BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

Wednesday, November 12, 2025 at 6:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708

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

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

   A. Recognitions: Water Rescue Incident

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. 09-24-2025, BOC Regular Workshop Meeting Minutes

B. 10-01-2025, BOC Regular Meeting Minutes

C. 10-22-2025, 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.

A. 2025 Emergency Medical Services ALS First Responder Agreement Amendment 1

B. Recreation Management Software Agreement - Rec Technologies

C. Amendment to the Interlocal Agreement with Pinellas County for Water Quality Monitoring

D. FY26 Park Street Lease Approval

E. Kimley-Horn Letter of Agreement Impact Fee Ordinance

10. PUBLIC HEARINGS

A. Ordinance 2025-18, Amendment to Fees and Collection Procedures Manual - 2nd Reading & Public Hearing

B. Ordinance 2025-19, C-3 Zoning District Setbacks - 1st Reading and Public Hearing

C. ABP 2025-05 Beach Bar LLC - Special Food Service Establishment (4COP) Alcoholic Beverage License with stated intent to sell beer, wine, and liquor for consumption on the relocated premises of the Saltwater Hippie Beach Bar 15045 Madeira Way, Madeira Beach, Florida, 33708

11. UNFINISHED BUSINESS

A. ITB #25-13 Archibald Snack Shack

B. Resolution 2025-09, Adopting an Updated Madeira Beach Master Plan

C. Board of Commissioners Regular Workshop Meeting Start Time Approval if Changing the Time

D. Human Resources Director Position

E. Communications Manager Position

12. CONTRACTS/AGREEMENTS

A. Approval of a Strategic Planning Proposal

B. Approval of Agreement with a Lobbyist Firm

13. NEW BUSINESS

A. Res2025-11 - FY 2025 Budget Amendment #2

B. Res2025-12 - Reimbursement of Capital Expenditures

C. Res2025-13 - Emergency Bridge Loan

14. AGENDA SETTING (December 10, 2025, BOC Regular Workshop; 4:00 PM)

A. Intent Concerning Nonconforming Structures

15. REPORTS/CORRESPONDENCE

A. Board of Commissioners - Reports/Correspondence

B. Board of Commissioners - 2025 BOC Meeting Schedule (Nov - Dec)

C. Board of Commissioners - 2026 BOC Meetings Schedule (Jan - Dec)

D. Board of Commissioners - 2025 BOC Meetings Report (Jan - Oct) - Informational

E. City Clerk Report

F. City Attorney

G. City Manager

16. RESPOND TO PUBLIC COMMENTS/QUESTIONS

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.

MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Clint Belk, Acting City Manager

FROM: John Mortellite, Acting Fire Chief

DATE: November 12, 2025

RE: Recognition; Water Rescue Incident

Background

On Sunday, October 12, 2025, Marine 25 (M25) and Medic 25 (ME25) were immediately deployed by both water and land/beach access in response to a distress call involving multiple individuals in the water near Johns Pass.

Upon arrival, Marine 25 was directed to an area west of Johns Pass where they located two jet skis and three patients—two of whom were pediatric and in critical condition. M25 successfully rescued all three individuals from the water and transported them to Don's Dock for advanced life support (ALS) care. Patient care was then transferred to Sunstar paramedics, with trauma alerts initiated for both children.

ME25, alongside R24 and SB501, provided ALS assistance during transport to Bayfront Emergency Room—ME25 personnel accompanying the male child patient and R24 with SB501 riding in with the female patient.

MB200 also responded to assist with scene logistics, including vehicle relocation and coordinating personnel pick-up from the hospital to ensure timely return of units to service.

The families of the young patients expressed heartfelt gratitude for the quick, professional, and compassionate response of the on-duty crew. They submitted a written appreciation addressed to Mayor Brooks and the City Commission, emphasizing the difference the crew made during an unimaginable emergency.

Fiscal Impact N/A

Recommendation

To recognize and commend the outstanding actions of the Marine 25 and Medic 25 crews in

response to a recent water emergency west of Johns Pass, during which their swift, coordinated efforts directly contributed to the rescue and emergency care of three individuals, including two critically injured pediatric patients.

Marine 25

Lt. George Hill

DE Erick Ubiles

FF/PM Joey Calderaro

Medic 25

FF/PM Johana Whitfield

FF/PM Kavaris Service

MINUTES

BOARD OF COMMISSIONERS
REGULAR WORKSHOP MEETING
SEPTEMBER 24, 2025
6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 6:00 p.m. on September 24, 2025, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

MEMBERS ABSENT: None.

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

1. CALL TO ORDER

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

2. ROLL CALL

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

3. PUBLIC COMMENT

There were no public comments.

4. BOARD OF COMMISSIONERS

A. Presentation – Shumaker Advisors

Jim Talor of Shumaker Advisors provided a legislative update to the Board. Mr. Taylor explained that the firm currently represents Madeira Beach at the state level and had successfully secured $100,000 for the seawall project in the past legislative session. He noted that in total, Shumaker

Advisors has delivered approximately $4 million in state funding to the City since their representation began, and around $46 million to all their clients in the past year.

Mr. Taylor discussed the upcoming legislative session, noting that leadership remains unchanged, with Senator Hooper serving as chair of the Senate Appropriations Committee and Representatives Chaney and Diceglie as key local advocates. He outlined the timeline for the legislative session, with committee weeks starting October 6, followed by the 60-day legislative sprint beginning January 13.

Mr. Taylor highlighted that Shumaker's services include identifying appropriations opportunities, working with staff and the Board to develop proposals, and regularly updating the City during the session. He mentioned that this year would focus on property tax reform, with lawmakers examining the potential elimination of ad valorem taxes and their impact on local governments.

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

Commissioner Ghovaee asked about Mr. Taylor's connections in Tallahassee, and Mr. Taylor confirmed he has relationships with numerous lawmakers, particularly committee chairs and leadership in both chambers.

Mayor Brooks pointed out that Representative Chaney had been disappointed with how the City managed previous state funding for dredging, particularly the permitting process, which explained the limited appropriation for the current year. The Mayor said she begged Representative Chaney for the $100,000 appropriation. They received the final permit for dredging last week.

B. Flood Insurance Letter

Acting City Manager Belk said Vice Mayor Kerr drafted a letter for the National Flood Insurance Program. The Vice Mayor said he wanted to send it to their federal representatives and share it as a template with other cities throughout Florida.

Vice Mayor Kerr explained that the timing was crucial, as people rebuilding after the hurricanes would face higher property values and, consequently, higher insurance costs.

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

Commissioner Ghovaee stated that they required additional support from the federal government. Commissioner Tagliarini agreed they need to send it to state and federal senators and congress members.

Mayor Brooks suggested that personalized letters would be more effective than form letters, noting that identical copies of letters tend to be disregarded by elected officials. She would bring up the issue at the Big-C meeting to encourage other coastal communities to create their own personalized letters. A good place to start would be to find the right person at the federal level who can make a difference.

C. Purple Heart Ceremony

Commissioner McGeehen said they are still working on the ceremony. They are currently working with the American Legion to find a Purple Heart recipient who is a resident.

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

Commissioner Ghovaee asked Commissioner McGeehen to contact Father Bob, the co-founder of Purple Heart, for guidance.

D. Strategic Planning

Acting City Manager Belk said the City Clerk received a proposal from the Florida Institute of City Government. City Clerk VanBlargan said she and the Mayor met with the representative and explained what they were looking for.

Mayor Brooks said they need a plan for the City. They have spent money on several different project designs that went nowhere. The road projects use the LOST Fund to pay for them, and other projects are proposing the same. The LOST Fund cannot be used for everything. They only receive a certain amount of money each year from the state for the fund. They need to examine the long-term projects they wish to undertake, how they will fund them, and develop a strategic plan for the City's growth. If Public Works could get appropriations, they might not need the LOST Fund for roadway projects. She feels very strongly that strategic planning would be beneficial for them.

Mayor Brooks said they should not waste staff's time and energy by not following through on projects presented to them. When plans are to be submitted to them, they should include details on how they will be funded.

Commissioner Tagliarini believed the strategic plan should be specific, and upon comparing the 2017 and 2018 strategic plans to the Master Plan draft, it was evident that most of the goals had been outlined and addressed through short-term, midterm, and long-term strategies. He requested clarification on the distinction between the Master Plan and strategic planning. Mayor Brooks thought the Master Plan was more of an overview rather than a specific plan. The strategic part of the Master Plan is how and when to implement and move forward with a project.

The Board's consensus was not to wait for a new city manager and directed the Acting City Manager and City Clerk to obtain two additional proposals, including Kimley-Horn, as they are familiar with the City's Master Plan.

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

E. Public Works State Appropriation Request

Acting City Manager Belk said that he had sent a copy of the five-year Capital Improvement Plan to the Board of Commissioners. He believed the state appropriation request should come from the

Public Works Department because that department would be able to benefit the entire City. He would like the Board to rank the projects in the plan that they would like the lobbyist to push for.

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

Commissioner Tagliarini agreed with prioritizing public works projects. The continuation of the seawall project would benefit residents and tourists.

Marina Manager Brian Crabtree gave an update on the Marina Seawall Project.

Mayor Brooks recommended changing the City's lobbyist, suggesting that their previous lobbyist, RJ, who now operates his own firm, would provide better and more personalized service. She said RJ is local and well-known to city staff, and has stronger relationships in Tallahassee that would benefit the City. The acting city manager said that the contract with Shumaker Advisors automatically renews after 12 months and includes a 30-day written termination clause. In the event the client terminates, Shumaker Advisors will be entitled to compensation for the remaining initial term.

Vice Mayor Kerr said he did not think they were maximizing their grant opportunities. He would consider hiring a grant writer rather than an HR person. Directors should not spend time finding grants. Mayor Brooks said they contracted with GrantWorks, and they need someone at the top of the City to manage it. They were paid to try to obtain the FDEP Resilient Florida Grant. The Acting City Manager said he would invite GrantWorks to speak at a meeting.

Commissioner Tagliarini asked if they would prioritize the public works request and the marina request, as they are all infrastructure-related and storm-related. Mayor Brooks said yes.

Commissioner Ghovaee recommended that, if phases of a project are going to take several years, the entire cost of the phases be combined so the consultants would not be encouraged to raise their fees to match what is budgeted. Mayor Brooks said they need to put it in bytes when they ask the state for money, or else the number would be too big.

Mayor Brooks said the deadline to submit their appropriation request to Representative Chaney is November 21. The Community Development Director said that they typically create a critical path method for the entire project and communicate the project milestones to the grant provider. Provided the project milestones were being met, the funding would continue.

F. Rebid Information Technology Contract (Network People/Integris)

Mayor Brooks said when the item was brought up, the City Manager said they could discuss putting it out to bid. They contracted two years ago and would have to buy out the next three years. A $250,000 grant was available from the state when they went to bid, but they did not apply for it. It has been three years, which amounts to $750,000 they missed out on. Subsequently, they entered into a contract for $60,000 that the Board did not approve. She asked the Acting City Manager to find out what they are providing for the additional monthly $5,000. The majority of what they are doing under the additional contract was already included in the original bid package.

Mayor Brooks stated that the city manager at the time signed a contract for $60,000, but he only had the authority to sign contracts for up to $30,000. Is the contract valid? The City Attorney stated that there is a strong argument that the $60,000 contract is invalid. The Vice Mayor asked if they had been paying for something that was part of the bid package. The City Clerk said she would research it.

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

G. Selection of Recruiting Firm – City Manager and other Senior Vacant Positions

Acting City Manager Belk explained that Commissioner Tagliarini and Assistant City Manager Megan Powers interviewed three firms. He asked for direction from the Board.

Ms. Powers explained the item. She and Commissioner Tagliarini recommended S. Renee Narloch & Associates.

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

Commissioner Ghovaee asked about using ICMA for recruitment, but Mayor Brooks explained that previous ICMA listings for other positions had not been successful in generating applications. Commissioner Ghovaee asked about the cost. Ms. Powers said their recommended charges are a $26,500 lump sum plus expenses not to exceed $5,450. The firm will help with a nationwide search. Commissioner Tagliarini said they may need to consider the salary because it is on the low side.

The Board's consensus was to move forward with S. Renee Narloch & Associates.

H. Roles and Responsibilities for City Manager to be advertised

The Acting City Manager explained the item and said they would like to have the job description and be able to vote on it by October 1. Mayor Brooks asked if they would want the recruitment firm's input on writing the job description since they would be contracted with them. She held her thoughts until they have a contract with someone. The Board agreed.

Commissioner Tagliarini pointed out that candidates with connections to Board members should not lobby the Board and should not be considered if they do so.

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

Vice Mayor Kerr said he would like to have a conversation about the city manager's spending authority. Mayor Brooks said she is not as concerned about the $30,000 spending limit as she is about the way the purchasing policy has been used in the past. The purchasing policy could be written better. Having a transparent direction within the City is important for the Commission and the community. It will be a future line item for discussion.

Vice Mayor Kerr suggested adding the grant writing responsibility to the city manager's roles and responsibilities synopsis. Commissioner Tagliarini said they could give that to the recruitment firm as something they are looking for. Mayor Brooks asked everyone to be mindful, read it, and send it out accordingly.

The Board's consensus was to add the grant writing responsibilities, financial accountability, and maintaining required relationships to the roles and responsibilities.

5. CITY MANAGER (ACTING)

A. Restricted Swim Area Discussion

The Acting City Manager stated that there has been considerable discussion regarding what is and what is not allowed in swim zones, as per the ordinance. They should discuss better defining the ordinance.

Mayor Brooks opened to public comment.

There were no public comments made against changing the ordinance to allow the fruit float to operate within the designated swim zone.

Those who commented in favor were as follows:

- Hannah Nygren, Owner of Fruit Float and Fruit Float Café
- Amanda Lee, Fruit Float employee
- Erica Hartman, Madeira Beach resident
- Amelia (?), Madeira Beach resident
- Steve (?), Boca Ciega Drive
- Sedona (?), Fruit Float employee
- Terry Anderson, John's Pass boat captain
- Matthew Staley, 500 129th Avenue

City Attorney Trask clarified that the ordinance only allows surfboards, paddleboards, and sailboats in swim zones; motorized vessels of any kind are prohibited, even if the motor is not running. If Fruit Float has been operating in the swim zones, it has violated the code. They cannot be in there with 2.5-horsepower engines.

Commissioner Tagliarini said he liked the idea, but something would need to be changed to make it work.

Vice Mayor Kerr said they are discussing whether any business should be allowed, and if they open it up, any business could mimic it, regardless of whether they are qualified or not. He expressed concern about safety in the pass with such a small boat. He said there would be no restriction if they navigated just outside the swim zone.

Commissioner McGeehen thought they could change the ordinance, and it was a great idea as long as the engines were not being run inside the swim zones. It should be allowed for businesses in Madeira Beach, and they should be permitted at City Hall, with each one assigned a number.

Commissioner Ghovaee believed they did not have jurisdiction over the state's waters. The City Attorney said there is a Statute that would allow them to do it. It specifically provides them with the ability to create swim zones. That is their legal authority. 327.46 of the code allows for a restricted area. There are exceptions in the code, but the Fruit Float boat does not qualify.

The Board discussed the need to rewrite the code to allow for such operations, potentially. Mayor Brooks noted that other communities, such as St. Pete Beach, have ordinances permitting similar activities and recommended that the Community Development Department study those regulations and bring back recommendations. The Board agreed, but Vice Mayor Kerr also wanted further research on the business side of it, and whether they are allowed to operate on the sandbar.

Director Forbes agreed to research options and bring back a proposal that would maintain safety while allowing for managed commercial activity in swim zones.

The Acting City Manager said the Fruit Float would be considered a food truck, and the City does not regulate food trucks. It goes through the state.

B. Project Update

Acting City Manager Belk provided updates on several key projects:

- John's Pass Dredging - All permits have been received. Once they determine whether a turbidity curtain is required, they will be able to go out to bid. There is $1.55 million in state appropriations for the project, but it is unclear if it will cover the entire cost.

- Jetty Sidewalk - Making the jetty sidewalk ADA-compliant would cost well over $500,000. He suggested looking at other, less costly options. The Board discussed looking for grant opportunities rather than proceeding immediately.

- Snack Shack - The current contract will be terminated on November 1. The City will go out to bid for a new vendor, and the current vendor will be eligible to bid again.

- Swim Buoys - All 36 swim buoys have been installed throughout the beach, replacing the previous poles.

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

The Board discussed concerns that the dredging might exceed the available funding and the high cost of the jetty sidewalk project. Commissioner Tagliarini asked how they would pay for the dredging if it went over the appropriations. Mayor Brooks said they can have the conversation when they get the bids. Aptim is committed to submitting the construction plans, technical

specifications, and documents to the City by October 2, so they can go to bid by October 8 and open the bids on November 21.

Vice Mayor Kerr suggested they turn the jetty sidewalk project over to GrantWorks and Representative Chaney for funding. Mayor Brooks said the Acting City Manager has been working with Al Carrier on the design. They should have a better idea of the cost when he is finished. The Vice Mayor said grant funds might be available for it because of the handicap access. Commissioner Tagliarini thought it should be low on their priority list.

They also reviewed the Snack Shack situation, with City Attorney Trask clarifying that the current vendor had defaulted on their contract by not paying rent and that the 90-day termination notice had been properly issued. Mayor Brooks did not understand why they were allowing the vendor to stay until November 1 without paying rent. The City Attorney said they still owe rent according to the contract. The Mayor asked if they could make them pay the back rent. The City Attorney stated that they have until November 1, and if they argue they have a right to be there, they must pay the back rent to cure the default. Their attorney is arguing that they do not have to pay it because the city manager stated they did not need to. The city manager did not have the authority to make that decision without Commission approval.

C. Legal Advice for Employees moving to Exempt Status

The Acting City Manager explained that, after consulting with labor attorney Rob Eshenfelder, they determined that many of the employees Gearing Group had recommended for exempt status were not eligible for such classification under the Fair Labor Standards Act (FLSA). Out of 12 recommended employees, only three were moved to exempt status:

- Marina Manager
- Parking Supervisor
- Fire Marshal.

He emphasized that incorrectly classifying employees as exempt could result in severe penalties and back pay requirements. He wanted to ensure they got it right, and they would have a year to make any necessary adjustments. The Board agreed with the more cautious approach.

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

Mayor Brooks emphasized the need for an HR professional in the City. There is confusion between exempt status and non-exempt status. The Acting City Manager stated that it is based on the actual job duties, rather than the title of the position. They still do not have the job duties to make the determination. Mayor Brooks said HR duties are divided among multiple people. The Gehring Group did not fulfill the City's expectations because they did not conduct any interviews. The Acting City Manager stated that the Gehring Group responded to an email, indicating that they had made recommendations, and the City is entitled to act as it sees fit. The job descriptions are expected to be complete by the end of the week. Mayor Brooks did not understand how they could write a job description when they did not know the job duties.

D. City Purchasing Property

The Acting City Manager reviewed the item.

The Board discussed potential property purchases for a new public works building and fire training facility. Vice Mayor Kerr presented several options, including the STEM center property, which is already elevated, adjacent properties on Navajo Drive behind the fish store, and a property outside city limits, which was presented to them by former Mayor John Hendricks. The Vice Mayor stated that the STEM center would be his top priority.

Mayor Brooks informed the Board about a signed contract to purchase the Holton property for $18 million, which was contingent on the Board's approval at the next meeting. She emphasized this was a unique opportunity to control the look of the property at the entrance to the City, noting it had appraised well above the purchase price. Potential uses could include building the public works building on part of the land, creating green space, building approved boat slips for revenue, or developing a restaurant. She was in favor of purchasing the property.

The Board expressed strong support for the purchase of the Holton property, viewing it as a significant long-term investment for the City. City Attorney Trask noted that the proposed 15-day closing timeline in the contract would need to be extended due to the necessity of conducting thorough due diligence. A counter proposal came in late today, but he has not read it yet.

The Board's consensus was to move forward with it and vote at the next regular meeting.

6. COMMUNITY DEVELOPMENT

A. Noise Ordinance and Senate Bill 180 Compliance

Long Range Planner Andrew Morris explained the item and how other municipalities were addressing the issue. He discussed the City's noise ordinance and the limitations imposed by Senate Bill 180, which restricts cities from adopting more restrictive land development regulations. Staff proposed two recommendations. One is that the Pinellas County Sheriff's Office and the City Manager's Office should coordinate and provide regular updates about noise code enforcement to the Board. The other option is to coordinate through the Big-C to advocate for Senate Bill 180 to be amended, removing the restrictions on local governments related to amending their development regulations and comprehensive plans.

Community Development Director Marci Forbes explained that while the current noise ordinance prohibits noise audible from more than 50 feet away regardless of time of day, the way it is written is confusing. Commissioner Tagliarini recommended improving the tracking of noise complaints, providing clearer guidance for enforcement, and developing a handout for businesses to clarify the requirements.

The Board discussed enforcement challenges and agreed that the existing ordinance is adequate but needs clearer language and better enforcement. Mayor Brooks said she would be interested in the data on the number and location of noise complaints to understand the scope of the issue better.

Mr. Morris explained that Senate Bill 180 prevents the City from implementing many recommendations in the Madeira Beach Master Plan if they would be more restrictive than current regulations, such as reducing the density of temporary lodging in the Town Center area. The state is rejecting the Comp Plan amendments.

The Board's consensus was to have Director Forbes bring back the results of the data collected.

B. Kimley-Horn Letter of Agreement Impact Fee Ordinance Letter Agreement

Director Forbes explained the item and introduced a representative from Kimley-Horn.

A representative from Kimley-Horn presented a proposal to update the City's impact fee structure. The proposal consisted of two main components, totaling $55,000. One is an hourly task to review the City's mobility fee and its interaction with the County's multimodal fee. They would provide their professional opinion and understanding of their recommendation. They would recommend that the City adopt the County's fee. The second component is a lump sum fee for reviewing the updates to the impact fee study related to the parks and recreation impact fee. Their plan includes community engagement with education and feedback from the community. The goal would be to create a system that city staff could update in the future without hiring outside consultants.

Vice Mayor Kerr said he had asked many times if it could be focused solely on commercial development and was told that it could not. Later, he was told that if planned differently, it would not have had a residential impact. He expressed concerns about how impact fees are applied to residential properties, particularly when homeowners are simply rebuilding or expanding a home. He would like more information on the options available to them.

Mayor Brooks asked if it could be paid for with already collected impact fees. The City Attorney said no, and he did not think it would qualify under the Building Fund.

Mayor Brooks said they need to spend the $5,000 to be right with the County. She asked if they could spend the additional $50,000 and have some assurance that there would be an option to separate the residential and commercial areas. Director Forbes said she would need to find out more information. The Mayor asked if there was a grant to fund it. The representative was unaware of any.

The Board's consensus was to proceed with the $5,000 mobility fee review and to explore whether the larger project could be funded through grants or combined with other initiatives.

7. FINANCE

A. Amendments to Aclarian Consultant & Software Agreements

Mr. Laflin presented two amendments to the existing consultant and software agreements with Aclarian. One was to extend his consultant services as Finance Director for fiscal year 2026 at $98,400 per year, and another was to add a 5% cap on any annual fee increases for the ERP

software subscription to protect the City from unexpected price hikes. Mr. Laflin stated that the agreements are exclusive, and either party could choose to proceed with the ERP software or discontinue the consultant services, provided a 30-day notice is given.

Vice Mayor Kerr inquired about the total cost of the Finance Department, which Mr. Laflin stated was approximately $423,782 in personnel costs, excluding his consulting fee for FY 2025. The Board discussed the value proposition of the consultant arrangement versus hiring a full-time finance director. Mr. Laflin noted that a full-time director would cost between $140,000 and $180,000 in salary and benefits. They could approve the consultant and software agreements and cancel at any time, provided they gave 30 days' notice.

The Board consensus was to include the amendments on the October 1 regular meeting agenda for approval.

8. MARINA

A. John's Pass Village and ROC Park Dock Discussion

Marina Manager Brian Crabtree explained the item. He said it was something for the Board of Commissioners to consider. He presented options for public docks at three locations: John's Pass Village, behind City Hall/Recreation Center, and ROC Park. The presentation included examples from the Keegan Clair Park docks in Indian Rocks Beach, which are free public docks with restrictions, including no overnight stays, no commercial use, and no fishing.

For the John's Pass location, Mr. Crabtree presented designs for a 50-foot floating dock located near the corner, adjacent to Don's Dock, which is ADA compliant, and another 100-foot dock by the bell tower. For the area behind City Hall, he suggested floating docks similar to those at Keegan Clair Park.

Mr. Crabtree explained that grant funding is available for these projects, but cautioned that some grants require certain activities, such as charters, which might not align with the City's desired use. He also noted the potential for transient slips that could generate revenue at $2.10 per foot per night that would require power and water, with stays limited to 15 nights. There is money available in the transient grants for bathrooms and showers.

The Board expressed interest in the concept, with questions about revenue potential, maintenance, and feasibility. Commissioner Tagliarini requested a one-on-one meeting with Mr. Crabtree to gain a better understanding of the options.

Commissioner Ghovaee asked if they have riparian rights in the canal behind City Hall. Mr. Crabtree said they have a state-submerged land lease, but he would look into how far it extends into the canal. At the Marina, there is a portion on which they collect rent. At the beginning of the year, he reports what they make and pays a percentage as a state submerged land lease.

Commissioner Ghovaee asked if they would have pump-outs. Mr. Crabtree said there is a Clean Vessel Act Grant for it. The difficulty with it would be determining where to discharge, as it would directly discharge into the sewer system.

9. RECREATION

A. Mowing and Lawn Maintenance Services – Contract Renewal

Recreation Director Jay Hatch said the three-year agreement with Natural Design Landscaping, LLC, will expire, and there are two one-year extension renewal options. They maintain all city property except the library at a rate of $2,800 per month. Director Hatch recommended renewing the contract for another year at the same rate, noting that the contractor had initially suggested an increase but withdrew the request after being informed that it would require a rebidding process.

Mayor Brooks inquired about the possibility of bringing landscaping services in-house. Director Hatch explained that current staffing levels in the Recreation Department would not support taking on the additional responsibility.

The Board's consensus was to approve the renewal at the next regular meeting.

10. RESPOND TO PUBLIC COMMENTS/QUESTIONS

There were no public comments to respond to.

Mayor Brooks said she would like to add the City Clerk review to the next workshop. They had not conducted a review in a while, and this year's raises are based on performance and a cost-of-living increase. After conversing with the City Attorney, they will workshop on how they want to do that. Then, vote on her performance in the following meeting. The Board consented.

The Acting City Manager reminded everyone he would not be in the office on Thursday and Friday. The City Clerk said she would be off on Friday.

11. ADJOURNMENT

Mayor Brooks adjourned the meeting at 10:09 p.m.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

DRAFT

MINUTES

BOARD OF COMMISSIONERS
REGULAR MEETING
OCTOBER 1, 2025
6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on October 1, 2025, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

MEMBERS ABSENT: None

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

1. CALL TO ORDER

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

2. INVOCATION AND PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

4. APPROVAL OF THE AGENDA

Mayor Brooks requested the addition of a discussion regarding the City's lobbyist to the agenda. Commissioner McGeehan asked if this would be a discussion or a vote, to which Mayor Brooks replied it could be both, but not for hiring a new lobbyist. The Commission agreed to the addition.

Vice Mayor Kerr motioned to approve the Agenda with the addition of the discussion on the lobbyist. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

5. PROCLAMATIONS

Mayor Brooks read a proclamation declaring the week of October 20-26, 2025, as Florida City Government Week.

The proclamation highlighted that the city government is the government closest to citizens, providing services that enhance the quality of life. It emphasized the importance of conveying an understanding of public services and their benefits. The proclamation encouraged citizens to support the celebration and corresponding activities.

6. PRESENTATIONS

A. Check Presentation: Florida Representative Linda Chaney

Representative Linda Chaney presented the City with a check for $100,000 for a stormwater project. She explained that funding had been limited due to concerns about the John's Pass project, which had stalled under previous management. Rep. Chaney noted that she initially was not going to provide any appropriations this year, but changed her mind after Mayor Brooks advocated passionately for the City and committed to overseeing the John's Pass project. Rep. Chaney stated that the Mayor is now managing the consultants on the project, and she feels confident that larger appropriations will be possible in the next legislative session if progress continues. The Commission joined Representative Chaney for a photo with the check.

7. PUBLIC COMMENT

There were no public comments.

8. APPROVAL OF MINUTES

A. 2025-09-10, BOC Special Meeting Minutes
B. 2025-09-10, BOC Regular Meeting Minutes
C. 2025-09-24, BOC Special Meeting Minutes

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

ROLL CALL:

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

The motion carried 5-0.

9. CONSENT AGENDA

A. Amendments to Aclarian Consultant & Software Agreements
B. Mowing and Lawn Maintenance Services – Contract Renewal
C. S. Renee Narloch Recruitment Proposal – Advertising City Manager Position Vacancy & other Senior Position Vacancies

Mayor Brooks read the Consent Agenda Items.

Vice Mayor Kerr requested to pull Item 9A, Amendments to Aclarian Consultant & Software Agreements, for separate discussion.

Commissioner Ghovaee motioned to approve the Consent Agenda Items 9.B. and 9.C. Commissioner Tagliarini seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

9.A. Amendments to Aclarian Consultant & Software Agreements

Vice Mayor Kerr stated he had no issue with approving the amendments, but wanted to discuss whether the City should continue to outsource or bring in a finance director. He did some homework and asked the City Clerk to print the information for him and to share it with everyone at the following workshop. He wanted to discuss the need for an HR director and a finance director and consider combining the two positions by having someone in-house to fill both positions. The

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information provides the feasibility of the finance department handling HR duties in Madeira Beach. He used AI to create bullet points to show whether that is a good idea. The Board can review it when it receives the information.

- He also conducted a search on the estimated residents in the various cities and townships of Pinellas County. According to the 2024 census, Madeira Beach has 4,006 residents. Under that is Indian Rocks Beach with 3,700 residents, and then the Town of Belleair with 4,300 residents. It is within a 10% range.
- The town of Bellair's proposed finance salary budget is $455,000. That budget is higher than Madeira Beach's, but breaking down the salary and wages, it is comparable.
- Indian Rocks Beach has a finance director with a base salary of $123,830, a senior accountant, a finance/HR specialist at $70,000, and a revenue officer, with combined salaries totaling $322,000. The total finance department budget, including the full-time finance director, is $518,000.

Vice Mayor Kerr questioned whether a full-time HR director would be necessary, suggesting that the role might be combined with finance responsibilities. A full-time HR director would have a lot of time on their hands. He would like his research information to be part of the HR director's discussion at the workshop. As for the amendment, he would say to move forward with it. He encouraged everyone to conduct their own research and not just rely on his findings.

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

Commissioner Tagliarini asked the Vice Mayor if, in his research, he had found those two skill sets combined in one person. He wondered how often that happened. Vice Mayor Kerr replied that it does happen, pointing to Indian Rocks Beach, which has a finance/HR specialist, though not the chief finance officer, but at the director level within that department.

Vice Mayor Kerr said they went down that path years ago when residents asked for a full-time finance director, but City Attorney Trask had told them that even though it was voted in, they could still outsource the finance director. But that weighs heavily on him. The reason they decided to do that is because they were told that a full-time finance director would cost between $140,000 and $180,000. According to the Indian Rocks Beach information, it is $123,000 before payroll expenses and retirement. If they have a demand for an HR director, he would at least like to have that discussion and to comply with what the residents asked for when they voted for a full-time finance director. They need to pursue that, review it, and discuss it.

Commissioner McGeehen said they can each do their own due diligence and do some research.

Vice Mayor Kerr said that Pinellas County provided the population data, and he visited Indian Rocks Beach and the Town of Belleair to obtain their finance department's information. He requested that the City Clerk provide the information to the Commission. The City Clerk said she would email the information to them after the meeting tonight.

Mayor Brooks said it would be interesting to read that and do the research. The City of Madeira Beach is more than the number of residents. They have over 3.5 million visitors annually and staff accordingly. Their budget also increases accordingly. She is happy to have the discussion.

Vice Mayor Kerr said he wants to approve the amendments to the Aclarian consultant and software agreements, regardless of the decision made later, so they have something in place until then.

Vice Mayor Kerr moved to approve Agenda Item 9. A. Commissioner Tagliarini seconded the motion. The motion carried 5-0.

ROLL CALL:

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

The motion carried 5-0.

10. PUBLIC HEARINGS

A. Ordinance 2025-17, Amendment to Chapter 14 – Florida Building Code References – 2nd Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-17 by title only:

ORDINANCE 2025-17

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTIONS 14-30, 14-31 AND 14-32 OF ARTICLE II. – TECHNICAL CODES AND STANDARDS OF CHAPTER 14 OF THE CITY OF MADEIRA BEACH CODE OF ORDINANCES TO REMOVE REFERENCES TO OUTDATED TECHNICAL CODES AND STANDARDS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING F OR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Vice Mayor Kerr motioned to approve Ordinance 2025-17, Amendment to Chapter 14 – Florida Building Code References, after second reading and public hearing. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

11. UNFINISHED BUSINESS

A. RFP for Auditing Services – Selection Committee Scoring Results

Finance Director Andrew Laflin presented the scoring results from the Board of Commissioners for the RFP for auditing services. Each commissioner had scored the proposals independently, and the results were compiled in the packet.

The four firms that submitted proposals:

- Baker Tilly
- James Moore & Co
- Mauldin & Jenkins
- MKA

Vice Mayor Kerr noted that, based on the comments and the rating from the Commission, there is overwhelming support for Malden and Jenkins, especially considering the financial aspect of it. They submitted the lowest cost proposal while receiving the highest ratings. They are the least costly with the highest rating.

Commissioners Tagliarini, McGeehan, and Ghovaee, and Mayor Brooks agreed with the results.

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

Vice Mayor Kerr motioned to select Mauldin & Jenkins to provide auditing services for the City. Commissioner Ghovaee seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

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B. Lobbyist Discussion

This item was added to the agenda.

Vice Mayor Kerr said he understood the discussion was to either stay with their current lobbyist or to reach out to RJ to understand his interest and cost. He suggested that if they were considering changes, they should consider other firms such as Capital City Consulting, Gray Robinson, or Corcoran Partners. He would like feedback from different cities in and around Pinellas County that have used them. They could evaluate them based on the number of Pinellas-based clients, legislative wins, or appropriations secured, as well as relationships with key legislators and committees.

Commissioners Tagliarini and McGeehen agreed to open the floor to other companies to participate.

Mayor Brooks said when they met last week, she encouraged everyone to reach out to RJ, and Ms. POwers had provided everyone with his contact information. He has a proven track record for getting money and establishing relationships in Tallahassee. They are in a crucial year to have dollars advocated for them at a grand level. Her input would be to give him a year. They got nothing last year other than what they got today, presented to them by Representative Cheney. If they are going to provide RJ with an opportunity, she would like him to give a presentation at the October 22 workshop. The legislative session for them to submit appropriations starts in November. They do not have months to shop for a new lobbyist firm, but if that were the consensus. They have worked with RJ in the past and he did a great job representing them. She called other people besides Representative Chaney and got recommendations. If meeting with RJ, he would provide his references.

Commissioner Ghovaee asked how they would monitor the lobbyist's work. The Mayor said they should be coming and giving reports on a monthly basis. They should not only have a relationship with the Commission but also with the employees they are lobbying for to receive grants. She is speaking about it based on the opinions of other people in the City because they are preparing to submit.

Commissioner Tagliarini said they do need to get started. They could do it with RJ for a year and then conduct a search during that time or decide later. The Vice Mayor said he likes RJ; he is very personable and nice. They had coffee and discussed a variety of topics, one of which was resilience. But he was told not to go there. The state would not approve any of that. As much as he likes RJ, he is unsure if he has the conviction in some of the things they are looking for, such as resilience. With the Board's approval, he will reach out not only to RJ but also to some of the other firms and see what they say. He could get their fee amount and a list of their legislative wins and appropriations they secured for their clients in Pinellas County, or if they have clients in Pinellas County. They are not doing their full due diligence by not finding out about others.

Vice Mayor Kerr asked the Mayor if she had a summary of what RJ brought to the City. Mayor Brooks highlighted that RJ Myers had a proven track record for the City, securing funding for the following, rounding to the numbers:

- Roadway improvements - $550,000
- Beach groin rehabilitation - $1,750,000
- Undergrounding - $1,000,000
- John's Pass dredging - $1,560,000
- Seawall replacement - $100,000.

Mayor Brooks said she does not know the years, but those are the most recent that RJ did. If that is the desire, they can do presentations, but it is not a bidding process. It falls outside of having to do that. However, they should not vote on anything that makes anyone there uncomfortable. On October 22, they could ask RJ to do a presentation. The Acting City Manager could reach out to others to do a presentation. At that meeting, they could come to a consensus.

Commissioner Tagliarini said he liked that idea. Vice Mayor Kerr said he would forward his list to the Acting City Manager to contact them. There are three things he asked for: the number of client-based clients, wins, and appropriations, as well as their relationship with key state legislators and committees.

Mayor Brooks said they will discuss it on October 22 and vote on November 12. She asked if they wanted to vote today to notify their current lobbyist that they would be leaving their contract with them.

The City Attorney advised against giving notice of termination before they had someone else on Board. Others may not be interested, and the City would have cut its ties and would have no lobbyist.

The Board's consensus was to have RJ present at the October 22 workshop.

12. CONTRACTS/AGREEMENTS

A. Property Purchase – Approval of Contract

Acting City Manager presented a clean, seller-signed copy of the real estate agreement for the property at 555 150th Avenue. In the packet, there are two appraisals, one at $21 million and another at $27.5 million. The agreed-upon price was $18 million, with $50,000 due within five days after the agreement and a closing date of October 22.

Mayor Brooks said there is no public present for comment.

Vice Mayor Kerr expressed support for the purchase, describing it as a once-in-a-lifetime opportunity for the City. He noted that while it was a large investment for a small city, it aligned with his vision for Madeira Beach as a fishing town to have a suitable marina and attraction for

tourism. He had reached out to City Attorney Trask about revenue-generating possibilities for the 4.6-acre property, learning that since it was not in a residential neighborhood, the City could potentially develop short-term or longer-term rental options to generate returns on the investment. How it would be developed is too far down the road to figure out. He would support the purchase.

Commissioner McGeehen agreed, viewing it as a great investment at a price below its appraised value, which would benefit residents and tourists alike.

Commissioner Tagliarini supported the purchase as well, noting it would give the city control over what people see first when coming over the Tom Stewart Causeway.

Commissioner Ghovaee inquired about the financing, environmental concerns, and future business operations.

Mayor Brooks said she had been advocating for this purchase for many months, emphasizing that while the purchase was straightforward, determining the property's future use would require community involvement and strategic planning. They need an area for a public works building and provide recreational green space with boat slips. She has already spoken to their elected officials. There is money available at the federal and state levels to help fund a 50/50 split for boat slips and other things that they can provide. It is prime time for them to purchase a piece of property that can be incorporated into their master plan and be part of their strategic planning over the next few months, ultimately providing the City with something fantastic. The City of St. Pete Beach purchases property for the sole purpose of recreation. Clearwater, Dunedin, and Safety Harbor have done it. The opportunity for them to own a piece of property will take some time to make all the necessary decisions that come along. She cannot think of any other property they can purchase that would have such a significant impact on the residents long-term as this piece of property would. That is the paying and building it out. Once they decide how to develop the boat slip area, the extension of the marina will be revenue-generating.

Commissioner Ghovaee said he was in favor of purchasing the property. He would like to do due diligence and learn of any environmental concerns, etc. Vice Mayor Kerr said that was addressed in the contract. Kimley-Horn had mentioned that they were successful in getting their largest grant for that type of purchase for a city. His concern would be whether they would be eligible for a grant after the purchase. They could contact them, let them know what they plan to do, and see what they can do to help secure a grant for the marina. They will have many workshops on what the plan will look like if they secure the property.

Finance Director Andrew Laflin explained that the City had approximately $40 million in cash and short-term investments, allowing them to pay for the property upfront while preserving the option for future tax-exempt financing through a reimbursement resolution at the next regular meeting in November, and that would preserve the City's ability to engage in a tax-exempt finance at a future date. The City can reimburse itself for the $18 million paid in tax-exempt financing. He does not want to rush that because they have $40 million in the bank and are spending $18 million on the land. They have stormwater improvement projects and are also considering various other projects. What would the development on the property look like, and what would the development

costs be? They could go to a bank RFP and get a bank loan for a tax-exempt financing for all or part of that $18 million, and then worry about the development stuff and what that would cost. Perhaps consider wrapping that in with other projects they plan to undertake over the next two to three years and issue a separate debt for that purpose. He would also like to find out more about the intended purpose of the land itself. If there is to be any P3, a public-private partnership, and business use not under the control of the City, it could affect the tax-exempt nature of the financing. They want tax-exempt financing because it will result in lower debt service costs and a lower interest rate on the debt. Those are all the things they need to consider and talk about. However, the good news is that they do not need to make those decisions in the immediate near term, as they have cash on hand to purchase the property. He wants to work collectively with leadership and the Commission to determine the purchase and development costs for the land and other major items within an encompassing financing plan, which could be a fixed loan or a commercial paper program-type line of credit facility with drawdowns. There are many different options to pursue but he does not have all the answers on that. They can move forward with the purchase without immediately borrowing funds. There are things they need to strategize for the long term that will require borrowing.

Vice Mayor Kerr said that there is a large contingent of people who live on their boats and travel the world. They go from marina to marina to stay. There is a captive audience for that type of revenue. Many revenue-generating options would still preserve it as a marina and adhere to the true spirit of what they want Madeira Beach to be.

Mayor Brooks said their current marina has transient slips. When they received the grant to build those docks, it was a requirement for the funding that they had to have a certain number of slips dedicated to transient slips. They stay full.

Director Forbes said she received a packet from the Acting City Manager. The soils and environmental reports looked good. They identified various minor things. Environmental phase one came back fine. That has been the case since 2018, and the property has remained undeveloped since then.

Commissioner Ghovaee asked about a survey. The Acting City Manager said they have not done the survey.

Commissioner Tagliarini motioned to approve the contract between Madeira Beach Project, LLC, and the City of Madeira Beach for property located at 555 150th Avenue. Vice Mayor Kerr seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

B. Gulf Beaches Public Library Agreement

The Acting City Manager said the item is to approve the Gulf Beaches Public Library Agreement for FY 2026, beginning October 1, 2025. The City's obligation is $99,078.00.

Mayor Brooks said there were no public present to make comments.

Commissioner McGeehen motioned to approve the Gulf Beaches Public Library Agreement for FY 2026 for the amount of $99,078.00. Commissioner Tagliarini seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

13. NEW BUSINESS

A. Final FEMA Payout for Administrative Work (CAT Z) Approval

Acting City Manager Clint Belk explained that the item pertains to the final payout to the City of Madeira Beach from FEMA for administrative work, referred to as CAT Z.

Mayor Brooks said there were no public present to make comments.

Commissioner Tagliarini motioned to approve the CAT Z proposal payout. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

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B. Resolution 2025-10, Madeira Beach Authorized Signers on Bank Account

City Attorney Tom Trask read Resolution 2025-03 by title only:

RESOLUTION 2025-10

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, DESIGNATING AUTHORIZED SIGNERS OF BANKING DOCUMENTS FOR THE CITY OF MADEIRA BEACH; BY REPEALING RESOLUTION 2022-03 AND ANY OTHER RESOLUTION IN CONFLICT HEREWITH; AND BY PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney said the purpose is to take Robin's name off the bank documents and put Acting City Manager Belk's name on it.

Mayor Brooks said there were no public present to make comments.

The following City personnel are authorized to sign checks, drafts, and money orders drawn for the City of Madeira Beach. Each instrument must be co-signed by two (2) of these persons:

- Acting City Manager Clint Belk
- Assistant Finance Director Patrick Cade
- Finance Operations Manager Karen Paulson

Commissioner Tagliarini motioned to approve Resolution 2025-10, Madeira Beach Authorized Signers on Bank Account. Commissioner Ghovaee seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

C. Acting City Manager Pay

The Acting City Manager proposed a salary of $4,500 per month for serving in the role of Acting City Manager. He said he maintains both titles, Fire Chief and Acting City Manager.

The Board agreed to a monthly salary of $4,500.

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Commissioner Tagliarini said if they are going to attract a quality candidate, they need to consider a marketable salary.

Mayor Brooks said at the workshop meeting at the end of the month, they will discuss the position, and she believes the company conducting the search will be in attendance. That will be a perfect time to workshop that position and other positions within the City that they are trying to fill, such as the building official, and see where they lie on that.

The Acting City Manager said that the City of Treasure Island's city manager's pay range is $175,000 to $200,000, while the City of St. Pete Beach's is $140,000, and the City of Gulfport's is $202,000 or $203,000. To be competitive, they would have to approach $200,000.

Mayor Brooks said there were no public comments to make.

Commissioner Tagliarini motioned to approve Acting City Manager Belk's recommendation of $4,500 a month for serving as the acting city manager. Commissioner Ghovaee seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

The City Attorney stated that the pay will be prorated back to the date he assumed the position.

D. Civil Service Commission Appointment

The City Clerk explained that the term of the current member, Jerry Cantrell, expires on October 30, 2025. He applied to serve an additional three-year term, which would expire on October 30, 2028. The recommendation is that the Board of Commissioners appoint Jerry Cantrell to serve on the Civil Service Commission for a new three-year term expiring on October 30, 2028.

Mayor Brooks said there were no public comments to make.

Vice Mayor Kerr motioned to appoint Jerry Cantrell to serve on the Civil Service Commission for a new term expiring on October 30, 2028. Commissioner Tagliarini seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

14. AGENDA SETTING (October 22, 2025, BOC Regular Workshop; 6:00 PM)

A. Amendment to Purchasing Policy
B. Grantworks, Inc. Presentation
C. Recommendation for Amendment to Swim Zone Ordinance)
D. HR Director Position
E. City Clerk Performance Evaluation Procedure

Added Items

Mayor Brooks
- City Manager Description Position
- Aclarian Finance Director Discussion
- RJ Myers and Other lobbyists who can attend

Commissioner Tagliarini
- Noise Discussion and include Deputy Snyder in the discussion – Also have Deputy Snyder available for input on the Swim Zoning discussion

15. REPORTS/CORRESPONDENCE

A. Board of Commissioners – 2025 Meeting Schedule (Oct – Dec) – The Board changed the two December BOC meetings on December 10 from 2:00 p.m. and 4:00 p.m. to 4:00 p.m. and 6:00 p.m.

B. Board of Commissioners – 2026 Meeting Schedule (Jan – Dec) – There were no changes to the meeting schedule.

C. Board of Commissioners – 2025 Meeting Report (Jan – Sept) – The City Clerk said the document is for information purposes.

D. Board of Commissioners – Reports/Correspondence
- Commissioner Tagliarini said two days ago he reached out to the City Managers of the City of Treasure Island and the City of St. Pete Beach to understand their swim zone situation. He has not heard back yet, but will report their response at the next meeting.

Mayor Brooks said she shared the swim zone ordinance for St. Pete Beach with Marci. Marci can share that.

E. City Attorney – The City Attorney stated that he had emailed the Board, informing them that the Snack Shack Concessionaires have threatened litigation against the City. He received a third letter from the attorney recently, in which he made that threat. He had forwarded that letter to the Board. He responded to that letter by email yesterday, setting forth his legal position on the matter. For those who have not yet received their emails, he wanted to bring this to their attention. He had not yet received a response to that email. If the Board has specific questions about his position or their legal standing to call him independently about it. Due to the threat of litigation, he advises the Board to exercise extreme caution when discussing their personal position with the concessionaire. He would prefer that they speak with him.

F. City Clerk's Report (October 2025) – The City Clerk reported that the Candidate Qualifying Period for the March 10, 2026 Municipal Election begins at Noon on Monday, December 1, 2025, and ends at Noon on Friday, December 12, 2025.

- Candidates can pre-file now with the City Clerk by submitting their DS-DE 9, Appointment of Campaign Treasurer and Designation of Campaign Depository, and DS-DE 84, Statement of Candidate, which must be filed within 10 days of filing the DS-DE 9, and they may submit other qualifying documents no sooner than 14 days before the start of the qualifying period. The qualifying fees must be paid during the qualifying period.

G. City Manager (Acting) - No report

16. RESPOND TO PUBLIC COMMENTS/QUESTIONS

There was no response to public comments and questions.

17. ADJOURNMENT

Mayor Brooks adjourned the meeting at 8:28 p.m.

ATTEST: _____
Anne-Marie Brooks, Mayor

_____
Clara VanBlargan, MMC, MSM, City Clerk

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MINUTES

BOARD OF COMMISSIONERS
REGULAR WORKSHOP MEETING
OCTOBER 22, 2025
6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 6:00 p.m. on October 22, 2025, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

MEMBERS ABSENT: None.

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

1. CALL TO ORDER

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

2. ROLL CALL

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

3. PUBLIC COMMENT

Capt. Dylan Hubbard, Hubbard's Marina 170 John's Pass Boardwalk, addressed the Commission regarding the Johns Pass Village Association. He explained that the association was once a strong group of business owners and managers that worked well with the city, but has been defunct recently. Some businesses have been trying to revive the association, with two successful meetings held recently. He proposed working with the City to create a committee to improve communication and cooperation between businesses and city leadership. He requested that this topic be added to the November workshop agenda to allow more businesses to attend and show support. He also expressed support for the town hall meeting to discuss the recently purchased property and improvements to the John's Pass Jetty. He commended the Commission for seeking community input on these matters.

4. PRESENTATIONS

A. Presentations: Lobbyists

The following lobbyists gave presentations on their qualifications, experience, and what their firm could do for the City:

- Alis Drumgo, Capital City
- Todd Josko, Ballard Partners
- Alan Suskey, Shumaker
- R. J. Myers

Christopher Dawson with Gray Robinson did not attend the meeting.

Each responded to questions and comments.

B. Presentation: Grantworks, Inc

Rick Faircloth from Grantworks presented their grant management services. He outlined their experience in helping municipalities secure and manage grant funding, with over $9 billion secured for clients. He explained their approach to grant research, application, and administration, emphasizing their customizable grant management platform.

Commissioners asked questions about potential conflicts of interest when representing multiple municipalities, the accessibility of their staff, and their coordination with lobbyists. Mr. Faircloth assured the Commission that they prioritize small local communities and can work collaboratively with lobbyists and other firms.

C. Presentation: Kimley-Horn Presentation (Strategic Planning and Grant Services Overview)

Joe Crozier from Kimley-Horn presented their grant services capabilities. He highlighted their success in securing over $3.3 billion in grant funding nationwide. He explained the firm’s approach to identifying grant opportunities, developing compelling applications, and managing awarded grants.

Hanna Shaffer from Kimley-Horn outlined their proposed process for developing a strategic plan for Madeira Beach. She emphasized the importance of aligning the strategic plan with the Master Plan and other city documents. The proposed approach includes engagement phases, policy diagnostics, and the development of an integrated list of strategies.

The Commissioners asked questions about the relationship between the Master Plan and the strategic plan, the timeline for implementation, and the potential overlap with other firms' services. The Kimley-Horn team clarified its approach and emphasized its ability to work collaboratively with other firms as needed.

5. BOARD OF COMMISSIONERS

A. Strategic Planning Proposals

The Commission discussed the need for strategic planning and its relationship to the master plan. Mayor Brooks emphasized the importance of having a plan to avoid wasting taxpayer dollars on projects that don't move forward.

The Board's consensus was to workshop the strategic planning proposals further in November.

B. S. Renee Narloch Recruitment Firm to discuss City Manager Recruitment and other Senior Positions

Renee Narloch from Narloch and Associates presented her firm's approach to recruiting for the City Manager and Building Official positions. She outlined her experience in Florida municipal recruitment and explained the process for developing candidate profiles and conducting searches. Ms. Narloch emphasized the importance of aligning candidate qualifications with the city's needs and goals.

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

The Commissioners asked questions about the background check process, the timeline for recruitment, and strategies for ensuring long-term retention of candidates. Ms. Narloch assured the Commission of her firm's thorough vetting process and commitment to finding candidates who would be a good long-term fit for Madeira Beach.

C. Human Resources Director

The Commission discussed the need for a dedicated Human Resources Director. Chief Belk presented information on how other local cities handle the position. Mayor Brooks noted that duties are currently spread across multiple departments. She strongly advocated for a centralized HR position, citing the complexity of HR regulations and the need for specialized expertise.

The Commissioners debated the necessity of the position given the city's size, with some expressing concern about adding staff positions. They all agreed that a dedicated HR professional would benefit the City. Mike Fitzgerald, a representative of Aclarian, said the best practice is to have a fully staffed HR department with at least one director. For internal controls, payroll should be in the finance department.

The Commission agreed to allow staff to move forward with developing a job description and to bring the matter back for a vote at the next regular meeting.

D. Public Information Officer

The Commission discussed the potential creation of a Communications Manager position.

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

Mayor Brooks explained that the need for a Communications Manager became apparent during recent hurricane events when coordinating communication was challenging. The proposed role would centralize all municipal communication efforts, including social media, website management, and public information dissemination.

The Commissioners supported the idea but requested more information on the specific job description and potential salary. Mayor Brooks said she would send the information she received from other municipalities to the Acting City Manager, who will share it with the Board.

The Board's consensus was to review the more detailed information at the next workshop.

E. Aclarian Finance Director

The Commission discussed the current arrangement with Aclarian for finance director services. Vice Mayor Kerr raised concerns about the increasing cost of the contract and questioned whether the City would receive a higher level of service if it hired a full-time finance director. It weighs heavily on him that the residents voted for a finance director. Mr. Fitzgerald explained the firm's role in the City's financial management and their intent to help the City find a finance director.

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

The Commissioners debated the pros and cons of hiring a full-time finance director versus continuing with the contracted services. The Commission requested more information on the specific services provided by Aclarian, as well as the potential costs of hiring a full-time finance director for comparison.

F. Private Parking Lot Signage

Mayor Brooks introduced the issue of private parking lots in the city, particularly around John's Pass Village. She expressed concern that visitors often mistake these lots for city parking and are surprised by high fees. The Mayor proposed requiring clearer signage indicating that these are not city lots and potentially regulating the display of pricing information.

Community Development Director Marci Forbes provided the specific guidelines in the Florida Statutes for current signage requirements in private lots. If they wanted to address what the Mayor proposed, they would have to add to the Code. The City could be proactive and find a way within the Code to sign for the private lots.

Mayor Brooks opened to public comment.

Cristina Pascuzzi, 14072 W Parsley Dr., thanked the Mayor for bringing the issue up. The prices they are charging are unreasonable and unethical.

City Attorney Trask suggested amending the City Code to make a specific Code provision that would require them to follow the State Statute. If they do not comply, it could be taken to the Special Magistrate, and the fine would be much higher.

The Commission directed staff to investigate whether the current private lot signage is proper, to further research options to make them want to comply, to investigate what the State would allow them to do, and to bring back recommendations at a future meeting.

Mayor Brooks opened to public comment.

Jeff Young, a Madeira Beach resident, asked if the City could require them to post the maximum amount they charge.

Bob Bello, 13301 Gulf Lane, suggested more prominent signs that say $4 an hour parking in City-owned lots.

G. Schedule Town Hall Meeting to discuss 555 150th Property & JP Jetty

The Commission discussed scheduling town hall meetings to gather public input on the recently purchased property at 555 150th Avenue and improvements to John's Pass Jetty. Mayor Brooks reported positive feedback from a recent "Conversations with the Mayor" about the property purchase.

Mayor Brooks recommended having the workshop meeting before the regular meeting on November 12th and December 10th. The Board agreed.

The Commission debated potential dates for the town halls, considering the need for both daytime and evening options to accommodate different schedules. They directed staff to gather site plans of all City-owned properties on 150th Avenue for discussions.

Vice Mayor Kerr suggested they consider the current elevation of the property and whether they would want to increase it, regardless of what would be developed. If they wanted to increase the elevation, he would like it relayed to the lobbyist for possible grants.

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

The Board consensus was to schedule the first Town Hall Meeting for Saturday, November 15, 2025, at 10:00 a.m. and the second Town Hall Meeting for Wednesday, November 19, 2025, at 6:00 p.m.

H. City Clerk's Performance Review

The Commission discussed the process for conducting the City Clerk's performance review. They agreed to continue the practice of individual meetings between commissioners and the City Clerk, followed by a compilation of scores to determine any merit increases. The Commission

emphasized the importance of one-on-one discussions and ensuring transparency in the final results.

City Clerk VanBlargan said she completed the new level of Florida Professional City Clerk Certification on October 7th, and the Association will present her Certificate and pinning on November 12th.

6. COMMUNITY DEVELOPMENT

A. Ordinance 2025-19 C-3, Zoning District Setbacks

ORDINANCE 2025-19

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, AMENDING CHAPTER 110 (ZONING) ARTICLE V. – DISTRICTS, DIVISION 7. - C-3, RETAIL COMMERCIAL, SECTION 110-321. - SETBACK REQUIREMENTS, OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO REDUCE THE FRONT AND SIDE SETBACKS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Director Forbes explained the item. Andrew Morris, Long Range Planner, presented a proposed text amendment to reduce front yard and side yard setbacks in the C-3 Retail Commercial Zoning District. The amendment would reduce the front-yard setback from 25 feet to 10 feet and the side-yard setback from 10 feet to 5 feet. Mr. Morris explained that the change would make it easier to redevelop lots along Gulf Boulevard that have been impacted by road widening.

Commissioner Ghovaee asked questions about the impact on sidewalks and buffering requirements. Staff recommended the text change as it aligns with recommendations from the Master Plan to encourage mixed-use development along Gulf Boulevard.

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

B. Resolution 2025-09 Adopting an Updated Madeira Beach Master Plan and Proposed C-3/C-4 Zoning Amendments Discussion

RESOLUTION 2025-09

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA ADOPTING AN UPDATED MADEIRA BEACH MASTER PLAN; REPEALING RESOLUTION 02.21 AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Morris presented Resolution 2025-09, which would adopt the updated Madeira Beach Master Plan. He explained that the plan includes recommendations for zoning amendments in the C-3 and C-4 Districts, including the setback changes discussed earlier.

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

The Commissioners expressed support for the Master Plan, noting its comprehensive approach and alignment with the City's goals.

The Board's consensus was to move forward with presenting the plan to the Planning Commission for recommendation, before bringing it back to the Board of Commissioners for final adoption in November.

C. Noise Ordinance Discussion

Director Forbes presented an update on the City's noise ordinance and potential changes. She reported on noise complaints received between June and September 2025, noting that most were related to condos and homesteaded single-family homes rather than rentals or music venues. She discussed Pinellas County's recent update to its noise ordinance, which includes more specific definitions and clarification.

Mayor Brooks opened to public comment.

Bob Bello, 13301 Gulf Lane, said the Florida Department of Law Enforcement suggests writing the Code to include “plainly audible.” He suggested having something enforceable.

The Commissioners discussed the challenges of enforcing noise regulations and the balance between supporting businesses and protecting residents' quality of life. They directed staff to continue researching options for improving the ordinance.

D. Restrictions within Swim Zones

Director Forbes presented research on swim zone regulations in neighboring communities, following a recent request from a business wanting to operate within Madeira Beach's swim zones. She reported that neither St. Pete Beach nor Treasure Island allows the type of operation proposed, and that the City’s current ordinance does not permit it. She did not think it would be something they could easily do right now.

The Commissioners discussed the safety implications of allowing commercial operations within swim zones. They agreed to maintain the current restrictions.

Mayor Brooks opened to public comment.

Mary Anne Striner, 14900 Gulf Blvd, said she is very concerned about people swimming in non-swim zones. She has requested in the past that all of Madeira Beach be designated a swim zone.

7. PUBLIC WORKS

A. Public Works Building location change request

Public Works Director Megan Wepfer requested that the previously approved design for the new Public Works building be proceeded with at the current location, 505 150th Avenue. She explained that the project had been put on hold during discussions about potentially relocating to the newly acquired property, but moving forward with the original plan would avoid further delays.

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

The Board's consensus was to proceed with the original plan for the Public Works building at its current location, in order not to delay the project.

B. Public Works Project Update

Director Wepfer provided updates on the following Public Works projects:

1. The Boca Ciega Street End Beautification Project is nearing completion with pavers installed and planting scheduled to begin next week. The project is expected to wrap up by the end of October.

2. The Military Court of Honor is finishing up with a ribbon-cutting ceremony planned for Veterans Day.

3. John’s Pass Dredging Project had a pre-bid meeting this morning, and seven contractors attended. The bid opening will be held on November 21, and a Special Meeting to discuss and approve the contract is scheduled for November 25. She discussed potential challenges with timing due to Pinellas County's concurrent dredging of the John’s Pass channel. Once they demobilize, the City’s contractor will mobilize. It could be sometime in January. The sand being dredged needs to be disposed of at a Class One dump, and that is Pinellas County. She is working to see if they can use the sand to renourish the dunes lost in John’s Pass Park. There may be other useful possibilities for it.

4. The Jetty Sidewalk Project, with which she is working with an individual with an Army Corps program, who is helping with the permitting process. She does have a proposal from an engineer, but it is difficult to create one when you are unsure of the permitting requirements.

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

Director Wepfer responded to the Board's questions and comments. Commissioner Ghovaee suggested that they review the scope of work for the dredging project. The extent of dredging may have changed, and they may need a survey. Director Wepfer stated that the chosen contractor is responsible for conducting a pre-survey of the site and is aware that the site has undergone changes. Director Forbes thought they would get a unit price bid item and then compare their survey to the original survey. They would only be paid the unit price of what they bid. It is the best approach to keep the project moving.

8. RECREATION

A. Recreation Management Software Proposal

Recreation Director Jay Hatch presented a proposal for new recreation management software from Rec Technologies. He explained that the new software would be more intuitive and user-friendly, integrating AI for improved scheduling and management. The proposed three-year contract would cost $13,170, representing $7,000 in savings compared to the current software.

Mayor Brooks opened to public comment.

Jeff Young, a Madeira Beach resident, inquired about potential security concerns associated with installing it on the server.

Director Hatch said it is cloud-based and would be linked to the website.

Commissioners expressed support for the upgrade, particularly appreciating the improved user interface and potential for better service to residents.

The Board's consensus was to move forward with it.

B. Placer.AI Software Proposal

Director Hatch presented a proposal for Placer.AI software that uses third-party integration with your GPS. It is a geofencing demographic software that provides detailed visitor analytics. He demonstrated how the software could provide valuable data on visitor numbers, origins, and movement patterns within the City, particularly useful for event planning and economic development.

Vice Mayor Kerr asked if St. Pete/Clearwater would be willing to help with the funding. Director Hatch said he would have a conversation with them. Commissioner Tagliarini asked if there was a line item in the budget for it. Director Hatch said they budgeted $20,000 for it.

Mayor Brooks opened to public comment.

Jeff Young, a Madeira Beach resident, said he is apprehensive about who would be mining the data and what they would use it for.

Cristina Pascuzzi, 14072 W Parsley Dr., asked who the experts on it would be and what would happen if something happened to them. She also thought it looked like it was tracking cell phone data and asked if it was legal.

Director Hatch said the company does not track cell phone data. They purchase data from companies whose services people have opted into on their phones. Individual names and numbers are not affiliated with it.

