of the container, staff will put it in the next can to be lifted to the truck. Commissioner Kerr said if there is no additional value in having it in-house, why have the additional cost?
- Mayor Rostek asked who stages the commercial dumpsters for pickup in the Redingtons. Director Wepfer said the tenants are required to do it, but the City does not have an area to do it. Staff go into the dumpster enclosures, pull the dumpsters out, and put them back seven days a week.
- Director Wepfer said prior to increasing the sanitation fee, Sanitation was losing money every year because Pinellas County raised its rates, but the City stayed at the same rate.
- The Board briefly discussed moving the bulk pickup day to Monday.

- Director Wepfer said if they outsourced sanitation, she would not be able to use her staff in a different department unless positions were created. She is almost fully staffed with one vacancy.

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

**10. ADJOURNMENT**

Mayor Rostek adjourned the meeting at 9:22 p.m.

ATTEST:

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James “Jim” Rostek, Mayor

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

DRAFT

**ORDINANCE 2024-04**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 2 (ENFORCEMENT BY SPECIAL MAGISTRATE) OF ARTICLE VII (CODE ENFORCEMENT) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO REFLECT THE CHANGES THAT HAVE BEEN ADOPTED IN CHAPTER 162, FLORIDA STATUTES; DELETING SECTION 2-380 (PRIORITY OF LIENS) AND RENUMBERING SUBSEQUENT SECTIONS; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Attorney has reviewed the current provisions of Division 2 (Enforcement by Special Magistrate) of Article VII (Code Enforcement) of the Code of Ordinances for the City of Madeira Beach and has recommended that certain provisions be amended to reflect the changes that have been adopted in Chapter 162, Florida Statutes; and

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

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

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:**

**Section 1.** That Division 2 (Enforcement by Special Magistrate) of Article VII (Code Enforcement) of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended and shall read as follows:

**DIVISION 2. ENFORCEMENT BY SPECIAL MAGISTRATE**

**Sec. 2-370. Intent.**

The intent of this division is to create an alternative local government code

enforcement system in order to promote, protect, and improve the health, safety, and welfare of the citizens of the city by providing for an equitable, expeditious, effective and efficient method of enforcing any codes or ordinances where pending or repeated violation continues to exist in the city.

**Sec. 2-371. Definitions.**

The definitions in this section are applicable to this division and have the following meanings:

~~Code inspector/c~~Code enforcement officer means any authorized agent or employee of the municipality whose duty it is to assure code compliance.

*Repeat violation* means a violation of a provision of a code or ordinance by a person who has been previously found through a code enforcement board or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within five years prior to the violation, notwithstanding the violations occur at different locations.

**Sec. 2-372. Civil offenses and penalties: special magistrate.**

The violation of any city ordinance shall constitute a civil offense punishable by civil penalty in the amount described in section 2-378. Accordingly, there is hereby created and established a code enforcement position to be filled by a special magistrate to enforce the ordinances and codes of the city.

**Sec. 2-373. Qualification of special magistrate and removal.**

- (a) A special magistrate shall possess outstanding reputations for civic pride, interest, integrity, responsibility, and business or professional ability.  
Appointments shall be made by the city manager or his designee on the basis



of experience or interest in code enforcement. Such appointment shall be submitted to the ~~city commission~~ Board of Commissioners for ratification by the board of commissioners.

- (b) Appointments shall be made for a term not more than one year. The special magistrate may be reappointed at the discretion of the city manager, subject to ratification by the ~~city commission~~ Board of Commissioners. There shall be no limit on the number of reappointments that shall be given to the special magistrate; provided, however, that a determination as to removal or reappointment must be made for each special magistrate at the end of each of his one-year terms. The city manager shall have the authority to remove the special magistrate with or without cause. Appointments to fill any vacancy shall be for the remainder of the unexpired term.
- (c) The special magistrate shall not be a city employee. The special magistrate shall be compensated at a rate to be determined by ~~administrative order.~~ the city manager, subject to ratification by the Board of Commissioners.
- (d) The city attorney shall serve as general counsel to the code enforcement officer. If an appeal is taken pursuant to section 2-~~384~~380, the city attorney shall represent the city at such proceedings.

**Sec. 2-374. Jurisdiction.**

The city appointed special magistrate shall have jurisdiction to hear and decide alleged violations of any code of ordinances in force in the city including amendments to such codes and ordinances. The special magistrate shall have the jurisdiction and authority to determine the amount of reasonable expenses incurred by the city as a result

of orders issued pursuant to the authority of section 2-378.

**Sec. 2-375. Enforcement procedure.**

(a) It shall be the duty of ~~a~~the code enforcement officer to initiate enforcement proceedings of the various codes and ordinances. The special magistrate shall not have the power to initiate such enforcement proceedings. The code enforcement officer may not initiate enforcement proceedings for a potential violation of a duly enacted code or ordinance by way of an anonymous complaint. A person who reports a potential violation of a code or an ordinance must provide his or her name and address to the city before an enforcement proceeding may occur. This subparagraph does not apply if the code enforcement officer has reason to believe that the violation presents an imminent threat to public health, safety, or welfare or imminent destruction of habitat or sensitive resources.

(b) Except as provided in subsections (c) and (d), if a violation of the Code is found, ~~a~~the code enforcement officer shall notify the violator and give him a reasonable time to correct the violation. Should the violation continue past the time specified for correction, ~~a~~the code enforcement officer shall notify the special magistrate and request a hearing. The special magistrate, through his clerical staff, shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed as provided in section 2-~~382381~~ to ~~such~~said violator. At the option of the special magistrate, notice may additionally be served by publication or posting as provided in section 2-~~382381~~. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by ~~a~~the code enforcement officer, the case may

be presented to the special magistrate even if the violations has been corrected prior to the special magistrate hearing, and the notice shall so state.

- (c) If a repeat violation is found, a-the code enforcement officer shall notify the violator, but is not required to give the violator a reasonable time to correct the violation. A-The code enforcement officer, upon notifying the violator of a repeat violation, shall notify the special magistrate and request a hearing. The special magistrate, through his clerical staff, shall schedule a hearing and shall provide notice as provided in section 2-~~382~~381. The case may be presented to the special magistrate even if the repeat violation has been corrected prior to the code enforcement hearing, and the notice shall so state. If the repeat violation has been corrected, the special magistrate retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his rights to this hearing and pay such costs as determined by the special magistrate.
  
- (d) If a-the code enforcement officer has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violations is irreparable or irreversible in nature, a the code enforcement officer shall make a reasonable effort to notify the violator and may immediately notify the special magistrate and request a hearing.

- (e) If the owner of property that is subject to an enforcement proceeding before the special magistrate transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:
- (1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.
  - (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.
  - (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.
  - (4) File a notice with the code enforcement officer of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

A failure to make the disclosures described in paragraphs (1), (2), and (3) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

**Sec. 2-376. Conduct of hearing.**

- (a) Upon request of a the code enforcement officer, or at such other times as may be necessary, the special magistrate may call a code enforcement hearing.

- (b) Minutes shall be kept of all hearings held by the special magistrate and all hearings and proceedings shall be open to the public. The board of commissioners shall provide clerical and administrative personnel as may be reasonably required by the special magistrate for the proper performance of his duties.
- (c) Each case before the special magistrate shall be presented by the city attorney or by a member of the city administration. If the city administration prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs incurred in prosecuting the case before the special magistrate and such costs may be included in the lien authorized in subsection 2-378(e).
- (d) The special magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The special magistrate shall take testimony from [a-the](#) code enforcement officer, alleged violator, and any witnesses. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern all proceedings.
- (e) The special magistrate shall issue findings of fact, based on evidence of record, and conclusions of law. In order to make a finding upholding the code enforcement officer's decision, the special magistrate must find that the preponderance of the evidence indicates that the named violator was responsible for the violation of the relevant section of the Code as charged. At the conclusion of the hearing, the special magistrate shall issue an order affording the proper relief consistent with powers granted by this division. The

order may include a notice that it must be complied with by a specified date and that a fine may be imposed and under the conditions specified in subsection 2-378(a), the cost of repairs may be included along with the fine if the order is not complied with by such date.

- (f) A certified copy of such order may be recorded in the public records of [the Pinellas County](#) and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns.
- (g) If an order is recorded in the public records pursuant to subsection (f) and the order is complied with by the date specified in the order, the code enforcement officer shall issue an affidavit of compliance acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

**Sec. 2-377. Powers of the special magistrate.**

The special magistrate shall have the power to:

- (1) Adopt rules for the conduct of hearings.
- (2) Subpoena alleged violators and witnesses to hearings. Subpoenas may be served by the designated law enforcement agency of the city.
- (3) Subpoena evidence to a hearing.
- (4) Take testimony under oath.

- (5) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance.

**Sec. 2-378. Administrative fines; cost of repair; liens.**

(a) The special magistrate, upon notification by ~~a~~the code enforcement officer that an order of the special magistrate has not been complied with by the set time or, upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the special magistrate for compliance or, in the case of a repeat violation, for each day the repeat violation continues beginning with the date the repeat violation is found to have occurred by the code ~~inspector~~enforcement officer. In addition, if the violation is a violation as described in subsection 2-375(d), the special magistrate shall notify the city administration which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant with this section. Making such repairs does not create a continuing obligation on the part of the city to make further repairs or to maintain the property and does not create any liability against the city for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this subsection, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, a special magistrate finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as

specified in subsection (b).

- (b) A fine imposed pursuant to this section shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation, and in addition, may include all costs of repairs pursuant to subsection (a). However, if a special magistrate finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000.00 per violation.
- (c) In determining the amount of the fine, if any, the special magistrate shall consider the following factors:
  - (1) The gravity of the violation;
  - (2) Any actions taken by the violator to correct the violation; and
  - (3) Any previous violations committed by the violator.
- (d) The special magistrate may reduce a fine imposed pursuant to this section.
- (e) A certified copy of an order imposing a fine or a fine plus repair costs may be recorded in the public records of ~~the Pinellas Ce~~ounty and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this division shall continue to accrue until the ~~violations-violator~~ comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed



pursuant to this division, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the city and the city may execute a satisfaction or release of lien entered pursuant to this section. After three months from the filing of any such lien which remains unpaid, the special magistrate may authorize the city attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this division may be foreclosed on real property which is homestead under Section 4, Article X of the State Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under Section 4(a), Article X of the State Constitution.

- (f) If the city attorney or a member of the city administration prevails in prosecuting a case before the special magistrate, the city shall be entitled to recover all costs incurred in prosecuting the case before the special magistrate. As used in this article, the term "prevails" includes, but is not limited to, those cases in which the special magistrate finds that a violation existed at the time the citation was issued without regard to whether the violation was subsequently corrected. The fine for the violation and/or costs to repair the damages from the violation is separate and distinct from the recovery of expenses. The special magistrate may, by written order recorded in the official records of [the Pinellas County](#), impose a lien against the property upon which the violation occurred as well as all other real and personal property of the violator in the amount of the costs incurred by the city

in prosecuting the case.

**Sec. 2-379. Duration of lien.**

- (a) No lien provided under this division shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, to include a reasonable attorney's fee that it incurs in the foreclosure. The city shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien affected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.
- (b) Once the city has collected on the lien or a money judgment, the ~~finance director of the city~~ city manager shall issue a satisfaction or release of lien.

**~~Sec. 2-380. Priority of liens.~~**

~~Each lien in favor of the city arising out of this division recorded in the official records of Pinellas County shall be superior to all other liens except a lien for taxes and shall bear interest at the maximum rate allowed by law as set forth in § 687.03, Florida Statutes as amended from time to time from the date of filing.~~

**Sec. 2-~~381~~380. Appeals.**

An aggrieved party, including the ~~local governing authority~~ city, may appeal a final administrative order of the special magistrate to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created

before the special magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed.

**Sec. 2-~~382~~381. Notices.**

All notices required by this division shall be provided to the alleged violator as described in Florida Statutes § 162.12, as amended from time to time.

**Sec. 2-~~383~~382. Optional enforcement.**

The provisions of this division shall in no way be construed to limit the power of the city to proceed in any other civil or criminal proceeding or in any other forum to obtain enforcement of its Code provisions.

**Sec. 2-~~384~~383. Conflict of interest.**

- (a) No person who is or may become a party or a witness to a hearing before the special magistrate shall communicate with the special magistrate concerning that violation except at the hearings provided for in this division. This restriction shall extend to any person appearing or interceding on behalf of a party, whether or not such person may have a direct, personal or financial interest in the property which is the subject of the alleged violation.
- (b) No special magistrate shall communicate with any party, witness, representative of a party, or interceding person concerning any alleged violation except at the hearings provided for in this division.
- (c) Failure on the part of special magistrate to comply with the provisions of this subsection shall constitute grounds for removal by the city manager or his designee.

**Sec. 2-~~385~~384. ~~Public records searches relating to Code.~~Title searches.**

- (a) The city manager or his designee is authorized to obtain a [public-records-title](#) search for the purpose of determining whether to institute a lien foreclosure proceeding without the necessity of any action by the special magistrate whenever the unpaid amount of the code enforcement lien exceeds \$100.00.
- (b) No [public-records-title](#) search for the purpose of determining whether to institute a lien foreclosure proceeding shall be obtained where the unpaid amount of the lien is less than \$100.00.

**Sec. 2-~~386~~385. Modification of orders by special magistrate.**

The special magistrate, and only the special magistrate, may modify, amend, clarify, correct, extend, or rescind orders issued by the special magistrate, including any and all requests for modifications or reductions in code enforcement fines or liens based on orders of the special magistrate, which may be considered by motion of any party to the original proceedings or successor property owner.

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

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

**Section 4.** In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the

same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

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

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

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

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

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

# Business Impact Estimate

Proposed ordinance's title/reference:

**ORDINANCE 2024-04**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 2 (ENFORCEMENT BY SPECIAL MAGISTRATE) OF ARTICLE VII (CODE ENFORCEMENT) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO REFLECT THE CHANGES THAT HAVE BEEN ADOPTED IN CHAPTER 162, FLORIDA STATUTES; DELETING SECTION 2-380 (PRIORITY OF LIENS) AND RENUMBERING SUBSEQUENT SECTIONS; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance reflects the changes that have been adopted in chapter 162, Florida Statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct economic impact is foreseen for private, for-profit businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No direct impact on businesses.

4. Additional information the governing body deems useful (if any):

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses

Select Year: 2022 ▼ Go

## The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

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[Title XI](#)  
 COUNTY ORGANIZATION AND  
 INTERGOVERNMENTAL RELATIONS

[Chapter 162](#)  
 COUNTY OR MUNICIPAL CODE  
 ENFORCEMENT

[View Entire  
 Chapter](#)

### CHAPTER 162 COUNTY OR MUNICIPAL CODE ENFORCEMENT

#### PART I LOCAL GOVERNMENT CODE ENFORCEMENT BOARDS (ss. 162.01-162.13)

#### PART II SUPPLEMENTAL COUNTY OR MUNICIPAL CODE OR ORDINANCE ENFORCEMENT PROCEDURES (ss. 162.21-162.30)

#### PART I LOCAL GOVERNMENT CODE ENFORCEMENT BOARDS

- 162.01 Short title.
- 162.02 Intent.
- 162.03 Applicability.
- 162.04 Definitions.
- 162.05 Local government code enforcement boards; organization.
- 162.06 Enforcement procedure.
- 162.07 Conduct of hearing.
- 162.08 Powers of enforcement boards.
- 162.09 Administrative fines; costs of repair; liens.
- 162.10 Duration of lien.
- 162.11 Appeals.
- 162.12 Notices.
- 162.125 Actions for money judgments under this chapter; limitation.
- 162.13 Provisions of act supplemental.

**162.01 Short title.**—Sections 162.01-162.13 may be cited as the “Local Government Code Enforcement Boards Act.”

**History.**—s. 1, ch. 80-300; s. 72, ch. 81-259; s. 1, ch. 82-37.

**Note.**—Former s. 166.051.

**162.02 Intent.**—It is the intent of this part to promote, protect, and improve the health, safety, and welfare of the citizens of the counties and municipalities of this state by authorizing the creation of administrative boards



with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective, and inexpensive method of enforcing any codes and ordinances in force in counties and municipalities, where a pending or repeated violation continues to exist.

**History.**—s. 1, ch. 80-300; s. 2, ch. 82-37; s. 1, ch. 85-150; s. 1, ch. 86-201; s. 1, ch. 89-268.

**Note.**—Former s. 166.052.

### **162.03 Applicability.—**

(1) Each county or municipality may, at its option, create or abolish by ordinance local government code enforcement boards as provided herein.

(2) A charter county, a noncharter county, or a municipality may, by ordinance, adopt an alternate code enforcement system that gives code enforcement boards or special magistrates designated by the local governing body, or both, the authority to hold hearings and assess fines against violators of the respective county or municipal codes and ordinances. A special magistrate shall have the same status as an enforcement board under this chapter. References in this chapter to an enforcement board, except in s. 162.05, shall include a special magistrate if the context permits.

**History.**—ss. 1, 2, ch. 80-300; s. 3, ch. 82-37; s. 2, ch. 86-201; s. 1, ch. 87-129; s. 2, ch. 89-268; s. 2, ch. 99-360; s. 63, ch. 2004-11.

**Note.**—Former s. 166.053.

### **162.04 Definitions.—**As used in ss. 162.01-162.13, the term:

(1) “Local governing body” means the governing body of the county or municipality, however designated.

(2) “Code inspector” means any authorized agent or employee of the county or municipality whose duty it is to assure code compliance.

(3) “Local governing body attorney” means the legal counselor for the county or municipality.

(4) “Enforcement board” means a local government code enforcement board.

(5) “Repeat violation” means a violation of a provision of a code or ordinance by a person who has been previously found through a code enforcement board or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within 5 years prior to the violation, notwithstanding the violations occur at different locations.

**History.**—s. 1, ch. 80-300; s. 4, ch. 82-37; s. 10, ch. 83-216; s. 3, ch. 86-201; s. 3, ch. 89-268; s. 3, ch. 99-360; s. 22, ch. 2001-60.

**Note.**—Former s. 166.054.

### **162.05 Local government code enforcement boards; organization.—**

(1) The local governing body may appoint one or more code enforcement boards and legal counsel for the enforcement boards. The local governing body of a county or a municipality that has a population of less than 5,000 persons may appoint five-member or seven-member code enforcement boards. The local governing body of a county or a municipality that has a population equal to or greater than 5,000 persons must appoint seven-member code enforcement boards. The local governing body may appoint up to two alternate members for each code enforcement board to serve on the board in the absence of board members.

(2) Members of the enforcement boards shall be residents of the municipality, in the case of municipal enforcement boards, or residents of the county, in the case of county enforcement boards. Appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor.

(3)(a) The initial appointments to a seven-member code enforcement board shall be as follows:

1. Two members appointed for a term of 1 year each.
2. Three members appointed for a term of 2 years each.
3. Two members appointed for a term of 3 years each.

(b) The initial appointments to a five-member code enforcement board shall be as follows:

1. One member appointed for a term of 1 year.
2. Two members appointed for a term of 2 years each.

3. Two members appointed for a term of 3 years each.

Thereafter, any appointment shall be made for a term of 3 years.

(c) The local governing body of a county or a municipality that has a population of less than 5,000 persons may reduce a seven-member code enforcement board to five members upon the simultaneous expiration of the terms of office of two members of the board.

(d) A member may be reappointed upon approval of the local governing body.

(e) An appointment to fill any vacancy on an enforcement board shall be for the remainder of the unexpired term of office. If any member fails to attend two of three successive meetings without cause and without prior approval of the chair, the enforcement board shall declare the member's office vacant, and the local governing body shall promptly fill such vacancy.

(f) The members shall serve in accordance with ordinances of the local governing body and may be suspended and removed for cause as provided in such ordinances for removal of members of boards.

(4) The members of an enforcement board shall elect a chair, who shall be a voting member, from among the members of the board. The presence of four or more members shall constitute a quorum of any seven-member enforcement board, and the presence of three or more members shall constitute a quorum of any five-member enforcement board. Members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the local governing body or as are otherwise provided by law.

(5) The local governing body attorney shall either be counsel to an enforcement board or shall represent the municipality or county by presenting cases before the enforcement board, but in no case shall the local governing body attorney serve in both capacities.

**History.**—s. 1, ch. 80-300; s. 5, ch. 82-37; s. 4, ch. 86-201; s. 2, ch. 87-129; s. 4, ch. 89-268; s. 1, ch. 94-291; s. 1441, ch. 95-147.

**Note.**—Former s. 166.055.

**162.06 Enforcement procedure.—**

(1)(a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; however, no member of a board shall have the power to initiate such enforcement proceedings.

(b) A code inspector may not initiate enforcement proceedings for a potential violation of a duly enacted code or ordinance by way of an anonymous complaint. A person who reports a potential violation of a code or an ordinance must provide his or her name and address to the respective local government before an enforcement proceeding may occur. This paragraph does not apply if the code inspector has reason to believe that the violation presents an imminent threat to public health, safety, or welfare or imminent destruction of habitat or sensitive resources.

(2) Except as provided in subsections (3) and (4), if a violation of the codes is found, the code inspector shall notify the violator and give him or her a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the code inspector shall notify an enforcement board and request a hearing. The code enforcement board, through its clerical staff, shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed as provided in s. 162.12 to said violator. At the option of the code enforcement board, notice may additionally be served by publication or posting as provided in s. 162.12. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the enforcement board even if the violation has been corrected prior to the board hearing, and the notice shall so state.

(3) If a repeat violation is found, the code inspector shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall notify an enforcement board and request a hearing. The code enforcement board, through its clerical staff, shall schedule a hearing and shall provide notice pursuant to s. 162.12. The case may be presented to the enforcement board even if the repeat violation has been corrected prior to the board hearing, and the notice shall so state. If the repeat violation has been corrected, the code enforcement board retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator.

The repeat violator may choose to waive his or her rights to this hearing and pay said costs as determined by the code enforcement board.

(4) If the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately notify the enforcement board and request a hearing.

(5) If the owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

- (a) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.
- (b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.
- (c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.
- (d) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

A failure to make the disclosures described in paragraphs (a), (b), and (c) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

**History.**—s. 1, ch. 80-300; s. 5, ch. 86-201; s. 1, ch. 87-391; s. 5, ch. 89-268; s. 2, ch. 94-291; s. 1442, ch. 95-147; s. 2, ch. 96-385; s. 4, ch. 99-360; s. 64, ch. 2004-11; s. 2, ch. 2021-167.

**Note.**—Former s. 166.056.

#### **162.07 Conduct of hearing.—**

(1) Upon request of the code inspector, or at such other times as may be necessary, the chair of an enforcement board may call a hearing of an enforcement board; a hearing also may be called by written notice signed by at least three members of a seven-member enforcement board or signed by at least two members of a five-member enforcement board. Minutes shall be kept of all hearings by each enforcement board, and all hearings and proceedings shall be open to the public. The local governing body shall provide clerical and administrative personnel as may be reasonably required by each enforcement board for the proper performance of its duties.

(2) Each case before an enforcement board shall be presented by the local governing body attorney or by a member of the administrative staff of the local governing body. If the local governing body prevails in prosecuting a case before the enforcement board, it shall be entitled to recover all costs incurred in prosecuting the case before the board and such costs may be included in the lien authorized under s. 162.09(3).

(3) An enforcement board shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The enforcement board shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(4) At the conclusion of the hearing, the enforcement board shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted herein. The finding shall be by motion approved by a majority of those members present and voting, except that at least four members of a seven-member enforcement board, or three members of a five-member enforcement board, must vote in order for the action to be official. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, under the conditions specified in s. 162.09(1), the cost of repairs may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in

interest, or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the enforcement board shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

**History.**—s. 1, ch. 80-300; s. 6, ch. 82-37; s. 44, ch. 83-217; s. 6, ch. 86-201; s. 6, ch. 89-268; s. 3, ch. 94-291; s. 1443, ch. 95-147; s. 2, ch. 95-297.

**Note.**—Former s. 166.057.

**162.08 Powers of enforcement boards.**—Each enforcement board shall have the power to:

- (1) Adopt rules for the conduct of its hearings.
- (2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the sheriff of the county or police department of the municipality.
- (3) Subpoena evidence to its hearings.
- (4) Take testimony under oath.
- (5) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

**History.**—s. 1, ch. 80-300; s. 7, ch. 82-37; s. 7, ch. 86-201; s. 7, ch. 89-268.

**Note.**—Former s. 166.058.

**162.09 Administrative fines; costs of repair; liens.**—

(1) An enforcement board, upon notification by the code inspector that an order of the enforcement board has not been complied with by the set time or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the enforcement board for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code inspector. In addition, if the violation is a violation described in s. 162.06(4), the enforcement board shall notify the local governing body, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the local governing body to make further repairs or to maintain the property and does not create any liability against the local governing body for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this part, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, a code enforcement board finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in paragraph (2)(a).

(2)(a) A fine imposed pursuant to this section shall not exceed \$250 per day for a first violation and shall not exceed \$500 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (1). However, if a code enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000 per violation.

(b) In determining the amount of the fine, if any, the enforcement board shall consider the following factors:

1. The gravity of the violation;
2. Any actions taken by the violator to correct the violation; and
3. Any previous violations committed by the violator.

(c) An enforcement board may reduce a fine imposed pursuant to this section.

(d) A county or a municipality having a population equal to or greater than 50,000 may adopt, by a vote of at least a majority plus one of the entire governing body of the county or municipality, an ordinance that gives code enforcement boards or special magistrates, or both, authority to impose fines in excess of the limits set forth in paragraph (a). Such fines shall not exceed \$1,000 per day per violation for a first violation, \$5,000 per day per violation for a repeat violation, and up to \$15,000 per violation if the code enforcement board or special magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, a code enforcement board or special magistrate may impose additional fines to cover all costs incurred by the local

government in enforcing its codes and all costs of repairs pursuant to subsection (1). Any ordinance imposing such fines shall include criteria to be considered by the code enforcement board or special magistrate in determining the amount of the fines, including, but not limited to, those factors set forth in paragraph (b).

(3) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section. After 3 months from the filing of any such lien which remains unpaid, the enforcement board may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead under s. 4, Art. X of the State Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under s. 4(a), Art. X of the State Constitution.

**History.**—s. 1, ch. 80-300; s. 8, ch. 82-37; s. 2, ch. 85-150; s. 8, ch. 86-201; s. 2, ch. 87-391; s. 8, ch. 89-268; s. 4, ch. 94-291; s. 1, ch. 95-297; s. 5, ch. 99-360; s. 1, ch. 2000-125; s. 65, ch. 2004-11.

**Note.**—Former s. 166.059.

**162.10 Duration of lien.**—No lien provided under the Local Government Code Enforcement Boards Act shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action is commenced pursuant to s. 162.09(3) in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the action. The local governing body shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

**History.**—s. 9, ch. 82-37; s. 9, ch. 86-201; s. 9, ch. 89-268; s. 5, ch. 94-291; s. 2, ch. 2000-125.

**162.11 Appeals.**—An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

**History.**—s. 1, ch. 80-300; s. 10, ch. 82-37; s. 3, ch. 85-150; s. 10, ch. 86-201.

**Note.**—Former s. 166.061.

**162.12 Notices.**—

(1) All notices required by this part must be provided to the alleged violator by:

(a) Certified mail, and at the option of the local government return receipt requested, to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The local government may also provide an additional notice to any other address it may find for the property owner. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation. If any notice sent by certified mail is not signed as received within 30 days after the postmarked date of mailing, notice may be provided by posting as described in subparagraphs (2)(b)1. and 2.;

(b) Hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the local governing body;

(c) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

(d) In the case of commercial premises, leaving the notice with the manager or other person in charge.



(2) In addition to providing notice as set forth in subsection (1), at the option of the code enforcement board or the local government, notice may be served by publication or posting, as follows:

(a)1. Such notice shall be published in print in a newspaper or on a publicly accessible website as provided in s. 50.0311 for 4 consecutive weeks. If published in print, the notice shall be published once during each week for 4 consecutive weeks (four publications being sufficient) in a newspaper in the county where the code enforcement board is located. The newspaper shall meet such requirements as are prescribed under chapter 50 for legal and official advertisements.

2. Proof of publication shall be made as provided in ss. 50.041 and 50.051.

(b)1. In lieu of publication as described in paragraph (a), such notice may be posted at least 10 days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be, in the case of municipalities, at the primary municipal government office, and in the case of counties, at the front door of the courthouse or the main county governmental center in said county.

2. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(c) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (1).

(3) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (1), together with proof of publication or posting as provided in subsection (2), shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the alleged violator actually received such notice.

**History.**—s. 1, ch. 80-300; s. 11, ch. 86-201; s. 3, ch. 87-391; s. 10, ch. 89-268; s. 6, ch. 94-291; s. 6, ch. 99-360; s. 3, ch. 2000-125; s. 1, ch. 2012-13; s. 2, ch. 2013-193; s. 1, ch. 2014-154; s. 14, ch. 2021-17; s. 14, ch. 2022-103.

**Note.**—Former s. 166.062.

**162.125 Actions for money judgments under this chapter; limitation.**—Actions for money judgments under this chapter may be pursued only on fines levied after October 1, 2000.

**History.**—s. 4, ch. 2000-125.

**162.13 Provisions of act supplemental.**—It is the legislative intent of ss. 162.01-162.12 to provide an additional or supplemental means of obtaining compliance with local codes. Except as provided in s. 162.06(1)(b), nothing contained in ss. 162.01-162.12 shall prohibit a local governing body from enforcing its codes by any other means.

**History.**—s. 11, ch. 82-37; s. 3, ch. 2021-167.

## PART II

### SUPPLEMENTAL COUNTY OR MUNICIPAL CODE OR ORDINANCE ENFORCEMENT PROCEDURES

162.21 Enforcement of county or municipal codes or ordinances; penalties.

162.22 Designation of enforcement methods and penalties for violation of municipal ordinances.

162.23 Notice to appear.

162.30 Civil actions to enforce county and municipal ordinances.

**162.21 Enforcement of county or municipal codes or ordinances; penalties.**—

(1) As used in this section, “code enforcement officer” means any designated employee or agent of a county or municipality whose duty it is to enforce codes and ordinances enacted by the county or municipality.

(2) A county or a municipality may designate certain of its employees or agents as code enforcement officers. The training and qualifications of the employees or agents for such designation shall be determined by the county or the municipality. Employees or agents who may be designated as code enforcement officers may include, but are not limited to, code inspectors, law enforcement officers, animal control officers, or firesafety inspectors.

Designation as a code enforcement officer does not provide the code enforcement officer with the power of arrest or subject the code enforcement officer to the provisions of ss. 943.085-943.255. Nothing in this section amends, alters, or contravenes the provisions of any state-administered retirement system or any state-supported retirement system established by general law.

(3)(a) A code enforcement officer is authorized to issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code or ordinance and that the county court will hear the charge.

(b) A code enforcement officer may not initiate an investigation of a potential violation of a duly enacted code or ordinance by way of an anonymous complaint. A person who reports a potential violation of a code or an ordinance must provide his or her name and address to the respective local government before an investigation may occur. This paragraph does not apply if the code enforcement officer has reason to believe that the violation presents an imminent threat to public health, safety, or welfare or imminent destruction of habitat or sensitive resources.

(c) Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, a code enforcement officer may issue a citation to the person who has committed the violation. A code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

(d) A citation issued by a code enforcement officer shall be in a form prescribed by the county or the municipality and shall contain:

1. The date and time of issuance.
2. The name and address of the person to whom the citation is issued.
3. The date and time the civil infraction was committed.
4. The facts constituting reasonable cause.
5. The number or section of the code or ordinance violated.
6. The name and authority of the code enforcement officer.
7. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
8. The applicable civil penalty if the person elects to contest the citation.
9. The applicable civil penalty if the person elects not to contest the citation.
10. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

(4) After issuing a citation to an alleged violator, a code enforcement officer shall deposit the original citation and one copy of the citation with the county court.

(5) A county or a municipality is authorized to enforce codes and ordinances under the provisions of this section and may enact an ordinance establishing procedures for the implementation of such provisions, including a schedule of violations and penalties to be assessed by code enforcement officers. If a county or municipality chooses to enforce codes or ordinances under the provisions of this section, each code or ordinance or the ordinance enacted by the county or municipality establishing procedures for implementation of this section shall provide:

- (a) That a violation of a code or an ordinance is a civil infraction.
- (b) A maximum civil penalty not to exceed \$500.
- (c) A civil penalty of less than the maximum civil penalty if the person who has committed the civil infraction does not contest the citation.

(d) For the issuance of a citation by a code enforcement officer who has reasonable cause to believe that person has committed an act in violation of a code or an ordinance.

(e) For the contesting of a citation in county court.

(f) Such procedures and provisions as are necessary to provide for the enforcement of a code or an ordinance under the provisions of this section.

(6) Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(7) The provisions of this part shall not apply to the enforcement pursuant to ss. 553.79 and 553.80 of the Florida Building Code adopted pursuant to s. 553.73 as applied to construction, provided that a building permit is either not required or has been issued by the county or the municipality.

(8) The provisions of this section are additional and supplemental means of enforcing county or municipal codes or ordinances and may be used for the enforcement of any code or ordinance, or for the enforcement of all codes and ordinances. Except as provided in paragraph (3)(b), nothing contained in this section shall prohibit a county or municipality from enforcing its codes or ordinances by any other means.

**History.**—s. 11, ch. 89-268; s. 7, ch. 94-291; s. 1444, ch. 95-147; s. 3, ch. 96-385; s. 4, ch. 98-287; s. 115, ch. 2000-141; s. 35, ch. 2001-186; s. 4, ch. 2001-372; s. 4, ch. 2021-167.

**162.22 Designation of enforcement methods and penalties for violation of municipal ordinances.**—The governing body of a municipality may designate the enforcement methods and penalties to be imposed for the violation of ordinances adopted by the municipality. These enforcement methods may include, but are not limited to, the issuance of a citation, a summons, or a notice to appear in county court or arrest for violation of municipal ordinances as provided for in chapter 901. Unless otherwise specifically authorized and provided for by law, a person convicted of violating a municipal ordinance may be sentenced to pay a fine, not to exceed \$500, and may be sentenced to a definite term of imprisonment, not to exceed 60 days, in a municipal detention facility or other facility as authorized by law.

**History.**—s. 1, ch. 94-255.

**162.23 Notice to appear.**—

(1) Notwithstanding s. 34.07, a code enforcement officer, designated pursuant to s. 162.21(1) and (2), may issue a notice to appear at any hearing conducted by a county court if the officer, based upon personal investigation, has reasonable cause to believe that the person has violated a code or ordinance. A notice to appear means a written order issued by a code enforcement officer in lieu of physical arrest requiring a person accused of violating the law to appear in a designated court or governmental office at a specified date and time. If a person issued a notice to appear under this section refuses to sign such notice, the code enforcement officer has no authority to arrest such person.

(2) Prior to issuing a notice to appear, a code enforcement officer shall provide written notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no fewer than 5 days and no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the prescribed time period, a code enforcement officer may issue a notice to appear to the person who has committed the violation. A code enforcement officer is not required to provide the person with a reasonable time period to correct the violation prior to issuing a notice to appear and may immediately issue a notice to appear if a repeat violation is found, or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare or that the violator is engaged in violations of an itinerant or transient nature, as defined by local code or ordinance within the jurisdiction, or if the violation is irreparable or irreversible.

**History.**—s. 1, ch. 96-385; s. 7, ch. 99-360.

**162.30 Civil actions to enforce county and municipal ordinances.**—In addition to other provisions of law authorizing the enforcement of county and municipal codes and ordinances, a county or municipality may enforce



any violation of a county or municipal code or ordinance by filing a civil action in the same manner as instituting a civil action. The action shall be brought in county or circuit court, whichever is appropriate depending upon the relief sought. Counties and municipalities are authorized and required to pay any counsel appointed by the court to represent a private party in such action if the provision of counsel at public expense is required by the Constitution of the United States or the Constitution of the State of Florida and if the party is indigent as established pursuant to s. 27.52. The county or municipality shall bear all court fees and costs of any such action, and may, if it prevails, recover the court fees and costs and expense of the court-appointed counsel as part of its judgment. The state shall bear no expense of actions brought under this section except those that it would bear in an ordinary civil action between private parties in county court.

**History.**—s. 87, ch. 2003-402.

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

STATE OF FLORIDA

COUNTY OF Pinellas, Hillsborough, Pasco,  
Hernando Citrus

} SS

before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative of the Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCES 2024-04, 05, and 06** was published in said newspaper by print in the issues of: **4/24/24** or by publication on the newspaper's website, if authorized, on

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

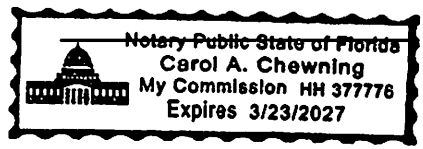
Signature Affiant

Sworn to and subscribed before me this **04/24/2024**

Signature of Notary Public

Personally known  or produced identification

Type of identification produced



Item 10A.

**NOTICE OF PUBLIC HEARING**

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter Section 7.3B, and Florida Statutes §166.041(3)(a):

**NOTICE IS HEREBY GIVEN**, that the **BOARD OF COMMISSIONERS** of the City of Madeira Beach, will conduct a separate Second Reading and Public Hearing for the adoption of proposed Ordinance 2024-04, Ordinance 2024-05, and Ordinance 2024-06 on Wednesday, May 8, 2024, at 6:00 p.m. The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The title of said Ordinance is as follows:

**ORDINANCE 2024-04**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 2 (ENFORCEMENT BY SPECIAL MAGISTRATE) OF ARTICLE VII (CODE ENFORCEMENT) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO REFLECT THE CHANGES THAT HAVE BEEN ADOPTED IN CHAPTER 162, FLORIDA STATUTES; DELETING SECTION 2-380 (PRIORITY OF LIENS) AND RENUMBERING SUBSEQUENT SECTIONS; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 2024-05**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE FEES AND COLLECTIONS PROCEDURE MANUAL; REPEALING ORDINANCE 2023-18, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 2024-06**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 2-502 (APPOINTMENT AND REMOVAL) OF ARTICLE VIII (SPECIAL MAGISTRATE) OF CHAPTER 2 (ADMINISTRATION) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO AMEND THE APPROVAL PROCESS FOR THE RATE OF COMPENSATION OF THE SPECIAL MAGISTRATE; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Interested parties may appear at the meeting and be heard with respect to the proposed ordinances. A copy of the proposed Ordinances is available for inspection in the City Clerk's Office at 300 Municipal Drive, Madeira Beach, FL 33708 between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the proposed Ordinance, please contact the City Manager at (727) 391-9951, Ext. 227 or 228 or email at [rgomez@madeirabeachfl.gov](mailto:rgomez@madeirabeachfl.gov).

The meeting will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 244 or email a written request to [cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov).

**ORDINANCE 2024-06**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 2-502 (APPOINTMENT AND REMOVAL) OF ARTICLE VIII (SPECIAL MAGISTRATE) OF CHAPTER 2 (ADMINISTRATION) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO AMEND THE APPROVAL PROCESS FOR THE RATE OF COMPENSATION OF THE SPECIAL MAGISTRATE; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Attorney has reviewed the current provisions of Section 2-502 of Article VIII (Special Magistrate) of Chapter 2 (Administration) of the Code of Ordinances for the City of Madeira Beach and has recommended that the rate of compensation for the Special Magistrate be determined by the City Manager, subject to ratification by the Board of Commissioners; and

**WHEREAS**, the recommendation of the City Attorney has been found meritorious by the Board of Commissioners; and

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

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:**

**Section 1.** That subparagraph (e) of Sec. 2-502 (Appointment and Removal) of Article VIII (Special Magistrate) of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended and shall read as follows:

- (e) The special magistrate shall be compensated at a rate to be determined by the city commission-city manager, subject to ratification by the Board of Commissioners.

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

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

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

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

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

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

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

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

# Business Impact Estimate

*This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Madeira Beach’s website by the time notice of the proposed ordinance is published.*

Proposed ordinance’s title/reference:

**ORDINANCE 2024-06**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 2-502 (APPOINTMENT AND REMOVAL) OF ARTICLE VIII (SPECIAL MAGISTRATE) OF CHAPTER 2 (ADMINISTRATION) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO AMEND THE APPROVAL PROCESS FOR THE RATE OF COMPENSATION OF THE SPECIAL MAGISTRATE; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance would allow the City Manager the right to determine the rate of compensation for the Special Magistrate. The Board of Commissioners would still need to ratify the rate of compensation for the Special Magistrate. This ordinance helps to continue the support of the Special Magistrate, which handles code enforcement cases, variances, and special exception uses.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Madeira Beach’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The proposed ordinance does not have a direct financial impact or proposes an additional cost on businesses located in Madeira Beach.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses would be directly affected by this ordinance.

4. Additional information the governing body deems useful (if any):

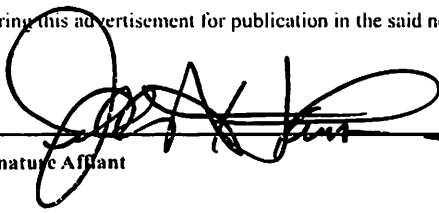
This ordinance would give the Board of Commissioners the power to delegate to the City Manager for determining the rate of compensation for the Special Magistrate. The Board of Commissioners would still have the power to ratify the rate of compensation for the Special Magistrate.

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COUNTY OF Pinellas, Hillsborough, Pasco,  
Hernando Citrus } SS

before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative of the Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida: that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCES 2024-04, 05, and 06** was published in said newspaper by print in the issues of: **4/24/24** or by publication on the newspaper's website, if authorized, on

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

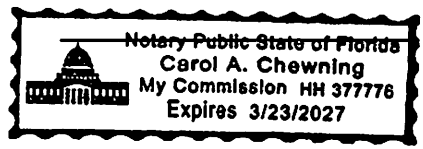
  
\_\_\_\_\_  
Signature Affiant

Sworn to and subscribed before me this **04/24/2024**

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

Personally known  or produced identification

Type of identification produced



Item 10B.

**NOTICE OF PUBLIC HEARING**

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter Section 7.3B, and Florida Statutes §166.041(3)(a):

**NOTICE IS HEREBY GIVEN**, that the **BOARD OF COMMISSIONERS** of the City of Madeira Beach, will conduct a separate Second Reading and Public Hearing for the adoption of proposed Ordinance 2024-04, Ordinance 2024-05, and Ordinance 2024-06 on Wednesday, May 8, 2024, at 6:00 p.m. The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The title of said Ordinance is as follows:

**ORDINANCE 2024-04**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 2 (ENFORCEMENT BY SPECIAL MAGISTRATE) OF ARTICLE VII (CODE ENFORCEMENT) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO REFLECT THE CHANGES THAT HAVE BEEN ADOPTED IN CHAPTER 162, FLORIDA STATUTES; DELETING SECTION 2-380 (PRIORITY OF LIENS) AND RENUMBERING SUBSEQUENT SECTIONS; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 2024-05**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE FEES AND COLLECTIONS PROCEDURE MANUAL; REPEALING ORDINANCE 2023-18, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 2024-06**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 2-502 (APPOINTMENT AND REMOVAL) OF ARTICLE VIII (SPECIAL MAGISTRATE) OF CHAPTER 2 (ADMINISTRATION) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO AMEND THE APPROVAL PROCESS FOR THE RATE OF COMPENSATION OF THE SPECIAL MAGISTRATE; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Interested parties may appear at the meeting and be heard with respect to the proposed ordinances. A copy of the proposed Ordinances is available for inspection in the City Clerk's Office at 300 Municipal Drive, Madeira Beach, FL 33708 between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the proposed Ordinance, please contact the City Manager at (727) 391-9951, Ext. 227 or 228 or email at [rgomez@madeirabeachfl.gov](mailto:rgomez@madeirabeachfl.gov).

The meeting will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 244 or email a written request to [cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov).





## MEMORANDUM

**Date:** April 10, 2024  
**To:** Hon. Mayor and Board of Commissioners  
**Through:** Robin Gomez, City Manager  
**From:** Andrew Laflin, Director of Finance  
**Subject:** Ordinance 2024-05 Fees and Collection Procedure Manual – FY 2024 Update

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### **Background**

The purpose of this agenda item is to present to the Board of Commissioners proposed an amendment to the Fees and Collection Procedure Manual to establish a new fee for the Building Department.

Exhibit A consists of the Fees and Collection Procedure Manual with tracked changes. Within Exhibit A, all updates to the manual, including addition of new fees, changing existing fees, modification of current explanatory language, and other similar changes, are included in red font with previous fee amounts and language stricken. Thus, Exhibit A provides an illustration of listed fees before and after the amendments resulting from adopting Ordinance 2024-05. The change proposed by Ordinance 2024-05 is an additional miscellaneous fee, the Building Safety/Milestone Report Review fee, for \$250 for each review performed by the Building Department.

### **Fiscal Impact**

This amendment will result in additional revenues to support City operations within Building Services. Annual additional revenue is estimated to be approximately \$7,500.

### **Recommendation**

Staff recommends approval of Ordinance 2024-05 on First and Second Reading.

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

- Ordinance 2024-05
- Exhibit A: Fees and Collection Procedure Manual with tracked changes

**ORDINANCE 2024-05**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE FEES AND COLLECTIONS PROCEDURE MANUAL; REPEALING ORDINANCE 2023-18; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

**SECTION 1.** The Fees and Collections Procedure Manual attached hereto as Exhibit A is hereby adopted

**SECTION 2.** That Ordinance 2023-18 is hereby repealed.

**SECTION 3.** That this Ordinance shall be deemed severable. If any part of the Ordinance is deemed unconstitutional, it shall not affect the constitutionality of other portions of the Ordinance.

**SECTION 4.** That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be hereby repealed insofar as the same effect this Ordinance.

**SECTION 5.** That this Ordinance shall be in full force and effect upon adoption in the manner provided by law.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

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

Exhibit A Ordinance 2024-05



# **FEES & COLLECTION PROCEDURE MANUAL**

(Updated Through Ordinance 2024-05)

**Office of the City Clerk  
Adopted: May 8, 2024**

# FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE 2024-05)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**CUSTODIAN OF PUBLIC RECORDS**

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

**RECORDS CUSTODIANS**

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

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

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**ARTICLE II. DEVELOPMENT SERVICES**

*A. General Development Services Fee Structure:*

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

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

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

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

(3) Special exception use .....	\$1,800.00
(4) Appeal of decision (appeal is refundable if decision is overruled).....	\$1,500.00
(5) After-the-fact variance (double fee)..... (Ordinance 2016-06)	\$3,600.00
(6) Conversion of a nonconforming non-habitable area into a habitable area .....	\$1,000.00
C. Alcoholic Beverage Permit Application Fee .....	\$800.00
(Res. 2012-14, 09/05/2012)	
D. Platting.	
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)	
(1) Review of construction drawings .....	\$500.00
(2) Replat .....	\$500.00
(3) Final .....	\$500.00
(4) Amendment to a plat .....	\$500.00
(5) Minor subdivision .....	\$350.00
(6) Lot line adjustments.....	\$200.00
(7) Unity of title .....	\$100.00
(8) Rescission of unity of title .....	\$250.00
E. Vacation. (Not including costs associated with referendum)	
(Res. 2016-24, 07/12/2016, Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)	
Right-of-way (as approved by referendum) .....	\$1,500.00
Easement (as approved by referendum when required) .....	\$1,500.00
F. Site Plan and Redevelopment Process	
Level of site plan review to be determined in accordance with city land development ordinance and interpreted by development review staff.	
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)	
(1) Minor Site Plan Review .....	\$300.00
(2) Intermediate Site Plan Review	
a. Preliminary Site Plan .....	\$300.00
b. First Review Site Plan Submittal .....	\$1,000.00
c. Each Additional Submittal .....	\$500.00
(3) Major Site Plan Review	

- a. Preliminary Site Plan ..... \$500.00
- b. First Review Site Plan Submittal ..... \$2,000.00
- c. Each Additional Submittal ..... \$500.00
  
- (4) Administrative Waiver ..... \$500.00
  
- (5) Encroachment Extension ..... \$1,000.00
  
- G. Zoning/Land Development Regulation Interpretations and Meetings – Base Fee..... \$100.00
  - (1) Single Family – Fourplex ..... \$100.00
  - (2) 5-12 Units, Commercial less than 2000sqft ..... \$150.00
  - (3) 13 + Units, Temporary Lodging, Commercial more than 2000sqft ..... \$200.00

*Interpretation of land development regulations such as number of legal units existing on a property, nonconforming provisions, subdivision regulations, and/or Planning, Zoning or Predevelopment review meetings. Such services would include up to one hour of meeting and or research of the Planner and can include the preparation of a written interpretation. Time required above an hour or requiring the participation of additional staff, shall be charged at the employees' hourly rate plus benefits on a time for time basis. On-site consultation with planner or Certified Flood Plain Manager (as needed; by request) requires an additional fee of \$100.00.*
  
- H. Zoning Verification Letter ..... \$100.00
  - Includes one hour of research. Additional time will be charged at the employee’s hourly rate plus benefits.
  - (Res. 2016-24, 07/12/2016)
  - Verification in writing (formal letter on City stationary) as to the property's zoning. This includes a copy of the related district regulations. Such letters are often requested by realtors for property closings.*
  
- I. Land Development Regulations Amendment ..... \$1,500.00
  - (Res. 2016-24, 07/12/2016)
  
- J. Land Use Amendment ..... \$3,000.00
  - (Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)
  
- K. Rezoning ..... \$2,000.00
  - (Res. 07-14, 06/26/2007)
  
- L. Planned Development (PD) and Planned Development Amendments. (Res. 07.14, 06/26/2007)
  - (1) Development Meetings-Charged as Plan Review Meetings at the combined hourly rate of all staff assigned by the Planning Director.
  - (2) Plan Review
    - a. Preliminary Plan and Standards Review ..... \$1,500.00
    - b. First Plan and Standards Plan Review ..... \$2,500.00
    - c. Each Subsequent Submittal ..... \$500.00
    - Plus hourly rate of assigned staff

- (3) Minor modifications not requiring full site plan, neighborhood/community meetings or zoning map amendment or amendment of the planned development agreement ..... \$1,000.00
- (4) Major modifications.....To be charged by the full rate for a new Planned Development.
- (5) Development Agreements..... Application fee of \$500.00 and charges will include all staff and consulting time at hourly rates plus benefits and will be paid prior to execution of the Development Agreement Ordinance.

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

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

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

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

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

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

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

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

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

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

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

- (1) Permit for any business with current Local Business Tax Receipt (BTR) .....\$10.00
- (2) Permit for any business without current BTR ..... \$100.00
  - a. For each additional person participating without a BTR .....\$20.00

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

*S. Specific Site Plan Applications*

- (1) Dog Dining Request .....\$75.00  
*A fee of \$75.00 shall be required for both the initial application and subsequent annual renewals requesting to allow dogs in specified outdoor area(s) of a food service establishment during operating hours. This fee shall offset the City's cost to administer, review and inspect such request.*

*This fee shall apply only to pet dogs, service animals are already permitted within business establishments by law.*

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

**T. Building Permit Fee Schedule.**

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

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

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

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

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

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

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

(2) EXPRESS Permit – issued same day (plus any additional applicable fees).....\$50.00

(3) Valuation Fee: Two percent 2% of the Total Project Value, which includes both materials and labor and other related fees).

(4) Florida Surcharge Fee: The Building Permit fee as required by Florida Law, a total of two and one-half (2½%) percent per permit. A minimum of four dollars of the Building Permit Fees.

(5) Pre-Permit Plan Review Fee: All plan review fees for large "commercial and residential" building permits including one-and-two family dwellings, townhouses, multifamily units and all commercial projects shall be:

- a. One-and-two family dwellings & townhouses .....\$250.00
- b. Multifamily units & commercial projects ..... \$500.00
- c. FEMA - SI/SD projects ..... \$250.00

- d. Minimum fee..... \$100.00
- (6) Re-examination of plans due to corrections, changes, or alterations, prior to or after permit issuance.
  - a. Plan revisions (Minor, 2,499 sq. ft. or less) ..... \$100.00
  - b. Plan revisions (Large) greater than (>) 2500sq. ft ..... \$250.00
- (7) Miscellaneous Fees:
  - a. Certificate of Occupancy and/or Certificate of Completion .....\$50.00
  - b. Letters of Determination (e.g., flood, building, etc.).....\$50.00
  - c. Change of contractor (all trades) .....\$50.00
  - d. Change of use or occupancy.....\$50.00
  - e. Demolition of structure:
    - i. Demolition base fee (up to 5,000 sq ..... \$100.00
    - ii. Structures over 5,000 sq. ft ..... \$250.00
  - f. Early release of power (*before electrical final*)..... \$50.00
  - g. Moving of structure..... \$100.00
  - h. Permit extension (*per extension*) ..... \$50.00
  - i. Transfer of Permit .....\$50.00
  - j. Permit fee for applications performed by an outside entity:  
*The permit fee for an application when the Building Official has approved the request of the applicant to have an outside entity, contracted by the applicant, perform the required inspections shall be:*
    - i. Fee per sq. ft. of the proposed structure ..... \$1.00
    - ii. Minimum fee, (plus any applicable fees) .....\$50.00
  - k. Red tags and/or failed inspection(s) (*per tag/inspection*) ..... \$50.00
  - l. Replacement of placard card (*per placard card*)..... \$25.00
  - m. Special consultation with Building Official (*as needed;by request*) ..... \$100.00
  - n. FEMA or damage pre-permit inspection, Fire or Structural(*Includes Trades*)..... \$100.00
  - o. Building Code, Life & HealthSafety inspection ..... \$100.00
  - p. After hours inspection (*beyond normal business hours*) ..... \$250.00
  - q. Stop-work order (*per order*)..... \$50.00
  - r. Temporary power pole.....\$50.00
  - s. Tent permit .....\$25.00
  - t. Tree removal permit .....\$50.00
  - u. Well/Test boring application..... \$100.00
  - v. Each additional boring on same site ..... \$20.00
  - w. **Building Safety/Milestone Report Review Fee ..... \$250.00**
- (8) "After the Fact" permit fee:
  - a. Shall be **(5)** times the face value of the permit valuation fees.
  - b. Any subsequent "After-the-fact" permit issued to the same Contractor, Property Owner and/or Homeowner within the following (12) months shall be **(10)** times the normal fees.
- (9) Refunds. NO refunds on permits unless such permit was issued in error in part of the City. There shall be no refund of fees if work commences or of the permit is 90 days or older.

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

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

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

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

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

U. Impact Fee Schedule

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

Category or Class	Calculated fee rate multiply by building area						
	FY 2022	FY 2023	FY 2024	FY 2025	FY202 6	FY 2027	FY 2028
Culture & Recreation	\$3.57	\$4.76	\$5.94	\$7.13	\$8.23	\$9.52	\$11.89
Mobility	\$0.45	\$0.60	\$0.75	\$0.90	\$1.05	\$1.20	\$1.50
Public Safety	\$0.18	\$0.24	\$0.30	\$0.36	\$0.42	\$0.48	\$0.60
<b>Total</b>	<b>\$4.20</b>	<b>\$5.60</b>	<b>\$6.99</b>	<b>\$8.39</b>	<b>\$9.70</b>	<b>\$11.20</b>	<b>\$13.99</b>

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

**ARTICLE III. FINANCE DEPARTMENT**

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

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

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

D. *Recording of Documents:*

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

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

E. *Parking fines and penalties.* Parking fines and penalties shall be as follows:

*(Res. 06.29, 11/28/2006; Res. 04.09, 08/10/2004; Code 1983, §5-19; City Ord 2022-23)*

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

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

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

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

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

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

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

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

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

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

Johns Pass Seafood Festival  
Memorial Day  
by the BOCC by resolution.

The Fourth of July  
Additional event days as authorized

G. *Business Parking Permit (up to 4 permits/month/Business) per month* ..... \$40.00

*Permit for any business with current Local Business Tax Receipt (BTR).*

H. *Vanity Plates (1 plate for each current registered vehicle)* ..... \$40.00

*For residents of the City of Madeira Beach ONLY and is a substitute for the free parking sticker issued at the beginning of each year.*

I. *Parking meters city-wide* ..... \$3.00/hr.



- J. *Overnight Parking* ..... \$72.00/day up to 7 days. *Selective Surface Parking lots from 130<sup>th</sup> to Kitty Stuart Park.*
- K. *Festival Parking.* *The City Manager maintains the right to designate festival parking rates for designated special events at his/her discretion. Each special event is subject to review.*
- L. *No operator of a vehicle shall park a vehicle on dirt, grass or landscaped city rights-of-way, medians, swales, or similar areas. The city manager, or designee, may waive this prohibition on a temporary basis where it is determined that such waiver is necessary.*
- M. *Parking Fee Amendment Resolution.* In order to adjust parking fees as may be needed due to environmental, economic, or other conditions that may occur during the fiscal year, parking fees can be waived, decreased, or increased at any time during the fiscal year by Resolution of the Board of City Commissioners.

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

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

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**ARTICLE IV. FIRE DEPARTMENT**

- A. *Fire & Life Safety Inspection*
  - (1) *Places of Assembly (Posted Occupant Load):*
    - a. Up to 49 People.....\$50.00
    - b. 50 –149 People..... \$100.00
    - c. 150 People or More ..... \$150.00
  - (2) *Residential structures, hotel/motel, timeshare, rentals/resort rentals (5 units or greater)*
    - a. 5 –10 Units.....\$100.00
    - b. 11 –20 Units..... \$150.00
    - c. 21 –49 Units ..... \$200.00
    - d. 50 or More Units ..... \$350.00
  - (3) *Automotive and/or Marine Service or Storage Facilities* ..... \$200.00
  - (4) *Automotive and/or Marine Fueling Facilities*..... \$200.00
  - (5) *Standalone Single Business:*
    - a. Up to 2,499 sq. ft .....\$50.00
    - b. 2,000 or more sq. ft ..... \$100.00
  - (6) *Multiple Commercial/Businesses:*
    - a. Unoccupied, per suite .....\$25.00
    - b. Occupied, per suite .....\$50.00

- (7) Storage Facilities
  - a. Up to 4,999 sq. ft ..... \$100.00
  - b. 5,000 or moresq. ft ..... \$200.00
- (8) Subsequent Fee for Each Return Inspection for Compliance .....\$30.00
- (9) Fire Department Red Tag/Stop Work Order .....\$50.00
- B. Fire Plan Review and Correlated Inspection(s)**
  - (1) For Site Plans and Building Plans .....\$0.05/sqft
  - (2) Other fire plans review (fire alarm, fire suppression, etc.) ..... \$250.00
  - (3) Failed inspections(s) (per each inspection).....\$50.00
- C. CPR Classes.**
  - (1) Resident .....\$25.00
  - (2) Non-resident.....\$50.00
- D. Fire Engine Rental for Fire System Testing and/or Certification.**
  - (1) First 4 Hours.....\$1,000.00
  - (2) Each Additional Hour ..... \$250.00  
(Res. 08.10, 09/23/2008)
- E. Special Event Fee**
  - (1) Fire Rescue Special Event (per Hour) ..... \$125.00
  - (2) Equipment Service Fee; Fuel, Oil, Maintenance, etc. (per unit per day).....\$50.00
  - (3) Special Event Inspection; Cooking Tents, Food Trucks, etc. (per event)..... \$100.00

**ARTICLE V. PARKS & RECREATION**

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

- A. Recreation.**
  - (1) Adult Sports Registration:
    - a. Rate determined by sport, competitive analysis, and cost recovery.
      - i. Resident/Non-Resident Pricing model will be utilized.
  - (2) Youth Sports
    - a. Rate determined by sport, competitive analysis, and cost recovery.
      - i. Resident/Non-Resident Pricing model will be utilized.
  - (3) After-School Program (will take effect August 1, 2020):

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

(4) Summer Camp Program:

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

(5) Fitness Classes

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

**B. Recreation Center and City Hall Rentals.**

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

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

- a. Recreation Center Rooms (security deposits are refundable)
  - i. Full Recreation Center (all rooms) (*security deposit \$400.00*)..... \$300.00/hr.
  - ii. Boca View Hall (*security deposit \$200.00.00*) ..... \$100.00/hr.
  - iii. Ocean Walk Room (*security deposit \$200.00*) ..... \$50.00/hr.
  - iv. Starboard Room (*security deposit \$200.00*)..... \$50.00/hr.
  - v. Outside Deck (*security deposit \$400.00*)..... \$100.00/hr.
  - vi. Boca View Hall & Outside Deck (*security deposit \$400.00*)..... \$150.00/hr.
  - vii. Setup/breakdown Fee- *Up to 2 hours before and 2 hours after* ..... \$50.00/hr.
- b. City Hall Rooms (security deposits are refundable)
  - i. City Centre Room (*security deposit \$400.00*)..... \$200.00/hr.  
(*includes use of outside deck & restrooms*)
  - ii. Commission Chambers\* (*security deposit \$200.00*) ..... \$200.00/hr.