C. Madeira Beach Fundamental Irrigation System (verbal)

Director Hatch provided an update on the irrigation system at the Madeira Beach Fundamental School, which was damaged during recent storm recovery efforts. The City has a joint-use agreement with the school for athletic programming. They are in the process of replacing the electrical system to get the lights up, then the irrigation pump, before replacing the irrigation. He explained that when it was first installed, the system cost approximately $15,000. He has been in discussion with the insurance company, but has not received a definitive answer. He has not received quotes yet and wanted to ensure they would be comfortable proceeding with the replacement if it were not covered by insurance.

The Board's consensus was to have Director Hatch pursue potential insurance claims for the damage and obtain quotes for the replacement. Mayor Brooks suggested that he get clarification on whether the contractor damaged the system or was instructed to remove it.

D. Fireworks RFP (verbal)

Director Hatch discussed plans for the upcoming fireworks RFP, noting that the FY 2026 budget includes $55,000 for fireworks displays. $5,000 is allocated for three different display dates, and the remaining $40,000 is for the Independence Day celebration, representing a $20,000 increase from last year. He explained the challenges of securing vendors for the July 4th holiday, particularly given the upcoming 250th anniversary of the United States.

Director Hatch said he will bid out both July 3rd and 4th so everything is covered. The vendor from last year is 99% sure he would not be available on the 4th.

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

The Board's consensus was to have Director Hatch seek bids for both dates to maintain options and continue coordinating with neighboring communities to avoid conflicts.

9. RESPOND TO PUBLIC COMMENTS/QUESTIONS

The Commission briefly addressed the public comment from Capt. Dylan Hubbard regarding the John’s Pass Village Association. The Board agreed to add a discussion of forming a city committee for John’s Pass businesses to the November workshop agenda.

Mayor Brooks reminded the Board that the workshop meeting will be followed by the regular meeting at both the November and December meetings. She asked if the Board wanted to schedule a special meeting to discuss and vote on the lobbyist. They need to have proposals because the price could influence their choice. The Board directed the City Manager’s office to obtain the cost proposals and their accompanying presentations and share them with the Board so they can begin reviewing them. They would make their recommendations at the November 12th workshop, giving them nine days to submit appropriations.

Commissioner Tagliarini addressed the comment about expanding swim zones. The Board agreed to include the item in the January 2026 workshop.

Mayor Brooks suggested starting workshop meetings earlier than 6:00 p.m., especially when there is a lot to discuss. Some City staff have been at work since 7:00 a.m.

10. ADJOURNMENT

Mayor Brooks adjourned the meeting at 11:18 p.m.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

DRAFT

MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Clint Belk, Acting City Manager

FROM: John Mortellite, Acting Fire Chief

DATE: November 12, 2025

RE: Discussion and approval of 2025 Emergency Medical Services ALS First Responder Agreement, Amendment 1

Background

The Pinellas County Emergency Medical Services provides for the long-term direction and financial stability of the entire Emergency Medical Services System for Pinellas County through working with the First Responder agencies in providing and assisting in controlling costs.

The Department entered an ALSFR Agreement on October 1, 2024. This agreement allows for a 5 year renewal between the City of Madeira Beach and Pinellas County. Budget submissions will continue to be annual.

Pinellas County Emergency Medical Services agrees to, has funded and authorized the City of Madeira Beach, Madeira Beach Fire Department budget request of $1,556,821 for FY25-26, this change is reflected in Appendix A of the Agreement along with all additional changes and revisions as outlined in Agreement's Amendment 1.

Fiscal Impact

Fiscal impact is an increase of $1,556,821 for FY25-26. The total of the agreed budget includes funds allocated for the Redingtons EMS Station.

Recommendation

Staff recommends approval of the 2025 Emergency Medical Services ALS First Responder Agreement, Amendment 1 which is attached for review.

Attachment(s):

- 2025 EMS ALS First Responder Agreement, Amendment 1

EMERGENCY MEDICAL SERVICES

ALS FIRST RESPONDER AGREEMENT

AMENDMENT NO. 1

CITY OF MADEIRA BEACH

2025

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, Florida 33774

ALS FIRST RESPONDER AGREEMENT
AMENDMENT NO. 1

THIS AMENDMENT NO. 1 amending the Emergency Medical Services ALS First Responder Agreement, made this _____ day of _____ 2025, between the CITY OF MADEIRA BEACH, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority"), hereinafter collectively referred to as "Parties."

In consideration of the mutual benefits set forth below, the Parties agree as follows:

1. Contractor currently contracts with the Authority to provide Advanced Life Support (ALS) First Responder Services. The Contractor and the Authority are currently parties to the Emergency Medical Services ALS First Responder Agreement, dated October 1, 2024, which contract is referred to herein as the "Agreement".
2. Section 701(h) of the Agreement provides for an extraordinary budget increase which must be negotiated and approved prior to the beginning of the next fiscal year in the event any proposed budget submitted by the Contractor should exceed three (3%) percent of the prior Fiscal Year's budget. The Contractor's funding for FY24-25 totaled $732,432 and the FY25-26 budget request is $807,785. The extraordinary cost increase is $75,353 or 10.3%. The full budget increase of $824,389 includes $749,036 to fully implement the Redington Beach Medic Unit position approved in the 2024 ALS First Responder Agreement.
3. The Authority hereby agrees to and has funded and authorized the Contractor's budget request of $1,556,821 for FY25-26, which change is reflected on Appendix A hereto.
4. Vehicle maintenance for Authority funded ALS Engines, Squads, and Ladder Trucks are allowable costs and may be included in budgets

submitted in accordance with Section 701(b) less 20% for non-EMS activity. Vehicle maintenance for Authority funded Medic Units and Rescue Units are allowable costs and may be included in budgets submitted in accordance with Section 701(b) at 100%.

5. The Parties agree to the amended Appendix E attached hereto.
6. Except as is otherwise set out herein, the Parties agree that upon approval by the respective Boards of the Contractor and the Authority and upon signing this Amendment, all terms of the Agreement will remain in full force and effect.
7. Contractor and Authority agree that the effective date of this Amendment is October 1, 2025.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Amendment to be executed on this _____ day of _____, 2025.

ATTEST:
KENNETH BURKE, CLERK

by: _____
Deputy Clerk

PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY
By and through its Board of County Commissioners

by: _____
Chairman

Countersigned:

by: _____
Anne-Marie Brooks, Mayor

CITY OF MADEIRA BEACH, FLORIDA

by: _____
Clint Belk, Acting City Manager

Attest:

by: _____
City Clerk

Approved as to form:

by: _____
City Attorney

Appendix A

ALS First Responder Profile

Fiscal Year 2025-2026

Contractor	Madeira Beach
EMS District(s)	Madeira Beach EMS District Redington Beaches EMS District
Authority Funded Units	Truck 25 FY25-26 Redington Beach Medic (1 Position)
Contractor Funded Units	Medic 25
EMS Coordination	EMS Coordinator – 50% FTE Madeira Beach 500
FY25-26 Annual Compensation	$1,556,821
Projected Capital	FY25-26 None FY26-27 None FY27-28 None FY28-29 None FY29-30 None
Contractor Reviewed: **Initials _____ Date _____**	**County Reviewed:** **Initials _____ Date _____**

Appendix E

Personnel Reimbursement Process and Forms

702(b) CME Instructors

Follow the then current Authority provided process as outlined below.

Authority staff may update the process and/or forms.

702(c) Public Education

Submit the then current Authority provided reimbursement form.

Authority staff may update the process and/or forms.

702(d) Countywide Quality Improvement Committees

Submit the then current Authority provided reimbursement form.

Authority staff may update the process and/or forms.

702(e) Advanced Practice Paramed Training

Submit the then current Authority provided reimbursement form.

Authority staff may update the process and/or forms.

Processing CME Instructor Reimbursement Invoices

The following are the instructions for a Contractor to submit for Instructor reimbursement.

1. Open a new Excel “EMS Instructor Reimbursement Form.”
    a. Choose from one of the two tabs, 1-25 or 1-75 entries.
2. Open the Aladtec program.
    a. In the “Reports” menu, select “Scheduled Time Report.”
    b. In the filter, choose your department.
    c. Select the time frame you are seeking reimbursement
        i. Make sure the start time is 00:00 and the end time is 23:45
    d. Click the “Export CSV” button
    e. Open the CSV file and copy the data from line 3 down (do not include the headers)
    f. Paste this information into the open Excel file
3. Enter your information in the form.
    a. The first entry is the type of reimbursement:
        i. Straight Time (ST) is when the instructor is paid straight time.
        ii. Overtime (OT) is when the instructor is paid overtime.
        iii. Backfill (BF) is when someone other than the instructor is paid while the instructor is teaching.
        iv. No Reimbursement (NR) is when the Contractor is not seeking reimbursement for the instructor's hours.
    b. “Backfill Name” is the member providing the backfill for the instructor.
    c. “Hourly Rate w/benefits” is the rate at which the contractor seeks reimbursable hours ($75 per hour cap). If the time type is backfill, the rate is that of the member providing the backfill. If no reimbursement is being sought, then this is left blank.
    d. The total cost is automatically calculated and totaled at the bottom.
4. Save the form as a PDF and sign at the bottom.
5. Return to the "scheduled Time Report" in Aladtec and click the "print" button in the upper right corner. Save(Print) this report as a PDF.
6. Combine your invoice, the "EMS Instructor Reimbursement Form," and the Aladtec report into one PDF.
7. Send the signed PDF to EMSInstructorlogistics@co.pinellas.fl.us within 20 days following the last day of each month.

FOR: Mayor and Board of Commissioners
VIA: Chief Clint Belk, Acting City Manager
FROM: Jay Hatch, Recreation Director
MEETING: November 12, 2025
SUBJECT: Recreation Management Software Proposal

Background

The City of Madeira Beach Recreation Department is proposing to enter into a three-year agreement with Rec Technologies for Recreation Management Software services. The software will consolidate multiple existing systems into one modern, mobile-first platform for program registration, facility reservations, memberships, and payment processing.

Rec Technologies currently partners with over 40 public recreation organizations nationwide, providing an integrated and cloud-based system that enhances accessibility, simplifies operations, and improves data management. The proposed system will allow residents to easily register for programs, book facilities, and manage memberships online, while enabling staff to streamline reporting, communication, and scheduling on a single platform.

The Rec platform includes:

- Integrated Programs and Registration module with conflict detection and automated bookings
- Facilities and Permits management with shared calendars and online reservations
- Membership management with QR code and mobile wallet integration
- Built-in communications, payment processing, and AI-powered reporting tools
- Unlimited user licenses and full cloud-based support with continuous updates

Implementation includes on-site and/or remote training, full data configuration and transfer, and design collaboration to match Madeira Beach branding.

Fiscal Impact

Description	Year 1 (FY26)	Year 2 (FY27)	Year 3 (FY28)	Total (3 Years)
Implementation (one-time)	$1,500	–	–	$1,500
Annual Subscription	$3,490	$3,490	$3,490	$10,470
Hardware Readers (2 @ $350 each)	$700	–	–	$700
Additional Add-ons (Facility Signage, Misc.)	$500	–	–	$500
Total Estimated Cost	**$6,190**	**$3,490**	**$3,490**	**$13,170**

Credit card processing fees (3.5% + $0.30 per transaction) and eCheck fees (1%) may be passed on to the customer.

Funding for the software, hardware, and implementation is available within the FY26 Recreation Department software services budget. Hardware readers and optional signage can be purchased via funding available in the departmental supplies line item.

Similar software solutions for other cities are listed below at their annual rate: **CivicPlus** - $6,290.26 Annual – 5% increase each year. - Payment processing is not mobile. **RecDesk** - $3,835 Annual (Basic) - $6,240 Annual (Standard) w/ website. - *Pricing does not include optional PREMIUM INTEGRATIONS: Local Access Control, GIS/Address Database Integration, and Financial System Integration*

Recommendation

Staff recommend approval of a three-year agreement with Rec Technologies for Recreation Management Software under the proposed terms, with an anticipated launch in March 2026.

Attachments

Rec Technologies Agreement

REC TECHNOLOGIES INC.
SERVICES AGREEMENT

Client and Rec share the goal of increasing community participation. Client desires to make its facilities and programming offerings available to residents and to otherwise take advantage of the administrative, scheduling, and transactional, and marketing functions of the Rec Platform to help get the local community active. Rec also desires to give Client access to the Rec Platform in a way that improves the day-to-day operations for the Client.

This Services Agreement ("Agreement") is made as of _____ (the "Effective Date"), by and between City of Madeira Beach, a Florida municipal corporation, located at 300 Municipal Drive, Madeira Beach, FL 33708 ("Client") and Rec Technologies Inc., a Delaware corporation, located at 2261 Market Street, Suite 22268, San Francisco, CA 94114 ("Rec"). Client and Rec are referred to herein collectively as the "Parties," and each as a "Party."

This Agreement is comprised of the following Schedules which are incorporated into and made a part of this Agreement:

Schedule 1 (Services)

Schedule 2 (Fee Schedule)

Schedule 3 (Marketing & Promotional Commitments)

Schedule 4 (Scope of Work)

1. Services. Rec owns and operates a proprietary technology platform (the "Rec Platform") that powers the management and use of facilities such as racquet courts, sports fields, aquatics centers and other recreational spaces, which may include opportunities for Rec's authorized users to view schedules and play guidelines, book programming and reserve such spaces for recreational use, lessons, and other facilitated or unfacilitated activities (collectively, the "Services"). Client shall be entitled to the Services set forth in Schedule 1 (attached hereto) at the negotiated rates set forth in Schedule 2 (attached hereto). In addition to the Services set forth in Schedule 1, Client may also opt in to additional services as approved in writing (via amendment or email) by the Parties hereto. Use of the premises and the Services shall at all times be subject to Client's resident terms of use and Rec's published community guidelines.

2. Term; Termination.

(a) Term. This Agreement commences on the Effective Date and continues through March 1, 2029 unless earlier terminated in accordance with the terms of this Agreement (the "Initial Term").

(b) Termination. Either Party may terminate this Agreement immediately by written notice to the other Party in the event of (i) the other party materially breaches the Agreement and does not cure such breach within thirty (30) days following written notice thereof or (ii) either Party makes a general assignment for the benefit of creditors, is adjudicated as bankrupt or insolvent, commences a case under applicable bankruptcy laws or files a petition seeking reorganization.

(c) Effect of Termination. Upon expiration or termination of this Agreement, (i) the rights and licenses granted to Client hereunder will terminate immediately and Client shall be responsible for all Fees due as of the date of termination as set forth in Schedule 2 hereto, (ii) Client will immediately cease all use of the Rec Platform and (iii) each Party will return or destroy and make no further use of any Confidential Information belonging to the other Party.

3. Representations & Warranties

(a) Each Party represents to the other that it is a valid legal entity and is in good standing or validly existing under the laws of the state of its formation and residence. Each Party represents that it has all the requisite legal power and authority to execute, deliver and perform its obligations under the Agreement; that the execution, delivery and performance of the Agreement has been duly authorized; that the Agreement is enforceable in accordance with its terms; and that no approval, authorization or consent of any governmental or regulatory authorities is required to be obtained or made in order for it to enter into and perform its obligations under the Agreement.

(b) EXCEPT FOR THE LIMITED PERFORMANCE WARRANTY STATED ABOVE, REC AND ITS AFFILIATES AND SUPPLIERS DO NOT REPRESENT THAT CLIENT'S USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICES AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CLIENT'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE STATED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY ANY PARTY OR THIRD PARTY. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY MADE ABOVE, THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS. CLIENT ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CLIENT'S PURPOSES.

4. Indemnification

To the fullest extent permitted by law, Rec shall fully indemnify, defend and hold harmless the Client and its officers, directors, employees, agents, successors and assigns from and against any and all third party claims, damages, liabilities, losses, and expenses (including any and all reasonable attorney fees, expenses and costs) incurred by or asserted against Client of whatever kind or nature due to: a) a breach or alleged breach by Client of any representation or warranty in this Agreement, and/or (b) a claim related to the negligent acts or negligent failure to act, errors, omissions, or willful misconduct of Rec, its employees, agents, or contractors. Notwithstanding the foregoing, in the event to the extent that Client is at fault wherein the obligations in this section are triggered, Rec shall not be required to indemnify, defend and hold harmless Client. Client shall promptly notify Rec of any such claims, suits and actions, and upon request, provide reasonable assistance to Rec. Rec shall not enter into any settlement or compromise related thereto that contains an admission on the part of Client or otherwise negatively impacts the Client in any manner without the prior written consent of Client.

5. Intellectual Property

(a) Ownership. Except as expressly set forth herein, Rec and its licensors own all rights, including Intellectual Property Rights, in the Services and any information included therein (excluding any Client Data), including software and other technology underlying the Services and any individual user account data and records, any modifications, enhancements, customizations, updates, revisions or derivative works of the Services or such technology or information. No transfer of ownership will occur under this Agreement.

(b) Client Data. Except as expressly set forth herein, Client will own all worldwide right, title and interest in and to all Client Data and Rec will not obtain any ownership rights or interests in such data. Client hereby grants to Rec a non-exclusive license to use, reproduce, modify and distribute copies of and make available the Client Data and to sublicense such rights as is necessary to provide the Rec Platform to Client. "Client Data" will mean all data and information submitted to the Rec Platform under the account of an employee, consultant, contractor or agent of Client.

(c) Restrictions. Client will not, and will not allow any third party to (i) modify, copy or otherwise reproduce the Rec Platform or content available therein in whole or in part except as may otherwise be agreed upon by the Parties in writing, (ii) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code form or structure of the software used in the Rec Platform, (iii) provide, lease or lend the Rec Platform to any third party except as expressly authorized hereunder, (iv) remove any proprietary notices or labels displayed on the Rec Platform, (v) modify or create a derivative work of any part of the Rec Platform, (vi) use the Rec Platform for any unlawful purpose, or (vii) "frame" or "mirror" any of Rec's content which forms part of the Rec Platform. All rights not expressly granted to Client under this Agreement are reserved by Rec.

6. Equal Opportunity. Rec will not discriminate against any employee, applicant for employment, agent or subcontractors, or in the selection thereof, because of race, religion, color, national origin, marital status, sex, disability, sexual orientation or age. Rec will take such actions as are reasonably necessary to ensure that employees, applicants for employment, agents or subcontractors, are treated without regard to their race, religion, color, national origin, marital status, sex, sexual orientation or age. As used herein, the term "treated" will mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

7. Confidentiality. Each party agrees to keep confidential and not disclose or use any confidential information of the other party except as necessary for the performance of its obligations under this Agreement and except as necessary pursuant to Florida's Public Records Law.

8. Independent Contractor. Rec, in performance of its obligations under this Agreement, is acting as an independent contractor, and the personnel supplied to Client are engaged solely by Rec and not by Client. Rec personnel are not employees or agents of Client, and neither Rec nor its employees or agents will be subject to the direction, control or supervision of Client with respect to that time spent or procedures followed in the performance of the Services hereunder, and has no right or power, express or implied to do any act or thing that would bind Client.

9. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL REC (INCLUDING ITS SUBSIDIARIES AND OTHER AFFILIATES) OR ITS OR THEIR OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE MAXIMUM LIABILITY OF REC (INCLUDING ITS SUBSIDIARIES AND OTHER AFFILIATES) AND ITS AND THEIR OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE SERVICES (INCLUDING, WITHOUT LIMITATION, FOR DAMAGES INCURRED AS A RESULT OF REC'S OBLIGATIONS IN SECTION 4 (INDEMNIFICATION) WILL BE LIMITED TO AN AMOUNT PAID BY CLIENT DURING THE 12-MONTH PERIOD OCCURRING IMMEDIATELY

PRIOR TO THE EVENT GIVING RIGHT TO LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT INCREASE SUCH LIMIT. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE CLIENT FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. The Parties acknowledge that the limitations set forth in this Section are integral to the amount of fees charged in connection with making the Services available to Client and that, were Rec to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.

10. Governing Law. This Agreement has been made in and will be construed and enforced in accordance with the laws of the State of Florida applicable to agreements executed and wholly to be performed therein. Any action to enforce this Agreement will be brought in the federal or state courts located in Tampa, Florida.

11. Supremacy of this Agreement. The provisions, terms and conditions of this Agreement hereto represent the entire Agreement and supersede any prior written agreement or understanding not incorporated herein. In the event that inconsistencies exist between this Agreement and any prior written agreements or understandings, the terms of this Agreement will prevail.

12. Right of Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned by either party hereto without the consent of the other; provided, however, that each party will have the right to assign this Agreement without the other party's consent in connection with the purchase or sale of its business. This Agreement will inure to the benefit of and be binding upon the Parties and their representative successors and assigns. Nothing will prevent the use by or for sublicense to, or assignment, in whole or in part, of this Agreement to Client's parent company or to subsidiaries of either thereof.

13. Further Assurance. The Parties agree to perform all acts and execute all supplementary instruments or documents which may be necessary or desirable to carry out the provisions of this Agreement.

14. No Waiver. The failure of either party to insist upon the performance of any terms or conditions of this Agreement or to exercise any rights or privilege conferred in this Agreement or the waiver of enforcing penalties resulting from any breach of any of the terms or conditions of this Agreement, will not be construed as waiving any such terms, conditions, rights or privileges, but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred.

15. Insurance. Rec will maintain the following insurance coverage naming Client and its directors, agents and employees as additional insured. Upon request, Rec will provide Client with a Certificate of Insurance reflecting such coverage.

(a) Commercial General Liability: $1,000,000 per occurrence and $2,000,000 Aggregate
(b) Cyber, Technology and Professional Liability: $2,000,000 per occurrence and $2,000,000 Aggregate
(c) Sexual Abuse & Molestation Liability: $1,000,000 Aggregate
(d) Worker's Compensation: Employee's liability insurance with minimum limits of $1,000,000 per occurrence. The workers compensation policy shall be endorsed with a waiver of subrogation in favor of Client for all work performed by Rec, its employees, agents and subcontractors.

16. Force Majeure. Neither party will be liable for any delay in the performance or non-performance of its obligations if such delay or non-performance is due to causes beyond such party's reasonable control, including but not limited to, fire, explosion, accidents, strikes, breakdown of plant, epidemic, cyclone, floor or power failure, civil disorder, acts of government, acts of public enemies, acts of terrorism, war,

revolution, civil commotion, blockage or embargo, business interruption, business emergency, any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision authority or representative of any such government or any other force majeure event ("Force Majeure"). In the event a Force Majeure is affecting any Party, the affected Party will have the right to terminate this Agreement by providing written notice to that effect and the affected Party will be released from its obligations under the Agreement and will not be obligated to make any further payments under this Agreement as of the termination date.

17. Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be effective: (i) when personally delivered; (ii) the next business day following deposit with a reputable courier service for overnight delivery; or (iii) five (5) business days following deposit in the United States mail, first class postage prepaid, registered or certified. All notices will be addressed as follows:

If Client:

ATTN: Jay Hatch

300 Municipal Drive

Madeira Beach, FL 33708

With an emailed copy to jhatch@madeirabeachfl.gov_____

If Rec:

ATTN:

Rachel Williams

2261 Market Street STE 22268

San Francisco, CA 94114

With an emailed copy to _____

18. Compliance with Public Records Law. Rec shall comply with Chapter 119, Florida Statutes. Specifically, Rec shall:

a. **Keep and maintain public records required by the Client to perform the service.**
b. **Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.**
c. **Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this**

Agreement and following the completion of this Agreement if Rec does not transfer the records to Client.

d. **Upon completion of this Agreement, transfer, at no cost, to the Client, all public records in possession of Rec or keep and maintain public records required by Client to perform the service. If Rec transfers all public records to Client upon completion of this Agreement, Rec shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Rec keeps or maintains public records upon completion of this Agreement, Rec shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client's custodian of public records, in a format that is compatible with the information technology systems of Client.**

e. **Notwithstanding the foregoing, Rec's proprietary or confidential information, including but not limited to software source code, security architecture, trade secrets, and other information exempt under Florida Statutes §815.045 and §119.071(1)(f), shall not be considered public records and shall be withheld or redacted to the extent permitted by law.**

IF REC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO REC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF RECORDS AT: Clara VanBlargan, City Clerk of the City of Madeira Beach, 727-391-9951, cvanblargan@madeirabeachfl.gov, 300 Municipal Drive, Madeira Beach, FL 33708.

IN WITNESS WHEREOF the parties hereto have signed this Agreement as of the date first written above.

City of Madeira Beach

_____

Signature

Anne-Marie Brooks_____

Name

__Mayor_____

Title

_____

Date

Rec Technologies, Inc.

_____

Signature

_____

Name

_____

Title

_____

Date

SCHEDULE 1: REC PLATFORM & SERVICES

Schedule 1A: Standard Platform and Services

Rec Technical Platform	Applicable
Programming Registration & Administration	✓
Facilities & Permit Management	✓
Memberships Management	✓
Business & Financial Reporting	✓
Embedded Payment Processing	✓

Rec Services (Ongoing)	Applicable
Rec Licensed Learning & Instructor Management	✓
Rec Programming Development Support	✓
Tier 1 Customer (Resident) Support Management	✓
Marketing Design & Material Production	✓

Rec Services (Launch)	Applicable
Customized Training Program for All Staff	✓
Unlimited Training Hours	✓
Data Configuration	✓
Community Engagement Marketing Campaign	✓
Dedicated Account Management and Support	✓

SCHEDULE 2: FEE SCHEDULE

Schedule 2A: Annual Fee

Fee based on Client's annual revenue estimate of $300,000.

Year	Rec Annual Fee*	Discounted Annual Fee**
Year 1	$12,500	$3,490
Year 2	$12,500	$3,490
Year 3	$12,500	$3,490

**List price for cities transacting $0-$350,000 in revenue on the Rec platform*
***Discount applied for Rec's Early Customer Program*

Schedule 2B: Payment Processing

The following fees are charged based on the method of transaction made by end users on the Rec platform.

The Client has the option to pass a portion or the entirety of the following payment processing fees incurred during transactions onto the end user. The specific amount or percentage to be passed on will be determined and set by the Client at their discretion.

Payment Method	Fee
Credit Card	3.5% + $0.30
ACH or ECheck	1.0%
Cash or Physical Check	0.0%

Schedule 2C: Implementation & Hardware

Implementation & Hardware	Fee
System Configuration	~~$10,000~~ $1,500
Data Transfer	
Staff Training	
Design and Brand Collaboration	
Point of Sale Hardware Readers	$350 per terminal

Facility Public Signage - 18x18” (Courts, Rinks Etc)	$60 per sign
Facility Public Signage - 9x9” (Rec Rooms, Picnic Rentals)	$40 per sign

Schedule 2D: Payment Terms

Rec shall be responsible for issuing invoices for all fees due under this Agreement. All payments shall be made in U.S. dollars and may be remitted via ACH transfer, wire transfer, or check. The Client shall be responsible for any bank fees or transaction costs associated with their chosen payment method. All payments must reference the corresponding invoice number to ensure proper application.

Annual Fee Payment Terms

The Annual Fee for the Services shall be due and payable within thirty (30) days following the commencement of the Phase 2: Configuration & Building. This date shall be deemed to begin on the earlier of a date mutually agreed upon by the Parties in writing or the date outlined in Schedule 4. Failure to remit payment within the specified timeframe may result in suspension of Services or other remedies as outlined in this Agreement.

Implementation Fee Payment Terms

The Implementation Fee shall be due and payable within thirty (30) days following the Effective Date of this Agreement. The Effective Date shall be the date of execution of this Agreement by both Parties. Failure to remit payment within the specified timeframe may result in suspension of Services or other remedies as outlined in this Agreement.

Hardware and/or Signage Purchasing Invoice

The Client shall be invoiced for any hardware and/or signage purchases made by Rec Technologies on the Client’s behalf after having been approved in writing by Client. Such invoices shall be issued upon procurement of the hardware and/or signage and shall be due and payable within 30 days of the invoice date. The Client acknowledges that all hardware and/or signage purchases are final and non-refundable unless otherwise stated in the manufacturer’s warranty or return policy.

SCHEDULE 3: MARKETING & PROMOTIONAL COMMITMENTS

1. CLIENT MARKETING OBLIGATIONS

a. Email. Client will actively participate in Rec partner marketing initiatives by sending out email messages to its community members to promote and advertise recreational programming facilitated by the Rec Platform.

b. Direct Links from the City Website. Client will include direct links to the Rec Platform on relevant sections of its website. These links will provide easy access for community members to explore and register for recreational programs.

c. Temporary and Promotional Signage. Rec will create and provide temporary signage (such as fence vinyls) to advertise new programs, lessons, or special events. The duration, design, and placement of temporary signage will be mutually agreed upon by both parties.

2. REC'S MARKETING COMMITMENTS

a. Rec will engage in marketing efforts designed to increase demand for lessons and programming. This may include campaigns related to subscribing to a court, newsletters, physical marketing materials, social media, engagement with community groups, and other innovative approaches.

b. Rec will engage in marketing and brand design with Client in order to support improvements in physical signage and digital presence.

SCHEDULE 4: SCOPE OF WORK - PROGRAM DEVELOPMENT

Phase 1: Initial Discovery & Timeline Build (Month 1) *By November 15, 2025, Rec shall establish the foundation for RecOS functionality and facility management.*	
Objectives	● Establish foundation for RecOS functionality and facility management for Client ● Conduct discovery workshops to understand department needs and integration points.
Benchmarks	● Complete discovery sessions with Parks & Recreation team to identify customizations. ● Complete and approve detailed week-by-week for timeline to launch including key training and marketing dates to the public
Client Requirements	● Scheduling and participation of discovery sessions for the following modules ○ Programming & Memberships ○ Facilities Management ○ Finance & Reporting ○ Marketing & Community Engagement
Phase 2: Configuration & Building (Month 2-3) *By December 1, 2025, Rec shall complete configuration for all key system components, including registration, facilities and payment processing.*	
Objectives	● Complete configuration for all key system components: registration, facilities, payment processing
Benchmarks	● Programming Administration: Set up agency-branded templates for class creation, email/SMS confirmations, and waiver management. ● Facilities Management: Configure facilities (gyms, parks, fields, etc.) in RecOS with dynamic calendar and facility rules engine. ● Payment Processing: Activate payment system for online and point-of-sale transactions (including Stripe integration). ● Finance and Accounting reporting: Support for accrual based revenue recognition, overdue payment plan, and weekly remittance reports
Client Requirements	● Programming registration data export from existing software ● Location and facilities details
Phase 3: Training & Program Ready (Month 4) *By February 1, 2025, Rec shall ensure full team training and readiness for ongoing operations.*	
Objectives	● Ensure full team training and readiness for ongoing operations.

	● Focus on system optimization to support seamless program registration for users.
Benchmarks	● Team Training: Complete comprehensive training sessions for all agency staff, covering advanced features such as reporting, registration management, and customer support processes. ● User Registration: Finalize setup of the registration system to ensure that users can easily discover, register, and pay for programs and classes. ● Facilities & Permit Management: Ensure staff can effectively manage facility rentals, special permits, and event coordination, including document storage and waivers. ● Waivers and Policies: Ensure that staff can handle waivers and policies, print necessary documentation, and manage signed waiver notifications.
Client Requirements	● Participation in all scheduled training sessions ● Waiver and policy data for ingestion
Phase 4: Marketing Ready & Launch (Month 5-6) *By March 1, 2026 Rec shall be ready for a public launch of the system with comprehensive marketing communications sent to the public.*	
Objectives	● Prepare for a public launch of the system with strong marketing support. ● Ensure user engagement through email marketing and promotional materials.
Benchmarks	● Marketing Support: Finalize the design and production of print and digital marketing materials, ensuring alignment with the agency's branding and messaging. ● Email Marketing Campaigns: Set up and launch custom email marketing campaigns, promoting program registration and new offerings to residents. ● Public Launch: Conduct the official launch of the platform for public-facing registration and facility booking, ensuring all automated systems, including confirmations and reminders, are operational. ● User Engagement: Roll out special pricing, residency verification, and other engagement strategies to attract diverse groups to programming.
Client Requirements	● Public communication and marketing of new system including the following at minimum: 3 email blasts, dedicated website information, 3 social media posts

Memorandum

Meeting Details: November 12, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Amendment to the Interlocal Agreement with Pinellas County for Water Quality Monitoring

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Background

The PARTIES entered into the Interlocal Agreement on September 10, 2020. The Agreement is currently set to terminate upon the CO-PERMITTEES' full payment of COUNTY invoices for Fiscal Year 2025.

The PARTIES intend to extend the COUNTY's performance of the Water Quality Monitoring and Assessment Program and the term of the Interlocal Agreement for an additional five (5) years.

The Florida Department of Environmental Protection (FDEP) NPDES MS4 Permit FLS000005 remains in effect. The COUNTY submitted an MS4 Permit re-application with the Cycle 4 Year 4 Annual Report to FDEP on February 28, 2023. Under Rule 62-624.420, Florida Administrative Code, the existing permit remains valid until FDEP takes final action on the renewal application or a reviewing court sets a later date, provided the renewal application was timely and sufficient.

The PARTIES also wish to update the contact information in Section 4 (Notice) of the Interlocal Agreement.

AMENDMENT

The Interlocal Agreement is amended as follows:

1. Extension of Program Term:
   The COUNTY's performance of the Water Quality Monitoring and Assessment Program, as described in Section 2 (County Performance of Assessment Program), is extended for an additional five (5) years, covering Fiscal Years 2026, 2027, 2028, 2029, and 2030.

2. Updated Notice Section:
   Section 4 (Notice) is replaced with the following language:

All notices, payments, and other written communications between the parties shall be sent by electronic mail, certified U.S. mail, or recognized courier delivery service. Such notices shall be deemed effective upon delivery, as evidenced by an electronic mail read receipt, a certified mail delivery receipt, or a courier service delivery receipt.

Any notices, invoices, payments, and written communications shall be delivered to the PARTIES at their respective contact information as set forth below:

Fiscal Impact

FY 24 Water quality monitoring fee was $2,634.82 and FY25 – FY2030 is anticipated remain

Recommendation(s)

Staff recommends approval of the amendment

Attachments

- 2020 Agreement
- Amendment to the 2020 Agreement

PINELLAS COUNTY PUBLIC WORKS MANAGES ENVIRONMENTAL, STORMWATER, AND TRANSPORTATION SYSTEMS TO PROVIDE A SAFE SUSTAINABLE, AND VIBRANT COMMUNITY FOR THE PEOPLE OF PINELLAS COUNTY

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT

BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES

FOR WATER QUALITY MONITORING AND ASSESSMENT

(PID No. 002318)

AGREEMENT PREPARED BY

DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENVIRONMENTAL MANAGEMENT

NOVEMBER 2025

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR WATER QUALITY MONITORING AND ASSESSMENT

THIS FIRST AMENDMENT (hereinafter this "First Amendment") to the INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR WATER QUALITY MONITORING AND ASSESSMENT dated September 10, 2020 (hereinafter the "Interlocal Agreement"), entered into this _____ day of _____, 2025, between PINELLAS COUNTY, a political subdivision of the State of Florida (hereinafter the "COUNTY") and the following municipalities in Pinellas County, Florida: Town of Belleair, City of Belleair Beach, City of Belleair Bluffs, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Gulfport, City of Indian Rocks Beach, City of Largo, City of Madeira Beach, Town of North Redington Beach, City of Oldsmar, City of Pinellas Park, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, City of Safety Harbor, City of Seminole, City of South Pasadena, City of Tarpon Springs, and City of Treasure Island (although separate parties hereto collectively the "CO-PERMITTEES"); collectively the COUNTY and CO-PERMITTEES are referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the PARTIES entered into the Interlocal Agreement on September 10, 2020; and

WHEREAS, the Interlocal Agreement terminates upon the CO-PERMITTEES full payment of COUNTY invoices for Fiscal Year 2025; and

WHEREAS, the PARTIES wish to extend the COUNTY'S performance of the Water Quality Monitoring and Assessment Program and term of the Interlocal Agreement for an additional five (5) years; and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") NPDES MS4 Permit FLS000005 ("MS4 Permit") is still in effect as the COUNTY submitted an MS4 Permit re-application with the Cycle 4 Year 4 Annual Report to FDEP on February 28, 2023, and pursuant to Rule 62-624.420, F.A.C., the existing MS4 Permit "shall not expire until the [FDEP] has taken final action on the application for renewal or until the last day for seeking judicial review of the agency order or a later date fixed by order of the reviewing court" provided the renewal application is "timely and sufficient"; and

WHEREAS, the PARTIES wish to update the contact information in SECTION 4.

NOW THEREFORE, the Interlocal Agreement is amended as follows:

1. The COUNTY'S performance of the Water Quality Monitoring and Assessment Program, as set forth in SECTION 2 (COUNTY PERFORMANCE OF ASSESSMENT PROGRAM), is hereby extended an additional five (5) years to include Fiscal Years 2026, 2027, 2028, 2029, and 2030.

2. That SECTION 4. (NOTICE) shall be amended to read as follows:

All notices, payments, and other written communications between the parties shall be sent by electronic mail, certified U.S. mail, or recognized courier delivery service. Such notices shall be deemed effective upon delivery, as evidence by an electronic mail read receipt, a certified mail delivery receipt, or a courier service delivery receipt. Any notices, invoices, payments, and written communications shall be delivered to the PARTIES at their respective contact information as set forth below:

Belleair Bluffs:
Debra Sullivan
City Administrator
City of Belleair Bluffs
2747 Sunset Blvd.
Belleair Bluffs, FL 33770
727-584-2151
dsullivan@belleairbluffs-fl.gov

Belleair:
Ryan Womack
Public Works Superintendent
Town of Belleair
1075 Ponce De Leon Blvd.
Belleair, FL 33756
727-588-3769
rwomack@townofbelleair.net

Clearwater:
Sarah Kessler
CRS/MS4 Coordinator
City of Clearwater
P.O. Box 4748
Clearwater, FL 33758
727-444-8233
sarah.kessler@myclearwater.com

Belleair Beach:
Kyle Riefler
City Manager
City of Belleair Beach
444 Causeway Blvd.
Belleair Beach, FL 33786
727-229-8431
kyle.riefler@cityofbelleairbeach.com

Gulfport:
Tom Nicholls
Public Works Director
City of Gulfport
2401 53rd St. South
Gulfport, FL 33707
727-893-1090
tnicholls@mygulfport.us

Dunedin:
Michelle Monteclaro
Assistant Public Works Director
City of Dunedin
1405 County Road 1
Dunedin, FL 34698
727-298-3232
michelle.monteclaro@dunedin.gov

Kenneth City:
Kristin Cook
Deputy Clerk
Town of Kenneth City
6000 54th Ave. N.
Kenneth City, FL 33709
727-498-8948
kcook@kennethcityfl.org

Madeira Beach:
Megan Wepfer
Director of Public Works
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708
727-543-8154
mwepfer@madeirabeachfl.gov

Oldsmar:
Johna Jahn
Interim Public Works Director
City of Oldsmar
100 State Street West
Oldsamr, FL 34677
813-749-1233
jjahn@oldsmarfl.gov

Redington Beach:
Adriana Nieves
Town Clerk
Town of Redington Beach
105 164th Ave.
Redington Beach, FL 33708
727-391-3875
townclerk@townofredingtonbeach.com

Safety Harbor:
Renee Cooper
Public Works Director
City of Safety Harbor
1200 Railroad Ave.
Safety Harbor, FL 34695
727-724-1550
rcooper@cityofsafetyharbor.com

Seminole:
Rodney Due
Public Works Director
City of Seminole
9199 113th St. N.
Seminole, FL 33772
727-397-6383
rdue@myseminole.com

Indian Rocks Beach:
Dean Scharmen
Public Works Director
City of Indian Rocks Beach
1507 Bay Palm Blvd.
Indian Rocks Beach, FL 33785
727-595-6889
dscharmen@irbcity.com

Largo:
Brooke Driskell
Stormwater Program Administrator
City of Largo
P.O. Box 296
Largo, FL 33779
727-587-6713
bdriskell@largo.com

North Redington Beach:
Russ Schmader
Public Works Supervisor
Town of North Redington Beach
190 173rd Ave.
North Redington Beach, FL 33708
727-391-4848
publicworks@townofnrb.com

Pinellas Park:
Kyle Arrison
Transportation, Stormwater, Construction
Division Director
City of Pinellas Park
6250 82nd Ave. N.
Pinellas Park, FL 33781
727-369-5621
karrison@pinellaspark.com

Redington Shores:
Margaret Carey
Town Clerk
Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708
727-397-5538
townclerk@redshoresfl.com

South Pasadena:
Shawn Shimko
Public Works Director
City of South Pasadena
7047 Sunset Dr. S.
South Pasadena, FL 33707
727-384-0701
sshimko@mysouthpasadena.com

St. Pete Beach:
Frances Robustelli
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
727-426-3521
frobustelli@stpetebeach.org

Tarpon Springs:
Anthony "Tony" Mannello
Streets and Stormwater Supervisor
City of Tarpon Springs
325 E. Pine Street
Tarpon Springs, FL 34689
727-942-5606
amannello@ctsfl.us

Treasure Island:
Gary Volenec
Public Works Director
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
727-547-4575
gvolenec@mytreasureisland.org

3. The term of the Interlocal Agreement, as set forth in SECTION 5 (AGREEMENT TERM), is hereby extended an additional five (5) years and shall remain in effect until all invoices for Fiscal Year 2030 are paid by CO-PERMITTEES.

4. This First Amendment will be effective upon execution by all PARTIES and filing with the Clerk of the Circuit Court of Pinellas County pursuant to F.S. § 163.01(11).

5. All other provisions and conditions of the Interlocal Agreement shall remain in full force and effect.

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES
FOR WATER QUALITY MONITORING AND ASSESSMENT**

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on the day and year first above written.

PINELLAS COUNTY, FLORIDA, by and through its
Board of County Commissioners

By: _____
Brian Scott, Chair

ATTEST:

_____
Ken Burke, Clerk of the Circuit Court

APPROVED AS TO FORM:

By: _____
Office of County Attorney

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW

INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR WATER QUALITY MONITORING AND ASSESSMENT

AGREEMENT PREPARED BY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENVIRONMENTAL MANAGEMENT

MARCH 2020

INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR WATER QUALITY MONITORING AND ASSESSMENT

This INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) CO-PERMITTEES FOR WATER QUALITY MONITORING AND ASSESSMENT (this "Agreement"), is made and entered into on this 10th day of September 2020, between (1) Pinellas County, a political subdivision of the State of Florida (the "COUNTY"); and (2) the following municipalities in Pinellas County, Florida: Town of Belleair, City of Belleair Beach, City of Belleair Bluffs, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Gulfport, City of Indian Rocks Beach, City of Largo, City of Madeira Beach, Town of North Redington Beach, City of Oldsmar, City of Pinellas Park, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, City of Safety Harbor, City of Seminole, City of South Pasadena, City of Tarpon Springs, and City of Treasure Island (although separate parties hereto collectively the "CO-PERMITTEES").

WITNESSETH:

WHEREAS, the COUNTY and CO-PERMITTEES are co-permittees on Florida Department of Environmental Protection (FDEP) NPDES MS4 Permit FLS000005 (the "MS4 Permit"), which is effective July 1, 2018 through June 30, 2023;

WHEREAS, Part V.B.2 of the MS4 Permit requires that the parties develop a Water Quality Monitoring and Assessment Program ("Assessment Program"), either individually or collaboratively, to gauge the overall effectiveness of each party's respective

Stormwater Management Programs in identifying local sources where the MS4 is adversely affecting surface water quality;

WHEREAS, the parties desire to complete the requisite Assessment Program collaboratively;

WHEREAS, the COUNTY is willing to fully perform the Assessment Program on the terms and conditions stated herein and CO-PERMITTEES are agreeable to same; and

WHEREAS, the parties agree that cost-sharing the Assessment Program based on jurisdictional area is fair and equitable.

NOW THEREFORE, in consideration of the mutual covenants hereafter set forth, the parties hereto mutually agree as follows:

SECTION 1. RECITALS

The recitals set forth in the "WHEREAS" clauses above are ratified, confirmed as true and correct, and are incorporated into this Agreement.

SECTION 2. COUNTY PERFORMANCE OF ASSESSMENT PROGRAM

The COUNTY shall fully perform the Assessment Program, as detailed in Exhibit A attached hereto, for Fiscal Years 2021, 2022, 2023, 2024, and 2025. For purposes of this Agreement, a "Fiscal Year" is October 1 through September 30.

SECTION 3. COST ALLOCATION

The parties, including the COUNTY for unincorporated areas, shall share the total actual annual operating, labor, and laboratory analyses costs ("Costs") of the Assessment Program on a pro-rata basis based upon jurisdictional acreage as provided in Exhibit B

attached hereto. The COUNTY shall determine Costs for each Fiscal Year in the first quarter of each subsequent calendar year. For example, the County shall determine Costs for Fiscal Year 2021 between January 2022 and March 2022.

By April 1 of each year, the COUNTY shall invoice each CO-PERMITTEE for its respective share of Costs for the prior Fiscal Year. For example, invoices for Fiscal Year 2021 (October 1, 2020 through September 30, 2021) shall be delivered to CO-PERMITTEES no later than April 1, 2022. Each CO-PERMITTEE shall make payment of such invoice to the COUNTY within forty-five (45) days of receipt of the invoice in accordance with the Florida Prompt Payment Act, section 218.72, et. seq., Florida Statutes. The invoice shall include a breakdown of operating, labor, and laboratory analyses costs.

SECTION 4. NOTICE

All notices, payments, and other written communications between the parties shall be sent by electronic mail, certified U.S. mail, or courier delivery service. Notices shall be considered effective when delivered as reflected by an electronic mail read receipt, a certified mail delivery receipt, or a courier service delivery receipt. Any notices, invoices, payments, and written communications shall be delivered to each party at the contact information provided below:

Belleair Bluffs:

Mr. Russ Schmader
rschmader@belleairbluffs-fl.gov
Public Works Supervisor
City of Belleair Bluffs
2747 Sunset Blvd.
Belleair Bluffs, FL 33770

Belleair:

Mr. Michael Shumaker
mshumaker@townofbelleair.net
Public Services Manager
Town of Belleair
901 Ponce De Leon Blvd.
Belleair, FL 33756-1096

Clearwater:

Ms. Sarah Kessler
sarah.kessler@myclearwater.com
Engineering Department
City of Clearwater
P.O. Box 4748
Clearwater, FL 33758-4748

Belleair Beach:

Mr. Lynn Rives
lynn.rives@cityofbelleairbeach.com
City Manager
City of Belleair Beach
444 Causeway Boulevard,
Belleair Beach, Florida 33786

Gulfport:

Mr. Tom Nicholls
tnicholls@mygulfport.us
Public Works Director
City of Gulfport
2401 53rd St. South
Gulfport, FL 33707

Dunedin:

Ms. Whitney Marsh
wmarsh@dunedinfl.net
Stormwater Program Coordinator
City of Dunedin
1405 County Road 1
Dunedin, FL 34698

Kenneth City:

Mr. Matthew Campbell
campbellm@kennethcityfl.org
Town Manager
Town of Kenneth City
6000 54th Ave. N.
Kenneth City, FL 33709-1800

Indian Rocks Beach:

Mr. Dean Scharmen
dscharmen@irbcity.com
Public Services Director
City of Indian Rocks Beach
1507 Bay Palm Blvd.
Indian Rocks Beach, FL 33785-2899

Madeira Beach:

Mr. Robert J. Daniels
rdaniels@madeirabeachfl.gov
City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708-1996

Largo:

Mr. Jerald Woloszynski
jwoloszynski@largo.com
City Engineer
City of Largo
P.O. Box 296
Largo, FL 33779-0296

Oldsmar:

Ms. Janice C. Bennett
nbennett@myoldsmar.com
Public Works Director
City of Oldsmar
100 State Street West
Oldsmar, FL 34677-3756

North Redington Beach:

Ms. Mari Campbell
nrb.fl@townofnorthredingtonbeach.com
Town Clerk
Town of N. Redington Beach
190 173rd Avenue
North Redington Beach, FL 33708-1397

Redington Beach:
Ms. Missy Clarke
townclerk@townofredingtonbeach.com
Town Clerk
Town of Redington Beach
105 164th Ave.
Redington Beach, FL 33708-1519

Safety Harbor:
Mr. Matthew Spoor
mspoor@cityofsafetyharbor.com
City Manager
City of Safety Harbor
750 Main St.
Safety Harbor, FL 34695

Seminole:
Mr. Rodney Due
rdue@myseminole.com
Public Works Director
City of Seminole
9199 113th Street North
Seminole, FL 33772

St. Pete Beach:
Public Works Director
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706-1839

Treasure Island:
Mr. Mike Helfrich
mhelfrich@mytreasureisland.org
Public Works Director
Treasure Island Public Works
120 108th Avenue
Treasure Island, FL 33706

Pinellas Park:
Mr. Daniel Hubbard
dhubbard@pinellas-park.com
Transportation & Stormwater Div. Director
City of Pinellas Park
6051 78th Ave. N.
Pinellas Park, FL 33781

Redington Shores:
Ms. Sarah Mauter
townclerk@townofredingtonshores.com
Deputy Town Clerk
Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708-1299

South Pasadena:
Mr. Gary Anderson
pworks@mysouthpasadena.com
Public Works Director
City of South Pasadena
7047 Sunset Dr. S.
South Pasadena, FL 33707-2895

Tarpon Springs:
Anthony Mannello
amannello@ctsfl.us
Streets and Stormwater Supervisor
City of Tarpon Springs
325 E. Pine Street
Tarpon Springs, FL 34689

SECTION 5. AGREEMENT TERM

This Agreement shall take effect after the COUNTY, pursuant to Section 163.01(11), Florida Statutes, has filed a fully executed version of this Agreement with the Clerk of Circuit Court of Pinellas County. This Agreement shall remain in effect until all invoices for Fiscal Year 2025 are paid.

SECTION 6. WITHDRAWAL FROM AGREEMENT

Any party may withdraw from Agreement by notifying all other parties in writing at least thirty (30) calendar days prior to the beginning of the next Fiscal Year, which is no later than September 1. Notwithstanding any CO-PERMITTEE'S withdrawal, this Agreement shall remain in full force and effect as it pertains to the remaining CO-PERMITTEES and the COUNTY. If the COUNTY withdraws, however, this AGREEMENT shall terminate upon receipt of notice by all CO-PERMITTEES.

SECTION 7. NON-APPROPRIATION

The parties understand that each party's performance of this Agreement is contingent upon annual appropriation of funds by that party's governing body for obligations hereunder. If such appropriations by any party's governing body are reduced or eliminated, that party shall promptly notify the other parties. In such event, that party shall owe no funds for the Fiscal Year(s) that funds were not appropriated. Each party understands that this Agreement is not a commitment of future appropriations by any party's governing body.

SECTION 8. LIABILITY

Each party shall be responsible for its own negligence under this Agreement. Nothing herein shall be construed as a waiver of any party's sovereign immunity under Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by any party to be sued by third parties.

SECTION 9. CHOICE OF LAW

This Agreement and the rights and obligations of the parties hereto shall be governed and construed according to the laws of the State of Florida. Any state litigation arising from this Agreement shall be filed in a court of competent jurisdiction in Pinellas County, Florida. Any federal litigation arising from this Agreement shall be filed in the Middle District of Florida, Tampa Division.

SECTION 10. COMPLIANCE WITH LAWS

At all times, the parties shall comply with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue, including but not limited to Florida laws regarding the retention and disclosure of public records.

SECTION 11. ENTIRE AGREEMENT AND MODIFICATION

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or allegations other than those contained herein, and this Agreement shall supersede all previous communications, representations, and agreements, whether written or verbal, between the parties.

This Agreement may be amended, extended, or terminated by mutual written agreement of the parties at any time.

SECTION 12. SEVERABILITY

If any clause or portion of a clause in this Agreement is determined to be invalid under the rule of law, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

PINELLAS COUNTY, FLORIDA, by and
through its Board of County Commissioners

By: Pat Gerard
Pat Gerard, Chair

BOARD OF COUNTY COMMISSIONERS SEAL PINELLAS COUNTY, FLORIDA

ATTEST:

Ken Burke, Clerk of the Circuit Court

APPROVED AS TO FORM:

Brendan Mackesey
Brendan Mackesey, Assistant County Attorney

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

CITY OF BELLEAIR BEACH

Joseph A. Manzo
Mayor

Lynn Rives
City Manager

Seal

Approved as to form:

Fred Reilly
Attorney

Attest:

Patricia A. Gentry
City Clerk

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

City of Belleair Bluffs

Chris Arbutine, Sr.
Mayor

Debra Sullivan
City Administrator

Seal

Approved as to form:

Thomas J. Trask
Attorney

Attest:

Alexis A. Silcox
City Clerk

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR WATER
QUALITY MONITORING AND ASSESSMENT**

TOWN OF BELLEAIR

Gary H. Katica
Mayor

JP Murphy
Town Manager

Approved as to form:

David Ottinger
Attorney

Attest:

Christine Nicole
Town Clerk

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

CITY OF CLEARWATER, FLORIDA,
A municipal corporation and
political subdivision of the State of Florida

Frank Hibbard
Mayor

William B Horne II
City Manager

Seal

Approved as to form:

Laura Mahony
Attorney

Attest:

Rosemarie Call
City Clerk

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

CITY OF DUNEDIN

Julie Ward Bujalski
Mayor

Jennifer K. Bramley
City Manager

Seal

Approved as to form:

Thomas J. Trask
Attorney

Attest:

Rebecca Schlichter
City Clerk

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

City of Gulfport

James E. O'Reilly
City Manager

Seal

Approved as to form:

Andrew Salzman
Attorney

Attest:

Lesley DeMuth
City Clerk

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

CITY OF INDIAN ROCKS BEACH

Brently Gregg Mims

City Manager

Seal

Attest:

Deanne B. O'Reilly, MMC
City Clerk

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

TOWN OF KENNETH CITY

Wanda Dudley
Mayor

Matthew Campbell
Town Manager

Seal

NOTARY PUBLIC STATE OF FLORIDA
CINDY M. MCCARTHY
MY COMMISSION # GG 032474
EXPIRES: September 21, 2020
Bonded Thru Budget Notary Services

Approved as to form:

05/2020

Randy D. Mora
Attorney

Attest:

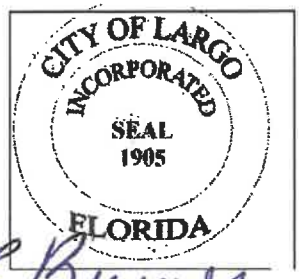
Cindy McCarthy
Town Clerk

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

CITY OF LARGO

Woody Brown
Mayor

Seal



Approved as to form:

Nikki C. Day
Assistant City Attorney

Attest:

Diane L. Bruner
City Clerk

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

CITY OF MADEIRA BEACH
A FLORIDA MUNICIPAL CORPORATION

John Hendricks
Mayor

Robert J. Daniels
City Manager

Seal

Approved as to form:

Ralf Brookes
Attorney

Attest:

Clara VanBlargan, MMC, MSM
City Clerk

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

TOWN OF NORTH REDINGTON BEACH

William Queen
Mayor

Seal

Approved as to form:

Jay Daigneault
Attorney

Attest:

Mari Campbell CMC
Town Clerk

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

CITY OF OLDSMAR

Eric Seidel
Mayor

Al Braithwaite
City Manager

Approved as to form:

Thomas J. Trask
Attorney

Attest:

Ann Nixon
City Clerk

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

CITY OF PINELLAS PARK

Sandra Bradbury
Mayor

Doug Lewis
City Manager

Seal

Approved as to form:

For James W. Denhardt
City Attorney

Attest:

Diane Corna
City Clerk

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

TOWN OF REDINGTON BEACH

James Simons
Mayor

Approved as to form:

[Signature]

Jay Daigneault
Attorney

Attest:

Missy Clarke

Missy Clarke CMC
Town Clerk

Seal

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

Town of Redington Shores

MaryBeth Henderson
Mayor

Seal

Approved as to form:

James W. Denhardt
Attorney

Attest:

Mary Palmer MMC
Town Clerk

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

CITY OF SOUTH PASADENA

Arthur Penny
Mayor

N/A
[First Name, Last Name]
City Manager

Seal

Approved as to form:

Julia Mandell
Attorney

Attest:

Carley Lewis, MBA, MMC, SHRM-CP
City Clerk

THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT

CITY OF SAFETY HARBOR

Joe Ayoub
Mayor

Matthew Spoor
City Manager

Seal

Approved as to form:

Nikki C. Day, B.C.S.
[First Name, Last Name]
Attorney

Attest:

Karen Sammons, CMC
City Clerk

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

CITY OF SEMINOLE

Ann Toney-Deal, ICMA-CM
City Manager

Approved as to form:

Jay Daigneault
Attorney

Attest:

Ann Marie Mancuso
City Clerk

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

CITY OF ST. PETE BEACH

Alan Johnson
Mayor

Alex Rey
City Manager

Seal

Approved as to form:

Andrew Dickman
Attorney

Attest:

Rebecca C. Haynes
City Clerk

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

CITY OF TARPON SPRINGS

C.J. Alahouzos

Chris Alahouzos
Mayor

Mark LeCouris
City Manager

Seal

Approved as to form:

~~Jay Daigneault~~ TOM TRASK
Attorney

Attest:

for Irene S. Jacobs CMC
City Clerk

THE INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR WATER QUALITY MONITORING AND ASSESSMENT

CITY OF TREASURE ISLAND

Lawrence Lunn
Mayor

Garry Brumback
City Manager

Seal

Approved as to form:

Jennifer Cowan
Attorney

Attest:

Ruth Nickerson
City Clerk

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR WATER QUALITY MONITORING AND ASSESSMENT

CITY OF MADEIRA BEACH
A FLORIDA MUNICIPAL CORPORATION

Anne-Marie Brooks Mayor	Clint Belk acting City Manager
	Seal
Approved as to form:	Attest:
Thomas Trask Attorney	Clara VanBlargan, MMC, MSM City Clerk

Memorandum

Meeting Details: November 12, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: FY26 Park Street Lease Approval

Background

This memorandum seeks Commission authorization for the Acting City Manager to execute a lease extension for the property located at 5000 94th Street North, St. Petersburg, FL 33708 ("Park Street Lease").

The City currently leases the property at 5000 94th Street North for [briefly describe use, e.g., "Public Works operations," "equipment storage," or "parking facilities"]. The existing lease agreement is set to expire on [insert expiration date].

The property owner has agreed to extend the current lease under the same general terms and conditions, with a new expiration date of [insert new expiration date] and any applicable adjustments to rent or renewal options as outlined in the extension document.

Fiscal Impact

The rate for Fy25/26 is $3,300 for FY26.

Recommendation(s)

Staff recommend the Board of Commissioners give authority to Acting City Manger to sign extension letter for FY26.

Attachments

- Lease
- Letter to Park Street Antique to extend annual lease

300 Municipal Drive
Madeira Beach, Florida 33708
727-391-9951
Fax 727-395-9361
www.madeirabeachfl.gov

November 12, 2025

Park Street Antiques Center Inc.
Attn: Joanne L. Good, President.
9401 Bay Pines Boulevard
St. Petersburg, FL 33708

Subject: Lease Renewal – 5000 94th Street, St. Petersburg, FL 33708

Dear Mr. Good,

The City of Madeira Beach wishes to formally notify Park Street Antiques Center Inc. of it's option of renewing the lease of the property located at 5000 94th Street, St. Petersburg, FL 33708 for an additional one-year term pursuant to paragraph 1.2 of the Lease.

Pursuant to the terms of our existing agreement, which commenced on October 1, 2022, the City will continue the lease under the same conditions at the new rental rate of $3,300 per month. This renewal will extend the lease through September 30, 2026, unless otherwise amended in writing by both parties.

We appreciate your continued partnership and cooperation. Please confirm your acceptance of this renewal in writing at your earliest convenience.

Sincerely,

_____

Clint Belk
Acting City Manager
City of Madeira Beach

LEASE

BETWEEN

PARK STREET ANTIQUES CENTER, INC.
("LANDLORD")

AND

CITY OF MADEIRA BEACH
("TENANT")

LEASE

THIS LEASE is entered into by and between PARK STREET ANTIQUES CENTER, INC., a Florida corporation ("LANDLORD") and CITY OF MADEIRA BEACH, a Florida Municipal Corporation ("TENANT") and is to be effective as of the date of the signature of the party last below dated (the "Effective Date").

ARTICLE 1 - GRANT OF TERM

1.1 **LEASED PREMISES.** In consideration of the rents, covenants, and agreements herein set forth, LANDLORD hereby leases to TENANT and TENANT hereby rents from LANDLORD that certain premises, the street address of which is 5050 94th Street, St. Petersburg, Florida 33708, containing approximately 6000 square feet (the "Premises"), together with all easements, rights and privileges appurtenant thereto.

1.2 **TERM.** The term hereof shall be for one (1) year commencing on October 1, 2022, at which time the TENANT shall be given exclusive possession of the Premises, ("Commencement Date") and ending on September 30, 2023, with four (4) One (1) year renewal Options. TENANT shall notify LANDLORD in writing two months prior to the end of each year's Lease that TENANT intends to exercise the Option to renew the Lease for one year. It is understood and agreed that LANDLORD shall give the TENANT access to the Premises for purposes of investigation and planning immediately upon the mutual execution of this Lease Agreement.

ARTICLE 2 - RENT

2.1 **RENT PAYMENT. PRORATION AND SALES TAXES.** All rental payments due hereunder shall be paid without notice or demand, and without abatement, deduction or set off for any reason unless specifically provided herein. Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly rent installment based on the number of days in such period and the number of days in the month in question. Rent shall be payable in lawful money of the United States to LANDLORD at the address stated herein or to such other persons or at such other places as LANDLORD may designate in writing. In addition, TENANT shall pay to LANDLORD all sales and use taxes imposed by the State of Florida or any other governmental authority from time to time, upon said rent and any other charges hereunder upon which sales and use taxes are imposed.

2.2 **NO WAIVER.** The acceptance by the LANDLORD of monies from the TENANT as rent or other sums due shall not be an admission of the accuracy or the sufficiency of the amount of such rent or other sums due nor shall it be deemed a waiver by LANDLORD of any right or claim to additional or further rent or other sums due.

2.3 **SECURITY DEPOSIT.** Upon signing of the Lease, TENANT shall pay a security deposit of $-0-. This security deposit will be refunded thirty days after the end of the final Lease Term after the Premises has been inspected by LANDLORD for damage.

2.4 **MONTHLY RENT AMOUNTS.** TENANT shall pay to LANDLORD as rent for the Premises during the term hereof monthly payments of net rent, in advance, on or before the First day of each month, in accordance with the following schedule.

Year	Payment Amount
2022/2023	$3,000.00/month
2023/2024	$3,100.00/month
2024/2025	$3,200.00/month
2025/2026	$3,300.00/month
2026/2027	$3,400.00/month

ARTICLE 3 - UTILITIES

3.1 **INSTALLATION.** TENANT shall contract in its own name for all electric and telephone service, and all other utilities furnished to the Premises. TENANT will be responsible for their use of water each month which will be calculated by deducting the average LANDLORD monthly usage (approximately $300 - $350 per month) from the water bill and TENANT will be responsible for the balance.