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

- c. Resident Discount- applied to hourly rental rates..... 20% discount.
- (2) Friday – Sunday rental period. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. The 6.5% sales tax is not included in hourly rates. Security deposit may be refunded within thirty (30) days following an event.
- a. Recreation Center Rooms (security deposits are refundable)
    - i. Full Recreation Center (*all rooms*) (*security deposit \$400.00*) ..... \$350.00/hr.
    - ii. Boca View Hall (*security deposit \$200.00*) ..... \$150.00/hr.
    - iii. Ocean Walk Room (*security deposit \$200.00*) ..... \$75.00/hr.
    - iv. Starboard Room (*security deposit \$200.00*).....\$75.00/hr.
    - v. Outside Deck (*security deposit \$200.00*)..... \$125.00/hr.
    - vi. Boca View Hall & Outside Deck-(*security deposit \$400.00*) ..... \$250.00/hr.
    - vii. Setup/breakdown Fee – Up to 2 hours before and 2 hours after .....\$50.00/hr.
  - b. City Hall Rooms (security deposits are refundable):
    - i. City Centre Room (*security deposit \$400.00*) ..... \$250.00/hr.  
(*includes use of outside deck & restrooms*)
    - ii. Commission Chambers\* (*security deposit \$200.00*) ..... \$250.00/hr.
- \*ONLY** as a backup space for outside reservations negatively impacted by weather.
- c. Resident discount on hourly rates.
- (3) Set-up and Cleaning Fees (*per location*):
- a. Less than 50 attendees ..... \$100.00
  - b. 50+ attendees ..... \$200.00

C. Park & Pavilion Rentals

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

(1) Archibald Park

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

(2) John's Pass Park:

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

(3) Splash Pads Rentals

- a. Resident Rates
  - i. Splash Pad (2 Hours)..... \$100.00

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

D. Athletic Field Rentals

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

- (1) Hourly resident rates by facility (6.8% Sales Tax NOT included)
  - a. Softball Field .....\$25.00
  - b. Soccer Field.....\$25.00
  - c. Basketball Court ..... \$5.00
  - d. Tennis Court ..... \$5.00
  - e. Field Preparation and Lining (softball).....\$45.00
  - f. Field Preparation and Lining (football/soccer) .....\$25.00
  - g. Attendant Fee (per staff member).....\$25.00
  - h. Rental Cleaning Fee .....\$25.00
  - i. Light Fee .....\$10.00
- (2) Hourly non-resident rates by facility (6.5% Sales Tax NOT included)
  - a. Softball Field .....\$30.00
  - b. Soccer Field.....\$30.00
  - c. Basketball Court .....\$10.00
  - d. Tennis Court .....\$10.00
  - e. Field Preparation and Lining (softball).....\$50.00
  - f. Field Preparation and Lining (football/soccer) .....\$30.00
  - g. Attendant Fee (per staff member).....\$30.00
  - h. Rental Cleaning Fee .....\$30.00
  - i. Light Fee .....\$15.00

E. Wedding Permits.

- (1) Small wedding permit application fee ..... \$100.00\*
  - a. *\*A gathering of less than 50 persons with minimal decor as determined by staff; additional fees may apply.*
- (2) Wedding permit application fee..... \$200.00\*
  - a. *\*A gathering of more than 50 persons with minimal decor as determined by staff; additional fees may apply.*

F. Special Events.

- (1) Event Application Fee (*less than 1,000 attendees*)..... \$100.00
- (2) Event Application Fee (*more than 1,000 attendees*) ..... \$250.00  
*A fee of \$100.00/\$250.00 payable to the City as reasonable cost for processing, evaluating, and issuing the permit is required. The BOC may waive the application fee by resolution at annual special event review when determined in the best*

*interest of the community and upon demonstration of non- profit status.*

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

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

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

(4) Fees

- a. Large Event (1,000+ Attendees)
  - i. Facility Rental Per Event .....\$3,000.00  
*(Includes use of stage and event field)*
- b. Small Event (Less than 1,000 attendees)
  - i. Stage Fee
    - 1. Resident.....\$50.00/hr.
    - 2. Non-Resident..... \$100.00/hr.
  - ii. Field Usage Fee
    - 1. Resident.....\$50.00/hr.
    - 2. Non-Resident..... \$100.00/hr.
- c. City Event Fees
  - i. Trash Can Fee *(per trash can)* ..... \$5.00
  - ii. Dumpster fee with single pick-up 3 Yard Dumpster .....\$136.70
  - iii. Event Barricades (available at City Hall Property Only)
    - 1. Setup Fee per – event ..... \$100.00
    - 2. Barricade Fee - per day .....\$10.00
  - iv. Other fees including but not limited to additional City personnel staff, such as EMT support through Madeira Beach Fire Department, etc. Five times the rental fee for receptacles will be withheld from deposit for those not returned within 48 hours of event.
- d. Mandatory Non-City Fees. The required used of Pinellas County Sheriff's Deputies, as defined within the special events section of ordinances, will be negotiated directly with the Pinellas County Sheriff's Office. It is the **sole responsibility of the applicant** to secure the appropriate number of deputies as required by the Sheriff's Department.

- e. Other Non-City Fees. Other fees included but not limited to Madeira Beach City Centre and field clean-up, additional civilian security, and vehicle parking professionals shall be the **sole responsibility of the applicant.**
- f. Table games (Canasta, Bridge, etc.)
  - i. Resident: ..... \$1.00
  - ii. Non-resident: ..... \$2.00

**ARTICLE VI. PUBLIC WORKS**

**A. Trash, Recycling, and Garbage**

**(1) Removal service fees-**

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

- a. Single Family and Multi-Family, per dwelling, per month:
  - i. 64 Gallon Cart..... \$38.74
    - o Each additional cart per month .....\$14.00
  - ii. 96 Gallon Cart.....\$45.74
    - o Each additional cart per month .....\$14.00
- b. Commercial. All offices and business establishments required to have a local business tax receipt are hereby classified commercial. A commercial rate for the collection of garbage and trash is hereby established to be in accordance with the following for non-compacting containers:
  - i. Service twice per week, per month (Dumpster)
    - (a) One cubic yard..... \$122.82
    - (b) One and a half cubic yard.....\$157.00
    - (c) Two cubic yard .....\$191.17
    - (d) Three cubic yard.....\$259.52
  - ii. Each additional service per week, per month (Dumpster)
    - (a) One cubic yard ..... \$68.35
    - (b) One and a half cubic yard.....\$76.90
    - (c) Two cubic yard .....\$102.53
    - (d) Three cubic yard .....\$136.70
  - iii. Service twice per week, per month (96 Gallon cart) ..... \$40.00
    - o Each additional cart per month ..... \$14.00
  - iv. Each additional service per week, per month (96 gallon cart) ..... \$16.00
  - v. Sunday collections are double the additional service rate.
  - vi. Replacement Toter fee \$75.00

vii. Accounts classified as multifamily dwelling, or hotel, motel or motor lodge may elect to be charged for garbage and trash removal services in conformity with the commercial rates defined in this section but in no case shall less than one can per unit be elected. It is the burden of the property owner to notify the city of such election. Those establishments electing the commercial or bulk rate shall have the option of changing the type of service by giving 30 days' notice. Requests for changes in service shall be in writing and addressed to the city. The city reserves the right to determine the number of cans, the number and size of containers and/or frequency of disposal, with applicable charges, during any period of the year, for commercial containers.

c. Bulk item removal. Any item identified in section 54-33 regarding the removal of other waste and non-combustible refuse will be collected by the city, for a minimum disposal fee of \$50.00 plus \$10.00 for each item picked up

d. Unlawful/Illegal Dumping ..... \$250.00

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

(2) Recycling service fees (Commercial)

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

(3) Billing.

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

(4) Owner's liability.

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



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

*(Code 1983, §19-511)*

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

**B. Stormwater Utility Management**

(1) Created.

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

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

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

(2) Schedule of Rates

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

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

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

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

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

**\*Fractional remainders**

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

area from the total impervious area. If the remaining impervious area is zero or negative, the fee is the EDU rate multiplied by the number of dwelling units.

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

- (3) The minimum fee for developed property, whether residential or nonresidential, within the city is equal to the rate of one EDU subject to reduction as set forth in subsection (4) of this section.
- (4) On-site stormwater quality management facilities reduction shall be allowed and calculated as follows:
- i. In order to encourage the improvement of the quality of stormwater runoff, a reduction in the stormwater management utility fee is authorized for those developed properties which are addressed by a stormwater management facility designed and constructed for the purpose of stormwater pollution reduction.
  - ii. A reduction in fee is allowed for a particular developed property only if the stormwater runoff from the property is treated by a stormwater management facility that has been designed, constructed, and is maintained properly for the purpose of stormwater pollution reduction and adheres to the drainage requirements of the ten-year frequency, 60-minute storm event. If it is determined by the Director of Community Services that the stormwater management facility has not been, nor is currently being, properly maintained as designed, the Director of Community Services may disallow the on-site stormwater management facility credit.
  - iii. Specific stormwater treatment facilities that qualify for this reduction include, but are not limited to, retention or filtration ponds; front, rear, and side lot swales; mechanical treatment or separation facilities; or extensive improvement in the amount of pervious surfaces by the use of turf-block for parking areas, driveways, patios and sidewalks.
  - iv. For applicable properties, the fee shall be reduced by 25 percent. The reduced fee will, therefore, be calculated as the fee determined in this subsection multiplied by the factor of 0.75 (Fee X0.75).
- (3) Billing, Collecting, Delinquency, and Penalty
- a. Bills for stormwater service shall be rendered bimonthly by the county water system as agent for the city. The fixed monthly charge shall be payable in advance.
  - b. If any bill shall not be paid within seven days after the date it has been declared delinquent, water service to the premises shall be disconnected until such delinquent account is paid in full, including all applicable disconnection and reconnection charges.
  - c. Statements for the stormwater management utility fee shall be payable at the same time

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

- d. The administrative appeal and hearing procedure applicable to the discontinuance of utility services shall be applicable to the discontinuance of such services for the nonpayment of the stormwater management utility fee.

(4) Adjustments of fees.

*(Code 1983, §19-512)*

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

- b. The Public Works Director, upon discovering an error or oversight in the calculation of the fee, may initiate an adjustment request. The request must be made in writing documenting the reasons for the adjustment. In the event that the adjustment would require the increase in fee for a fee payer, the Public Works/Marina Director must provide the adjustment request to the affected fee payer 30 days prior to adjusting the fee and offer the fee payer an opportunity within the stated 30 days to provide reasons why the adjustment should not be made. An increase or decrease in fee shall not be retroactively effective more than one year from the date of adjustment.

(5) Sec. 70-156. - Enforcement.

- a. *Civil penalties.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a civil penalty not less than \$50.00 or more than \$500.00 per day, or imprisonment of up to 60 days, or both such fine and imprisonment, for each violation.
- b. *Criminal penalties.* Any intentional or willful violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a criminal penalty not less than \$50.00 or more than \$500.00 per day, or imprisonment of up to 60 days, or both such fine and imprisonment, for each violation.
- c. *Injunctive relief.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to injunctive relief if necessary to protect the public health, safety, or general welfare.
- d. *Continuing violation.* A person shall be deemed guilty of a separate violation for each and every day during any continuing violation of any provision of this article, or of any regulation or permit issued under this article.
- e. *Enforcement actions.* The director may take all actions necessary, including the issuance of notices of violation and the filing of court actions, to require and enforce compliance with the provisions of this article and with any regulation or permit issued under this article.

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## ARTICLE VII. MADEIRA BEACH MUNICIPAL MARINA

A. Vessel inspection.

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

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

B. Madeira Beach Municipal Marina fees

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

The marina maintains the ability to adjust the rates below to account for changes in the sales tax Rates during the fiscal year; allowing for payments to stay consistent until this manual is updated

and approved by the Commission. Employees receive the same rates as residents. The marina staff can issue transient slip discount coupons up to 20% off through online booking sites as a marketing tool. Discounts will be for off peak times.

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

- (1) Transient Wet Slip per day.....\$2.10/foot/day
- (2) Transient Wet Slip per week.....\$11.00/foot/week
- (3) Transient Dry Storage
  - a. Regular per day .....\$28.04/day
  - b. Holidays and/or weekends per day.....\$37.38/day
- (4) Transient Dry Storage .....\$233.64/month
- (5) Wet Slip non-Live-aboard .....\$12.00/foot/month
- (6) Boat Lift .....\$15.50/foot/month
- (7) Commercial non-live-aboard wet slip.....\$13.00/foot/month
- (8) Wet Slip Live – aboard .....\$18.50/foot/month
- (9) Dry Storage – under 26’ boat length.....\$158.88/month
- (10) Dry Storage – 26’+ boat length .....\$196.26/month
- (11) Resident Dry Storage (*Limited to Madeira Beach Residents Only*) .....\$128.33/month
- (12) Dry storage for non-motorized boat\* .....\$28.17/month
  - a. *\*Kayaks, canoes, and small boat that can be carried by one (1) person.*
- (13) Boat Ramp Fees
  - a. Launch .....\$4.67/day
  - b. Launch and Park .....\$14.02/day
  - c. Holiday Launch and Park .....\$18.69/day
  - d. Resident Launch (New).....\$1.87
  - e. Resident Launch & Park (New) .....\$9.35
- (14) Late Fee .....\$30.00
- (15) Residents with recreational vehicles and motor homes and boat displaced by City Road and/or Stormwater construction will be provided free storage space for those vehicles.
- (16) Fuel Discounts -Maximum discount per gallon \$0.30/gal
  - a. Commercial .....\$0.20/gal
  - b. Gulf of Mexico Commercial Fishing Fleet Discount .....\$0.30/gal
  - c. 50+ Gallon .....\$0.05/gal

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

*This page reserve for Publications by the City Clerk*

# Business Impact Estimate

Proposed ordinance's title/reference:

**ORDINANCE 2024-05**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FEES AND COLLECTIONS PROCEDURES MANUAL THAT WAS AMENDED BY ORDINANCE 2023-18, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

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

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

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



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

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance amends the Fees and Collection Procedure Manual to establish a new fee for the Building Department.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Madeira Beach’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

This amendment creates a building safety/milestone report review fee of \$250.00.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The amendment creates a building/milestone report review fee that would apply to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.

4. Additional information the governing body deems useful (if any):

This amendment will result in additional revenues to support City operations within Building Services. Annual additional revenue is estimated to be approximately \$7,500. A building/milestone report inspects the integrity of a building and is intended to increase building safety.

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

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

before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative of the Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCES 2024-04, 05, and 06** was published in said newspaper by print in the issues of: **4/24/24** or by publication on the newspaper's website, if authorized, on

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

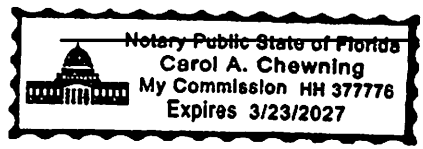
Signature Affiant

Sworn to and subscribed before me this **04/24/2024**

Signature of Notary Public

Personally known  or produced identification

Type of identification produced



Item 10C.

**NOTICE OF PUBLIC HEARING**

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter Section 7.3B, and Florida Statutes §166.041(3)(a):

**NOTICE IS HEREBY GIVEN**, that the BOARD OF COMMISSIONERS of the City of Madeira Beach, will conduct a separate Second Reading and Public Hearing for the adoption of proposed Ordinance 2024-04, Ordinance 2024-05, and Ordinance 2024-06 on Wednesday, May 8, 2024, at 6:00 p.m. The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The title of said Ordinance is as follows:

**ORDINANCE 2024-04**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 2 (ENFORCEMENT BY SPECIAL MAGISTRATE) OF ARTICLE VII (CODE ENFORCEMENT) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO REFLECT THE CHANGES THAT HAVE BEEN ADOPTED IN CHAPTER 162, FLORIDA STATUTES; DELETING SECTION 2-380 (PRIORITY OF LIENS) AND RENUMBERING SUBSEQUENT SECTIONS; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 2024-05**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE FEES AND COLLECTIONS PROCEDURE MANUAL; REPEALING ORDINANCE 2023-18, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 2024-06**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 2-502 (APPOINTMENT AND REMOVAL) OF ARTICLE VIII (SPECIAL MAGISTRATE) OF CHAPTER 2 (ADMINISTRATION) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO AMEND THE APPROVAL PROCESS FOR THE RATE OF COMPENSATION OF THE SPECIAL MAGISTRATE; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Interested parties may appear at the meeting and be heard with respect to the proposed ordinances. A copy of the proposed Ordinances is available for inspection in the City Clerk's Office at 300 Municipal Drive, Madeira Beach, FL 33708 between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the proposed Ordinance, please contact the City Manager at (727) 391-9951, Ext. 227 or 228 or email at [rgomez@madeirabeachfl.gov](mailto:rgomez@madeirabeachfl.gov).

The meeting will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 244 or email a written request to [cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov).



## **Memorandum**

**Meeting Details:** May 8, 2024, BOC Regular Meeting

**Prepared For:** Honorable Mayor Rostek and Board of Commissioners

**From:** Community Development Department

**Subject:** Ordinance 2024-02 Open Accessory Structures, 1<sup>st</sup> Reading and Public Hearing

**Background:** The Madeira Beach Land Development Regulations (LDRs) does not define “shade structure” or “open accessory structure”, nor any structure that would be directly comparable. While the Madeira Beach Code of Ordinances has definitions for “Structure”, broken into subcategories of Major, Minor, Non-habitable Major and Coastal or Shore Protection, only the Minor definition makes mention of a gazebo. The Code of Ordinances references traditional Chickee huts stating they are not regulated by the Florida Building Code but must meet Planning and Zoning requirements.

The Board of Commissioners directed city staff to research and amend the Code to allow for shade structures (what is also referenced as “open accessory structures”) that would be different from enclosed accessory structures (what one would typically think of as a shed).

**Discussion:** The proposed ordinance (attached) was reviewed and workshopped at multiple Planning Commission meetings and Board of Commissioners Workshop Meetings as a discussion item. The proposed ordinance incorporates all the discussions and amendments made at these meetings.

The ordinance creates multiple sections, which includes the applicability of division, definitions, building permits required, accessory structure maintenance, excluded from permitting, construction trailers, and outdoor kitchens. The final version allows for open accessory structures (e.g. tiki huts, gazebos) at a percentage of the total lot size (3.5 percent) in addition to the already allowed enclosed accessory structure. The amendments create setbacks for the open accessory structures considering the side yard setbacks for each Zoning District and structural elements of the seawall on lots on the water. In the C-4 Zoning District staff were aware of issues arising from accessory structures that were required by

federal and state regulations that conflicted with the current accessory structures section in the Code. Staff added language to address these concerns.

The Code does not address construction trailers, therefore, staff decided to create a new section to put in place regulations for construction trailers with specific time limitations, setbacks, and evacuation plans.

Staff discussed with the Planning Commission and FDEM (with FEMA considerations) the allowances of permanent outdoor kitchens and created a new section to allow and manage outdoor kitchens as staff realizes with the allowance of open accessory structures will most likely begin more outdoor kitchens.

**Recommendation(s):** Planning Commission and staff recommends approval of Ordinance 2024-02

**Fiscal Impact or Other:**

There is no anticipated fiscal impact, except for increased permit fees associated with permitting and inspections.

**Attachments:**

- Ordinance 2024-02
- Business Impact Estimate

**ORDINANCE 2024-02**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 (ACCESSORY STRUCTURES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CITY’S LAND DEVELOPMENT CODE TO PROVIDE FOR APPLICABILITY; TO PROVIDE DEFINITIONS; TO REQUIRE BUILDING PERMITS FOR ACCESSORY STRUCTURES AND PROVIDE FOR REGULATION OF CHICKEES; TO PROVIDE FOR MAINTENANCE OF ACCESSORY STRUCTURES; AMEND THE SETBACKS FOR REAR YARD ACCESSORY STRUCTURES ON LOTS ON WATER IN R-1 ZONING DISTRICT; AMEND THE SETBACKS FOR REAR YARD ACCESSORY STRUCTURES ON LOTS ON WATER IN R-2 ZONING DISTRICT; AMEND THE SETBACKS FOR ACCESSORY STRUCTURES IN C-4 ZONING DISTRICT AND ADD ALLOWANCES FOR FEDERAL AND STATE REGULATED STRUCTURES; ADD QUANTITY TO MAXIMUM SIZE OF ACCESSORY STRUCTURES IN R-1, R-2, AND R-3 ZONING DISTRICTS; AMEND THE MAXIMUM SIZE FOR ENCLOSED AND OPEN ACCESSORY STRUCTURES FOR SINGLE-FAMILY USE, DUPLEX AND MULTIFAMILY USE, AND TEMPORARY LODGING USE; ADD QUANTITY TO MAXIMUM SIZE OF ACCESSORY STRUCTURES IN C-1, C-2, C-3, AND C-4 ZONING DISTRICTS; ADD A SECTION TO ADDRESS CONSTRUCTION TRAILERS; ADD A SECTION TO ADDRESS OUTDOOR KITCHENS; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, City Staff has reviewed the current provisions of Division 4 (Accessory Structures) of Article VI (Supplementary District Regulations) of Chapter 110 (Zoning) of the Land Development Code of the City of Madeira Beach and recommends amending same; and

**WHEREAS**, the recommended changes were presented to and reviewed by the Planning Commission at a public hearing; and

**WHEREAS**, the Planning Commission has recommended approval of the proposed changes; and

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

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

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

**Section 1.** That Division 4 (Accessory Structures) of Article VI (Supplementary District Regulations) of Chapter 110 (Zoning) of the Land Development Code of the City of Madeira Beach, Florida, is hereby amended to read as follows:

**Sec. 110-471. ~~Building permits required.~~Applicability of Division.**

This division applies to all open and enclosed accessory structures that are not specifically exempt from this division.

**Sec. 110-472. Definitions**

The following terms and phrases used in this division have the following meanings.

Accessory Structure is a subordinate structure(s), the use of which is incidental to that of the principal structure and located on the same lot therewith.

Enclosed Accessory Structure means a structure with walls on all sides (e.g. a shed for outdoor equipment) and a roof.

Open Accessory Structure means an accessory structure containing three or more open sides between posts (e.g. gazebo, tiki hut, or chickees) and a roof. Open accessory structures are measured for area and setbacks from the outermost point of any roof overhang.

Outdoor Kitchen may only contain counterspace, grill, sink, and miniature refrigerator.

Height is measured from the average grade at the base of the accessory structure.

**Sec. 110- 473. Building permits required.**

Building permits are required for the construction or placement of all accessory structures. Chickees constructed by the Miccosukee Tribe of Indians of Florida, or the Seminole Tribe of Florida are exempt from the Florida Building Code, but must obtain a building permit for planning and zoning purposes. As used in this paragraph,

the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any mechanical, electrical, plumbing, or other non-wood features.

**Sec. 110-474. Maintenance of accessory structures.**

After construction, all accessory structures must be maintained and remain substantially vertical to serve their function and aesthetic purposes. Structural integrity must be maintained to prevent the danger of destruction or flight during high winds.

**Sec. 110-475. Excluded from permitting.**

- (1) Outdoor storage containers not to exceed four feet long by four feet wide by three feet tall.
- (2) Removable sunshades provided that any pole is ten feet from any property line and the pole does not exceed six feet in height.

**Sec. 110-4726. R-1, single-family residential zones.**

Accessory structures may not be located in front yards in R-1, single-family residential zones.

- (1) *Lots not on water.* For lots not on water in R-1, single-family residential zones, accessory structures may be located in side or rear yards but must provide a minimum of 2½-foot setback to allow for vegetation control.
- (2) *Lots on water.* For lots on water in R-1, single-family residential zones, accessory structures may be located in side or rear yards. If the accessory structure is located in a side yard, a minimum of 2½-foot side setback must be provided. If the accessory structure is located in the rear yard, ~~the same rear setback as required for principal structures must be provided.~~ a minimum of a 7-foot side setback and 12-foot rear setback must be provided, so not to interfere with seawall tiebacks.

**Sec. 110-4737. R-2, low density multifamily residential zones.**

Accessory structures may not be located in front yards in R-2, low density multifamily residential zones.

- (1) *Lots not on water.* For lots not on water in R-2, low density multifamily residential zones, accessory structures may be located in side or rear yards but must provide a minimum of 2½-foot setback to allow for vegetation control.
- (2) *Lots on water.* For lots on water in R-2, low density multifamily residential zones, accessory structures may be located in side or rear yards. If the accessory structure is located in a side yard, a minimum of 2½-foot side setback must be provided. If the accessory structure is located in the rear yard, ~~the same rear~~

~~setback as required for principal structures must be provided. a minimum of a 5-foot side setback and 12-foot rear setback must be provided, so not to interfere with seawall tiebacks.~~

**Sec. 110-474-478. R-3, medium density multifamily residential zones.**

Accessory structures (except carports) may not be located in front yards in R-3, medium density multifamily residential zones.

- (1) *Lots not on water.* For lots not on water in R-3, medium density multifamily residential zones, accessory structures (except carports) may be located in side yard, but must provide a five-foot minimum side setback. If the accessory structure is located in the rear yard, a minimum of two-foot setback must be provided to allow for vegetation control.
- (2) *Lots on water.* Accessory structures (except carports) on lots on water in R-3, medium density multifamily residential zones must provide the same setbacks as are required for the principal structure.
- (3) Carports in the R-3, medium density multifamily residential zones may be located in the front or side yard and must provide a five-foot side yard setback and ten-foot front yard setback.
- (4) The accessory structure must meet the intersection visibility requirement.

**Sec. 110-4759. C-1, tourist commercial zones.**

Accessory structures may not be located in front yards in C-1, tourist commercial zones.

- (1) *Lots not on water.* For lots not on water in C-1, tourist commercial zones, accessory structures may be located in side yard, but must provide a five-foot minimum side setback. If the accessory structure is located in the rear yard, a minimum of 2½-foot setback must be provided to allow for vegetation control.
- (2) *Lots on water.* Accessory structures on lots on water in C-1, tourist commercial zones must provide the same setbacks as are required for the principal structure.

**Sec. 110-476480. C-2, John's Pass marine commercial zone.**

Accessory structures may not be located in front yards in the C-2, John's Pass marine commercial zone. Accessory structures in the C-2, John's Pass marine commercial zone must provide the same side and rear setbacks as are required for the principal structure.



**Sec. 110-477481. C-3, retail commercial zones.**

Accessory structures may not be located in front yards in C-3, retail commercial zones. Accessory structures in C-3, retail commercial zones must provide the same side and rear setbacks as are required for the principal structure.

**Sec. 110-478482. C-4, marine commercial zones.**

Accessory structures may not be located in front yards in C-4, marine commercial zones. Accessory structures in C-4, marine commercial zones must provide a 10-foot side and rear setback. ~~the same side and rear setbacks as are required for the principal structure.~~ Accessory structures for working waterfronts or marina uses, which are required by federal or state regulations to be immediately proximate to the waters edge, are permitted within the required setback. Property owners must show documentation from the federal or state regulating board to permit accessory structures within the required setback.

**Sec. 110-479483. P/SP, public-semi public zones.**

There are no restrictions regarding accessory structures in P/SP, public-semi public zones. Accessory structures in P/SP, public-semi public zones must be consistent with site plan approval.

**Sec. 110-480484. Maximum size and quantity in R-1, R-2 and R-3 zones.**

(1) Single-Family Use: Single-family structures may only have one enclosed and one open accessory structure. For single-family structures, the ~~The~~ maximum size for an enclosed accessory structure will be is eight feet wide by ten feet long by eight ten feet high. The total maximum size for all open accessory structures on the property is 3.5 percent of the total land area of the lot. The maximum height for an open accessory structure is 14 feet.

(2) Duplex and Multifamily Use: Duplex and multifamily structures may only have two enclosed accessory structures, and one open accessory structure for every two dwelling units. For duplex and multifamily structures, there may not be more than two ~~The maximum size for an enclosed accessory structures for a maximum size of six is ten feet wide by eight feet long by eight ten feet high or a single accessory structure eight feet by ten feet by eight feet.~~ The total maximum size for all open accessory structures on the property is 3.5 percent of the total land area of the lot. The maximum height for an open accessory structure is 14 feet.

(3) Temporary Lodging Use: Temporary lodging structures may only have two enclosed accessory structures, and no limitation on the amount of open accessory structures. The maximum size for an enclosed accessory structure is eight feet wide by ten feet long by ten feet high. The total maximum size for all

open accessory structures on the property is 3.5 percent of the total land area of the lot. The maximum height for an open accessory structure is 14 feet.

- (4) The maximum size of a carport in the R-3, medium density multifamily residential zone for single family structures, is 20 feet wide by 22 feet long by ten feet high. For single family structures, there may not be more than one carport. The limit to the number of carport structure for duplex, ~~and multifamily~~, ~~and temporary lodging~~ structures will be regulated by parking requirements and the site plan approval process.

**Sec. 110-~~481485~~. Maximum size and quantity in C-1, C-2, C-3 and C-4 zones.**

~~An The maximum size for an enclosed accessory structure is not to exceed eight 8 feet wide by 12 feet long by ~~eight 10~~ feet high. Properties may ~~be installed and~~ only have one two enclosed and two open accessory type structures may be placed on any lot or group of lots under the same ownership. The total maximum size for all open accessory structures on the property is 3.5 percent of the total land area of the lot. The maximum height for an open accessory structure is 20 feet. -Accessory structures for working waterfronts or marina uses, which are required by federal, or state regulations do not count towards the number of structures and may exceed the maximum size with documentation that the additional size is required to maintain compliance.~~

**Sec. 110-~~482486~~. Lot coverage.**

The area covered by accessory structures shall be included in the allowable lot coverage.

**Sec. 110-~~483487~~. Tiedowns.**

All accessory structures must have tiedowns per the Standard current Florida Building Code. This also applies to all accessory type structures in place before the passage of the ordinance from which this section was derived.

**Sec. 110-~~484 488~~. Placement.**

An accessory type structure may not be placed forward of the front entrance of the principal structure. In no case shall an accessory type structure be placed closer to any lot line adjacent to a street than provided for the principal structure nor closer than 18 feet to any seawall on the Gulf of Mexico.

**Sec. 110-~~485 489~~. Prohibited accessory structures.**

Manufactured housing, mobile homes, semi-trailers and other motor vehicles shall not be permitted to be used as storage buildings or other such uses.

**Sec. 110-490. Construction Trailers.**

Construction trailers may only be on site if a building permit is issued, and construction must begin within 30 days of the construction trailer placement. Trailers must be removed

within 30 days after a Certificate of Occupancy is issued. Construction trailers are allowed five feet from any property line and must meet intersection visibility requirements in Section 110-423. Construction trailers must be removed from site during any named storm event or anchored per the current Florida Building Code. Temporary buildings or sheds used exclusively for construction purposes are exempt from the Florida Building Code but must retain a building permit.

### **Sec. 110-491 Outdoor Kitchens.**

Outdoor kitchens must follow the setbacks for open accessory structures provided in this Division, the countertop structure cannot exceed a height of 36 inches from grade and cannot be larger than 50 square feet in area. The outdoor kitchen must be permanent and meet requirements in Section 94-140. If the outdoor kitchen contains a sink, it must be connected to a sewer line with an in-line isolation valve. Electricity must be isolated with disconnects from the primary structure. Plumbing lines must have back flow prevention. Any sewer, electrical or plumbing must be shut off during any named storm event.

**Secs. 110-~~486~~492—110-500. Reserved.**

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

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

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

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

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

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

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

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

# Business Impact Estimate

Proposed ordinance’s title/reference:  
**Ordinance 2024-02 Open Accessory Structures**

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

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

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

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

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

*Ordinance 2024-02 allows for open accessory structures in residential and commercial properties which was previously not defined in the Code. This provides a way for property and business owners to create permanent shaded areas for a respite from the sun and rain.*

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Madeira Beach’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

*The City may see a minor increase in permit and inspection revenue by allowing property owners to build open accessory structures in addition to enclosed accessory structures.*

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

*All properties will be able to apply for a permit for an open accessory structure.*

4. Additional information the governing body deems useful (if any):



# Memorandum

**Meeting Details:** May 8, 2024 – BOC Regular Meeting

**Prepared For:** Hon. Mayor Rostek and Board of Commissioners

**From:** Community Development Department

**Subject:** Public Hearing for (2COP) ALCOHOLIC BEVERAGE LICENSE APPLICATION # 2024-03 for Sip & Scoop located at 13015 Suite C, Village Blvd, Madeira Beach, FL 33708

## **Background:**

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2024-03 is requesting authorization from the Board of Commissioners for the approval of a (2COP) alcoholic beverage license for the sale of beer and wine for consumption on premises at the existing Sip & Scoop café located at 13015 Suite C, Village Blvd, Madeira Beach, FL 33708. This establishment is located in the C-1, Tourist Commercial Zoning District. The future land use designation for the property is Activity Center.

Pursuant to Section 110-539, the Notice of Public Hearing has been properly sent to all property owners within 300 feet of the subject property 15 days before the scheduled consideration by the Board of Commission. Such notice has also been posted on the subject property, at the Gulf Beaches Public Library, City Hall, and the City of Madeira Beach website.

## **Discussion:**

When considering the alcoholic beverage license application, the Board of Commissioners shall consider the following factors:

- (1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.**

Permitting Sip & Scoop in Johns Pass Village to add beer and wine to the menu for consumption on premises would not adversely affect the character of the existing

neighborhood. The existing neighborhood is mostly commercial uses. Additionally, various other businesses in the same area already serve alcohol. Bamboo Beach Bar next door currently serves liquor. Sip & Soop is requesting a license that would just be for beer and wine.

**(2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.**

The addition of alcohol to the menu will not affect congestion, traffic generated, or present a safety hazard. Sip & Scoop is located in a walkable part of the city. Sip & Scoop has agreed to install a bike rack on the premises with at least three stalls and has already purchased an applicable rack. Their bike rack would add three additional parking spot credits to their total parking count. The layout and number of seats at Sip & Scoop are not being changed from when it was built out in 2021 and with the addition of a bike rack, the total number of parking spots will increase from what is existing before permitting alcohol to be served on premises.