3.2 **PAYMENT.** TENANT shall promptly pay for all heat, electricity, gas, telephone, garbage collection, water and sewer charges, and all other utilities and services consumed in connection with the premises, together with any taxes thereon. If charges to be paid by TENANT hereunder are not paid when due and LANDLORD elects to pay same, interest shall accrue thereon from the date paid by LANDLORD and shall bear interest at the maximum rate then allowed by law (the "Default Rate"), and such charges and interest shall be added to the subsequent month's rent and shall be collectible from TENANT in the same manner as rent. LANDLORD shall not be liable for damage to TENANT'S business and/or inventory or for any other claim by TENANT resulting from an interruption in utility services.

ARTICLE 4 - CONDUCT OF BUSINESS BY TENANT

4.1 **USE OF LEASED PREMISES.** The Premises shall be used and occupied by TENANT for the purpose of storing city garbage trucks, city vehicles and equipment related to TENANT'S business (the "Permitted Use") and for no other purpose. Without limiting the foregoing, TENANT shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant at the premises, shall tend to disturb or interfere with the rights of such other tenants. TENANT may not change its operating format on the Premises without the prior written consent of the LANDLORD. TENANT shall keep the Premises neat, clean, sanitary and reasonably free from dirt, rubbish, insects and pests at all times. TENANT shall not operate an incinerator or bum trash or garbage within the Premises.

4.2 **COMPLIANCE WITH LAW AND RESTRICTIONS.** TENANT shall, at TENANT'S expense, execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city government, and of any and all of their

departments and bureaus, applicable to the Premises, as well as all covenants and restrictions of record, and other requirements in effect during the term or any part thereof, which regulate the use by TENANT of the Premises.

4.3 **CONDITION OF PROPERTY: LETTER OF ACCEPTANCE.** The Premises is being Leased in its "AS-IS" condition. By taking possession of the Premises, TENANT shall be deemed to have accepted the Premises, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, as suitable for TENANTS intended purposes, and in compliance with all terms and provisions hereof. TENANT acknowledges that neither LANDLORD nor LANDLORD'S agent has made any representation or warranty as to the present or future suitability of the Premises for the conduct of TENANT'S business. Within ten (10) days after request of LANDLORD, TENANT agrees to give LANDLORD a letter certifying that the TENANT has accepted delivery of the Premises and the condition of the Premises complies with LANDLORD'S covenants and obligations hereunder.

ARTICLE 5 - LIENS

TENANT shall have no power to subject LANDLORD'S interest in the Premises to construction or materialmen's liens of any kind. The existence of any such lien, which lien is not discharged by TENANT, or bonded off within thirty (30) days, shall be a material breach of this Lease. All contracts for work on the Premises performed on behalf of TENANT must contain a waiver of lien by TENANT'S contractor against the LANDLORD'S interest in the Premises. All persons performing work, labor or supplying materials at the Premises on behalf of TENANT shall look solely to the interest of the TENANT and not to that of the LANDLORD for payment and for any legal fees and court costs. LANDLORD shall have the right, but not the obligation, to discharge or transfer to bond any lien filed against the Premises by the TENANT'S contractor that has not been discharged or transferred to bond within thirty (30) days from the filing thereof and any reasonable cost or expense, including reasonable attorney's fees, incurred by LANDLORD as a result thereof shall immediately be due and payable and if not paid by TENANT with fifteen (15) days shall constitute a default under this Lease.

ARTICLE 6 - MAINTENANCE OF LEASED PREMISES

6.1 **MAINTENANCE.** LANDLORD shall, at LANDLORD'S sole cost and expense, maintain the Premises and all components thereof throughout the lease term, in good, safe and clean order, condition and repair, including without limitation the building interior and exterior, roof, all plumbing, heating, air conditioning, ventilating, and electrical facilities and all components thereof. If LANDLORD fails to perform its obligations under this Article or under any other article hereof, TENANT may at its option terminate this Lease.

6.2 **LANDLORDS RESPONSIBILITY**. The LANDLORD shall only be responsible for the integrity of the building structure, and any other requirements as governed by Florida or Federal Law.

6.3 **BUILDING SERVICES.** TENANT shall be responsible for all costs and deposits associated with any service of any nature whatsoever relating to the use and operation of the Premises.

6.4 **PLATE GLASS.** TENANT shall maintain all plate glass, if any, within or on the perimeter of the Premises.

6.5 **CONDITION OF PREMISES UPON TERMINATION OF LEASE.** On the last day of the term hereof, or on any sooner termination, TENANT shall surrender the Premises to LANDLORD in the same condition as received, ordinary wear and tear excepted, clean and free of debris. TENANT'S machinery, furniture, fixtures and equipment, may be removed by TENANT upon expiration of the lease term. TENANT shall repair any damage to the Premises occasioned by the installation or removal of its trade fixtures, furnishings and equipment. Upon termination of this Lease for any cause whatsoever, if TENANT fails to remove its effects, they shall be deemed abandoned, and LANDLORD may, at its option, remove the same in any manner that the LANDLORD shall choose, store them without liability to the TENANT for loss thereof, and the TENANT agrees to pay the LANDLORD on demand any and all expenses incurred in such removal, including court costs, attorney's fees and storage charges for any length of time the same shall be in the LANDLORD'S possession, or the LANDLORD may, at its option, without notice, sell said effects or any part of the same at a private sale and without legal process for such price as the LANDLORD may obtain, and apply the proceeds of such sale upon the amounts due under this Lease from the TENANT to LANDLORD and upon the expenses incident to the removal and sale of said effects. TENANT shall deliver all keys and combinations to locks within the Premises to LANDLORD upon termination of this Lease for any reason. TENANT'S obligations to perform under this provision shall survive the end of the lease term.

ARTICLE 7-ALTERATIONS AND ADDITIONS

7.1 **LANDLORD'S CONSENT REQUIRED.** TENANT shall not, without LANDLORD'S prior written consent, make any alterations, improvements, or additions in, on, or to the Premises. Further, any contractor or person making any alterations, improvements, additions or utility installations in, on, or to the Premises must first be approved in writing by LANDLORD. LANDLORD, at its option, may require TENANT to provide LANDLORD, at TENANT'S sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure LANDLORD against any liability for construction liens and to insure completion of the work. LANDLORD may require that TENANT remove any or all of said alterations, improvements, or additions at the expiration of the term, and restore the Premises to its prior condition. Should TENANT make any alterations, improvements, or additions without the prior approval of LANDLORD, in addition to all other remedies of LANDLORD for TENANT'S breach, LANDLORD may require that TENANT remove any or all of the same.

7.2 **PERMITS AND PLANS.** Any alteration, improvement, addition or utility installation in or to the Premises that TENANT shall desire to make shall be presented to LANDLORD for approval in written form, with proposed detailed plans. If LANDLORD shall give its consent, the consent shall be deemed conditioned upon TENANT acquiring all necessary permits to do the work from appropriate governmental agencies, the furnishing of a copy thereof to LANDLORD prior to the commencement of the work, the compliance by TENANT with all

conditions of said permits in a prompt and expeditious manner, and, if applicable, TENANT'S conducting its work so as not to interfere with any other TENANTS of the building in which the Premises is located.

7.3 **HOLD HARMLESS.** TENANT shall pay, when due, all claims for labor or materials furnished for TENANT, at or for use in the Premises, which claims are or may be secured by any construction lien against the Premises or any interest therein.

7.4 **PROPERTY OF LANDLORD.** Unless LANDLORD requires their removal, all alterations, improvements, or additions made on the Premises shall become the property of LANDLORD and remain upon and be surrendered with the Premises at the expiration of the lease term without compensation to TENANT.

7.5 **LANDLORD'S INTEREST NOT SUBJECT TO LIENS.** As provided in §713.10, Florida Statutes, the interest of LANDLORD shall not be subject to liens for improvements made by TENANT, and TENANT shall notify any contractor making such improvements of this provision. An appropriate notice of this provision may be recorded by LANDLORD in the Public Records of Pinellas County, Florida, in accordance with said statute, without TENANT'S joinder.

ARTICLE 8 –INDEMNITY

8.1 **INDEMNITY**. TENANT shall indemnify and hold harmless LANDLORD from and against any and all injury, expenses, damages and claims arising from TENANT'S use of the premises, whether due to damage to the premises, claims for injury to the person or property of any other TENANT of the building (if applicable) or any other person rightfully in or about the premises, from the conduct of TENANT's business or from any activity, work or things done, permitted or suffered by TENANT or its agents, servants, employees, licenses, customers, or invitees in or about the premises or elsewhere or consequent upon or arising from TENANTS's failure to comply with applicable laws, statues, ordinances or regulations, and TENANT shall further indemnify and hold harmless LANDLORD from and against any and all such claims and from and against all costs, attorney's fees, expenses and liabilities incurred in the investigation, handling or defense of any such claim or any action or proceeding brought in connection therewith by a third person or any governmental authority: and in case any action or proceeding is brought against LANDLORD by reason of any such claim, TENANT upon notice from LANDLORD shall defend the same at TENANT's expense by counsel satisfactory to LANDLORD. This indemnity shall not require payment as a condition precedent to recovery.

8.2 **EXEMPTION OF LANDLORD FROM LIABILITY.** TENANT hereby agrees that LANDLORD shall not be liable for injury to TENANT's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of TENANT, TENANT's employees, invitees, customers, or any other person in or about the premises, whether such damage or injury is cause by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or there defects of pipes, sprinklers, wire, appliances, plumbing, air conditions or light fixtures, or from any other cause, whether the said damage or injury results from latent defects or there conditions arising upon the premises or upon other portions of the building(s) of which the premises is a part, or from other sources or places regardless of whether the cause of such damage or injury or the means of repairing the

same is inaccessible to TENANT. LANDLORD shall not be liable for any damages arising from any act or neglect of any other TENANT of the building in which the premises is located.

ARTICLE 9 - ASSIGNMENT AND SUBLETTING

9.1 **LANDLORD'S CONSENT REQUIRED.** TENANT shall not voluntarily or by operation of law assign, mortgage, sublet, or otherwise transfer or encumber all or any part of TENANT'S interest in this Lease or in the Premises or TENANT'S possession thereof without LANDLORD'S prior written consent. Any attempted assignment, transfer, mortgage, encumbrance or subletting without LANDLORD'S consent shall be void, and shall constitute a breach hereof. No term or provision contained elsewhere herein shall be deemed to limit LANDLORD'S absolute right to withhold consent to any proposed transfer or encumbrance of TENANT'S interest in LANDLORD'S absolute discretion and for any reason whatsoever. If TENANT desires to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify LANDLORD of its desire to do so and shall submit in writing to LANDLORD; (i) the name of the proposed assignee or subtenant; (ii) the nature of the proposed assignee's or subtenant's business to be conducted on the Premises; (iii) the terms of the proposed assignment or sublease; and (iv) such financial information as LANDLORD may reasonably request concerning the proposed assignee or subtenant.

9.2 **NO RELEASE OR WAIVER.** Regardless of LANDLORD'S consent, no subletting or assignment shall release TENANT from TENANT'S obligation or alter the primary liability of TENANT to pay the rent and to perform all other obligations to be performed by TENANT hereunder. The acceptance of rent by LANDLORD from any other person shall not be deemed to be a waiver by LANDLORD of any provision hereof Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of TENANT or any successor of TENANT in the performance of any of the terms hereof, LANDLORD may proceed directly against TENANT without the necessity of exhausting remedies against said assignee. LANDLORD may consent to subsequent assignments or subletting hereof or amendments or modifications to this Lease with assignees of TENANT, without notifying TENANT, or any successor of TENANT, and without obtaining its or their consent thereto and such action shall not relieve TENANT of liability hereunder.

9.3 **EFFECT OF TRANSFER.** The voluntary or other surrender hereof by TENANT or a mutual cancellation hereof shall not work a merger of the interests of the parties hereunder, and shall at the option of LANDLORD terminate any or all subleases or sub tenancies or shall operate as an assignment to LANDLORD of such subleases or sub tenancies. If TENANT is a corporation, unincorporated association or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership in the aggregate in excess of twenty-five percent (25%) or resulting in a change in management control shall be deemed an assignment within the meaning and provisions elsewhere herein provided.

9.4 **ATTORNEY'S FEES.** In the event TENANT shall assign or sublet the Premises or request the consent of LANDLORD to any assignment or subletting or if TENANT shall request the consent of LANDLORD for any act TENANT proposes to do, then TENANT shall pay LANDLORD'S reasonable attorney's fees and costs incurred in connection with each such request. Further, in connection with any action taken by LANDLORD to enforce the terms,

provisions and conditions of this lease, LANDLORD shall be entitled to recover any cost incurred relating to such action, including its reasonable attorneys fees.

9.5 **RIGHT OF RECAPTURE.** At any time within thirty (30) days after LANDLORD'S receipt of the proposed notice of sublease or assignment request as hereinabove provided, LANDLORD may by written notice to TENANT elect to sublease the Premises or the portion thereof proposed to be subleased by TENANT, or to take an assignment of TENANT'S estate hereunder or such part thereof as shall be specified in said notice, on the same terms and conditions as those contained in said notice.

9.6 **ASSUMPTION AGREEMENT.** Any assignee of TENANT shall assume TENANT'S obligations hereunder and deliver to LANDLORD an assumption agreement in a form reasonably satisfactory to LANDLORD no less than ten (10) days after the effective date of the proposed assignment.

ARTICLE 10 – DEFAULT

10.1 **DEFAULT OF TENANT.** The occurrence of any one or more of the following events shall constitute a material default or breach hereof by the TENANT. TENANT shall be deemed in default of its obligations under this Lease upon the occurrence of any one or more of the following:

(a) The vacating or abandonment of the Premises by TENANT;

(b) TENANT'S failure to make any payment of Rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of fifteen (15) days after written notice thereof from LANDLORD to TENANT. In the event that LANDLORD serves TENANT with a notice to pay rent or vacate pursuant to applicable unlawful detainer or other statutes, such notice shall also constitute the notice required by this subsection;

(c) TENANT'S continued failure to perform any other covenant, promise, or obligation of this Lease for a period of more than thirty (30) days after written notice thereof by LANDLORD to TENANT, except that this thirty (30) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said thirty (30) day period and TENANT proceeds to diligently cure the default;

(d) TENANT becomes a "debtor" as defined under the Federal Bankruptcy Code or any successor statute thereto or any other statute affording debtor relief, whether state or federal, (unless, in the case of a petition filed against TENANT, the same is dismissed within thirty (30) days), or admits in writing its present or prospective insolvency or inability to pay its debts as they mature, or is unable to or does not pay a material portion (in numbers or dollar amount) of its debts as they mature;

(e) The appointment of a trustee or receiver to take possession of all or a substantial portion of TENANT'S assets located at the Premises or of TENANT'S interest in this Lease;

(f) The attachment, execution or other judicial seizure of all or a substantial portion of TENANT'S assets located at the Premises or of TENANT'S interest in the Lease;

(g) The entry of a judgment against TENANT which affects TENANT'S ability to conduct its business in the ordinary course; provided, however, to the extent that any provision of this subsection is contrary to any applicable law, such provision shall be of no force or effect to such extent only;

(h) The sale of TENANT'S interest under this Lease by execution or other legal process;

(i) TENANT'S making of any general arrangement or assignment of this Lease for the benefit of creditors;

(j) Any sale, transfer, assignment, subleasing, concession, license, or other disposition prohibited elsewhere herein;

(k) TENANT shall do or permit to be done anything that creates a lien upon the Premises and shall fail to obtain the release or any such lien or bond or of any such lien as required herein.

(1) The discovery by LANDLORD that any financial statement, warranty, representation or other information given to LANDLORD by TENANT, any assignee of TENANT, any subtenant of Tenant, any successor in interest of TENANT or any guarantor of TENANT'S obligation hereunder, in connection with this Lease, was materially false or misleading when furnished; or

(m) The failure by TENANT, at any time throughout the term of this Lease, to make Rent payments, when due, on three (3) or more separate occasions during any twelve (12) month period, regardless of whether or not such prior defaults have been cured.

10.2 **LANDLORD'S REMEDIES.** In the event of any default or breach hereof by TENANT, LANDLORD may (but shall not be obligated) at any time thereafter, with or without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

(a) Terminate TENANT'S right to possession of the Premises by any lawful means, in which case this Lease shall terminate and TENANT shall immediately surrender possession of the Premises to LANDLORD. In such event LANDLORD shall be entitled to recover from TENANT all damages incurred by LANDLORD by reason of TENANT'S default, including accrued rent, accelerated rent through the end of the lease term, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, and reasonable attorney's fees;

(b) Reenter and take possession of the Premises and relet or attempt to relet same for TENANT'S account, holding TENANT liable in damages for all expenses incurred by LANDLORD in any such reletting and for any difference between the amount of rents received from such reletting and those due and payable under the terms hereof. In the event LANDLORD relets the Premises, LANDLORD shall have the right to lease the Premises or portions thereof for such periods of time and such rentals and for such use and upon such covenants and conditions as LANDLORD, in its sole discretion, may elect, and LANDLORD may make such repairs and improvements to the Premises as LANDLORD may deem necessary. LANDLORD shall be

entitled to bring such actions or proceedings for the recovery of any deficits due to LANDLORD as it may deem advisable, without being obliged to wait until the end of the term, and commencement or maintenance of any one or more actions shall not bar LANDLORD from bringing other or subsequent actions for further accruals, nor shall anything done by LANDLORD pursuant to this subsection limit or prohibit LANDLORD'S right at any time to pursue other remedies of LANDLORD hereunder;

(c) Declare all rents and charges due hereunder immediately due and payable, and thereupon all such rents and fixed charges to the end of the term shall thereupon be accelerated, and LANDLORD may, at once, take action to collect the same by distress or otherwise. In the event of acceleration of rents and other charges due hereunder which cannot be exactly determined as of the date of acceleration and/or judgment, the amount of said rent and charges shall be as determined by LANDLORD in a reasonable manner based on information such as previous fluctuations in the C.P.I. and the like;

(d) Perform any of TENANT'S obligations on behalf of TENANT in such manner as LANDLORD shall deem reasonable, including payment of any moneys necessary to perform such obligation or obtain legal advice, and all expenses incurred by LANDLORD in connection with the foregoing, as well as any other amounts necessary to compensate LANDLORD for all detriment caused by TENANT'S failure to perform which in the ordinary course would be likely to result therefrom, shall be immediately due and payable from TENANT to LANDLORD, with interest at the Default Rate; such performance by LANDLORD shall not cure the default of TENANT hereunder and LANDLORD may proceed to pursue any or all remedies available to LANDLORD on account of TENANT'S default; if necessary LANDLORD may enter upon the Premises after ten (10) days' prior written notice to TENANT, except in the case of emergency, in which case no notice shall be required, perform any of TENANT'S obligations of which TENANT is in default; and/or

(e) Pursue any other remedy now or hereafter available to LANDLORD under state or federal laws or judicial decisions. Unpaid installments of rent and other unpaid monetary obligations of TENANT under the terms hereof shall bear interest from the date due at the Default Rate.

10.3 **NO WAIVER.** No reentry or taking possession of the Premises by LANDLORD shall be construed as an election on its part to terminate this Lease, accept a surrender of the Premises or release TENANT from any obligations hereunder, unless a written notice of such intention be given to TENANT. Notwithstanding any such reletting or reentry or taking possession, LANDLORD may at any time thereafter elect to terminate this Lease for a previous default Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LANDLORD hereunder or of any damages accruing to LANDLORD by reason of the violation of any of the terms, provisions and covenants herein contained. LANDLORD'S acceptance of rent or additional rent following any event of default hereunder shall not be construed as LANDLORD'S waiver of such event of default No waiver by LANDLORD of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other or subsequent violation or breach of any of the terms, provisions, and covenants herein contained.

Forbearance by LANDLORD to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other or subsequent violation or default. The loss or damage that LANDLORD may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by LANDLORD following possession. Should LANDLORD at any time terminate this Lease for any default, in addition to any other remedy LANDLORD may have, LANDLORD may recover from TENANT all damages LANDLORD may incur by reason of such default, including the cost of recovering the Premises and the loss of rent for the remainder of the Lease term. LANDLORD'S consent to or approval of any act shall not be deemed to render unnecessary the obtaining of LANDLORD'S consent to or approval of any subsequent act by TENANT. The delivery of keys to any employee or agent of LANDLORD shall not operate as a termination hereof or a surrender of the Premises.

10.4 **LATE CHARGES.** TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on LANDLORD by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD'S designee within five (5) days after such amount shall be due, then, without any requirement for notice to TENANT, TENANT shall pay to LANDLORD a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs LANDLORD will incur by reason of late payment by TENANT. Acceptance of such late charge by LANDLORD shall in no event constitute a waiver of TENANT'S default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of rent, then rent shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding any other provision hereof to the contrary. The parties agree that the payment of late charges and the payment of interest as provided elsewhere herein are distinct and separate from one another in that the payment of interest is to compensate LANDLORD for the use of LANDLORD'S money by TENANT and the payment of late charges is to compensate LANDLORD for administrative and other expenses incurred by LANDLORD.

10.5 **INTEREST ON PAST-DUE OBLIGATIONS.** Except as expressly herein provided, any amount due to LANDLORD not paid when due bears interest at the annual rate of 4.75% from the date due. Payment of such interest shall not excuse or cure any default by TENANT under this Lease, provided, however, that interest shall not be payable on late charges incurred by TENANT. Notwithstanding any other term or provision hereof, in no event shall the total of all amounts paid hereunder by TENANT and deemed to be interest exceed the amount permitted by applicable usury laws, and in the event of payment by TENANT of interest in excess of such permitted amount, the excess shall be applied towards damages incurred by LANDLORD or returned to TENANT, at LANDLORD'S option.

10.6 **DEFAULT BY LANDLORD.** LANDLORD shall not be in default unless LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but

in no event later than thirty (30) days after written notice by TENANT to LANDLORD specifying the obligation that LANDLORD has failed to perform; provided, however, that if the nature of LANDLORD'S obligation is such that more than thirty (30) days are required for performance, then LANDLORD shall not be in default if LANDLORD commences performance within such 30- day period and thereafter diligently prosecutes the same to completion. Notwithstanding any other provision hereof, LANDLORD shall not be in default hereunder for failure to perform any act required of LANDLORD where such failure is due to inability to perform on account of strike, laws, regulations or requirements of any governmental authority, or any other cause whatsoever beyond LANDLORD'S control, nor shall TENANT'S rent be abated by reason of such inability to perform.

ARTICLE 11 - ACCESS BY LANDLORD

LANDLORD and LANDLORD'S agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, posting notices of non-responsibility, showing the same to prospective purchasers, lenders, or tenants, performing any obligation of TENANT hereunder of which TENANT is in default, and making such alterations, repairs, improvements or additions to the Premises or to the building of which it is a part as LANDLORD may deem necessary or desirable, all without being deemed guilty of an eviction of TENANT and without abatement of rent, and LANDLORD may erect scaffolding and other necessary structures where reasonably required by the character of any work performed, provided that the business of TENANT shall be interfered with as little as reasonably practicable. TENANT hereby waives any claims for damages for any injury to or interference with TENANT'S business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, LANDLORD shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding TENANT'S vaults and safes, if any, and LANDLORD shall have the right to use any and all means which LANDLORD may deem proper to open said doors in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by LANDLORD by any of said means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of TENANT from the Premises or any portion thereof. No provision hereof shall be construed as obligating LANDLORD to perform any repairs, alterations or to take any action not otherwise expressly agreed to be performed or taken by LANDLORD. LANDLORD may, at any time, place on or about the Premises any ordinary "For Sale" signs and LANDLORD may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to TENANT.

ARTICLE 12 - TENANT'S PROPERTY

12.1 **PROPERTY.** TENANT shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the term of this Lease against personal property of any kind owned by or placed in, upon or about the Premises by TENANT.

12.2 **LOSS OR DAMAGE.** Except as provided herein, LANDLORD shall not be liable for any loss or damage to property of TENANT or of others located on the Premises, by theft or otherwise, unless such damage or loss is caused by the act or failure to act of LANDLORD.

LANDLORD shall not be liable for any claims arising from damage to property located in or on the Premises resulting from fire, explosion, gas or electrical malfunction, water damage or leakage, unless said damage results from the actions or failure to act of LANDLORD, its agents, employees or contractors (acting within the scope of their agency, employment or contract). LANDLORD shall not be liable to TENANT for any damages caused by other persons in the Premises, or by public or quasi-public work on adjacent property, unless such damage is caused by the act or failure to act of LANDLORD.

ARTICLE 13 - SURRENDER OF PREMISES, HOLDING OVER

13.1 **SURRENDER OF PREMISES.** Within thirty (30) days after the expiration of this Lease and all extensions and renewals hereof, TENANT shall surrender the Premises in the same condition as they existed upon the Commencement Date, reasonable wear and tear excepted, and shall surrender all keys for the Premises to LANDLORD.

13.2 **HOLDING OVER.** This Lease and the tenancy created shall cease and terminate at the end of the original term hereof, unless extended as provided herein, without the necessity of notice, and TENANT hereby waives notice and agrees that LANDLORD shall be entitled to summary recovery of the Premises.

If TENANT, with LANDLORD'S consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions hereof pertaining to the obligations of TENANT, but all options and rights of first refusal, if any, granted under the terms hereof shall be deemed terminated and be of no further effect during said month to month tenancy. If TENANT shall hold over without LANDLORD'S express written consent, TENANT shall become a tenant at sufferance and rental shall be due at the higher of (1) the then prevailing market rate as determined by LANDLORD in its absolute discretion, or (2) twice the rent payable immediately prior to the expiration of the term. The foregoing provisions shall not limit LANDLORD'S rights hereunder or provided by law in the event of TENANT'S default.

ARTICLE 14 - CONDEMNATION

If the Premises or any portion thereof is taken under the power of eminent domain, or sold under the threat of the exercise of said power (either of which is herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than twenty percent (20%) of the floor area of Premises is taken by condemnation, either party may terminate this Lease by notice to the other, in writing, only within ten (10) days after LANDLORD shall have given TENANT written notice of such condemnation or pending condemnation (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession), such termination to take effect as of the date the condemning authority takes possession. If neither party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the total floor area of the Premises, and TENANT shall have no other rights or remedies as a result of such condemnation. Any award or payment made in connection with a condemnation shall be the property of LANDLORD, whether such award shall be made in settlement of contemplated condemnation proceedings or as compensation for diminution in value

of the leasehold or for the taking of the fee, or as severance or other damages; provided, however, that TENANT shall be entitled to any separate award made to TENANT which does not diminish LANDLORD'S award, such as for loss of or damage to TENANT'S trade fixtures and removable personal property and TENANT'S moving expenses. In the event that this Lease is not terminated by reason of such condemnation, LANDLORD shall, to the extent of severance damages received by LANDLORD in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that TENANT has been reimbursed therefor by the condemning authority. TENANT shall pay any amount in excess of such severance damages required to complete such repair. LANDLORD shall in no event be obligated to repair or replace any items other than those installed by or at the expense of LANDLORD.

ARTICLE 15 - DESTRUCTION OF PREMISES

15.1 **DEFINITIONS.**

(a) "Property Partial Damage" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is less than 50% of the fair market value of the Premises immediately prior to such damage or destruction, or if applicable, damage or destruction to the building of which the Premises is a part to the extent that the cost of repair is less than 50% of the fair market value of such building as a whole immediately prior to such damage or destruction.

(b) "Property Total Destruction" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is 50% or more of the fair market value of the Premises immediately prior to such damage or destruction, or if applicable, damage or destruction to the building of which the Premises is a part to the extent that the cost of repair is 50% or more of the fair market value of such building as a whole immediately prior to such damage or destruction.

(c) "Insured Loss" shall herein mean damage or destruction which was caused by an event required to be covered by the insurance as hereinabove provided.

15.2 **PROPERTY DAMAGE - INSURED LOSS.** Subject to the provisions set out elsewhere herein relating to damage near the end of the term hereof, if at any time during the term hereof there is damage which is an Insured Loss and which falls into the classification of Property Partial Damage, then LANDLORD shall, at LANDLORD'S sole cost, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. In no event shall LANDLORD be obligated to make any repairs or replacements of any items other than those installed by or at the expense of LANDLORD, or to repair any damage except to the extent proceeds of insurance are available for such purpose.

15.3 **PARTIAL DAMAGE - UNINSURED LOSS.** Subject to the provisions set out elsewhere herein relating to damage near the end of the term hereof, if at any time during the term hereof there is damage which is not an Insured Loss and which falls within the classification of Property Partial Damage, unless caused by a negligent or willful act of TENANT (in which event TENANT shall make the repairs at TENANT'S expense), LANDLORD may at LANDLORD'S option either (i) repair such damage as soon as reasonably possible at LANDLORD'S expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to TENANT within thirty (30) days after the date of the occurrence of such damage of LANDLORD'S intention to cancel and terminate this Lease, as of the date of the occurrence of

such damage. In the event LANDLORD elects to give such notice of LANDLORD'S intention to cancel and terminate this Lease, TENANT shall have the right within ten (10) days after the receipt of such notice to give written notice to LANDLORD of TENANT'S intention to repair such damage at TENANT'S expense, without reimbursement from LANDLORD, in which event this Lease shall continue in full force and effect, and TENANT shall proceed to make such repairs as soon as reasonably possible. If TENANT does not give such notice within such 10-day period, this Lease shall be canceled and terminated as of the date of the occurrence of such damage. In no event shall LANDLORD be obligated to make any repairs or replacements of any items other than those installed by or at the expense of LANDLORD.

15.4 **TOTAL DESTRUCTION.** If at any time during the term hereof there is damage, whether or not an Insured Loss, (including destruction required by any authorized public authority), which falls into the classification of Property Total Destruction or Property Building Total Destruction, this Lease shall automatically terminate as of the date of such damage, unless within ten (10) days after such damage occurs LANDLORD shall notify TENANT that LANDLORD shall repair such damage and shall thereafter repair the damage within a reasonable time.

15.5 **DAMAGE NEAR END OF TERM.**

If at any time during the last two (2) months of the term hereof there is damage, whether or not an Insured Loss, which falls within the classification of Property Partial Damage, LANDLORD may at LANDLORD'S option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to TENANT of LANDLORD'S election to do so within thirty (30) days after the date of occurrence of such damage.

15.6 **ABATEMENT OF RENT: TENANT'S REMEDIES.**

(a) In the event of damage described elsewhere herein which LANDLORD or TENANT repairs or restores, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which TENANT'S use of the Premises is impaired. Except for abatement of rent, if any, TENANT shall have no claim against LANDLORD for any damage suffered by reason of any such damage, destruction, repair or restoration.

(b) If LANDLORD shall be obligated to repair or restore the Premises under the provisions elsewhere herein provided and shall not commence such repair or restoration within ninety (90) days after such obligation shall accrue, TENANT may at TENANT'S option cancel and terminate this Lease by giving LANDLORD written notice of TENANT'S election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of such notice and TENANT shall have no other rights against LANDLORD.

15.7 **TERMINATION: ADVANCE PAYMENTS.** Upon termination hereof, an equitable adjustment shall be made concerning advance rent and any advance payments made by TENANT to LANDLORD. LANDLORD shall, in addition, return to TENANT so much of TENANT'S security deposit as has not theretofore been applied by LANDLORD.

15.8 **NON-LIABILITY.** LANDLORD shall not be liable for any inconvenience or interruption of business of TENANT occasioned by fire or other casualty, except to the extent of abatement by TENANT of rent obligations as provided hereunder.

ARTICLE 16 - PROPERTY TAXES

16.1 **DEFINITION OF "REAL PROPERTY TAXES".** As used herein, the term "real property taxes" shall include any form of tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Premises by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, against any legal or equitable interest of LANDLORD in the Premises or in the real property of which the Premises is a part, or against LANDLORD'S right to rent or other income therefrom, or against LANDLORD'S business of leasing the Premises. The term "real property tax" shall also include any tax, fee, levy, assessment or charge (i) in substitution of, partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of "real property tax" or (ii) the nature of which was hereinbefore included within the definition of "real property tax," or (iii) which is imposed as a result of a transfer, either partial or total, of LANDLORD'S possessory interest in the Premises, or which is added to a tax or charge hereinbefore included within the definition of real property tax by reason of such transfer, or (iv) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereof. The term "real property tax" shall not include any income, estate or inheritance tax assessed against LANDLORD, documentary stamp tax imposed as a result of LANDLORD'S transfer of the fee interest in the Premises, or any sales tax on rent or other payments due from TENANT hereunder.

16.2 **PAYMENT OF TAXES.** LANDLORD shall pay the real property taxes, as elsewhere defined herein, applicable to the Premises throughout the lease term.

16.3 **PERSONAL PROPERTY TAXES.** TENANT shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of TENANT contained on the Premises or elsewhere or on any leasehold improvements made to the Premises by TENANT. When possible, TENANT shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of LANDLORD. If any of TENANT'S personal property shall be assessed with LANDLORD'S real property, TENANT shall pay LANDLORD the taxes attributable to TENANT'S personal property within ten (10) days after receipt of a written statement from LANDLORD setting forth the taxes applicable to TENANT'S property.

ARTICLE 17 - REPRESENTATIONS AND WARRANTIES

17.1 **TENANT.** TENANT hereby represents and warrants to LANDLORD that: (a) TENANT is a duly authorized corporation existing under the laws of Florida; (b) TENANT has the full right and authority to enter into this Lease; (c) each of the persons executing this Lease on behalf of TENANT is authorized to do so; and (d) this Lease constitutes a valid and legally binding obligation of TENANT, enforceable in accordance with its terms.

17.2 **LANDLORD.** LANDLORD represents and warrants to TENANT that: (a) LANDLORD is the fee simple owner of the Premises; (b) there are no agreements, contracts, covenants, conditions or exclusions which would, if exercised, prohibit the operation of the Premises for the Permitted Use; (c) LANDLORD is a duly authorized existing corporation under the laws of the State of Florida and is qualified to do business in the State of Florida; (d) LANDLORD has the full right and authority to enter into this Lease; (e) each of the persons executing this Lease on behalf of LANDLORD is authorized to do so; and (f) this Lease constitutes a valid and legally binding obligation on LANDLORD, enforceable in accordance with its terms.

ARTICLE 18 - NOTICES

(a) Except as provided in subsection (b) below, any notice, demand, request or other communication (''Notice") required or permitted to be given hereunder shall be in writing and shall be deemed given when mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to TENANT or to LANDLORD at the address noted below the signature of such party. Notice given by any other means shall be deemed given when actually received in writing. Either party may by notice to the other specify a different address for Notice purposes, which shall only be effective upon receipt, except that upon TENANT'S taking possession of the Premises, the Premises shall constitute TENANT'S address for Notice purposes. A copy of all Notices required or permitted to be given to LANDLORD hereunder shall be concurrently transmitted to such party or parties at such addresses as LANDLORD may from time to time hereafter designate by notice to TENANT.

(b) The TENANT hereby appoints as its agent to receive the service of all dispossessory or distraint proceedings and legal notices the person in charge of the Premises at the time, or occupying the Premises, and if there is no person in charge or occupying the Premises, than such service or notice may be made by attaching the same on the main entrance of the Premises.

ARTICLE 19 - ENVIRONMENTAL COMPLIANCE

19.1 **HAZARDOUS SUBSTANCE.** TENANT shall not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Premises, or transport to or from the Premises, any Hazardous Substance (as defined below), or allow any other person or entity to do so. TENANT shall keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of, any Environmental Laws (as defined below).

19.2 **NOTICE TO LANDLORD.** TENANT shall give prompt notice to LANDLORD of (i) any proceeding or inquiry by any governmental authority (including without limitation the Florida Environmental Protection Agency or Florida Department of Health and Rehabilitative Services) with respect to the presence of any Hazardous Substance on the Premises or the migration thereof from or to other Premises; (ii) all claims made or threatened by any third party against TENANT, LANDLORD or the Premises relating to any loss or injury resulting from any Hazardous Substance; and (iii) TENANT'S discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Environmental Law or any regulation adopted in accordance therewith.

19.3 **DEFINITIONS.** "Environmental Laws" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Premises, including without limitation the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time ("CERCLA"), 42 U.S.C. §§9601 et seq., and the Resource Conservation and Recovery Act of 1976, as amended from time to time ("RCRA"), 42 U.S.C. §§6901 et seq. The term "Hazardous Substance" shall include without limitation: (i) those substances included within the definition of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and in the regulations promulgated pursuant to said laws; (ii) those substances defined as "hazardous wastes" in any Florida Statute and in the regulations promulgated pursuant to any Florida Statute; (iii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iv) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and (v) any material, waste or substance which is (1) petroleum, (2) asbestos, (3) polychlorinated biphenyls, (4) designated as a "hazardous substance" pursuant to §311 of the Clean Water Act, 33 U.S.C. §§1251 et seq., or listed pursuant to §307 of the Clean Water Act, (5) flammable explosive, or (6) radioactive materials.

19.4 **LANDLORD'S RIGHT TO INSPECT.** LANDLORD shall have the right to inspect the Premises and audit TENANT'S operations thereon to ascertain TENANT'S compliance with the provisions of this Lease at any reasonable time, and TENANT shall provide periodic certifications to LANDLORD, upon request, that TENANT is in compliance with the environmental restrictions contained herein. LANDLORD shall have the right, but not the obligation, to enter upon the Premises and perform any obligation of TENANT hereunder of which TENANT is in default, including without limitation any remediation necessary due to environmental impact of TENANT'S operations on the Premises, without waiving or reducing TENANT'S liability for TENANT'S default hereunder.

19.5 **DURATION.** All of the terms and provisions of this Article shall survive expiration or termination of this Lease for any reason whatsoever.

ARTICLE 20 - ADDITIONAL TERMS

20.1 **RADON.** Radon is as naturally occurring radioactive gas that, when it has accumulated in as building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

The foregoing notice is provided pursuant to Section 404.056(5), Florida Statutes (2011), which requires that such notice be included in certain Real Estate documents.

20.2 **WAIVER.** The waiver by LANDLORD or TENANT of any breach or default of any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant or condition, nor shall the acceptance of Rent be

deemed to be a waiver of any such breach or default of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by LANDLORD or TENANT, unless such waiver is in writing.

20.3 **BINDING EFFECT: CHOICE OF LAW.** Subject to any provision hereof restricting assignment or subletting by TENANT and subject to the provision regarding LANDLORD'S Liability, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Florida.

20.4 **QUIET ENJOYMENT.** Upon TENANT paying the rent for the Premises and observing and performing all the covenants, conditions and provisions on TENANT'S part to be observed and performed hereunder, TENANT shall have the right of quiet enjoyment of the Premises subject to the term, conditions, and covenants of this Lease.

20.5 **ATTORNEY'S FEES.** If either party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to recover reasonable attorney's and legal assistant's fees and cost occurred in connection therewith, on appeal or otherwise, including those incurred in arbitration, mediation, administrative or bankruptcy proceedings and in enforcing any right to indemnity herein.

20.6 **NON-COMPETE**. TENANT shall not conduct any auctions or antique sales from the Premises.

ATRICLE 21 - 119.0701-Contracts; public records

21.1 (1) for purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall

enforce the contract provisions in accordance with the contract.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on June ____, 2022.

WITNESSES:

_____

_____

PARK STREET ANTIQUES CENTER, INC.
A Florida corporation

By: _____
Its: Treasurer
9401 Bay Pines Boulevard St.
Petersburg, FL 33708

"LANDLORD"

Clara VanBlargan

_____

Yara Hooley

CITY OF MADEIRA BEACH
A Florida Municipal Corporation

By: _____
Its: Mayor John B. Hendricks, Mayor
300 Municipal Drive
Madeira Beach, Florida 33708

"TENANT"

Memorandum

Meeting Details:	November 12, 2025 – Board of Commissioners Regular Meeting
Prepared For:	Honorable Mayor Brooks and the Board of Commissioners
Staff Contact:	Community Development Department (Marci Forbes)
Subject:	Kimley-Horn Letter of Agreement Impact Fee Ordinance Memo

Background & Discussion:

As requested by the BOC during the September 24, 2025, meeting, Kimley-Horn revised their letter for Professional Services related to re-evaluating our Impact Fee Ordinances to focus on reviewing our fees for any potential conflicts with Pinellas County's Multimodal Impact Fee.

Fiscal Impact:

Located below is a "snip it" of the estimated cost and attached is the letter of agreement.

> **Terms of compensation:**
>
> Kimley-Horn will perform the services in Task 1 on a labor fee plus expense basis with the maximum labor fee not to exceed $5,000.
>
> Kimley-Horn will not exceed the total maximum labor fee shown above without authorization from the Client.

Recommendation(s):

City Staff recommends executing the contract agreement.

Attachments/Corresponding Documents:

- Letter Agreement for Professional Services for City of Madeira Beach's Impact Fee Ordinances

INDIVIDUAL PROJECT ORDER NUMBER 145559001

This Individual Project Order dated October 16, 2025, describes a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Madeira Beach, Florida (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 20, 2024, and as amended on April 9, 2025, which is incorporated herein by reference.

Identification of Project:

Project Name: Mobility Impact Fee Evaluation
KH Project Manager: Hanna Shaffer
Project Number: 145559002

Specific Scope of Basic Services:

.

Task 1 – Mobility Impact Fee Evaluation

A. Kimley-Horn will convene up to three (3) meetings with City staff, including the City attorney and the Metropolitan Planning Organization (MPO), to determine if the City would like to re-calculate their Mobility Impact Fee using a standard consumption-based approach. As part of this task Kimley-Horn will discuss the demonstrated need process with the City according to Florida Statute to understand what will be necessary to update their ordinance and potentially re-calculate the fees if applicable. If the City decides to update their Mobility Impact Fee, then an additional service for the Mobility Impact Fee calculation and reporting will be necessary.

Services Not Included:

Any other services, including but not limited to the following, are not included in this Agreement:

- Evaluation of the Public Safety and Culture and Recreation impact fee ordinance
- Ordinance writing
- Updated analysis based on policy changes requested by City, changes in direction from previous direction, or changes mandated by new laws
- Public Engagement
- Comprehensive Plan or Land Development Code amendments to reflect the above work
- Additional meetings with staff and commission

Additional Services if Required:

Any services not specifically provided for in the above scope can be provided and billed as additional services and performed at Kimley-Horn's then-current hourly rates.

Information Provided by Client:

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the Project, with a list being provided after the Notice of Funding Opportunity opens to confirm accuracy.

Schedule:

Kimley-Horn scope of services is anticipated to be completed in 6 weeks of the date of this IPO, or a mutually agreed upon schedule with the City.

Deliverables:

- One technical memorandum summarizing Kimley-Horn's recommendations to the City to update their mobility impact fee ordinance.

Terms of compensation:

Kimley-Horn will perform the services in Task 1 on a labor fee plus expense basis with the maximum labor fee not to exceed $5,000.

Kimley-Horn will not exceed the total maximum labor fee shown above without authorization from the Client.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as reproduction, postage and handling of drawings and specifications, except file copies, expenses will be billed at cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ACCEPTED:

CITY OF MADEIRA BEACH, FLORIDA	**KIMLEY-HORN AND ASSOCIATES, INC**.
BY:_____	BY: Brooke Arriaga
TITLE:_____	TITLE: Brooke Arriaga, Regional Contract Lead
DATE:_____	DATE: October 16, 2025

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Clint Belk, Acting City Manager

FROM: Marci Forbes, Community Development Director

DATE: September 18, 2025

RE: Ordinance 2025-18, Revising Fees and Collection Procedure Manual

Background

Due to the impact of Hurricane Helene and Hurricane Milton, the building department reduced permitting fees for a period of 180 days. At the request of the Board of Commissioners, this will be extended for an additional six months, expiring on March 26, 2026.

Fiscal Impact

The fiscal impact is a reduction of building department fees.

Recommendation

Staff recommends approval.

ORDINANCE 2025-18

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR A CHANGE TO THE BUILDING PERMIT FEE WAIVER DATE; REPEALING ORDINANCE 2025-13; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the City of Madeira Beach adopted Ordinance 2025-13 providing for the amendment of Fees and Collection and Procedures Manual; and

WHEREAS, the City Staff has reviewed the current provisions of the Fees and Collection Procedure Manual for the City of Madeira Beach and wishes to revise the same to provide a change to the building permit fee waiver date;

WHEREAS, the City Staff wishes to repeal Ordinance 2025-13.

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

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

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

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

SECTION 4. That Resolution 2025-13 is hereby repealed.

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

PASSED AND ADOPTED, following a first reading and public hearing, this____day of _____2025 by the Board of Commissioners of the City of Madeira Beach, Florida.

_____

Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

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 2025-18

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR A CHANGE TO THE BUILDING PERMIT FEE WAIVER DATE; REPEALING ORDINANCE 2025-13; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION AND 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[1] 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. Development orders and development permits as those terms are defined in Section 163.3164, Florida Statutes, and development agreements as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;
  b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party;

[1] See Section 166.041(4)(c), Florida Statutes.

c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. 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 amends the Fee and Collection Procedure Manual to extend the 0% permit fees for Hurricane Helene and Milton to March 26, 2026, as associated with ordinance 2024-22.

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 will continue the elimination of permit fees related to Hurricane Helene and Milton, through March 26, 2026, providing all conditions are met and thus reducing permitting costs associated with rebuilding.

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

Difficult to estimate given properties for sale and buildings unoccupied.

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

This amendment will result in a reduction of revenues to be generated in the Building Fund.

Exhibit A
Ordinance 2025-18

FEES & COLLECTION PROCEDURE MANUAL

(Updated Through Ordinance 2025-18)

Office of the City Clerk
Adopted: October 1, 2025

FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE 2025-18)

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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 orboth."

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 recordsbegins.

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.

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. 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

(one and two-family dwellings, and townhouses).....$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 and special exception use shall be two (2) times the variance or special exception use fee *(Ordinance 2016-06)*

(6) Conversion of a nonconforming non-habitable area into a habitable area $1,000.00

C. Alcoholic Beverage Permit Application Fee $1,000.00
(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 $500.00

(2) Intermediate Site Plan Review $1,000.00

(3) Major Site Plan Review $2,000.00

(4) Administrative Waiver $500.00

(5) Nonconforming structure encroachment, extension and additions (Sec 110-93(3)f) ...$1,000.00

G. Preliminary plan meetings – Base Fee..... $250.00

Interpretation of regulations such as the land development regulations, intensity and density, nonconforming provisions, floodplain regulations, Florida Building Code, subdivision regulations, and/or Predevelopment review meetings. Such services would include up to one hour of meeting and or research of applicable development city staff or consultant(s). Time required above an hour or requiring the participation of additional staff, shall be charged at the rate of $100.00 per hour. On-site consultation with planner, building official, permit technician, or Certified Flood Plain Manager (as needed; by request) requires an additional fee of $100.00. Any formal letter prepared by city staff requires an additional fee of $100.00.

H. Zoning and/or Floodplain Verification Letter $100.00

Includes one hour of research. Additional research time shall be charged at the rate of $100.00 per hour. *(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 Community Development Director.

(2) Plan Review $2,500.00

a. Each Subsequent Revision $500.00

(3) Minor modifications not requiring full site plan, neighborhood/community meetings or zoning map amendment or amendment of the 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. Short-term/Vacation Rental Certification Certificate of Compliance $300.00

P. 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) *Outdoor Cafes on Public Sidewalk Request*.....$175.00

Q. 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 $30,000.00 or more ..... 25% of total permit fees

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 current Florida Building Code.

(2) Valuation Fee: One Percent (1%) of the Total Project Value, which includes both materials and labor and other related fees). Zero Percent (0%) of the Total Project Value for all Hurricane Helene & Milton permit fees for work involving the interior and/or the exterior demolition, repairs, and/or new construction which includes both materials and labor and other related fees resulting from damage by both listed Hurricanes until ~~September 26, 2025~~March 26, 2026. The zero percent (0%) permit fee for Hurricane Helene and Hurricane Milton (2024) permits only applies if the property has not been sold since September 26, 2024, if the property has a

new owner since September 26, 2024, then the one percent (1%) permit is in effect.

The Board of Commissioners may vote to temporarily charge zero percent (0%) post-disaster permit fees and must include a start and end date.

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

(4) Miscellaneous Fees:
   a. Certificate of Occupancy and/or Certificate of Completion $50.00
   b. Change of contractor (all trades).....$50.00
   c. Change of use or occupancy..... $100.00
      i. Additional research time over one hour shall be charged at the rate of $100.00 per hour.
   d. Demolition of structure:
      i. Demolition base fee (up to 5,000 sq. ft)..... $200.00
      ii. Structures over 5,000 sq. ft $500.00
   e. Early release of power *(before electrical final)*.....$50.00
   f. Permit extension *(per extension)* $50.00
   g. Transfer of Permit $50.00
   h. Failed inspection(s) *(per inspection)* $50.00
   i. Floodplain or damage pre-permit inspection, Fire or Structural *(Includes Trades), and Building Code, Life & Health Safety*..... $150.00
   j. After hours inspection *(beyond normal business hours)* $250.00
   k. Tagged property (yellow or red) and stop-work order *(per order)*..... $100.00
   l. Well/Test boring and abandonment application $100.00
   m. Building Safety/Milestone Report Review Fee $250.00

(5) "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.

   Zero percent (0%) post-disaster related permits and post-disaster after-the-fact permits, as approved by the Board of Commissioners after a disaster, will be charged at the regular rate after the timeframe has expired.

(6) 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.

(7) 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.

(8) 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.

R. Impact Fee Schedule

Impact fees were adopted beginning on April 1, 2022, and impact fees are updated annually beginning October 1st 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
Total	**$4.20**	**$5.60**	**$6.99**	**$8.39**	**$9.70**	**$11.20**	**$13.99**

**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
The Fourth of July
Additional event days as authorized by the BOCC by resolution.

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. *City-wide parking rate*..... $4.00/hr (minimum)

I. *Overnight Parking*..... $96.00/day
up to 7 days. Selective Surface Parking lots from 130th to Kitty Stuart Park.

J. *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.*

K. *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.*

L. *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 fee increasing from $4.00 per hour, the minimum charge for credit cards for half the time or thirty minutes is now $2.00.*

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

ARTICLE IV. FIRE DEPARTMENT

A. *Fire & Life Safety Inspection*

(1) Places of Assembly (Posted Occupant Load):
- a. Up to 49 People $50.00
- b. 50 – 149 People $100.00
- c. 150 People or More $150.00

(2) Residential structures, hotel/motel, timeshare, rentals/resort rentals (5 units or greater)
- a. 5 – 10 Units $100.00
- b. 11 – 20 Units $150.00
- c. 21 – 49 Units $200.00
- d. 50 or More Units $350.00

(3) Automotive and/or Marine Service or Storage Facilities $200.00

(4) Automotive and/or Marine Fueling Facilities $200.00

(5) Standalone Single Business:
- a. Up to 2,499 sq. ft $50.00
- b. 2,000 or more sq. ft $100.00

(6) Multiple Commercial/Businesses:
- a. Unoccupied, per suite $25.00
- b. Occupied, per suite $50.00

(7) Storage Facilities
- a. Up to 4,999 sq. ft $100.00
- b. 5,000 or more sq. ft $200.00

(8) Subsequent Fee for Each Return Inspection for Compliance $30.00

(9) Fire Department Red Tag/Stop Work Order $50.00

B. Fire Plan Review and Correlated Inspection(s)

(1) For Site Plans and Building Plans $0.05/sqft

(2) Other fire plans review (fire alarm, fire suppression, etc.) $250.00

(3) Failed inspections(s) (per each inspection).....$50.00

C. CPR Classes.

(1) Resident $25.00

(2) Non-resident.....$50.00

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

(1) First 4 Hours.....$1,000.00

(2) Each Additional Hour $250.00

(Res. 08.10, 09/23/2008)

E. Special Event Fee

(1) Fire Rescue Special Event (per Hour) $125.00

(2) Equipment Service Fee; Fuel, Oil, Maintenance, etc. (per unit per day).....$50.00

(3) Special Event Inspection; Cooking Tents, Food Trucks, etc. (per event).....$100.00

F. Short Term Vacation Rental Inspection - Annual (Air BNB, VRBO, etc.)..... $100.00

ARTICLE V. PARKS & RECREATION

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

A. Recreation.

(1) Adult Sports Registration:

a. Rate determined by sport, competitive analysis, and cost recovery.

i. Resident/Non-Resident Pricing model will be utilized.

(2) Youth Sports

a. Rate determined by sport, competitive analysis, and cost recovery.

i. Resident/Non-Resident Pricing model will be utilized.

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

a. Resident *(daily)* $9.00

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

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

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

B. Recreation Center and City Hall Rentals.
(Res. 2016-24, 07/12/2016; Res. 2015-21, 08/11/2-15; Res. 2014-53, 12/20/2014)

(1) Monday – Thursday rental period. Rental hours must include set-up and breakdown for all vendors and guests. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. In addition to the hourly rental rates, the City will also collect all required sales tax. Deposits may be refunded within thirty (30) days of an event.

a. Recreation Center Rooms (security deposits are refundable)
i. Boca View Hall w/ patio (*security deposit $200.00*.00) ..... $200.00/hr.
ii. Ocean Walk Room (*security deposit $200.00)* ..... $100.00/hr.
iii. Starboard Room (*security deposit $200.00)* ..... $50.00/hr.
iv. Outside Deck (*security deposit $400.00)* ..... $100.00/hr.

b. City Hall Rooms (security deposits are refundable)
i. City Centre Room (s*ecurity deposit $400.00)* ..... $250.00/hr.
(includes use of outside deck & restrooms)
ii. Commission Chambers* (*security deposit $200.00)* ..... $100.00/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. Security deposit may be refunded within thirty (30) days following an event.

a. Recreation Center Rooms (security deposits are refundable)
   i. Boca View Hall w/ patio *(security deposit $200.00)*..... $225.00/hr.
   ii. Ocean Walk Room *(security deposit $200.00)* ..... $125.00/hr.
   iii. Starboard Room *(security deposit $200.00)*.....*$*75.00/hr.
   iv. Outside Deck *(security deposit $200.00)*..... $125.00/hr.

b. City Hall Rooms (security deposits are refundable):
   i. City Centre Room *(security deposit $400.00)* ..... $275.00/hr. *(includes use of outside deck & restrooms)*
   ii. Commission Chambers* (*security deposit $200.00)* ..... *$*125.00/hr.

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

c. Resident discount on hourly rates.

(3) Cleaning Fees *(per location)*.....*$100.00*

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. For a resident, occupant or owner of a premise in the city to qualify for the declared disaster sanitation fee the following requirements must be met: (1) the premises must have a structure on it that is rendered unoccupied and uninhabitable due damage sustained from Hurricanes Helene or Milton; (2) there must be an active city permit for demolition or remodel/repair of the structure; (3) the resident, occupant or owner must complete an on-line application and receive approval of that application by the City in writing; (4) the resident, occupant or owner must not be residing on the premises. This requirement, for example, prohibits the resident, occupant or owner from residing in the structure, tent, camper, recreational vehicle or other living quarters whether temporary or permanent; (5) the resident, occupant or owner may not place any trash, trash container, debris, equipment, or other materials at curbside for city sanitation collection or removal. Upon approval of the declared disaster sanitation fee application the City will remove city issued trash and recycling containers. 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
     - Each additional cart per month.....$14.00
   - ii. 96 Gallon Cart.....$45.74
     - Each additional cart per month.....$14.00
   - iii. Declared Disaster Sanitation Fee.....$10.00

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
     - 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 (30 days).

B. Stormwater Utility Management

(1) Created.

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

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

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

(2) Schedule of Rates

(Res. 05.20, 09/14/2005)

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

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

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

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

Fractional remainders

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

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

(3) The minimum fee for developed property, whether residential or nonresidential, within the city is equal to the rate of one EDU subject to reduction as set forth in subsection (4) of this section.

(4) On-site stormwater quality management facilities reduction shall be allowed and calculated as follows:

i. In order to encourage the improvement of the quality of stormwater runoff, a reduction in the stormwater management utility fee is authorized for those developed properties which are addressed by a stormwater management facility designed and constructed for the purpose of stormwater pollution reduction.

ii. A reduction in fee is allowed for a particular developed property only if the stormwater runoff from the property is treated by a stormwater management facility that has been designed, constructed, and is maintained properly for the purpose of stormwater pollution reduction and adheres to the drainage requirements of the ten-year frequency, 60-minute storm event. If it is determined by the Director of Community Services that the stormwater management facility has not been, nor is currently being, properly maintained as designed, the Director of Community Services may disallow the on-site stormwater management facility credit.

iii. Specific stormwater treatment facilities that qualify for this reduction include, but are not limited to, retention or filtration ponds; front, rear, and side lot swales; mechanical treatment or separation facilities; or extensive improvement in the amount of pervious surfaces by the use of turf-block for parking areas, driveways, patios and sidewalks.

iv. For applicable properties, the fee shall be reduced by 25 percent. The reduced fee will, therefore, be calculated as the fee determined in this subsection multiplied by the factor of 0.75 (Fee 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.

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 ..... $257.01 /month

(5) Wet Slip non-Live-aboard $13.50/foot/month

(6) Boat Lift $17.00/foot/month

(7) Commercial non-live-aboard wet slip ..... $14.50 /foot/month

(8) Wet Slip Live – aboard $20.00/foot/month

(9) Dry Storage – under 26' boat length $172.90/month

(10) Dry Storage – 26'+ boat length $210.28/month

(11) Resident Dry Storage *(Limited to Madeira Beach Residents Only)* $130.84/month

(12) Dry storage for non-motorized boat* $28.17/month
   *a. *Kayaks, canoes, and small boat that can be carried by one (1) person.*

(13) Boat Ramp Fees
   a. Launch $4.67/day
   b. Launch and Park $14.02/day
   c. Holiday Launch and Park $18.69/day
   d. Resident Launch (New) $1.87
   e. Resident Launch & Park (New) $9.35

(14) Late Fee $30.00

(15) Residents with recreational vehicles and motor homes and boat displaced by City Road and/or Stormwater construction will be provided free storage space for those vehicles.

(16) Fuel Discounts -Maximum discount per gallon $0.30/gal

a. Commercial $0.20/gal
b. Gulf of Mexico Commercial FishingFleet 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

NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA

Item 10A.

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

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing for the adoption of proposed Ordinance 2025-18 on Wednesday, November 12, 2025, 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 titles of said Ordinances are as follows:

ORDINANCE 2025-18

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR A CHANGE TO THE BUILDING PERMIT FEE WAIVER DATE; REPEALING ORDINANCE 2025-13; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinance. A copy of the proposed Ordinance is available for inspection in the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, and in the meeting packet on the City's website at https://madeirabeach-fl.municodemeetings.com/.

If you would like more information regarding the proposed Ordinance 2025-18, please contact Community Development Director Marci Forbes at (727) 313-0126 or email mforbes@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and on the City's website: https://madeirabeach-fl.municodemeetings.com/

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a 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 accommodations to participate in this meeting should contact the City Clerk's office no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 231 or 232 or email a written request to cvanblargan@madeirabeachfl.gov.

Memorandum
Meeting Details: November 12, 2025 - Board of Commissioners Regular Meeting
Prepared For: Honorable Mayor Brooks and the Board of Commissioners
From: Community Development Department
Subject: Ordinance 2025-19 C-3, Zoning District Setbacks, 1st Reading and Public Hearing

Discussion:

The City received a Text and Land Development Regulation Amendment Application requesting a reduction to the front yard and side yard setbacks in the C-3, Retail Commercial Zoning District. The proposed amendment would reduce the front yard setback from 25 feet to 10 feet. Also, the proposed amendment would reduce the side yard setback from 10 feet to 5 feet on lots less than 120 feet wide for multifamily, temporary lodging units, and mixed-use developments. For lots greater than 120 feet, the minimum side yard setback would stay the same, but the requirement of 33 percent of the lot width shall be reserved for side yard setback would be removed. An additional five-feet of setback will still be required along the length of the entire shared lot line between a nonresidential use and a residential use.

This proposed amendment is consistent with the Madeira Beach Comprehensive Plan, Madeira Beach Town Center Special Area Plan, and the proposed Madeira Beach Master Plan. Located below are goals, policies, and objectives that support this proposed amendment.

Madeira Beach Town Center Special Area Plan

• Throughout the Town Center, building setbacks should be no more than 20 feet

Madeira Beach Comprehensive Plan

Objective 4.1.9:

Redevelopment that is designed and constructed as orderly, planned, mixed-use development featuring pedestrian friendly design and protection of the natural environment.

Policy 4.1.9.1:

Redevelopment is encouraged in the following areas:

- The area of 137th Avenue Circle, east of Gulf Boulevard.
- The Madeira Way Redevelopment Area—the area formed by Gulf Boulevard, 153rd Avenue, Madeira Way, and 150th Avenue to the Tom Stuart Causeway Bridge.

Policy 4.1.9.3:

Enforce provisions that encourage redevelopment and revitalization through the use of the Residential/Office/Retail future land use plan category.

Proposed Madeira Beach Master Plan

Development and Redevelopment

3. Encourage Mixed-Use Development with Active Ground Floors Retail

3.2 Establish development standards that help create mixed-use development and encourage local businesses to invest in Madeira Beach

Economic and Business Development

2. Ensure Madeira Beach Continues to be an attractive place to start and run a small, local business

2.5 Review and amend LDRs that encourages mixed-use development and commercial spaces for local businesses and start-ups

Recommendation(s):

City Staff recommends the approval of Ordinance 2025-19 C-3, Zoning District Setbacks.

Fiscal Impact or Other:

The business impact estimate is attached to this memo.

Attachments:

Ordinance 2025-19 C-3, Zoning District Setbacks

Forward Pinellas CD 25-04

Ordinance 2025-19 Business Impact Estimate

TCH 2025-01 C-3, Zoning District Setbacks Application

Madeira Beach Zoning Map

ORDINANCE 2025-19

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, AMENDING CHAPTER 110 (ZONING) ARTICLE V. – DISTRICTS, DIVISION 7. - C-3, RETAIL COMMERCIAL, SECTION 110-321. - SETBACK REQUIREMENTS, OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO REDUCE THE FRONT AND SIDE SETBACKS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city received an application for a text amendment to the Land Development Regulations to modify the front yard and side yard setback requirements in the C-3, Retail Commercial Zoning District; and

WHEREAS, City staff has reviewed the proposed amendments and found the changes to be acceptable; and

WHEREAS, many existing lots within the C-3, Retail Commercial Zoning District are smaller and face constraints in redevelopment due to current setback requirements; and

WHEREAS, reducing front yard and side yard setbacks can promote a more pedestrian-friendly and compact urban form consistent with the purpose and intent of the C-3, Retail Commercial Zoning District purpose; and

WHEREAS, the proposed amendments were reviewed by the Planning Commission at a public hearing; and

WHEREAS, the Planning Commission recommended approval of the proposed amendments; and

WHEREAS, the Board of Commissioners conducted two public hearings, received public input, and considered the proposed changes prior to the adoption of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS

OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

Section 1. That Chapter 110 (Zoning) Article V. – Districts, Division 7. - C-3, Retail Commercial, Section 110-321 - Setback Requirements, of the Land Development Regulations of the City of Madeira Beach is hereby amended to read as follows:

Sec. 110-321. Setback requirements.

The following minimum setbacks shall apply in the C-3, retail commercial district:

(1) Front yard: ~~25 feet~~ 10 feet, measured from right-of-way to structure.

(2) Rear yard: ~~ten~~ 10 feet, except waterfront lots which will have a rear setback of 18 feet.

(3) Side yard:

a. All permitted uses except multifamily/~~tourist dwelling~~ temporary lodging units/mixed use will have a side yard setback of ~~ten~~10 feet.

b. Multifamily/~~tourist dwelling~~ temporary lodging units/mixed use:

1. For proposed uses located on ~~properties~~ lots ~~between 60 and~~ equal to or less than 80 feet in width, the minimum side yard setback shall be ~~ten feet~~ 5 feet.

2. For lots greater than 80 feet in width, the minimum side yard setback is as follows:

~~3. A total of 33 percent of the lot width shall be reserved for side yard setbacks. In no event shall one side be less than the following:~~

i. Lots greater than 80 feet in width but equal to or less than 120 feet in width: ~~10 feet~~ 5 feet.

ii. Lots greater than 120 feet in width but equal to or less than 240 feet in width: 15 feet.

iii. Lots greater than 240 feet in width ~~or greater~~: 20 feet.

3. Corner lots shall have a street side yard setback that is a minimum of 10 feet and an interior side yard setback that meets the minimum required by lot width.

Section 2. For purposes of codification of any existing section of the City of Madeira Beach Land Development Regulations 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 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 _____, 2025.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

ORDINANCE 2025-19

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, AMENDING CHAPTER 110 (ZONING) ARTICLE V. – DISTRICTS, DIVISION 7. - C-3, RETAIL COMMERCIAL, SECTION 110-321. - SETBACK REQUIREMENTS, OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO REDUCE THE FRONT AND SIDE SETBACKS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; 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[1] 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. Development orders and development permits as those terms are defined in Section 163.3164, Florida Statutes, and development agreements as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;
  b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party;
  c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] 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):

Ordinance 2025-19, C-3 Zoning District Setbacks implements the request from Text/Land Development Regulation Amendment Application TCH 2025-01 to reduce front yard setback and side yard setback in the C-3, Zoning District. City Staff supports this request since it would allow for pedestrian oriented mixed use development in the C-3, Zoning District.

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

This proposed ordinance would not have a negative financial impact on private businesses. There are not any increased regulatory costs for the City of Madeira Beach to enforce this ordinance.

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

The proposed ordinance would not have a negative impact on any business in the C-3, Zoning District.

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

This proposed ordinance supports the Development and Redevelopment Vision and Economic and Business Development Vision from the proposed Madeira Beach Master Plan.

FORWARD PINELLAS
P: (727) 464.8250
F: (727) 464.8212
forwardpinellas.org
310 Court Street
Clearwater, FL 33756

October 13, 2025

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

RE: Review of ordinances from the City of Madeira Beach (ORDINANCE 2025-19)

Dear Andrew,

Thank you for submitting the proposed amendments to the Madeira Beach Code of Ordinances regarding reduction of front yard and side yard setbacks in the city's C-3 Zoning District. The amendments are consistent with the Countywide Rules, with comments as follows:

- These proposed text amendments address setback requirements, aligning with the Countywide Rules.

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

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

Sincerely,

Emma Wennick

Emma Wennick
Program Planner

TCH# 2025-01

CITY OF MADEIRA BEACH
PLANNING & ZONING DEPARTMENT
300 MUNICIPAL DRIVE ♦ MADEIRA BEACH, FLORIDA 33708
(727) 391-9951 EXT. 244
planning@madeirabeachfl.gov

TEXT/LAND DEVELOPMENT REGULATIONS AMENDMENT APPLICATION

☒ **Text/Land Development Regulations Amendment $1,500.00**

Applicant: Dave Wonsick

Address: 15227 Gulf Blvd, Madeira Beach, Florida

Telephone: 727-686-6229 **Email:** dwonsick@yahoo.com

Proposed Text/Land Development Regulations Amendment

Chapter: Chapter 110

Article: Division 7. C-3 Retail Commercial

Section: Section 110-321. Setback Requirements

Requested Change: Reduce the front setback from 25'-0" to 10'-0".

Reduce the side setback from 10'-0" to 5'-0'

On a separate page, include a draft of the proposed land development regulation text amendment with deletions shown as ~~strikethrough~~, and additions underlined using red text):

***REQUIRED:** Please attach required supporting materials (**draft of the proposed land development regulation text amendment**) and any other materials the applicant wishes to present. *

Please review the below section on Amendments

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.

Madeira Beach Code of Ordinances

ARTICLE III. AMENDMENTS[1]

Sec. 86-101. Initiation.

The board of commissioners may, from time to time, on its own motion, or on petition, or on recommendation of the local planning agency, amend, supplement or repeal the regulations and provisions of the land development regulations after public notice and hearings as provided by law.

(Code 1983, § 20-1301; Ord. No. 1050, § 5, 8-9-05)

Sec. 86-102. Review by local planning agency.

(a) Every such proposed amendment or change whether initiated by the board of commissioners or by petition, shall be referred to the local planning agency for report thereon. Referral to the local planning agency shall be made 30 days before the public hearing provided for in this article. If the local planning agency shall fail to submit such report, it shall be deemed that the local planning agency has approved the proposed amendment or change.

(b) When a petitioned amendment or change has been denied by the local planning agency, the applicant may appeal such denial to the board of commissioners provided, however, such appeal is filed within 30 days of the local planning agency's actions.

(Code 1983, § 20-1302; Ord. No. 1050, § 5, 8-9-05)

Editor's note(s)—Ord. No. 1050, § 5, adopted August 9, 2005, changed the title of § 86-102 from "Review by planning commission" to "Review by local planning agency."

Charter reference(s)—Planning commission, § 12.2.

Sec. 86-103. Public notice and hearing.

The board of commissioners by motion adopted at a stated meeting shall fix the time and place of a public hearing on the proposed amendments, and shall cause public notice to be given.

(Code 1983, § 20-1303)

Sec. 86-104. Procedure.

All changes, amendments or supplements to the land development regulations and to the zoning map, which forms a part thereof, shall be adopted in accordance with the procedures set forth in this article. A protest against such change, signed by the owners of 20 percent or more of the area within 500 feet of the property lines included in such proposed change, will require a favorable vote of four members of the board of commissioners. All changes except as stated above will require a favorable rate of a majority of the board of commissioners.

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[1]Charter reference(s)—Amendments, § 12.8.

State law reference(s)—Ordinance adoption procedures, F.S. § 166.041.

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(Code 1983, § 20-1304)

Charter reference(s)—Amendment procedure, § 12.8.

Sec. 86-105. Appeals.

Any person or persons aggrieved by the land development regulations or any of its terms and provisions, before presenting their grievance to any circuit court or other court of competent jurisdiction attacking the land development regulations, or any of its terms and provisions, shall first apply to the local planning agency of the city for relief, including taking an appeal to the board of commissioners of the city, or petitioning the special magistrate for relief as in such cases made and provided.

(Code 1983, § 20-1305; Ord. No. 1050, § 5, 8-9-05; Ord. No. 1071, § 3, 2-28-06)

Charter reference(s)—Appeals, § 12.8.

Secs. 86-106—86-140. Reserved.

Continue to next page…

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.

TCH# 2025-01

OWNER CERTIFICATION

I hereby certify that I have read and understand the contents of this application, the answers to the questionnaire and that this application, together with all supplemental data and information I submitted, is a true representation of the facts concerning this request; that this application is made with my approval, as owner and applicant, as evidenced by my signature below.

I acknowledged that the filing 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, regulations, and statutes pertaining to this application and the subject property.

Property Owner's Signature: Dave Worsh Date: 9/26/25

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online authorization, by _____, who ☒ is personally known to me or ☐ has produced _____ as identification, this 26 day of SEPTEMBER, 20 25.

(notary signature)

Commission Expires: 9/10/26

Stamp

MICHAEL KELLER
Notary Public - State of Florida
Commission # HH 299015
My Comm. Expires Sep 10, 2026
Bonded through National Notary Assn.

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.*

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.

DIVISION 7. C-3, RETAIL COMMERCIAL

Sec. 110-316. Definition; purpose and intent.

The C-3, retail commercial district provides service to both permanent and transient residents where a full range of urban services and a high degree of accessibility is required. The C-3, retail commercial district correlates with the commercial general (CG), residential/office/retail (R/O/R), and planned redevelopment-mixed use (PR-MU) future land use categories of the City of Madeira Beach Comprehensive Plan and the retail and services (R&S) and activity center (AC) plan categories in the countywide plan.

(Code 1983, § 20-404; Ord. No. 1138, § 7, 12-9-08; Ord. No. 2022-10, § 1, 5-11-22; Ord. No. 2023-29, § 1, 12-13-23; Ord. No. 2024-13, § 1, 9-11-24)

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

Sec. 110-317. Permitted uses.

The permitted uses in the C-3, retail commercial district are as follows:

(1) Retail commercial, and personal service/office support.

(2) Office and business service.

(3) Multifamily residential and vacation rental.

(4) Temporary lodging.

(5) Restaurants.

(6) Adult entertainment establishments (article VI, division 13 of this chapter).

(7) Townhouses (see chapter 110, Zoning, article VI, Supplementary District Regulations, division 10, Specific Development Standards, subdivision III, Townhouses, for additional standards).

(Code 1983, § 20-404; Ord. No. 2023-29, § 1, 12-13-23; Ord. No. 2024-13, § 1, 9-11-24)

Sec. 110-318. Accessory uses.

The accessory uses in the C-3, retail commercial district are as follows:

(1) Off-street parking and loading/unloading.

(2) Nonresidential signs.

(3) Essential services.

(4) Other accessory uses customarily permitted.

(5) Boat slips associated with a permitted business use, not for rental or commercial marine activities.

(Code 1983, § 20-404)

Sec. 110-319. Special exception uses.

Upon application for a special exception to the special magistrate and favorable action thereon, the following uses may be permitted in the C-3, retail commercial district:

(1) Service stations.

(2) Commercial recreation provided that such facilities shall not be permissible when the underlying future land use category is R/O/R.

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

(4) Public service facilities.

(5) Drive-in or drive-through retail commercial, and personal service

(6) Private fraternal, social and recreational clubs.

(7) Outdoor storage areas, provided that the outdoor storage use is an accessory, is limited to areas in the CG land use category, and does not exceed 20 percent of the area of the building which is the principal use on the site.

(8) Single-family or duplex.

(9) Private schools.

(10) Exhibition of reptiles by permit.

(11) Open rooftop, balcony and elevated terrace use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.

(Code 1983, § 20-404; Ord. No. 1138, § 7, 12-9-08; Ord. No. 2015-03, § 1, 2-24-15; Ord. No. 2023-29, § 1, 12-13-23; Ord. No. 2024-13, § 1, 9-11-24)

Sec. 110-320. Building site area requirements.

The minimum building site area requirements in the C-3, retail commercial district are as follows:

(1) Lot size:

a. For all uses except multifamily, vacation rental and temporary lodging units: 4,000 square feet.

b. Duplex and triplex units: 3,000 square feet per dwelling unit.

c. Multifamily and vacation rental units and above: 2,420 square feet per dwelling unit.

d. Public service facilities: Shall not exceed a maximum area of five acres. Like uses or contiguous like uses in excess of this threshold shall require the parcel to be amended to the P-SP zoning district and the appropriate land use category.

(2) Lot width:

a. All permitted uses except multifamily, vacation rental and temporary lodging units: 40 feet.

b. Multifamily, vacation rental and temporary lodging units: 60 feet.

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

(4) For properties located in the commercial general (CG) future land use category in the comprehensive plan, the density is a maximum of 15 residential dwelling units 15 vacation rental units, or 40

temporary lodging units per acre. Alternative temporary lodging use standards are allowed as detailed in subsection 110-326(f).

(5) For properties located in the residential/office/retail (R/O/R) future land use category in the comprehensive plan, the maximum density is 18 residential dwelling units, 18 vacation rental units, or 40 temporary lodging units per acre. Alternative temporary lodging use standards are allowed as detailed in subsection 110-326(g).

(6) For properties located in the commercial core district of the planned redevelopment-mixed use (PR-MU) future land use category of the comprehensive plan, the maximum density is 15 residential dwelling units, 15 vacation rental units, and 60 temporary lodging units per acre.

(7) For properties located in the transition district of the planned redevelopment-mixed use (PR-MU) future land use category of the comprehensive plan, the maximum density is 15 residential dwelling units, 15 vacation rental units, and 60 temporary lodging units per acre.

(Code 1983, § 20-404; Ord. No. 1043, § 2, 6-14-05; Ord. No. 1138, § 7, 12-9-08; Ord. No. 2022-10, § 2, 5-11-22; Ord. No. 2023-29, § 1, 12-13-23; Ord. No. 2024-13, § 1, 9-11-24)

Sec. 110-321. Setback requirements.

The following minimum setbacks shall apply in the C-3, retail commercial district:

(1) Front yard: ~~25 feet~~ 10 feet, measured from right-of-way to structure.

(2) Rear yard: ten feet, except waterfront lots which will have a rear setback of 18 feet.

(3) Side yard:

a. All permitted uses except multifamily/tourist dwelling units will have a side setback of ten feet.

b. Multifamily/tourist dwelling units:

1. For proposed uses located on properties between 60 and 80 feet in width, the minimum side yard setback shall be ten feet.

2. For lots greater than 80 feet in width, the minimum side yard setback is as follows:

3. ~~A total of 33 percent of the lot width shall be reserved for side yard setbacks.~~ In no event shall one side be less than the following:

i. Lots less than 120 feet: ~~10 feet~~ 5 feet.

ii. Lots less than 240 feet: 15 feet.

iii. Lots 240 feet or greater: 20 feet.

(Code 1983, § 20-404)

Sec. 110-322. Maximum building height.

(1) Properties in the commercial general (CG) or residential/office/retail (R/O/R) future land use category of the comprehensive plan other than multifamily or temporary lodging uses shall have a maximum building height of 34 feet from design flood elevation (DFE).

(2) Properties in the commercial general (CG) or residential/office/retail (R/O/R) future land use category of the comprehensive plan with a multifamily or temporary lodging use shall have a maximum building height of 44 feet from design flood elevation (DFE).

(3) Properties located in the planned redevelopment-mixed use (PR-MU) future land use category of the comprehensive plan shall have a maximum building height of:

a. Commercial Core: three stories from base flood elevation (BFE).

b. Transition District: two stories from base flood elevation (BFE).

(Code 1983, § 20-404; Ord. No. 2021-23, § 1, 11-10-21; Ord. No. 2022-10, § 3, 5-11-22; Ord. No. 2024-13, § 1, 9-11-24)

Sec. 110-323. Maximum lot coverage.

The maximum lot coverage in the C-3, retail commercial district is based on the use and future land use categories in the comprehensive plan as follows:

(1) Commercial general (CG) commercial use: the floor area ratio (FAR) is 0.55.

(2) Residential/office/retail (R/O/R) commercial use: the floor area ratio (FAR) is 0.55.

(3) Planned redevelopment-mixed use (PR-MU) commercial core district: the floor area ratio (FAR) is 1.2.

(4) Planned redevelopment-mixed use (PR-MU) transition district: the floor area ratio (FAR) is 1.2.

(Code 1983, § 20-404; Ord. No. 1138, § 7, 12-9-08; Ord. No. 2022-10, § 4, 5-11-22; Ord. No. 2023-29, § 1, 12-13-23; Ord. No. 2024-13, § 1, 9-11-24)

Sec. 110-324. Impervious surface ratio (ISR).

(a) For properties located in the commercial general (CG) or residential/office/retail (R/O/R) future land use categories of the comprehensive plan the impervious surface ratios (ISR) are:

(1) The impervious surface ratio (ISR) for all uses, other than temporary lodging units, is 0.70.

(2) The impervious surface ratio (ISR) for temporary lodging units is 0.85.

(b) For properties located in the planned redevelopment-mixed use (PR-MU) future land use category the impervious surface ratios (ISR) are:

(1) Commercial core district: the impervious surface ratio (ISR) is 0.85.

(2) Transition district: the impervious surface ratio (ISR) is 0.70.

(Code 1983, § 20-404; Ord. No. 1138, § 7, 12-9-08; Ord. No. 2024-13, § 1, 9-11-24)

Sec. 110-325. Buffering requirements.

(a) Parking lots/garages for temporary lodging and nonresidential uses in the C-3, retail commercial district shall be designed to minimize their impacts to any adjacent residential uses as established in the land development regulations.

(b) During the development process, existing curb cuts in the C-3, retail commercial district shall be reoriented, if necessary, to minimize the negative impact on adjacent properties.

(c) All development within the C-3, retail commercial district in this category will meet or exceed the buffering/landscape requirements as outlined in chapter 106, article II.

(Code 1983, § 20-404; Ord. No. 2023-29, § 1, 12-13-23)

Sec. 110-326. Special requirements.

(a) In the C-3, retail commercial district residential dwelling units, vacation rental units, and temporary lodging units are permitted above first-floor commercial or office units.

(b) No structure in the C-3, retail commercial district may be wider than 150 feet parallel to the front yard right-of-way. If two structures are proposed on the same lot or parcel, the buildings shall be separated by a minimum of ten feet.

(c) When a proposed nonresidential use in the C-3, retail commercial district abuts a residential use an additional five-foot setback is required along the length of the entire shared lot line. This additional setback will be utilized to provide additional landscaped screening.

(d) Mixed uses in a single development shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the gross land area of the property.

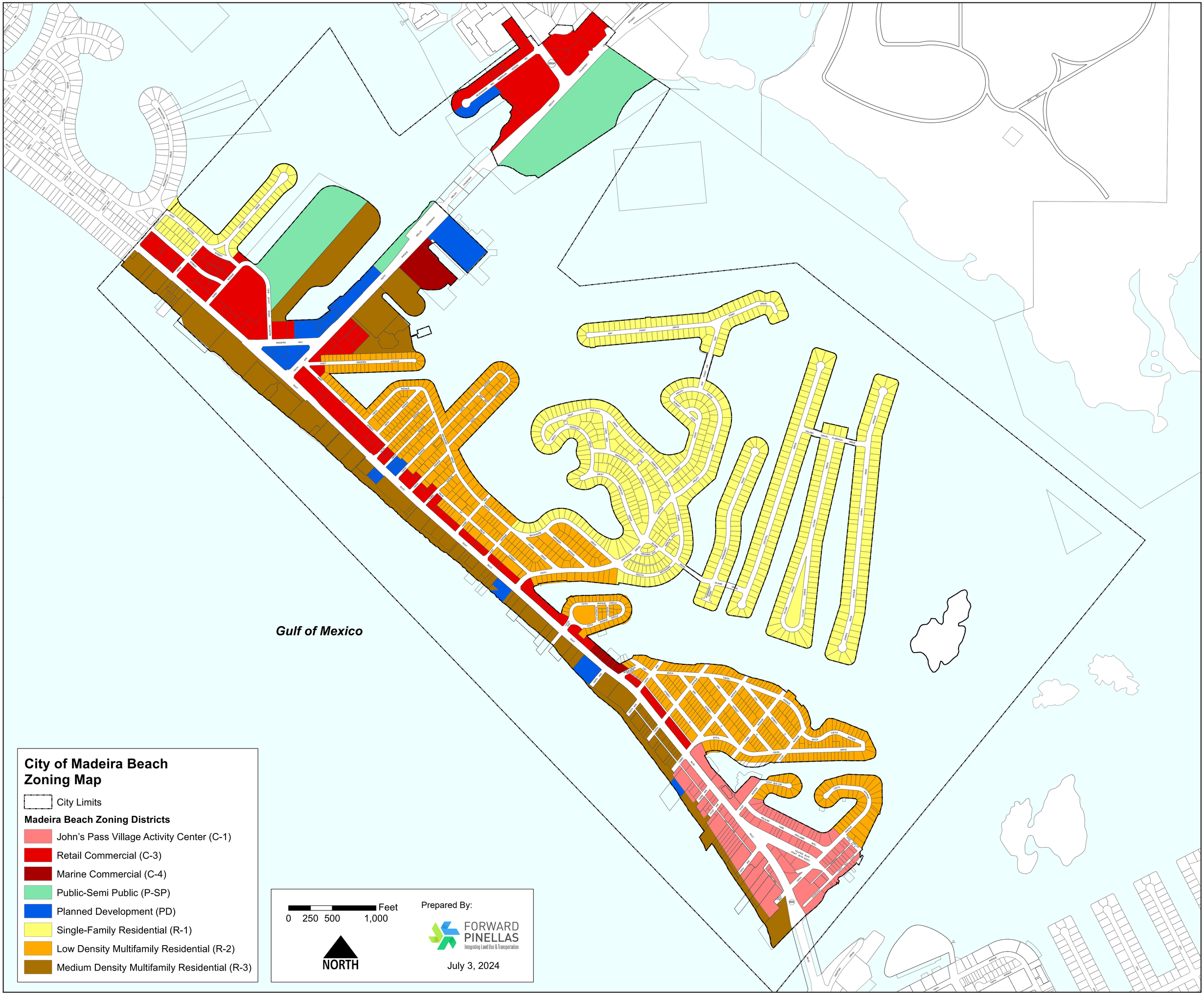
(e) Institutional, other than public educational facilities shall not exceed a maximum area of five acres. Transportation and/or utility uses shall not exceed a maximum area of three acres.

(f) In the commercial general (CG) future land use category of the comprehensive plan, alternative temporary lodging use standards allows 60 temporary lodging units per acre and a FAR of 1.2. A development agreement is required by the city's land development regulations and Forward Pinellas' Countywide Rules to use the alternative temporary lodging use standard. The development agreement must follow all required standards in Forward Pinellas Countywide Rules to use the alternative temporary lodging use standards.

(g) In the residential/office/retail (R/O/R) future land use category of the comprehensive plan, alternative temporary lodging use standards allows 60 temporary lodging units per acre and a FAR of 1.2. A development agreement is required by the city's land development regulations and Forward Pinellas' Countywide Rules to use the alternative temporary lodging use standard. The development agreement must follow all required standards in Forward Pinellas Countywide Rules to use the alternative temporary lodging use standards.

(Code 1983, § 20-404; Ord. No. 1138, § 7, 12-9-08; Ord. No. 2022-10, § 5, 5-11-22; Ord. No. 2023-29, § 1, 12-13-23; Ord. No. 2024-13, § 1, 9-11-24)

Secs. 110-327—110-345. Reserved.


Gulf of Mexico
City of Madeira Beach
Zoning Map
City Limits
Madeira Beach Zoning Districts
John's Pass Village Activity Center (C-1)
Retail Commercial (C-3)
Marine Commercial (C-4)
Public-Semi Public (P-SP)
Planned Development (PD)
Single-Family Residential (R-1)
Low Density Multifamily Residential (R-2)
Medium Density Multifamily Residential (R-3)
0 250 500 1,000 Feet
NORTH
Prepared By:
FORWARD PINELLAS
Integrating Land Use & Transportation
July 3, 2024

Memorandum

Meeting Details: November 12, 2025 – BOC Regular Meeting

Prepared For: Honorable Mayor Brooks and Board of Commissioners

From: Community Development Department

Subject: A public hearing for a Special Food Service Establishment (4COP) Alcoholic Beverage License with stated intent to sell beer, wine, and liquor for consumption on the relocated premises of the Saltwater Hippie Beach Bar 15045 Madeira Way, Madeira Beach, Florida, 33708

Background:

Pursuant to Land Development Regulations Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2025-05, is requesting authorization from the Board of Commissioners for the approval of a Special Food Service Establishment (4COP) Alcoholic Beverage License with stated intent to sell beer, wine, and liquor for consumption on premises at the Saltwater Hippie Beach Bar located at 15045 Madeira Way Madeira Beach, Florida, 33708. The property is located in the C-3, Retail Commercial Zoning District and has a Future Land Use designation of Planned Redevelopment-Mixed Use, PR-MU.

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.

The property has the Future Land Use designation of Planned Redevelopment-Mixed Use and is surrounded by other properties with this Future Land Use designation. The Planned Redevelopment-Mixed Use Future Land Use designation is given to properties located within the Madeira Beach Town Center Special Area Plan. This property is in the Commercial Core District of the Madeira Beach Town Center Special Area Plan. This district supports Commercial uses and Commercial/mixed-uses that are walkable. There are other nearby businesses that sell alcohol. A

bar restaurant that serves beer, wine, and liquor would be an acceptable use for the property and would not 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.

The Saltwater Hippie Beach Bar will be moving into a location previously occupied by the Brass Captain and Collete's Fashion and Swimwear. The former Saltwater Hippie Beach Bar is being demolished before the construction of the Beachmaker Resort begins. The Brass Captain was previously approved for a Special Food Service Establishment (4COP) Alcoholic Beverage License. The intensity of the alcoholic beverage license use is not increasing since it is the same type of license, but there will be an increase in the number of indoor seats compared to the previously approved alcoholic beverage license. The expansion of indoor seating would be within the existing commercial structure and be replacing a previous commercial retail use. Since the increase in interior seating is within the existing commercial structure and replacing a previous commercial retail use, we do not foresee there would be additional congestion beyond the site capacity or present a safety hazard.

Properties located within the Madeira Beach Town Center Special Area Plan have a reduced parking requirement that is 50% less than other areas of Madeira Beach. Included in the memo is the parking table from Saltwater Hippie's approved Site Plan. The parking info table lists the various uses in the shopping plaza and the parking requirements for each use. The proposed use would meet the parking requirements located in the Madeira Beach Code of Ordinances *Article VII - Off-Street Parking and Loading*.

Table 1

Saltwater Hippie Site Plan Parking Info Table

PARKING INFO

PARKING CODE (INCLUDING 50% REDUCTION):

SIT DOWN RESTAURANT, BAR, LOUNGE, NIGHT-CLUB 1.0 PER 8 SEATS, PLUS 1.0 SPACE FOR EACH 4 EMPLOYEES. OPEN ENTERTAINMENT SPACE IS 1.0 SPACE PER 120 SQUARE FEET.

RETAIL AND SERVICES 1.0 PER 600 SQUARE FEET GFA, INCLUDING OUTDOOR AREA USED

SALTWATER HIPPIE BAR/RESTAURANT

INTERIOR SEATS = 119 SEATS
EXTERIOR SEATS = 60 SEATS
TOTAL = 179 SEATS = (23 SPACES)

ENTERTAINMENT SPACE = 536 SF (SEE HATCHED AREA) = (5 SPACES)

NUMBER OF EMPLOYEES PER SHIFT = 8 EMPLOYEES = (2 SPACES)

30 PARKING SPACES REQUIRED

SALTWATER HIPPIE RETAIL STORE

1,675 SF ÷ 1 PER 600 SF = 3 PARKING SPACES REQUIRED

DIVE SHOP

1,419 SF ÷ 1 PER 600 SF = 3 PARKING SPACES REQUIRED

POST OFFICE

6,265 SF ÷ 1 PER 600 SF = 11 PARKING SPACES REQUIRED

TOTAL REQUIRED PARKING SPACES = 47 PARKING SPACES

TOTAL NUMBER SPACES ON BOTH PROPERTIES = 57 SPACES
NUMBER OF PARKING SPACES ON SOUTH PROPERTY(POST OFFICE) = 11 SPACES
NUMBER OF PARKING SPACES ON NORTH PROPERTY = 46 SPACES

NUMBER OF SPACES ALONG MADEIRA WAY = 15 SPACES

ALL PARKING SPACES ARE EXISTING EXCEPT FOR 3 NEW HANDICAP PARKING SPACES. 5 EXISTING PARKING SPACES WERE REMOVED TO HANDLE 3 NEW HANDICAP PARKING SPACES.

3 HANDICAP SPACES ARE REQUIRED FOR PARKING LOTS WITH 51-75 SPACES ONE OF WHICH SHALL BE SERVED BY AN ACCESS AISLE 96 INCHES WIDE MINIMUM AND SHALL BE DESIGNATED "VAN ACCESSIBLE." (SEC. 110-975)

2 1

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

The Brass Captain was previously using this location and had the same type of alcoholic beverage license. The Saltwater Hippie Beach Bar has an active remodel permit and is making improvements to the existing structure that will not exceed the FEMA 50% rule. The proposed use would be compatible with the existing structure and with the zoning and future land use designations for the property. The property is not located within 500 feet of a church, synagogue, temple, or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center.

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

The requested license is not anticipated to adversely affect public safety. For Special Food Service Establishment (4COP) Alcoholic Beverage Licenses, the state of Florida requires at least 51% of gross food and beverage sales revenue to come from the sale of food and nonalcoholic beverages. The previous tenant Brass Captain had a Special Food Service Establishment (4COP) license. The proposed request would not adversely affect public safety more than the previously approved alcoholic beverage license use at this location.

(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, Beach Bar LLC, does not owe any outstanding charges, fees, interest, fines, or penalties to the city.

Fiscal Impact:

N/A

Recommendation(s):

City Staff recommends the approval of ABP 2025-05 Beach Bar LLC.

Attachments:

Local Application

Approved Site Plan

Public Notice Mailing and Posting

ABP #: 2025-05

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

Beach Bar LLC
Beach Builders 101 150th Ave
Madeira Beach FL 33708

Telephone: 727-367-3000
Email: lmiller@karnsenterprises.com
wkarns@karneterprises.com

Property Owner: Name and Address

Huntington Hotel Group Corp
643 De Soto Drive Tierra Verde FL 33715

Telephone: 727-687-9270
Email: gwavedbs@aol.com

Type of Ownership: ☐ Individual ☐ Partnership ☐ Corporation ☑ LLC

Name of Business: Beach Bar LLC Business Phone: 727-367-3000

Parcel Identification: 09-31-15-54180-000-0021

Legal Description: MADEIRA BEACH COMMERCIAL CENTER W 178FT OF TRACT B

Number of Seats: Inside: 119 Outside: 60

Number of Employees: 45 total

Zoning District: Retail commerical

Future Land Use: no change

Classification:

☐ Package store, beer & wine ☐ Retail Store, beer, wine ☑ Bar

☐ Package store, beer, wine, liquor ☑ Restaurant ☐ Hotel Restaurant

☐ Club ☐ Charter Boat/Party Boat ☐ Hotel

Alcoholic Beverage License Type: 4COP - SFS

Number of Parking Spaces: 57 Handicap Parking Spaces: 3 Bike Racks: 1

Motorcycle Parking Spaces: NA Total Amount of Parking Spaces: 57

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.

ABP #: 2025-05

Hours of Operation:

Monday:	11am-3am
Tuesday:	11am-3am
Wednesday:	11am-3am
Thursday:	11am-3am
Friday:	11am-3am
Saturday:	11am-3am
Sunday:	11am-3am

General Description of Business: Restaurnt service restaurant with beer and liquor serive

Supporting Materials Required:

- ☑ Property Owner's Written Approval
- ☑ Property Survey (With Total Parking Count)
- ☑ Site Plan
- ☑ State Application and Floor Plan

Consideration of alcoholic beverage application: 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.

ABP #: 2025-05

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: 10/10/2025

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ABP #: 2025-05

****For City of Madeira Beach Use Only****

Fee: $1,000.00 ☒ Check #2502 ☐ Cash ☐ Receipt # _____

Date Received: 10/14/25 Received by: Lisa Schuermann

ABP# Assigned: _____

BOC Hearing Date: _____ ☐ Approved ☐ Denied

_____ Date: _____

Community Development Director

_____ Date: _____

City Manager

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.

ABP #: 2025-05

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: 10/10/2025

STATE OF Florida

COUNTY OF Pinellas

Before me, this 10th day of October, 2025, appeared in person

William Karns
(name of applicant)

who , being sworn, deposes and says that the forgoing is true and correct certification and who is ✓ personally know to me or has produced _____ as identification.

Leslie S. Miller
(notary signature)

Commission Expires: 10/24/2028

Stamp

LESLIE S. MILLER
Notary Public - State of Florida
Commission # HH 565921
My Comm. Expires Oct 24, 2028
Bonded through National Notary Assn.

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.

ABP #: 2025-05

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*

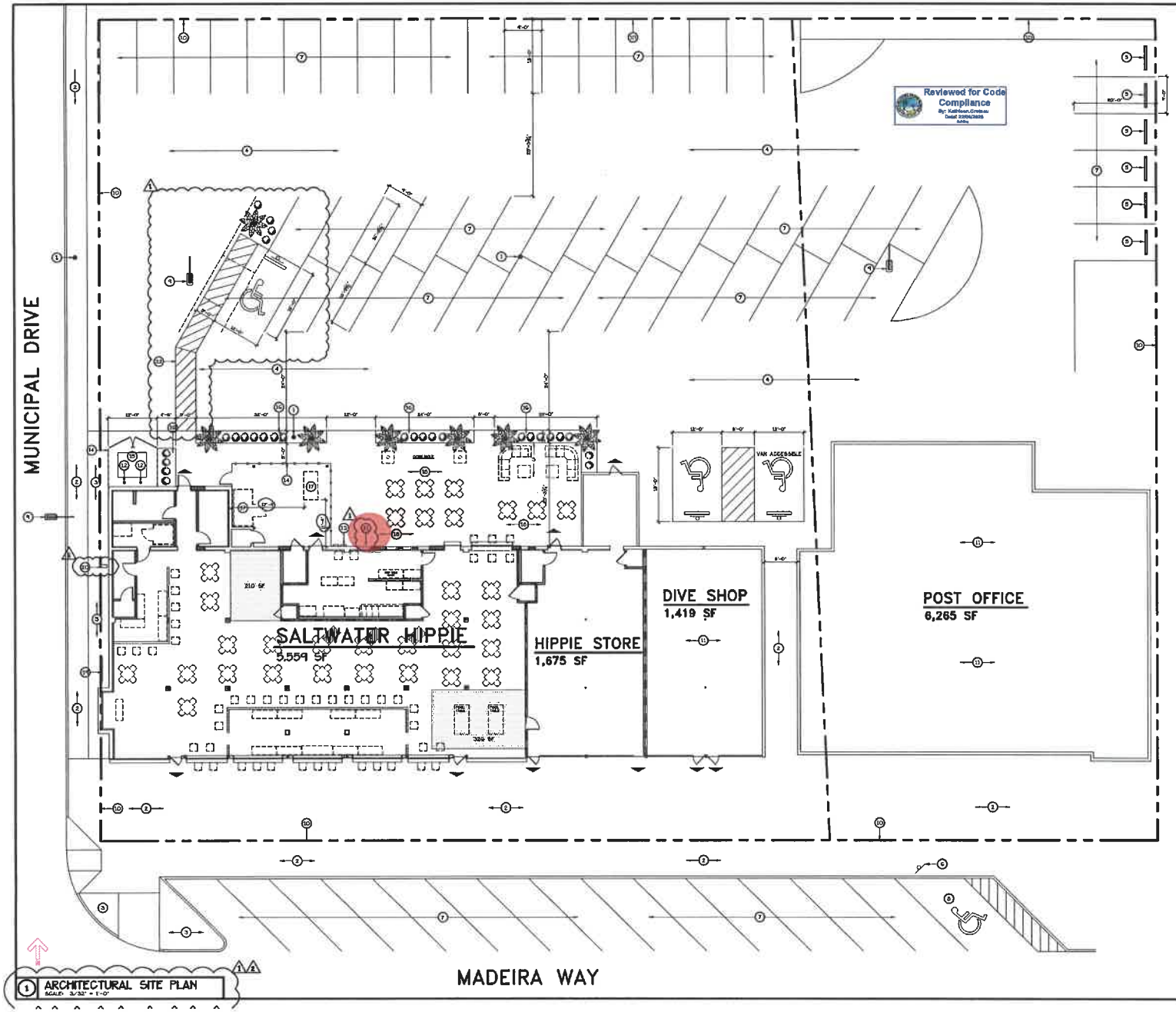
DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

Response to Alcoholic Beverage Permit Application-

RE: Beach Bar LLC- DBA - Saltwater Hippie Beach Bar

15045 Madeira Way Madeira Beach FL, 33708

1) There will be no adverse affect on the characteristic of the existing neighborhood. The area in which this property is located is already a retail commercial area with bars, restaurants and similar retail spaces as what we are proposing.
2) There is no increase in generated traffic as the existing Saltwater Hippie location will not be in business at the opening of the proposed new location across the street. The traffic stays the same and parking exceed the necessary requirements.
3) This proposed use of the location is compatible with the surrounding businesses,
4) Public safety will not be adversely affected.
5) All fees have been paid by the applicant for this application to be considered.



1 ARCHITECTURAL SITE PLAN
SCALE: 3/32" = 1'-0"

SITE - KEYED NOTES

1. EXISTING POWER POLE
2. EXISTING CONCRETE WALK
3. EXISTING LANDSCAPE AREA
4. EXISTING ASPHALT DRIVE/PARKING
5. EXISTING CONCRETE WHEELSTOP
6. EXISTING HANDICAPPED SIGN
7. EXISTING STANDARD PARKING SPACE
8. EXISTING HANDICAP PARKING SPACE
9. EXISTING LIGHT POLE
10. EXISTING PROPERTY LINE
11. EXISTING ADJACENT TENANT - NO WORK THIS AREA
12. NEW CONCRETE FILLED BOLLARD
13. ELECTRICAL SERVICE - SEE ELECTRICAL DRAWINGS
14. NEW 6 FT TALL FENCE - FENCE PERMIT TO BE PULLED SEPARATELY.
15. DUMPSTER
16. NEW LANDSCAPE AREA CUT OUT OF EXISTING ASPHALT DRIVE - PROVIDE NEW EDGE OF ASPHALT DRIVE AROUND NEW LANDSCAPE AREA
17. EQUIPMENT
18. NEW SEATING AREA ON EXISTING ASPHALT
19. BICYCLE RACK - 3 SPACES
20. [illegible]
21. NEW [illegible] - SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION. CALL SUNSHINE 811 FOR LOCATION OF EXISTING UTILITIES. ROUTING OF NEW LINE TO BUILDING UNDER SEPARATE PERMIT. SCOPE OF WORK FOR THIS PROJECT IS FOR ALL WORK FROM NEW METER INTO BUILDING
22. 5'-0" WIDE STRIPED ACCESS AISLE FROM HANDICAP PARKING TO ACCESSIBLE REAR ENTRANCE.

LEGEND

BUILDING ENTRANCE / EXIT - ALL EXTERIOR LANDINGS TO NOT HAVE GREATER SLOPE THAN 2 PERCENT. TOP OF INTERIOR SLAB GRADE TO BE FLUSH OR LESS THAN 1/4" ABOVE LANDING AT EACH EXIT.

GENERAL NOTES

1. GENERAL CONTRACTOR TO NOTIFY ARCHITECT WITH ANY DISCREPANCIES IN WRITING UPON DISCOVERY BEFORE COMMENCING WITH ANY WORK.
2. NO EXTERIOR WORK BEING DONE TO CHANGE EXISTING SURFACES.
~~3. NO CHANGE TO ANY EXISTING PARKING ON SITE.~~

PARKING INFO

PARKING CODE (INCLUDING SOE REDUCTION)

SIT DOWN RESTAURANT, BAR, LOUNGE, NIGHT-CLUB 1.0 PER 3 SEATS, PLUS 1.0 SPACE FOR EACH 4 EMPLOYEES. OPEN ENTERTAINMENT SPACE IS 1.0 SPACE PER 120 SQUARE FEET.

RETAIL AND SERVICES 1.0 PER 600 SQUARE FEET GFA, INCLUDING OUTDOOR AREA USED

SALTWATER HIPPIE BAR/RESTAURANT

INTERIOR SEATS = 114 SEATS
EXTERIOR SEATS = 90 SEATS
TOTAL = 174 SEATS = 1/3 SPACES

ENTERTAINMENT SPACE = 336 SF (SEE HATCHED AREA) = (3 SPACES)

NUMBER OF EMPLOYEES PER SHIFT = 8 EMPLOYEES = (2 SPACES)

30 PARKING SPACES REQUIRED

SALTWATER HIPPIE RETAIL STORE

1675 SF ÷ 1 PER 600 SF = 3 PARKING SPACES REQUIRED

DIVE SHOP

1,419 SF ÷ 1 PER 600 SF = 3 PARKING SPACES REQUIRED

POST OFFICE

6,265 SF ÷ 1 PER 600 SF = 11 PARKING SPACES REQUIRED

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2 1

REVISIONS

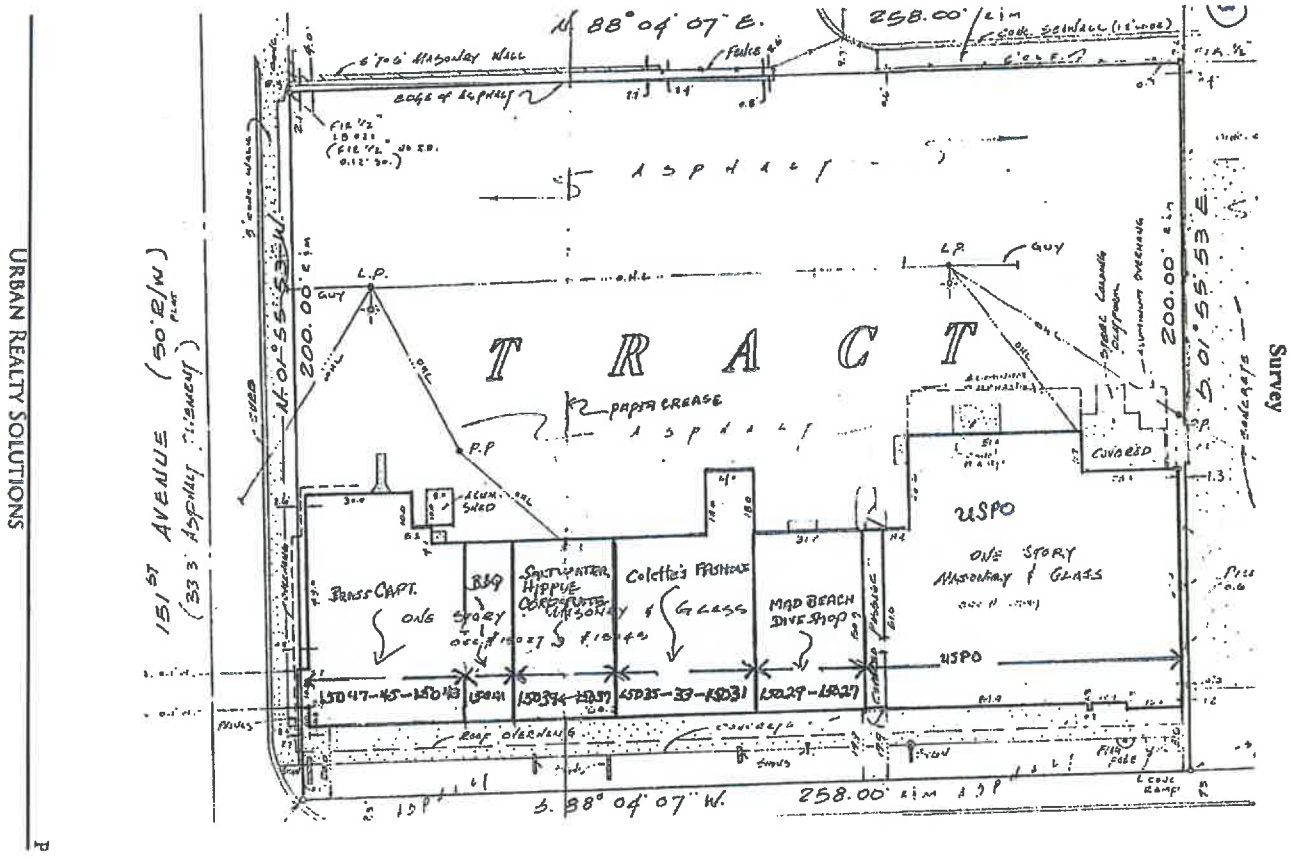
No.	Date	Description
01	8.15.25	CITY COMMENTS
02	9.19.25	CITY COMMENTS

PAVALIS ARCHITEKTON
417 South Prodes Avenue, Tarpon Springs, Florida 34689

Drawing Title: PARTIAL ARCHITECTURAL SITE PLAN
PROJECT: Saltwater Hippie
15045 Madeira Way
Madeira Beach, Florida 33708

Seal: Andrew Z. Pavalis, State of Florida

Date: 08.07.25
Checked by: AZP
Drawn: MAH
Job: 25-001
Sheet: AS001



URBAN REALTY SOLUTIONS

10.9.25
Derwin B. Smith II
President – Huntington Hotel Corporation
643 DeSoto Drive, Tierra Verde, FL 33715
(727)687-9270

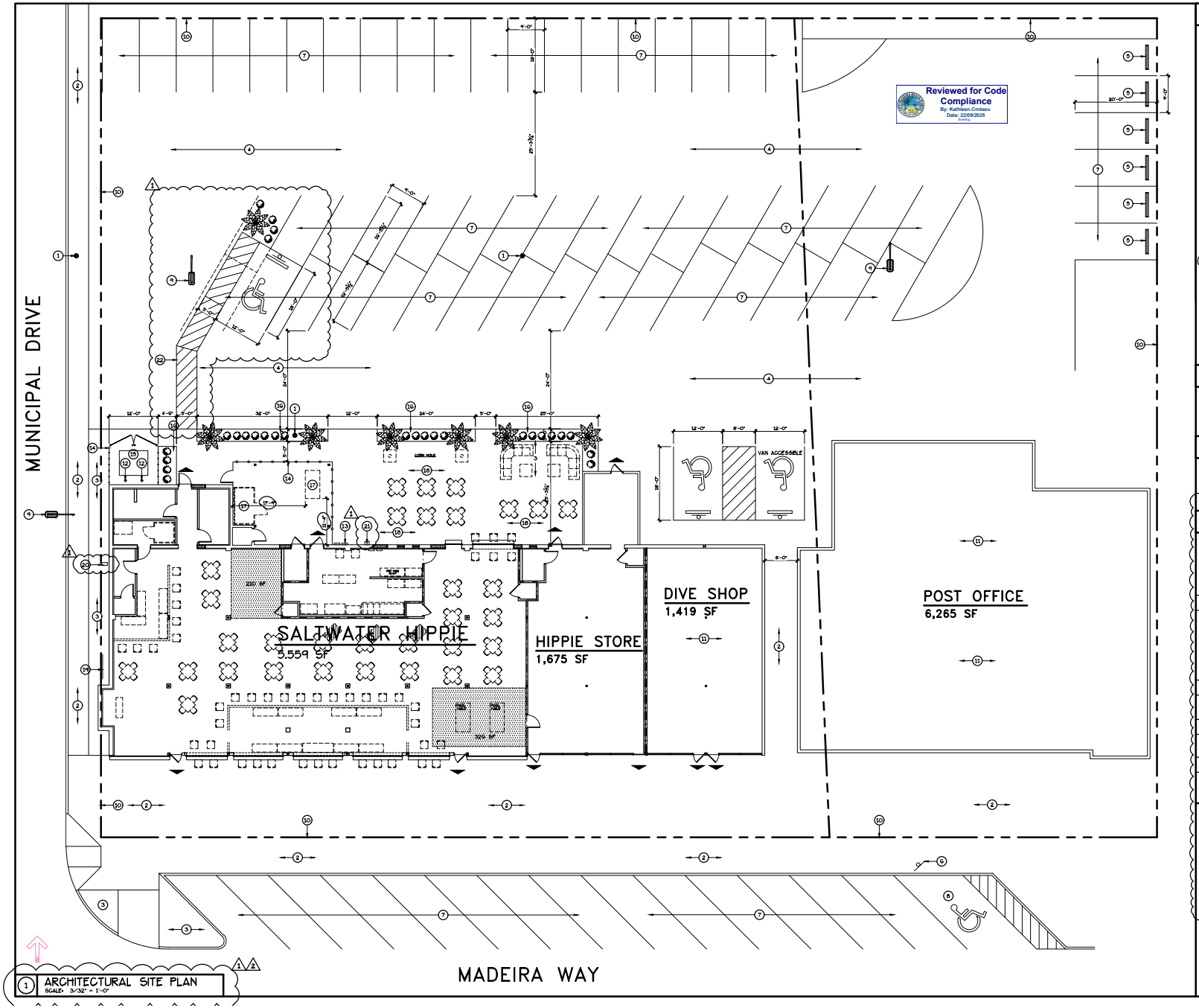
RE: Saltwater Hippie Beach Bar Alcoholic Beverage Permit Application

To Whom It May Concern:

I, Derwin B. Smith, II, express my approval for the existing Brass Captain Barbecue to expand to become the new Saltwater Hippie Beach Bar. They have been tenants for over 4 years and we look forward to them growing and becoming the new Saltwater Hippie Beach Bar location. Please accept this letter as my written approval as the President of the Huntington Hotel Corporation, the property owner at 15045 Madeira Way, Madeira Beach, Florida.

Print Name: DERWIN B. SMITH II
Derwin B. Smith, II – President, Huntington Hotel Corporation

Signature: Derwin B. Smith II
Derwin B. Smith, II, President, Huntington Hotel Corporation



1 ARCHITECTURAL SITE PLAN
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11. EXISTING ADJACENT TENANT - NO WORK THIS AREA
12. NEW CONCRETE FILLED BOLLARD
13. ELECTRICAL SERVICE - SEE ELECTRICAL DRAWINGS
14. NEW 6 FT TALL FENCE - FENCE PERMIT TO BE PULLED SEPARATELY.
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16. NEW LANDSCAPE AREA CUT OUT OF EXISTING ASPHALT DRIVE - PROVIDE NEW EDGE OF ASPHALT DRIVE AROUND NEW LANDSCAPE AREA
17. EQUIPMENT
18. NEW SEATING AREA ON EXISTING ASPHALT
19. BICYCLE RACK - 3 SPACES
20. NEW 1-1/2" WATER METER BY UTILITY COMPANY AT SAME LOCATION OF EXISTING WATER METER. SEE PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION. UTILITY COMPANY TO PERFORM WORK
21. NEW G - SEE PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION. GAS COMPANY TO DETERMINE ROUTING OF NEW LINE TO BUILDING UNDER SEPARATE PERMIT. SCOPE OF WORK FOR THIS PROJECT IS FOR ALL WORK FROM NEW METER INTO BUILDING
22. 5'-0" WIDE STRIPED ACCESS AISLE FROM HANDICAP PARKING TO ACCESSIBLE REAR ENTRANCE.

Reviewed for Code Compliance
By: Kathleen.Crotaau
Date: 22/09/2025

LEGEND

BUILDING ENTRANCE / EXIT - ALL EXTERIOR LANDINGS TO NOT HAVE GREATER SLOPE THAN 2 PERCENT, TOP OF INTERIOR SLAB GRADE TO BE FLUSH OR LESS THAN 1/4" ABOVE LANDING AT EACH ENT.

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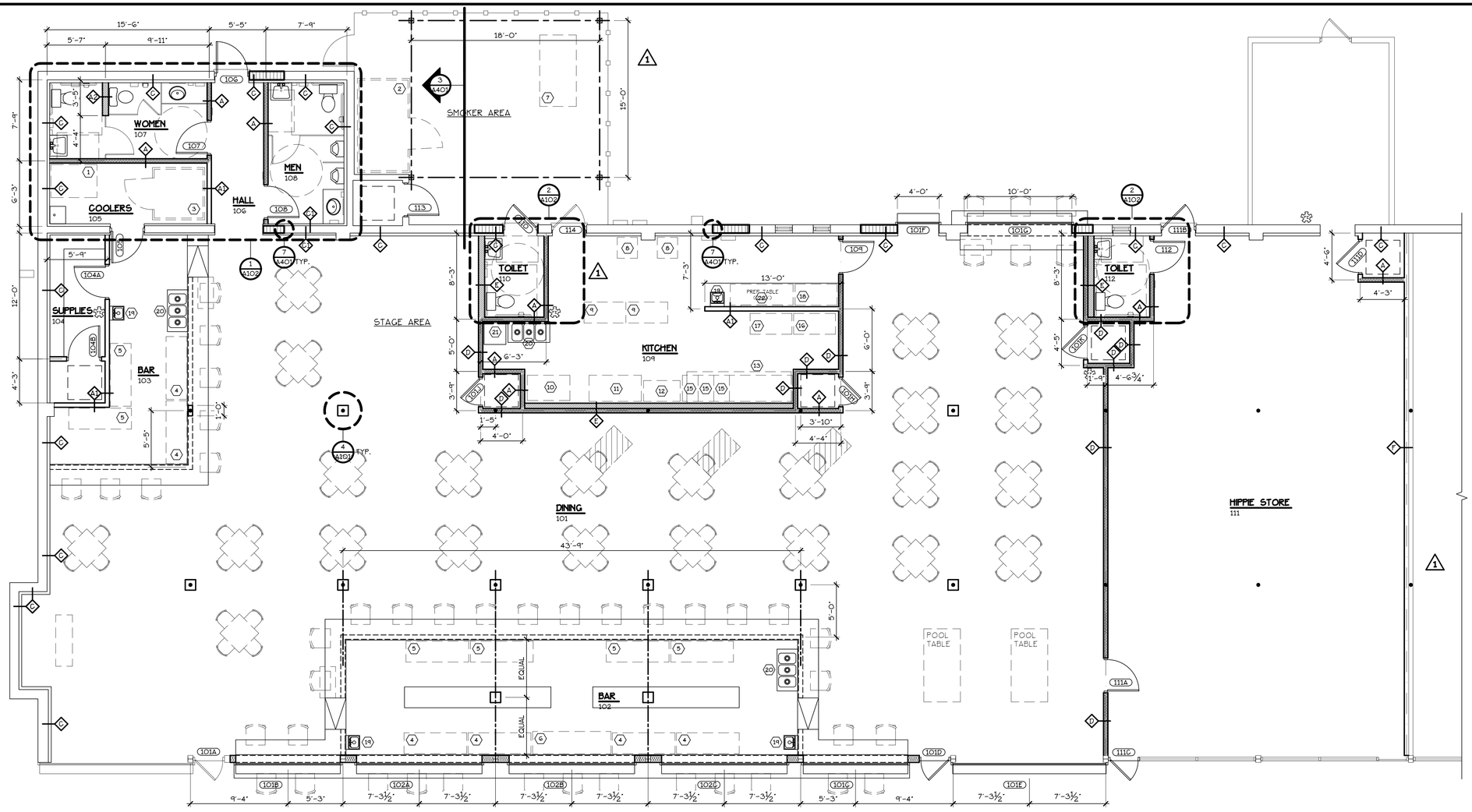
No.	Date	REVISION
01	8.13.25	CITY COMMENT
02	9.4.25	CITY COMMENT

PAVALIS ARCHITEKTON
417 South Pinellas Avenue, Tarpon Springs, Florida 34689
email: andrew.pavalis@gmail.com

Drawing Title: PARTIAL ARCHITECTURAL SITE PLAN
PROJECT:
Saltwater Hippie
15045 Madeira Way
Madeira Beach, Florida 33708

Seal
Andrew Z. Pavalis
State of Florida

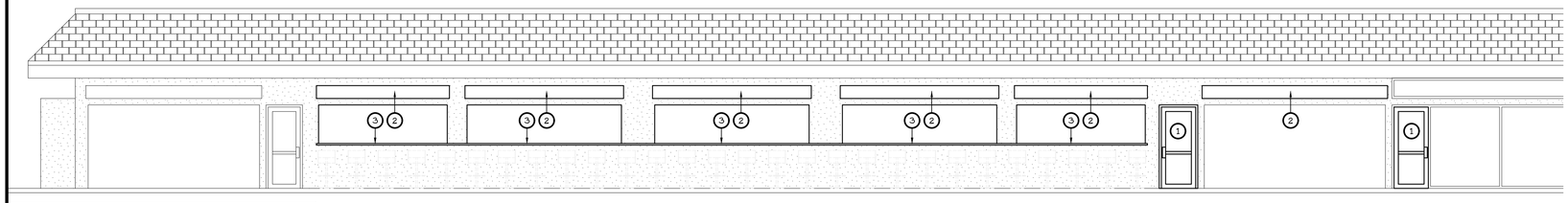
Date: 08.07.25
Checked by: AZP
Drawn: MAH
Job: 25-001
Sheet: AS001



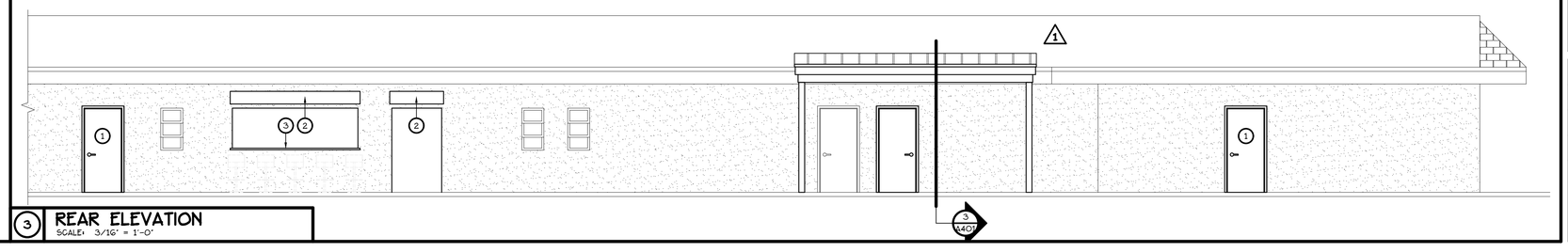
1 FLOOR PLAN
SCALE: 3/16" = 1'-0"

EQUIPMENT LIST

⬡	DESCRIPTION	ELECTRICAL
1	ICE ROOM	-
2	COOLER (5'-0" x 9'-0")	-
3	COOLER (5'-0" x 5'-0")	-
4	DROP-IN COOLER (72" x 24")	2.5 AMP. 115v. 1-PHASE
5	GLASS DOOR COOLER (72" x 24")	6 AMP. 115v
6	KEG COOLER (7'-6" x 2'-2")	6.7 AMP. 115v. 1-PHASE
7	SMOKER (42" x 82")	14 AMP. 120v
8	HOLDING CABINET	10 AMP. 120v
9	WARMING DRAWER (_____")	11.25 AMP.
10	PIZZA MIXER (2'-5" x 4'-1")	10 AMP. 220v. 3-PHASE
11	PIZZA PREP (60")	2.5 AMP. 115v. 1-PHASE
12	PIZZA OVEN (42" x 24") SELF VENT	-
13	10 FT HOOD	20 AMP. 120v
14	GRIDDLE W/ REFRIG. BELOW (72")	15 AMP. 115v
15	FRYER	-
16	FULL HEIGHT FREEZER (48")	7.8 AMP. 120v
17	SANDWICH PREP (48") 1/4 HP	4.3 AMP. 115v/60/1-PHASE
18	SALAD PREP COOLER (2'x4')	2.5 AMP. 115v
19	HAND SINK	-
20	3-COMPARTMENT SINK	-
21	DISHWASHER (25" x 25")	16 AMP. 115v
22	WARMING STRIPS (48" WIDE)	8.3 AMP. 120v (60" A.F.F.)



2 FRONT ELEVATION
SCALE: 3/16" = 1'-0"



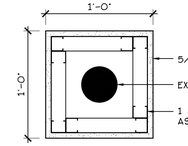
3 REAR ELEVATION
SCALE: 3/16" = 1'-0"

WALL LEGEND

- EXISTING DOOR SYSTEM TO REMAIN
- EXISTING WINDOW SYSTEM TO REMAIN
- EXISTING WALL PARTITION TO REMAIN
- NEW DOOR SYSTEM - REFER TO DOOR SCHEDULE
- NEW 3 5/8" METAL STUDS AT 16" O.C. - FINISH WITH 5/8" G.W.B. EACH SIDE
- NEW 6" METAL STUDS AT 16" O.C. - FINISH WITH 5/8" G.W.B. EACH SIDE
- NEW CMU INFILL

FLOOR PLAN GENERAL NOTES

1. GENERAL CONTRACTOR TO NOTIFY ARCHITECT AFTER LAYOUT IS COMPLETE AND WALL TRACK IS IN PLACE PRIOR TO FRAMING ANY WALLS
2. G.C. TO NOTIFY ARCHITECT IN WRITING WITH ANY DISCREPANCIES UPON DISCOVERY PRIOR TO COMMENCING WITH ANY WORK.
3. SEE PLUMBING AND ELECTRICAL DRAWINGS FOR MORE INFORMATION.
4. ALL INTERIOR DOORS ARE TO HAVE A 4" JAMB AT HINGE SIDE OF DOOR, U.O.N.



4 ENLARGED PLAN
SCALE: 1 1/2" = 1'-0"

ELEVATION KEYED NOTES

1. RELOCATED DOOR
2. NEW ROLL-UP DOOR
3. NEW COUNTERTOP

ELEVATION NOTES

1. PATCH + REPAIR STUCCO TO MATCH EXISTING

REVISIONS

No.	Date	Description
01	8.13.25	CITY COMMENTS
02	10.4.25	CITY COMMENTS

PAVALIS ARCHITEKTON
417 South Pinellas Avenue, Tarpon Springs, Florida 34689
email: andrew@pavalis.com

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Drawing Title: FLOOR PLAN + ELEVATIONS

PROJECT:
Saltwater Hippie
15045 Madeira Way
Madeira Beach, Florida 33708

Seal
Andrew Z. Pavalis
State of Florida

Date:	03.07.25
Checked by:	AZP
Drawn:	MAH
Job:	25-001

Sheet
A101

Outlook

RE: ABP 2025-05 Beach Bar LLC (Saltwater Hippie Beach Bar) App Corrections

From Leslie Miller <lmiller@karnsenterprises.com>
Date Tue 10/21/2025 9:56 AM
To Paige Karns <Paige@karnsenterprises.com>; Morris, Andrew <Amorris@madeirabeachfl.gov>
Cc Joseph Petraglia <JPetraglia@madeirabeachfl.gov>; Marci Forbes <MForbes@madeirabeachfl.gov>; William Karns <wkarns@karnsenterprises.com>

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Andrew,

Paige is correct about the new licensing. It will be a new license and not an extension of the current license. We closed that account when we knew that Brass Captain would not be opening again. The Florida DBPR State Alcoholic Beverage License Application can not be submitted until we get the Seating License from the Division of Hotels and Restaurants which can't happen until construction is completed. I hope this all makes sense. Please let me know if you have any further questions.

Thank you,

Leslie Miller
Controller
William Karns Enterprises, Inc.
101 150th Avenue
Madeira Beach, FL 33708
(727) 367-3000 Phone
(727) 360-2574 Fax

From: Paige Karns <Paige@karnsenterprises.com>
Sent: Tuesday, October 21, 2025 7:29 AM
To: Andrew Morris <Amorris@madeirabeachfl.gov>
Cc: Joseph Petraglia <JPetraglia@madeirabeachfl.gov>; Marci Forbes <MForbes@madeirabeachfl.gov>; William Karns <wkarns@karnsenterprises.com>;

Leslie Miller <lmiller@karnsenterprises.com>
Subject: Re: ABP 2025-05 Beach Bar LLC (Saltwater Hippie Beach Bar) App Corrections

Good morning Andrew,

I can revise the application for the 60 exterior seats.

Leslie can you please explain the licensing and application concerns? I believe we aren't able to make our application until it's closer to the building being complete. I also believe it will be a new application and not an extension of the existing liquor license. Leslie, any insight would be helpful. Thank you!