**(3) Whether or not the proposed use is compatible with the particular location for which it is proposed.**

This proposed alcohol use is compatible with the location. Sip & Scoop already serves more than just ice cream on the menu. Beer and wine would complement their existing food and beverage options.

**(4) Whether or not the proposed use will adversely affect the public safety.**

Public safety should not be adversely affected by Sip & Scoop serving beer and wine for consumption on the premises. The cafe is more than 300 feet away from any established church, synagogue, temple, or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. There are businesses nearby that already sell alcohol.

**(5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.**

The applicant has no outstanding fines or penalties owed to the City under any section of the Code.



**Fiscal Impact:** N/A

**Recommendation(s):** Staff recommends the approval of ABP 2024-03 with the condition that a bike rack with at least 3 stalls be added on the premises.

**Attachments:**

Local Application

Existing Site Plan

Public Notice Mailing and Posting

ABP #: 2024-03



CITY OF MADEIRA BEACH
PLANNING & ZONING DEPARTMENT
300 MUNICIPAL DRIVE + MADEIRA BEACH, FLORIDA 33708
(727) 391-9951 EXT. 255
planning@madeirabeachfl.gov



ALCOHOLIC BEVERAGE PERMIT APPLICATION

Applicant: Name and Address Marcos Diaz
Village Cafe at John's Pass LLC
13015-C Village Blvd
Madeira Beach, FL 33708
Property Owner: Name and Address
Nissan Neil Hamuy
Shoppes of John's Pass
PO Box 880367
Boca Raton, FL 33488

Telephone: (813) 793 5644
Email: yaiterui2@sipnscoop.com
Telephone: (561) 306 7739
Email: hamuy3@yahoo.com

Type of Ownership: Individual Partnership Corporation LLC
Name of Business: Sip & Scoop Business Phone: 8137935644
Parcel Identification: Lot 1 Block 1 Village Courtyard
Legal Description: Plat Book 122 Pages 56-57

Number of Seats: Inside: 5 Outside: 32
Number of Employees: 6
Zoning District: C-1
Future Land Use: Activity Center

Classification:
Package store, beer & wine
Retail Store, beer, wine
Package store, beer, wine, liquor
Restaurants
Bar Club Charter Boats

Number of Parking Spaces: HC Parking Spaces: Bike Racks:
Employees: 4
Customers: John's Pass Public Parking

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person.

ABP #: 2024-03

Hours of Operation:

Monday: 9 AM - 10 PM  
 Tuesday: 9 AM - 10 PM  
 Wednesday: 9 AM - 10 PM  
 Thursday: 9 AM - 10 PM  
 Friday: 9 AM - 11 PM  
 Saturday: 9 AM - 11 PM  
 Sunday: 9 AM - 10 PM

General Description of Business: Ice Cream , Breakfast Cafe'

Supporting Materials Required:

- Property Owner's Written Approval
- Property Survey
- Site Plan No Site Plan or Modifications

**Package Store Requisition: On a separate attached page, please answer the following questions:**

1. The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
2. The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
3. Whether or not the proposed use is compatible with the particular location for which it is proposed.
4. Whether or not the proposed use will adversely affect the public safety.
5. No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owned by the applicant to the City under any section of the code.

**DISCLAIMER:** According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

- 1- None. Not at all. Will Keep the same safety to the public and neighbors.
- 2- None. It is in John's Pass, Madeira Beach on Village Cafe. Will be the same traffic and seasonal vibe.
- 3- Yes. Will be a commodity for the parents for the families who enjoy the ice cream and asking for floaters and extra service for them. Will be served as a compliment.
4. Not at all. It is not a company mission and values to make any actions that can adversely put at risk the safety of employees, neighbors and visitors. We keep in the highest standards of quality of customer services and public safety our culture as the ice cream neighbors, for families. We are family oriented not a bar.
5. Not applicable.

ABP #: \_\_\_\_\_

**Affidavit of Applicant:**

I understand that this Alcoholic Beverage Permit Application, with its attachments, becomes a permanent record for the City of Madeira Beach and hereby certify that all statements made herein together with any attachments, are true to the best of my knowledge.

Signature of Applicant:  Date: 03|02|24

ABP #: \_\_\_\_\_

**CERTIFICATION**

I hereby authorize permission for the Planning Commission, Board of Commissioners, Building Official, and Community Development Director to enter upon the above referenced premises for purposes of inspection related to this petition.

I hereby certify that I have read and understand the contents of this application, and that this application, together with all supplemental data and information, is a true representation of the fact concerning this request; that this application is made with my approval, as owner and applicant, as evidenced by my signature below.

It is hereby acknowledged that the filing fee of this application does not constitute automatic approval of the request; and further, if the request is approved, I will obtain all the necessary permits and comply with all applicable orders, codes, conditions, rules, and regulations pertaining to the subject property.

***I have received a copy of the Redevelopment Plan Requirements and Procedures (attached), read and understand the reasons necessary for granting a Redevelopment Plan and the procedure, which will take place at the Public Hearing.***

**Appeals.** (City Code, Sec. 2-109). An aggrieved party, including the local governing authority, may appeal a final administrative order of the Board of Commissioners to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Board of Commissioners. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Applicant's Signature: 

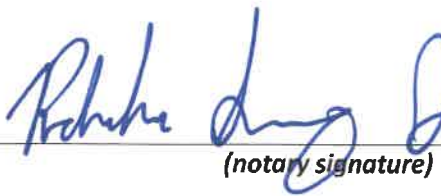
Date: 03/07/24

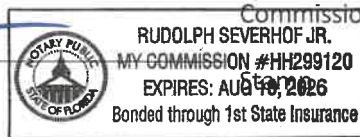
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, this 7<sup>th</sup> day of March, 2024, appeared in person

Marcos Diaz who, being sworn, deposes and says that the forgoing  
(name of applicant)

is true and correct certification and who is \_\_\_\_\_ personally know to me or has produced FL Driver license as identification.

  
(notary signature)



Commission Expires: August 10, 2026

**NOTICE:** Persons are advised that, if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and for such purpose, they 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

ABP #: \_\_\_\_\_

ABP #: \_\_\_\_\_

**\*\*For City of Madeira Beach Use Only\*\***

Fee: \$800.00       Check # 1142       Cash       Receipt # \_\_\_\_\_

Date Received: \_\_\_\_\_      Received by: \_\_\_\_\_

ABP# Assigned: \_\_\_\_\_

BOC Hearing Date: \_\_\_\_\_       Approved       Denied

\_\_\_\_\_  
Community Development Director      Date: \_\_\_\_\_

\_\_\_\_\_  
City Manager      Date: \_\_\_\_\_





The Shoppes of Johns Pass

PO BOX 880367

Boca Raton, FL 33488

(561) 306-7739

February 27, 2024

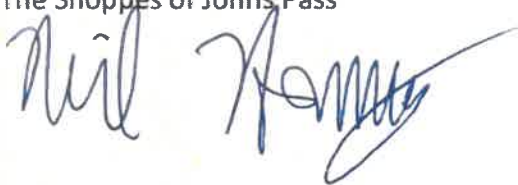
To whom it may concern;

The Shoppes of Johns Pass understands and agrees that its tenant, Sip & Scoop, located at 13015-C Village Blvd, Madeira Beach, FL 33708, applies and implements, as an additional amenity to its Ice Cream and Café items, an alcoholic beverage permit at the location, including the outdoor courtyard. This letter constitutes the authorization to proceed with implementing the bar classification to prepare, sell, and serve alcoholic drinks.

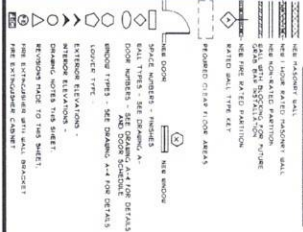
Sincerely,

Nissan Neil Hamuy. President

The Shoppes of Johns Pass

A handwritten signature in blue ink, appearing to read "Neil Hamuy", written over the typed name.

**SYMBOL REFERENCES**

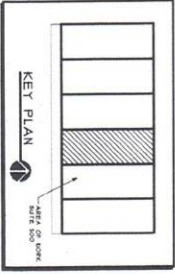


**GENERAL NOTES:**

1. FINISH ALL FLOOR SURFACES TO THE FINISH LINE. ALL FLOOR SURFACES SHALL BE FINISHED TO THE FINISH LINE. ALL FLOOR SURFACES SHALL BE FINISHED TO THE FINISH LINE.
2. FINISH ALL WALLS TO THE FINISH LINE. ALL WALL SURFACES SHALL BE FINISHED TO THE FINISH LINE.
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**ACCESSIBILITY NOTES:**

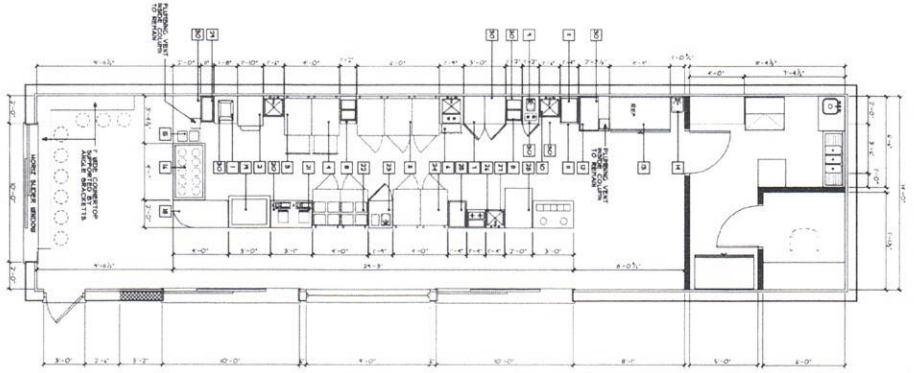
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**EQUIPMENT SCHEDULE**

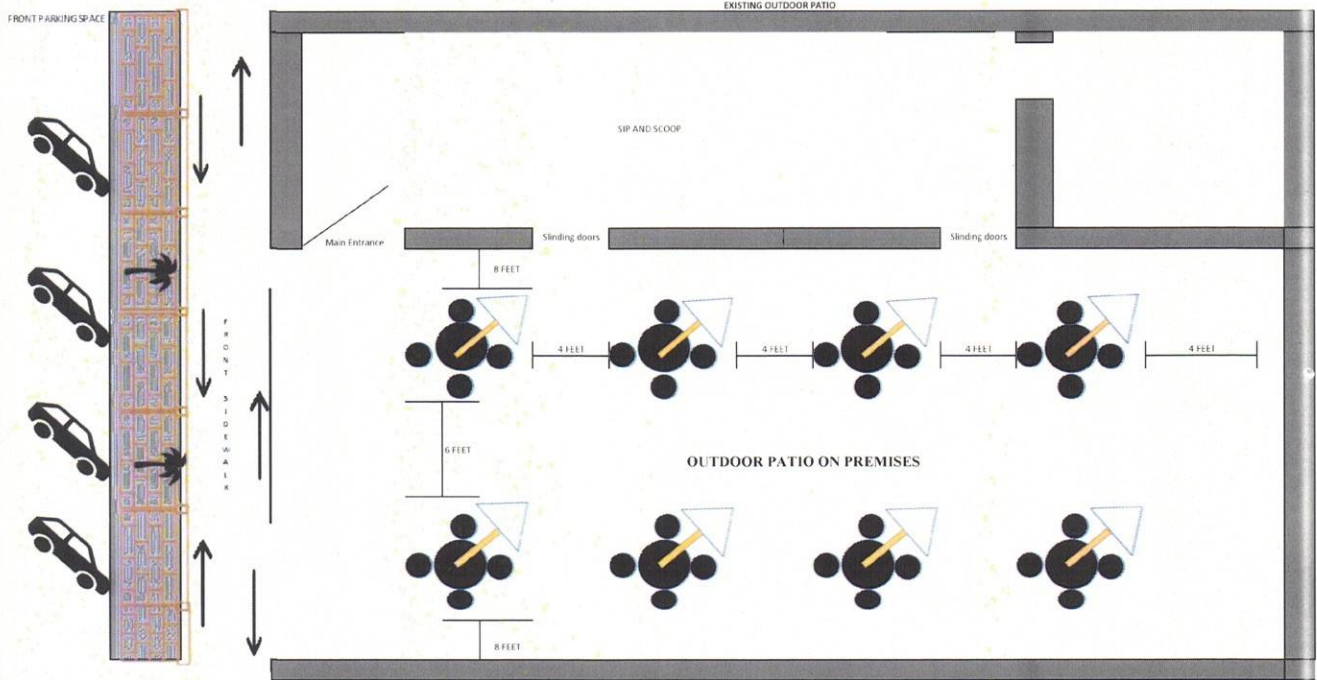
NO.	QTY.	DESCRIPTION	MANUFACTURER	MODEL
1	1	ELECTRIC CONDENSATE PUMP		
2	1	SPOT SINK OR CUPBOARD SINK		
3	1	STOVE OR COOKTOP		
4	1	REFRIGERATOR		
5	1	DISHWASHER		
6	1	ICE MAKER		
7	1	WATER HEATER		
8	1	WATER COOLER		
9	1	WATER DISPENSER		
10	1	WATER FILTER		
11	1	WATER SINK		
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IMPORTANT: THIS UNABANDONED EQUIPMENT SCHEDULE IS FOR IDENTIFYING PURPOSES ONLY.



PROPOSED FLOOR PLAN  
SCALE: 1/4"=1'-0"  
XXX ST.

<p><b>Innovative</b> DESIGN STUDIOS, INC. AAR6003402</p> <p>WWW.IDSFLO.COM TEL 727-452-8855 FAX 866-654-5303 P.O. BOX 48452 ST. PETERSBURG, FLORIDA 33743</p>	<p>RONALD B. ZARSTOWSKI REGISTERED ARCHITECT</p> <p>PRELIMINARY NOT FOR CONSTRUCTION PROGRESS DATE: 2/2/2020</p>	<p>SIP &amp; SCOOP A NEW COFFEE &amp; ICE CREAM STORE</p> <p>1702 S. ALLEN RD., SUITE 1100 MARIETTA, GA 30067</p> <p>PRELIMINARY FLOOR PLAN</p>	<p>CLIENT</p>	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION										<p><b>PROVIDER DESIGN STUDIO</b> OWNER RESERVE ITS COPYRIGHT, ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF PROVIDER DESIGN STUDIO AND IS NOT TO BE REPRODUCED, COPIED, OR DISTRIBUTED WITHOUT THE WRITTEN PERMISSION OF PROVIDER DESIGN STUDIO. ALL RIGHTS RESERVED. PROVIDER DESIGN STUDIO IS NOT RESPONSIBLE FOR ANY DAMAGE TO OR LOSS OF PROPERTY OR INFORMATION CAUSED BY THE USE OF THIS DOCUMENT. PROVIDER DESIGN STUDIO IS NOT RESPONSIBLE FOR ANY DAMAGE TO OR LOSS OF PROPERTY OR INFORMATION CAUSED BY THE USE OF THIS DOCUMENT.</p>
	NO.	DATE	DESCRIPTION														
<p>A-2</p>	<p>2/2/2020</p>	<p>PRELIMINARY FLOOR PLAN</p>	<p>CLIENT</p>	<p>125</p>													



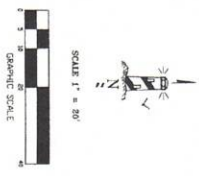
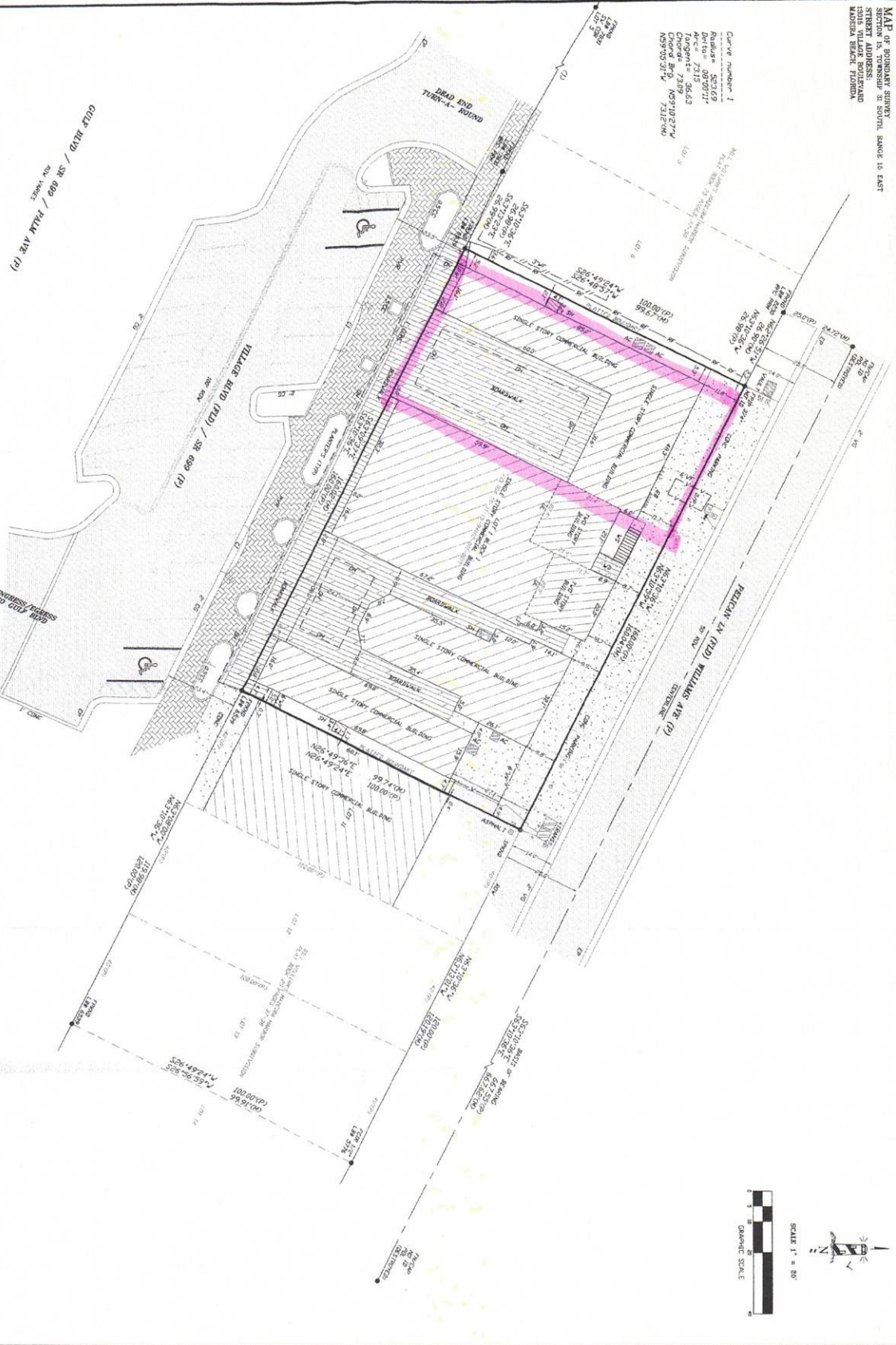
Item 10E.





MAP OF BOUNDARY SURVEY  
SECTION 13, TOWNSHIP 33 SOUTH, RANGE 13 EAST  
MAYNARD  
MAYNARD BEACH, FLORIDA

Curve Number 1  
Radius = 503.69  
Delta = 082°07'11"  
Tangent = 38.63  
Chord = 73.89  
Area = 1271.27  
NS21D21W  
NS21D21W



**DEED & SURVEY**

**FOR THE BENEFIT OF:**

THE SURVEY OF JOHN'S PASS, LLC  
FIDELITY NATIONAL TITLE INSURANCE COMPANY

**LEGAL DESCRIPTION:**

LOT 1, BLOCK 1, VILLAGE COURTWAY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 123, PAGES 56 AND 57 OF THE PUBLIC RECORDS OF PINELAS COUNTY, FLORIDA.

**PLAT ZONE:** "AT THE 11"

**AYERS SURVEYING, INC. D/B/A TRISTE J. AYERS**  
PROFESSIONAL SURVEYORS & APPRAISERS, P.A. 4955  
16794 11TH STREET NORTH, SUITE 105  
MAYNARD BEACH, FLORIDA 33408  
727-538-5192 OR 888-418-8888 FAX 727-538-5038  
E-MAIL: AYSERS@AYERSURV.COM

**CERTIFICATIONS:**

I, HERBERT CENTER, BEING THE SURVEYOR, HAVE MADE THESE SURVEY AND THE PLAT THEREOF IN ACCORDANCE WITH THE FLORIDA STATUTES AND THAT I HAVE ADOPTED THE UNIFORM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND APPRAISERS, P.A. IN CHAPTER 55-1250, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

DATE: 07-25-2012

SEC. 15, TWP. 31 S., RING. 15 E. PINELAS COUNTY, FLORIDA

**CONCRETE**

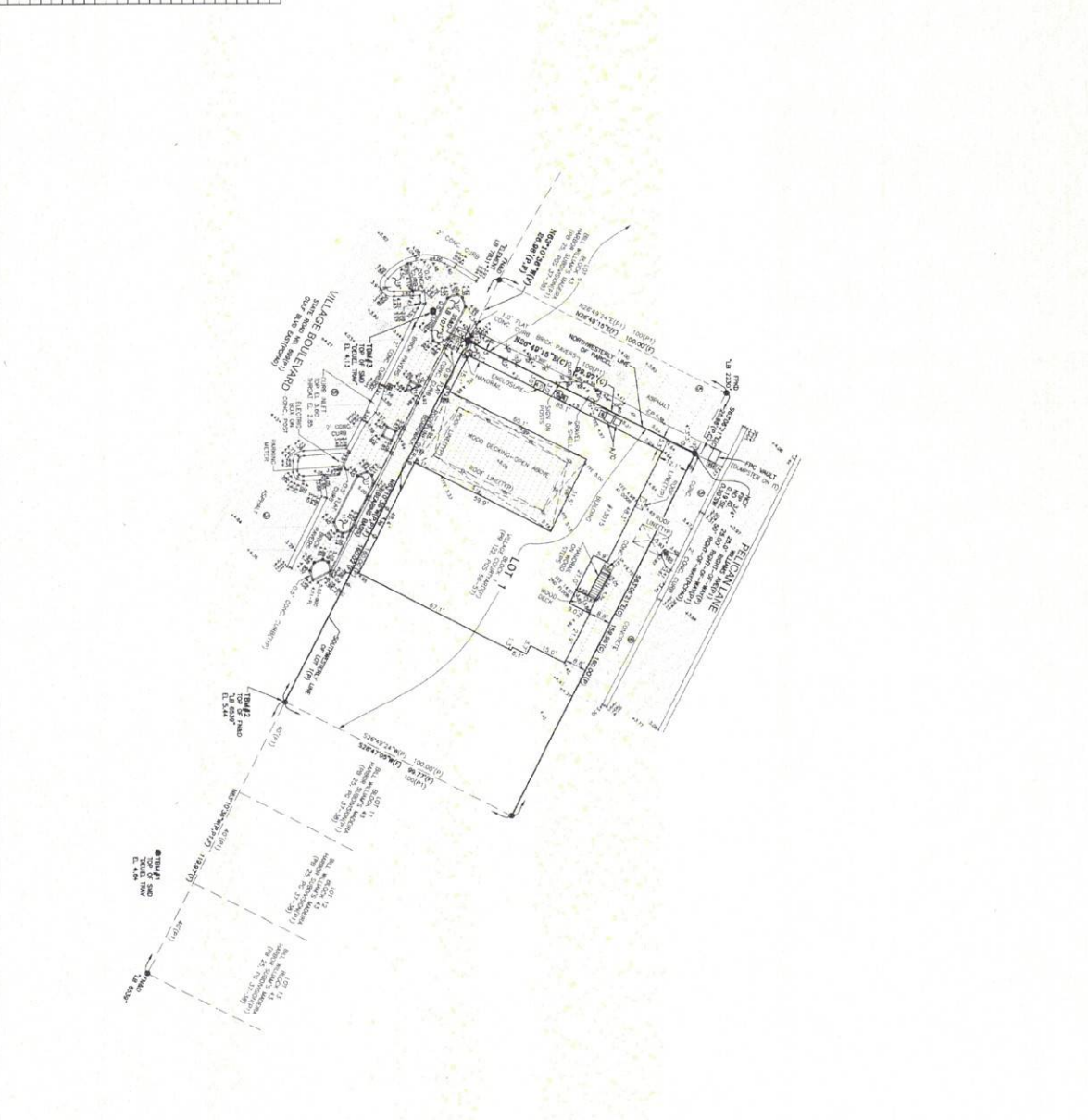
ACI 308.1M, 308.2M, 308.3M, 308.4M, 308.5M, 308.6M, 308.7M, 308.8M, 308.9M, 308.10M, 308.11M, 308.12M, 308.13M, 308.14M, 308.15M, 308.16M, 308.17M, 308.18M, 308.19M, 308.20M, 308.21M, 308.22M, 308.23M, 308.24M, 308.25M, 308.26M, 308.27M, 308.28M, 308.29M, 308.30M, 308.31M, 308.32M, 308.33M, 308.34M, 308.35M, 308.36M, 308.37M, 308.38M, 308.39M, 308.40M, 308.41M, 308.42M, 308.43M, 308.44M, 308.45M, 308.46M, 308.47M, 308.48M, 308.49M, 308.50M, 308.51M, 308.52M, 308.53M, 308.54M, 308.55M, 308.56M, 308.57M, 308.58M, 308.59M, 308.60M, 308.61M, 308.62M, 308.63M, 308.64M, 308.65M, 308.66M, 308.67M, 308.68M, 308.69M, 308.70M, 308.71M, 308.72M, 308.73M, 308.74M, 308.75M, 308.76M, 308.77M, 308.78M, 308.79M, 308.80M, 308.81M, 308.82M, 308.83M, 308.84M, 308.85M, 308.86M, 308.87M, 308.88M, 308.89M, 308.90M, 308.91M, 308.92M, 308.93M, 308.94M, 308.95M, 308.96M, 308.97M, 308.98M, 308.99M, 309.00M

**STEEL**

ASTM A36, ASTM A572, ASTM A588, ASTM A590, ASTM A595, ASTM A606, ASTM A607, ASTM A633, ASTM A634, ASTM A635, ASTM A636, ASTM A637, ASTM A638, ASTM A639, ASTM A640, ASTM A641, ASTM A642, ASTM A643, ASTM A644, ASTM A645, ASTM A646, ASTM A647, ASTM A648, ASTM A649, ASTM A650, ASTM A651, ASTM A652, ASTM A653, ASTM A654, ASTM A655, ASTM A656, ASTM A657, ASTM A658, ASTM A659, ASTM A660, ASTM A661, ASTM A662, ASTM A663, ASTM A664, ASTM A665, ASTM A666, ASTM A667, ASTM A668, ASTM A669, ASTM A670, ASTM A671, ASTM A672, ASTM A673, ASTM A674, ASTM A675, ASTM A676, ASTM A677, ASTM A678, ASTM A679, ASTM A680, ASTM A681, ASTM A682, ASTM A683, ASTM A684, ASTM A685, ASTM A686, ASTM A687, ASTM A688, ASTM A689, ASTM A690, ASTM A691, ASTM A692, ASTM A693, ASTM A694, ASTM A695, ASTM A696, ASTM A697, ASTM A698, ASTM A699, ASTM A700

**WOOD**

ASTM D1900, ASTM D2406, ASTM D2446, ASTM D2555, ASTM D2688, ASTM D2694, ASTM D2697, ASTM D2698, ASTM D2699, ASTM D2700, ASTM D2701, ASTM D2702, ASTM D2703, ASTM D2704, ASTM D2705, ASTM D2706, ASTM D2707, ASTM D2708, ASTM D2709, ASTM D2710, ASTM D2711, ASTM D2712, ASTM D2713, ASTM D2714, ASTM D2715, ASTM D2716, ASTM D2717, ASTM D2718, ASTM D2719, ASTM D2720, ASTM D2721, ASTM D2722, ASTM D2723, ASTM D2724, ASTM D2725, ASTM D2726, ASTM D2727, ASTM D2728, ASTM D2729, ASTM D2730, ASTM D2731, ASTM D2732, ASTM D2733, ASTM D2734, ASTM D2735, ASTM D2736, ASTM D2737, ASTM D2738, ASTM D2739, ASTM D2740



**DISCUSSION**

THE WORKSHOWN LINE OF THE FOLLOWING DECEASED PARTY:

AS SHOWN BY AND IN ACCORDANCE WITH THE FOLLOWING:

1. RECORDS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF PINELAS COUNTY, FLORIDA, SHOW AND BEHAVE AS SHOWN ON THE PLAN OF THIS SURVEY.
2. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE RULES OF PROFESSIONAL CONDUCT AND ETHICS, AS ADOPTED BY THE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS OF THE STATE OF FLORIDA.
3. ALL MEASUREMENTS WERE MADE BY ELECTRONIC DISTANCE MEASUREMENT (EDM) USING A SODAR.
4. ALL MEASUREMENTS WERE MADE ON THE DAY OF SURVEY AND WERE NOT CORRECTED FOR TEMPERATURE, PRESSURE, OR HUMIDITY.
5. THE SURVEY WAS MADE ON THE DAY OF SURVEY AND WERE NOT CORRECTED FOR TEMPERATURE, PRESSURE, OR HUMIDITY.
6. ALL MEASUREMENTS WERE MADE ON THE DAY OF SURVEY AND WERE NOT CORRECTED FOR TEMPERATURE, PRESSURE, OR HUMIDITY.
7. THE SURVEY WAS MADE ON THE DAY OF SURVEY AND WERE NOT CORRECTED FOR TEMPERATURE, PRESSURE, OR HUMIDITY.
8. ALL MEASUREMENTS WERE MADE ON THE DAY OF SURVEY AND WERE NOT CORRECTED FOR TEMPERATURE, PRESSURE, OR HUMIDITY.
9. THE SURVEY WAS MADE ON THE DAY OF SURVEY AND WERE NOT CORRECTED FOR TEMPERATURE, PRESSURE, OR HUMIDITY.
10. ALL MEASUREMENTS WERE MADE ON THE DAY OF SURVEY AND WERE NOT CORRECTED FOR TEMPERATURE, PRESSURE, OR HUMIDITY.
11. THE SURVEY WAS MADE ON THE DAY OF SURVEY AND WERE NOT CORRECTED FOR TEMPERATURE, PRESSURE, OR HUMIDITY.
12. ALL MEASUREMENTS WERE MADE ON THE DAY OF SURVEY AND WERE NOT CORRECTED FOR TEMPERATURE, PRESSURE, OR HUMIDITY.
13. THE SURVEY WAS MADE ON THE DAY OF SURVEY AND WERE NOT CORRECTED FOR TEMPERATURE, PRESSURE, OR HUMIDITY.
14. ALL MEASUREMENTS WERE MADE ON THE DAY OF SURVEY AND WERE NOT CORRECTED FOR TEMPERATURE, PRESSURE, OR HUMIDITY.
15. THE SURVEY WAS MADE ON THE DAY OF SURVEY AND WERE NOT CORRECTED FOR TEMPERATURE, PRESSURE, OR HUMIDITY.
16. ALL MEASUREMENTS WERE MADE ON THE DAY OF SURVEY AND WERE NOT CORRECTED FOR TEMPERATURE, PRESSURE, OR HUMIDITY.





**MIKE TWITTY, MAI, CFA**  
**Pinellas County Property Appraiser**

[www.pcpao.gov](http://www.pcpao.gov)

[mike@pcpao.gov](mailto:mike@pcpao.gov)

Run Date: 18 Apr 2024

Subject Parcel: 15-31-15-94102-001-0010

Radius: 300 feet

Parcel Count: 168

Total pages: 7

Public information is furnished by the Property Appraiser's Office and must be accepted by the recipient with the understanding that the information received was developed and collected for the purpose of developing a Property Value Roll per Florida Statute. The Pinellas County Property Appraiser's Office makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability or suitability of this information for any other particular use. The Pinellas County Property Appraiser's Office assumes no liability whatsoever associated with the use or misuse of such information.