Paige Karns
Managing Member at Beach Builders

A 101 150th Ave I Madeira Beach, FL 33708
P 727-367-3000 **M** 727.793.8737
E paige@karnsenterprises.com
W www.beach-builders.com

On Oct 20, 2025, at 9:19 AM, Morris, Andrew <Amorris@madeirabeachfl.gov> wrote:

Paige,

When Joe and I were reviewing the alcoholic beverage license application for Saltwater Hippie, we saw the exterior seat count on the alcoholic beverage license was different than on the approved plans. Could you please change the exterior seat count to 60? Also do you have a copy of the Florida DBPR State Alcoholic Beverage License Application? Would this request be considered an extension of licensed premises of the existing license or would it be considered a new license for the property? We are going to be mailing and posting the alcoholic beverage license public notice on Friday, so we would need these requested corrections as soon as possible to review them.

<image.png>
<image.png>

Best Regards,

Andrew Morris

Andrew Morris, AICP

Long Range Planner

City of Madeira Beach

300 Municipal Drive

Madeira Beach, FL 33708

O: 727-742-3701

Email: amorris@madeirabeachfl.gov
<Outlook-evibiwbu.png>

Disclaimer: Under Florida law (Florida Statute 668.6076), email addresses are public records. If you do not want your email address released in response to a public records request, please do not send electronic mail to the City of Madeira Beach. Instead, contact the appropriate department/division.
<ABP 2025-05 Beach Bar LLC Local App (Corrections Needed).pdf>

MEMORANDUM

PUBLIC NOTICE

The Board of Commissioners of the City of Madeira Beach will hold a Public Hearing on **November 12, 2025, 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 approval by the Board of Commissioners for a Special Food Service Establishment (4COP) Alcoholic Beverage License with stated intent to sell beer, wine, and liquor for consumption on premises at located at Saltwater Hippie Beach Bar 15045 Madeira Way, Madeira Beach, Florida, 33708.

Special Food Service Establishment (4COP) ALCOHOLIC BEVERAGE LICENSE APPLICATION # 2025-05

Applicant(s): Beach Bar LLC

Name of Partnership, Corporation, LLC: Beach Bar LLC

Business Location: 15045 Madeira Way, Madeira Beach, Florida, 33708

Business: Saltwater Hippie Beach Bar

Application Request:

Pursuant to Land Development Regulations Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2025-05, is requesting authorization from the Board of Commissioners for the approval of a Special Food Service Establishment (4COP) Alcoholic Beverage License with stated intent to sell beer, wine, and liquor for consumption on premises at Saltwater Hippie Beach Bar located at 15045 Madeira Way Madeira Beach, Florida, 33708. The property is located in the C-3, Retail Commercial Zoning District and has a Future Land Use designation of Planned Redevelopment-Mixed Use, PR-MU.

Note:

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 at the Community Development Department located at 300 Municipal Drive Madeira Beach, FL 33708 between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. The application will be available online at https://madeirabeachfl.gov/plan-review-documents/ . If you would like more information

regarding the application, please contact Andrew Morris, Long Range Planner at 727-391-9951 or amorris@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
300 Municipal Drive
Madeira Beach, FL 33708

Andrew Morris, Long Range Planner
amorris@madeirabeachfl.gov
727-742-3701

Posted:

October 24, 2025 @ 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, Marci Forbes no later than 48 hours prior to the meeting: (727) 391-9951 or send a written request to planning@madeirabeachfl.gov.

NOTICE OF INTENT TO BE AN AFFECTED PARTY

AFFECTED PERSON INFORMATION

Name: _____

Address:_____

_____

Telephone: _____ Fax: _____

Email: _____

APPLICATION INFORMATION

Case No or Application No., whichever applies: _____

Applicant's Name:_____

_____ _____

Signature of Affected Person Date

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

City Of Madeira Beach FLORIDA

AFFIDAVIT OF MAILING

Date: 10/24/2025

Mailings for Case # ABP-2025-05

Before me this day Lisa Schaumann personally appeared. He/she has mailed public notices to property owners within a 300 foot radius of the subject property.

Lisa Schaumann
Signature

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn and subscribed before me this 24th day of October, 2025.

Personally known or produced _____ as identification.

Barbara A Scott
Notary Public

BARBARA A. SCOTT
MY COMMISSION # HH 673664
EXPIRES: May 22, 2029

Notary Public Stamp

10/24/25
Date

*Copy of public notice is attached.

MIKE TWITTY, MAI, CFA
Pinellas County Property Appraiser
www.pcpao.gov **mike@pcpao.gov**

Run Date: 22 Oct 2025
Subject Parcel: 09-31-15-54180-000-0021
Radius: 300 feet
Parcel Count: 306
Total pages: 12

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.

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DALESSANDRO, LORAINE
DALESSANDRO, JOSEPH
C/O DALESSANDRO, JOSEPH POA
241 N STEWART
LOMBARD, IL 60148

WILLMS, ADAM
WILLMS, GWEN
126 CHAUTAUGUA RD
ARNOLD, MD 21012-2514

STIKE, BRIAN
CAMPBELL, LAUREN
1606 3RD AVE
ASBURY PARK, NJ 07712-5722

PASTAR, MARIN
PASTAR, NATALIE C
226 BALTRAY CT
BALLWIN, MO 63021-7941

240 MEDALLION LAND TRUST
BONGARZONE, FRANK TRE
222 DONATO DR
BELLEAIR BEACH, FL 33786

CAPTIVA INVESTMENTS LLC TRE
273G MADERIA BEACH YACHT CLUB LAND TRUST
2840 WEST BAY DR BOX 370
BELLEAIR BLUFFS, FL 33770-2620

DORRIS, JASON
DORRIS, TAMMY
525 CUMBERLAND RIDGE WAY
BOWLING GREEN, KY 42103-6002

ARMOUR, FRANK
ARMOUR, ROSE
22929 GOLDEN PLOVER PL
BRAMBLETON, VA 20148-6977

KING, DIANE N TRUST
KING, DIANE N TRE
118 SHERYL LYNN DR
BRANDON, FL 33510-2126

CURRY, DAVID
CURRY, DEBORAH
1381 VILLAGE PARK DR NE
BROOKHAVEN, GA 30319-3480

FARRA, MATTHEW G
FARRA, NICOLE L
14 VENTRES WAY
BURLINGTON, CT 06013-1904

ABACO FAMILY TRUST
ABACO, ODETTE TRE
32 PATTERSON MEWS SW
CALGARY AB T3H 2C7,
CANADA

FEKONJA, PETER
3100 KIRWIN AVE UNIT 708
MISSISSAUGA, ON L5A 3S6,
CANADA

HORNE, ROBERT
5869 COUNTY ROAD 86
ANISS ON N0B 1C2,
CANADA

MCFADDEN, JUDY
1002-475 THE WEST MALL
ETOBICOKE ON M9C 4Z3,
CANADA

RICO, ADDOLORATA
134 RIVERVIEW AVE
OAKVILLE ON L6L 5P7,
CANADA

BINCE, JAMES G
428 FORTUNE COVE RD - RTE 172
FORTUNE COVE PE C0B 1V0,
CANADA

175 MEDALLION LLC
96 SHEPHEARDS LANDING RD
MAHONE BAY NS B0J 2E0,
CANADA

SIMIELE, PAULA
607-60 DISERA DR
THORNHILL ON L4J 9G1,
CANADA

MAJOR, ADRIAN
12 CHESTNUT PL
ST JOHNS NL A1B 2T2,
CANADA

BINCE, RYAN
24 FILTON RD
CALEDON EAST ON L7C 1R5,
CANADA

1900049 ONTARIO INC
68 MAPLE DR
DUNDAS ON L9H 4W4,
CANADA

DERMONT, MICHAEL S
DIAZ, DEBRA A
1104 BARTHOLDI CT
CAROL STREAM, IL 60188-1305

FRIED, PHILIP LAWRENCE
FRIED, MARIA ADELAIDA
108 PECKSKILL CT
CARY, NC 27519-8376

MALLON, JAMES
MALLON, LYNDA
2580 EDGEWOOD PK
CAVAN ON L0A 1CO,
CANADA

ROMANO, JOSEPH J
ROMANO, DARLENE
106 LEAVITT RD
CENTER OSSIPEE, NH 03814-6310

PATEL, VIPULKUMAR V
PATEL, MONAL
3761 S GRANITE DR
CHANDLER, AZ 85286-0036

PATEL, VIPULKUMAR V
PATEL, MONAL
3761 S GRANITE DR
CHANDLER, AZ 85286-0036

LACO, PETER
LACO, JOSEPHINE
3231 S UNION AVE
CHICAGO, IL 60616-3409

KACZMARSKI, SCOTT
SHEA, KIM
172 BEMIS AVE
CHICOPEE, MA 01020-1708

SHEAHAN, BRIAN THOMAS
SHEAHAN, JOELL BETH
12509 CITRUS GROVE RD
CLERMONT, FL 34715-9612

DEEVERS, PETER HOWARD
DEEVERS, SUSAN LYNN
5726 DEER PINES DR
CLINTON, OH 44216-8629

STELLICK, ROBERT C
STELLICK, MICHELLE L
1218 N WALNUT ST
COLORADO SPRINGS, CO 80905-1060

PEREZ, FRANK A
PEREZ, LUCY M
1025 E JEFFERSON ST
COLORADO SPRINGS, CO 80907-7124

DAW, JOHN
DAW, BRENDA
2537 LAKESHORE RD
DUNNVILLE ON N1A 2W8,
CANADA

GOULART, PAULO
GOULART, BERTHA
338 FRANKLIN ST
ELIZABETH, NJ 07206-1603

BARRINS, MARY TRUST
BARRINS, EUGENE B TRE
85-04 55TH AVE
ELMHURST, NY 11373-4337

ROMEY, DARWIN E
ROMEY, JANICE K
6223 GREENOCK PL
FORT WAYNE, IN 46835-4780

CASEY, JOHN J
CASEY, GINA M
889 MARYKNOLL CIR
GLEN ELLYN, IL 60137-6136

BAETENS, BRYAN A
BAETENS, KIMBERLY J
742 MIDDLESEX RD
GROSSE POINTE PARK, MI 48230-1742

DUARTE, STEVEN
DUARTE, EDUARDO
2 HEMLOCK CT
HACKETTSTOWN, NJ 07840-4149

HANGES, PERRY TRE
HANGES, KRISTINA TRE
837 OCEAN BLVD
HAMPTON, NH 03842-2514

ROGERS, DONALD
MACKEY, CHRISTINE E
371 ERIE AIRE BEACH RD
HARROW ON N0R 1G0,
CANADA

WILLMS, BERNARD
WILLMS, VALERIE
14001 OLD VERMILLION DR
HUNTERSVILLE, NC 28078-5347

O'DELL, STEPHEN
O'DELL, REGINA
4675 E VIEW TOP LN
INVERNESS, FL 34452-9084

TUTTY, MARK
GROVE GARDENS UPPER ROAD
ADGESTONE SANDOWN
ISLE OF WIGHT PO360ET,

GREENE,KEVIN
GREENE, TATIANA
24 CHESTNUT ST
ISLIP, NY 11751-3507

MONSELL, DAVID
MONSELL, CAROLINE
69 MAPLE CRES
JANETVILLE ON L0B 1K0,
CANADA

MATUSZAK, ROBERT
MATUSZAK, JANELLE
9545 ST CHRISTINE CT
KITCHENERONT
SYLVANIA, OH 43560-9920

GOJCAJ, PETER
GOJCAJ, TANJA
275 INDIAN TRL
LAKE ORION, MI 48362

COCHRAN, WILLIAM J
COCHRAN, SHARIE K
1864 SUSAN RD
LAKE OZARK, MO 65049-6116

SNEERINGER, JOSEPH WILLIAM
SNEERINGER, REGINA ANN
3046 BANYAN HILL LN
LAND O LAKES, FL 34639-6787

LAWSON, JAMES
LAWSON, JANE
18 AUGUSTA DR
LEARNINGTON ON N8H 0C7,
CANADA

DAVIS, GARY LAWRENCE TRE
DAVIS, KRISTI LYNN TRE
420 SUMMERLYN FARMS CT
LEBANON, OH 45036-6511

GARGANO, SALVATORE F
GARGANO, PAULA J
13622 BIRCH CT
LEMONT, IL 60439-9776

FULLERTON, BRADLEY
FULLERTON, CORNELIA
PO BOX 180
LONGFORD MILLS ON L0K 1L0,
CANADA

BALDWIN, DOUGLAS B
BALDWIN, STEPHANIE R
1415 MORTON AVE
LOUISVILLE, KY 40204-2068

SCULL, HEATHER MARIE
SCULL, WILLIAM H
5418 CLOUDS PEAK DR
LUTZ, FL 33558-4965

POLK, DOROTHY V TRUST OF 2007
POLK, DOROTHY V TRE
151 MEDALLION BLVD APT F
MADEIRA BEACH, FL 33708-1921

O'CONNOR, JOSEPH
O'CONNOR, CHRISTINE
267 REX PL UNIT E
MADEIRA BEACH, FL 33708-1926

FARRA, GERARD J
FARRA, CLAIRE P
323 REX PL UNIT B
MADEIRA BEACH, FL 33708-1928

MONTERO, ERICA
MONTERO, OMAR
201 MEDALLION BLVD UNIT F
MADEIRA BEACH, FL 33708-1930

IBBITSON, JOHN H JR
IBBITSON, JEAN M
343 REX PL UNIT G
MADEIRA BEACH, FL 33708-1931

GREENSTEIN, NEIL S
CONRAD, LAUREL A
357 REX PL APT E
MADEIRA BEACH, FL 33708-1932

RZEZINSKI, KONRAD
RZEZINSKI, RENATA
247 REX PL APT H
MADEIRA BEACH, FL 33708-1934

DAVIES FAMILY TRUST
DAVIES, KIM WILLIAM TRE
247 REX PL UNIT E
MADEIRA BEACH, FL 33708-1934

WINTERS, ROBERT J
WINTERS, ELISABETH
247 REX PL UNIT A
MADEIRA BEACH, FL 33708-1934

ARBOLEDA, ERIK P
SARMIENTO, MONICA A
253 REX PL APT F
MADEIRA BEACH, FL 33708-1936

MYNSTER, JOHN S
MYNSTER, MAYRA L
303 REX PL APT A
MADEIRA BEACH, FL 33708-1937

NGUYEN, GARY
PGM22 GROUP LLC
315 MEDALLION BLVD UNIT F
MADEIRA BEACH, FL 33708-1939

WIESE, PAMELA K TRE
WIESE, M STEVEN TRE
329 MEDALLION BLVD UNIT B
MADEIRA BEACH, FL 33708-1940

VARNER, CHARLES W TRE
VARNER, CHARLES W REV TRUST
250 MEDALLION BLVD APT C
MADEIRA BEACH, FL 33708-1946

RANNI, JOAN M
RANNI, DAVID A
250 MEDALLION BLVD APT B
MADEIRA BEACH, FL 33708-1946

CAIN, DAVID
CAIN, BARBARA
159 MEDALLION BLVD UNIT E
MADEIRA BEACH, FL 33708-1948

MCFARLAND, RYAN TIMOTHY
MCFARLAND, JULIA
159 MEDALLION BLVD UNIT H
MADEIRA BEACH, FL 33708-1948

WALLACE, GARY C
WALLACE, JEANNE
169 MEDALLION BLVD APT H
MADEIRA BEACH, FL 33708-1950

NASH, JEFFREY A
NASH, CHRISTINE ANN
171 MEDALLION BLVD UNIT F
MADEIRA BEACH, FL 33708-1951

RUSSELL, SHARON L TRE
CHMIELEWSKI, THOMAS & RUSSELL SHARON
REV TRUST
240 MEDALLION BLVD APT H
MADEIRA BEACH, FL 33708-1952

WADSWORTH, JOHN
HARRIS, JESSE
179 MEDALLION BLVD UNIT F
MADEIRA BEACH, FL 33708-1954

GENZMAN, GREGORY A TRE
UBBEN, JUDY L TRE
179 MEDALLION BLVD APT E
MADEIRA BEACH, FL 33708-1954

KEMPF, KEVIN R
KEMPF, DEBRA L
215 MEDALLION BLVD UNIT E
MADEIRA BEACH, FL 33708-1955

HARRIS, TIM J
HARRIS, DEBORAH F
215 MEDALLION BLVD APT A
MADEIRA BEACH, FL 33708-1955

COYLE, GEORGE W
COYLE, CAROLE A
301 MEDALLION BLVD APT A
MADEIRA BEACH, FL 33708-1956

VAN ZANT, JERRY
VAN ZANT, DEBORAH M
229 MEDALLION BLVD APT B
MADEIRA BEACH, FL 33708-1957

COSTELLO, CARYN
COSTELLO, JOHN A REVOCABLE LIVING TRUST
229 MEDALLION BLVD APT H
MADEIRA BEACH, FL 33708-1957

KARACHANSKY, HEIDI TRUST
KARACHANSKY, HEIDI TRE
229 MEDALLION BLVD APT I
MADEIRA BEACH, FL 33708-1957

SCOTT, EVA GRAZIOLI
SCOTT, STEPHEN CRAIG
230 MEDALLION BLVD APT G
MADEIRA BEACH, FL 33708-1958

VAUGHN, VALERIE
BUNCH, DAX
245 MEDALLION BLVD APT D
MADEIRA BEACH, FL 33708-1960

SANDER, THOMAS J
SANDER, PAMELA J
261 MEDALLION BLVD APT H
MADEIRA BEACH, FL 33708-1964

ROBERTS, ANITA L LIV TRUST
ROBERTS, ANITA L TRE
359 MEDALLION BLVD APT D
MADEIRA BEACH, FL 33708-1967

MAZEIKA, DAVID P
MAZEIKA, BARBARA N
359 MEDALLION BLVD APT A
MADEIRA BEACH, FL 33708-1967

ANDERSON, GAIL
ANDERSON, JAMES
1018 CHIPPEWA AVE NE
MANDAN, ND 58554-3606

FERNOW, LYNDA A TRE
FERNOW, LYNDA A TRUST
8N389 BARRON RD
MAPLE PARK, IL 60151-9402

CARTER, EZRA W
CARTER, JUDITH L
160 LLOYD DR
MARIETTA, GA 30066-3422

HARRIS, KAREN LUNSFORD
HARRIS, PATRICK VINSON JR
527 RIDGEWATER DR
MARIETTA, GA 30068-4073

HARRIS, PATRICK V JR
HARRIS, KAREN L
527 RIDGEWATER DR
MARIETTA, GA 30068-4073

MARANA, DON G TRE
MARANA, JANICE D TRE
375 ALGER ST
MARQUETTE, MI 49855-3310

PRENTICE, ANDREW
PRENTICE, SCOTT
10 ANTOINETTE ST
MASSENA, NY 13662-4301

MOODY, JAMES
MOODY, SUSAN
7 MEADOWVIEW LN
MEDFORD, NJ 08055-9003

HOPE, ERIC R TRE
HOPE, ROSANNA TRE
43 WINGATE AVE
METHUEN, MA 01844-6403

VANZANT, JERRY Y
VANZANT, DEBORAH MAE
1877 HAMBLETONIAN CT
MIAMISBURG, OH 45342-6377

SOBECKI, DAVID L TRE
SOBECKI, SANDRA A TRE
102 GOLFVIEW RD
MICHIGAN CITY, IN 46360-3108

FREEL, PAUL E
FREEL, CYNTHIA I
2940 HOLLYWOOD AVE
MICHIGAN CITY, IN 46360-6324

CARRITTE, MICHAEL
ROBERTS-CARRITTE, DONNA MARIE
36 VILLAGE RD UNIT 211
MIDDLETON, MA 01949-1218

LEIPS, JEFFERY WAYNE
D'SOUZA, THERESA
1206 LONGBOW RD
MOUNT AIRY, MD 21771-5678

FOLLETT, JOHN
FOLLETT, CYNTHIA
305-760 CHAPMAN MILLS DR
NEPEAN ON K2J 3V2,
CANADA

TURNER, DUANE
TURNER, DEBBIE
16850 GULF BLVD UNIT 7
NORTH REDINGTON BEACH, FL 33708-1455

VANDERMEER, ARIE
VANDERMEER, MARTHA
7942 36/37 SIDEROAD NOTTAWASAGA
NOTTAWA ON L0M 1P0,
CANADA

BOOCOCK, DOUGLAS W
BOOCOCK, SHEILA M
2089 THORNLEA DR
OAKVILLE ON L6L1K5,
CANADA

WAISMAN, CYNTHIA I TRE
CIW LIVING TRUST
357 BAY ARBOR BLVD
OLDSMAR, FL 34677-4617

MACINERNEY, MICHAEL
MACINERNEY, JULIENNE
6 BIGHAM RD
ONEONTA, NY 13820

SOTOMAYOR, RON TRE
IN GOD WE TRUST LIV REV TRUST
100 S EOLA DR UNIT 803
ORLANDO, FL 32801-2894

MOY, DOROTHY ANN TRE
MOY, DOROTHY ANN REV TRUST
8204 BREEZE COVE LN
ORLANDO, FL 32819-5077

DUARTE, JORGE OSVALDO CANEVARO
MORALES, JENNIFER O
3770 PRAIRIE RESERVE BLVD
ORLANDO, FL 32824-7358

TUNBRIDGE, WAYNE TRE
SHAYDA, JULIANA TRE
911 BLACK CHERRY DR
OSHAWA ON L1K 0P6,
CANADA

KILPATRICK, BARBARA
KILPATRICK, WILLIAM G
961 RIDGEMOUNT BLVD
OSHAWA ON L1K 2M1,
CANADA

CURRY, KEVIN
CURRY, RISANN
198 LAGOON DR
PALM HARBOR, FL 34683-5468

MOORE, ROBERT P TRUST
MOORE, ROBERT P TRE
975 VALLEY VIEW CIR
PALM HARBOR, FL 34684-4468

LEVASSEUR, SCOTT DAVID
LEVASSEUR, VICKI MARIE
40863 ASIAN'S RUN
PAW PAW, MI 49079

HILL, DAVID
HILL, PAMELA J
888 MODLIN RD
PICKERING ON L1W 1V7,
CANADA

BROOMFIELD, ALEX D
BROOMFIELD, RUTH L
714 FOSTER CT
PICKERING ON L1W 3L3,
CANADA

HALT, JANET L
FRIEDMAN, JUDY G
912 LOVINGSTON DR
PITTSBURGH, PA 15216-1710

GARCIA, JUMAR
GARCIA, CYNTHIA
3214 BARONESS CT
PLANT CITY, FL 33565-5603

THOMPSON, MARY J
THOMPSON, REGINALD D
PO BOX 29
PORT ELGIN ON N0H 2CO,
CANADA

GILMAN FAMILY TRUST
GILMAN, STANELY M TRE
1035 PICKET CT
PRESCOTT, AZ 86301-6747

NICHOLAS, PAUL
NICHOLAS, SHERRIE
17509 187TH PL SE
RENTON, WA 98058-0724

GIOVANNOLI, ANTHONY
GIOVANNOLI, LAURA
4 RAMAPOO RD
RIDGEFIELD, CT 06877-3702

LETINIC, IVAN
LETINIC, NEVENKA
509 FAIRVIEW TER
RIDGEFIELD, NJ 07657

LAMB, JAMES M
LAMB, KATHLEEN P
80 KNOLLWOOD DR
ROCHESTER, NY 14618-3513

ZUCCONI, ARLENE TRE
ZUCCONI, ARLENE TRUST
131 WOODCREEK DR E
SAFETY HARBOR, FL 34695-5513

SKLARSKI, LOUIS C TRE
SKLARSKI, PATRICIA L TRE
23323 ROBERT JOHN ST
SAINT CLAIR SHORES, MI 48080-2632

MEFFORD, THOMAS MICHAEL
MEFFORD, ANGELIQUE BERNADETTE
1800 MURPHY LN
SEDALIA, MO 65301-8991

GONSER, BALINDA
GONSER, BRIAN
9346 117TH ST N
SEMINOLE, FL 33772-2713

HAM, LEWIS HINCHMAN III
ORSINI, REBECCA L
11582 SHELLY CIR UNIT H
SEMINOLE, FL 33772-6142

KELLY, CHRISTOPHER T
KELLY, MARCIA LYNN
13896 DOMINICA DR
SEMINOLE, FL 33776-1316

BURG, ROBERT & BILLIE REV TRUST
BURG, ROBERT D TRE
9009 BAYWOOD PARK DR
SEMINOLE, FL 33777-4630

JOHN, SHAJAN
JOHN, SHEEBA SHAJAN
7204 N CENTRAL PARK
SHELBY TOWNSHIP, MI 48317-2388

COLOMBO, MICHAEL
COLOMBO, PATRICIA
8 ATHENS AVE
SOUTH AMBOY, NJ 08879-2468

JOHNSON, LINDA B TRE
JOHNSON, LINDA B LIV TRUST
11117 TILBURG ST
SPRING HILL, FL 34608-2951

KOMIN, KEVIN A
KOMIN, LOIS A
1951 N FOUNTAIN BLVD
SPRINGFIELD, OH 45504-1170

BATTEN, TONY F
BATTEN, BERNICE M
10 RENDELL PL
ST JOHN'S NL A1B 1L3,
CANADA

AMBER, TULIH
FAHY, ALLISON GINA
5426 VENETIAN BLVD NE
ST PETERSBURG, FL 33703-1836

AGOSTO, RAYMOND C
AGOSTO, MICHAEL R
329 MEDALLION BLVD APT G
ST PETERSBURG, FL 33708-1940

NEWBERRY, BRADLEY W
NEWBERRY, VICKY L
4650 COVE CIR UNIT 409
ST PETERSBURG, FL 33708-2849

PARROTT, CYNTHIA A
PARROTT, WILLIAM C
102 SKYLINE LN
STAMFORD, CT 06903-2914

DARRYL, BERGER
BERGER, JANET
22 TULIP CRES
STRATFORD PE C1B 4E4,
CANADA

COX, PETER
REDINGTON
LONDON RD ENGLEFIELD GREEN
SURREY TW20 OBP,

ROBINSON, JAMES RUSSELL
ROBINSON, CAROLYN PARSONS
216 S GUNLOCK AVE
TAMPA, FL 33609-2932

HARVEY, KEITH ADAM TRE
HARVEY, KEITH ADAM TRUST
1307 W FLETCHER AVE
TAMPA, FL 33612-3310

KLINGEL, ELIZABETH A TRE
SANTORINI PARTNERSHIP TRUST
10713 ASHFORD OAKS DR
TAMPA, FL 33625-3760

BROWN, CABOT
BROWN, JENNA
11234 MOULTRIE PL
TAMPA, FL 33625-4958

NGUYEN, GARY
215 PPP LLC
12615 STANWYCK CIR
TAMPA, FL 33626-4462

REGALDO, CARLOS A
MONDACA, ASTRID
4312 W SAN LUIS ST
TAMPA, FL 33629-7720

PATEL, VIPULKUMAR V
GO KOOL LLC
10563 BERMUDA ISLA DR
TAMPA, FL 33647-2719

WOOD, ALBERT A LIVING TRUST
WOOD, ALBERT A TRE
373 WINDRUSH LOOP
TARPON SPRINGS, FL 34689-1216

ARCABA, SLOBODAN
ARCABA, DESA
360 WOOD IBIS AVE
TARPON SPRINGS, FL 34689-7538

MUMM, TINA M REV TRUST
MUMM, TINA M TRE
7911 BLACK RD
THURMONT, MD 21788-1012

MUMM, TINA M REVOCABLE TRUST
MUMM, TINA M TRE
7911 BLACK RD
THURMONT, MD 21788-1012

MUMM, TINA M REVOCABLE TRUST
MUMM, TINA M TRE
7911 BLACK RD
THURMONT, MD 21788-1012

MUMM, TINA M REV TRUST
MUMM, TINA M TRE
7911 BLACK RD
THURMONT, MD 21788-1012

CHIANO, GERALD E
CHIANO, EDITH
77 NOTTINGHAM AVE
VALLEY STREAM, NY 11580-3048

FISHER, APRIL
FISHER, RYAN
4527 SHORELEAF LOOP
VALRICO, FL 33596-5946

NEFF, JOHN W
NEFF, MARY E
320 STEWART AVE
WAUKEGAN, IL 60085-2062

NICKELS, RICHARD & BARBARA LIV TRUST
NICKELS, RICHARD A TRE
4043 STILLWATER CIR
WAUKESHA, WI 53189-6854

DE ROLLER, CHARLES L
DE ROLLER, THERESA L
691 GASBERRY LN
WEBSTER, NY 14580-2619

FORD-WHITTINGTON, JOHN
FORD-WHITTINGTON, KATHERINE
24644 DOWNIE LINE
WEST LORNE ON N0L 2P0,
CANADA

SALOW, MATTHEW DELBERT
HARPER-SALOW, WENDY SUE
8932 COOLEY LAKE RD
WHITE LAKE, MI 48386-4027

ANDERSON, MATTHEW
ANDERSON, ADRIANA
2502 TRANSOM PL
WOODBRIDGE, VA 22191-6043

PETERSON, STEVEN JOSEPH
PETERSON, JESSICA KAY SAND
2280 QUEENS DR
WOODBURY, MN 55125-4027

MCCARTHY OF ST PETERSBURG LLC
5801 ULMERTON RD STE 200
CLEARWATER, FL 33760-3951

MADEIRA BEACH YACHT CLUB CONDO ASSN INC
210 MEDALLION BLVD
MADEIRA BEACH, FL 33708-1904

KRUMANOCKER, WILLIAM F
245 MEDALLION BLVD APT G
MADEIRA BEACH, FL 33708-1960

TREVELINO, MARY
240 MEDALLION BLVD APT D
MADEIRA BEACH, FL 33708-1952

WILKS, SKYLAR HAMLETT
1933 GLEN LAKES CIR N
ST PETERSBURG, FL 33702-2145

BERRY, ROGER W
2868 21ST AVE N
ST PETERSBURG, FL 33713-4204

WELLINGER, GRANT S
151 MEDALLION BLVD UNIT A
MADEIRA BEACH, FL 33708-1921

PINES MADEIRA LLC
3301 PONCE DE LEON BLVD PH-STE
CORAL GABLES, FL 33134-7273

MADEIRA TRIANGLE PROPERTIES LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

GREENTREE WILLOW LLC
224 MELODY LN
LARGO, FL 33771-2635

HOLDSWORTH, HEATHER
2920 53RD ST S
GULFPORT, FL 33707-5648

TOPALSKI, MIROSLAV
7811 W ARGYLE ST
NORRIDGE, IL 60706-3205

GIL, NANCY M
806 VALLEY HILL CT
BRANDON, FL 33510-3546

MCDONAGH, LENA H
275 MEDALLION BLVD APT C
MADEIRA BEACH, FL 33708-1965

343 MAD BEACH LAND TRUST
343 REX PL APT B
MADEIRA BEACH, FL 33708-1931

SCHROLL, STEVEN K
400 EAGLE RIDGE DR
CHATHAM, IL 62629-2003

GILBERT, DONAL
11660 21 MILE RD
SAND LAKE, MI 49343-9420

MCDANIEL, PATRICK
1453 12TH ST
WYANDOTTE, MI 48192-3333

GOSNELL, JAN T
3118 FEATHERWOOD CT
CLEARWATER, FL 33759-4412

RON & AMY PROPERTIES LLC
5935 COUNTY ROAD 109
MOUNT GILEAD, OH 43338-9305

CASSAR, VINCENT C TRE UTD 10/15/92
175 MEDALLION BLVD APT H
MADEIRA BEACH, FL 33708-1953

ELZIND, NABILA
5 NW HEATHERSTONE DR
LAWTON, OK 73505-9535

BARSS LLC
9684 LAKE SEMINOLE DR E
LARGO, FL 33773-4515

MADEIRA TRIANGLE PROPERTIES LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

MADEIRA BEACH, CITY OF
200 MUNICIPAL DR
MADEIRA BEACH, FL 33708-1914

MCNELIS, ANNA
267 REX PL APT G
MADEIRA BEACH, FL 33708-1926

CARTER, GLENN D
267 REX PL APT A
MADEIRA BEACH, FL 33708-1926

SPINDLE, JUDITH A
380 MEDALLION BLVD APT H
MADEIRA BEACH, FL 33708-1943

BEREZHANSKAYA, VALENTINA
380 MEDALLION BLVD APT A
MADEIRA BEACH, FL 33708-1943

MBAR VENTURES LLC
13426 EUDORA PL
TAMPA, FL 33626-2962

SCHULTZ, SUZANNE MARIE
5513 18TH AVE S
GULFPORT, FL 33707-4120

LAROSA, WILLIAM
132-25 14TH RD
COLLEGE POINT, NY 11356-2013

MADERIA BEACH PARTNERS LLC
2494 JETT FERRY RD STE 201
DUNWOODY, GA 30338-3090

C7 STRUCTURES LLC
85 OLD ITHACA RD STE C
HORSEHEADS, NY 14845-1768

BEATTY, CHRISTINE
2102 N COLDSPRING RD
ARLINGTON HEIGHTS, IL 60004-7292

EAST MEDALLION LLC
2800 66TH ST N
ST PETERSBURG, FL 33710-3127

RATHMELL, RICHARD K JR
4338 CUSHENDALE CT
LELAND, NC 28451-0468

SHELBELL LLC
733 W HAPPFIELD DR
ARLINGTON HEIGHTS, IL 60004-7139

STANFIELD, ZACK
253 REX PL UNIT E
MADEIRA BEACH, FL 33708-1936

FARIA, PHUONG
10816 SE 144TH LOOP
HAPPY VALLEY, OR 97086-8322

TODARO, CASSANDRA
175 MEDALLION BLVD APT E
MADEIRA BEACH, FL 33708-1953

PREFERRED4PROPERTIES LLC
1068 ENISWOOD PKWY
PALM HARBOR, FL 34683-2020

MOORE, ROBERT P TRUST
975 VALLEY VIEW CIR
PALM HARBOR, FL 34684-4468

DE BOY CARRIE D
9000 COMMODORE DR UNIT 507
SEMINOLE, FL 33776-1912

GREEN, BRYAN
151 MEDALLION BLVD APT C
MADEIRA BEACH, FL 33708-1921

MADEIRA BEACH, CITY OF
200 MUNICIPAL DR
MADEIRA BEACH, FL 33708-1914

PINES MADEIRA LLC
3301 PONCE DE LEON BLVD PH-STE
CORAL GABLES, FL 33134-7273

MADEIRA TRIANGLE PROPERTIES LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

MADEIRA TRIANGLE PROPERTIES LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

MADEIRA TRIANGLE PROPERTIES LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

MADEIRA TRIANGLE PROPERTIES LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

MADERIA BEACH PARTNERS LLC
2498 JETT FERRY RD STE 201
DUNWOODY, GA 30338-3062

DEHN PROPERTIES LLC
905 GEORGE ST PMB 1056
DEPERE, WI 54115-2917

TREASURE HUNT ENTERPRISES INC
9931 RIVERVIEW DR
RIVERVIEW, FL 33578-5040

HENDERSON, JEAN C
363 MEDALLION BLVD APT B
MADEIRA BEACH, FL 33708-1968

MADERIA BEACH PARTNERS LLC
2494 JETT FERRY RD STE 201
DUNWOODY, GA 30338-3090

DLC RENTAL GROUP LLC
315 MEDALLION BLVD APT E
MADEIRA BEACH, FL 33708-1939

ZIND, NABILA EL
5 HEATHERSTONE DR
LAWTON, OK 73505-9535

HAVERKAMP, SIMONE
4287 MULGRAVE AVE
NORTH PORT, FL 34287-3915

WALTON, DOUGLAS E SR TRE
14377 YACHT CLUB BLVD
SEMINOLE, FL 33776-1104

KING, MICHELLE
1538 FISHBONE DR
JOHNS ISLAND, SC 29455-8434

MCENTEE, TIMOTHY A
6130 BAY LAKE DR N
ST PETERSBURG, FL 33708-3577

OCEAN SANDS CONDO ASSN
14950 GULF BLVD
MADEIRA BEACH, FL 33708-2065

MADEIRA HOTEL INVESTORS LLC
4729 RUE BORDEAUX
LUTZ, FL 33558-5368

POLLEI, JEFFREY A
230 MEDALLION BLVD UNIT F
MADEIRA BEACH, FL 33708-1958

KMSOUTH LLC
1434 CILANTRO CT
FT MILL, SC 29708-0133

SMITH, THOMAS R
8N389 BARRON RD
MAPLE PARK, IL 60151-9402

CLARKE, JOAN
301 MEDALLION BLVD
MADEIRA BEACH, FL 33708-1956

HOUGH, RAYMOND R TRE
55 HARRISTOWN RD STE 306
GLEN ROCK, NJ 07452-3303

COSBY, LARRY C
232 SHADY OAKS CIR
LAKE MARY, FL 32746-3686

LEACH, EDDIE DON
150 GREENE RD 721
PARAGOULD, AR 72450

NTJR FLORIDA HOME LLC
7901 4TH ST N STE 300
ST PETERSBURG, FL 33702-4399

PALLADENO, TRAVIS
267 REX PL APT B
MADEIRA BEACH, FL 33708-1926

MIDLAND TRUST COMPANY CDN
210 DENT DR
NAPLES, FL 34112-5255

MILLWARD, ALLISON W
229 MEDALLION BLVD APT G
MADEIRA BEACH, FL 33708-1957

DOMINICI, PETER
380 MEDALLION BLVD UNIT D
MADEIRA BEACH, FL 33708-1943

BHE PROPERTIES LLC
8011 COPELAND RD
ODESSA, FL 33556-3282

MEDALLION BLVD LLC
1407 8TH AVE S
EDMONDS, WA 98020-6632

HALLEY MANAGEMENT LLC
822 EMILY ST
MENASHA, WI 54952-2222

ROHDE, RICHARD C
301 MEDALLION BLVD UNIT G
MADIERA BEACH, FL 33708-1956

O'NEAL, DERRYL B
323 REX PL APT A
MADEIRA BEACH, FL 33708-1928

S&K MBYCC 259B LLC
4905 ITEN AVE SW
HOWARD LAKE, MN 55349-5204

JOBIN, TANYA
6207 S WESTSHORE BLVD APT 5034
TAMPA, FL 33616-1667

WELLINGER, GRANT
155 MEDALLION BLVD UNIT C
MADEIRA BEACH, FL 33708-1947

GO KOOL LLC
10563 BERMUDA ISLA DR
TAMPA, FL 33647-2719

MADEIRA BEACH, CITY OF
300 MUNICIPAL DR
MADEIRA BEACH, FL 33708-1916

PINES CARTER OF FLORIDA INC
3301 PONCE DE LEON BLVD PH PH
CORAL GABLES, FL 33134-7275

BOWDENS MARINA LLC
4729 RUE BORDEAUX
LUTZ, FL 33558-5368

VIDA SALGADA INC
3198 EDGEMOOR DR
PALM HARBOR, FL 34685-1707

FERANEC, VICTORIA MITALOVICH
273 REX PL APT A
MADEIRA BEACH, FL 33708-1927

KALDY, JENNIFER
10109 TANNER RAPIDS CT
LAS VEGAS, NV 89148-1626

ALLEN, CAROL A
267 REX PL APT F
MADEIRA BEACH, FL 33708-1926

CRGE HOLDINGS LLC
1044 EDMISTON PL
LONGWOOD, FL 32779-2774

WASKIEWICZ, MARYELLEN
230 MEDALLION BLVD UNIT D
MADEIRA BEACH, FL 33708

FALKENBERG, MELISSA D
1080 VAN VELSEN ST
SCHENECTADY, NY 12303-1849

NOREN, CONNIE K
363 MEDALLION BLVD APT A
MADEIRA BEACH, FL 33708-1968

MISKIN, MARY
337 REX PL UNIT E
MADEIRA BEACH, FL 33708-1929

DUPONT, JOSEPH
12 DUVAL ST
REHOBOTH, MA 02769-2567

GUNSHANAN, MARGARET
4040 LAKE MIRA DR
ORLANDO, FL 32817-1642

GABEL, STACY LYNN
7237 PERIWINKLE DR
MACUNGIE, PA 18062-8961

BENZSCHAWEL, JAMES MICHAEL
215 MEDALLION BLVD APT F
ST PETERSBURG, FL 33708-1955

OSPINA, GILMA
1000 ETOWAH FERRY DR APT 1402
ACWORTH, GA 30102-1767

FAT PROPERTIES LLC
4301 GAINESBOROUGH CT
TAMPA, FL 33624-2601

EQUITY TRUST CO CDN
9608 WOODBAY DR
TAMPA, FL 33626-2421

DIRTY DUCK MBYC LLC
16004 GULF BLVD
REDINGTON BEACH, FL 33708-1661

165 A MEDALLION LLC
1077 COVENTRY DR
LAKE FOREST, IL 60045-2727

MADEIRA TRIANGLE PROPERTIES LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

HUNTINGTON HOTEL CORP
643 DE SOTO DR
TIERRA VERDE, FL 33715-2018

MADEIRA TRIANGLE PROPERTIES LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

MADEIRA TRIANGLE PROPERTIES LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

DEHN PROPERTIES LLC
905 GEORGE ST PMB 1056
DEPREE, WI 54115-2917

BINGHAM, MATTHEW PAUL
380 MEDALLION BLVD UNIT G
MADEIRA BEACH, FL 33708-1943

PATNODE, KENNETH L
159 MEDALLION BLVD APT G
MADEIRA BEACH, FL 33708-1948

MCCLOSKEY, VERONICA J LLC
119 OCEAN AVE
BAY SHORE, NY 11706-8717

JC PROPERTIES 1 LLC
6592 DEVONHURST DR
SAINT LOUIS, MO 63129-3322

HOWARD, KRISTINE
3422 N ALEXANDER ST
PLANT CITY, FL 33565-2491

CASEY, WILLIAM
331 MEDALLION BLVD UNIT D
MADEIRA BEACH, FL 33708-1966

SEMLIES, LAURA
60 10TH AVE
SEA CLIFF, NY 11579-1128

MCFALL, BRIAN
831 100TH AVE N
ST PETERSBURG, FL 33702-2205

IHRIG, JENNIFER LYNNE
1000 COVE CAY DR UNIT 1B
CLEARWATER, FL 33760-1221

FITZGERALD, MARK THOMAS
23475 RIVER RD
LEXINGTON PARK, MD 20653-3325

DAUM, ROBERT CHARLES
7924 10TH AVE S
ST PETERSBURG, FL 33707-2704

P & L REAL ESTATE HOLDINGS LLC
4667 MEDLEY RD
OWENSBORO, KY 42301-9567

MAD BEACH PROPERTIES LLC
535 LILLIAN DR
MADEIRA BEACH, FL 33708-2369

EIGENMANN, MARIAN P
275 MEDALLION BLVD APT H
MADEIRA BEACH, FL 33708-1965

GROZINGER, OTTO NICHOLAS
9693 CATAWBA DR
SHREVEPORT, LA 71115-4617

MOZZELLI PROPERTIES LLC
15326 HARBOR DR
MADEIRA BEACH, FL 33708-1821

BEATTY, CHRISTINE
2102 N COLDSPRING RD
ARLINGTON HEIGHTS, IL 60004-7292

RAIMONDO, ANNETTE G
15602 REDINGTON DR
REDINGTON BEACH, FL 33708-1700

WELLINGER, SONIA
260 MEDALLION BLVD UNIT G
MADEIRA BEACH, FL 33708-1961

CARTER, SCOTT MICHAEL
11056 111TH WAY
LARGO, FL 33778-3120

KOCH, HUBERT
821 GARDEN DR
FRANKLIN SQ, NY 11010-3924

BERRY, ROGER W
2868 21ST AVE N
ST PETERSBURG, FL 33713-4204

ELZIND, NABILA H
5 NW HEATHERSTONE DR
LAWTON, OK 73505-9535

BAXTER, ROGER D
1125 LAKEVIEW AVE NW
CANTON, OH 44708-3707

City Of Madeira Beach FLORIDA

AFFIDAVIT OF POSTING

Date: 10/24/2025

Postings for: ABP-2025-05

Before me this day Lisa Schuman personally appeared. He/she has posted public notices at the locations indicated in the notice document(s).

Lisa Schuman
Signature

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 24th day of October, 2025.

Personally known or produced _____ as identification.

Barbara A Scott
Notary Public

BARBARA A. SCOTT
MY COMMISSION # HH 673664
EXPIRES: May 22, 2029

Notary Public Stamp

10/24/25
Date

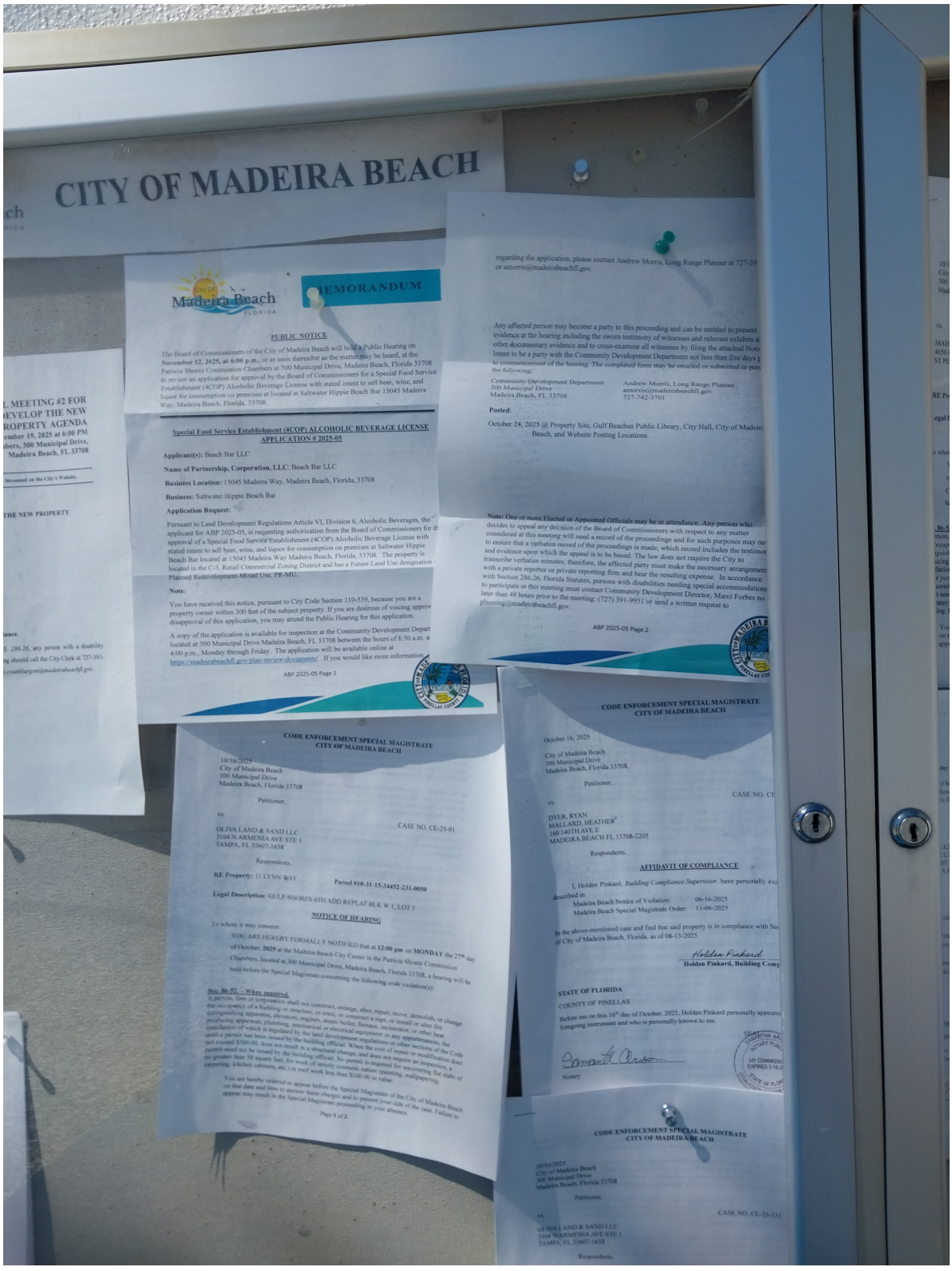
*Copy of public notice is attached.

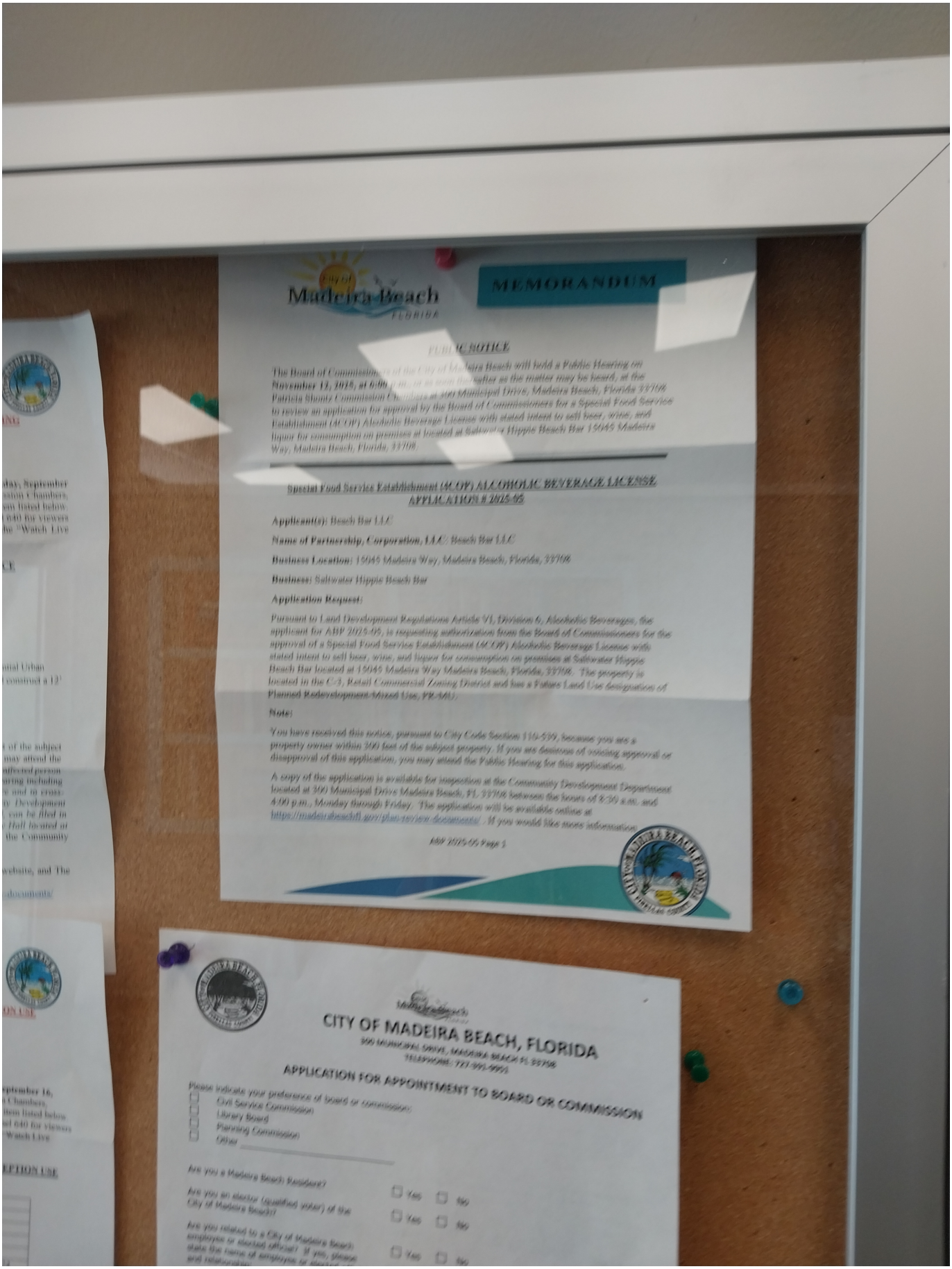
Plan Review Documents

Alcoholic Beverage License Public Hearing BOC Regular Meeting November 12, 2025

ABP 2025-05 Beach Bar LLC Application

ABP 2025-05 Beach Bar LLC Public Notice


CITY OF MADEIRA BEACH
Madeira Beach
FLORIDA
MEMORANDUM
PUBLIC NOTICE
The Board of Commissioners of the City of Madeira Beach will hold a Public Hearing on November 12, 2025, 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 approval by the Board of Commissioners for a Special Food Service Establishment (4COP) Alcoholic Beverage License with stated intent to sell beer, wine, and liquor for consumption on premises at located at Saltwater Hippie Beach Bar 15045 Madeira Way, Madeira Beach, Florida, 33708.
Special Food Service Establishment (4COP) ALCOHOLIC BEVERAGE LICENSE APPLICATION # 2025-05
Applicant(s): Beach Bar LLC
Name of Partnership, Corporation, LLC: Beach Bar LLC
Business Location: 15045 Madeira Way, Madeira Beach, Florida, 33708
Business: Saltwater Hippie Beach Bar
Application Request:
Note:
ABP 2025-05 Page 1
regarding the application, please contact Andrew Morris, Long Range Planner at 727-39
or amorris@madeirabeachfl.gov.
Any affected person may become a party to this proceeding and can be entitled to present
Community Development Department
300 Municipal Drive
Madeira Beach, FL 33708
Andrew Morris, Long Range Planner
amorris@madeirabeachfl.gov
727-742-3701
Posted:
October 24, 2025 @ Property Site, Gulf Beaches Public Library, City Hall, City of Madeir
Beach, and Website Posting Locations.
Note: One or more Elected or Appointed Officials may be in attendance. Any person who
ABP 2025-05 Page 2
CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF MADEIRA BEACH
10/16/2025
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708
Petitioner,
vs.
OLIVA LAND & SAND LLC
3104 N ARMENIA AVE STE 1
TAMPA, FL 33607-1658
CASE NO. CE-25-91
Respondents.
RE Property: 11 LYNN WAY
Parcel #10-31-15-34452-231-0050
Legal Description: GULF SHORES 6TH ADD REPLAT BLK W 1, LOT 5
NOTICE OF HEARING
To whom it may concern:
YOU ARE HEREBY FORMALLY NOTIFIED that at 12:00 pm on MONDAY the 27th day
of October, 2025 at the Madeira Beach City Center in the Patricia Shontz Commission
Chambers, located at 300 Municipal Drive, Madeira Beach, Florida 33708, a hearing will be
held before the Special Magistrate concerning the following code violation(s):
Sec. 86-52. - When required.
A person, firm or corporation shall not construct, enlarge, alter, repair, move, demolish, or change
the occupancy of a building or structure, or erect, or construct a sign, or install or alter fire
extinguishing apparatus, elevators, engines, steam boiler, furnace, incinerator, or other heat
producing apparatus, plumbing, mechanical or electrical equipment or any appurtenances, the
installation of which is regulated by the land development regulations or any appurtenances, the
until a permit has been issued by the building official. When the cost of repair or modification does
not exceed $500.00, does not result in a structural change, and does not require an inspection, a
permit need not be issued by the building official. No permit is required for uncovering flat slabs of
no greater than 50 square feet, for work of strictly cosmetic nature (painting, wallpapering,
carpeting, kitchen cabinets, etc.) or roof work less than $100.00 in value.
You are hereby ordered to appear before the Special Magistrate of the City of Madeira Beach
on that date and time to answer these charges and to present your side of the case. Failure to
appear may result in the Special Magistrate proceeding in your absence.
Page 1 of 2
CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF MADEIRA BEACH
October 16, 2025
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708,
Petitioner,
vs.
CASE NO. CE
DYER, RYAN
MALLARD, HEATHER
160 140TH AVE E
MADEIRA BEACH FL 33708-2205
Respondents.
AFFIDAVIT OF COMPLIANCE
I, Holden Pinkard, Building Compliance Supervisor, have personally exa
described in
Madeira Beach Notice of Violation: 06-16-2025
Madeira Beach Special Magistrate Order: 11-06-2025
In the above-mentioned case and find that said property is in compliance with Sec
of City of Madeira Beach, Florida, as of 08-13-2025
Holden Pinkard
Holden Pinkard, Building Comp
STATE OF FLORIDA
COUNTY OF PINELLAS
Before me on this 16th day of October, 2025, Holden Pinkard personally appeared
foregoing instrument and who is personally known to me.
Notary
CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF MADEIRA BEACH
10/16/2025
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708
Petitioner,
vs.
CASE NO. CE-25-131
OLIVA LAND & SAND LLC
3104 N ARMENIA AVE STE 1
TAMPA, FL 33607-1658
Respondents.



MEMORANDUM

PUBLIC NOTICE

The Board of Commissioners of the City of Madeira Beach will hold a Public Hearing on November 12, 2025, 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 approval by the Board of Commissioners for a Special Food Service Establishment (SFOP) Alcoholic Beverage License with stated intent to sell beer, wine, and liquor for consumption on premises at located at Saltwater Hippie Beach Bar 15045 Madeira Way, Madeira Beach, Florida, 33708.

Special Food Service Establishment (SFOP) ALCOHOLIC BEVERAGE LICENSE APPLICATION # 2025-05

Applicant(s): Beach Bar LLC

Name of Partnership, Corporation, LLC: Beach Bar LLC

Business Location: 15045 Madeira Way, Madeira Beach, Florida, 33708

Business: Saltwater Hippie Beach Bar

Application Request:

Pursuant to Land Development Regulations Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2025-05, is requesting authorization from the Board of Commissioners for the approval of a Special Food Service Establishment (SFOP) Alcoholic Beverage License with stated intent to sell beer, wine, and liquor for consumption on premises at Saltwater Hippie Beach Bar located at 15045 Madeira Way Madeira Beach, Florida, 33708. The property is located in the C-3, Retail Commercial Zoning District and has a Future Land Use designation of Planned Redevelopment Mixed Use, PR-MU.

Note:

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 at the Community Development Department located at 300 Municipal Drive Madeira Beach, FL 33708 between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. The application will be available online at https://madeirabeachfl.gov/plan-review-documents/ . If you would like more information

ABP 2025-05 Page 1

CITY OF MADEIRA BEACH, FLORIDA

300 MUNICIPAL DRIVE, MADEIRA BEACH FL 33708

TELEPHONE: 727-391-9951

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

Please indicate your preference of board or commission:

- ☐ Civil Service Commission
- ☐ 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

NOTICE OF PUBLIC HEARING
APPLICATION NO.: ABP 2025-05
REQUEST: 4 COP Alcoholic Beverage License
PROPERTY DESCRIPTION: 1504 S Madeira Way
HEARING DATE & TIME: November 12, 2025 @ 6:00PM
HEARING LOCATION: COMMISSION CHAMBERS, MADEIRA BEACH CITY HALL
300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708
THE PROJECT FILE IS AVAILABLE FOR PUBLIC REVIEW DURING NORMAL BUSINESS HOURS IN THE COMMUNITY DEVELOPMENT DEPARTMENT
300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708
CALL 727-391-9951 FOR MORE INFORMATION
DANGER
CONTRACTOR JOB
KEEP OUT

Memorandum

Meeting Details: November 12, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: ITB #25-13 Archibald Snack Shack

Background

In follow up to the workshop held November 12, 2025 at 4:00PM. The Archibald Snack Shack, located at Archibald Memorial Beach Park, was originally constructed in 1934 as a rehabilitation center for Veterans. In 1975, the building was repurposed into a concession stand originally operated by the local chapter of the Disabled American Veterans and more recently by private companies. During the 2024 hurricane season, the Snack Shack suffered from both flood and limited wind damage.

In December 2024, the City approved a structural assessment agreement with engineering firm, Pennoni, to evaluate the building's condition and provide recommendations for rehabilitation. The assessment was completed in March 2025, confirming several structural repairs were needed.

Following completion of the assessment, which included a "construction estimate", staff compared the construction estimate with the Pinellas County Property Appraisers Office (PCPAO) FEMA Substantial Improvement 50% value and determined the initial cost estimate exceeded the allowable threshold based on full building value of $503,262 (50% = $251,631). To get a more accurate value, the city obtained a private appraisal, which increased the assessed value of the structure to $855,000 (50% = $427,500.00).

With the higher value, the city continued with Pennoni to prepare a construction plan set to return the building shell to its pre-storm condition. Following completion of the design and scope of work, the project was publicly advertised as Invitation to Bid (ITB) 25-13 – Archibald Snack Shack Improvements. The scope included the required repairs/improvements for the structural rehabilitation of the building as well electrical, mechanical, plumbing, flooring, interior finishes, etc.

On November 4, 2025, the City received five (5) responsive bids, with costs ranging from $399,828 to the lowest submitted bid of $222,604.20. Upon review, staff determined that the apparent low bidder did not possess the required State of Florida General Contractor's License as specified in the ITB, holding instead a Certified Building Contractor license. As such, the lowest responsive and responsible bidder was determined to be Mali Corporation, with a bid amount of $238,062.00 (see attached submittal and contract).

The Snack Shack remains a wood-frame structure built on timber pilings, and while visual inspecti engineering assessments have provided a general understanding of its condition, many structural and concealed components are not visible to the naked eye.

The replacement and restoration of all commercial kitchen components, mechanical and electrical systems, and interior finishes necessary to return the facility to its original operational intent as a functioning concession facility and community amenity cost go towards the FEMA 50% rule.

As this direction is being evaluated, some key considerations staff would like to make note of:

- The structure is a wood shell supported on timber piles and not all of the structural components could be assessed due to sand build up,
- Unforeseen cost that increase the estimated cost of construction should be anticipated due to potential deterioration or hidden damage to framing, pilings, or subflooring. These conditions may require field adjustments, additional repair work, or change orders to ensure the building's long-term stability and compliance with current codes.
- The City must be extremely cautious of exceeding the allowable 50% spend of $427,500. The costs which will count against the value includes this bid proposal, any demolition work which has occurred as well as any equipment which is installed/attached in the building by the occupant such as built in stoves, hoods, grills, walk in coolers, etc..

Fiscal Impact

To be determined after a decision is reached.

Recommendation(s)

Board of commissioners to recommend path forward based on workshop discussion.

Attachments

- 2024 PCPA FEMA Letter
- ACV Appraisal
- Pennoni Structural Assessment including Construction estimate
- Mali Corp Bid Submittal and contract

MIKE TWITTY, MAI, CFA
Pinellas County Property Appraiser
www.pcpao.gov **mike@pcpao.gov**

MADEIRA BEACH, CITY OF
300 MUNICIPAL DR
MADEIRA BEACH, FL 33708-1916

RE: 09-31-15-00000-130-0500 Situs: 15102 GULF BLVD Year of Values: 2024

Pre-storm Building Value Reconsideration (BVR)
(Revised FEMA Letter)

Thank you for submitting your application and documentation for a Pre-Storm Building Value Reconsideration (BVR). Our appraisal staff have completed a review of the provided documentation and determined that an adjustment to this parcel's structure value is warranted as of a Pre-Storm effective date of value.

The revised structure value is **$503,262** as of a Pre-Storm effective date of value of **09/25/2024**.

The preceding value allocation to the structure **would allow repairs/improvements not to exceed $251,630 based on the "50% Rule"**.