MULLADY, MICHAEL  
MULLADY, PATRICK  
29 TOWER HTS  
ALBANY, NY 12211-1531

MONTESI, GABRIEL MARK  
MONTESI, SUSAN M  
31 HACKNEY CRT  
ANCASTER ON L9K 1M3,  
CANADA

MORGAN, THERESE MARIE  
MORGAN, DAVID ERIC  
1917 NE TRILEIN DR  
ANKENY, IA 50021-4604

MCGIVERON, JEFFREY  
MCGIVERON, MARYANN  
2100 PHELPS RD  
BASOM, NY 14013-9775

BALINT, DANIELLE K  
BLAIR, SHERRELL A  
2802 JOHNSON CIR  
BRIDGEWATER, NJ 08807-5538

MANGHAM, YVONNE  
325 RIDGE ROAD EAST  
GRIMSBY ON L3M 0K5,  
CANADA

COLLINS, BRENDA E  
22 ADLER PL  
BAY ROBERTS NL A0A 1G0,  
CANADA

MARQUIS, MARTHA  
21 BIRCHBANK LN  
TORONTO ON M3B 2Y2,  
CANADA

WOZNIAK, CHRISTOPHER L  
WOZNIAK, STACEY M WESTENDORF  
2040 MEADOWSIDE LN  
CENTERVILLE, OH 45458-2816

GOUCH INVESTMENTS  
C/O GOUCH, JOHN & BETTY  
3616 MICHIGAN AVE  
CHARLOTTE, NC 28215-2928

MELBER, MARK JOSEPH  
MELBER, MARY BETH  
82 SUSAN LN  
CHEEKTOWAGA, NY 14225-2149

NOFFSINGER, PAUL EDWARD JR  
ROCK-NOFFSINGER, TINA MARIE  
3539 S MORGAN ST  
CHICAGO, IL 60609-1525

HARAF, ROSA M  
HARAF, STEVE J  
4343 N CLARENDON AVE UNIT 415  
CHICAGO, IL 60613

MOORE, JOHN ROBERT  
MOORE, DEANNA REGAN  
361 PALM IS SE  
CLEARWATER, FL 33767-1937

CAPORALE, GLENN  
CAPORALE, LORI  
11150 LAKE KATHERINE CIR  
CLERMONT, FL 34711-5001

POMILIA, ROBERT J  
POMILIA, SUSAN  
43605 BAYFIELD DR  
CLINTON TOWNSHIP, MI 48038-5526

WESTENDORF, KENNETH  
WESTENDORF, KAREN  
3882 WIMBLEDON CIR  
DAYTON, OH 45420-1057

WESTENDORF, DOUGLAS B TRE  
WESTENDORF, BARBARA L TRE  
5161 DURWOOD ST  
DAYTON, OH 45429-5664

WETZEL, TODD A  
WETZEL, JODI C  
3048 BARLOW CRES  
DUNROBIN ON K0A 1T0,  
CANADA

BOCKSTAHLER, PETER L JR TRUST NO 08E4  
BOCKSTAHER, PETER L JR TRE  
71 GORDON ST  
ELK GROVE VLG, IL 60007-1117

WHEELER, ERIC  
SHUMAKER, BUFORD  
9215 CENTER RD  
FENTON, MI 48430-9388

NEBOLSKY, WILLIAM  
NEBOLSKY, BRIDGET  
15 BRITTANY LN  
FORT THOMAS, KY 41075-1214

TOBIN, RICHARD T JR  
TOBIN, PATRICIA A  
20454 S GREEN MEADOW LN  
FRANKFORT, IL 60423-8728

CHANDLEE, WILLIAM J  
CHANDLEE, SUSAN E  
158 W MATTHEW WOOD WAY  
GLEN MILLS, PA 19342-2206

BELANGER, TERRI TRE  
BELANGER, PAUL TRE  
10503 FIFTH LINE  
HALTON HILLS ON L7G 4S6,  
CANADA

POLITO, DAVID R  
POLITO, BEVERLY  
PO BOX 925  
HELEN, GA 30545-0925

MCKINNEY, LINDA TRUST  
HERRMANN, MARY M TRE  
1389 TORPIN HILL CT  
KENNESAW, GA 30152-8275

ROBINSON, BERNARD  
ROBINSON, IRENE  
3791 PRINCESS ST  
KINGSTON ON K7P 0K6,  
CANADA

KORN, GEORGE  
KORN, JOYCE  
102 MAIN ST  
KINGSTON, NH 03848-3212

DECICCO, FRANK P  
DECICCO, DONNA L  
21 DEER RIDGE CRES  
KITCHENER ON N2P 2L3,  
CANADA

SMITH, PETER R  
SMITH, JOY I  
18 BELLA VISTA AVE  
LAKE WORTH, FL 33460-6664

MILES, RICKY C  
MILES, REBA J  
11020 HOTCHKISS VALLEY RD E  
LENOIR CITY, TN 37771-8450

DALLETEZZE, DANTE  
DALLETEZZE, KAREN  
PO BOX 554  
LIGONIER, PA 15658-0554

GIBB, JOHN K LIVING TRUST  
GIBB, JOHN K TRE  
506 1200 COMMISSINERS RD W  
LONDON ON N6K 0J7,  
CANADA

ANDREWS, ROBERT P  
ANDREWS, MARTHA J  
9104 HOGARTH CT  
LOUISVILLE, KY 40222-5763

ZAITA, ALAIN RUIZ  
RUIZ, ADRIANA  
5707 CLOUDS PEAK DR  
LUTZ, FL 33558-4975

GOODMAN, KENNETH J TRE  
GOODMAN, KENNETH J LIV TRUST  
13019 PELICAN LN  
MADEIRA BEACH, FL 33708-1876

HAYDON, CYNTHIA CHEESMAN  
HAYDON, JACK HENRY  
497 CRYSTAL DR  
MADEIRA BEACH, FL 33708-2326

PATTISHALL, CHERYL ANNE LIVING TRUST  
PATTISHALL, CHERYL ANNE TRE  
161 131ST AVE E  
MADEIRA BEACH, FL 33708-2621

KULP, PAULETTE KLASS  
KULP, JAMES H  
118 131ST AVE E UNIT C  
MADEIRA BEACH, FL 33708-2628

ZALESKI, TERESA  
ZALESKI, CHESTER  
118 131ST AVE E UNIT E  
MADEIRA BEACH, FL 33708-2628

NEW, DAVID R  
NEW, SANDRA L  
13000 GULF BLVD UNIT 115  
MADEIRA BEACH, FL 33708-2694

JOSHUA, PAULINE A  
MCBAINE, CHRISTOPHER J  
13000 GULF BLVD UNIT 410  
MADEIRA BEACH, FL 33708-4603

WILFONG, TERRI LIVING TRUST  
WILFONG, TERRI TRE  
13000 GULF BLVD APT 502  
MADEIRA BEACH, FL 33708-4604

OWENS, TIMOTHY J REVOCABLE TRUST  
OWENS, TIMOTHY J TRE  
PO BOX 8872  
MADEIRA BEACH, FL 33738-8872

O'CONNELL, WILLIAM P III  
O'CONNELL, ALYSON  
28 STAFFORD DR  
MADISON, NJ 07940-2013

MENARD, ANN FRANCES  
RIVERS, BRUCE MICHAEL  
12265 70TH AVE N  
MAPLE GROVE, MN 55369-5423

KIVLIN, ALFRED B JR  
KIVLIN, EILEEN P  
32 MISTY MEADOW WAY  
MECHANICVILLE, NY 12118-3651

REJOYCE INVESTMENTS LLC  
RYAN, PATRICIA  
1301 ST ANDREWS CIR  
MILFORD, OH 45150-2972

STOWE, DAVID  
ALLEN, LESLEY ANN  
151 HARVEST DR  
MILTON ON L9T 4T2,  
CANADA

RIVERS, BRUCE MICHAEL  
RIVERS, SUZANNE MARIE THOMPSON  
134 W DIAMOND LAKE RD  
MINNEAPOLIS, MN 55419-1836

HUTCHISON, DOUGLAS B  
HUTCHISON, ELAINE  
RR 1  
MOUNT PLEASANT ON N0E 1K0,  
CANADA

CHIODO, GLORIA  
CARDAMONE, VINCENT  
7358 WINBERT DR  
N TONAWANDA, NY 14120-1491

STEWART, LINDA M  
DAVIS, KEVIN W  
41 BIRCHBANK LN  
NORTH YORK ON M3B 2Y2,  
CANADA

PEREIRA, STEVEN H  
PEREIRA, PAUL M  
248 HICKORY CIR  
OAKVILLE ON L6H 4V2,  
CANADA

SUAREZ-SOLAR, MERCEDES  
SUAREZ-SOLAR, EDUARDO  
15720 BERE A DR  
ODESSA, FL 33556-3038

TRUST NO 12949  
LAND TRUST SERVICE CORP TRE  
PO BOX 547945  
ORLANDO, FL 32854-7945

CRONK, RICHARD D  
CRONK, NANCY L  
91 LAKEVIEW DR  
OXFORD, MI 48370-3031

TRUSTEE COMPANY TRE  
PELICAN LAND TRUST  
30725 US HIGHWAY 19 N STE 353  
PALM HARBOR, FL 34684-4400

CRAIG, BRANDON E  
CRAIG, SVETLA  
8265 BRITTANY PL  
PITTSBURGH, PA 15237-6308

STILL, MARION J  
STILL, TEAIRA D  
4161 SAN JUAN AVE  
PROSPER, TX 75078-9763

COLE, STANLEY K  
COLE, SUSAN P  
3219 COUNTY ROAD 1700 E  
RANTOUL, IL 61866-9761

LITVIN, DANIEL  
LITVIN, RACHALLE  
6494 CHATHAM CIR  
ROCHESTER HILLS, MI 48306-4382

ANDRIS LIVING TRUST  
ANDRIS, ROBERT L TRE  
1472 SCHOOLHOUSE WAY  
SAN MARCOS, CA 92078-1015

JKABKS LIVING TRUST  
C/O ROBERT J AND KATHERINE S DUCEY TRE  
9140 N 86TH WAY  
SCOTTSDALE, AZ 85258-1928

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\*\*\*\*\*  
11932 99TH AVE  
SEMINOLE, FL 33772-2124

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11932 99TH AVE N  
SEMINOLE, FL 33772-2124

TONTHAT, VUHUY  
TONTHAT, HIEP THI  
13760 88TH AVE  
SEMINOLE, FL 33776-2211

BAUDER, KANDY TRE  
KRATOCHVIL, JERRY E & SHONNIE K FAMILY  
TRUST  
4401 S TOWNPARK PL  
SIOUX FALLS, SD 57105-7118

BAUDER, TERRY J  
BAUDER, KANDY E  
4401 S TOWNPARK PL  
SIOUX FALLS, SD 57105-7118

DUFF, RONALD W  
DUFF, SUZANNE S  
13 WILDWOOD RD  
SPRINGFIELD, IL 62704-4359

CHENERY, JULIE A TRE  
CHENERY, MARK TRE  
116 131ST AVE E UNIT F  
ST PETERSBURG, FL 33708-2641

KEIDEL, GEORGE W & FRANCES C REVOCABLE LIV  
TRUST  
KEIDEL, GEORGE W TRE  
4725 COVE CIR APT 611  
ST PETERSBURG, FL 33708-2899

PATTON, ROBERT L  
PATTON, JEANNIE  
9860 62ND TER N UNIT 1013  
ST PETERSBURG, FL 33708-3518

TOLLIVER, LARRY S & MARYANN REV LIV TRUST  
TOLLIVER, LARRY S TRE  
8219 33RD AVE N  
ST PETERSBURG, FL 33710-2217

REYES, PAMELA  
BUERKI, MICHAEL F  
1110 119TH TER N  
ST PETERSBURG, FL 33716-1513

SURF SONG RESORT CONDO ASSN INC  
C/O ASSOCIA GULF COAST  
9887 4TH ST N STE 104  
ST. PETERSBURG, FL 33702-2521

RHEINLANDER, ED  
RHEINLANDER, CATHY  
73-515 NORTH SERVICE RD  
STONE CREEK ON L8E 5X8,  
CANADA

DOW, TIMOTHY A & ANNE MARIE REV TRUST  
DOW, TIMOTHY A TRE  
3398 WISE WAY  
THE VILLAGES, FL 32163-0167

STEWART, HEATHER  
DAVIS, KEVIN  
276 ST GERMAIN AVE  
TORONTO ON M5M 1W3,  
CANADA

HOFSCHULTE, DAREN M REV TRUST  
HOFSCHULTE, DAREN M TRE  
67868 COUNTY RD 76  
WABASHA, MN 55981-7568

PEREZ, FELIPE  
PEREZ, MICHELLE LEIGH  
28748 FALLING LEAVES WAY  
WESLEY CHAPEL, FL 33543-5755

CLINK, WILLIAM T  
CLINK, PEGGY A  
9170 GALE RD  
WHITE LAKE, MI 48386-1413

WILHELMY, BRUCE TRE  
WILHELMY, BRUCE R TRUST  
21 ADAMS ST  
WORCESTER, MA 01604-1633

WORRELL FAMILY TRUST  
WORRELL, JOSEPH D TRE  
5335 BERNADETTE DR  
ZEPHYRHILLS, FL 33541-9100

J N C C BEACH PROPERTIES LLC  
3217 S DALE MABRY HWY  
TAMPA, FL 33629-7815

MADEIRA NORTE UNIT 304 LLC  
415 LYSLE BLVD  
MCKEESPORT, PA 15132-2612

MUCHA, SHARON A  
13000 GULF BLVD APT 204  
MADEIRA BEACH, FL 33708-2687

VAN DOREN, BARBARA R TRE  
4749 S PLEASANTVIEW RD UNIT 152  
HARBOR SPRINGS, MI 49740-9371

MADEIRA NORTE CONDO ASSN INC  
901 N HERCULES AVE STE A  
CLEARWATER, FL 33765-2031

MADEIRA BAY RESORT I CONDO ASSN INC  
2325 ULMERTON RD STE 20  
CLEARWATER, FL 33762-3373

SCRIBNER, ELENA K  
2747 HIBISCUS DR W  
BELLEAIR BEACH, FL 33786-3527

BONISLAWSKI, MICHAEL MATTHEW  
809 DEER WOODS RD  
KISSIMMEE, FL 34747-4261

NGUYEN, GIANG TRUONG  
38082 PEPPER RIDGE RUN  
NORTH RIDGEVILLE, OH 44039

WILLIS, ROSEMARIE  
PO BOX 638  
INDIAN ROCKS BEACH, FL 33785

JOHNS PASS ENTERPRISES LLC  
12939 VILLAGE BLVD  
MADEIRA BEACH, FL 33708-2656

RAFTERY, BRIAN J  
116 131ST AVE E UNIT D  
MADEIRA BEACH, FL 33708-2641

ZORRO BEACH PROPERTIES LLC  
3217 S DALE MABRY HWY  
TAMPA, FL 33629-7815

LIBERTY REAL ESTATES ENTERPRISES  
1031 META DR  
CINCINNATI, OH 45237-5007

THOMPSON, SUZANNE M  
134 W DIAMOND LAKE RD  
MINNEAPOLIS, MN 55419-1836

UNITED PARK SERVICES PROPERTY  
1320 E 9TH AVE STE 210  
TAMPA, FL 33605-3602

SURFSONG RESORT CONDO ASSN  
12960 GULF BLVD  
MADEIRA BEACH, FL 33708-2637

JOHNS PASS RETREAT LLC  
1511 GULF BLVD  
INDIAN ROCKS BEACH, FL 33785-2751

JOHNS PASS RETREAT LLC  
1511 GULF BLVD  
INDIAN ROCKS BEACH, FL 33785-2751

FISHERMANS COVE AND COTTAGES LLC  
12124 LILLIAN AVE  
SEMINOLE, FL 33778-3505

BONTRAGER, ANDREA  
118 131ST AVE E UNIT D  
MADEIRA BEACH, FL 33708-2628

CROWE, CAROLYN  
116 131ST AVE E UNIT A  
MADEIRA BEACH, FL 33708-2641

OWENS, TIMOTHY J  
PO BOX 8872  
MADEIRA BEACH, FL 33738-8872

FAMILY FLYERS LLC  
1341 ASHTON CT  
CHANHASSEN, MN 55317-7529

SIPKAY, BORBALA TRE  
14140 THORNWOOD ST  
RIVERVIEW, MI 48193-7824

YETTA, DARLENE C  
4604 W MCELROY AVE  
TAMPA, FL 33611-3318

D J M PROPERTIES FUND II  
100 1ST AVE N UNIT 3704  
ST PETERSBURG, FL 33701-3558

VISUTHISAKDI, WIMOL  
13037 GULF BLVD STE 1A  
ST PETERSBURG, FL 33708-4607

GENTILE, BROOKE  
4312 THONOTOSASSA RD  
PLANT CITY, FL 33565-5922

PAULY, SUSAN  
285 107TH AVE UNIT 402  
TREASURE ISLAND, FL 33706-4743

FOREST HILL PROPERTY LLC  
1303 FOREST HILL RD  
PERRY, GA 31069-3518

BRADDOCK, MARTHA F  
13054 GULF LN  
MADEIRA BEACH, FL 33708-2796

ZORRO BEACH PROPERTIES LLC  
3217 S DALE MABRY HWY  
TAMPA, FL 33629-7815

CUMMINS, BRYAN R  
13062 GULF LN  
MADEIRA BEACH, FL 33708-2626

PARRES, MARY JO BURKE  
692 BROCKMOOR LN  
BLOOMFIELD HILLS, MI 48304-1414

FOBURG, KEITH  
581 JOHNS PASS AVE  
MADEIRA BEACH, FL 33708-2368

VISUTHISAKDI, WIMOL  
13037 GULF BLVD  
MADEIRA BEACH, FL 33708-4607

TOLLIVER, TRACY ANN & TIMOTHY  
REV TRUST  
8425 143RD LN  
SEMINOLE, FL 33776-2814

BATULUKING LLC  
6219 GRAY WOLF TRL  
DALLAS, TX 75252-2616

DYER, DAVID MARTIN  
PO BOX 663  
BRISTOL, NH 03222-0663

CSI ENTERPRISES LLC  
2131 N COLLINS ST STE 433-544  
ARLINGTON, TX 76011-2849

J N C C BEACH PROPERTIES LLC  
3217 S DALE MABRY HWY  
TAMPA, FL 33629-7815

LABRECQUE, BRIAN P  
13000 GULF BLVD UNIT 510  
MADEIRA BEACH, FL 33708-4605

FOWLER, DONALD L  
571 CRYSTAL DR  
ST PETERSBURG, FL 33708-2364

HUZIOR PROPERTIES INC  
536 RIVIERA BAY DR NE  
ST PETERSBURG, FL 33702-2708

KOPP, SHARON K  
PO BOX 67218  
ST PETE BEACH, FL 33736-7218

COHORST, MEGHAN M  
566 64TH ST S  
ST PETERSBURG, FL 33707-2348

RJNP HOLDINGS LLC  
13030 GULF BLVD  
MADEIRA BEACH, FL 33708-2639

MADEIRA BEACH, CITY OF  
300 MUNICIPAL DR  
MADEIRA BEACH, FL 33708-1916

SURFSONG RESORT CONDO ASSN  
12960 GULF BLVD  
MADEIRA BEACH, FL 33708-2637

13003 VILLAGE LLC  
13003 VILLAGE BLVD  
MADEIRA BEACH, FL 33708-2658

MADEIRA BEACH, CITY OF  
300 MUNICIPAL DR  
MADEIRA BEACH, FL 33708-1916

FISHERMANS COVE AND COTTAGES LLC  
12124 LILLIAN AVE  
SEMINOLE, FL 33778-3505

WILSON, JONATHAN MARCUS LESTER  
2446 WORTHINGTON DR  
AURORA, IL 60506-6422

MICHAEL S WEGRZYN & REBECCA L WEGRZYN  
TRUST LLC  
14321 WALSHINGHAM RD  
LARGO, FL 33774-3330

FOBURG, KEITH  
581 JOHNS PASS AVE  
MADEIRA BEACH, FL 33708-2368

MADEIRA NORTE 101 LLC  
3203 ALDEN DELL  
LOUISVILLE, KY 40207-3615

13001 GULF BLVD LLC  
4100 N 28TH TER  
HOLLYWOOD, FL 33020-1116

13001 GULF BLVD LLC  
4100 N 28TH TER  
HOLLYWOOD, FL 33020-1116

SHOPS ON THE PASS CONDO ASSN INC  
12951 VILLAGE BLVD  
MADEIRA BEACH, FL 33708-2656

UNITED PARK SERVICES PROPERTY LLC  
1320 E 9TH AVE STE 210  
TAMPA, FL 33605-3602

RICE, WILLIAM ROBERT  
143 131ST AVE E  
ST PETERSBURG, FL 33708-2621

CUMMINS, BRYAN R  
13062 GULF LN  
MADEIRA BEACH, FL 33708-2626

BAYNARD, BRIAN B  
13025 GULF LN  
MADEIRA BEACH, FL 33708-2686

MADEIRA NORTE 308 LLC  
13000 GULF BLVD UNIT 308  
MADEIRA BEACH, FL 33708-2691

ANGERMEIER, KIMBERLY D  
6203 W TIMBERLANE CT  
HENDERSON, KY 42420-9130

PERERA, ARLEEN M  
PO BOX 130151  
TAMPA, FL 33681-0151

ARLINGTON COMMONS LLC  
4560 45TH ST S  
ST PETERSBURG, FL 33711-4438

Item 10E.

SYDNEY & FRIENDS LLC  
256 BALMORAL DR  
KETTERING, OH 45429-1712

WESTENDORF, MARILYN M  
2018 TRILLIUM WAY  
TIPP CITY, OH 45371-8023

POLITO, DAVID R  
13021 PELICAN LN UNIT B  
MADEIRA BEACH, FL 33708-2789

JOHNS PASS RETREAT LLC  
1511 GULF BLVD  
INDIAN ROCKS BEACH, FL 33785-2751

MADEIRA BEACH, CITY OF  
300 MUNICIPAL DR  
MADEIRA BEACH, FL 33708-1916

VETERANS OF FOREIGN WARS HOLIDAY ISLES  
POST 4256  
12901 GULF BLVD  
MADEIRA BEACH, FL 33708-2636

MADEIRA BAY TOWNHOMES CONDO ASSN INC  
5200 CENTRAL AVE  
ST PETERSBURG, FL 33707-1834

KARAHALIS, MARIA  
118 131ST AVE E UNIT 7  
MADEIRA BEACH, FL 33708-2634

KLINGEL DEVELOPMENT INC  
15530 GULF BLVD  
REDINGTON BEACH, FL 33708-1728

UNITED PARK SERVICES PROPERTY LLC  
1320 E 9TH AVE STE 210  
TAMPA, FL 33605-3602

MADEIRA 509 LLC  
760 S OAK AVE  
BARTOW, FL 33830-5747

MINA, MANUEL  
13000 GULF BLVD APT 504  
MADEIRA BEACH, FL 33708-4605

LIVING MAKAI LLC  
1100 BOCA CIEGA ISLE DR  
ST PETE BEACH, FL 33706-2544

SURFSONG RESORT CONDO ASSN  
12960 GULF BLVD  
MADEIRA BEACH, FL 33708-2637

R N J MADEIRA BEACH INC  
1017 GRAND CT  
HIGHLAND BEACH, FL 33487-5306



# MEMORANDUM

## PUBLIC NOTICE

The Board of Commissioners of the City of Madeira Beach will hold a Public Hearing on **May 8, 2024, at 6:00 p.m.**, or as soon thereafter as the matter may be heard, at the Patricia Shontz Commission Chambers at 300 Municipal Drive, Madeira Beach, Florida 33708 to review an application for the approval by the Board of Commissioners of a (2COP) alcoholic beverage license for the sale of beer and wine for consumption on premises at Sip & Scoop located at 13015 Suite C, Village Blvd, Madeira Beach, FL 33708. This establishment is located in the C-1, Tourist Commercial Zoning District. The future land use designation for the property is Activity Center.

---

### (2COP) ALCOHOLIC BEVERAGE LICENSE APPLICATION # 2024-03

**Applicant(s):** Village Café at John’s Pass LLC

**Business Location:** 13015 Suite C, Village Blvd, Madeira Beach, FL 33708

**Business:** Sip & Scoop

**Application Request:** 2COP Alcoholic Beverage License pursuant to Section 110-532 of the Madeira Beach Code of Ordinances

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2024-03, is seeking a (2COP) alcoholic beverage license for the sale of beer and wine for consumption on premises at Sip & Scoop located at 13015 Suite C, Village Blvd, Madeira Beach, FL 33708. This establishment is located in the C-1, Tourist Commercial Zoning District. The future land use designation for the property is Activity Center.

**Note:**

Section 110-532 of the Madeira Beach Code of Ordinances requires the approval by the Board of Commissioners for the consideration of an alcoholic beverage application. You have received this notice, pursuant to City Code Section 110-539, because you are a property owner within 300 feet of the subject property. If you are desirous of voicing approval or disapproval of this application, you may attend the Public Hearing for this application.

A copy of the application is available for inspection in the Community Development Department between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the application, please contact Joe Petraglia, Planning Tech at 727-391-9951, ext. 283 or [jpetraglia@madeirabeachfl.gov](mailto:jpetraglia@madeirabeachfl.gov).



Any affected person may become a party to this 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 the attached Notice of Intent to be a party with the Community Development Department not less than five days prior to commencement of the hearing. The completed form may be emailed or submitted in person to the following:

Community Development Department	Joseph Petraglia, Planning Tech
300 Municipal Drive	<a href="mailto:jpetraglia@madeirabeachfl.gov">jpetraglia@madeirabeachfl.gov</a>
Madeira Beach, FL 33708	727-391-9951, ext. 283

**Posted:**

April 22, 2024 @ Property Site, Gulf Beaches Public Library, City Hall, City of Madeira Beach, and Website Posting Locations.

**Note:** One or more Elected or Appointed Officials may be in attendance. Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City to transcribe verbatim minutes; therefore, the affected party must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting must contact Community Development Director, Jenny Rowan no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 255 or 244 or send a written request to [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov).







Item 10E.

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

**AFFECTED PERSON INFORMATION**

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

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

\_\_\_\_\_

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

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

**APPLICATION INFORMATION**

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

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

\_\_\_\_\_  
Signature of Affected Person

\_\_\_\_\_  
Date

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



Item 10E.

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

**AFFECTED PERSON INFORMATION**

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

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

\_\_\_\_\_

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

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

**APPLICATION INFORMATION**

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

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

\_\_\_\_\_  
Signature of Affected Person

\_\_\_\_\_  
Date

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



### AFFIDAVIT OF MAILING

Date: 4/22/2024

Mailings for Case # ABP 2024-03

Before me this day Lisa Shekerman, personally appeared. He/she has mailed public notices to property owners within a 350 foot radius of the subject property.

Lisa Shekerman  
Signature

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn and subscribed before me this 22nd day of April, 20 24.

Personally known or produced \_\_\_\_\_ as identification.



Samantha Arison  
Notary Public

4/22/24  
Date

\*Copy of public notice is attached.



# AFFIDAVIT OF POSTING

Date: 4/22/2024

Postings for: ABP 2024-03

\_\_\_\_\_

Before me this day Lisa Selvarman personally appeared. He/she has posted public notices at the locations indicated in the notice document(s).

Lisa Selvarman  
Signature

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn to and subscribed before me this 22nd day of April, 2024.

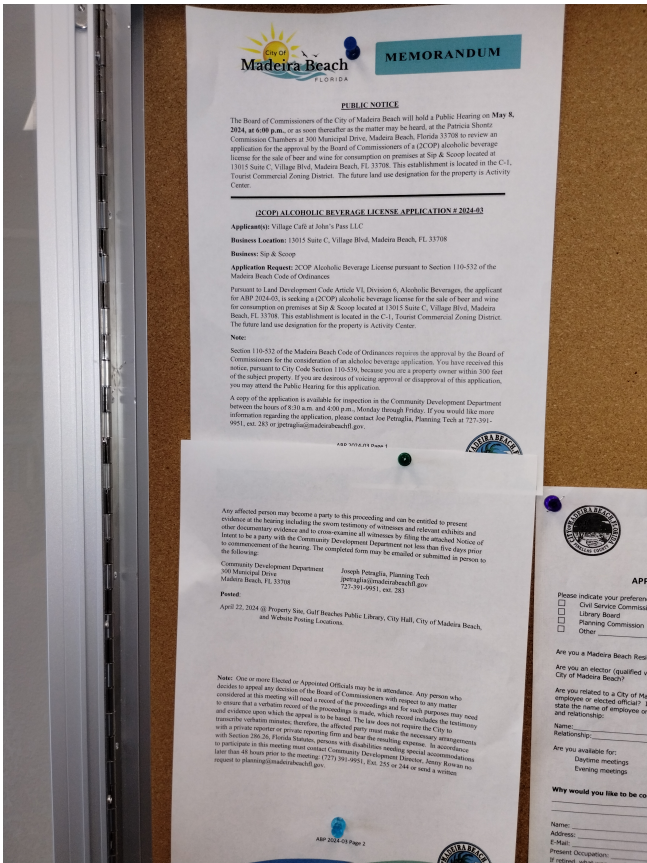
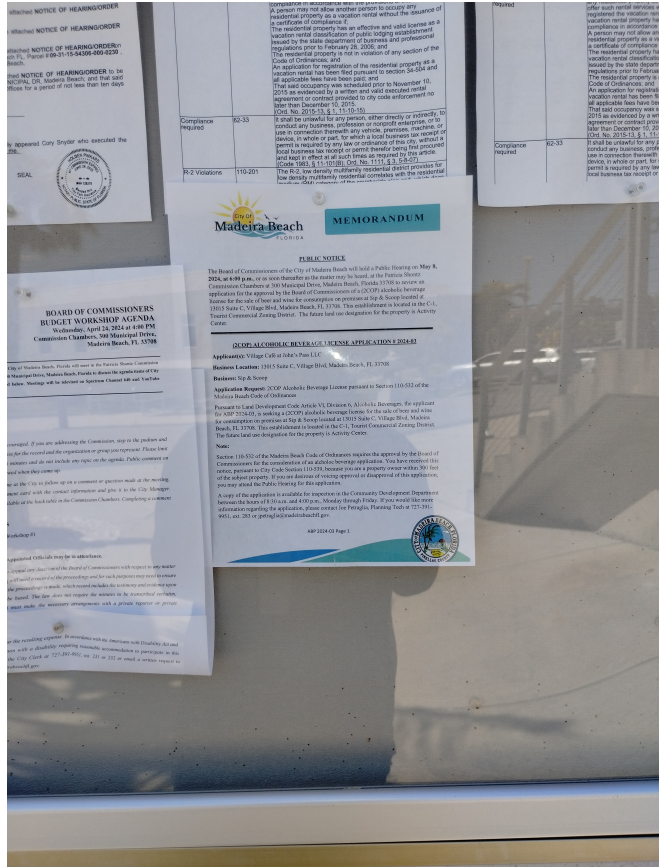
Personally known or produced \_\_\_\_\_ as identification.



Samantha Arison  
Notary Public

4/22/24  
Date

\*Copy of public notice is attached.