If you disagree with the Property Appraiser's valuation of the structure, you may engage an independent state-certified real estate appraiser to appraise the depreciated value of the structure (building). This type of appraisal is referred to as an Actual Cash Value (aka FEMA "50% Rule") appraisal. The Building Official and/or Floodplain Manager within the property's jurisdiction will review the appraisal and if approved, the depreciated value of the structure (building) may be used in lieu of the Pinellas County Property Appraiser's value estimate.

Please visit https://www.pcpao.gov/how-do-i/storm-damage-faqs to learn more.

Private appraisers should familiarize themselves with the jurisdiction's appraisal review checklist and have experience or gain competency in performing these specialized appraisal assignments. A copy of Pinellas County's Appraisal Review Checklist is available at: https://pinellas.gov/appraisals. Other jurisdictions (Cities) may have their own review checklist.

Please visit https://pinellas.gov/substantial-damage-substantial-improvement for more information and FAQ's regarding the FEMA "50% (or 49%) Rule".

Value Use Limitations
This information is provided solely for the purposes stated above. It is invalid for any other purpose.

Printed 11/05/2025

AN APPRAISAL REPO

OF
THE CONTRIBUTORY VALUE (ACTUAL CASH VALUE) OF A SNACK BAR RESTAURANT STRUCTURE

LOCATED AT
15102 GULF BOULEVARD
MADEIRA BEACH,
PINELLAS COUNTY,
FLORIDA 33708

Prepared for:
City of Madeira Beach,
And
The Local Flood Zone Administrator

Prepared by:
Raymond V. Shuchart, MAI
FL State Certified General Appraiser RZ1585
1149 Clays Trail
Oldsmar, Florida 34677

April 28, 2025

City of Madeira Beach

And

The Local Flood Zone Administrator

Re: A contributory value (actual cash value)
of a snack bar restaurant structure
Located at 15102 Gulf Boulevard
Madeira Beach, Pinellas County, Florida 33708

To both client and the Flood Zone Administrator:

At your request, we have developed an appraisal of the above-referenced subject property and prepared the following appraisal report. We valued the subject and its environs on September 25, 2024 (date of Storm). We inspected the subject as of April 19, 2025.

The purpose of this appraisal is to develop and report an informed and independent opinion of fee simple market value (actual cash value) of the subject property (defined herein as a restaurant structure). We have estimated the deprecated replacement cost of the subject improvements.

The intended use of the appraisal is to provide a value estimate for the support of a building permit application subject to significant improvement/significant damage determination. This report is not intended for any other use. The intended user of this report is owner and the local Flood Zone Administrator. Use of this report by others is not intended.

The NFIP regulations do not define "market value." Generally, market value can be explained as the amount an owner would be willing but not obliged to accept, and that a buyer would be willing but not compelled to pay (SI/SD desk reference 4/12).

SI/SD desk reference 4.5.3 Actual Cash Value Actual cash value (ACV) is the cost to replace a building on the same parcel with a new building of like-kind and quality, minus depreciation due to age, use, and neglect. ACV does not consider loss in value simply due to outmoded design or location factors. The concept of ACV is used in both the insurance industry and the construction industry. In most situations, ACV is a reasonable approximation of market value.

This appraisal was developed and is reported in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of the Appraisal Foundation and the Code of Professional Ethics, the Supplemental Standards of Professional Appraisal Practice of the Appraisal Institute, and client requirements. The following appraisal report is qualified by the Assumptions and the Limiting Conditions (which are in the Addenda), as well as the Extraordinary Assumptions (which are in the Executive Summary section).

Thank you for engaging us to complete this assignment. If you have any questions concerning the following appraisal report, or if we can be of any further assistance to you, please feel free to contact us at any time.

Thank you for the opportunity to complete this assignment. If you have any questions, or concerns, please feel free to contact us.

Sincerely,

Raymond V. Shuchart, MAI
State-Certified General Real Estate Appraiser 1585
Phone: 813.460 7635
Email: RayShuchart@gmail.com

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ADDENDA .....

CERTIFICATION OF VALUE

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions (which are in the Addenda) as well as the Extraordinary Assumptions (which are in the Executive Summary section), and are our personal, unbiased professional analyses, opinions, and conclusions.

3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.

4. We have performed services, as an appraiser, regarding the property that is the subject of this report within the past three-year period immediately preceding acceptance of this assignment.

5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

9. Raymond V. Shuchart, MAI has made a personal inspection of the property that is the subject of this report.

10. No one provided significant real property appraisal assistance to the person signing this certification, except where noted in this report.

11. The reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

13. As of the date of this report, Raymond V. Shuchart, MAI has completed the requirements of the continuing education program of the Appraisal Institute.

14. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

Based upon our inspection of the subject property and its environs together with our market research, analyses, and professional judgment, we conclude the following value for the contributory value (Madeira Beach FEMA Value, actual cash value less indirect fees). We valued the subject and its environs on September 25, 2024 (date of Storm) We inspected the subject as of April 19, 2025, is:

EIGHT HUNDRED FIFTY-FIVE THOUSAND DOLLARS

($855,000)

(Madeira Beach FEMA Value, actual cash value less indirect fees).)

Raymond V. Shuchart, MAI
State-Certified General Real Estate Appraiser 1585
Phone: 813.460-7635
Email: RayShuchart@gmail.com

EXECUTIVE SUMMARY

Property Type:	A snack bar restaurant structure
Location:	15120 Gulf Boulevard, Madeira Beach, Pinellas County, Florida 33708
Tax Parcel #:	09-31-15-00000-130-0500
Purpose of the Appraisal:	To estimate the contributory market value (actual cash value) of the restaurant structure.
.	
Intended Use of the Appraisal:	The intended use of the appraisal is to provide a value estimate for the support of a building permit application subject to significant improvement/significant damage determination. This report is not intended for any other use.
Intended User:	The intended user of this report is the client and the Flood Zone Administrator. Use of this report by others is not intended.
Client:	City of Madeira Beach and local flood zone administrator
Property Rights Appraised:	Fee simple interest
Date of Value Estimate:	September 25, 2024, inspected on April 19, 2025
Zoning:	R-3, Medium Density Multi-family Residential District

Improvement Data:

# Buildings:	One
Construction Class:	D, Frame
Construction Quality:	Good-excellent
Year Built:	1945 (Renovated 2015)
Condition:	Average
Effective Age:	15 years (renovated)
Economic life:	60 years overall
Remaining Life:	45 years overall
GLA Area	3,600 SF
Occupancy:	Owner

Highest and Best Use

Of Land as though Vacant:	Residential development
Of Property as Improved:	Continued use as a restaurant

Value Conclusions

Cost Approach:	**$855,000 Madeira Beach FEMA Value** (ACV building value less indirect fees)
Estimated Exposure Time:	1-3 months
Estimated Marketing Period:	1-3 months
,	
Conditions:	The final value estimate is qualified by the Certification of Value, the Assumptions and Limiting Conditions (which are in the Addenda), as well as the following Extraordinary Assumptions.
Extraordinary Assumptions:	We have relied on county property appraiser records. We assume this information is accurate and should a current survey and legal description indicate otherwise we reserve the right to readdress our conclusion. This assumption impacts our assignment results. DEFINITION OF MARKET VALUE IN PINELLAS COUNTY CODE OF ORDINANCES: Market value means the value of buildings and structures, excluding the land and other improvements on the parcel. As used in this chapter, the term refers to the actual cash value (like-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction), determined by a qualified independent appraiser (for FEMA structural estimation purposes). **The NFIP regulations do not define "market value." Generally, market value can be explained as the amount an owner would be willing but not obliged to accept, and that a buyer would be willing but not compelled to pay (SI/SD desk reference 4/12).**

SI/SD desk reference 4.5.3 Actual Cash Value Actual cash value (ACV) is the cost to replace a building on the same parcel with a new building of like-kind and quality, minus depreciation due to age, use, and neglect. ACV does not consider loss in value simply due to outmoded design or location factors. The concept of ACV is used in both the insurance industry and the construction industry. In most situations, ACV is a reasonable approximation of market value.
x

VALUATION PROCESS

The valuation process began when we identified the appraisal problem and ended when the report was completed and delivered. The valuation process was accomplished through the following six steps:

The **first step** in the valuation process is the definition of the appraisal problem. This step includes: Identification of the appraisal development process and appraisal report type; identification of the real estate; purpose of the appraisal; intended use of the appraisal; property rights appraised; definition of value; date of value estimate; and determination of the scope of work. The Assumptions and Limiting Conditions are included in the Addenda and the Extraordinary Assumptions are included in the Executive Summary section. The following are the premises of this appraisal:

Identification of the real estate:	15102 Gulf Boulevard, Madeira Beach, Pinellas County, Florida 33708
Purpose of the Appraisal:	The purpose of this appraisal is to estimate the contributory market value (actual cash value) of the restaurant structure.
Intended Use of the Appraisal:	The intended use of the appraisal is to provide a value estimate for the support of a building permit application subject to a significant improvement/significant damage determination. This report is not intended for any other use.
Intended User of the Appraisal:	The intended user of this report is Madeira Beach and the local flood zone Administrator. Use of this report by others is not intended.
Client:	City of Madeira Beach and local flood zone administrator
Property Rights Appraised:	Fee simple interest
Definition of Value:	DEFINITION OF MARKET VALUE IN PINELLAS COUNTY CODE OF ORDINANCES: Market value means the value of buildings and structures, excluding the land and other improvements on the parcel. As used in this chapter, the term refers to the actual cash value (like-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction), determined by a qualified independent appraiser (for FEMA structural estimation purposes).

Date of Value Estimate:	We valued the subject and its environs on September 25, 2024 (date of Storm) We inspected the subject as of April 19, 2025 (Date of Inspection)

Scope of Work: This appraisal includes the market research and analyses necessary to reach a final value estimate using the sales comparison approaches to value. We inspected the subject, its environs, and market area. The depth of research was representative of the current real estate market and economic environment. Our judgment was used in the absence of available market data and when additional research to generate such data was not feasible in relation to its importance to the appraisal problem. This appraisal report is a record of our research, analyses, opinions, and conclusions.

The **second step** in the valuation process is the preliminary research, data collection, data evaluation, and data selection. This step includes: General data concerning the market area – social, economic, governmental, and environmental considerations; competitive supply and demand data concerning listings, sales, and market conditions; and data specific to the subject site, improvements (if any), and sales history.

The **third step** in the valuation process is the highest and best use analysis of the land as though vacant and of the property as improved. The highest and best use identifies that use which is legally permissible, physically possible, financially feasible, and maximally productive.

The **fourth step** in the valuation process in this appraisal involved using the cost approach to value. The cost approach is most applicable when valuing only a portion of the improvements located on a property.

The **fifth step** in the valuation process is the reconciliation of value indications, resulting in the final value estimate. Since only one approach is utilized, a reconciliation is not possible.

The **sixth step** and final step in the valuation process is the completion and delivery of

DEFINITIONS

DEFINITION OF MARKET VALUE IN PINELLAS COUNTY CODE OF ORDINANCES: Market value means the value of buildings and structures, excluding the land and other improvements on the parcel. As used in this chapter, the term refers to the actual cash value (like-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction), determined by a qualified independent appraiser (for FEMA structural estimation purposes).

Market Value – The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;

2. Both parties are well informed or well advised, and acting in what they consider their own best interests;

3. A reasonable time is allowed for exposure in the open market;

4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24,1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994.)[1]

Fee Simple Estate – Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[2]

Extraordinary Assumption – An assignment-specific assumption as of the effective, date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. (USPAP, 2024-2025 ed.)[3]

[1] The *Dictionary of Real Estate Appraisal*, Seventh Edition (Chicago: Appraisal Institute, 2022), page 118

[2] *The Dictionary of Real Estate Appraisal*, Seventh Edition (Chicago: Appraisal Institute, 2022), page 73.

[3] The *Dictionary of Real Estate Appraisal*, Seventh Edition (Chicago: Appraisal Institute, 2022), page 68.

NEIGHBORHOOD MAP

SUBJECT PHOTOGRAPHS PRIOR STORM

INTERIOR

INTERIOR

INTERIOR AREA

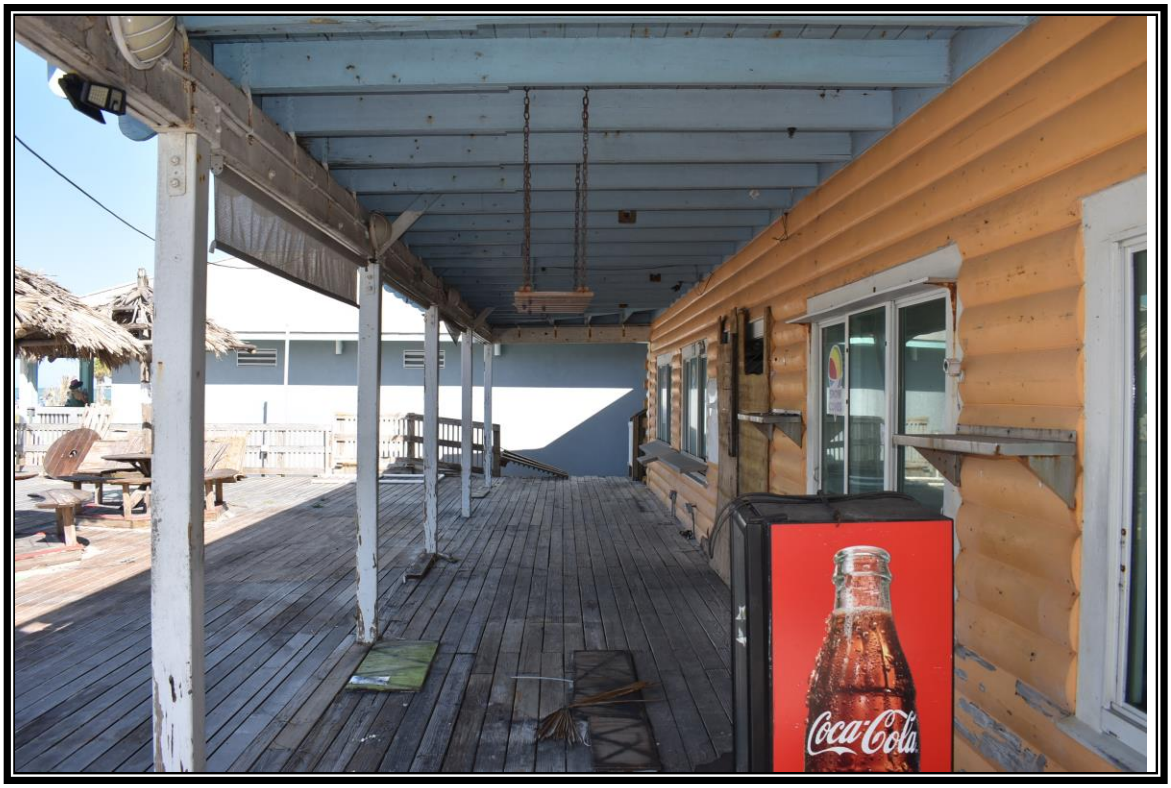
INTERIOR AREA

SUBJECT PHOTOGRAPHS POST STORM

STREET ELAVATION

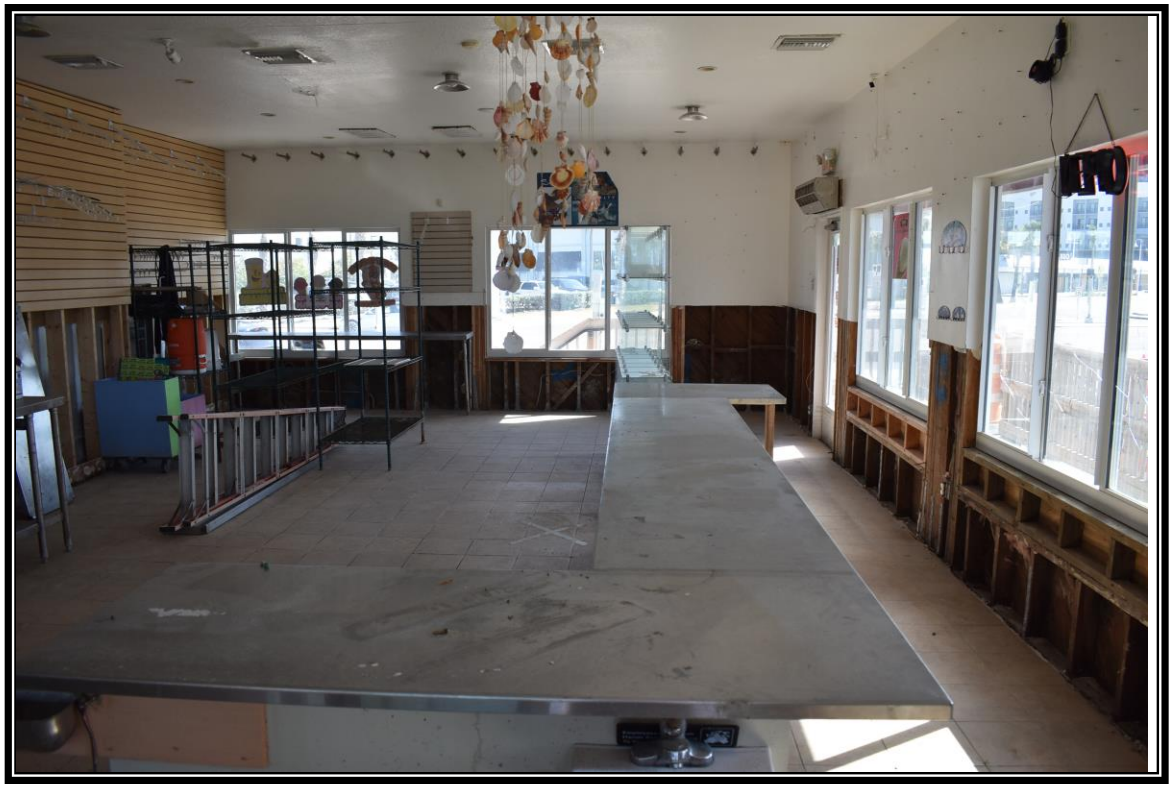
STREET VIEW

INTERIOR AREA



EAST ELEVATION

REAR ELEVATION



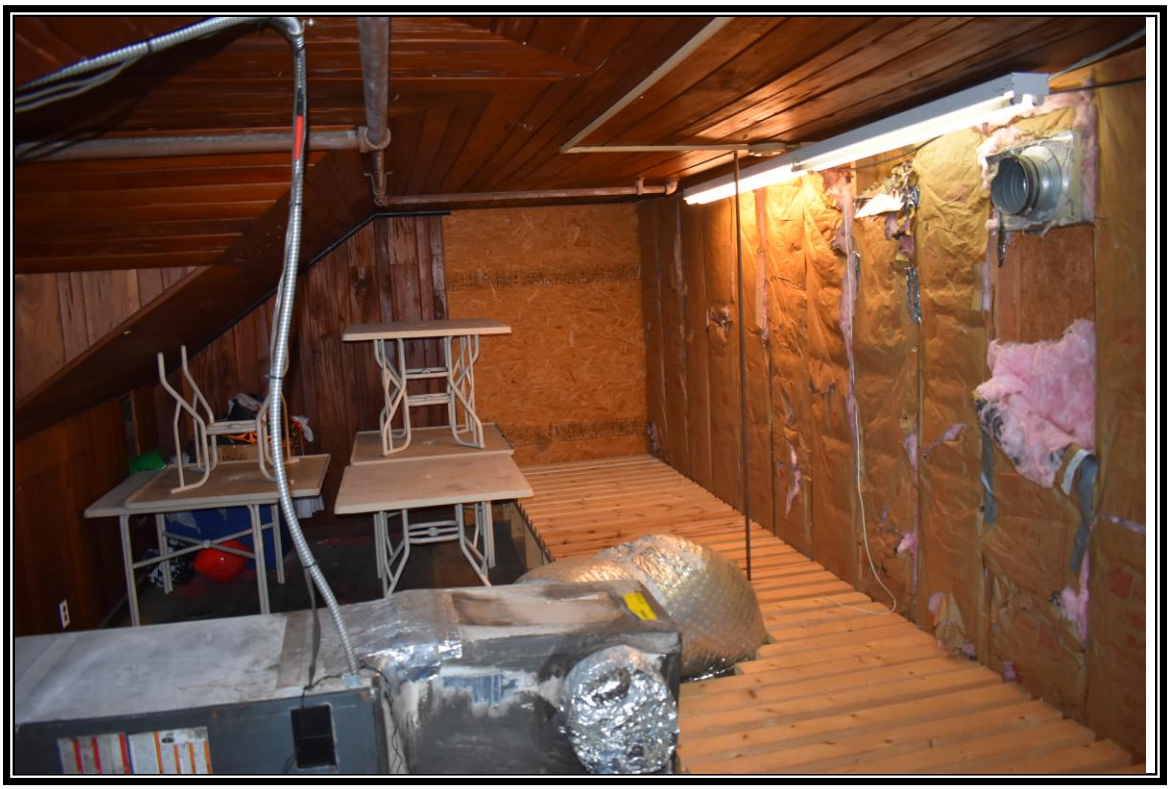
WEST ELEVATION

INTERIOR AREA

INTERIOR AREA

INTERIOR AREA

FRONT ELEVATION



WEST ELEVATION

SOUTHERN ELEVATION

PLAT AND AERIAL MAP

Source: County

FLOOD PLAIN MAP

MARKET OVERVIEW

Tampa Bay Retail Overview

The market analysis forms a basis for assessing market area boundaries, supply and demand factors, and indications of financial feasibility. We have relied primarily on data obtained from CoStar.

At the end of the third quarter of 2024, the Tampa Bay market contained 266.1 million square feet (according to Costar Group) of retail space within Hillsborough, Pinellas, Pasco, Polk, Hernando, Sarasota, and Manatee Counties. The Tampa Bay retail inventory is geographically segmented into 9 sub-markets, with the Pinellas and Sarasota/Bradenton markets being the largest. The subject is located in the **Pinellas County** Retail submarket.

Total Retail Market Statistics Q3 2024

	Market	Existing Inventory # Blds	Existing Inventory Total GLA	Total SF	Vac %	YTD Net Absorption	YTD Deliveries	Under Const SF	Quoted Rates
	Central Tampa	1,916	19,388,898	426,640	2.2%	20,111	1,565	102,778	$35.53
	Eastern Outlying	758	8,430,671	140,489	1.7%	10,102	13,873	12,900	$24.05
	Hernando County	739	9,837,238	171,936	1.7%	-5,872	2,500	0	$20.90
	I-75 Corridor	2,526	30,539,307	539,983	1.8%	-20,397	74,880	35,770	$25.43
	North Hillsborough	1,517	20,070,273	430,136	2.1%	11,564	0	0	$26.64
	Pasco County	2,333	30,520,278	1,000,195	3.3%	275,675	251,031	180,264	$22.78
→	Pinellas	5,635	59,467,431	1,925,527	3.2%	296,768	127,664	51,020	$26.12
	Polk County	3,063	33,917,488	1,245,646	3.7%	37,211	119,450	119,891	$19.36
	Sarasota/Bradenton	4,553	53,949,019	1,227,164	2.3%	-11,722	35,475	523,287	$24.41
	Totals	**23,040**	**266,120,603**	**7,107,716**	**2.4%**	**613,440**	**626,438**	**1,025,910**	**$25.02**

Source: CoStar Property®

The Tampa Bay Retail market ended the third quarter of 2024 with an overall vacancy rate of 2.4%, which is equal from the previous quarter. Rental rates in the overall market finished at $25.02 per square foot, which is up from the previous quarter. Absorption through the end of the third quarter of 2024 was 613,440 square feet. There was a total of 626,438 square feet of new space delivered to the market at the end of the third quarter of 2024, with an additional 1,025,910 square feet still under construction.

Total Retail Market Statistics Q3 2024

Period	Existing Inventory # Blds	Existing Inventory Total GLA	Total SF	Vac %	Net Absorption	Deliveries Total GLA	UC Inventory # Blds	UC Inventory Total GLA	Quoted Rates
2024 3q	23,040	266,120,603	7,107,716	2.4%	613,440	626,438	67	1,025,910	$25.02
2024 2q	22,983	265,327,251	7,028,844	2.4%	661,122	380,737	86	1,478,454	$24.89
2024 1q	22,851	262,239,098	7,306,435	2.6%	-39,996	147,739	72	1,442,037	$24.85
2023 4q	22,800	261,876,901	6,970,017	2.4%	-153,492	292,892	79	1,035,853	$24.46
2023 3q	22,698	261,771,164	6,736,546	2.4%	182,589	280,391	101	1,298,195	$24.08
2023 2q	22,593	260,869,217	6,628,529	2.4%	474,658	474,713	99	1,410,943	$23.57
2023 1q	22,518	260,142,410	6,672,785	2.5%	397,940	494,959	113	2,072,211	$23.21
2022 4q	22,435	257,617,857	6,426,767	2.3%	554,910	201,848	104	1,792,842	$22.66
2022 3q	22,384	257,342,087	6,812,668	2.5%	656,700	551,013	100	1,797,582	$22.31
2022 2q	22,295	256,593,187	6,718,006	2.6%	1,140,875	288,736	110	1,897,645	$21.87
2022 1q	22,218	255,927,984	7,553,223	2.9%	601,511	142,884	92	1,365,514	$21.28
2021 4q	22,156	255,607,116	8,179,953	3.0%	738,482	249,266	74	909,304	$20.76
2021 3q	22,076	254,593,192	8,600,968	3.2%	1,278,165	312,702	69	954,338	$20.11
2021 2q	21,991	254,379,748	9,292,337	3.4%	402,400	315,052	75	1,216,518	$20.15
2021 1q	21,928	253,435,098	10,262,350	3.8%	69,066	396,536	91	1,161,699	$19.40
2020 4q	21,863	253,215,030	10,209,106	3.8%	724,567	278,279	72	1,071,782	$19.25
2020 3q	21,794	252,862,242	11,185,368	4.1%	-131,770	445,844	115	1,430,024	$19.35
2020 2q	21,686	252,310,199	10,641,657	3.9%	117,866	-35,162	109	1,742,290	$19.13
2020 1q	21,604	252,032,850	10,140,139	3.7%	-393,048	203,805	132	1,789,026	$19.03
2019 4q	21,520	251,309,933	9,773,768	3.7%	86,247	95,006	87	1,278,338	$18.76
2019 3q	21,388	250,512,628	10,215,608	4.1%	760,919	849,901	84	1,553,477	$16.32

Source: CoStar Property®

Market

According to CoStar, there are approximately 5,635 retail buildings in the Pinellas submarket consisting of approximately 59.5 million square feet of retail space. The retail vacancy rate at the end of the third quarter of 2024 was approximately 3.2%. The average asking rental rate was $26.12 per square foot on a triple net basis.

	Existing Inventory		Vacancy		Net	Deliveried Inventory	UC Inventory	Quoted
Period	# Blds	Total RBA	Total SF	Vac %	Absorption	Total RBA	Total RBA	Rates
2024 3q	5,635	59,467,431	1,925,527	3.2%	296,768	127,664	51,020	$26.12
2024 2q	5,632	59,287,162	2,020,213	3.4%	-67,187	16,016	211,320	$26.17
2024 1q	5,598	58,609,384	2,003,133	3.4%	-42,652	-13,012	24,637	$26.08
2023 4q	5,589	58,773,098	1,941,805	3.3%	-95,661	11,884	106,034	$25.71
2023 3q	5,571	58,744,818	1,889,374	3.2%	-60,611	53,531	117,264	$25.28
2023 2q	5,561	58,561,331	1,720,781	2.9%	12,652	2,699	148,511	$24.44
2023 1q	5,552	58,497,969	1,752,159	3.0%	110,825	135,160	175,207	$24.05
2022 4q	5,533	58,030,894	1,656,776	2.9%	-41,553	10,198	174,341	$23.46
2022 3q	5,528	58,039,616	1,619,239	2.8%	98,753	79,947	128,252	$23.04
2022 2q	5,511	57,800,514	1,619,232	2.8%	301,478	56,519	196,485	$22.55
2022 1q	5,496	57,770,366	1,820,400	3.2%	148,260	-58,208	225,704	$21.97
2021 4q	5,486	57,814,205	2,094,025	3.6%	-91,357	6,800	52,328	$21.34
2021 3q	5,469	57,458,733	2,095,827	3.6%	337,284	4,511	133,728	$20.55
2021 2q	5,460	57,545,755	2,404,272	4.2%	198,432	34,700	116,293	$20.61
2021 1q	5,451	57,460,109	2,517,811	4.4%	16,228	25,695	43,493	$19.80
2020 4q	5,447	57,419,268	2,576,171	4.5%	64,912	8,013	129,261	$19.64
2020 3q	5,431	57,412,284	2,665,125	4.6%	-106,692	53,848	215,744	$19.69

Pinellas Market

Submarket

The subject is also located in the South Pinellas submarket as defined by CoStar. The submarket currently has a vacancy rate at 2.3% with current rental rates at $26.70 per square foot.

Total Retail Submarket Statistics Q3 2024

	Existing Inventory				YTD Net	YTD	Under	Quoted
Market	# Blds	Total GLA	Total SF	Vac %	Absorption	Deliveries	Const SF	Rates
Bayside	195	3,302,138	108,174	3.3%	-2,655	0	0	$27.00
Downtown Clearwater	219	1,681,811	26,451	1.6%	-2,610	0	0	$23.38
Downtown St Petersburg	200	2,367,899	196,227	8.3%	184,737	160,000	20,000	$38.72
Downtown Tampa	280	3,850,475	155,336	4.0%	-60,962	0	41,404	$34.71
East Tampa	951	13,389,383	127,949	1.0%	-8,813	0	0	$26.55
Eastern Outlying	758	8,430,671	140,489	1.7%	10,102	13,873	12,900	$24.05
Gateway	298	3,643,083	131,406	3.6%	-9,408	420	0	$24.42
Hernando County	739	9,837,238	171,936	1.7%	-5,872	2,500	0	$20.90
Manatee	1,720	20,147,053	387,647	1.9%	-29,683	26,119	73,500	$21.94
Manatee Outlying	167	2,396,273	9,264	0.4%	-7,262	0	52,516	$29.18
Mid-Pinellas	1,228	12,094,890	376,066	3.1%	59,380	0	0	$23.80
North Pinellas	1,227	16,176,736	627,862	3.9%	-19,715	0	7,446	$25.76
Northeast Tampa	1,274	13,361,542	322,771	2.4%	-57,234	0	5,500	$24.14
Northwest Tampa	1,517	20,070,273	430,136	2.1%	11,564	0	0	$26.64
Pasco County	2,333	30,520,278	1,000,195	3.3%	275,675	251,031	180,264	$22.78
Polk County	3,063	33,917,488	1,245,646	3.7%	37,211	119,450	119,891	$19.36
Sarasota	2,194	25,266,338	624,734	2.5%	34,490	9,356	367,271	$26.90
Sarasota Outlying	472	6,139,355	205,519	3.3%	-9,267	0	30,000	$20.27
South Pinellas	2,268	20,200,874	459,341	2.3%	87,039	-32,756	23,574	$26.70
South Tampa	864	6,309,472	204,147	3.2%	11,193	1,565	38,606	$32.25
Southeast Hillsborough	301	3,788,382	89,263	2.4%	45,650	74,880	30,270	$25.97
Westshore	772	9,228,951	67,157	0.7%	69,880	0	22,768	$38.12
Totals	**23,040**	**266,120,603**	**7,107,716**	**2.7%**	**613,440**	**626,438**	**1,025,910**	**$26.52**

Source: CoStar Property®

SUBJECT PROPERTY DATA

Location and Access – The subject property has a street address of 15102 Gulf Boulevard, Madeira Beach, Florida 33708.

Legal Description – A complete legal description of the subject is located in the addenda (as provided by the property appraiser records).

Site Description, Shape, and Functional Utility – The total site area is approximately 146,244 square feet, or 3.35 acres. The overall functional utility is considered good.

Soil and Subsoil – During our inspection, no soil or subsoil problems were apparent. This opinion is based solely on a visual inspection of the surface of the site. We assume no responsibility for hidden or unapparent conditions beyond our expertise and professional qualifications (please see General Assumptions, Item 6).

Drainage and Topography – During our inspection the site was high and dry. The drainage appeared to be adequate. The site was relatively level and at or above existing road grade.

Flood Zone – The subject site is located in Flood Zone “AE”, an area within the 100 year flood plain per Federal Emergency Management Agency. A copy of this map is included at the end of this section of the report.

Utilities and Government Services – All necessary government services are available to support the existing site and its improvements.

Zoning – The subject is currently zoned R-3, medium density multifamily residential district. The R-3, medium density multifamily residential district provides for medium density development for residential, vacation rental, and temporary lodging facilities at locations where public facilities are adequate to support such intensity. The R-3, medium density multifamily residential district correlates with the resort facilities medium (RFM) and planned redevelopment mixed use (PR-MU) future land use category of the City of Madeira Beach Comprehensive Plan, and resort (R) and activity center (AC) plan category in the countywide plan. The subject is considered a legal use.

Private Deed Restrictions – Based upon our property inspection and our limited public records research we did not note any private deed restrictions that would adversely affect the market value of the subject.

Concurrency – The availability of utilities and government services must be concurrent with the impacts of development. A complete analysis of concurrency as it relates to the subject is beyond our expertise. We assume no responsibility for any concurrency issues, or the civil engineering, urban planning, or legal knowledge required to identify and quantify them. We assume that the subject meets concurrency requirements.

Assessment and Property Taxes – According to the Pinellas County Property Appraiser the subject is identified, assessed, and taxed as follows:

Tax Parcel #	2024 MV Assessment Total	Est MV Property Taxes W/o exempts
09-31-15-00000-130-0500	$18,351,581	Exempt

Property tax bills are issued in November of each year, at which time a 4% discount is allowed. The discount decreases by 1% per month until April 1st of the following year, which is the final due date, after which a penalty is added. The subject appears to be reasonably assessed.

Property History – The subject is currently owned by The City of Madeira Beach as of the date of inspection. The subject is operated as a municipal property. The appraiser is not aware of any current listing or offering on the subject. There have been no other "arm's length" transactions involving the subject during the previous three years. We emphasize that we are not qualified to make representations regarding ownership of or encumbrances on title. Our search of public records is merely for convenience of users of this report.

Hazardous Substances – We inspected the subject with the due diligence expected of a real estate professional. We are not qualified to detect hazardous waste and/or toxic materials. Any comment by us that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental site assessment. No responsibility is assumed by us for any environmental conditions, or for any engineering or other expert knowledge required to discover them (please see Assumptions, Item 11). We did not observe any unusual circumstances when we inspected the subject. Our appraisal assumes the subject is not adversely impacted by any environmental issues.

Conclusion – The subject has a barrier island location with adequate access to the central areas of the Pinellas County beaches and the Tampa Bay area and the Interstate system.

IMPROVEMENT DATA

Building Type: A two story snack bar restaurant

Building Description

We are not experts in construction techniques or structural engineering. We assume that the improvements are in conformance with all applicable building codes and are structurally sound. We assume no responsibility for hidden or unapparent conditions that are beyond our expertise. The following description of the improvements, construction quality, and current condition is based upon our property inspection.

- **Number of Buildings:** One
- **Number of Stories:** Two
- **Building Size:** 3,600 SF GLA
- **Construction Class:** C, Concrete Block Stucco
- **Construction Quality:** Good-excellent
- **Year Built:** 1945 (renovated 2015))
- **Condition:** Average
- **Effective Age:** 15 overall
- **Economic Life:** 60 years, remaining economic life of 45 years

Dimensions, Size, and Shape – The subject building has a mostly rectangular shape. The total building area is 3,600 SF of GLA consisting of first floor retail area and second floor office and storage.

Design and Functional Utility – The interior functions for a restaurant and includes patron seating, bar seating, food preparation, office and storage areas. The subject has been completely renovated in 2015.

Construction Details		
I.	**Exterior Description – Substructure:**	
	Footings/Foundation	Concrete
	Floor	Piers
II.	**Exterior Description – Superstructure:**	
	Walls	Frame
	Wall Finish	Wood siding
	Roof Type	Gable
	Roof Covering	Metal
	Doors	VC Metal
	Windows	Vinyl clad Comp/Aluminum
III.	**Interior Description:**	
	Floor Covering	Cer. Tile, wood
	Walls	Wood paneling, Drywall
	Wall Finish	Stain, Paint
	Ceiling Finish	Wood paneling., Drywall
	Lighting	Florescent
	Doors	Aluminum/Wood
IV.	**Equipment and Mechanical Systems:**	
	Electric	Standard
	HVAC	Standard
	Plumbing	Standard

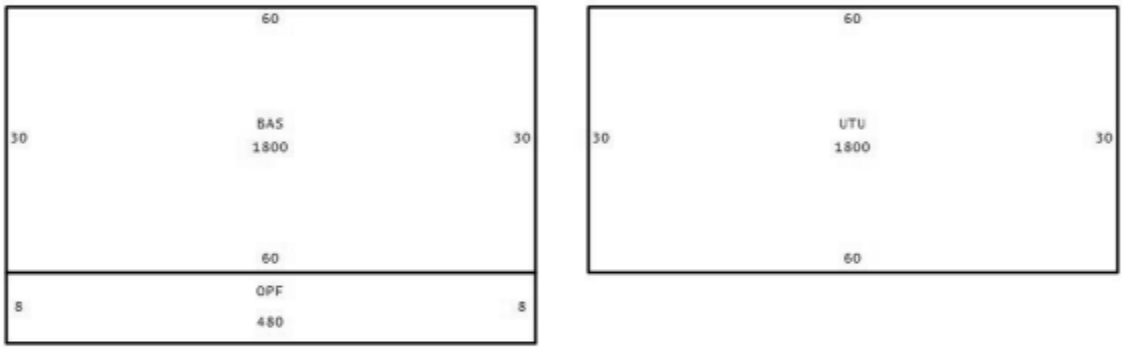
Deferred Maintenance – The subject is assumed to be overall average condition. The subject has been fully renovated in 2015.

Americans with Disabilities Act – The Americans with Disabilities Act (ADA) of 1990 sets specific standards for handicapped access to and within most commercial and industrial buildings. Determination of compliance with these standards is beyond our expertise. We advise that an architect or structural engineer inspect the improvements to determine ADA compliance and estimate any potential cost to cure. We assume that the subject is not adversely affected by ADA requirements (please see Limiting Conditions, Item 5).

Parking – The subject is benefited by an adjoining municipal parking lot and a large deck with beach access.

Conclusion – The restaurant use building should remain the highest and best use for the foreseeable future.

PROPERTY SKETCH



HIGHEST AND BEST USE ANALYSIS

The highest and best use is – "the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability."[4]

Of Land as Though Vacant – subject is currently zoned R-3, medium density multifamily residential district. The R-3, medium density multifamily residential district provides for medium density development for residential, vacation rental, and temporary lodging facilities at locations where public facilities are adequate to support such intensity. The R-3, medium density multifamily residential district correlates with the resort facilities medium (RFM) and planned redevelopment mixed use (PR-MU) future land use category of the City of Madeira Beach Comprehensive Plan, and resort (R) and activity center (AC) plan category in the countywide plan. The subject is considered a legal use. The site is 3.35 acres. Based upon the legally permissible and physically possible land uses it could be developed with a residential use according to the zoning code. A complete analysis of financially feasible land uses to determine the maximally productive land use is beyond the scope of this appraisal. Based upon this limited analysis the highest and best use of site as though vacant is residential use to market demand.

Of Property as Improved – The improvements appear to be in conformance with the zoning district. The subject is improved with one building totaling 3,600 square feet of total area that is built out for restaurant use. The property indicates a substantial value is reportedly licensed for operating to an outside contractor at over $10,000 per month. Based upon this limited analysis the highest and best use of the property as improved is for continued restaurant use.

[4] *The Dictionary of Real Estate Appraisal*, p. 171.

EXPOSURE AND MARKETING PERIOD

The **exposure** is "the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of the appraisal."[5] Our market value conclusion specifically assumes that the subject had been exposed to the market prior to our date of value estimate and that the hypothetical sale occurred on the date of value. The exposure time of this property is estimated to be up to 1-3 months.

The **marketing period** is "the time it takes an interest in real property to sell on the market subsequent to the date of an appraisal."[6] The marketing period required to sell the subject would be dependent upon the listing price, seller motivation, availability of credit, and other related factors. Based upon information gathered through the sales verification process and discussions with commercial real estate brokers, we estimate that the subject could be sold in up to 1-3 months.

[5] *The Dictionary of Real Estate Appraisal*, p. 126.

[6] *The Dictionary of Real Estate Appraisal*, p. 220.

APPROACHES TO VALUE

This appraisal involved using the cost approach to estimate the ACV value per local flood administrator. The cost approach is most applicable when valuing only a portion of the improvements located on a property. The cost approach to value that are defined as follows:

Cost Approach – A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost for ACV value for the existing structure and deducting accrued depreciation for physical/structural depreciation only.

COST APPROACH

The first step in the cost approach is typically to estimate the site value. However, in this instance we are estimating the contributory value of the structure. Thus, it was not necessary to value the subject site.

IMPROVEMENT VALUATION

We estimated the replacement cost new of the improvements, which included both the direct and indirect costs of building improvements of equal utility using current standards of design and materials. We used the *Marshall Valuation Services* (Calculator Method) to determine the replacement cost new of the improvements.

The direct cost estimates, in the *Marshall Valuation Services* Calculator Method, are final costs and include:

- Average architect's and engineer's fees. These, in turn, include plans, plan check and building permits, and survey to establish building lines and grades.
- Normal interest on only the actual building funds during period of construction and processing fee or service change is included.
- All Materials and labor costs include all appropriate local, state, and federal sales or GST taxes, etc.
- Normal site preparation including finish, grading, and excavation for foundation and backfill for the structure only.
- Utilities from structure to lot line figured for typical setback except where noted in some Unit-in-Place cost sections (e.g., mobile homes).
- Contractor's overhead and profit including job supervision, workmen's compensation, fire and liability insurance, unemployment insurance, equipment, temporary facilities, security etc., are included.[7]

The *Marshall Valuation Service* costs, omit certain indirect costs that include financing the land and indirect cost during construction, impact fees, leasing commissions, professional fees (accounting, appraisal, survey, engineering, and legal), property taxes (land only), and entrepreneurial incentive.

[7] *Marshall Valuation Service* (Los Angeles: Marshall & Swift, 1996), Section1, Page 4.

Replacement Cost New

Direct costs include the building structure and interior build-out. The direct costs from MVS are based on the building class and construction quality, then adjusted by perimeter, story height, current and local multipliers. The subject is considered a good-excellent quality, Class D, snack bar restaurant building in the Marshall Valuation Service has a cost of approximately $159-$249 per square foot before adjustments (Sec 13, Pg 18, Aug 2024 contained in addenda). We utilized $205 per SF

Indirect costs include financing costs, impact fees, professional fees, etc. We estimated indirect construction cost to be approximately 12% of direct costs. Indirect costs are shown on the Cost Approach Summary Chart at the end of this section. **These fees (depreciated fees) are deducted from the ACV value determined to obtain the Madeira Beach FEMA value estimate.**

SI/SD desk reference 4.5.3 Actual Cash Value Actual cash value (ACV) is the cost to replace a building on the **same parcel** with a new building of like-kind and quality, minus depreciation due to age, use, and neglect. ACV does not consider loss in value simply due to outmoded design or location factors. The concept of ACV is used in both the insurance industry and the construction industry. In most situations, ACV is a reasonable approximation of market value

As explained above, we are not estimating insurable replacement costs, but value, Actual Cash Value. The subject location is considered in the above definitions.

The tax assessor estimates the subject's total site value at $18,351,943. Incentive is "a market-derived figure that represents the amount an assembler expects to receive for their contribution to a project; the difference between the total cost of a property (cost of development) and its market value (property value after completion), represents the compensation for the risk and expertise associated with the coordination of development and management and is an essential component of all development and construction costs. In the cost approach, expected profit is reflected as incentive."[8] We applied a 35% incentive and location factor as shown on the Cost Approach Summary Chart at the end of this section.

Our estimate of development cost for the existing building is $1,241,708.

Accrued Depreciation

We used the **economic age-life method,** which is "a method of estimating accrued depreciation in which the ratio between the effective age of a building and its total economic life is applied to the current cost of the improvements to obtain a lump-sum deduction."[9]

[8] *The Dictionary of Real Estate Appraisal*, p. 118.

[9] *The Dictionary of Real Estate Appraisal*, p. 111.

Curable physical deterioration, or deferred maintenance, represents items (building components) that should be repaired or replaced immediately. The subject did not exhibit any forms of deferred maintenance.

Accrued Depreciation includes normal physical incurable deterioration due to wear and tear, and "typical" functional obsolescence that occurs over time as consumer preferences change. We used the economic age-life method, “a method of estimating accrued depreciation in which the ratio between the effective age of a building and its total economic life is applied to the current cost of the improvements to obtain a lump-sum deduction.”[10]

The effective age of the improvements is indicated by their condition and utility, while the economic life represents the period of time over which the improvements contribute value to the overall property. Physical life often exceeds economic life, and at the end of an improvements economic life, functional obsolescence due to design changes, building standards, owner or tenant requirements, and social/economic influences which evolve over the years, is so evident that the structure is typically remodeled or replaced.

The subject original improvements were constructed in 1945. The property has received extensive renovation in 2015 with upgrades and maintenance. We estimate that the effective age is approximately 15 years. The total economic life of the subject property is estimated at 60 years, with 45 years of remaining life.

Thus, as illustrated on the cost approach summary chart, incurable physical deterioration was estimated to be $310,427.

Functional obsolescence results from deficiencies or superadequacies in the structure and can be both curable and/or incurable. The subject does not appear to suffer from any unusual or atypical functional obsolescence.

External obsolescence results from negative influences outside a site and is generally incurable by the property owner. These may include economic factors such as high inflation, high interest rates or locational characteristics. The subject does not appear to suffer from any external obsolescence.

Cost Approach Conclusion – Contributory Value of the Existing Building

Subtracting physical deterioration from the replacement cost new results in a contributory value of the subject building. The indicated “as is” value of the existing building is $930,000, rounded, as summarized on the following page.

The Madeira Beach determined FEMA Value is $855,00 (less indirect fees of ACV value) as summarized on the following page.

[10] *The Dictionary of Real Estate Appraisal*, p. 111.

COST APPROACH SUMMARY CHART

COST APPROACH

CONTRIBUTORY VALUE (ACTUAL CASH VALUE)

EXISTING STRUCTURAL IMPROVMENTS ONLY

BASE COST CALCULATION					
					GD- EXCELLENT Snack
Building Type					Bar Restaurant
MVS Sec/Page/Class					13/18/D
Date					Aug-24
Building Component					3,600 SF
Base Rate Per SF					$205.00
Adjustments:					
Heating and Cooling					$0.00
Fire Sprinklers					$0.00
Other (Elevators)					$0.00
Subtotal					$205.00
Multipliers:					
Number of Stories Multiplier					1.00
Height (Per Story) Multiplier					0.96
Extreme/Hurricane Multiplier					1.05
Perimeter Multiplier					1.05
Current Multiplier					1.02
Local Multiplier					0.99
Final Square Foot Cost					$218.41
Base Component Cost					$786,289
TOTAL BASE COST					$786,289
Additions	SF	$/SF			
Covered Porch	480	$72.80		$34,946	
Entry Covered Porch	0			$0	
Garage	0	$0.00		$0	
				$34,946	
Direct Building Cost					$821,235
Incentive Costs @	35.0% of all costs (Land Value Excluded)				$321,924
Indirect Building Fees	12.0% of Direct Building Cost				$98,548
REPLACEMENT COST NEW					$1,241,708
LESS: ACCRUED DEPRECIATION:					
Physical Deterioration					
Curable Physical Deterioration (Deferred Maintenance):					$0
Incurable Physical Deterioration:					
Year Built:	1945 (Renovated 2015)				
Effective Age:	15				
Economic Life:	60				
Remaining Economic Life:	45				
Ratio Applied to Current Cost:	25%				
Total Incurable Physical Deterioration-Long-Lived Items:					($310,427)
Functional Obsolescence					$0
External Obsolescence					$0
LESS: TOTAL ACCRUED DEPRECIATION					($310,427)
INDICATED DEPRECIATED MARKET VALUE OF IMPROVEMENTS (ACV)					**$931,281**
LESS: ESTIMATED DEPRECIATED INDIRECT FEES PER MADEIRA BEACH					$73,910
INDICATED MADEIRA BEACH FEMA VALUE					$857,371
					$855,000

ADDENDA

PROPERTY APPRAISER RECORDS

Pinellas County Property Appraiser - www.pcpao.gov — **Generated on 04/27/2025 19:02 PM**

Parcel Summary (as of 26-Apr-2025)	Parcel Map

Parcel Number
09-31-15-00000-130-0500

Owner Name
MADEIRA BEACH, CITY OF

Property Use
8913 City Gov't - Non-residential (commercial) only

Site Address
15102 GULF BLVD
MADEIRA BEACH, FL 33708

Mailing Address
300 MUNICIPAL DR
MADEIRA BEACH, FL 33708-1916

Legal Description
MADEIRA BEACH VETS PARK BEING PART OF GOVT LOTS 1 & 2 OF SEC 9-31-15 DESC BEG AT ON W R/W OF GULF BLVD 30FT S'LY OF N LINE OF SD GOVT LOT 2 TH SW'LY 2

Current Tax District
MADEIRA BEACH (MB)

Year Built
1945 | 1945

Heated SF	Gross SF	Living Units	Buildings
4,224	4,704	0	2

Exemptions

Year	Homestead	Use %	Status
2026	No	0%	
2025	No	0%	
2024	No	0%	

Property Exemptions & Classifications
Government

Miscellaneous Parcel Info

Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Zoning	Plat Bk/Pg
03845/0927	Find Comps	278.01	A	Current FEMA Maps	Check for EC	Zoning Map	/

2024 Final Values

Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2024	$18,351,581	$18,351,581	$0	$0	$0

Value History (yellow indicates corrected value)

Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2023	N	$18,349,943	$18,349,943	$0	$0	$0
2022	N	$17,963,333	$17,476,526	$0	$0	$0
2021	N	$17,139,653	$15,887,751	$0	$0	$0
2020	N	$16,614,826	$14,443,410	$0	$0	$0
2019	N	$16,150,708	$13,130,373	$0	$0	$0

2024 Tax Information

Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our **Tax Estimator** to estimate taxes under new ownership.

Tax Bill	2024 Millage Rate	Tax District
View 2024 Tax Bill	15.8131	(MB)

Sales History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
01-Jan-1899						03845/0927

2024 Land Information

Land Area: ≅ 146,244 sf | ≅ 3.35 acres	Frontage and/or View: None	Seawall: No

Property Use	Land Dimensions	Unit Value	Units	Method	Total Adjustments	Adjusted Value
Municipal	510x305	$190	102,765	SF	1.0000	$19,525,350
Wasteland/Marsh/Sand Dunes	0x0	$45,000	1.2100	AC	1.0000	$54,450

2024 Building 1 Structural Elements and Sub Area Information

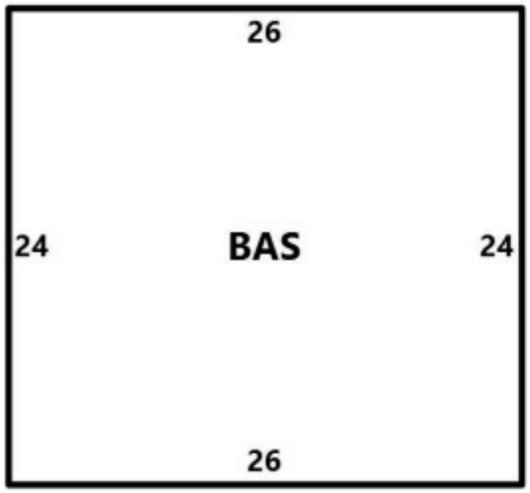
Structural Elements	
Foundation	Special Footing
Floor System	Wood W/O Sub Floor
Exterior Walls	Siding Average
Unit Stories	2
Roof Frame	Gable Or Hip
Living Units	0
Roof Cover	Metal Shingle
Year Built	1945
Building Type	Retail Stores
Quality	Above Average
Floor Finish	Hardwood/Parquet
Interior Finish	Paneling Custom
Cooling	Heat & Cooling Pkg
Fixtures	0
Effective Age	21

Sub Area	Heated Area SF	Gross Area SF
Base (BAS)	1,800	1,800
Utility Unfinished (UTU)	1,800	1,800
Open Porch (OPF)	0	480
Total Area SF	**3,600**	**4,080**

2024 Building 2 Structural Elements and Sub Area Information

Structural Elements	
Foundation	Special Footing
Floor System	Slab Above Grade
Exterior Walls	Concrete Blk/Stucco
Unit Stories	1
Roof Frame	Gable Or Hip
Living Units	0
Roof Cover	Metal Shingle
Year Built	1945
Building Type	Mfg / Factory Bldgs
Quality	Average
Floor Finish	Concrete Finish
Interior Finish	Masonry
Cooling	None
Fixtures	14
Effective Age	21

Sub Area	Heated Area SF	Gross Area SF
Base (BAS)	624	624
Total Area SF	**624**	**624**



2024 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
ASPHALT	$4.00	425,000.0	$1,700,000	$1,700,000	0
FRGT RAMP	$22.00	680.0	$14,960	$14,960	1945
PATIO/DECK	$29.00	3,360.0	$97,440	$63,336	2012
PORCH	$34.00	880.0	$29,920	$21,542	1945

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
WND-22-01286	DOCK	11/16/2023	$0
P20210960	PLUMBING	10/27/2021	$2,366
201400160	ADDITION/REMODEL/RENOVATION	03/17/2014	$42,000
201010283	ADDITION/REMODEL/RENOVATION	07/29/2010	$116,986
PER-H-CB08-11101	ADDITION/REMODEL/RENOVATION	10/07/2008	$0
PER-H-CB07-05222	DEMOLITION	04/17/2007	$5,326
PER-H-CB06-10542	MISCELLANEOUS	06/13/2006	$1,895
PER-H-CB258014	MISCELLANEOUS	07/12/2002	$12,000

CALCULATOR METHOD

SNACK BARS† (529)

CLASS	TYPE	EXTERIOR WALLS	INTERIOR FINISH	LIGHTING, PLUMBING AND MECHANICAL	*HEAT	COST Sq. M.	COST Cu. Ft.	COST Sq. Ft.
C	Excellent	Decorative block and trim, heavy structure, glass or security shutters	Finished interior, good tile or glazed surfaces, best municipal facility	Good lighting, restrooms with good fixtures and tile	Evaporative cooling	2777.09	21.49	258.00
	Good	Standard block, concrete panels, some trim	Enameled walls, some wainscot, finished ceiling, good concrete floor	Good lighting, service outlets and plumbing, some extra fixtures	Wall furnace	1840.63	14.24	171.00
	Average	Concrete block, bearing walls, little trim	Painted walls, some ceiling finish, sealed concrete	Adequate lighting and plumbing	Space heaters	1227.08	9.50	114.00
	Low cost	Block, light roof, very plain	Low-cost finishes, few partitions	Minimum code	None	796.53	6.16	74.00
	Cheap	Low-cost block	Unfinished interior, open counter and storage	Minimum fixtures	None	645.83	5.00	60.00
D	Excellent	Brick veneer, best stucco or siding, glass or security shutters	Finished interior, good tile or glazed surfaces, best municipal facility	Good lighting, restrooms with good fixtures and tile	Evaporative cooling	2680.21	20.74	249.00
	Good	Stud frame, good stucco or siding, brick veneer	Enameled walls, some wainscot, finished ceiling, good concrete floor	Good lighting, service outlets and plumbing, some extra fixtures	Wall furnace	1711.46	13.24	159.00
	Average	Wood frame, stucco or siding, little trim	Painted walls, some ceiling finish, sealed concrete	Adequate lighting and plumbing	Space heaters	1108.68	8.58	103.00
	Low cost	Low-cost stucco or siding	Low-cost finishes, few partitions	Minimum code	None	688.89	5.33	64.00
	Cheap	Box frame, plywood, boards	Unfinished interior, open counter and storage	Minimum fixtures	None	495.14	3.83	46.00
DPOLE	Average	Pole frame, good metal panels, finished inside, little trim	Painted walls, some ceiling finish, sealed concrete	Adequate lighting and plumbing	Space heaters	1033.33	8.00	96.00
	Low cost	Pole frame, metal panels, finished inside	Low-cost finishes, few partitions	Minimum code	None	629.69	4.87	58.50
	Cheap	Pole frame, metal siding	Unfinished interior, open counter and storage	Minimum fixtures	None	497.83	3.85	46.25
S	Average	Good metal panels, lined, pre-engineered frame, little trim	Painted walls, some ceiling finish, sealed concrete	Adequate lighting and plumbing	Space heaters	1087.15	8.41	101.00
	Low cost	Pre-engineered, metal panels, finished inside	Low-cost finishes, few partitions	Minimum code	None	672.74	5.21	62.50
	Cheap	Light steel frame, siding	Unfinished interior, open counter and storage	Minimum fixtures	None	532.81	4.12	49.50

*Adjust for heat from table on Page 39.

CALCULATOR METHOD

STORES AND COMMERCIAL BUILDINGS
FLOOR AREA/PERIMETER MULTIPLIERS

AVERAGE FLOOR AREA Sq.M.	AVERAGE FLOOR AREA Sq. Ft.	M. FT.	AVERAGE PERIMETER 15 50	23 75	30 100	38 125	46 150	53 175	61 200	76 250	91 300	107 350	122 400	137 450	152 500	183 600	213 700	244 800	M. FT.	AVERAGE FLOOR AREA Sq. Ft.	AVERAGE FLOOR AREA Sq. M.
46	500		1.183	1.376	1.566	1.753	---	---	---	---	---	---	---	---	---	---	---	---		500	46
70	750		1.042	1.183	1.322	1.445	1.566	---	---	---	---	---	---	---	---	---	---	---		750	70
93	1,000		.969	1.079	1.183	1.283	1.376	1.470	1.566	1.753	---	---	---	---	---	---	---	---		1,000	93
139	1,500		.892	.969	1.042	1.115	1.183	1.256	1.322	1.445	1.566	---	---	---	---	---	---	---		1,500	139
186	2,000		.854	.912	.969	1.025	1.079	1.130	1.183	1.283	1.376	---	---	---	---	---	---	---		2,000	186
232	2,500		.831	.878	.924	.969	1.011	1.054	1.097	1.183	1.270	1.351	---	---	---	---	---	---		2,500	232
279	3,000		.815	.854	.892	.931	.969	1.005	1.042	1.115	1.183	1.256	1.322	---	---	---	---	---		3,000	279
372	4,000		---	---	.854	.883	.912	.941	.969	1.025	1.079	1.131	1.183	1.232	---	---	---	---		4,000	372
465	5,000		---	---	---	.854	.878	.901	.924	.969	1.011	1.054	1.097	1.140	1.183	---	---	---		5,000	465
557	6,000		---	---	---	---	---	.873	.892	.931	.969	1.005	1.042	1.079	1.115	1.183	---	---		6,000	557
650	7,000		---	---	---	---	---	---	.870	.904	.937	.969	1.000	1.030	1.060	1.121	1.183	---		7,000	650
743	8,000		---	---	---	---	---	---	---	.883	.912	.941	.969	.997	1.025	1.079	1.131	1.183		8,000	743
836	9,000		---	---	---	---	---	---	---	---	.892	.917	.943	.969	.992	1.042	1.087	1.134		9,000	836
929	10,000		---	---	---	---	---	---	---	---	.878	.901	.925	.948	.969	1.011	1.054	1.097		10,000	929
1,115	12,000		---	---	---	---	---	---	---	---	---	.873	.892	.912	.931	.969	1.005	1.042		12,000	1,115
1,301	14,000		---	---	---	---	---	---	---	---	---	---	.870	.886	.904	.937	.969	1.000		14,000	1,301
1,486	16,000		---	---	---	---	---	---	---	---	---	---	.854	.868	.883	.912	.941	.969		16,000	1,486
1,672	18,000		---	---	---	---	---	---	---	---	---	---	---	.854	.866	.892	.917	.943		18,000	1,672
1,858	20,000		---	---	---	---	---	---	---	---	---	---	---	.843	.854	.878	.901	.924		20,000	1,858
2,323	25,000		---	---	---	---	---	---	---	---	---	---	---	---	.831	.850	.868	.887		25,000	2,323
2,787	30,000		---	---	---	---	---	---	---	---	---	---	---	---	---	.831	.847	.862		30,000	2,787
3,252	35,000		---	---	---	---	---	---	---	---	---	---	---	---	---	---	.831	.845		35,000	3,252
3,716	40,000		---	---	---	---	---	---	---	---	---	---	---	---	---	---	.820	.831		40,000	3,716
4,181	45,000		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	.821		45,000	4,181

STORY HEIGHT MULTIPLIERS

Multiply the base cost by the following multipliers for any variation in average story height from the base of 12 feet (3.66 meters). For extremely high-pitched roofs (see Section 10), use the height of the eaves plus one-half the height from the eaves to the ridge as the effective height. In some buildings it is better to compute the total volume and divide by the total square footage of floor area to obtain an effective height to use.

AVERAGE WALL HEIGHT (M.)	AVERAGE WALL HEIGHT (FT.)	SQUARE FOOT OR SQUARE METER MULTIPLIERS	CUBIC FOOT MULT.	AVERAGE WALL HEIGHT (M.)	AVERAGE WALL HEIGHT (FT.)	SQUARE FOOT OR SQUARE METER MULTIPLIERS	CUBIC FOOT MULT.	AVERAGE WALL HEIGHT (M.)	AVERAGE WALL HEIGHT (FT.)	SQUARE FOOT OR SQUARE METER MULTIPLIERS	CUBIC FOOT MULT.
2.44	8	.915	1.373	4.27	14	1.042	.893	7.31	24	1.255	.628
2.74	9	.936	1.248	4.57	15	1.064	.851	7.92	26	1.298	.599
3.05	10	.957	1.148	4.88	16	1.085	.814	8.53	28	1.340	.574
3.35	11	.979	1.068	5.49	18	1.127	.751	9.14	30	1.383	.553
3.66	12	1.000 (base)	1.000	6.10	20	1.170	.702	9.75	32	1.425	.534
3.96	13	1.021	.942	6.71	22	1.213	.662	10.36	34	1.468	.518

MARSHALL VALUATION SERVICE
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MODIFYING ADJUSTMENTS

The following are rough overall percentage ranges to apply for certain unusual conditions, which can be cumulative:

ADD FOR THE FOLLOWING:

Abnormal contractor's profit	5%	to	25%
Abnormal shortages	2%	to	10%
Complex/congested areas	2%	to	5%
Hillside buildings	5%	to	20%
Remote areas	5%	to	15%
Resort locations	15%	to	30%
Weather extremes	2%	to	6%
Seismic or high wind	2%	to	5%
lifeline occ., high event (Zone 3/4)	5%	to	10%

ADDITIONS – CONTINUED

Green Buildings, Commercial	0%	to	7%
Residential	3%	to	20%

SUBTRACT FOR THE FOLLOWING:

Quantity or Development construction	1%	to	5%
Abnormal labor surplus	1%	to	5%
Amateur workmanship	15%	to	30%
Architects' fee adjustments: see discussion below and on Page 2.			

MONTHLY GREEN SUPPLEMENT

CURRENT COST MULTIPLIERS

SECTION 99 PAGE 3
August 2024

These multipliers bring costs from preceding pages up to date. Also apply Local Multipliers, Section 99, Pages 5 through 10.

CALCULATOR COST SECTIONS

(Effective Date of Cost Pages)		11 (11/22)	12 (6/24)	13 (5/24)	14 (2/24)	15 (11/23)	16 (8/23)	17 (5/23)	18 (2/23)
EASTERN	A	1.07	1.02	1.02	1.01	1.03	1.04	1.07	1.08
	B	1.05	1.03	1.00	1.03	1.00	1.01	1.04	1.06
	C	1.01	1.00	1.02	1.01	1.03	1.03	1.04	1.00
	D	0.97	1.01	1.01	1.00	1.00	1.01	0.99	0.98
	S	1.03	1.04	1.03	1.02	1.04	1.01	1.00	1.04
CENTRAL	A	1.02	0.97	0.96	0.98	0.98	1.01	1.01	1.00
	B	0.99	0.98	0.97	0.98	1.00	0.98	0.97	0.98
	C	0.98	0.98	0.99	0.98	0.99	0.97	0.98	0.97
	D	0.94	0.98	0.98	0.99	1.01	1.01	0.96	0.96
	S	0.92	0.97	0.94	0.98	0.98	0.96	0.99	0.96
WESTERN	A	1.02	1.02	1.04	1.06	1.05	1.04	1.04	1.00
	B	1.00	1.00	1.05	1.03	1.04	1.05	1.05	1.01
	C	1.00	1.03	1.01	1.05	1.03	1.05	1.02	1.04
	D	1.00	1.02	1.02	1.05	1.01	1.00	1.05	1.01
	S	0.97	0.99	1.04	1.03	1.02	1.06	1.03	0.98

SEGREGATED COST SECTIONS

(Effective Date of Cost Pages)		41 (12/22)	42 (9/22)	43 (6/24)	44 (3/24)	45 (12/23)	46 (9/23)	47 (6/23)	48 (3/23)
EASTERN	A	1.07	1.08	1.02	1.01	1.03	1.04	1.07	1.08
	B	1.05	1.07	1.00	1.03	1.00	1.01	1.04	1.06
	C	1.01	1.00	1.02	1.01	1.03	1.03	1.04	1.00
	D	0.97	0.98	1.01	1.00	1.00	1.01	0.99	0.98
	S	1.03	1.03	1.03	1.02	1.04	1.01	1.00	1.04
CENTRAL	A	1.02	1.02	0.96	0.98	0.98	1.01	1.01	1.00
	B	0.99	1.02	0.97	0.98	1.00	0.98	0.97	0.98
	C	0.98	0.98	0.99	0.98	0.99	0.97	0.98	0.97
	D	0.94	0.96	0.98	0.99	1.01	1.01	0.96	0.96
	S	0.92	0.96	0.94	0.98	0.98	0.96	0.99	0.96
WESTERN	A	1.02	1.08	1.04	1.06	1.05	1.04	1.04	1.00
	B	1.00	1.03	1.05	1.03	1.04	1.05	1.05	1.01
	C	1.00	1.03	1.01	1.05	1.03	1.05	1.02	1.04
	D	1.00	0.99	1.02	1.05	1.01	1.00	1.05	1.01
	S	0.97	0.98	1.04	1.03	1.02	1.06	1.03	0.98

July 2024 Green Supplement.

PROFESSIONAL QUALIFICATIONS

Raymond V. Shuchart, MAI

Florida Markets
- Pinellas
- Hillsborough
- Pasco
- Hernando
- Manatee
- Sarasota

Office - Florida
1149 Clays Trail
Oldsmar, Florida 34677
RayShuchart@gmail.com

APPRAISAL EXPERIENCE

Ray Shuchart, MAI has been involved in the real estate valuation industry in Tampa and Central Florida since 1986, providing clients with a broad range of valuation and consulting services.

Ray Shuchart, MAI has provided appraisal, consulting, litigation support, appraisal review, expert witness testimony to a variety of financial institutions, attorneys, REIT's, insurance companies, partnerships, governmental agencies, condemning authorities, private corporations, public corporations, developers, private estates, trust funds, not-for-profit organizations and private investors.

PROFESSIONAL ACCOMPLISHMENTS/PROPERTY TYPES

Property expertise has been gained in a wide variety of properties, including: residential, 2-4 family retail and office complexes, apartments and condominium complexes, churches, citrus packing & processing, convenience stores and service stations, environmentally sensitive & coastal-zoned lands, golf courses, restaurants, large industrial and manufacturing facilities, marinas, office buildings, planned unit developments (PUD's), ranches & groves, timber tracts, regional & community shopping centers, residential subdivisions, single family residences, special use properties, warehouse and mini storage facilities, and wetlands. Ray has qualified as an expert witness in the State of Florida.

EDUCATION

University of Florida, Bachelors of Science Business Administration, Major Finance

AFFILIATIONS

Ray has had the MAI designation from the Appraisal Institute since 1999, and is currently certified as having completed the requirements of the continuing education program of the Appraisal Institute.

Member of the Appraisal Institute, MAI # 11,477

State-Certified General Appraiser 1585 (Florida)

ASSUMPTIONS

This appraisal has been made with the following assumptions:

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

5. All engineering studies are assumed to be correct. The plot plans and illustrative materials in this report are included only to help the reader visualize the property.

6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.

7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

8. It is assumed the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described and considered in the appraisal report.

9. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

10. It is assumed that the use of the land and its improvements is confined within the boundaries or property lines of the property described and that there is on encroachment or trespass unless noted in the report.

11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by us. We had no knowledge of the existence of such materials on or in the property. We are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material are on or in the property that could cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. You are urged to retain an expert in environmental site assessments, if desired.

LIMITING CONDITIONS

This report has been made with the following limiting conditions:

1. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid I so used.

2. Possession of this report, or a copy thereof, does not carry with it the right of publication.

3. We are, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. Neither all nor any part of the content of this report (especially any conclusions as to value, our individual identities, or the firm with which we are connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of us.

5. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since we have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.

6. Any value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division of interests has been set forth in the report.

7. If the subject is a proposed property. If only preliminary plans and specifications were available for use in the preparation of this appraisal; the analysis, therefore, is subject to a review of the final plans and specifications when available.

8. If the subject is a proposed property. Any proposed improvements are assumed to have been completed unless otherwise stipulated; and construction is assumed to conform with the building plans referenced in the report.

9. If the subject is a proposed property. We assume that the reader or user of this report has been provided with copies of available building plans and all leases and amendments, if any, that encumber the property.

10. If we were not provided we a legal description or survey. We used the county tax plat to ascertain the physical dimension and acreage of the property. Should a survey prove this information to be inaccurate, it may be necessary for this appraisal to be adjusted.

11. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.

Pennoni

5755 Rio Vista Drive
Clearwater, FL

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www.pennoni.com

March 3, 2025

PROJECT NO. MDBCH24002

Marci Forbes
Community Development Director
City of Madeira Beach
MForbes@madeirabeachfl.gov

RE: LIMITED STORM DAMAGE ASSESSMENT OF "SNACK SHACK" CAFE
15100 GULFVIEW BLVD
MADEIRA BEACH, FL 33708

Ms. Forbes,

At your November's request, on **December 18, 2024**, Carlos Figueroa Vidal (CC) and Vince Barnes, PE, SI, representing Pennoni, performed an onsite limited visual assessment of the "Snack Shack" Café, building identified in **Figure 1** below (See **Photos 1 & 2**), to review reported damage from Hurricane "Milton" and evaluate its structural integrity.

Two months later, demolition was completed to expose a portion of interior framing between February 17-18, 2025 by Puroclean. Carlos Figueroa Vidal (Pennoni CC) returned on **February 20, 2025**, to complete the limited evaluation of the building's structure.

As part of our review, a review of the following systems was provided by Pennoni subconsultants:

- Architectural - Klar and Klar Architects
- Electrical – Gulf Coast Electrical Design

This report will summarize Pennoni's observations, findings, and recommendations.

Figure 1 Subject Building

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1.0 Building Description:

The subject building is an original 2-story 2x wood framed structure reported to have been originally built in 1934 but has undergone several repairs and renovations over the past 50 years. The most recent renovations, carried out in 2013 and 2017, added new air conditioning, exhaust fans, and plumbing systems, a metal roofing, a new wood deck at the rear, and new windows and doors and current interior and exterior finishes.

Pennoni has not been able to obtain any previously completed renovation projects and is therefore cannot comment to the extent of improvements or repairs made:

The inspected building was basically a wood frame structure composed by wooden beams (4" x 8") and columns that are supported by a 5 x 8 foundation grid of 1' diameter wooden piles spaced 8'/ 8 ½' in both directions. Under the wooden structure that makes up the first level, as a crawlspace, run all the hydraulic, sanitary and electrical installations of the building. (See **Photos 3 – 5 and SK-2**)

On the central axis of the building, 16 feet from its main side, there are 4 wooden columns spaced each one at 16 feet, the 2 exterior ones have a section of 3" x 7" and the two interior ones are composed of 2 wooden columns of 5" x 5". The exterior and interior walls are made of 2" x 4" wooden studs separated by 16", and of each corner of the building they form a double 2" x 4" wooden column. (See **Photos 6 - 10** and **SK-2**)

On the exterior walls the original wall sheathing (wooden boards) was cover by ornamental wooden siding and the finishing of interior was solved basically using drywall sheets. The first wooden floor is covered by ceramic tiles and the second one by plywood sheathing and wooden boards.

The exterior corridors and stairs that give access to the building and surround it are also made of wood, were built and renewed later, have their own foundation pillars and only rest on the structure of the building on the side that borders it. (See **Photo 5**)

It was reported that storm surge from the 2024 Hurricane Helene was approximately 4 feet above finished floor. The structure was also impacted by gusting winds of approximately 101 MPH from Hurricane Milton on October 9, 2024

2.0 Structural Site Observations:

Listed below are issues identified during our limited visual structural inspection of the building. Relevant photos have been included in **Exhibit A**.

2.1 Foundations:

The building foundations appear to be intact with no readily identifiable signs of heave or displacement that would be associated with the storm event. There are **widespread corrosion and detached/failed uplift connecting straps** present between the main floor beams and the piles below the building. The corroded strapping is likely due to long term expose to the elements and not a single event such as the 2024 hurricanes.

Although the perimeter corridor and the outside deck have their own supports on the side that borders the Cabin their connect to the foundation system of the building.

In the northwest corner of the exterior deck the existing **connection failed** due to the impact of the storm surge and on the southeast side of the building, the failure of several of the connections was

detected where the wooden beams that support the side corridor rest on the foundation piles and at these places the floor is in danger of failure.

The reparation of this connections and the replacement of the failed or heavy rusted strapping is recommended and the revision of the temporary repair did it bellow the wooden staircase to the 2nd Floor. (See **Photos 11 – 14 and 56 & SK-3**)

2.2 First Floor Deck:

At the time of the inspection, it was still partially covered by sea sand and only the breakage or loose of some areas of the ceramic tiles floor could be seen. There does not appear to be signs of major floor settlement. Once small area of interior was found to be depressed. This may be due to damaged floor joists or hangers. However the removal of sand and interior cleaning of the floor will be required to determine any damage in the floor structure or its connections. On the back porch some of the floorboards were missing. (See **Photos 15 – 16 & SK-3**). These can be replaced in kind.

2.3 First Floor Walls (Exterior and Interior):

There does not appear to be signs of major readily identifiable displacement of the exterior wood framed walls. Only the **west facing door thresholds was damaged** where the failed doors connected and in the southeast corner of the building there seems to have been a **slight movement of the column** which caused some of the planks that hide it to separate from the impact of the storm surge also two of the glass windows located there are broken as well. (See **Photos 17 - 20** and **SK-3**)

After the removal of interior drywall it was found that in several areas of the perimeter wall, as a result of the systematic penetration of water, the lack of an effective impermeable barrier, especially under the windows, and the fact that in many places the original plywood sheathing were never renewed but only covered with the new ornamental boards, there are many **rotten or broken studs** near the bottom plate of the wooden structure. In other cases, with signs of **termite damage**, **rusted metal connections**, and in some areas the **original plywood plank is rotten and broken**. (See **Photos 21 -32** and **SK-4**)

It is recommended to have the subject building reviewed by for termites/ insect activity and tree as required prior to completing repairs.

The lower +/- 2 feet of **interior drywall are damaged** by the storm surge and humidity, also some areas of the exterior **wood sidings are rotten**, and exterior **paint coating is damaged**. (See **Photos 33 -34**)

Pennoni recommends carrying out an inspection to evaluate the level of humidity and moisture still present inside the building and thus be able, as part of the repairs to be undertaken in it, to determine all the areas that need to be dried and protected from future water penetration, so that the repairs to be executed are more effective in the long term and therefore better than those previously carried out.

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There does not appear to be signs of major readily identifiable displacement of the exterior wood framed walls. The west facing door thresholds appear to be damaged where the failed doors connected. The lower 4 ft of interior drywall were removed for inspection of the 2x4 walls. . In the southeast corner of the building there seems to have been a slight movement of the column which caused some of the planks that hide it to separate from the impact of the storm surge also two of the glass windows located there are broken as well. The lower +/- 2 feet of interior drywall are damaged and exterior paint coating is damaged. (See **Photos 11 -16**)

2.4 Cabin Second Floor Framing:

No structural damage is observed visually or when walking on this floor.

However, in the ceiling of the kitchen preparation area there are **cracks** that may show the excessive deformation of one of the wooden beams that make up the structure of the second level and **multiple signs of water penetration** can be seen on some points of these as well as the **failure of several joints between the plasterboards of the ceiling**, and it is not known whether they also affected any wooden beams.

Exploratory removal of some areas of the ceiling and inspection of beams is recommended to determine if floor framing is damaged. It is unclear if the existing wood beams were designed to take the current storage and equipment load. (See **Photos 35 – 38** and **SK-4**)

Deflection of the second-floor structure due to the weight of the mechanical systems likely has contributed to the interior ceiling drywall cracking found throughout the building.

2.5 Exterior Second Floor Walls:

There does not appear to be signs of major readily identifiable displacement of the exterior wood framed walls, but at the southeast façade, where there was originally an opening, **one of its sidings is broken**, apparently due to the impact of the storm wind. The removal of interior wall sheathing will be required to determine the exact reason of the exterior damage and if the wall studs or connections have been affected. (See **Photos 43 – 44** and **SK-3**)

2.6 Cabin Roof Framing:

Intact, no visual indication of structural damage. The existence of a wooden ceiling prevents the structure of the ceiling from being observed, although signs of termite damage can be seen on these ceiling, and it is not known whether they also affected any wooden trusses. Removal of some areas of the ceiling and inspection of trusses is recommended to determine if roof framing is damaged. (See **Photo 22**)

2.7 Cabin Metal Roofing:

Intact, no visual indication of structural damage on the metal roofing, but corrosion is visible at some points on the fascia and eaves. (See **Photos 23 - 25**)

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2.8 Back Porch Roof and Framing:

The built up covering of this roof is destroyed and needs to be renovated and a good part of the plywood and wooden boards of the roof sheathing, especially in both corners of the porch where is totally rotted. The joint between the porch joist and the original building lacks the appropriate fixing to secure it to that structure as required by FBC. About 90% of the joist's connections were severely corroded. This is due to salt exposure and atmospheric conditions. (See **Photos 26 - 30**)

Existing Tiki Huts for sitting on the outside deck were moved for the storm surge from their original location to the building and hit the exterior structure of the back porch. Although no severe damage was seen in the structure, this impact undoubtedly contributed to aggravating the damage to this roof. (See **Photo 2**). Review of the Tiki Huts or the West wood framed deck were not in our scope of work.

2.9 Other Comments:

- The detached wood west deck was not inspected in detail, but was observed to have separated from the North section of porch that extended from the main building. (See **Photos 6 & 7**)
- All the floor and plumbing drains on the first floor were clogged by sea sand (See **Photos 34**) and numerous signs of corrosion were observed on the metal corner beads of the windows, doors, and interior walls and on some pipes and the cover of the electrical panel. (See **Photos 31 & 32**)
- One of the exterior impact glass windows of the south façade was completely broken and another partially broken. (See **Photo 13**)
- The presence of Mold is observed in numerous places on the walls toward the interior of the building, especially at the approximate height that the sea reaches (14" above finish floor level) (See **Photo 33**)

3.0 Structural Repair Recommendations:

The following repairs are recommended to repair the damage caused by Hurricane "Milton" and to strengthen other deficiencies found:

1. Add new stainless steel hold-down connectors at the wooden walls to supplement or substitute the existing corroded steel connectors.

2. Repair of +/- 16 LF of wood rim beam and deck that have been eroded and are unlevel. The piles are in good condition and do no need to be replaced.

3. Replace exterior door and windows damaged and specially reinforce the frame of the first one.

4. Replace roof shearing at west elevation flat porch (750 SF).

5. Repairs to approximately 10% of exterior load bearing 2x4 wall studs

6. Repair to exterior sheathing where it is rotten. Estimated this extends for 25% of the exterior building perimeter and extends 2 feet above the finished floor. The removal of the timber finished exterior siding will be required to replace the sheathing.

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4.0 Limited Assessment of Electrical Systems by Gulf Coast Electrical Design (Exhibit B):

The following Electrical Systems are recommended for replacement:

Much of the branch circuitry wiring and conduit that feeds lights and receptacles throughout the Snack Shack has been damaged due to flooding:

1. Recommend replacing all branch circuit wiring.
2. Minimum replacement number of branch circuits are as follows.
3. (6) single pole 20 amp circuits.
4. (5) two pole 20 amp circuits.
5. (1) two pole 30 amp circuit.
6. (1) two pole 50 amp circuit.
7. (1) two pole 60 amp circuit**.**

4.0 Limited Assessment of Architectural Systems by Klar and Klar Architects (Exhibit C):

The following Architectural/ Building Envelope Systems are recommended for replacement:

1. Replace damaged doors and windows.
2. Replace all drywall +/- 4 ft along the interior damaged by flood waters
3. Replace all flooring.
4. Replace all roofing as it appeared near the end of is useful like and is likely leaking.

5.0 Limited Assessment of Architectural Systems by Klar and Klar Architects (Exhibit D):

At our request a cost estimate was developed by 3rd party cost estimator CC&A to repair the above described damages.

6.0 Considerations for FEMA Flood Requirements:

It is possible that these repairs will be considered a Substantial Improvement as defined in 44 CFR 59.1 from the National Flood Insurance Program (NFIP) administered by the Federal Emergency Management Agency (FEMA). A Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. The term includes structures that have incurred "substantial damage", regardless of the cause of the damage and regardless the cost of repair work performed.

If the repair work exceeds the 50 percent FEMA rule, the structure must be brought into compliance with flood plan management and local building code requirements based on the current flood zone. Therefore, additional measures would likely be required to meet ASCE 24-14 requirements to wet flood proof the building:

- *Install breakaway walls and frangible interior slabs.*
- *Addition of scour resistant foundations (piles).*
- *Installation of standard floor opening in the west and north wall of building.*
- *Verify that MEP is at approved elevation.*
- *Installation of flood damage resisting flooring.*
- *Installation of flood damage resisting exterior finish.*

Given the low elevation of the building, retrofits of the building to meet current code requirements would likely be cost prohibitive as the whole structure would be required to be elevated to meet these requirements.

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Figure 2 – Enlarged Area from FEMA Flood Map

Closure:

The sign and seal on this project indicates professional engineering responsibility for the structural portion only. General architecture, life safety, accessibility, electrical, mechanical, etc. are the responsibility of Pennoni Subconsultants.

Sincerely,
Pennoni Associates

J. Vincent Barnes III, P.E. SI-Limited #77754
Forensic Division Manager

See attached:
Exhibit A – Relevant Site Photos
Exhibit B – Electrical Review by Gulf Coast Electric
Exhibit C – Architectural Review Klar and Klar
Exhibit D – Cost Estimate by CC&A.

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EXHIBIT A – RELEVANT SITE PHOTOS

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Photo 1 – Northwest view of the "Snack Shack" Café (Dec.18, 2024)

Photo 2 – South view of the "Snack Shack" Café (Dec.18, 2024)

Photo 3 – View of one of the Foundation Piles

Photo 4 – Partial Underside View of the Wood Structure of the First Floor.

Photo 5 – View of one of the Foundation Piles that support the Perimetral Hallway.

Photo 6 – View of one of the Corner of the Walls Wood Frame Structure.

Photo 7 – View of one of the Exterior Intermediate Columns of the Walls Wood Frame Structure.

Photo 8 – View of one of the Interior Intermediate Double Columns of the Walls Wood Frame Structure.

Photo 9 – View of the Interior Walls Wood Frame Structure.

Photo 10 – View of the Exterior Walls Wood Frame Structure.

Photo 11 – Failed Connection between the Exterior Wood Deck and the Perimeter Corridor.

Photo 12 – Failed Connection between the Beam that support the Southeastern Perimetral Corridor and the Wood Column that Support its Wooden Handrail (its bottom is rotten).

Photo 13 – Broken Exterior Wood Beam at the Outside Deck (in December 2024).

Photo 14 – Broken Exterior Wood Beam at the Outside Deck Repaired in February 2025 BUT Note the Weak Support of the Column that Supports the Staircase.

Photo 15 – Broken Ceramic Tiles at First Floor Deck.

Photo 16 – One of the Areas with Possible Floor Depression

Photo 17 – Exterior Door Broken (outside view).

Photo 18 – Exterior Door Broken (inside view).

Photo 19 – Impact Glass Window Broken (inside view).

Photo 20 – Minor Signs of Possible Movement in SE Corner of the Building.

Photo 21 – Wooden Studs Broken at Exterior Wall Wood Frame.

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Photo 22 – Wooden Studs Broken and Rutten at Exterior Wall Wood Frame.

Photo 23 – Wooden Bottom Plate Rutten and Loosen at Exterior Wall Wood Frame.

Photo 24 – Wooden Bottom Plate Broken and Rutten at Interior Wall Wood Frame.

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Photo 25 – Broken and Rutten Wood Studs at Interior Wall Wood Frame due to Water Intrusion.

Photo 26 – Signs of Water Intrusion at Exterior Wall Sheathing of the Cabin Wood Frame.

Photo 27 – Broken Wood Board of the Exterior Wall Sheathing of the Cabin Wood Frame.

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Photo 28 – Broken and Rutten Original Plywood Sheathing of the Exterior Wall of the Cabin due to Water Intrusion and Note the Absence of Steel Connectors.

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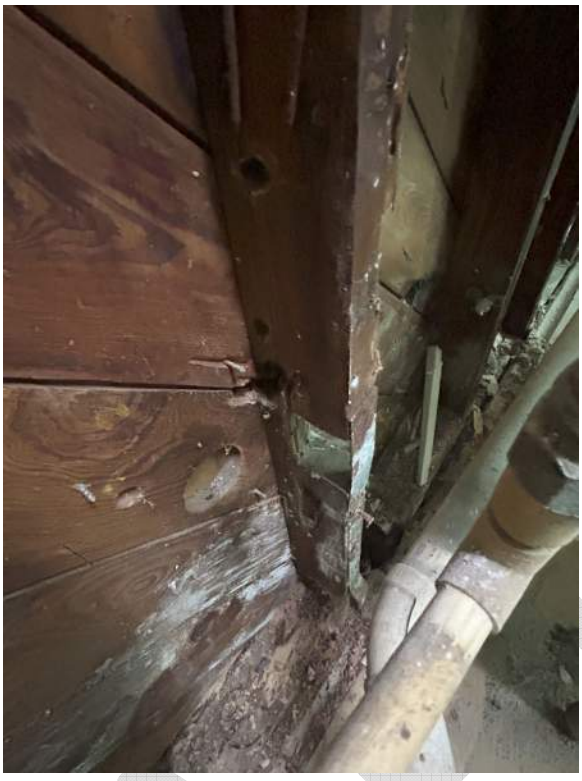

Photo 29 – Termite Damages at Wooden Studs.

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Photo 30 – Termite Damages at Wooden Studs.

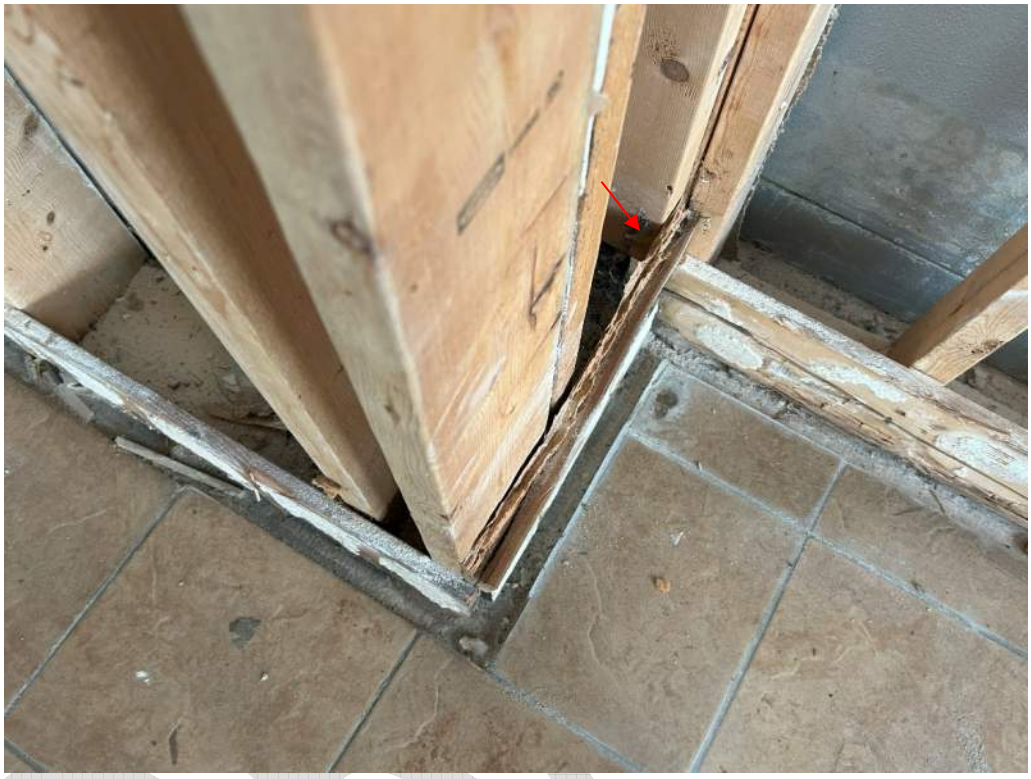

Photo 31 – Termite Damages at Interior Wood Frame.

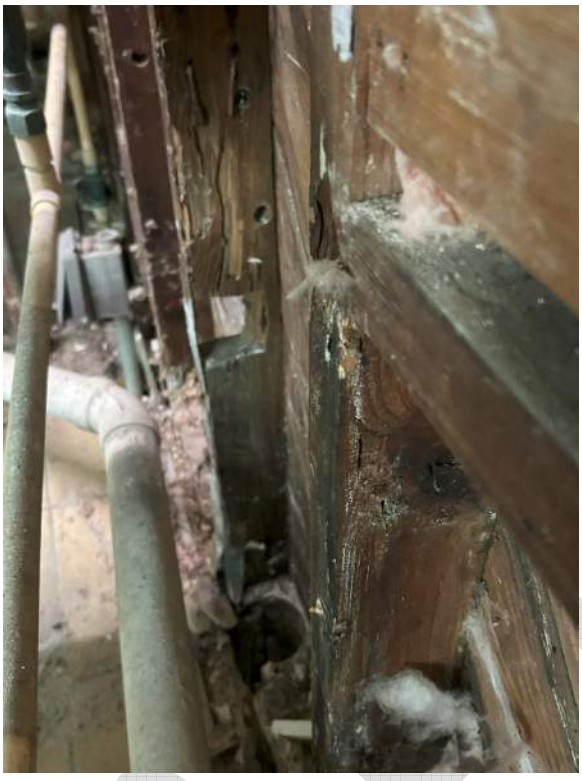

Photo 32 – Termite Damages at Wooden Studs.

Photo 33 – Damages at Exterior Wooden Sidings.

Photo 34 – Damages at Exterior Wooden Sidings.

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Photo 35 – Signs of Water Intrusion through the 2nd Floor / Cracks in the Ceiling.

Photo 36 – Signs of Water Intrusion through in the Ceiling

Photo 37 – Signs of Water Intrusion through the Ceiling and Longitudinal Crack in a Wood Truss direction.

Photo 38 – Signs of Water Intrusion through in the Ceiling.

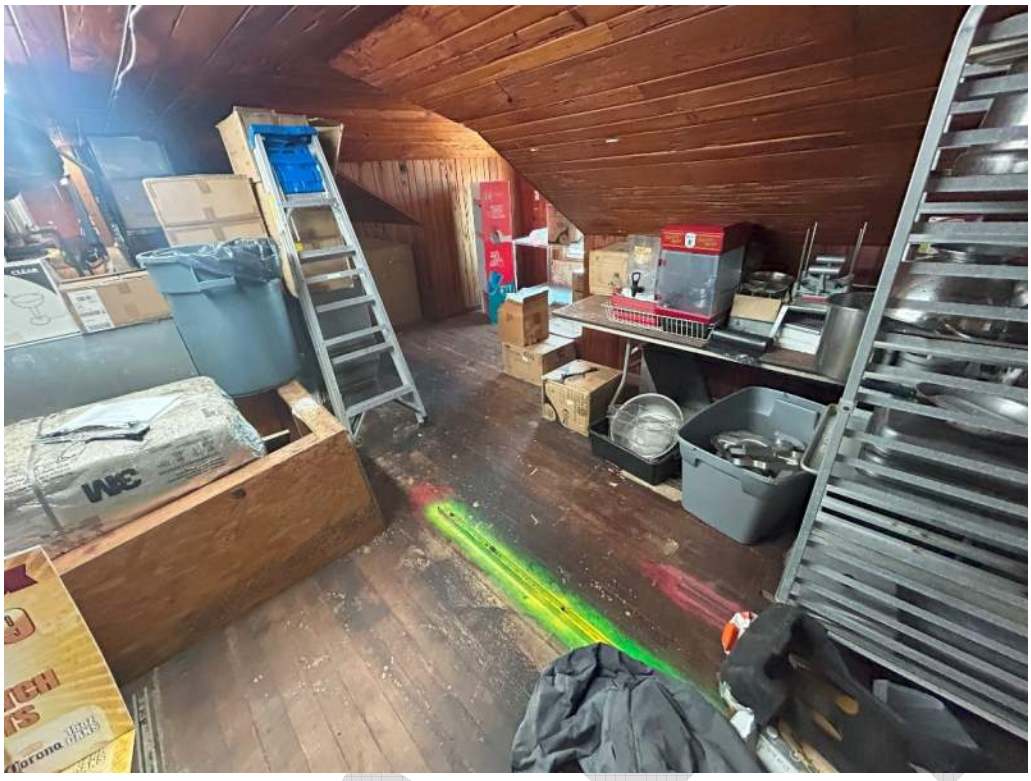

Photo 39 – Inside view of 2nd Floor (Attic).

Photo 40 – Inside view of 2nd Floor (Attic).

Photo 41 – Interior View of Wood Ceiling of the Attic (see Signs of termites' damages).

Photo 42 – Termite Damages in Wood Ceiling of the Attic.

Photo 43 – Exterior Siding Broken at Southeast Façade of 2nd Floor (Attic).

Photo 44 – Close Up View of Exterior Siding Broken at Southeast façade of 2nd Floor (Attic), also Note Wooden Nails Corroded.

Photo 45 – Outside View of Metal Roofing.

Photo 46 – Outside View of Metal Roofing.

Photo 47 – Corrosion on Metal Roofing Edges.

and **SK-5**

Photo 48 – Corrosion on Metal Roofing Edges.

Photo 49 – Outside View of Built-up Roofing Destroyed.

Photo 50 – Back Porch Roof Frame and Sheathing Destroyed.

Photo 51 – Back Porch Roof Sheathing Destroyed.

Photo 52 – Corroded Connections at Back Porch Frame.

Photo 53 – Lack of Connections in the Roof Structure at Back Porch Frame.

Photo 54 – Top of one of the Wood Column of the Back Porch that was Impacted by Outside Tikis.

Photo 55 – Outside View of the Rear Wood Deck and Back Porch that was Impacted by Outside Tikis.

Photo 56 – Northwest Corner of the Perimetral Corredor at the Top of the Concrete ADA Ramp.

Photo 57 – Bottom Section of the Wooden Columns of the Back Porch.

Photo 58 – Wooden Boards Loose at the Back Porch.

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Photo 59 – Corrosion in Metal Corner Beads of Interior Walls.

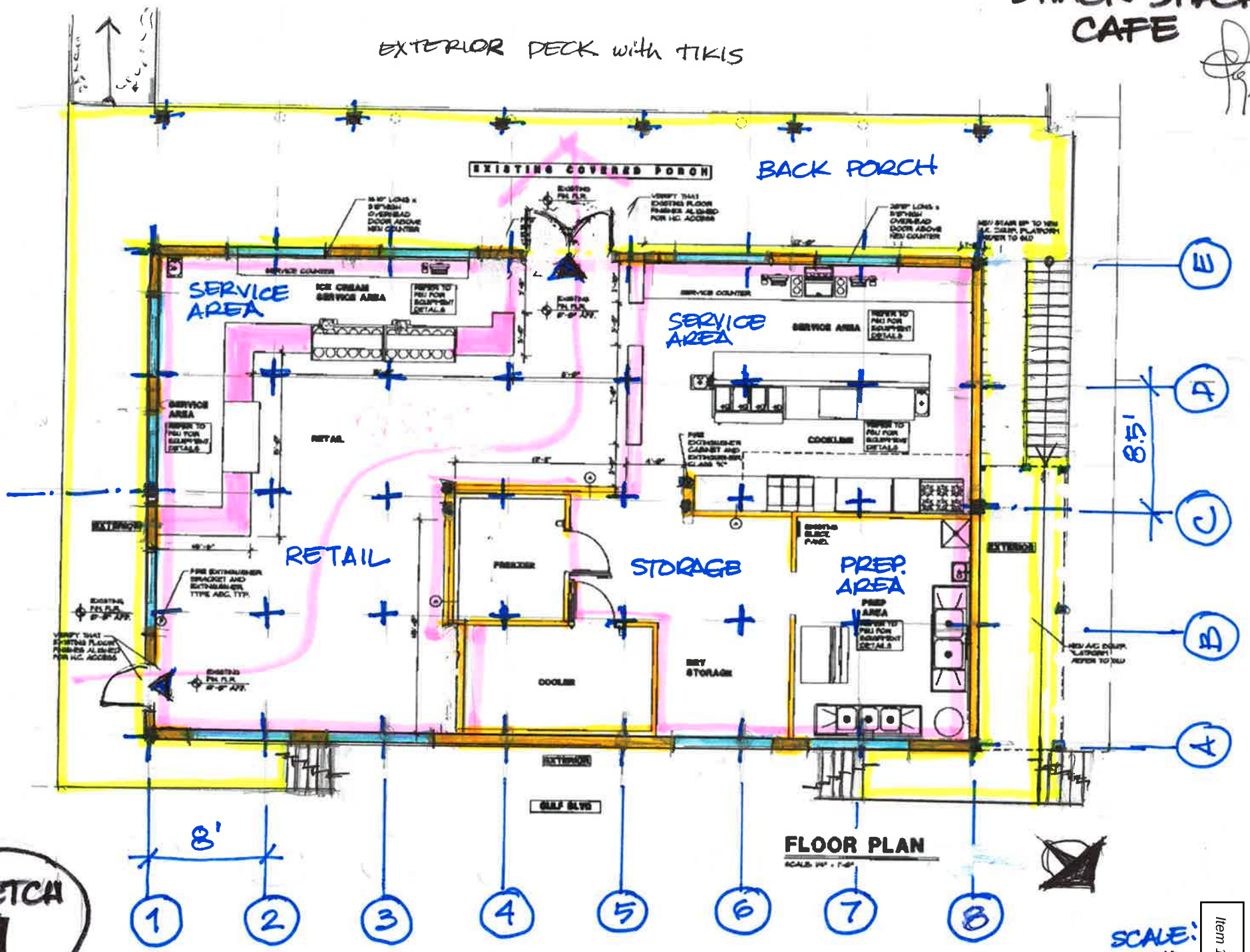
Photo 60 – Several Damages in Interior Walls Finishes.

Photo 61 – Signs of Mold and Water Intrusion in the Interior of the Building (14” over finish floor).

Photo 62 – Floor Drains Clogged.

"SNACK SHACK" CAFE

EXTERIOR DECK with TIKIS



FLOOR PLAN

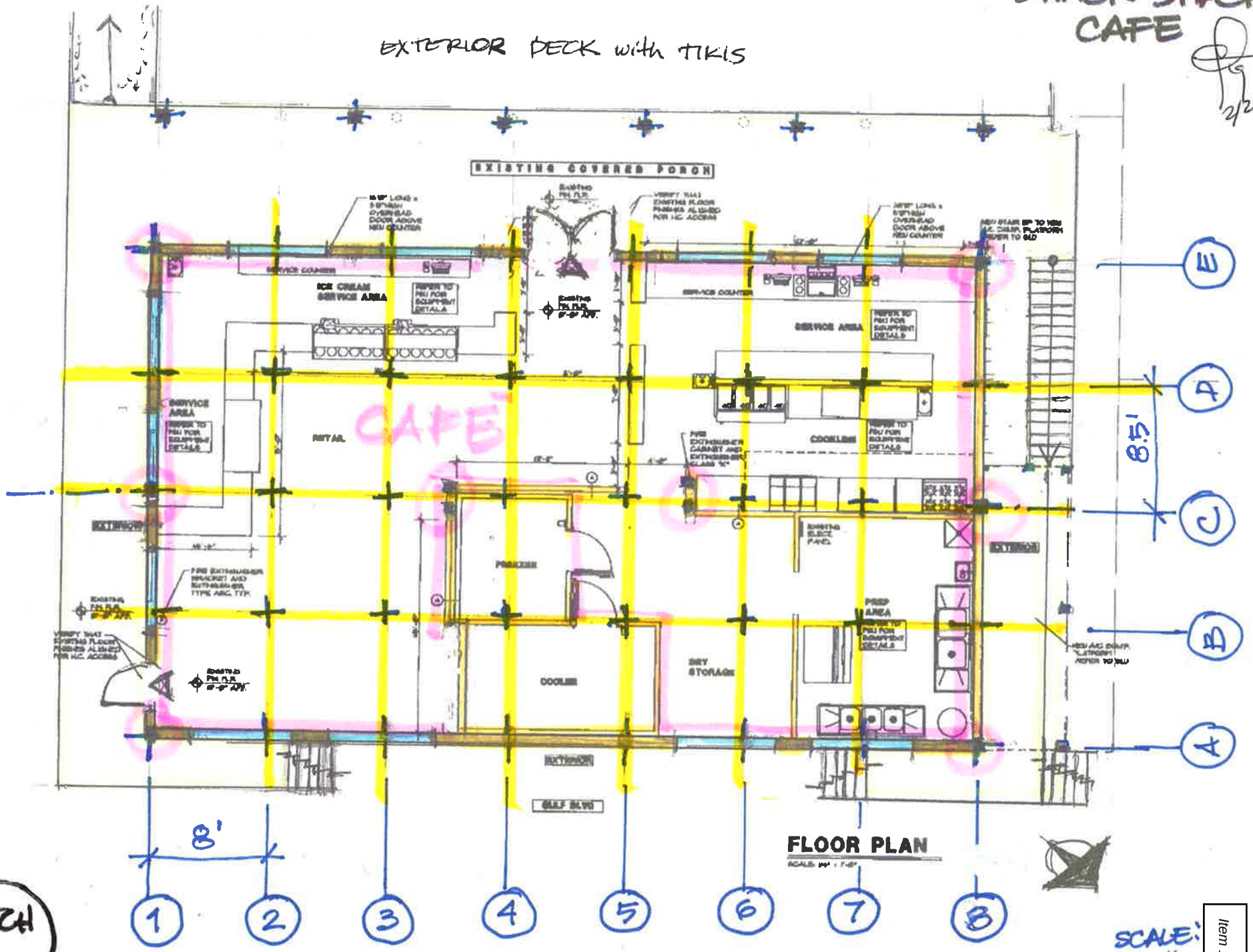
SCALE: 1/4" = 1'-0"

SKETCH 1

"SNACK SHACK"
CAFE

2/25

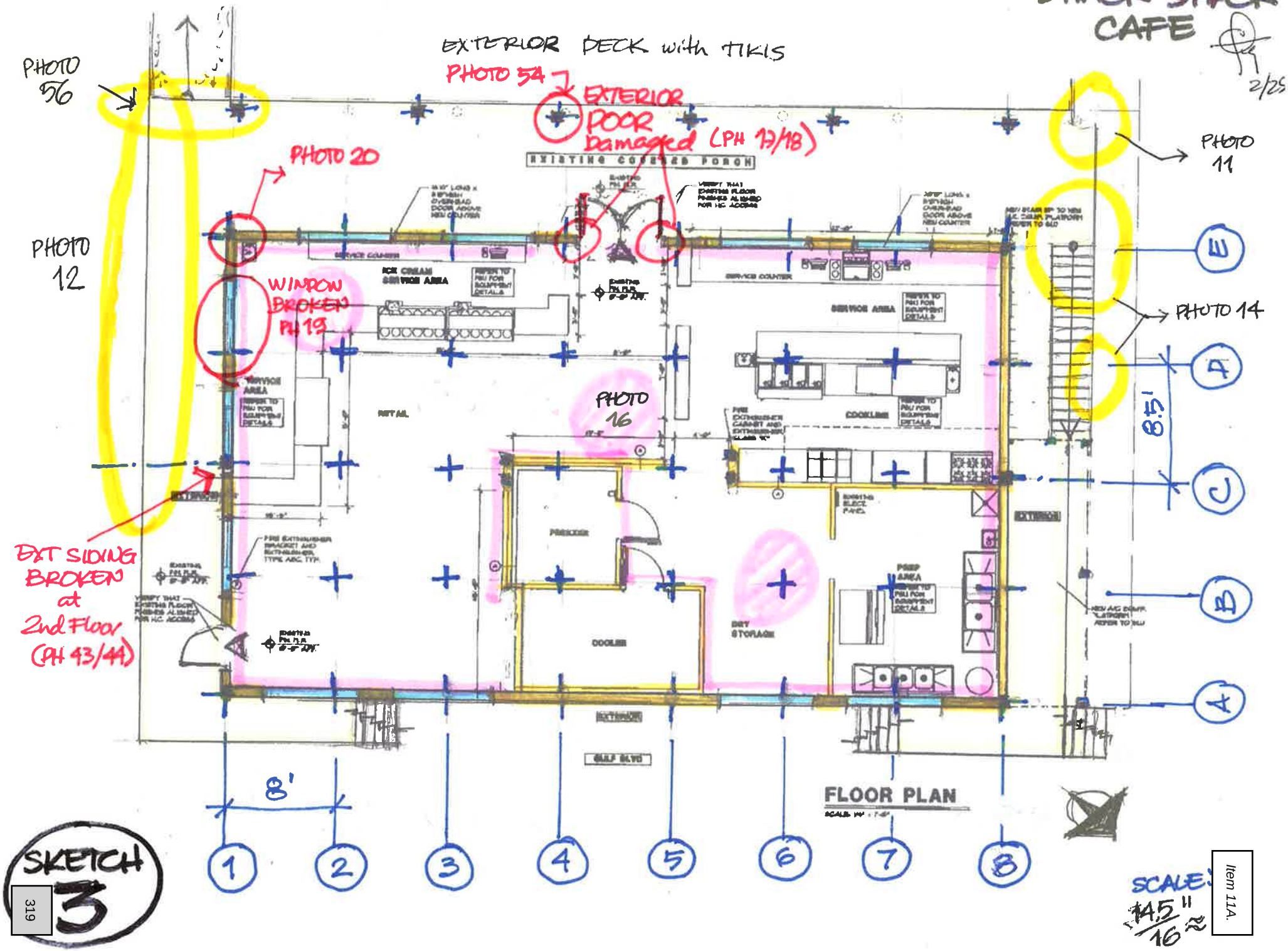
EXTERIOR DECK with TIKIS



FLOOR PLAN

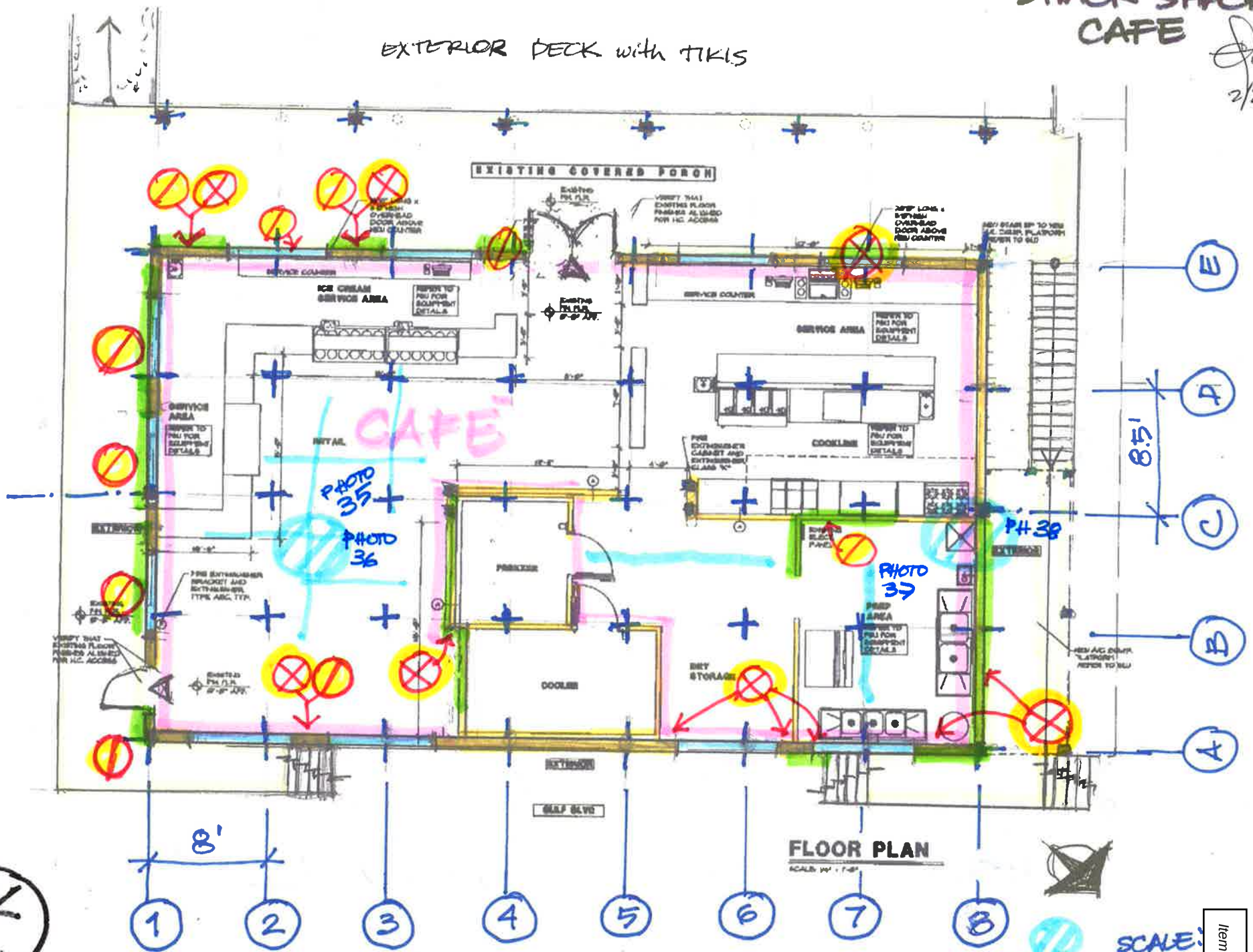
SCALE: 14.5" / 16 ≈

SKETCH 2


"SNACK SHACK" CAFE
EXTERIOR DECK with TIKIS
PHOTO 56
PHOTO 54
EXTERIOR POOR Damaged (PH 17/18)
PHOTO 20
PHOTO 11
PHOTO 12
WINDOW BROKEN PH 19
PHOTO 14
PHOTO 16
EXT SIDING BROKEN at 2nd Floor (PH 43/44)
8.5'
8'
FLOOR PLAN
SCALE: 1/4" = 1'-0"
SKETCH 3
Item 11A.

"SNACK SHACK" CAFE

2/25



SK 1

LEGEND:

ROTTEN

BROKEN

TERMITES

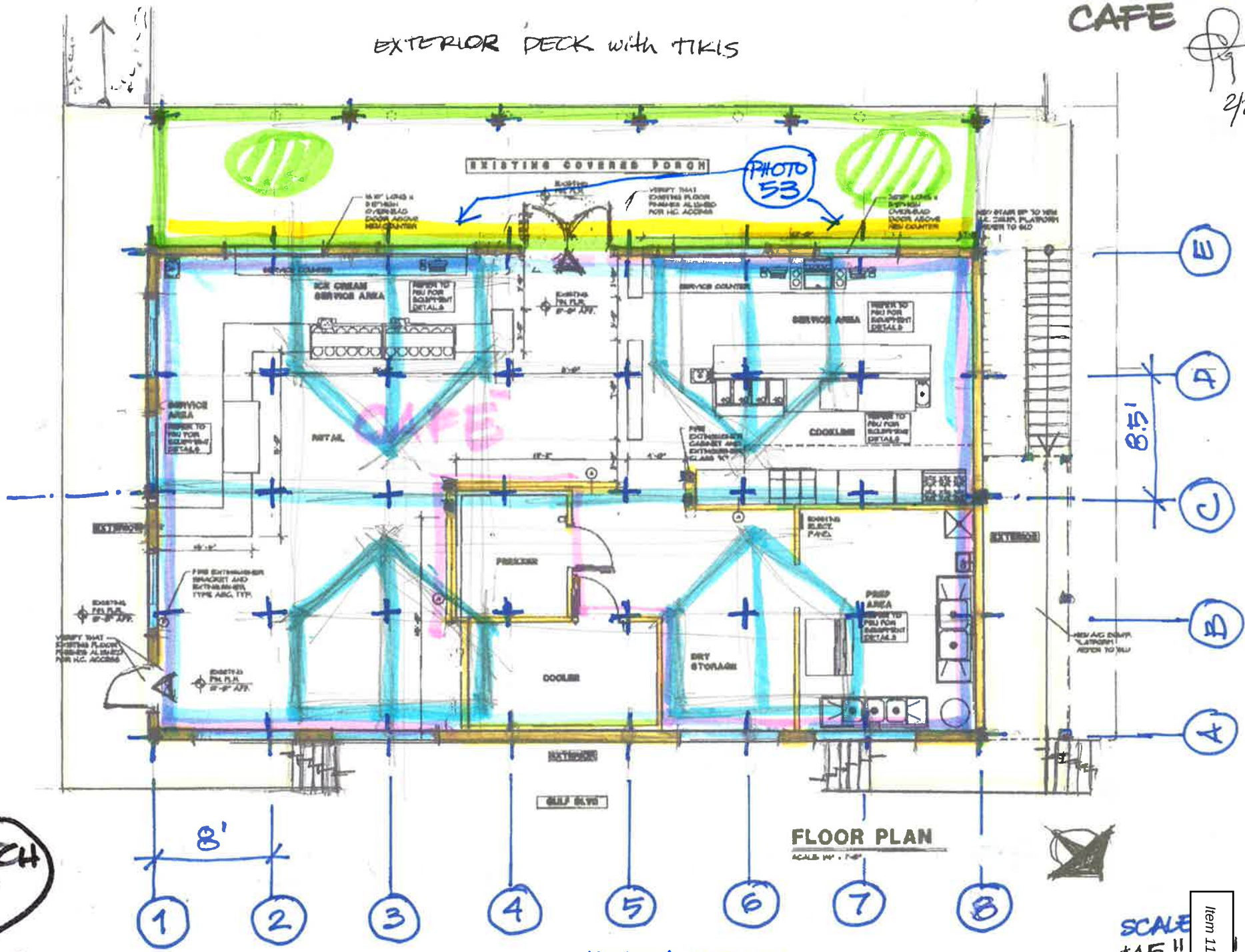
CEILING CRACKS

WATER INTRUSION SIGNS

SCALE: 14.5" / 16" ≈

"SNACK SHACK CAFE

EXTERIOR DECK with TIKIS



FLOOR PLAN

SKETCH 5

ROOF

METAL

BUILT UP

ROTTEN

JOIST without CONNECTORS

SCALE 1/4" = 1'-0"

321

Item 11A.

DRAFT

EXHIBIT B
Electrical Review by Gulf Coast Electric

GULF COAST
ELECTRICAL DESIGN

Maderia Beach Snack Shack
Electrical - Limited Visual Assessment
Hurricane Milton

Walkthrough:

A site walk was conducted by Josh Wiswell on December 18, 2024. Power was on to the building during the site walk. I was not able to access the upstairs of the building at the time of the walk through.

Snack Shack Observations and Recommendations:

- The electric meter on the exterior of the building and electrical panel on the interior of the building did not receive water damage due to flooding.

- Much of the branch circuitry wiring and conduit that feeds lights and receptacles throughout the Snack Shack has been damaged due to flooding
    - Recommend replacing all branch circuit wiring.
    - Minimum replacement number of branch circuits are as follows.
    - (6) single pole 20 amp circuits.
    - (5) two pole 20 amp circuits.
    - (1) two pole 30 amp circuit.
    - (1) two pole 50 amp circuit.
    - (1) two pole 60 amp circuit.

GULF COAST
ELECTRICAL DESIGN

Conclusion:

We do not recommend the client re-energize any electrical equipment that was submerged in water, or any equipment that feeds (directly or indirectly) equipment that was submerged in water.

Building electrical systems are complex and connected in ways that are not always apparent at first look. Corrosion due to submersion is also not always apparent at first look and can continue to worsen over time. Failure of equipment due to submersion can happen at any time either in the near or distant future.

Therefore, we recommend all equipment that was submerged or significantly exposed to flood waters be replaced.

Sincerely,
Gulf Coast Electrical Design
2150 Range Road
Clearwater, FL 33765

Cory A. Glass
727-243-7023
FL-PE80467
FL-EC13008992

DRAFT

EXHIBIT C
Architectural Review Klar and Klar

klar and klar
architects inc.

Maderia Beach Snack Shack

January 10, 2025

Project # MDBCH24002 phase 01

Address: 1020/1040 Calumet St., Clearwater, FL. 33755

General Project Information:

28473 u.s. 19n. #602
clearwater
florida 33761

Maderia Beach Snack Shack:

2-story building structure with adjacent outdoor seating area. +/- 4,080 gsf. Since the original construction drawings are not available the structural systems remains unknown.

Walkthrough:

Site walks by Klar and Klar Architects Staff were completed on December 18, 2024.

The purpose of the site walks was to conduct a limited visual review of the building Interior and Exterior after hurricane winds and storm surge by both recent Hurricane's.

This limited Architectural assessment was based on information obtained from visual observations made at the site.

ph. (727)-799-5420
fax. (727) 799-9625
www.klarklar.com

Observations:

Exterior:

1. Exterior deck damge due to storm surge.
2. Exisitng exterior "Tiki" huts for seating have been displaced or completely destroyed.
3. Exisitng Paint/coating deterioration along bottom of wall on seaward side of building.
4. Exterior door on west side gone, needs new door and frame.
5. Several areas of roof deck damaged on west side.
6. Set of 3 windows on southside glazong cracked/broken and needs replacement.
7. Was not able to see roof or roof over porch for condition.

Interior:

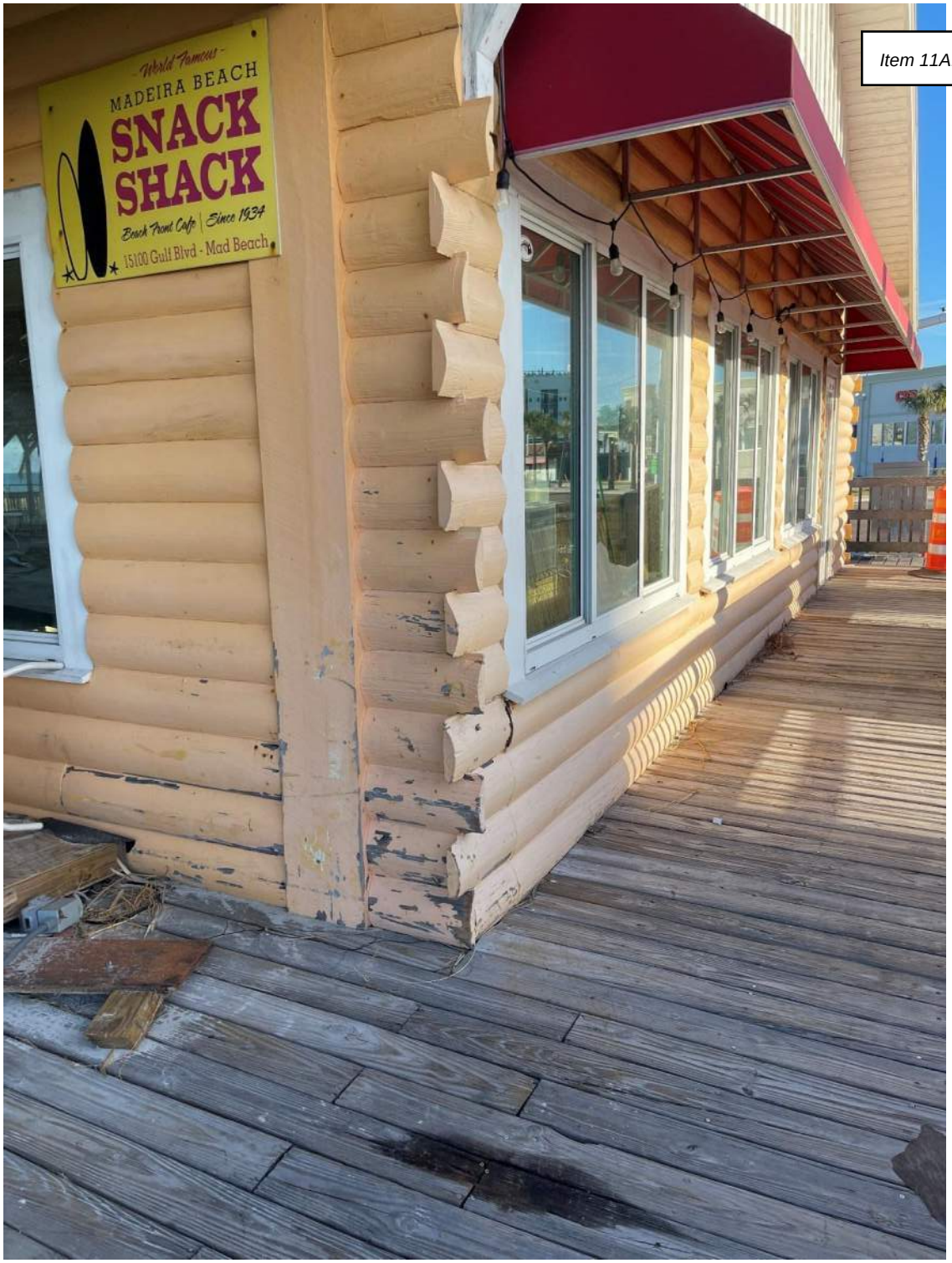
1. Sand through-out the interior.
2. Broken floor tiles.
3. Broken tile base in a few areas. Tile base would need ot be removed when replacing dtywall and new tile base installed
4. Drywall and wall coverings should be removed up to window sill hieght at mininmum and reveiwed to see if further removal is required as water looks ot have penetrated the wall cavity.

tim g. knowles aia
kristina f. novisk

5. Ceilings are cracked and suspect water intrusion from roof above. Roof needs to be investiagted for any roof leaks/damage and repaired.
6. All kitchen equipment should be removed for cleaning and inspected by kithcen equipment provider.
7. Stainless steel wall panels in kithcen, panels should be removed for drywall removal, or at least a panel be removed for inspection of wall cavity.
8. Wood slate merchandise wall, lower section that was in flood waters should be removed / replaced.
9. Most of cabinetry and checkout areas have water damage and should be replaced.

View from parking area.

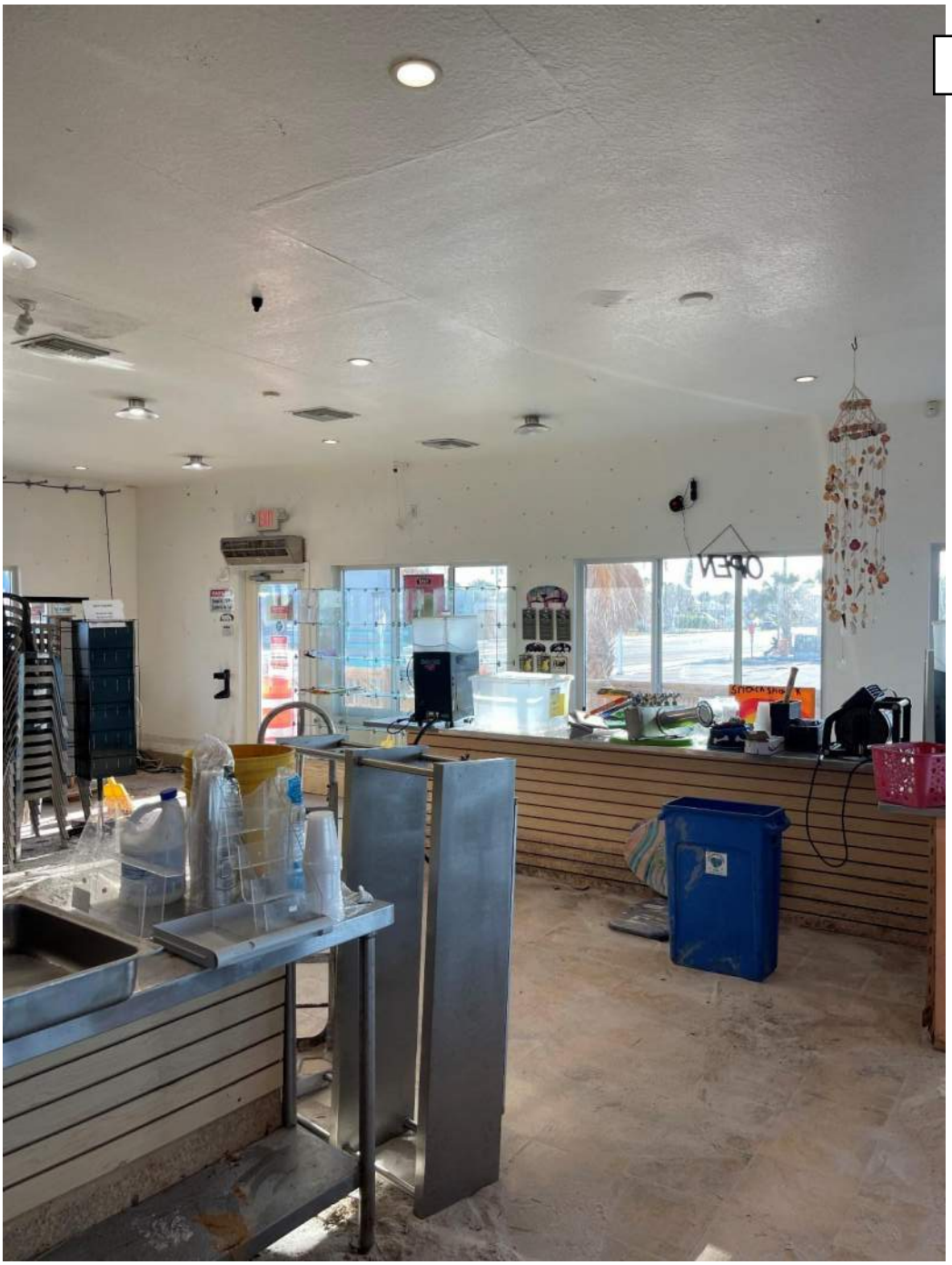
Overall view from exterior deck. damaged tiki huts/seating area.