# MEMORANDUM

TO: Hon. Mayor and Board of Commissioners  
THROUGH: Robin Gomez, City Manager  
FROM: Clint Belk, Fire Chief  
DATE: April 24, 2024  
RE: Redington EMS Station Funding Agreement

---

**Background**

The County and the Redington communities have determined the need for an EMS Station to serve the Redington Beaches and Madeira Beach. Currently, the Madeira Beach Fire Department provides fire rescue services to the three neighboring communities and is under contract with Pinellas County for EMS. The City of Madeira Beach/Madeira Beach Fire Department will staff the Redington Beach EMS Station and be the service provider.

The City of Madeira Beach will manage the design and construction of the Redington EMS Station.

**Fiscal Impact**

Pinellas County is making the local option infrastructure sales tax funds, Penny for Pinellas, available to provide funding assistance for the construction of the new station.

**Recommendation**

Staff recommends that the Redington Beaches EMS Station Funding Agreement be approved.

**Attachment(s):**

Redington Beaches EMS Station Funding Agreement



**REDINGTON BEACHES EMS STATION FUNDING AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Madeira Beach, a Florida municipal corporation, (“City”), and Pinellas County, a political subdivision of the State of Florida, (“County”) (collectively “Parties”).

**WITNESSETH:**

**WHEREAS**, the County and the Redington communities have determined the need for an EMS Station to serve the Redington Beaches and Madeira Beach; and

**WHEREAS**, the City provides fire rescue services and is under contract with the County for emergency medical services (“EMS”) and will staff the Redington EMS Station and be the service provider; and

**WHEREAS**, the City and County desire for the City to manage the design and construction of the Redington EMS Station; and

**WHEREAS**, the County has local option infrastructure sales tax funds (Penny for Pinellas), which are being made available to provide funding assistance for the construction of the new station; and

**WHEREAS**, County has agreed to enter into this Agreement to provide funding to the City for such design and construction; and

**WHEREAS**, this Agreement is entered between the Parties pursuant to Section 163.01, Florida Statutes.

**NOW THEREFORE**, in consideration of one dollar, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the promises and covenants contained herein, the Parties agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated herein by reference.
2. **Project.** The City shall be responsible for all aspects of design and construction of this facility. The County is solely providing funding support for the project. The new EMS station will be located at 190 173rd Avenue E, North Redington Beach, FL 33708.
3. **Term.** The term of this Agreement (“Term”) shall commence on date approved and signed by the County and shall end on September 30, 2026.
4. **Funding.**
  - A. The County shall provide up to \$7,400,000.00 (“County Funds”) to pay for the Project in accordance with this Agreement. County Funds may be used by City for the following to include, but not limited to, engineering, site preparation including soil

and/or environmental testing, design, construction, and associated costs directly related to the Project.

- B. The actual cost to the County shall not exceed the Project cap of \$7,400,000.00 without an amendment to this Agreement subject to the approval of the Board of County Commissioners.
- C. City may request funding draws up to ninety (90) days in advance of milestone payments to its contractors. Such requests shall be in writing and the County will issue funds to the City. The County shall make payments to City for funding draws within forty-five (45) days in accordance with 218.70, *et seq.*, the Florida Prompt Payment Act.
- D. City shall provide documentation to include purchase orders, invoices, and proof of payment to account for the actual expenses incurred during the design and construction of the Project. Such documentation shall include a cover letter and detailed use of the funding draw by recapping the expenses. City shall remit documented expenses to the County periodically during each fiscal year up to the cap for each fiscal year and subject to the Project cap.
- E. The County shall make payments to City for funding draws within forty-five (45) days in accordance with 218.70, *et seq.*, the Florida Prompt Payment Act.
- F. All invoices shall be sent to the County per Section 14.
- G. County funds are budgeted to the following cap each fiscal year for disbursement as follows:

FY23-24	\$4,787,000.00
FY24-25	\$2,613,000.00
FY25-26	Any remaining funds not paid in FY24-25 can be carried forward to FY 25-26 through a budget amendment and disbursed to complete the project.

**5. Use of Funds.** The County Funds shall be used solely and exclusively for the Project as approved by the County, and any funds not so utilized at the end of the Project shall be returned to the County. Should the City fail to construct the facility by September 30, 2026, the City shall return the original funding amount to the County.

**6. Compliance with Federal, State, County, and Local Laws.** The Parties shall comply with all federal, state, county, and local laws, regulations, and ordinances at all times.

**7. Termination of Agreement**

- A. This Agreement may be terminated by either party upon fifteen (15) days written notice if conditions arise that, in the sole discretion of the party terminating, require such termination in the public interest.



B. Notice of any termination shall be given in accordance with Section 14 of this Agreement.

**8. Parties' Liabilities**

A. The County's liability and obligations to City or any person having a claim pursuant to this Agreement shall be limited solely to the amount of the County Funds committed herein and the terms and conditions of this Agreement.

B. City's liability and obligations to the County shall be to deliver a completed Project and refund any unused portion of the funds received from the County to the County, or in the event of termination of this Agreement.

**9. Indemnification.** To the greatest extent of applicable law, City agrees to indemnify and defend County, its officers, and employees, against all claims of any nature whatsoever arising out of the Project. Nothing herein is intended to serve as a waiver of sovereign immunity by either the County or the City. Nothing herein shall be construed as consent by the County or City to be sued by third parties in any matter arising out of this Agreement.

**10. Discrimination.** City and the County shall not discriminate against any person in violation of federal, state, or local law and ordinances.

**11. Assignment.** This Agreement may not be assigned by City without the written consent of the County.

**12. Severability.** Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this contract.

**13. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, and no change will be valid unless made by supplemental written agreement executed by both Parties.

**14. Notices.** All notices, requests, demands, or other communications required by law or this Agreement shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail or the actual date of delivery. The primary contact for each of the Parties is:

City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, Florida 33708

EMS & Fire Administration Director  
Pinellas County EMS & Fire Administration  
12490 Ulmerton Road – Suite 134  
Largo, Florida 33774

15. **Waiver**. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement.
16. **Governing Law and Venue**. This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall be in Pinellas County, Florida. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in City or Pinellas County, in which case action shall be brought in that division.
17. **Due Authority**. Each party to this Agreement represents and warrants to the other party that (i) they are duly organized, qualified, and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.
18. **Headings**. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.
19. **Approval**. This Agreement is subject to approval of the City of Madeira Beach and the Pinellas County Board of County Commissioners.
20. **Fiscal Non-Funding**. In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify City of such occurrence, and the contract shall terminate on the last day of the then-current fiscal period without penalty or expense to the County.
21. **Only Agreement of the Parties**. This Agreement replaces and supersedes and replaces all prior Agreements of the Parties governing the construction of a Fire Station in City. The Parties agree that this document extends the agreement of the Parties regarding this construction but allocates no additional funds beyond the prior agreements.
22. **Force Majeure**. The City shall be excused from the performance of the obligations under paragraph 5. Use of Funds, to the extent that such performance is prevented by force majeure. Force Majeure shall be defined as fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of government bodies, voluntary or involuntary compliance with any regulation, law or order of the government, failure or default of public utilities, pandemic, epidemic, riot, strikes, labor or supply disruptions or similar causes beyond the control of the City.

[Signature Page to Follow]

**IN WITNESS WHEREOF** the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:  
KENNETH BURKE, CLERK

PINELLAS COUNTY, FLORIDA  
By and through its  
Board of County Commissioners

by: \_\_\_\_\_  
Deputy Clerk

by: \_\_\_\_\_  
Chairman

Countersigned:

CITY OF MADEIRA BEACH, FLORIDA

by: \_\_\_\_\_  
Mayor

by: \_\_\_\_\_  
City Manager

Reviewed and Approved:

Attest:

by: \_\_\_\_\_  
City Attorney

by: \_\_\_\_\_  
City Clerk



# MEMORANDUM

TO: Honorable Mayor and Board of Commissioners  
 VIA: Robin Gomez, City Manager  
 FROM: Frank DeSantis, CBO  
 DATE: April 12, 2024  
 RE: **Approve Agreement with Mali Contracting Corp. to construct Code Enforcement/Satellite Office**

### **Background**

On November 7, 2023, the City of Madeira Beach publicly advertised a Request for Proposal (RFP) for constructing office space underneath the front entry stairs of City Hall and received three proposals on December 6, 2023.

Company	Bid Amount
Mali Contracting Corp.	\$219,684
Qualis General Contractors	\$283,983
Trias Construction	\$489,121

### **Fiscal Impact**

The proposed project is budgeted for FY2024 using building department funds. Additional quotes were received for network/cabaling, office furniture and flood paneling for an approximate total of \$40,000. The total budget amount for the project is \$260,000.

### **Recommendation**

Approve agreement with the lowest bidder, Mali Contracting Corp. to construct the code enforcement/satellite office space.

**Attachments:** Mali Contracting Group Agreement

CONSTRUCTION AGREEMENT

*for*

STIPULATED SUM

*between*

THE CITY OF MADEIRA BEACH (AS OWNER)

*and*

MALI CONTRACTING CORP. (AS CONTRACTOR)

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**CONSTRUCTION AGREEMENT  
FOR STIPULATED SUM  
RFP 23-10 CODE ENFORCEMENT/SATELLITE OFFICE IMPROVEMENTS  
PROJECT**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between the City of Madeira Beach, a Florida municipal corporation, referred to herein as “Owner”, and Mali Contracting Corp., incorporated in the State of Florida and registered and licensed to do business in the State of Florida (license #s CBC1262526, CGC1534877, and CFC1432513), referred to herein as “Contractor.”

**WHEREAS**, the Owner intends to construct office space under the existing building entry structure into office space within the existing footprint, the aforementioned improvements being hereinafter referred to and defined as the “Project”, which Project is more fully described in the City’s Request for Proposal 23-10 (the “RFP”); and

**WHEREAS**, in response to Owner’s RFP, Contractor has submitted a Bid (the “Contractor’s Bid”) to provide construction services to construct the Project according to the City’s specifications; and

**WHEREAS**, the City’s administrative staff have reviewed the Contractor’s qualifications and have determined that the Contractor is responsible; and

**WHEREAS**, the City’s administrative staff have reviewed the Contractor’s Bid and have found it to be the lowest responsive bid.

**NOW THEREFORE**, the Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

**1. Contract Documents.** The Contract Documents consist of:

- this Agreement and attached Exhibits,
- the General Conditions,
- the Supplementary Conditions (if any),
- the Special Conditions (if any),
- the engineer’s Drawings (if any, the titles of which are attached hereto as **Exhibit A**),
- any Addenda issued prior to execution of this Agreement,
- the RFP (including any Instructions to Bidders, Scope of Work, Bid Summary, Supplements, and Technical Specifications),
- any addenda interpretations issued pursuant to the Request for Proposal,
- the Contractor’s Bid,
- the permits,
- the notice of intent to award,
- the Notice to Proceed,
- the City’s purchase order(s) (if any),
- any other documents listed in this Agreement, and

- Modifications [to include written Amendment(s), Change Order(s), Work Directive Change(s) and Field Directive(s)] issued after execution of this Agreement.

All these form the Agreement and are as fully a part of the Agreement as if attached or repeated herein. This Agreement represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No other documents shall be considered Contract Documents. In the event of conflict between them, the document listed first shall control any later-listed document, except that the Specifications shall control over all other documents.

**2. Work.** The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**3. Date of Commencement and Substantial Completion.**

A. Date of Commencement. The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner.

B. Contract Time. The Contract Time shall be measured from the date of commencement.

C. Substantial Completion. The Contractor shall achieve Substantial Completion of the entire Work not later than 180 days from the date of commencement, subject to adjustments of this Contract Time as provided in the Contract Documents.

Time is of the essence in the Contract Documents and all obligations thereunder. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of \$300.00 per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. The Contractor agrees that such liquidated damages will not constitute a penalty but were instead calculated to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

**4. Contract Sum.**

A. Payment. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Nineteen Thousand Six Hundred and Eighty-Four Dollars and Zero Cents (\$219,684.00), subject to additions and deductions as provided in the Contract Documents.

B. Alternates. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner. None.

C. Unit Prices. Unit prices, if any, are reflected in the Contractor's Bid.

**5. Payments.**

A. Progress Payments.

- (1) Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- (2) The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- (3) Payments shall be made by Owner in accordance with the requirements of Florida Statutes § 218.735.
- (4) Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Owner or Architect/Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- (5) Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- (6) Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - i. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 3.3.B. of the General Conditions;
  - ii. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a

location agreed upon in writing), supported by paid receipts, less retainage of five percent (5.00%);

- iii. Subtract the aggregate of previous payments made by the Owner; and
  - iv. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified an Application for Payment, in whole or in part as provided in Section 3.3.C. of the General Conditions.
- (7) The progress payment amount determined in accordance with Section 5.A(6) shall be further modified under the following circumstances:
- i. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect/Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.
  - ii. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 3.2.B. of the General Conditions.
- (8) Reduction or limitation of retainage, if any, shall be as follows:
- Notwithstanding the foregoing, upon completion of at least 50% of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment.
- (9) Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- (1) The Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 2.4.C. of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and
- (2) A final Application for Payment has been approved by the Architect/Engineer.

## 6. Termination or Suspension.

A. Termination. The Agreement may be terminated by the Owner or the Contractor as provided in Article XIV of the General Conditions.

B. Suspension by Owner. The Work may be suspended by the Owner as provided in Article XIV of the General Conditions.

## 7. Other Provisions.

A. Substantial Completion Defined. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Contractor shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

B. Project Meetings. There shall be a project meeting, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meeting will be attended by a representative of the Contractor, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

C. Weather. Any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Contractor documenting same.

D. Shop Drawings; Critical Submittals. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Contractor within fourteen (14) days.

E. Applications for Payment. Applications for Payment shall be submitted once monthly at regular intervals and shall include detailed documentation of all costs incurred.

F. Punch List. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Contractor. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Contractor. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Contractor.

G. Closeout documentation. Within 30 days after obtainment of Substantial Completion and before final payment, Contractor shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

H. Governing Provisions; Conflicts. In the event of a conflict between this Agreement and the Specifications or as between the General Conditions and the Specifications, the Specifications shall govern.

I. Immigration Compliance: E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor’s employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1<sup>st</sup>, 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor’s contract with the Owner cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Owner that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Owner develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Owner shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

J. Owner Direct Purchases. As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the Owner reserves the right to require the Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to the City. This process will be referred to as Owner Direct Purchases (ODP) and is a method that may be utilized to create savings for the Owner. The Owner saves the amount of the sales tax when it purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the Owner elects to invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order.

**8. Insurance and Bonding.** If and to the extent required by the Request for Proposal documents, the Contractor shall furnish insurance coverage for (but not necessarily limited to) workers’ compensation, commercial general liability, auto liability, excess liability, and builder’s risk. The Contractor shall furnish to the Owner all appropriate policies and



Certificate(s) of Insurance. The Contractor shall also post a Payment and Performance Bond for the Contract Sum, within ten (10) days following notification of intent to award, and otherwise in accordance with the Request for Proposal documents.

**9. Independent Contractor.** The Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

**10. Entire Agreement.** This Agreement (inclusive of the Contract Documents incorporated herein by reference) represents the full agreement of the Parties.

**11. Amendments; Waivers; Assignment.**

A. Amendments. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by authorized representatives of the Parties hereto.

B. Waivers. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment. The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

**12. Validity.** Each of the Owner and Contractor represents and warrants to the other its respective authority to enter into this Agreement.

**13. Covenant To Defend.** Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the Parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

**14. Disclaimer of Third-Party Beneficiaries; Successors and Assigns.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

**15. Construction.**

A. Headings and Captions. The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

B. Legal References. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

**16. Severability.** The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

**17. Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

**18. Attorney’s Fees and Costs.** In any claim dispute procedure or litigation arising from this Agreement, including any appellate proceedings, each party hereto shall be solely responsible for paying its attorney’s fees and costs without regard to the outcome of such procedure or litigation.

**19. Notices.** All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner: Robin Gomez, City Manager  
City of Madeira Beach  
300 Municipal Drive

Madeira Beach, Florida 33708  
Email: rgomez@madeirabeachfl.gov

To the Contractor:

Marisela Linares, President  
Mali Contracting Corp.  
4501 N. Saint Vincent St.  
Tampa, Florida 33614  
Email: malicontractingcorp@gmail.com

Notices, comments, consents, objections, approvals, waivers, and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

**20. Exhibits.** Exhibits to this Agreement are as follows:

Exhibit A—Drawings

Exhibit B—Specifications

Exhibit C—Affidavit of No Conflict

Exhibit D—Certificate(s) of Insurance

Exhibit E—Payment and Performance Bond

Exhibit F—Standard Forms

- 1—No collusion affidavit
- 2—Application for payment (use AIA G702)
- 3—Certificate of substantial completion (use AIA G704)
- 4—Change Order (use AIA G701)

**WHEREFORE**, the Parties hereto have executed this Agreement as of the date last executed below.

MALI CONTRACTING CORP.

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

Printed Name: Marisela Linares

Title: President

**CITY OF MADEIRA BEACH**

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

Printed Name: Robin Gomez

Title: City Manager

GENERAL CONDITIONS  
*of the*  
CONSTRUCTION AGREEMENT

**GENERAL CONDITIONS  
ARTICLE I  
DEFINITIONS**

**1.1 Definitions.** For purposes of the Contract Documents, the following terms shall have the following meanings.

A. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.

B. Application for Payment: The form approved and accepted by the Owner, which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.

C. Architect/Engineer: John A. Bodziak, an architect, registered and licensed to do business in the State of Florida.

D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.

E. Compensable Delay: Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.

F. Contractor's Personnel: The Contractor's key personnel designated by Contractor.

G. Construction Services: The Construction Services to be provided by Contractor pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.

H. Contract Sum: The total compensation to be paid to the Contractor for Construction Services rendered pursuant to the Contract Documents, as set forth in Contractor's Bid, unless adjusted in accordance with the terms of the Contract Documents.

I. Construction Team: The working team established pursuant to Section 2.1.B.

J. Contract Time: The time period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.

K. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

L. Defective: When modifying the term “Work”, referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner’s approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

M. Excusable Delay: Any delay beyond the control and without the negligence of the Contractor, the Owner, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of a public enemy, fires, floods, freight embargoes, acts of government other than Owner or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

N. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner’s contingency funds.

O. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.

P. Float or Slack Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Q. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.

R. Inexcusable Delay: Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the Contractor.

S. Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing Substantial Completion of the Work within the Contract Time.

T. Notice to Proceed: Written notice by Owner (after execution of Contract) to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work.

U. Owner: City of Madeira Beach, a Florida municipal corporation.

V. Owner’s Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.

W. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Contractor of its obligations hereunder.

X. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.

Y. Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the Project Schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

Z. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.

AA. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

BB. Project Costs: The costs incurred by the Contractor to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.

CC. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Contractor, or such other individual designated by the Contractor, from time to time, pursuant to written notice in accordance with the Contract Documents.

DD. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

EE. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.

FF. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.

GG. Pre-operation Testing: All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.

HH. Punch List Completion Date: The date upon which all previously incomplete or unsatisfactory items, as identified by the Contractor, the Architect/Engineer and/or



the Owner are completed in a competent and workmanlike manner, consistent with standards for Work of this type and with good building practices in the State of Florida.

II. Subcontractor: Any individual (other than a direct employee of the Contractor) or organization retained by Contractor to plan, construct or equip the Project pursuant to Article IV.

JJ. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project.

KK. Substantial Completion Date: The date on which the Project is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

LL. Unit Price Work: Work to be paid for on the basis of unit prices.

MM. Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

NN. Work Directive Change: A written directive to Contractor, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by Owner's Project Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

## ARTICLE II RELATIONSHIP AND RESPONSIBILITIES

**2.1 Relationship between Contractor and Owner.** The Contractor accepts the relationship of trust and confidence established with Owner pursuant to the Contract Documents. The Contractor shall furnish its best skill and judgment and cooperate with Owner and Owner's Project Representative in furthering the interests of the Owner. The Contractor agrees to provide the professional services required to complete the Project consistent with the Owner's direction and the terms of the Contract Documents. All services provided hereunder by Contractor, either directly or through Subcontractors, shall be provided in accordance with sound construction practices and applicable professional construction standards.

A. Purpose. The purpose of the Contract Documents is to provide for the provision of construction services for the Project on the Project Site by the Contractor, and construction of the Project by the Contractor in accordance with the Project Plans and Specifications. The further purpose of the Contract Documents is to define and delineate the responsibilities and obligations of the parties to the Contract Documents and to express the desire of all such parties to cooperate together to accomplish the purposes and expectations of the Contract Documents.

B. Construction Team. The Contractor, Owner and Architect/Engineer shall be called the "Construction Team" and shall work together as a team commencing upon full execution of the Contract Documents through Substantial Completion. As provided in Section 2.2, the Contractor and Architect/Engineer shall work jointly through completion and shall be available thereafter should additional services be required. The Contractor shall provide leadership to the Construction Team on all matters relating to construction. The Contractor understands, acknowledges and agrees that the Architect/Engineer shall provide leadership to the Construction Team on all matters relating to design.

C. Response to Request for Proposal. The Contractor acknowledges that the representations, statements, information and pricing contained in its Bid have been relied upon by the Owner and have resulted in the award of this Project to the Contractor.

**2.2 General Contractor Responsibilities.** In addition to the other responsibilities set forth herein, the Contractor shall have the following responsibilities pursuant to the Contract Documents:

A. Personnel. The Contractor represents that it has secured, or shall secure, all personnel necessary to perform the Work, none of whom shall be employees of the Owner. Primary liaison between the Contractor and the Owner shall be through the Owner's Project Representative and Contractor's Project Manager. All services required herein shall be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under law to perform such services.

B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of professional services, the Contractor acknowledges that time is critical for Project delivery. The

Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.

C. Timely Performance. The Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.

D. Duty to Defend Work. In the event of any dispute between the Owner and any Permitting Authority that relates to the quality, completeness or professional workmanship of the Contractor's services or Work, the Contractor shall, at its sole cost and expense, cooperate with the Owner to defend the quality and workmanship of the Contractor's services and Work.

E. Trade and Industry Terminology. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner or Contractor, or any of their agents or employees from those set forth in the Contract Documents. Computed dimensions shall govern over scaled dimensions.

**2.3 Project Schedule.** The Contractor, within ten (10) days after being awarded the Contract, shall prepare and submit for the Owner's and Architect/Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.

- A. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. The Project Schedule shall show, at a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Project Schedule shall include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance testing requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion

Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions.

- B. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Contractor performance and to allow the Owner's Project Representative to monitor the Contractor's efforts.
- C. The Project Schedule may be adjusted by the Contractor pursuant to Article V. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract Documents.
- D. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect/Engineer's approval. The Architect/Engineer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- E. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

**2.4 Construction Services.** The Contractor shall provide the following Construction Services:

A. Construction of Project. The Contractor shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Contractor to construct the Project shall include without limitation (1) all services necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid and the Bid.

B. Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the issuance of the Notice to Proceed.

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall not entitle Contractor to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of Work or the rate of progress

necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Contractor to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

D. Materials. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Architect/Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract Documents.

E. Accountability for Work. The Contractor shall be solely accountable for its Work, including plans review and complete submittals. The Contractor shall be solely responsible for means and methods of construction.

F. Contract Sum. The Contractor shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.

G. Governing Specifications. The Project shall be constructed in accordance with applicable Owner design standards and guidelines. In the absence of specified Owner design standards or guidelines, the Architect/Engineer shall use, and the Contractor shall comply with, the most recent version of the applicable Florida Building Code design standards. In general, the Project shall be constructed by the Contractor in accordance with applicable industry standards. The Contractor shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.

H. Adherence to Project Schedule. The development and equipping of the Project shall be undertaken and completed in accordance with the Project Schedule, and within the Contract Time described therein.

I. Superintendent. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

(1) The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review. Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

(2) The Contractor shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.

J. Work Hours. Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during days and hours required by City Code, and Contractor shall not perform work outside of these days and hours without Owner's written consent given after prior notice to Architect/Engineer (at least seventy-two (72) hours in advance).

K. Overtime-Related Costs. Contractor shall pay for all additional Architect/Engineering charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, such overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.

L. Insurance, Overhead and Utilities. Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

M. Cleanliness. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project Site. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and shall thereafter be entitled to reimbursement from Contractor.

N. Loading. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

O. Safety and Protection. Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- (1) All employees on the Work and other persons and organizations who may be affected thereby;

- (2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
- (3) Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed.

P. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from Architect/Engineer or Owner, shall act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Project is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.

Q. Substitutes. For substitutes not included with the Bid but submitted after the effective date of the Contract Documents, Contractor shall make written application to Architect/Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Architect/Engineer in evaluating the proposed substitute. Architect/Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner, Architect/Engineer and Contractor shall have access to any available Float Time in the Project Schedule. In the event that substitute materials or equipment not included as part of the Bid but proposed after the effective date of the Contract Documents, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed to adjust the Contract Sum.

- (1) If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Architect/Engineer if Contractor submits sufficient information to allow Architect/Engineer to

determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.

- (2) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- (3) Contractor shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Contract Documents and all costs resulting from any delays in the Work while the substitute was undergoing review.

R. Surveys and Stakes. The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the Project or parts of the Project critical are involved, the Contractor shall employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor shall be held responsible for the preservation of all stakes and marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

S. Suitability of Project Site. The Contractor has, by careful examination, satisfied itself as to the nature and location of the Work and all other matters which can in any way affect the Work, including, but not limited to details pertaining to borings, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Contractor has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data, and has based its Bid on its own opinion of the conditions likely to be encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any Project Site conditions that existed at the time of bidding. No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

T. Project Specification Errors. If the Contractor, in the course of the Work, finds that the drawings, specifications or other Contract Documents cannot be followed, the Contractor shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any Work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's sole risk of non-payment and delay.



U. Remediation of Contamination: Owner and Contractor recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination. Because the presence or extent of any contamination is not known, Contractor shall include no cost in the Contract Sum, and no time in the Project Schedule, for cost or delays that might result from any necessary remediation. The Project Schedule will provide a period of time between demolition activities and the start of the next activity to commence any remediation if needed. Contractor shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. Any hazardous materials remediation Work which Contractor agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:

- (1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.
- (2) Contractor, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead operations at the Project Site during any period of delay in excess of seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform Work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).
- (3) Contractor and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising as a result of any delay in excess of seven (7) days. Such Contractor, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.
- (4) Contractor, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office overhead (including, but not limited to, home office overhead "Eichleay" claims), lost profits/opportunities, and any special, indirect, or consequential damages arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.
- (5) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contract Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.

- (6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.
- (7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

- (1) The Contractor shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the Work included in that particular separate subcontract, it's scheduling for start and completion, and its relationship to other separate contractors.
- (2) Without assuming any design responsibilities of the Architect/Engineer, the Contractor shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.

W. Job Site Facilities. The Contractor shall arrange for all job site facilities required and necessary to enable the Contractor and Architect/Engineer to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job.

X. Weather Protection. The Contractor shall provide temporary enclosures of building areas in order to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Contractor shall also be responsible for providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.

Y. Payment and Performance Bond. Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Florida Statutes § 255.05, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance

Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition.

Z. Construction Phase; Building Permit; Code Inspections. Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

- (1) Building/Construction Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contractor shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of any required permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Contractor when and where necessary.
- (2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing general building and fire. The Contractor shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be borne by the Contractor or as provided in the contract between Contractor and Subcontractor.
- (3) Contractor's Personnel. The Contractor shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Contractor Personnel to whom the Owner has reasonable objection, without liability to the Contractor.
- (4) Lines of Authority. To provide general direction of the Work, the Contractor shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Contractor and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontracts.

AA. Quality Control. The Contractor shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. The Contractor shall be responsible for and supervise the Work of all Subcontractors, providing instructions to each when their Work does not conform to the requirements of the Project Plans and Specifications, and the Contractor shall continue to coordinate the Work of each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Contractor and the Architect/Engineer over the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine the acceptability, provided that such determination is consistent with standards for construction projects of this type and generally accepted industry standards for workmanship in the State of Florida.

BB. Management of Subcontractors. All Subcontractors shall be compensated in accordance with Article IV. The Contractor shall solely control the Subcontractors. The Contractor shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest. When there is an imminent threat to health and safety, and Owner's Project Representative concurrence is impractical, the Contractor shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Contractor shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Contractor, who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a business system to promote timely response. The Contractor shall inform the Architect/Engineer which shop drawings or requests for clarification have the greatest urgency, so as to enable the Architect/Engineer to prioritize requests coming from the Contractor. The Contractor shall advise the Owner and Architect/Engineer when timely response is not occurring on any of the above.

CC. Job Requirements.

- (1) The Contractor shall provide each of the following as a part of its services hereunder:
  - (a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;
  - (b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;
  - (c) Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline;
  - (d) Provide labor relations management and equal opportunity employment for a harmonious, productive Project;

- (e) Provide and administer a safety program for the Project and monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with best acceptable practice;
- (f) Provide a quality control program as provided under Section 2.4.C above;
- (g) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces;
- (h) Provide for travel to and from its home office to the Project Site and to those other places within Pinellas County as required by the Project;
- (i) Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required and in the presence of the required personnel and provide adequate records of same to the Architect/Engineer;
- (j) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Agreement, Owner/Architect/Engineer's clarifications and interpretations of the Contract Documents, progress reports, as-built drawings, and other project related documents;
- (k) Keep a diary or logbook, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;
- (l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;
- (m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions;
- (n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;

- (o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and
  - (p) Cooperate with Owner in the administration of grants.
- (2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:
- (a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and
  - (b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

DD. As-Built Drawings. The Contractor shall continuously review as-built drawings and mark up progress prints to provide as much accuracy as possible. Prior to, and as a requirement for authorizing final payment to the Contractor due hereunder, the Contractor shall provide to the Owner an original set of marked-up, as-built Project Plans and Specifications and an electronic format copy of those records showing the location and dimensions of the Project as constructed, which documents shall be certified as being correct by the Contractor and the Architect/Engineer. Final as-built drawings shall be signed and sealed by a registered Florida surveyor.

EE. Progress Reports. The Contractor shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

FF. Contractor's Warranty. The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- (1) Contractor shall use its best efforts and due diligence to ensure that during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the Contract Documents perform all required warranty Work in a timely manner and at the sole cost and expense of such warranty providers. Any such cost or expense not paid by the warranty providers shall be paid by the Contractor, to include any costs and attorney's fees incurred in warranty-related litigation between Contractor and any Subcontractors.
- (2) The Contractor shall secure guarantees and warranties of Subcontractors, equipment suppliers and materialmen, and assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation. The Contractor shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by subcontracts.
- (3) At the Owner's request, the Contractor shall conduct, jointly with the Owner and the Architect/Engineer, no more than two (2) warranty inspections within three (3) years after the Substantial Completion Date.

GG. Apprentices. If Contractor employs apprentices, their performance of Work shall be governed by and comply with the provisions of Chapter 446, Florida Statutes.

HH. Schedule of Values. Unit prices shall be established for this Contract by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the Owner, the Contractor shall support the values with data which will substantiate their correctness.

II. Other Contracts. The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

### ARTICLE III COMPENSATION

**3.1 Compensation.** The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Sum.

A. Adjustments. The Contract Sum may only be changed by Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Sum shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within fifteen (15) days from the

beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. Failure to deliver a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

B. Valuation. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways (at Owner's discretion):

- (1) In the case of Unit Price Work, in accordance with Section 3.1.C, below;
- (2) By mutual acceptance of lump sum; or
- (3) On the basis of the cost of the Work, plus a negotiated Contractor's fee for overhead and profit. Contractor shall submit an itemized cost breakdown together with supporting data.

C. Unit Price Work. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment pursuant to a requested Change Order under the following conditions:

- (1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
- (2) If there is no corresponding adjustment with respect to any other item of Work; and
- (3) If Contractor believes that it has incurred additional expense as a result thereof; or
- (4) If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
- (5) If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

**3.2 Schedule of Compensation.** All payments for services and material under the Contract Documents shall be made in accordance with the following provisions.

A. Periodic Payments for Services. The Contractor shall be entitled to receive payment for Construction Services rendered pursuant to Section 2.4 in periodic payments which shall reflect a fair apportionment of cost and schedule of values of services furnished prior to payment, subject to the provisions of this Section.

B. Payment for Materials and Equipment. In addition to the periodic payments authorized hereunder, payments may be made for material and equipment not



incorporated in the Work but delivered and suitably stored at the Project Site, or another location, subject to prior approval and acceptance by the Owner on each occasion.

C. Credit toward Contract Sum. All payments for Construction Services made hereunder shall be credited toward the payment of the Contract Sum as Contractor's sole compensation for the construction of the Project.

**3.3 Invoice and Payment.** All payments for services and materials under the Contract Documents shall be invoiced and paid in accordance with the following provisions.

A. Invoices. The Contractor shall submit to the Owner periodic invoices for payment, in a form acceptable to the Owner, which shall include a sworn statement certifying that, to the best of the Contractor's knowledge, information and belief, the construction has progressed to the point indicated, the quality and the Work covered by the invoice is in accord with the Project Plans and Specifications, and the Contractor is entitled to payment in the amount requested, along with the cost reports required pursuant to Article II, showing in detail all monies paid out, Project Costs accumulated, or Project Cost incurred during the previous period. This data shall be attached to the invoice.

B. Additional Information: Processing of Invoices. Should an invoiced amount appear to exceed the Work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the Contractor to submit satisfactory evidence to support the invoice. All progress reports and invoices shall be delivered to the attention of the Owner's Project Representative. Invoices not properly prepared (mathematical errors, billing not reflecting actual Work done, no signature, etc.) shall be returned to the Contractor for correction.

C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer approving the payment requested by the Contractor and certifying the amount thereof that has been properly incurred and is then due and payable to the Contractor, and identifying with specificity any amount that has not been properly incurred and that should not be paid.

D. Warrants of Contractor with Respect to Payments. The Contractor warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment covered by a partial payment request which has been acquired by the Contractor or any other person performing Work at the Project Site, or furnishing materials or equipment for the Project, shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.

E. All Compensation Included. Contractor's compensation includes full payment for services set forth in the Contract Documents, including but not limited to overhead, profit, salaries or other compensation of Contractor's officers, partners and/or employees, general operating expenses incurred by Contractor and relating to this Project, including the cost of management, supervision and data processing staff, insurance, job office equipment and supplies, and other similar items.

## ARTICLE IV SUBCONTRACTORS

**4.1 Subcontracts.** At the Owner's request, the Contractor shall provide Owner's Project Representative with copies of all proposed and final subcontracts, including the general and supplementary conditions thereof.

A. Subcontracts Generally. All subcontracts shall: (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to Owner at the election of Owner, upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers' compensation, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract.

(1) A Subcontractor is a person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(2) A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

B. No Damages for Delay. Except when otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

"LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY. The Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim."

Each subcontract shall require that any claims by the Subcontractor for delay must be submitted to the Contractor within the time and in the manner in which the Contractor must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

C. Subcontractual Relations. The Contractor shall require each Subcontractor to assume all the obligations and responsibilities which the Contractor owes the Owner pursuant to the Contract Documents, by the parties to the extent of the Work to be performed by the

Subcontractor. Said obligations shall be made in writing and shall preserve and protect the rights of the Owner and Architect/Engineer, with respect to the Work to be performed by the Subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.

D. Insurance; Acts and Omissions. Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Contractor by the Owner. The Contractor shall be responsible to the Owner for the acts and omissions of its employees, agents, Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

**4.2 Relationship and Responsibilities.** Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in the Contract Documents or in any Contract Document does or shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor. Specifically, the Contractor is not acting as an agent of the Owner with respect to any Subcontractor. The utilization of any Subcontractor shall not relieve Contractor from any liability or responsibility to Owner, or obligate Owner to the payment of any compensation to the Subcontractor or additional compensation to the Contractor.

**4.3 Payments to Subcontractors; Monthly Statements.** The Contractor shall be responsible for paying all Subcontractors from the payments made by the Owner to Contractor pursuant to Article III, subject to the following provisions:

A. Payment. The Contractor shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by Contractor, the Contractor shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.

B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer or other person designated by the Owner for that purpose, and until both the Architect/Engineer and the Contractor have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

**4.4 Responsibility for Subcontractors.** As provided in Section 2.4.BB, Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, suppliers

and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

**4.5 Contingent Assignment of Subcontracts.** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

- (1) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article XIV and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- (2) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE V CHANGES IN WORK

**5.1 General.** Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article V and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the Owner, Contractor and Architect/Engineer; a Work Directive Change requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

**5.2 Minor Changes in the Work.** The Owner or Architect/Engineer shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change will be effected by written order signed by the Architect/Engineer and shall be binding on the Owner and Contractor. The Contractor shall abide by and perform such minor changes. Such changes shall be effected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the Construction Team, and displayed monthly in the Progress Reports. Because such changes shall not affect the Contract Sum to be paid to the Contractor, they shall not require a Change Order pursuant to Section 5.6.

**5.3 Emergencies.** In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Section 5.6. However, whenever practicable, the Contractor shall obtain verbal concurrence of the Owner's Project Representative and Architect/Engineer where the act will or may affect the Contract Sum or Contract Time.

**5.4 Concealed Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect/Engineer's determination or recommendation, that party may proceed as provided in Article VIII.

**5.5 Hazardous Materials.** In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid, and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

**5.6 Change Orders; Adjustments to Contract Sum.**

A. Change Orders Generally. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:

- (1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; or

- (2) By unit prices stated in the Agreement or subsequently agreed upon; or
- (3) By any other method mutually agreeable to Owner and Contractor.

If Owner and Contractor are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Contractor, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Contractor shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

**5.7 Unit Prices.** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices and Contract Sum shall be equitably adjusted.

**5.8 Owner-Initiated Changes.** Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

**5.9 Unauthorized Work.** Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

**5.10 Defective Work.** Owner and Contractor shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work, without adjustment to the Contract Sum.

**5.11 Estimates for Changes.** At any time Architect/Engineer may request a quotation from Contractor for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have twenty-

one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Architect/Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

**5.12 Form of Proposed Changes.** The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Owner. Standard Owner forms shall be utilized.

**5.13 Changes to Contract Time.** The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

## ARTICLE VI ROLE OF ARCHITECT/ENGINEER

### 6.1 General.

A. Retaining. The Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. That person or entity is identified as the Architect/Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

B. Duties. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.

C. Termination. If the employment of the Architect/Engineer is terminated, the Owner shall employ a successor Architect/Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

**6.2 Administration.** The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during



construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

A. Site Visits. The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

B. Reporting. On the basis of the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**6.3 Interpretation of Project Plans and Specifications.** The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Contractor or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

**6.4 Rejection of Non-Conforming Work.** Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

**6.5 Correction of Work.** The Contractor shall promptly correct all Work rejected by the Architect/Engineer for being defective or as failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby.

**6.6 Timely Performance of Architect/Engineer.** The Contractor shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The Contractor shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and Contractor. In the event that Architect/Engineer claims that Contractor's expectations for a response are



unreasonable, Owner shall require Architect/Engineer to communicate such claim to Contractor in writing together with the specific time necessary to respond and the date upon which such response will be made. In the event that Contractor believes that Architect/Engineer is not providing timely services or responses, Contractor shall notify Owner of same in writing not less than two (2) weeks before Contractor believes performance or response time from Architect/Engineer is required without risk of delaying the Project.

## ARTICLE VII OWNER'S RIGHTS AND RESPONSIBILITIES

**7.1 Project Site; Title.** The Owner shall provide the lands upon which the Work under the Contract Documents is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same. The Owner hereby represents to the Contractor that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during the course of construction.

**7.2 Project Plans and Specifications; Architect/Engineer.** The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications, and other documents setting forth in detail the requirements for the construction of the Project. All of such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Contractor shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Contractor will be furnished a reproducible set of all drawings and specifications reasonably necessary for the performance of Contractor's services hereunder and otherwise ready for printing. The Contractor shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

**7.3 Surveys; Soil Tests and Other Project Site Information.** Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Contractor to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Contractor. Contractor shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Contractor, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its possession or control. Upon receipt of all surveys, soils tests, and other Project Site information,

Contractor shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Contractor shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions. Owner shall not be responsible for any delay or damages to the Contractor for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Contractor and corrected by Owner prior to the execution of the Contract Documents.

**7.4 Information; Communication; Coordination.** The Owner's Project Representative shall examine any documents or requests for information submitted by the Contractor and shall advise Contractor of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Contractor's services. Contractor shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Contractor's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Contractor is notified in writing of any such change. Owner and Architect/Engineer may communicate with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project, but only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Contractor. Owner shall furnish the data required of Owner under the Contract Documents promptly.

**7.5 Governmental Body.** The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

**7.6 Pre-Completion Acceptance.** The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

**7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.**

- (1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.

- (2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

**7.8 Owner's Project Representative.** Owner's Project Representative is Owner's Agent, who will act as directed by and under the supervision of the Owner, and who will confer with Owner/Architect/Engineer regarding his actions. The Owner's Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with the Owner/Architect/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

- (1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;
- (2) Serve as Owner/Architect/Engineer's liaison with Contractor, working principally through Contractor's superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;
- (3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;
- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;
- (5) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and
- (6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

- (1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;
- (2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;
- (3) Undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;
- (4) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;
- (5) Advise on or issue directions as to safety precautions and programs in connection with the Work;
- (6) Authorize Owner to occupy the project in whole or in part; or
- (7) Participate in specialized field or laboratory tests.

## ARTICLE VIII RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION

**8.1 Owner to Decide Disputes.** The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

**8.2 Finality.** The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

**8.3 No Damages for Delay.** If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner. Contractor shall be responsible for liquidated damages for delay pursuant to Section 3 of the Agreement.

**8.4 Permitted Claims Procedure.** Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to

casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.
- (2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- (3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.
- (4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.
- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

**8.5 Contract Claims and Disputes.** After completion of the process set forth in Section 8.4 above, any unresolved dispute under this Agreement shall be decided by the Purchasing Official in accordance with the City's Procurement Ordinance and the procedures in the Florida Local Government Prompt Payment Act related to construction services (Florida Statutes § 218.735 through Florida Statutes § 281.76). Unresolved disputes may be subject to an action in circuit court seeking a declaration of rights of the aggrieved party.

**8.6 Claims for Consequential Damages.** The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- (1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- (2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XIV. Nothing contained in this Section 8.6 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

## ARTICLE IX INDEMNITY

### 9.1 Indemnity.

A. Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.1.

B. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**9.2 Duty to Defend.** The Contractor shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. So long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

**ARTICLE X**  
**ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS**

**10.1 Accounting Records.** Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

**10.2 Inspection and Audit.** The Contractor's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract Documents.

**10.3 Access.** The Owner's agent or authorized representative shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Contractor reasonable advance notice of intended inspections, examinations, and/or audits.

**10.4 Ownership of Documents.** Upon completion or termination of the Contract Documents, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Contractor under the Contract Documents shall be delivered to and become the property of the Owner. The Contractor at its own expense may retain copies for its files and internal use.

**ARTICLE XI  
PUBLIC CONTRACT LAWS**

**11.1 Equal Opportunity Employment.**

A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

**11.2 Immigration Reform and Control Act of 1986.** Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

**11.3 No Conflict of Interest.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure the Contract Documents, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract Documents.

A. No Interest in Business Activity. By accepting award of this Contract, the Contractor, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Contractor's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing its services required hereunder.

B. No Appearance of Conflict. The Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Contract Documents. The Contractor has provided the Affidavit of No Conflict, incorporated into the Contract Documents as Exhibit "C", as a material inducement for Owner entering into the Contract Documents. If, in the sole discretion of the Owner, a conflict of interest is deemed to exist or arise during the term of the Contract, the City may cancel this Agreement, effective upon the date so stated in a written notice of cancellation, without penalty to the Owner.



**11.4 Truth in Negotiations.** By execution of the Contract Documents, the Contractor certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Contractor.

**11.5 Public Entity Crimes.** The Contractor is directed to the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically § 2(a), and the Owner's requirement that the Contractor comply with it in all respects prior to and during the term of the Agreement.

## ARTICLE XII FORCE MAJEURE, FIRE OR OTHER CASUALTY

### 12.1 Force Majeure.

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed

B. Concurrent Contractor Delays. If a delay is caused for any reason provided in 12.1.A. or as a result of an extension of time provided by Change Order, and during the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.

C. Notice; Mitigation. The party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the Owner, if with respect to the Contractor, or to the Contractor if with respect to the Owner, specifying its actual or anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

**12.2 Casualty; Actions by Owner and Contractor.** During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Contractor shall promptly make proof of loss; and Owner and Contractor shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Contractor shall diligently assess the

damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Contractor, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Contractor covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

- (1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;
- (2) Written agreement executed by the Contractor and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum; and
- (3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

**12.3 Approval of Plans and Specifications.** The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

**12.4 Notice of Loss or Damage.** The Contractor shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Contractor will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Contractor as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Contractor determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

### ARTICLE XIII REPRESENTATIONS, WARRANTIES AND COVENANTS

**13.1 Representations and Warranties of Contractor.** The Contractor represents and warrants to the Owner that each of the following statements is presently true and accurate:

A. The Contractor is a construction company, organized under the laws of the State of Florida, authorized to transact business in the State of Florida, with Marisela Linares as the primary qualifying agent. Contractor has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party and is in good standing in the State of Florida.

B. Each Contract Document to which the Contractor is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Contractor, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Contractor or any partner, officer, or agent of the Contractor which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Contractor.

D. The Contractor has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Contractor, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Contractor.

E. Neither Contractor nor any agent or person employed or retained by Contractor has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Contractor shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Contractor or which are the responsibility of the Contractor to fulfill. The Contractor shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Architect/Engineer, the Contractor, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

H. During the term of the Contract Documents, and the period of time that the obligations of the Contractor under the Contract Documents shall be in effect, the Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Contractor.

I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing. Contractor shall give Architect/Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

L. If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Architect/Engineers, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining the schedule and shall not be entitled to an extension of the Contract Time or the recovery of delay damages due to correcting or removing defective Work.

M. If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

N. If within one (1) year after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective,

Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/ removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

**13.2 Representations of the Owner.** To the extent permitted by law, the Owner represents to the Contractor that each of the following statements is presently true and accurate:

A. The Owner is a validly existing political subdivision of the State of Florida.

B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.

C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.

E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.

F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.

G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.

H. The Owner shall assist and cooperate with the Contractor in accomplishing the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

#### ARTICLE XIV TERMINATION AND SUSPENSION

**14.1 Termination for Cause by Owner.** This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

A. Nonperformance. If the Contractor fails to timely perform any of his obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with his own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The Contract Sum, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Contractor as a result of its breach.

B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving

the Contractor and its surety, if any, fourteen (14) days written notice, and during which period the Contractor fails to cure the violation, terminate the Agreement. In such case, the Contractor shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising as a result of failure of Contractor to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Contractor.

C. Illegality. Owner may terminate the Agreement if Contractor disregards laws or regulations of any public body having jurisdiction.

D. Rights of Owner. The Owner may, after giving Contractor (and the Surety, if there is one) seven (7) days written notice, terminate the services of Contractor for cause; exclude Contractor from the Project site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the Project site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Sum, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

**14.2 Termination without Cause by Owner.** The Owner, through its City Manager or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar days written notice to the Contractor. In the event of such termination for convenience, the Owner shall compensate Contractor for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, subject to the terms and conditions of Section 3.1. The Contractor shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on Work not required to be performed, or consequential damages or costs resulting from such termination.

A. Release of Contractor. As a condition of Owner's termination rights provided for in this subsection, Contractor shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.

B. Waiver of Protest. Contractor hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.



**14.3 Suspension without Cause.** Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefor.

**14.4 Termination Based Upon Abandonment, Casualty or Force Majeure.** If, after the construction commencement date (i) Contractor abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Contractor its compensation earned or accrued to date.

**14.5 Vacation of Project Site; Delivery of Documents.** Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

**14.6 Termination by the Contractor.** If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon fourteen (14) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to act on any Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.



**SUPPLEMENTAL CONDITIONS**

**None**

















**Exhibit B**  
Title(s) of Specifications

See Exhibit A Plans

**Exhibit C**  
**Conflicts Affidavit**

The undersigned corporate officer attests the Contractor:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require Contractor to maintain an adversarial role against the City of Madeira Beach or that will impair or influence the advice, recommendations or quality of work provided to the City; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

For the purpose of participating in the City's Request for Proposal process, and to facilitate the City's compliance with Part II of Chapter 112, Florida Statutes, the undersigned corporate officer further attests:

The persons listed below are corporate officers, directors or agents and are currently officers or employees of the City of Madeira Beach:

The persons listed below are current City of Madeira Beach officers or employees who own an interest of five percent (5%) or more in the company/entity named above:

The above information is true and correct to the best of my knowledge. Signed on this 10, day of April, 2024.

Signature 


Print Name and Title Marisela Linares President

sworn to and subscribed before me this 10 day of April, 2024.

Personally known OR Produced identification X Type of identification produced [REDACTED]

Signature of Notary   
State of Florida

Print, Type or Stamp Commissioned Name of Notary Public:

 YANDRIEL MEJIAS FUENTES  
Notary Public  
State of Florida  
Comm# HH293507  
Expires 7/26/2026

## Exhibit D Contractor's Certificate(s) of Insurance



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/19/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> James Insurance Solutions 2100 5th Ave N  St. Petersburg FL 33713	<b>CONTACT</b> NAME: Izabelle James PHONE: [Redacted] FAX: 727-347-2282 E-MAIL: IZABELLE@JAMESINSURANCESOLUTIONS.COM ADDRESS: [Redacted]														
<b>INSURED</b> ANAC CONTRACTING CORP 4501 N St Vincent St Tampa FL 33614-6669	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Berkshire Hathaway Direct Insurance Company</td> <td>10351</td> </tr> <tr> <td>INSURER B: Progressive</td> <td>24260</td> </tr> <tr> <td>INSURER C: National Liability &amp; Fire Insurance Company</td> <td>20052</td> </tr> <tr> <td>INSURER D: Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Berkshire Hathaway Direct Insurance Company	10351	INSURER B: Progressive	24260	INSURER C: National Liability & Fire Insurance Company	20052	INSURER D: Scottsdale Insurance Company	41297	INSURER E:		INSURER F:	
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**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

TYPE	TYPE OF INSURANCE	ADDITIONAL INFO	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:	Y	N98P994848	4/13/2023	4/13/2024	EACH OCCURRENCE (PERIOD 13 MONTHS) \$ 2,000,000 PREMISES (50 occurrences) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	9741B5005	10/19/2023	10/19/2024	COVERED BODILY INJURY \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ \$
	UMBRELLA LIAB EXCESS LIAB O.C.D. RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) \$ Yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N9WC697555	4/13/2023	4/13/2024	<input checked="" type="checkbox"/> STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Bulldozers Risk	Y	QPS7803756	10/18/2023	10/18/2024	\$144,035

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Services Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

Pasco County Board of County Commissioners  
 7838 State St  
  
 New Port Richey  
 FL 34654-5328

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Izabelle James*

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**Exhibit E**  
**Contractor's Payment and Performance Bond**

**PERFORMANCE AND PAYMENT BOND**  
**PUBLIC CONSTRUCTION BOND**

Bond No. 964235382

By this bond, we Mali Contracting Corp, as Principal, whose principal address and phone number are 4501 North Saint Vincent Street, Tampa, FL 33614 - (813) 377-9997, and The Ohio Casualty Insurance Company, as Surety, whose principal address and phone number are 175 Berkeley Street, Boston, MA 02116 - (617) 357-9500, are bound to City of Madeira Beach, herein called Owner, whose principal address and phone number are 300 Municipal Drive, Madeira Beach, Florida 33708, 727-391-9951, in the sum of \$ 219,684.00, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the Construction Agreement for Stipulated Sum between the City of Madeira Beach (as Owner) and Mali Contracting Corp. (Contract) dated \_\_\_\_\_, 2024, which contract was awarded pursuant to RFP#23-10 for construction of the code enforcement satellite office, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

The project to be performed under the contract is the construction of the code enforcement satellite office located at 300 Municipal Drive, Madeira Beach, Florida

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2) and § 255.05(10)

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON 10, April 2024

Mali Contracting Corp

By: [Signature]  
Marsela Soares

The Ohio Casualty Insurance Company



By: [Signature]  
Christine Morton  
Attorney-in-Fact & FL Licensed Resident Agent  
Inquiries (407) 834-0022

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 8th day of April, 2024 by means of  physical presence or  online notarization and (Attorney-in-Fact) by Christine Morton (name and title of corporate officer) of The Ohio Casualty Insurance Company (name of corporation), a New Hampshire (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

Notary signature [Signature]

Print or stamp name of Notary Jennifer L. Hindley

Notary number: HH 219383

My Commission Expires: 02/10/2026



**Pursuant to Florida Statutes § 255.05(1)(b), the Principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.**



April 08, 2024

City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708


**Re:** *Authority to Date Bonds and Powers of Attorney*  
**Principal:** Mali Contracting Corp  
**Bond No.:** 964235382  
**Project:** RFP 23-10 Code Enforcement / Satellite Office  
Improvements Project

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

Once dated, please send a copy of the *dated* bonds to our office.

Best regards,  
The Ohio Casualty Insurance Company

  
Christine Morton  
Attorney in Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211388-969517

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David Cain, Carson M. Costello, M. G. Francis, Bryce R. Guignard, Amanda Herstine, Jennifer L. Hindley, April L. Lively, Margie L. Morris, Christine Morton, Kelly Phelan, David R. Turcios, Allyson Foss Wing

all of the city of Longwood state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of February, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 16th day of February, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_ day of \_\_\_.



By: Renee C. Llewellyn, Assistant Secretary

**Exhibit F**  
**Standard Forms**

**NO-COLLUSION AFFIDAVIT**

STATE OF Florida

COUNTY OF Hillsborough

Marisela Linares being first duly sworn deposes and says that:

BIDDER is the

(Owner) Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By [Signature]

Subscribed and sworn to before me this 10 day of April, 2024.

Personally known \_\_\_\_\_ OR Produced identification X Type of identification produced Driver License L562546686610

Notary Public (Signature) [Signature]  
My Commission Expires: 07/26/2026

**YANDRIEL MEJIAS FUENTES**  
Notary Public  
State of Florida  
Comm# HH293507  
Expires 7/26/2026





**Application for Payment:** use AIA G702

**Change Order:** use AIA G701

**Certificate of Substantial Completion:** use AIA G704



# Memorandum

**Meeting Details:** April 24, 2024

**Prepared For:** Hon. Mayor Rostek & Board of Commissioners

**Staff Contact:** Andrew Laflin, Finance Director

**Subject:** Proposed FY 2024 Budget Amendment #2

## **Background**

The Charter of the City of Madeira Beach, Article X – *Financial Procedures* allows for amendments to the FY 2024 annual operating budget through the adoption of a Resolution. Resolution No. 2020-20 clarified the guidance from the City’s Charter as it relates to the budget amendment process and established procedures relating to initiation, approval, and processing of requested budget transfers and budget amendments. Article X, Section 10.4 and Section 10.5, of the City’s Charter state that intra-fund transfers and increases to a particular fund are permitted after adoption of the annual operating budget through the adoption of a Resolution. Intra-fund transfers are interpreted to include any needed increases to the overall budget of a department within a fund or a division within a department that is separately reported in the City’s annual adopted budget.

Budget adjustments are needed within the General Fund, Parking Fund, Archibald Fund, Building Fund, Sanitation Fund, and Stormwater Fund. The primary reason for these adjustments is certain costs to be incurred in FY 2024 that were not contemplated during the annual budget preparation process, due to incomplete information available. The purpose of increasing the budgets for each fund and department and account is described in Exhibit A.

## **Fiscal Impact**

Adoption of this Resolution would result in preparing a budgetary entry only and has no direct fiscal impact to the City.

## **Recommendation(s)**

Staff recommends approval of Resolution 2024-03.

## **Attachments**

- Resolution 2024-03
- Exhibit A – FY 2024 Budget Amendment #2 Details

**RESOLUTION 2024-03**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2024 (OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024) BY INCREASING APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND, THE ARCHIBALD PARK FUND, THE BUILDING FUND, THE SANITATION FUND, THE STORMWATER FUND, THE MARINA FUND, AND THE PARKING FUND; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Board of Commissioners of the City of Madeira Beach adopted an annual budget for the Fiscal Year 2024; and

**WHEREAS**, the Board of Commissioners of the City of Madeira Beach desires to adopt an amendment to the Fiscal Year 2024 Budget; and

**WHEREAS**, Section 10.5 of the City Charter of the City of Madeira Beach authorizes the Board of Commissioners to amend the adopted budget by Resolution.

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

**SECTION 1.** The Board of Commissioners authorizes the Budget for Fiscal Year 2024 to hereby be amended to reflect an increase in appropriations for expenditure within the General Fund, Archibald Park Fund, Building Fund, Sanitation Fund, Stormwater Fund, Marina Fund, and Parking Fund, as set forth in Exhibit A.

**SECTION 2.** The Board of Commissioners authorizes Director of Finance/City Treasurer to allocate the budget amendment pursuant to the account level detailed provided as set forth in Exhibit A.

**SECTION 3.** This Resolution shall become effective immediately upon final passage and adoption by the Board of Commissioners.

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

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

**ATTEST:**

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

**Proposed FY 2024 Budget Amendment #2**

### Budget Vs Actual - Revenue Comparison by Fund & Department

Fund Name	Department Name	Original Budget	Amended Budget	Actual Balance	% Used	
Archibald Park Fund	Archibald	5,030,000	5,030,000	288,273	6% *	
Building Fund	Building Services	1,331,500	1,331,500	628,534	47%	
Debt Service Fund	Debt Service	320,000	320,000	6,187	2% **	
Gas Tax Fund	Gas Tax	113,500	113,500	48,375	43%	
General Fund	City Clerk	100	100	-	0%	
	City Manager	-	-	5,946		
	Community Development	127,000	127,000	96,005	76%	
	Fire/Ems	930,167	930,167	471,427	51%	
	John's Pass Village	1,500,000	1,500,000	-	0% ***	
	Non-Departmental	12,944,673	13,243,173	6,907,938	52%	
	Recreation	330,000	330,000	175,354	53%	
	Local Option Sales Tax Fund	Special Projects	746,121	746,121	346,329	46%
	Marina Fund	Marina	1,914,550	1,914,550	855,733	45%
	Parking Fund	Parking Management	450,000	450,000	209,591	47%
Sanitation Fund	Sanitation	2,096,000	2,096,000	840,904	40%	
Stormwater Fund	Stormwater	4,036,900	4,036,900	304,865	8% ****	
Impact Fee Fund	Fire/Ems	6,500	6,500	4,999	77%	
	Public Works Streets	15,500	15,500	40,237	260%	
	Recreation	103,000	103,000	98,985	96%	

\* No revenues yet for Beach Groins Renourishment (\$1.75m appropriation); \$2.5m transfer from General Fund not yet recorded

\*\* \$300k budgeted transfer from General Fund not yet recorded in FY 2024

\*\*\* John's Pass North Shoreline Dredging Project still in progress; \$13k spent in FY '24 and \$68k spent project to date

\*\*\*\* \$1.49m budgeted transfer from General Fund not yet recorded in FY 2023

### Budget Vs Actual - Expense Comparison by Fund & Department

Fund Name	Department Name	Original Budget	Amended Budget	Actual Balance	% Used	
Archibald Park Fund	Archibald	5,656,553	5,690,553	403,154	7%	
Building Fund	Building Services	1,796,245	1,796,245	554,560	31%	
Debt Service Fund	Debt Service	330,000	330,000	-	0%	
Gas Tax Fund	Gas Tax	137,000	137,000	55,178	40%	
General Fund	Board Of Commissioners	81,300	81,300	26,565	33%	
	City Clerk	521,399	521,399	215,931	41%	
	City Manager	947,306	990,806	340,403	34%	
	Community Development	910,157	910,157	306,014	34%	
	Finance	631,896	631,896	278,334	44%	
	Fire/Ems	2,649,028	2,904,028	1,294,015	45%	
	Human Resources	26,000	26,000	23,842	92%	
	Information Technology	220,300	220,300	117,586	53%	
	John's Pass Village	1,953,500	1,953,500	154,383	8%	
	Law Enforcement	1,608,420	1,608,420	931,310	58%	
	Legal Services	209,000	209,000	97,528	47%	
	Non-Departmental	5,058,741	5,058,741	408,894	8%	
	Parks	138,000	138,000	31,945	23%	
	Public Works Administration	1,617,382	1,617,382	290,557	18%	
	Recreation	1,464,050	1,464,050	733,753	50%	
	Local Option Sales Tax Fund	Fire/Ems	125,000	125,000	60,008	48%
		Public Works Administration	1,950,000	1,950,000	417,981	21%
Recreation		705,000	755,000	18,630	2%	
Parking Fund	Marina	1,321,835	1,321,835	368,170	28%	
Parking Fund	Parking Management	4,210,972	4,210,972	510,617	12%	
Sanitation Fund	Sanitation	2,225,973	2,225,973	791,609	36%	
Stormwater Fund	Stormwater	10,781,976	10,781,976	1,736,181	16%	

\* See FY 2024 Proposed Budget Amendment #2

<b>Fund/Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Current Budget Amount</b>	<b>Increase (Decrease)</b>	<b>Revised Budget Amount</b>
General Fund - City Manager	001.1000.531000	Professional Services	68,500	181,500	250,000
<b>Total Budgeted Outflow Increase:</b>				<b>181,500</b>	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	2,143,723	181,500	2,325,223
<b>Total Budgeted Inflow Increase:</b>				<b>181,500</b>	

**Purpose:**

Continued litigation costs relating to construction defects involving fire station and recreation building incurred in FY 2023 and still ongoing in FY 2024 and higher than anticipated

<b>Fund/Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Current Budget Amount</b>	<b>Increase (Decrease)</b>	<b>Revised Budget Amount</b>
General Fund - Human Resources	001.1030.531011	Professional Services	5,000	30,000	35,000
<b>Total Budgeted Outflow Increase:</b>				<b>30,000</b>	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	2,325,223	30,000	2,355,223
<b>Total Budgeted Inflow Increase:</b>				<b>30,000</b>	

**Purpose:**

Payroll processing fees from HR/Payroll service provider was not contemplated when preparing the FY 2024 budget

<b>Fund/Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Current Budget Amount</b>	<b>Increase (Decrease)</b>	<b>Revised Budget Amount</b>
General Fund - Public Works Admin	001.3000.545000	General Insurance	-	50,000	50,000
General Fund - John's Pass Village	001.8000.545000	General Insurance	-	38,000	38,000
Archibald Park Fund - Archibald	110.9910.545000	General Insurance	-	17,000	17,000
Sanitation Fund - Sanitation	402.7000.545000	General Insurance	-	15,000	15,000
Stormwater Fund - Stormwater	404.9200.545000	General Insurance	-	29,000	29,000
<b>Total Budgeted Outflow Increase:</b>				<b>149,000</b>	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	2,355,223	88,000	2,443,223
Archibald Park Fund - Archibald	110.9910.380001	Fund Balance Carryover Used	664,356	17,000	681,356
Sanitation Fund - Sanitation	402.7000.380001	Fund Balance Carryover Used	140,663	15,000	155,663
Stormwater Fund - Stormwater	404.9200.380001	Fund Balance Carryover Used	6,745,076	29,000	6,774,076
<b>Total Budgeted Inflow Increase:</b>				<b>149,000</b>	

**Purpose:**

Property & casualty insurance costs that did not get allocated to certain departments but should have during FY 2024 budget preparation



Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - City Manager	001.1000.522002	FRS - Regular Class	12,946	15,600	28,546
General Fund -Community Development	001.1050.522002	FRS - Regular Class	16,372	8,900	25,272
General Fund - Finance	001.1100.522002	FRS - Regular Class	33,474	119,600	153,074
General Fund - City Clerk	001.1300.522002	FRS - Regular Class	24,653	21,200	45,853
General Fund - Public Works	001.3000.522002	FRS - Regular Class	26,680	117,300	143,980
General Fund - Fire/EMS	001.4000.522002	FRS - Regular Class	-	44,700	44,700
General Fund - Recreation	001.5000.522002	FRS - Regular Class	-	111,080	111,080
Archibald Park Fund - Archibald	110.9910.522002	FRS - Regular Class	8,060	29,400	37,460
Building Fund - Building Services	125.5240.522002	FRS - Regular Class	35,077	27,400	62,477
Parking Fund - Parking Management	407.6500.522002	FRS - Regular Class	-	15,200	15,200
Sanitation Fund - Sanitation	402.7000.522002	FRS - Regular Class	7,309	93,200	100,509
Stormwater Fund - Stormwater	404.9200.522002	FRS - Regular Class	19,356	119,240	138,596
Marina Fund - Marina Services	405.9300.522002	FRS - Regular Class	-	36,970	36,970
<b>Total Budgeted Outflow Increase:</b>				<b>759,790</b>	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	2,443,223	438,380	2,881,603
Archibald Park Fund - Archibald	110.9910.380001	Fund Balance Carryover Used	681,356	29,400	710,756
Building Fund - Building Services	125.5240.380001	Fund Balance Carryover Used	464,745	27,400	492,145
Parking Fund - Parking Management	407.6500.380001	Fund Balance Carryover Used	326,889	15,200	342,089
Sanitation Fund - Sanitation	402.7000.380001	Fund Balance Carryover Used	140,663	93,200	233,863
Stormwater Fund - Stormwater	404.9200.380001	Fund Balance Carryover Used	6,745,076	119,240	6,864,316
Marina Fund - Marina Services	404.9200.599003	Fund Balance Carryover Available	6,745,076	(36,970)	6,708,106
<b>Total Budgeted Inflow Increase:</b>				<b>759,790</b>	

**Purpose:**

Estimated contribution, net of liquidated proceeds from International City/County Management Association (ICMA) Plan to the Florida Retirement System (FRS) for existing employees converting to FRS defined benefit plan from ICMA defined contribution plan.

**2024 BOARD OF COMMISSIONERS MEETING SCHEDULE**  
**Patricia Shontz Commission Chambers – City Hall, 300 Municipal Drive, Madeira Beach, FL**  
**“All meetings & Events listed are in the Commission Chambers.”**  
**“Meetings, dates & times are subject to change.”**

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TIME</u>
Wednesday, May 8, 2024	BOC Regular Meeting	6:00 p.m.
Tuesday, May 14, 2024	Cybersecurity Training	8:30 a.m. – 12:30 p.m.
Wednesday, May 22, 2024	BOC Budget Workshop Meeting	4:00 p.m.
Wednesday, May 22, 2024	BOC Regular Workshop Meeting	6:00 p.m.
<b>Monday, May 27, 2024</b>	<b>MEMORIAL DAY – City Holiday</b>	
Wednesday, June 12, 2024	BOC Regular Meeting	6:00 p.m.
Thursday, June 13, 2024	Parliamentary Training <i>(Mark Moriarty, Assistant City Attorney, City of Cape Coral)</i>	1:00 p.m. – 2:00 p.m.
Wednesday, June 26, 2024	BOC Budget Workshop Meeting	4:00 p.m.
Wednesday, June 26, 2024	BOC Regular Workshop Meeting	6:00 p.m.
<b>Thursday, July 4, 2024</b>	<b>INDEPENDENCE DAY – City Holiday</b>	
Wednesday, July 10, 2024	BOC Regular Meeting	6:00 p.m.
Wednesday, July 17, 2024	State-Mandated Continuing Education in Ethics Live Webinar 10:00 a.m. – 3:30 p.m. <i>(Commission Chambers or Register Individually)</i>	
Wednesday, July 24, 2024	BOC Budget Workshop Meeting	4:00 p.m.
Wednesday, July 24, 2024	BOC Regular Workshop Meeting	6:00 p.m.
Wednesday, August 14, 2024	BOC Regular Meeting	6:00 p.m.
Wednesday, August 28, 2024	BOC Budget Workshop Meeting	4:00 p.m.
Wednesday, August 28, 2024	BOC Regular Workshop Meeting	6:00 p.m.
<b>Monday, September 2, 2024</b>	<b>LABOR DAY – City Holiday</b>	
Wednesday, September 11, 2024	BOC Special Meeting <i>(1<sup>st</sup> Reading &amp; PH – Approve FY 2025 Tentative Millage Rate Ordinance &amp; FY 2025 Tentative Budget Ordinance)</i>	5:45 p.m.
Wednesday, September 11, 2024	BOC Regular Meeting	6:00 p.m.
September ?, 2024	BOC Special Meeting <i>(2<sup>nd</sup> Reading &amp; PH – Adopt FY 2025 Millage Rate Ordinance &amp; FY 2025 Budget Ordinance)</i>	<b>TBD</b>
Wednesday, September 25, 2024	BOC Regular Workshop Meeting	6:00 p.m.

Wednesday, October 9, 2024  
Wednesday, October 23, 2024

BOC Regular Meeting  
BOC Regular Workshop Meeting

6:00 p.m.  
6:00 p.m.

Monday, November 11, 2024

VETERANS DAY OBSERVED – City Holiday

Wednesday, November 13, 2024  
Wednesday, November 13, 2024

BOC Regular Meeting  
BOC Regular Workshop Meeting  
*(date & time changed due to Thanksgiving Holidays)*

2:00 p.m.  
4:00 p.m.

Thursday, November 28, 2024  
Friday, November 29, 2024

THANKSGIVING DAY – City Holiday  
DAY AFTER THANKSGIVING DAY – City Holiday

Candidate Qualifying Period

NOON, Monday, December 2, 2024 through NOON, Friday, December 13, 2024, *excluding weekends.*  
*(Commissioner District 3 and Commissioner District 4) - March 11, 2025 – Municipal Election –*  
*BALLOT LANGUAGE DUE December 31, 2024)*

Wednesday, December 11, 2024  
Wednesday, December 11, 2024

BOC Regular Meeting  
BOC Regular Workshop Meeting  
*(date changed due to Christmas and New Year’s holidays)*

2:00 p.m.  
4:00 p.m.

Tuesday, December 24, 2024  
Wednesday, December 25, 2024

CHRISTMAS EVE – City Holiday  
CHRISTMAS DAY – City Holiday

Tuesday, December 31, 2024  
Wednesday, January 1, 2025

NEW YEAR’S EVE - City Holiday  
NEW YEAR’S DAY – City Holiday

**CITY CLERK'S REPORT  
MAY 2024**

**BOARD OF COMMISSIONERS (BOC) MEETINGS**

Commission Chambers, 300 Municipal Drive, Madeira Beach, FL 33708

Regularly scheduled meetings are held (Dates and Times subject to change):

Regular Meeting	2 <sup>nd</sup> Wednesday @ 6 p.m.
Budget Workshop Meeting	4 <sup>th</sup> Wednesday @ 4 p.m. (April through August)
Regular Workshop Meeting	4 <sup>th</sup> Wednesday @ 6 p.m.

Meeting dates and times are subject to change.

**ATTACHMENTS:**

- **2024 BOARD OF COMMISSIONERS MEETINGS SUMMARY** – Summary through January - April 2024
- **OPEN DISCUSSION ITEMS** – List provided by Vice Mayor Kerr on January 12, 2024. The City Manager added these items to his list of pending items for future workshop discussions. Update provided.
- **BOARD MEMBER VACANCY ANNOUNCEMENT** – Civil Service Commission Vacancy Advertisement
- **FLORIDA COMMISSION ON ETHICS – ELECTRONIC FINANCIAL DISCLOSURE MANAGEMENT SYSTEM**  
<https://disclosure.floridaethics.gov/Account/Login>

**2024 BOARD OF COMMISSIONERS MEETINGS - ACTION SUMMARY  
(January 2024 – April 2024)**

**BOARD OF COMMISSIONERS ATTENDANCE**

- January 10, 2024, BOC Regular Meeting – All present
- January 24, 2024, BOC Regular Workshop – All present
- February 14, 2024, BOC Regular Meeting – All present
- February 28, 2024, BOC Special Meeting - All present
- February 28, 2024, BOC Regular Workshop - All present
- March 13, 2024, BOC Regular Meeting – All present
- March 27, 2024, BOC Special Meeting – Mayor absent
- March 27, 2024, BOC Regular Workshop – Mayor absent
- April 10, 2024, BOC Regular Meeting – All present
- April 24, 2024, BOC Budget Workshop – Vice Mayor Brooks and Commissioner Tagliarini absent
- April 24, 2024, BOC Regular Workshop – Vice Mayor Brooks absent

**PRESENTATIONS**

January 10, 2024, BOC Regular Meeting

- Gulf Beaches Public Library Board Update & Upcoming Special Events – Helen Price, Library Board Trustee

January 24, 2024, BOC Regular Workshop Meeting

- Introduction of New Hires in the Fire Department
- Fire Crew of the Year, 2024
- Fire Inspector Reclassification to Fire Marshal
- Fire Lieutenant Promotion
- Brian Lowack, President/CEO, Visit St. Pete/Clearwater

February 14, 2024, BOC Regular Meeting

- Gulf Beaches Rotary Contribution – Presented by members of the Gulf Beaches Rotary Club

March 13, 2024, BOC Regular Meeting

- TI/MB Chamber of Commerce 2023 Community Partner of the Year

April 10, 2024, BOC Regular Meeting

- FY 2023 Annual Comprehensive Financial Report (ACFR) – Zach Chalifour, Partner with James & Co., P. L.

**PROCLAMATIONS**

January 10, 2024, BOC Regular Meeting

- Certified Registered Nurse Anesthetist Week; January 21-27-2024

## BOARD OF COMMISSIONERS MEETING MINUTES

### January 10, 2024, BOC Regular Meeting

- 2023-12-13, BOC Regular Meeting Minutes – Approved 5-0

### February 14, 2024, BOC Regular Meeting

- 2024-01-10, BOC Regular Meeting Minutes – Approved 5-0
- 2024-01-24, BOC Regular Workshop Meeting Minutes – Approved 5-0

### March 13, 2024, BOC Regular Meeting

- 2024-02-14, BOC Regular Meeting Minutes – Approved 5-0
- 2024-02-28, BOC Special Meeting Minutes – Approved 5-0
- 2024-02-28, BOC Regular Workshop Meeting Minutes – Approved 5-0

### April 10, 2024, BOC Regular Meeting

- 2024-03-13, BOC Regular Meeting Minutes – Approved 5-0
- 2024-03-27, BOC Special Meeting Minutes – Approved 5-0
- 2024-03-27, BOC Regular Workshop Meeting Minutes – Approved 5-0

## PUBLIC HEARINGS – ORDINANCES

### January 10, 2024, BOC Regular Meeting

- Ordinance 2023-21, Dune Protection and Beach Debris – 2<sup>nd</sup> Reading and Public Hearing – Approved 5-0
- Ordinance 2023-33, Amendment to Capital Improvement Element of the Comprehensive Plan – 2<sup>nd</sup> Reading & Public Hearing – Approved 5-0
- Ordinance 2024-01, Calling the March 19, 2024 Municipal Election – 1<sup>st</sup> Reading & Public Hearing – Approved 5-0

### February 14, 2024, BOC Regular Meeting

- Ordinance 2024-01, Calling the March 19, 2024 Municipal Election – 2<sup>nd</sup> Reading & Public Hearing – Approved 5-0
- Ordinance 2024-03, An ordinance adopting a code provision regarding parking meter overtime and failure to pay provisions - 1<sup>st</sup> Reading & Public Hearing – Approved 5-0

### March 13, 2024, BOC Regular Meeting

- Ordinance 2023-01, John's Pass Village Activity Center Plan – 2<sup>nd</sup> Reading and Public Hearing – The vote amended Ordinance 2023-01 to lower the bonus maximum in the Commercial Core from 100 to 87 UPA and the John's Pass Resort from 100 to 75 UPA - Approved amendment 4-1 (Mayor against)
- Ordinance 2023-02, Amending FLUM to add John's Pass Village Activity Center – 2<sup>nd</sup> Reading and Public Hearing – Approved 4-1 (Mayor against)
- Ordinance 2024-02, Open Accessory Structures – 1<sup>st</sup> Reading & Public Hearing – postponed 1st Reading and Public Hearing of Ordinance 2024-02 to the April 10, 2024, BOC regular meeting and discuss it at the March 27, 2024, BOC workshop meeting.

- Ordinance 2024-03, An Ordinance adopting a code provision regarding parking meter overtime and failure to pay provisions – 2nd Reading and Public Hearing – *Approved 5-0*

#### April 10, 2024, BOC Regular Meeting

- Ordinance 2024-04, Amendment to Code - Special Magistrate Code – Code Enforcement – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- Ordinance 2024-06, Amendment to Code - Special Magistrate – Compensation – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- Ordinance 2024-05, Amendment to Fees & Collections Procedure Manual – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*

### **PUBLIC HEARINGS – ALCOHOLIC BEVERAGE LICENSE APPLICATIONS**

#### February 14, 2024, BOC Regular Meeting

- (2COP) Alcoholic Beverage License Application# 2024-01 Osaka Japanese and Thai Restaurant of Madeira Beach – *Approved 5-0*

#### April 10, 2024, BOC Regular Meeting

- ABP 2024-02 Dockside Dave’s Restaurant – *Approved 5-0*

### **CONTRACTS/AGREEMENTS**

#### January 10, 2024, BOC Regular Meeting

- FY’24 Capital Garbage Truck Lease Approval – *Approved 4-1 (Vice Mayor Kerr against)*
- RFP# 2023-09, Patriot Park Dock Replacement Bid Acceptance and Approval – *Approved 5-0*

#### February 14, 2024, BOC Regular Meeting

- Field Internship Agreement with SPC – *Approved 5-0*
- RFP 2023-11, Digital Information Sign Purchase – *Approved 5-0*
- Purchase 2023 Chevy Silverado 5500 Regular Cab 2WD – *Approved 5-0*
- Fireworks Agreement – *Approved 5-0*

#### March 13, 2024, BOC Regular Meeting

- Code Enforcement/Satellite Office – *Motioned to allow staff to negotiate an agreement with Mali Corp. to construct the code enforcement office space – Approved 5-0*
- Approve Agreement with Network People for Security Focused Information Technology Support and Consulting Services - *Approved 5-0*
- RFQ 23-12, Planning Services to Create and Implement a New City Master Plan – *Motioned to proceed with Kimley-Horn for RFQ 23-12, Planning Services to create and implement a New City Master Plan Approved 5-0*
- ADA Bus Purchase – *Approved 5-0*
- Easement Agreement for Condo A Company, LLC – *Approved 5-0*

#### April 10, 2024, BOC Regular Meeting

- Code Enforcement/Satellite Office – Item moved to the May 8, 2024 BOC Regular Meeting

- RFQ 23-12, Planning Services to Create and Implement a New City Master Plan – *Motioned to approve the Consulting and Design Services Agreement and the Scope of Services with Kimley-Horn for RFQ 23-12 - Approved 5-0*
- ITB 2023-14 Coastal Groin Restoration Approval - *Motioned to approve contract with Speeler Co. to complete the Coastal Groin Restoration Project – Approved 5-0*
- Approval to surplus of #33 (2016 Peterbuilt rear load packer), #37 (2017 Peterbuilt rear load packer), and trade in #23 (2023 Kenworth T880 with a 32 CY rear load packer) and purchase a 2024 truck (Battle Motor with a Pac tech body) – *Approved 5-0*
- Engagement Letter for Magistrate Services with Bart Valdes (current Special Magistrate) for a term of one year – *Approved 5-0*

**RESOLUTIONS**

March 13, 2024, BOC Regular Meeting

- Resolution 2024-01, 2023 Statewide Mutual Aid Agreement – *Approved 5-0*

April 10, 2024, BOC Regular Meeting

- Resolution 2024-02, Board of Commissioners Policy Handbook – *Approved 3-2, excluding rotation of roll call votes (Vice Mayor Brooks and Commissioner Tagliarini against)*

**REPORTS/CORRESPONDENCE – ELECTED OFFICIALS & CHARTER OFFICERS**

January 10, 2024, BOC Regular Meeting

- City Clerk Report – January 2024

February 14, 2024, BOC Regular Meeting

- City Attorney – Updates: Schooner Litigation (Burke versus the City of Madeira Beach); William Gay versus Hendricks, Andrews, Hodges, and Price; and Fire Station Litigation
- City Clerk’s Report – February 2024
- City Manager’s Report – December 2023 and January 2024

March 13, 2024, BOC Regular Meeting

- City Clerk’s Report – March 2024
- City Manager’s Report – February 2024

April 10, 2024, BOC Regular Meeting

- City Attorney – Reminded the Board that he issued two memos this month. One on the end of the legislative session and the other related to a Supreme Court case about the use of social media
- City Clerk’s Report – April 2024
- City Manager – reminded everyone of upcoming events

**WORKSHOP AGENDA SETTING FOR UPCOMING WORKSHOP**

January 10, 2024, BOC Regular Meeting (January 24, 2024, BOC Regular Workshop)

- Live-boards Boats Anchoring



- Update on Stuart Park Resident Parking
- Update on Fitness Center
- JPV Zoning

February 14, 2024, BOC Regular Meeting (February 28, 2024, BOC Regular Workshop)

- Purchase Kubota Mini Excavator
- City Hall Satellite Office
- RFI 2023-14 Coastal Groin Restoration bid discussion
- JPV Activity Center and Zoning
- TBBCC Check Presentation
- Master Plan
- Roles and Responsibilities as Commission Members

March 13, 2024, BOC Regular Meeting (March 27, 2024, BOC Regular Workshop)

- JPV Zoning
- CRS and LMS
- Master Plan
- Board of Commissioners Policy Handbook – Review for changes
- RFP 2024-02 City Facility Cleaning Services bid discussion
- RFP 2023-14 Coastal Groin Restoration bid discussion
- Residential Parking discussion
- Ordinance 2024-02, Open Accessory Structures
- Ordinance 2024-04, Special Magistrate Provisions Relating to Code Enforcement
- Ordinance 2024-06, Special Magistrate Provisions Relating to Variances and Special Exceptions
- Special Magistrate Agreement Approval
- Ordinance 2024-05, Amend Fees and Collections Procedure Manual
- Bicentennial Park

April 10, 2024, BOC Regular Meeting (April 24, 2024, BOC Regular Workshop)

- Ordinance 2024-02 Accessory Structures
- Bicentennial Park Usage
- Residential Parking
- Beach Chairs/Umbrellas on Sand in front of Caddy's Restaurant
- Redington Beaches EMS Station Funding Agreement
- Updates to Fence Code G. John's Pass Village Zoning
- Additional Homestead Rights
- City Marina Development

**BOC WORKSHOP MEETINGS**

January 24, 2024, BOC Regular Workshop Meeting

- Boats, Live-aboards and Anchoring
- FEMA/City Participation in Mitigation Restoration/Flooding Prevention Programs - Consensus to move forward.

- Board of Commissioners to schedule a Special Meeting in March following the March 19, 2024 Municipal Election and Certification of Election Results: Reporting the Election Results of the Charter Amendment and Induction into Office - Ray Kerr and David Tagliarini to serve a new two-year term as District Commissioner – *The Special Meeting was scheduled for 5:30 p.m., Wednesday, March 27, 2024.*
- John's Pass Village Activity Center Zoning - *The Board asked the presenters to identify and include the structures with high densities in John's Pass Village in their next presentation.*
- RFP 2023-11 Digital Information Sign – *Consensus to move forward*
- Kitty Stuart Park Parking Lot Overview: Financial Status, Increased Utilization, and User Engagement – *Consensus to continue with the trial*
- Refuse Collection Contracted Service Analysis – *Consensus not to outsource the garbage collection at this time*
- Fitness Center - *Consensus to bring back the yearly cost to continue with the open registration.*
- City Sponsored Fireworks - *Consensus to bring a contract with proposed dates back to the next regular meeting for approval*

#### February 28, 2024, BOC Regular Workshop

- BOC Roles & Responsibilities
- Code Enforcement/Satellite Office - *Consensus to move forward with the project*
- City of Madeira Beach Master Plan – Presented by Kimley-Horn
- John's Pass Village Activity Center Plan and Zoning
- Statewide Mutual Aid Agreement – 2023
- Redington Emergency Services Building Update
- ADA Bus Purchase
- City Attorney Trask gave an update on William Gay versus Hendricks, Andrews, Hodges, and Price

#### March 27, 2024, BOC Regular Workshop

- Board of Commissioners Policy Handbook – Review for Changes
- Engagement Letter to Serve as Special Magistrate for the City of Madeira Beach - *Consensus to move forward*
- Ordinance 2024-04, Special Magistrate – Code Enforcement – *Consensus to move forward*
- Ordinance 2024-06, Special Magistrate – Approval Process for Compensation Rate - *Consensus to move forward*
- Kimley-Horn Madeira Beach Master Plan Scope of Services Draft – *Consensus to move forward.*
- Local Mitigation Strategy (LMS) and Community Rating System (CRS) Update
- Ordinance 2024-02, Open Accessory Structures – *Postponed to next workshop meeting*
- John's Pass Village Activity Zoning Workshops
- Ordinance 2024-05, Fees & Collection Procedures Manual FY 2024 Proposed Update – *Consensus to move forward to regular meeting for a vote*
- Approval to Surplus & Purchase a Truck – *Consensus to proceed with the trade-in and purchase*
- ITB 2023-14 Coastal Groin Restoration Approval - *Consensus to move forward with Speeler Co. for the groin restoration project*

#### April 10, 2024, BOC Regular Workshop

- City Marina – Future Usage – *Discussed ways to improve the City Marina*
- Homestead Exemption, Property Tax Changes – *Consensus for Commissioner Kerr to begin drafting a letter to be sent to Senator DiCeglie, Representative Cheney, and Lobbyist RJ Myers*
- RFP 2024-01 HR, Classification, Compensation Plans Study - *Consensus for the City Manager to negotiate an agreement with the Gehring Group.*
- Redington EMS Station Funding Agreement - *Consensus of the Board was to move forward with the agreement*
- John's Pass Village Activity Center Zoning Workshop - *Consensus to schedule a Special Meeting for a walking tour of John's Pass Village*
- Ordinance 2024-02, Open Accessory Structures - *Consensus to make the maximum height in residential areas 14 feet and 20 feet for commercial properties. Planning staff directed to look at the noise ordinance and bring it back at a future workshop.*
- Potential Fence Code Amendments - *Staff proposed adding a non-conforming section to the Code. All fences would have to meet the current Fence Code, there would be no non-conforming allowances.*
- Parking – Residential - *Consensus to add the measurements the Parking Department was using. The revision would be brought back for First Reading at a future meeting.*
- Trash Collection – Residential – *Discussed how the level of service decreased. Director Wepfer said if they outsourced sanitation, she would not be able to use her staff in a different department unless positions were created. She is almost fully staffed with one vacancy.*

## BOC SPECIAL MEETINGS

### February 28, 2024, BOC Special Meeting (for a shade meeting)

- City of Madeira Beach vs. Wannemacher Jensen Architects, Inc. and Hennessy Construction Services Corp., Case #23-7114-CI, Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

## BOC BUDGET WORKSHOPS

- April 10, 2024, BOC Budget Workshop #1

## MUNICIPAL ELECTION ITEMS

### March 27, 2024, BOC Special Meeting

- March 19, 2024 Municipal Election – Reported the Unofficial Election Results – City of Madeira Beach to change the Candidate Qualifying Period to the first full week in December instead of the first two full weeks in December – **Failed 429/236 Votes**
- Induction Into Office – Newly Elected Members of the Board of Commissioners – David Tagliarini, District Commissioner 1 and Ray Kerr, District Commissioner 2

### April 10, 2024, BOC Regular Meeting

- March 19, 2024 Municipal Election – Reported the Certified Final Election Results – City of Madeira Beach to change the Candidate Qualifying Period to the first full week in December instead of the first two full weeks in December – **Failed 429/236 Votes**
- Vice Mayor – Commissioner Brooks appointed to serve as the Vice Mayor for a one-year term.

## **LETTER OF SUPPORT ITEMS**

### February 14, 2024, BOC Regular Meeting

- Tampa Bay Coastal Master Plan Letter of Support from the City of Madeira Beach Mayor, James “Jim” Rostek – *Approved 5-0*

## **ITEMS NOT LISTED ON MEETING AGENDA**

### April 10, 2024, BOC Regular Meeting

- The Board consented to Commissioner Kerr meeting with RJ Myers of Shumaker Advisors (Lobbyist) to get his feedback on advocating for additional Homestead rights. The topic would be put on the next workshop agenda.

**OPEN DISCUSSION ITEMS**  
**Submitted by Vice-Mayor/Commissioner Kerr, 1/12/2024**

1. Comprehensive Plan 20-Year Update
2. 95th Street property
  - Property was sold to others
  - Was this due to the time it took for the City to make an offer?

[F.S. 166.045 – Procedures to follow:](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0166/Sections/0166.045.html)  
[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String=&URL=0100-0199/0166/Sections/0166.045.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0166/Sections/0166.045.html)

<https://codes.findlaw.com/fl/title-xii-municipalities/fl-st-sect-166-045/>
3. Planned Development versus Zoning Guidelines
  - Does a PD override all Zoning Guidelines
  - Setbacks
  - Impervious Surface Ratio
  - Height
  - FAR
  - Intensity & Density
  - PD – Summary mailing to residents prior to approval?
4. Copper phone lines – Removal by Frontier
5. Campaign signs (June 2024, BOC Regular Workshop)
  - Where can they be placed?
  - Does the Building Department have maps showing Right-of-Ways?  
[\(Maps showing Right-of-Ways located on Pinellas County Property Appraisers Website\)](#)
  - If so, should these maps be included with the campaign packets? [\(Provide Link\)](#)
6. Tear Drop Park sprinklers & Improvements
  - Parking / benches / Community Pavilion
7. Residential Impact Fees – Removal
8. Sidewalk width standards
9. Public Trash Containers – [April 24, 2024, BOC Regular Workshop](#)
10. No wake zone update
  - Enforcement
  - Signage

- 11. Compare Maps:**
  - Nonconforming pre-2007 & post-2023 after adopting county-wide future land use.
- 12. Base Flood Elevation (BFE)**
  - Building Height start from 4' above BFE + 4' freeboard?
- 13. PD - mailing to residents prior to approval?**
- 14. City Solar projects**
- 15. Sea wall height / Tampa Bay Regional Planning Council - 5' minimum elevation**
- 16. Marina Development Restrictions – Lobbyist – [April 24, 2024, BOC Regular Workshop](#)**
  - Public Works Building Design Input
- 17. Kimley-Horn: Undergrounding: The Hidden Helper of Disaster Prep. / Grants (presentation by Kevin Schanen with Kimley-Horn)**
- 18. Red Tide / BIG-C / Support Presenter to BIG-C (would have to review BIG-C minutes for details)**
- 19. Parking Garage(s) at both neighborhood centers ([May 22, 2024, BOC Regular Workshop](#))**
- 20. Can Old Salt contribute to candidates since they hold agreements with the City?**
- 21. Kitty Stuart Park landscaping**
- 22. Schooner status**
- 23. Live aboard pump-out logs**
- 24. City dog park improvements**
- 25. Dune protection**
- 26. Crosswalk lighting review**
- 27. Pocket Parks / Updates**
- 28. JPV Proposed Dock**

# CITY OF MADEIRA BEACH PUBLIC NOTICE

## BOARD MEMBER VACANCY ANNOUNCEMENT

The City of Madeira Beach is seeking applications to fill an expired term on the Civil Service Commission. The new term expires on October 30, 2026.

- Civil Service Commission – 5-member board – regular meetings held quarterly. Additional meetings are held for special projects and employee grievance/appeal hearings. Dates and times vary.
- Members must be a City of Madeira Beach citizen and eligible to vote in the City elections.
- Appointments are made consistent with the Charter based on demonstrated experience or interest in the subject matter.

For additional information, please contact City Clerk Clara VanBlargan at 727-391-9951, ext. 231 or 232; [cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov)

Boards, Commissions, and Committees are a valuable part of the local government process. The members are volunteers and provide a great service to the City and to the community. Duties and responsibilities include assisting in reviewing the City's policies and procedures, Code of Ordinances, and the City Charter, and making recommendations to the Board of Commissioners.

Members of the Civil Service Commission serve without compensation but may be reimbursed for training, travel, mileage, and per diem expenses provided by law.

Interested persons must submit an application to the City Clerk no later than Tuesday, June 4, 2024 to be considered for appointment at the 6:00 p.m., Wednesday, June 12, 2024, Board of Commissioners Regular Meeting located in the Commission Chambers, 300 Municipal Drive, Madeira Beach, FL 33708.

Applications may also be obtained at City Hall, downloaded on the City's website at <https://madeirabeachfl.gov/advisory-boards/> or obtained from the City Clerk.

### **Submit completed and signed applications to:**

City Clerk  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708  
[cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov)  
727-391-9951, ext. 231 or 232



# CITY OF MADEIRA BEACH, FLORIDA

300 MUNICIPAL DRIVE, MADEIRA BEACH FL 33708  
CITY CLERK'S OFFICE  
TELEPHONE: 727-391-9951, EXT 231 or 232

## APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

Please indicate your preference of board or commission:

- Civil Service Commission
- Gulf Beaches Public Library Board
- Planning Commission
- Other \_\_\_\_\_

Are you a Madeira Beach Resident?  Yes  No

Are you an elector (qualified voter) of the City of Madeira Beach?  Yes  No

Are you related to a City of Madeira Beach employee or elected official? If yes, please state the name of employee or elected official and relationship:  Yes  No

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

**Relationship:** \_\_\_\_\_

Are you available for:

Daytime meetings	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Evening meetings	<input type="checkbox"/> Yes	<input type="checkbox"/> No

### Why would you like to be considered as a candidate for service on this Board?

\_\_\_\_\_  
\_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_

Present Occupation: \_\_\_\_\_

If retired, what was your last occupation? \_\_\_\_\_

Please list any experience, special education, skills or talents that would be beneficial to the appointment you are seeking: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Educational Background:**

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**Experience:**

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In compliance with Section 760.80, Florida Statutes, the City of Madeira Beach is required to report annually to the Secretary of State the number of minority and non-minority and the number of physically disabled appointments to a board, committee, or commission.

**GENDER**     Male     Female

**PHYSICALLY DISABLED**     Yes     No

**RACE**     African-American

Native-American

Asian-American

Caucasian

Hispanic-American

Should I be appointed to serve on a board or committee, I agree to comply with the State of Florida's Sunshine Laws, Public Record Laws and the Code of Ethics for Public Officers, and will uphold the City's Charter and Code of Ordinances. I understand that I will have to take an Oath of Office should I be appointed to a quasi-judicial board. I understand that if I am appointed to the Planning Commission I will be required to file a Form 1 – Limited Financial Disclosure form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Interested persons must submit an application to the City Clerk to be considered for appointment by the Board of Commissioners. Appointments will be made only when there are vacancies or expiring terms.

Applications may also be obtained at City Hall, downloaded on the City's website at <https://madeirabeachfl.gov/advisory-boards/> or obtained from the City Clerk.

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