Paint peeling.

Roof deck damage.

Sand/water intrusion in walls.



interior/ ceiling cracks and water damage on ceiling.

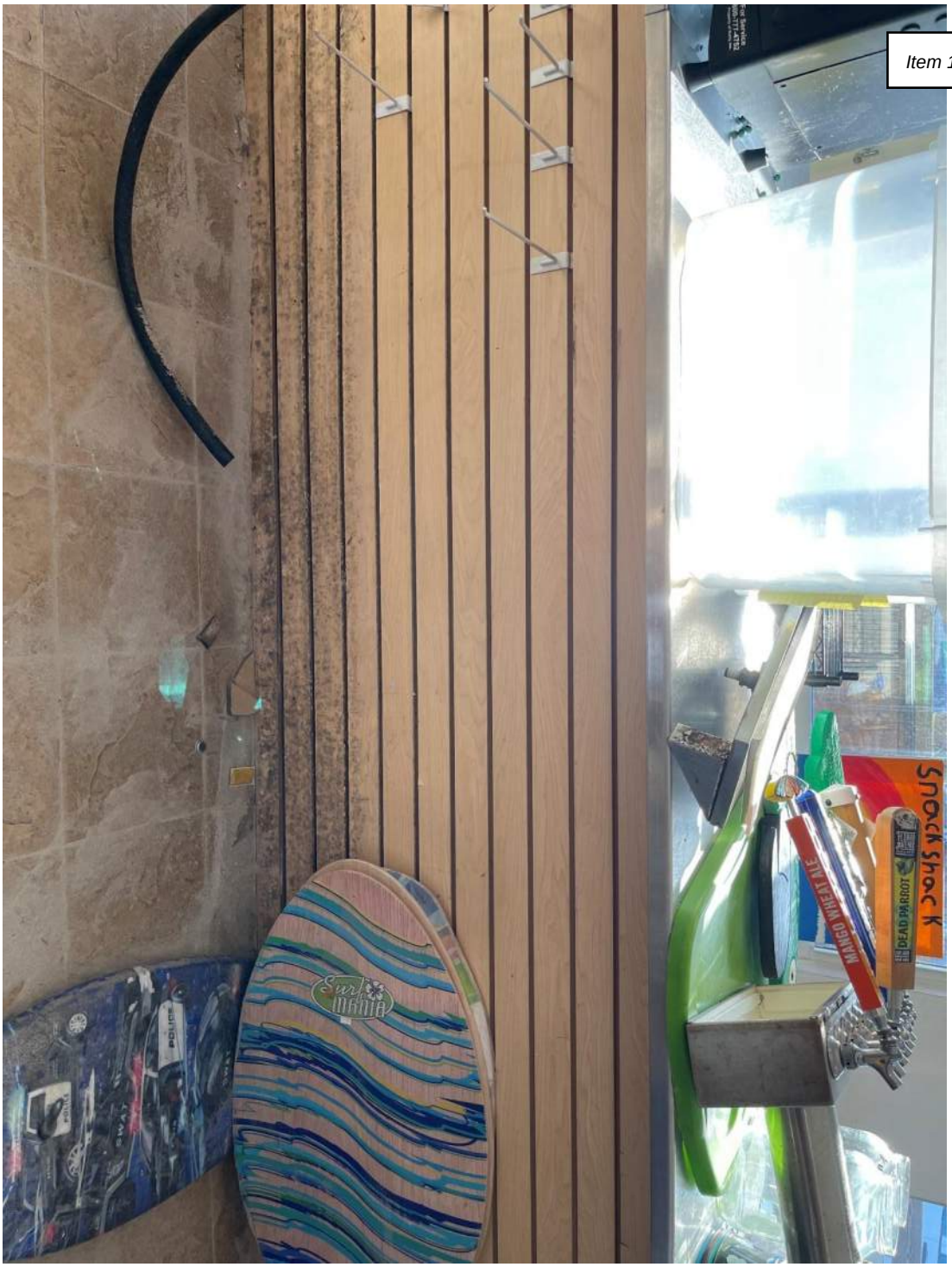
Wall base, hole in wall cavity with water intrusion.

Kitchen area.

Sand/ flood damage on wood slate wall.

Sand / flood damage , typical throughout

The outlet caught on fire due to flooding.



Sales area low wall/wood slate wall damage needs to be replaced.

If you have any questions about these issues, please call to discuss.

Respectfully,

Timothy G. Knowles,
Principal Klar and Klar Architects, Inc.

DRAFT

EXHIBIT D
Cost Estimate by CC&A

C C & A

CONSTRUCTION CONSULTANTS & ASSOCIATES, INC.

PROJECT : **Snack Shack Café** DATE : 3/12/2025
LOCATION : **Madeira Beach, Florida** PROJ # : 2025.113
FILE NAME : **SSC Budget** PAGE : 1 OF 1

DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL	REMARKS
LIMITED STORM DAMAGE ASSESSMENT BUDGET					
Structural Repair Recommendations Scope of Work					$67,818
New Stainless Steel tie-downs at ext wd walls	90	ea	150.00	13,500	
Replace WD Rim Beam	18	lf	500.00	8,800	
Reinforce WD Window Sub-Frames	15	ea	500.00	7,500	
Reinforce WD Door Sub-Frames	2	ea	500.00	1,000	
Replace Roof Sheathing at porch	750	sf	25.00	18,750	
Replace 10% ext wall wd studs	14	ea	250.00	3,493	
Remove Timber siding 100%	2,280	sf	5.00	11,400	
Replace ext wall sheathing 25%	450	sf	7.50	3,375	
Electrical Repairs Recommendations Scope of Work					$28,560
Replace all branch circuit wiring	1,904	sf	10.00	19,040	
Replace all receptacles	1,904	sf	5.00	9,520	
Incoming Service - Remain as is					
Electrical Panels - Remain as is					
Architectural Repairs Recommendations Scope of Work					$264,163
New Impact Windows	435	sf	125.00	54,338	
New Impact Door 6070	1	ea	5,500.00	5,500	
New Impact Door 3070	1	ea	3,500.00	3,500	
Replace gyp bd 4ft high	1,940	sf	15.00	29,100	
Misc. gyp bd repairs due to water intrusion	1	ls	25,000.00	25,000	
Replace tile floors & base 100%	2,094	sf	23.00	48,171	
Replace metal roofing 100%	2,461	sf	20.00	49,220	
Replace ext wall wd siding 100%	2,622	sf	15.00	39,330	
Interior painting	1,904	sf	2.50	4,760	
Exterior painting	2,622	sf	2.00	5,244	
Sub-Total				360,540	
Contractor General Conditions	15%			54,081	
Contractor Insurance & Bonds	3%			12,439	
Estimate Contingency	20%			85,412	
Escalation 12months	5%			25,624	
Permits - Allowance	1%			5,381	
Contractor OH&P	6%			32,609	
Probable Construction Repairs Budget				576,085	

The above budget is very limited in scope and only includes the specific work as listed above.
All storm cleanup, exterior wood deck repairs, steps and railings are excluded.
Replacement of ext. canvas canopies is excluded.
Repair/replacement of all termite damages are excluded
All interior repairs at the 2nd floor attic are excluded.

BID PRICING

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish to the City of Madeira Beach the complete bid package per specifications in the signed and sealed plans at the price(s) stated in **Exhibit A – Bid Pricing**.

Exhibit A – Bid Pricing

Note: The City requires a ~~10%~~ 20% contingency amount, in addition to the contract amount, for any incidentals.

GRAND TOTAL OF BID (labor, materials and ~~10%~~ 20% contingency) $ $238,062

PAYMENT TERMS:
Payment will be made only after completion and acceptance of the Work.

Pursuant to Florida Statutes § 218.735, Contractor's invoices must be submitted to the City's project manager for review and processing. This official will stamp each invoice as received, and, if deemed complete, accepted and not disputed, shall thereafter be paid within 25 business days after receipt. If an invoice fails to meet the contract requirements by, among other things, failing to provide the date(s) of service, the materials used, and other details sufficient to verify the work and its related costs, the City will reject the invoice within 20 days after it is received. Any such rejection will be in writing and will specify the deficiencies and what information or changes are required to make the invoice proper. Payment of corrected, accepted invoices will be within 10 business days from the invoiced City's receipt of same unless City Commission approval is required. Any portion of an invoice covering Work or materials which are disputed by the invoiced City in terms of quality, quantity, workmanship or defective installation shall be disputed by the City in accordance with Florida Statutes § 218.76(2). However, any portion of an invoice covering Work or materials which are not disputed will be paid within the time periods set forth herein.

Complete payment for the Work will not be made until all conduit, junction boxes, and other required equipment or materials are installed; Work is completed; the Work sites are restored to "as good or better" conditions; and, the Work has been inspected and accepted by the City's construction permit inspector and/or the Engineer

A ~~10%~~ 20% retainage of the awarded bid amount, will be withheld.

Vendor: Mali Contracting Corp Date: 11/04/2025

ITB # 25-13 Archibald Snack Shack Improvements

Bidder Name: Mali Contracting Corp

Contractor Name: Marisela Linares

Unit cost must include labor and materials for all scope of work.

Item No.	Scope of Work	Unit (Lump Sum/SF)	Estimated Quanity	Unit Cost	Total
1	Interior Drywall ~~and Slat Wall Replacement~~	Lump Sum	1	8000	8000
2	Interior insulation replacement	Lump Sum	1	4000	4000
3	Interior Paint	Lump Sum	1	6627	6627
4	Exterior Paint	Lump Sum	1	6747	6747
5	Tile Floor Demolition	SF	1800	4.5	8100
6	Subfloor replacement (If needed)	SF	720	8	5760
7	Tile Floor replacement -Daltile, Harmonist, Celestia HM30 replacement (labor & Materials)	SF	1800	16.52	29736
8	Removal/ replacement three panel prehung windows	each	2	5230	10460
9	Removal/replacement single door	Lump Sum	1	3277	3277
10	Removal/ replacement double door	Lump Sum	1	6554	6554
11	Exterior Flat roof repair - See Plans and addendum #1	Lump Sum	1	19960	19960
12	Repair/replacement of Extrior Wall	SF	84	50	4200
13	Repair/ replacement exterior wood deck	SF	720	40	28800
14	Repair Replacement Exterior handrails	Lump Sum	1	6000	6000
15	Air Conditioning ~~Repair~~ / replacement - see addendum #1	Lump Sum	1	18604	18604
16	~~Installation of Fire System~~	Lump Sum	1		0
17	Walk in Freezer and Cooler repairs - see addendum #1	Lump Sun	1	31560	31560
Total					**198385**
20% Contingency					**39677**
Total Bid Amount					**238062**

ADDITIONAL MATERIALS/ADDENDA

Additional Materials submitted (mark one):

__X__ No additional materials have been included with this bid

_____ Additional Materials attached (describe--attach additional pages if needed)

Addenda Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at http://www.madeirabeachfl.gov prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda Number	Initial to acknowledge receipt
1	10/27/2025

Vendor Name Mali Contracting Corp Date: 11/03/2025

SUBCONTRACTOR DISCLOSURE FORM

Project Name: Archibald Park Snack Shack Improvements

Project Number / ITB #: 25-13

Prime Contractor: Mali Contracting Corp

Date Submitted: 11/04/2025

Subcontractor Name	Business Address	Contact Information	License Number	% of Contract Value
Mali Plumbing and Mechanical	4501 N Saint Vincent St Tampa Fl	Marisela Linares	CMC 1251491	22%

3. Purpose

This form must be completed and submitted by the Prime Contractor to disclose all subcontractors who will perform work or provide services under the contract. The City of Madeira Beach reserves the right to approve or reject any subcontractor in accordance with contract terms.

4. Subcontractor Information

5. Additional Disclosures

- **Minority/Women-Owned Business Enterprise (M/WBE)**: ☐ Yes ☐ No
- **Small Business Enterprise (SBE)**: ☒ Yes ☐ No
- **Local Vendor**: ☐ Yes ☒ No

6. Certification

I certify that the above subcontractor information is complete and accurate to the best of my knowledge. I understand that any changes to the approved subcontractor list must be submitted in writing and approved by the City prior to the subcontractor beginning work.

Prime Contractor Name: Mali Contracting Corp

Authorized Representative (Print): Marisela Linares

Signature:

Date: 11/03/2025

VENDOR INFORMATION

Company Legal / Corporate Name: Mali Contracting Corp

Doing Business as (if different than above): _____

Address: 4501 N Saint Vincent St

City: Tampa State: Fl Zip: 33614

Phone: (813)489-3650 Fax: _____

Email address: malicontractingcorp@gmail.com Website: _____

State License#: CGC1534877 PCCLB License #: I-CGC1534877

DUNS #: _____

Remit to address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____

Order from address (if different from above):

Address: _____

City: _____ State: ____ Zip: _____

Contact for Questions about this bid:

Name: Marisela Linares Fax: _____

Phone: (813)489-3650 E-Mail Address: malicontractingcorp@gmail.com

Day-to-Day Project Contact (if awarded):

Name: Marisela Linares Fax: _____

Phone: (813)489-3650 E-Mail Address: malicontractingcorp@gmail.com

X Certified Small Business Certifying Agency: Hillsborough County

X Certified Minority, Women or Disadvantaged Business Enterprise Certifying Agency: Hillsborough County

REFERENCE FORM

Please include a list of three (3) references for like projects.

1. Name of Business / Entity: Pasco County Facilities Management

Contact Person Name: George Scheitlin Phone: (727)992-1503

Email: gscheitlin@pascocountyfl.net Project Cost: 680,000

Project Completion Date: 06/01/2022

Brief Project Description: Elsie Logan Memorial Park

Demolition old concession building and build new concession building

2. Name of Business / Entity: Pasco County Facilities Management

Contact Person Name: George Scheitlin Phone: (727)992-1503

Email: gscheitlin@pascocountyfl.net Project Cost: 10,000

Project Completion Date: 01/15/2023

Brief Project Description: Liberty B Building

Office renovation, selective demolition,drywall and painting

3. Name of Business / Entity: Blu Ventury Real Estate

Contact Person Name: Roy James Phone: (727)434-2776

Email: Project Cost: 176,000

Project Completion Date: In progress

Brief Project Description: New Home

SCRUTINIZED COMPANIES

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

Authorized Signature

Marisela Linares
Printed Name

President -CEO
Title

Mali Contracting Corp
Name of Entity/Corporation

STATE OF Florida

COUNTY OF Hillsborough.

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization on, this 3 day of November, 2025, by Marisela Linares (name of person whose signature is being notarized) as the President-CEO (title) of MALI CONTRACTING Corp. (name of corporation/entity), personally known ✓ or produced (type of identification) as identification, and who did/did not take an oath.

Notary Public

LUIS ZAMORA ESTRADA
MY COMMISSION # HH 661254
EXPIRES: April 6, 2029

Printed Name

My Commission Expires: April 6, 2029
NOTARY SEAL ABOVE

OFFER CERTIFICATION

By signing and submitting this Bid, the Vendor certifies that:

a) It is under no legal prohibition on contracting with the City of Madeira Beach.

b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.

c) It has no known, undisclosed conflicts of interest.

d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.

e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.

f) It understands the City of Madeira Beach may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Madeira Beach agrees not to change or delete any copyright or proprietary notices.

g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.

h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.

i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.

j) It is current in all obligations due to the City.

k) It will accept such terms and conditions in a resulting contract if awarded by the City.

l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: Mali Contracting Corp

Signature: _____

Printed Name: Marisela Linares

Title: President-CEO

Date: 11/03/2025

BID BOND

(Not to be filled out if a certified check is submitted)

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, Mali Contracting Corp as Principal, and The Ohio Casualty Insurance Company as Surety, who's address is 175 Berkeley Street, Boston, MA 02116, are held and firmly bound unto the City of Madeira Beach, Florida, in the sum of *** FIVE PERCENT OF AMOUNT BID *** Dollars ($ 5% of Bid) (being a minimum of 5% of Contractor's Total Bid Amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Mali Contracting Corp as Principal, and The Ohio Casualty Insurance Company as Surety, for work specified as: ITB # 25-13 Archibald Snack Shack Improvements, 15100 Gulf Blvd Madeira Beach

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided here for, all within Pinellas County, is accepted and the contract awarded to the above named bidder, and the said bidder shall within ten days after notice of said award enter into a contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by the City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law and the full amount of this Bid Bond will be paid to the City as stipulated or liquidated damages.

Signed this 4th day of November, 2025

(Principal must indicate whether corporation, partnership, company or individual)

Principal: Mali Contracting Corp

By: Marisela Linares

Title: President

Surety: The Ohio Casualty Insurance Company

(The person signing shall, in their own handwriting, sign the principal's name, their own name, and their title; where the person is signing for a Corporation, they must, by Affidavit, show their authority to bind the Corporation).

Christine Morton

Christine Morton
Attorney-in-Fact & FL Licensed Resident Agent
Inquiries: (407) 834-0022

Liberty Mutual. SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213371-969517**

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, Allyson Foss Wing; Amanda Herstine; April L. Lively; Bryce R. Guignard; Carson M. Costello; Christine Morton; David Cain; David R. Turcios; Jennifer L. Hindley; Kelly Phelan; M. G. Francis; Margie L. Morris; Matt Adcock

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 14th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 14th day of March, 2025 before me personally appeared Nathan J. Zangerle, 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, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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 Nathan J. Zangerle, 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 4th day of November, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873-LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LINARES, MARISELA

MALI CONTRACTING CORP
4501 N SAINT VINCENT ST
TAMPA FL 33614

LICENSE NUMBER: CGC1534877

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/13/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LINARES, MARISELA

MALI PLUMBING AND MECHANICAL, LLC
4501 N SAINT VINCENT ST
TAMPA FL 33614

LICENSE NUMBER: CMC1251491

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/07/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Board of County Commissioners
Economic Development Department
Minority & Small Business Enterprises Division

Minority/Woman-Owned Business Certification

Mali Contracting Corp

HC-3315/24

Valid from October 1, 2024 - December 13, 2027

Approved Lines of Business:

Owner's Contract Representation, Construction Management

Theresa Kempa, Manager, MCA
Minority & Small Business Enterprises Division

Board of County Commissioners
Economic Development Department
Minority & Small Business Enterprises Division

Small Business Enterprises Registration

Mali Contracting Corp

HC-2125/2024

Valid from October 1, 2024 - December 12, 2027

Approved Lines of Business:

Owner's Contract Representation, Construction Management

Theresa Kempa, Manager, MCA
Minority & Small Business Enterprises Division

Board of County Commissioners
Economic Development Department
Minority & Small Business Enterprises Division

Minority/Woman-Owned Business Certification

Mali Plumbing and Mechanical, LLC

HC-3665/24

Valid from November 5, 2024 - November 5, 2027

Approved Lines of Business:

Plumbing Services

Theresa Kempa, Manager, MCA
Minority & Small Business Enterprises Division

CONTRACT

This **CONTRACT** made and entered into this ____ day of_____, 20___ by and between the
City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and _____ , of the City of _____ , County of _____ , and State of Florida, hereinafter designated as the Contractor".

WITNESSETH:

That the parties to this Contract each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and its successors, assigns, executors, or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools, and equipment for the following:

PROJECT NAME: ARCHIBALD PARK SNACK SHACK IMPROVEMENTS

PROJECT # ITB No. 25-13

in the amount of $ _____

In accordance with the BID PROPOSAL submitted by the CONTRACTOR and technical supplemental specifications and such other special provisions and drawings, if any, as submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and performance & payment bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, **including Exhibit A – CONTRACTOR BID RESPONSE and Exhibit B – CITY INVITATION TO BID,** and all of said work to be performed and completed by the Contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions, or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

THE CONTRACTOR AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS,
STIPULATIONS, AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES,

COSTS OF SUITS, JUDGMENTS, OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY, OR THE CONTRACTOR, OR THE CONTRACTOR'S SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non- discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at Contractors own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statues (2019), specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Madeira Beach in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City of Madeira Beach would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Madeira Beach all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Madeira Beach.

In witness whereof, the parties hereto have executed this agreement as of the effective date.

Exhibit A – CONTRACTOR BID RESPONSE

Exhibit B – CITY INVITATION TO BID

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

CITY OF MADEIRA BEACH

By: _____

Name: __Anne-Marie Brooks_____

Title: ___Mayor_____

Date: _____

Attest: _____
City Clerk, Clara Vanblargan

Approved as to form: _____
City Attorney, Thomas J. Trask

CONTRACTOR

Legal Name of Contractor: _____

Business Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

By: _____

Name: _____

Title: _____

Date: _____

FLORIDA REGISTRATION / LICENSE NO.: _____

FEDERAL TAX ID NO.: _____

NOTARY ACKNOWLEDGEMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20, by _____, as _____ of _____, who is personally known to me ☐ or has produced _____ as identification.

Notary Public Signature: _____

Notary Name (Printed): _____

My Commission Expires: _____

Commission No.: _____

Memorandum
Meeting Details: Board of Commissioners Regular Meeting November 12, 2025
Prepared For: Honorable Mayor Brooks and Board of Commissioners
From: Community Development Department
Subject: Resolution 2025-09 Adopting an Updated Madeira Beach Master Plan Public Hearing

Discussion:

The Board of Commissioners are holding a public hearing for the adoption of Resolution 2025-09 Adopting an Updated Madeira Beach Master Plan. Staff from Kimley-Horn will be giving a short presentation about the Madeira Beach Master Plan. If Resolution 2025-09 is approved, the Madeira Beach Master Plan would be adopted. The recommendations suggested in the Madeira Beach Master Plan would still need to be adopted into the Land Development Regulations and Comprehensive Plan via ordinances.

Recommendation(s):

City Staff recommends the Board of Commissioners to adopt Resolution 2025-09 Adopting an Updated Madeira Beach Master Plan.

Fiscal Impact or Other:

N/A

Attachments:

Resolution 2025-09 Adopting an Updated Madeira Beach Master Plan

Exhibit "A" Madeira Beach Master Plan

Madeira Beach Master Plan Presentation

Links:

Madeira Beach Master Plan Website

https://madeirabeachfl.gov/master-plan/

Resolution 2025-09

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA ADOPTING AN UPDATED MADEIRA BEACH MASTER PLAN; REPEALING RESOLUTION 02.21 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current Madeira Beach Master Plan was adopted by Resolution 02.21 on August 27, 2002; and

WHEREAS, the City of Madeira Beach Board of Commissioners wishes to adopt an updated Madeira Beach Master Plan to help guide the City of Madeira Beach through the city's development and redevelopment over the next 20 years; and

WHEREAS, the City of Madeira Beach Board of Commissioners initiated the process to create and adopt an updated Madeira Beach Master Plan; and

WHEREAS, the Board of Commissioners retained a consultant to prepare an updated Madeira Beach Master Plan; and

WHEREAS, on August 19, 2025, the consultant team delivered to the City a draft of the updated Madeira Beach Master Plan; and

WHEREAS, the draft of the Madeira Beach Master Plan was presented to the Board of Commissioners and the public at the October 22, 2025, Board of Commissioners Workshop meeting; and

WHEREAS, Board of Commissioners, City Staff, and the public provided comments about the focus areas, goals, and objectives from the draft of the Madeira Beach Master Plan during the Board of Commissioners Workshop; and

WHEREAS, the consultant team has considered the comments received and the direction given by the Board of Commissioners and drafted a final version of the Madeira Beach Master Plan to present to the Board of Commissioners; and

WHEREAS, the purpose of this Resolution is to adopt the updated Madeira Beach Master Plan.

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

Section 1. That the Board of Commissioners of the City of Madeira Beach hereby adopts the Madeira Beach Master Plan attached hereto as Exhibit “A”

Section 2. That the adopted Madeira Beach Master Plan shall be the concept plan upon which Land Development Regulation amendments, Comprehensive Plan amendments, and Capital Improvement Program (CIP) amendments will be influenced by.

Section 3. That Resolution 02.21 is hereby repealed.

Section 4. That this Resolution shall become effective immediately upon its passage and adoption.

INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS ___ DAY OF_____, 2025.

_____

Anne-Marie Brooks, Mayor

ATTEST:

_____

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____

Thomas J. Trask, City Attorney

Exhibit “A”

City Of Madeira Beach FLORIDA

MADEIRA BEACH MASTER PLAN

Guiding the City Towards a Resilient Future

DRAFT - OCTOBER 2025

Kimley»Horn
Expect More. Experien

"To love one's city, and to have a part in its advancement and improvement, is the highest privilege and duty of a citizen."
– DANIEL BURNHAM

BOARD OF COMMISSIONERS ACKNOWLEDGMENT LETTER

TO BE INCLUDED UPON APPROVAL

*The City of Madeira Beach Board of Commissioners proudly endorses the **City of Madeira Beach Master Plan**. This plan embodies our community's shared vision and commitment to a resilient, vibrant, and sustainable future.*

Built on the collective voice of residents, business owners, and community partners, the Master Plan charts a thoughtful path forward—honoring our past while embracing opportunity and innovation. It reflects our dedication to preserving Madeira Beach's coastal character, strengthening flood resilience, and fostering a welcoming, walkable, and economically diverse community.

The Board extends its gratitude to all who contributed to this effort. As we move ahead, this Master Plan will guide the city in continuing to strengthen and celebrate the community we are proud to call home.

- Madeira Beach Board of Commissioners

Commissioner
David Tagliarini

Vice-Mayor
Ray Kerr

Mayor
Anne-Marie Brooks

Commissioner
Eddie McGeehen

Commissioner
Housh Ghovaee

ACKNOWLEDGMENTS

City of Madeira Beach Staff

Community Development Department

Madeira Beach Municipal Marina Staff

Public Works Department

Parks and Recreation Department

State and Local Agencies

Florida Department of Transportation (FDOT)

Forward Pinellas

Pinellas Suncoast Transit Authority (PSTA)

Project Consultant

Kimley-Horn and Associates, Inc.

Madeira Beach Board of Commissioners

Anne-Marie Brooks, Mayor

Ray Kerr, Vice-Mayor, District 2 Commissioner

David Tagliarini, District 1 Commissioner

Eddie McGeehen, District 3 Commissioner

Housh Ghovaee, District 4 Commissioner

Planning Commission Members

Michael Wyckoff, Chairman

John Connolly, Commissioner

Mark Cloud, Commissioner

Chuck Dillon, Commissioner

Matthew LaRue, Commissioner

John Meagher, Commissioner

Mike Noble, Commissioner

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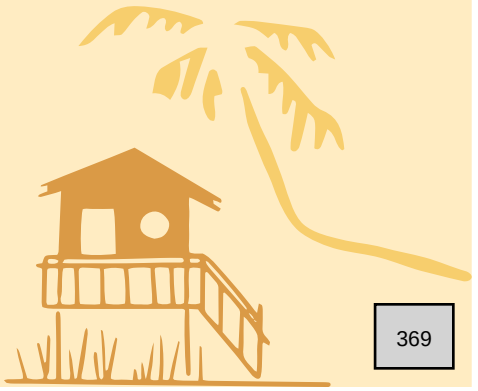
Chapter 1

INTRODUCTION



INTRODUCTION

Madeira Beach is proud to present its new Master Plan as a forward-thinking blueprint designed to shape the future of this vibrant coastal community. This comprehensive plan reflects months of collaboration, public input, and analysis, all aimed at enhancing the quality of life for residents, supporting local businesses, and preserving the natural beauty that defines Madeira Beach.

At its core, the Master Plan is about balance: fostering thoughtful growth while protecting the character and charm that make our city unique. It outlines strategic priorities across key areas such as transportation and mobility, sustainability and resiliency, economic development, beautification, and public spaces. Each initiative is crafted to meet the evolving needs of the community, from revitalizing commercial corridors to improving pedestrian access and strengthening coastal resilience.

The Master Plan is not just a roadmap, but a shared vision that represents the collective commitment to ensuring Madeira Beach remains a welcoming, livable, and thriving city for generations to come. With clear goals and actionable strategies, the Master Plan sets the stage for a future that honors the past while embracing innovation and opportunity.

The City of Madeira Beach welcomes all residents, stakeholders, and visitors to explore the Master Plan and join in building a brighter future for Madeira Beach.

CITY OF MADEIRA BEACH

Master Plan Process

The Master Plan was developed over the course of 16 months, beginning in April 2024 and concluding in August 2025. Throughout each phase of the planning process, community and stakeholder engagement was at the forefront, ensuring continuous and frequent communication with community members at every stage.

PHASE 1: ANALYSIS

SPRING 2024 - FALL 2024

Existing conditions analysis and data gathering. The project team, consisting of City staff and KH, conducted. a site visit to understand existing conditions, challenges, and opportunities within the City.

Engagement:

Workshop #1

Pop-Up Events at Village Friday and Trash Pirates

Online Survey #1

Online Interactive Comment Map

PHASE 2: VISIONING

FALL 2024 - WINTER 2025

Utilizing feedback and information gathered from the first community workshop and survey #1, six goals were developed to capture the future vision of Madeira Beach.

Engagement:

Workshop #2

Pop-Up Events at the Merry Market

Online Interactive Comment Map

PHASE 3: DRAFT PLAN

WINTER 2025 - SUMMER 2025

Upon agreement of the draft goals, objectives and strategies were developed using feedback from the community, and input from City departments and stakeholders.

Engagement:

Workshop #3

Pop-Up Events at the John's Pass Seafood Festival

Online Survey #2

Online Interactive Comment Map

Structure of the Master Plan

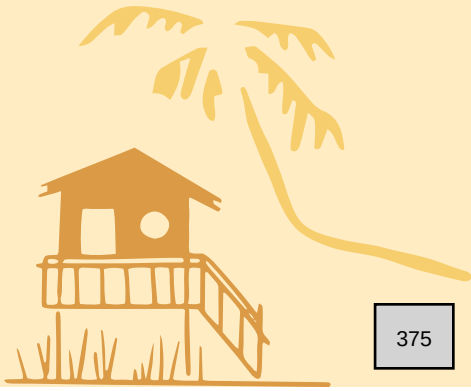
In addition to ideas and vision gathered from Madeira Beach community members, the Master Plan is built upon a foundation of data and analysis. The project team paired the community's vision with analysis of existing conditions, trends, and demographics. Together, the analysis and aspirations from the community create a shared vision for the future of the City. The Master Plan includes four main chapters which outline the vision for Madeira Beach:

- **Madeira Beach Today:** Provides an overview of the City's history and present conditions, challenges, and opportunities within the City.
- **A Community-Driven Vision:** Details the community's shared vision for the future and gives a voice to those who live, work, and play in Madeira Beach through a series of community engagement events.
- **Vision and Goals :** Documents the Master Plan's action-oriented recommendations, addressing the six focus areas of: transportation, sustainability and resiliency, new development and redevelopment, economic and business development, parks, recreation, and public spaces, and beautification and placemaking. Each focus area includes a goal, objectives, and strategies to achieve the vision for the future of Madeira Beach.
- **Implementation:** Outlines timing, partnerships, and responsibilities to bring the objectives and strategies to life.

PED
PED

Chapter 2

MADEIRA BEACH TODAY



MADEIRA BEACH TODAY

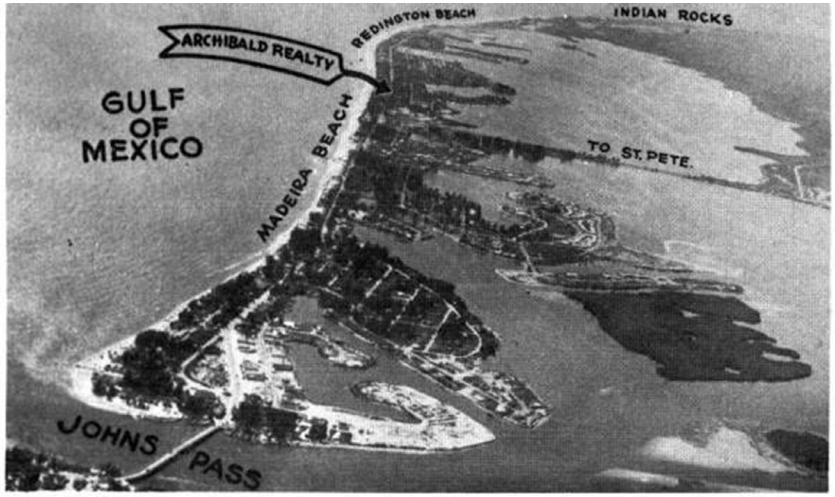
A (Very) Brief History of Madeira Beach

The history of Madeira Beach begins prior to European settlement attempts in the early 16th century. Much like the rest of North America prior to settlement, Native American tribes were prevalent throughout the state of Florida. The Tocobaga Indians inhabited the Tampa Bay region, with traces of their origins dating back to 900 AD up until roughly 1500 AD. They relied heavily on the area's natural resources, including the abundant fish and shellfish from the Gulf of Mexico and found shelter among the inlets and bays that dotted the gulf coastline. As Spanish explorers sought land acquisition in the new world, notable figures including Panfilo de Narvaez and Hernando de Soto likely passed through the area in the 16th century during their expeditions.

It was in 1848, when a significant hurricane carved out a large pass near Madeira Beach, the famed Tampa Bay pirate John Levique made the discovery and subsequently named it John's Pass. This pass became an important navigational route for fishermen, allowing greater access to Boca Ciega Bay and its calmer waters. The area was largely undeveloped and only sporadically settled until the late 19th and early 20th centuries, due mainly to the lack of land bridges that effectively cut off Madeira Beach from the mainland.

As early settlers began to arrive and settle other parts of Pinellas County, it was mainly fishermen and their families that marked the beginning of more permanent settlements in the Madeira Beach area. The construction of homes and small businesses began to shape the burgeoning community and also its identity. The fishing industry grew, and Madeira Beach became known for its abundance of seafood and maritime endeavors.

Shortly after the word of Madeira Beach's success in its burgeoning seafood industry had spread, the first landowners and developers started to move into the area. It was in 1908 that the first known landowner, Thomas F. Pierce, established a property in what is now modern-day Madeira Beach. Soon after, in 1912, George Roberts sought to establish a more ambitious vision for Madeira Beach and undertook the construction of a hotel known for its seafood and rum exploits. However, this endeavor fell into bankruptcy. The idea, however, was taken up again by a new developer named Noel A. Mitchell, who pursued the construction of a two-story hotel near George Robert's hotel property and renamed this area of development Mitchell's Beach. This vision was also short-lived due to the arrival of World War I and the eventual decline of tourists to the area. Mitchell then sold his stake in the hotel to Albert B. Archibald, and the hotel stood until the 1920s when it was destroyed by a tropical storm.



Aerial of Madeira Beach circa 1940.
Source: http://www.floridamemory.com/items/show/148265

Archibald saw great success in his land acquisitions and amassed nearly all of the available property located in Madeira Beach. In keeping with the tradition of the previous landowners, he affixed his own name to the area. Legend has it, that in honoring the name of his brother "Ira," Archibald named the area after the Madeira Islands of Portugal, seeing how it incorporated his brother's name in its spelling.

The growing influx of visitors and more permanent residents to the area helped put the budding beach community into the spotlight. Madeira Beach was officially incorporated on March 23, 1947, helping to organize and formalize the community for further development and governance. After World War II, there was significant growth and development throughout Florida, including Madeira Beach. The construction of housing developments, hotels, and commercial areas increased, catering both to locals and to the growing number of seasonal tourists that flocked to the area.

As time progressed, so did the need for more infrastructure and better access to Madeira Beach. When a new twinspan bridge was built in 1971 to replace the original span from Treasure Island to Madeira Beach, the business owners who had opened shops adjacent to the former bridge realized they were losing precious economic traffic. Working together with a local architect, the business owners banded together to create a new type of shopping destination that embraced the location of the new bridge. Starting with only a few stores, the newly named "village" soon grew to encompass a boardwalk that further connected visitors and locals alike with views of John's Pass. John's Pass Village and Boardwalk have since developed into a major tourist attraction featuring shops, restaurants, and entertainment options. The area retains a quaint, "old Florida" charm and is designed to look like a historic fishing village, while the boardwalk provides scenic views of the water that is shared by both locals and visitors.

John's Pass in 1961.
Source: https://www.floridamemory.com/items/show/296324

In the Fall of 2024, during the development of the new Master Plan, Madeira Beach was hit by Hurricanes Helene and Milton, causing significant damage and disruption to the City. Hurricane Helene made landfall on September 26th with a nearly seven-foot storm surge, leading to widespread flooding across the majority of Madeira Beach. Over 1,400 buildings were affected, with many requiring extensive repairs or even demolition. Hurricane Milton made landfall shortly after on October 9th, once again bringing severe weather to the area, coupled with coastal erosion and additional infrastructure damage. Despite the devastation, Madeira Beach has been actively rebuilding, with ongoing efforts to restore homes, businesses, and public spaces. The City is actively issuing building permits to residents, property owners, and business owners to aid in reconstruction and recovery efforts from both storms.

Today, Madeira Beach remains a popular tourist destination with an economy largely driven by tourism and fishing. The City's annual events such as the Seafood Festival and notable fishing tournaments like King of the Beach and the All American Grunt Hunt attract visitors from all around the gulf region and highlight the area's rich maritime history. Preservation of the scenic beaches and marine resources continues to be a priority, ensuring that Madeira Beach remains a desirable destination for subsequent generations. Madeira Beach's evolution from a significant native habitat and sparsely populated settlement to a bustling modern tourist destination encapsulates both a rich natural and cultural history, offering a unique window into Florida's coastal heritage.

Mad Beach Strong flag at City Hall - 2024.

Madeira Beach Seafood Festival - 2025.

Community Assets

The City of Madeira Beach has ample community assets and amenities which attract residents and visitors from across the region and country. These include its award-winning beaches, well-maintained parks, and vibrant activity centers.

Madeira Beach is home to some of the highest-rated beaches in the nation, making it a major destination for visitors who return year after year. The City features two primary activity centers: John's Pass Village and the Town Center.

Located at the southern end of the City, John's Pass Village and Boardwalk is one of the top destinations in Pinellas County. With over 100 shops, restaurants, and water-related businesses, it remains a year-round attraction for both residents and visitors. The area also hosts popular events, including the City's monthly Village Friday celebration and the annual Seafood Festival.

The Town Center, generally bounded by Gulf Boulevard, 150th Avenue, the Gulf of Mexico, and Boca Ciega Bay, is a hub of civic and commercial activity. This area includes local restaurants, businesses, parks, and a marina, and it serves as the site for the weekly Wednesday Market on Madeira Way. The Town Center also houses key civic facilities such as City Hall, the Fire Station, the Gulf Beaches Public Library, and R.O.C. Park.

R.O.C. Park offers a wide range of recreational amenities including a recreation center, tennis and basketball courts, baseball/softball fields, a splash pad, dog park, fishing pier, and walking paths. In addition to serving local residents, the park attracts regional and national visitors through sports tournaments, festivals, and fishing events.

A key goal of the Master Plan is to enhance and build upon these existing assets by improving connectivity, accessibility, and the overall experience for all who live in or visit Madeira Beach.

MADEIRA BEACH COMMUNITY ASSETS

The boardwalk at John's Pass gives visitors water front views while shopping, dining, and accessing recreational opportunities in this vibrant activity center.

Directional signage located outside of the city hall complex helps visitors to navigate city amenities with ease.

Palm trees and native dune vegetation along the beach offer a naturalistic feel for beach goers.

Remember our Children Park is home to softball fields, a splash pad, walking path, boat docks and the recreation center.

The Madeira Beach Town Center contains retail, restaurants, live music, and the Post Office.

Fisherman's Alley in John's Pass Village remains home to commercial fisherman and their products, as well a thriving fishing charter business.

TIMELINE

1848

John's Pass was formed due to a massive hurricane that created a navigable pass into Boca Ciega Bay from the Gulf of Mexico.

1865

The first settlement is established in Indian Rocks Beach by William J. Turner. The only other settlers in the area are the occasional fisherman living on a houseboat or in makeshift shelters.

1908

The first property purchased in what is now Madeira Beach, made by Thomas F. Pierce, who purchased Sand Key and Treasure Island from the State of Florida for $1.24 an acre.

1923

An initial connection to the mainland was created with the construction of the Corey Causeway, linking Madeira Beach to what is now St. Pete Beach.

1928

A bridge is built over John's Pass, connecting Madeira Beach to Treasure Island.

1937

The Bay Palms Trailer Park becomes the first community of permanent residences.

1947

Madeira Beach is incorporated as a town in May 1947.

1950s

Rapid expansion takes place due to aggressive infilling of Boca Ciega Bay, creating land bridges to small shoals and islands located within the bay.

1951

The Town of Madeira Beach and the Town of South Madeira Beach were consolidated, forming the City of Madeira Beach.

1962

The original Welch Causeway is replaced and later renamed the Tom Stuart Causeway Bridge in 1973.

1971

The relocation of the original bridge spanning John's Pass spurs on the development of John's Pass Village and the subsequent opening of the waterfront boardwalk.

2024

Madeira Beach suffered serious damage from Hurricanes Helene and Milton. Record storm surge caused flooding to most of the City which caused major damage to structures and left significant debris and sand in the aftermath.

2022

Madeira Beach celebrates its 75th Anniversary.

2002

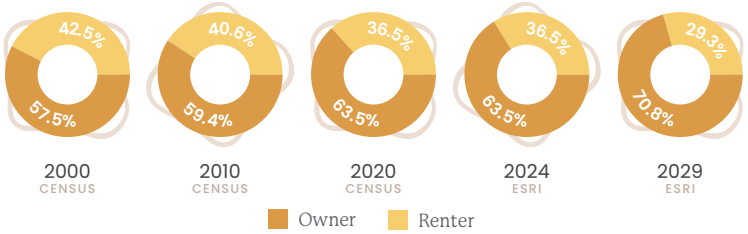
The former Madeira Beach Master Plan is created.

Current Demographics

While Madeira Beach has enjoyed occupation by fishermen and early coastal settlers since the late 1800s, it has seen many demographic changes in the last few decades. According to US Census data dating back to 2000, there has been a slight shift in the overall population, dropping from 4,511 residents to 3,756 in 2024, with a projected population decrease in 2029 to 3,615 residents according to ESRI Business Analyst. Along with the decrease in population, there has been a rise in the median age of residents, with an uptick from 52.9 to 58.4 in 2024, with another rise to 59.3 projected in 2029. The average household size has remained relatively the same from 1.85 in 2010 to 1.82 in 2024. This data indicates that Madeira Beach is home to primarily retirees and older adults.

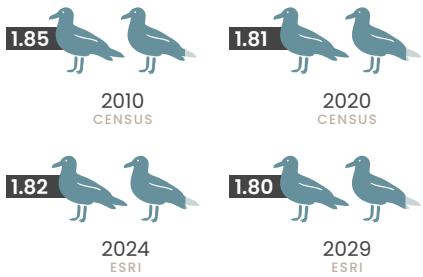
Real estate and overall housing growth have also seen fluctuations in the last several decades. With more residents choosing to own their home instead of renting, the average rate of owner occupancy in 2000 was just 57.5%, but rose steadily in 2024 to 66.2%, with a projected rate of 70.8% home ownership in 2029. Median home values have also risen, which is similar to the rest of Pinellas County. Rising owner occupancy rates alongside steadily climbing median home values demonstrates the community's investment in Madeira Beach for the long term.

OWNER VS RENTER OCCUPIED UNITS

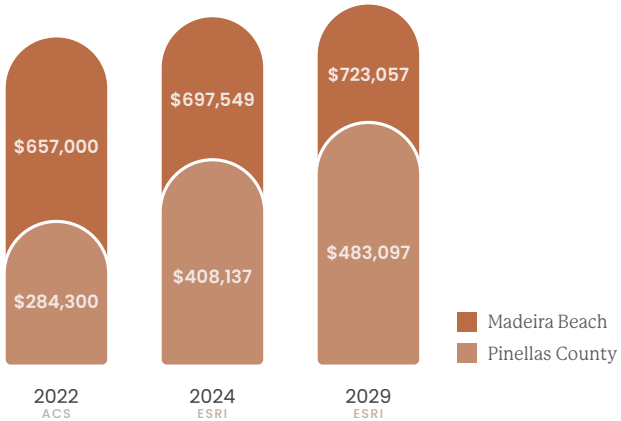


MEDIAN AGE

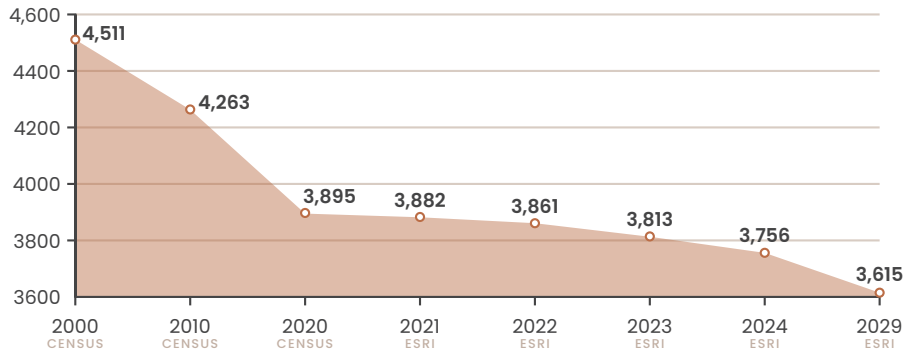
AVERAGE HOUSEHOLD SIZE



MEDIAN HOME VALUE



TOTAL POPULATION



Planning Context

In developing the new Master Plan for Madeira Beach, community input was considered alongside various studies and plans. These documents offer valuable information to guide the creation of the new Master Plan. With many of these plans offering insight into shaping the future of Madeira Beach with design standards, activity centers, and upcoming capital improvement projects, these existing plans highlight the foundational progress that Madeira Beach has been striving for. The full summary of the relevant plan review can be found in **Appendix B**. These existing plans highlight the foundational progress for which Madeira Beach has been striving:

- Madeira Beach Master Plan (2002)
- Tentative Work Program District 7, FDOT (FY 2026-2030)
- City of Madeira Beach Annual Operating and Capital Budget (FY 2024)
- John's Pass Village Activity Center Plan, City of Madeira Beach (March 2024)
- Watershed Evaluation for the City of Madeira Beach Watershed Management Plan (WMP), prepared by Advanced Engineering and Design (April 2023)
- City of Madeira Beach Community Resilience Planning, University of Florida (April 2021)
- Advantage Pinellas 2050 Long Range Transportation Plan (LRTP), Forward Pinellas (November 2024)
- Madeira Beach Town Center Special Area Plan, City of Madeira Beach (May 2016)

The 2002 Master Plan

The previous Madeira Beach Master Plan was completed in 2002. The Master Plan outlined a grand vision for the future of the City and included major themes such as:

- Designing pedestrian-oriented activity centers within the City
- Redesigning of Gulf Boulevard as a "place" instead of a highway
- Creating a true civic center around Madeira Way
- Enhancing the Tom Stuart Causeway/150th Avenue entrance to the island
- Clarifying the zoning and development codes to promote rather than stifle the vision
- Working within the accepted paradigms of real estate practice to leverage public sector assets against private sector investments in the City
- Establishing a workable program for implementing the vision

While the 2002 Master Plan was never adopted, some of the elements proposed in the plan remain a focus and priority today. The new Master Plan provides an opportunity to achieve these goals set out many years ago and build upon them to meet the current needs and vision for the City.

SWOT Analysis

The following analysis was developed utilizing existing conditions analysis, site visits, and conversations with City staff and community members.

STRENGTHS

- Waterfront: Madeira Beach Municipal Marina, John's Pass Boardwalk, R.O.C. Park, Patriot Park
- Tourism: Gulf Coast beaches, John's Pass Village, fishing tournaments, baseball/softball tournaments, festivals
- Outdoor activities and recreation: walking, biking, parks, beaches, fishing, boat charters and rentals, R.O.C. Park recreation facilities and sports fields/courts
- High quality events and programming within the City and by City Departments
- Florida Gulf Coast beaches that attract visitors from across the nation
- Fishing village feeling - scale, history, charm, architecture, local shops and restaurants
- Sense of community – family-friendly events, high frequency and range of events, engaged volunteers, partnerships, advocacy groups like Trash Pirates of Madeira Beach and Trash Turtles
- High quality of City services – dedicated Fire Department, Municipal Marina, Parks and Recreation Department events, Communications Department, and partnership with Pinellas County

WEAKNESSES

- Safety concerns and challenges on major roadways due to vehicular speeding, limited crossings, and limited dedicated bicycle facilities
- High number of traffic crashes on major roads in the City such as Gulf Boulevard and Tom Stuart Causeway/150th Avenue
- Uncomfortable walking conditions during warmer months due to lack of shade trees and landscaping
- Incomplete network for pedestrians and bicyclists
- Limited public transportation options and options to travel without a personal vehicle
- Access to the City – limited access points in and out of the City, two of which include draw bridges which potentially impact emergency response and evacuation
- Entire city within the Special Flood Hazard Area and susceptible to flooding
- Flood vulnerability of ground floor uses
- Aging infrastructure and structures
- Limited accessible park spaces
- Gaps in connectivity between parks and public spaces
- Limited public parking and structured parking within the City and at major destinations like John's Pass Village, Town Center, and the beaches
- Limited supply of market-rate, workforce, and affordable housing
- Population primarily consists of retired-aged individuals with fewer families

OPPORTUNITIES

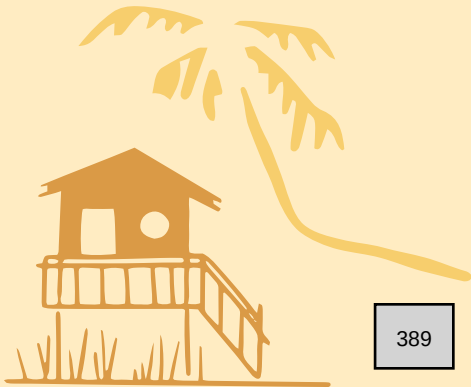
- Updates to land development regulations that:
  - Encourage active ground floor uses and mixed-use developments
  - Encourage design standards for new development that meet the character of the City
  - Require parking garages to be camouflaged or wrapped with active uses
  - Provide flexible off-street parking standards
- Enhance synergy and connectivity between the Marina, Town Center, and John's Pass Village
- Increase non-vehicular travel options within the City and to adjacent communities
- Job growth in marine-related industries and increased coastal education and awareness
- Elevate public structures from the threat of flooding/storm surge
- More programming for existing parks and open spaces
- Improve and/or expand existing dog park at R.O.C. Park
- Install wayfinding signage to direct visitors to destinations, shopping, parks, and transportation

THREATS

- Climate change and sea level rise
- Developing in a Coastal High Hazard Area
- High cost of infrastructure maintenance such as drainage, seawalls, water, sewer, roadways, public structures
- New development that doesn't meet the character and culture of the City

Chapter 3

A COMMUNITY-DRIVEN VISION



A COMMUNITY-DRIVEN VISION

Through the duration of the Master Plan process, the project team conducted community engagement to better understand the community's vision for Madeira Beach. The engagement for the new Master Plan included an interactive comment map, online surveys, community workshops, stakeholder meetings, and pop-up events. The City used a project webpage, social media, City Commissioners, and emails to promote the online surveys, comment maps, and workshops. Through this robust engagement effort, the project team was able to understand community members current challenges and their vision for the future of the City. A full summary of the community engagement efforts can be found in **Appendix C**.

Trash Pirates Pop-Up Event on August 3, 2024.

POP-UP EVENTS

Village Friday | July 26,2024

Trash Pirates | August 3, 2024

Merry Market | December 14, 2024

John's Pass Seafood Festival | March 28, 2025

COMMUNITY WORKSHOPS

Workshop #1 | June 27, 2024

Workshop #2 | January 28, 2025

Workshop #3 | July 22, 2025

STAKEHOLDER MEETINGS

Madeira Beach Planning Commission | April 7, 2025

Florida Department of Transportation (FDOT) | May 28, 2025

Forward Pinellas | July 3, 2025

Pinellas Suncoast Transit Authority | July 8, 2025

ONLINE ENGAGEMENT

Survey #1 | July 2024 - October 2024

Survey #2 | March 2025 - May 2025

Interactive Comment Map | June 2024 - June 2025

Project Webpage | May 2024 - July 2025

A Vision for Madeira Beach

Throughout the engagement process, the project team asked community members: "What is your vision for Madeira Beach?". The following quotes are taken directly from written responses gathered through workshop comment cards, pop-up engagement events, and online survey and interactive map responses.

"PLACES FOR NEW GENERATIONS"

"A great little beach town geared towards permanent residents while welcoming visitors."

"A SAFER GULF BOULEVARD"

"EXCELLENCE IN ARCHITECTURE"

"Better planning for infrastructure and protection against sea level rise."

"Classic, small town feel, but updated. A place where you don't have to be rich to reside, vacation, and enjoy."

What is your vision for Madeira Beach?

"LOTS OF GREEN SPACES AND LOCALLY OWNED BUSINESSES"

"MODERN LOOK WITH A FISHING VILLAGE FEEL"

"MORE COHESION"

"Promote logical, planned growth. This growth must protect businesses while acknowledging the needs of residents, as well as taking into account environmental factors and societal needs."

"Equal opportunities for all who live, rent, or visit our town."

"FAMILY FRIENDLY"

"HASN'T BEEN OVERDEVELOPED"

"ENVIRONMENTALLY CONSCIOUS"

"GREEN SPACE"

Overall Engagement Summary: Major Themes within the Master Plan Focus Areas

Key themes from the community engagement process were sorted into six focus areas. These six focus areas were later used as a framework to formulate the vision for Madeira Beach.

TRANSPORTATION AND MOBILITY

- Create a safer Gulf Boulevard that is more comfortable for pedestrians
- Add more sidewalks (and wider sidewalks) and crosswalks
- Implementation of protected bike lanes or a separated multi-use path on Gulf Boulevard
- Install covered bike parking at the beach
- Slow down traffic at Tom Stuart Causeway/150th Avenue and Gulf Boulevard – needs to be safer for pedestrians
- Promote use of the Suncoast Beach Trolley and post signs with its schedule (as some people don't bring their phones to the beach)
- Consider other forms of microtransit, such as the Freebee service, golf carts, and low speed vehicles

SUSTAINABILITY AND RESILIENCY

- Better public outreach regarding hazard mitigation measures, such as how to address flooding and property protection
- Address the silting of Boca Ciega Bay
- Continued push to get undergrounding of utilities from Duke Energy
- Flood mitigation measures such as improved drainage, bioswales, seawalls, and raised streets
  - Significant flooding issues noted from 140th Avenue to 142nd Avenue between Bayshore Boulevard and Gulf Boulevard
- Consider alternatives to single use plastics and styrofoam
- Install electric vehicle charging stations powered by solar
- Improve capacity of sanitary sewer infrastructure

DEVELOPMENT AND REDEVELOPMENT

- Desire to limit density/intensity and building height; concerns with becoming "over-developed" and the strains larger, more intense developments could put on infrastructure
- Controlled and consistent growth is preferred, along with transparency from the City regarding new projects
- When new development does occur, mixed-use developments are preferable, with retail space below and residential in the above stories
- Additional design standards/guidelines to create a more cohesive look along Gulf Boulevard
  - Consider creating an architectural review board /look-book to create a more cohesive look in major activity centers as new development plans are proposed
- Limit impervious surface and encourage new development/redevelopment to provide green public spaces

ECONOMIC AND BUSINESS DEVELOPMENT

- Improve strategies for managing enforcement and permitting of limited short term rentals
- Restore working waterfronts and dock access to businesses along the intracoastal waterway in Boca Ciega Bay
- Become an attractive area for thriving small businesses that support year-round local area residents
  - More small businesses such as specialty shops, clinics, daycares, and restaurants with outdoor dining
  - Opportunities for roadside vending and micro-retail, such as produce stands and food trucks
- More concerts and events that take place throughout the year
- Leverage Activity Centers as entertainment hubs for both visitors and residents alike
- Build relationships with small businesses and encourage their involvement in citywide events (e.g., Village Friday, beach clean ups, markets, etc.)

PARKS, RECREATION, AND PUBLIC SPACES

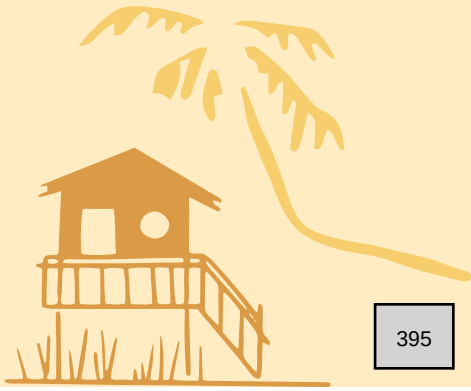
- Improvements to the dog park, such as increased shade structures, water features and wash stations, as well as a more durable turf solution
- Additional recreational facilities, such as:
  - Tennis and pickleball courts
  - Public swimming pool
  - Playground and/or splash pad on the beach
- Expand fitness center hours for residents and bring more programming to R.O.C. Park and the rec center
- More accessibility measures throughout the City's public spaces (such as beach access mats)
- A community garden or eco-learning center to provide opportunities for cross-generational interactions and education
- Develop educational materials and install signage (with an emphasis on graphics as opposed to text) to inform beach-goers about sea turtle nesting and good stewardship of coastal resources

BEAUTIFICATION AND PLACEMAKING

- Improve the entrances to the City with gateway signage, landscaping, and/or public art
- Install gateway signage at neighborhood entrances
- Install salt-tolerant, low-maintenance landscaping along major roadways – consider having a dedicated Public Works staff member to keep up with maintenance
- Plant shade trees along roadways and in R.O.C. Park
- Repaint existing public structures, such as the bridges and bridge towers
- Employ local artists to paint murals around the City, such as under the bridge at John's Pass

Chapter 4

VISION AND GOALS



VISION AND GOALS

At the core of the new Madeira Beach Master Plan are six focus areas which together contain the overall vision for the City. Each focus area contains a goal statement, objectives, and strategies to achieve the goals and community vision. These elements provide a framework around which the entire plan is built. While specific needs may change over time, the vision is more enduring and represents the ideal vision for the future of the City. The six goals statements outline how the City and community will work to achieve the vision.

Transportation and Mobility

Create a safe and convenient transportation network that prioritizes all users, including pedestrians, cyclists, motorists, and public transit riders.

Sustainability and Resiliency

Promote stewardship of coastal resources and invest in adaptive infrastructure to mitigate flood risk and support long-term community resilience.

Development and Redevelopment

Support sustainable growth that balances community identity with economic vitality by directing growth towards the City's activity centers while maintaining neighborhood character.

Economic and Business Development

Foster a thriving local economy that supports small business development and encourages a diversity of entrepreneurial activities that meet the daily needs of year-round residents while also providing memorable experiences for visitors.

Parks, Recreation, and Public Spaces

Optimize the use and accessibility of existing public spaces and recreational amenities to better serve the needs of current and future residents and visitors.

Beautification and Placemaking

Encourage creative planning, design and programming of public and private spaces to increase cultural and social vibrancy and reinforce Madeira Beach's identity as a small fishing village that has evolved into a must-visit coastal destination.

MASTER PLAN ORGANIZATION

The following pages contain the objectives and strategies to achieve the goals of the six focus areas. The recommendations within the focus areas may include supplemental guidance in order to achieve the Master Plan goals and objectives as well. The purpose of this framework is to help guide the reader through the recommendations, starting with the goal of each focus area.

Goal:

Each Focus Area has a goal, advanced through a series of recommendations.

Objective:

1 OBJECTIVES ACCOMPANY EACH GOAL STATEMENT, SERVING AS GUIDELINES TO REALIZE EACH GOAL IN FULL.

Strategies:

1.1 Strategies to achieve the objectives outlined are listed in no particular order or ranking.

1.2 Some strategies are continuations of actions already occurring, while others are recommendations and give future guidance.

Transportation and Mobility

Goal **Create a safe and convenient transportation network that prioritizes all users, including pedestrians, cyclists, motorists, and public transit riders.**

1 PRIORITIZE SAFER ROADWAYS IN MADEIRA BEACH

- **1.1** Conduct a Safety and Multimodal Study for Gulf Boulevard and Tom Stuart Causeway including speed limit reduction
- **1.2** Improve pedestrian-scale lighting along Gulf Boulevard, Tom Stuart Causeway, and Duhme Road
- **1.3** Develop a neighborhood traffic calming plan
- **1.4** Conduct awareness campaigns to educate residents and visitors for proper use of Rectangular Rapid Flashing Beacons (RRFBs)
- **1.5** Redesign the intersection of Tom Stuart Causeway and Duhme Road to increase pedestrian/bicycle safety and add gateway signage to announce entry into Madeira Beach City limits
- **1.6** Restripe faded crosswalks and pavement markings
- **1.7** Construct more accessible and connected shared-use paths, trails, and protected/separated bike lanes
- **1.8** Coordinate with FDOT on traffic light and crosswalk relocation on Tom Stuart Causeway
- **1.9** Develop a Vision Zero resolution to establish a citywide goal to reach zero deaths on Madeira Beach roadways
- **1.10** Develop a Citywide Multimodal Plan to identify future multimodal connections and partnerships with local, regional, and state agencies
- **1.11** Conduct a mid-block crossing study to implement a new mid-block crossing on 150th Avenue near the Madeira Beach Marina and Patriot Park

2 INCREASE ACCESSIBILITY TO NEIGHBORHOODS AND DESTINATIONS WITHIN MADEIRA BEACH

- **2.1** Create more pedestrian-friendly areas with wider sidewalks and direct routes to public facilities, parks, and beaches
- **2.2** Explore potential for a Freebee rideshare service (similar to St. Pete Beach and Dunedin)
- **2.3** Conduct an American Disability Act (ADA) Transition Plan
- **2.4** Promote the use of additional beach mobility mats at public beach access locations
- **2.5** Conduct a connectivity plan for John's Pass Village
- **2.6** Create additional non-automotive connections to adjacent cities
- **2.7** Coordinate with Forward Pinellas and Pinellas County on their proposed multimodal improvements to Duhme Road.
- **2.8** Fill sidewalk and path gaps to increase connectivity to key destinations such as public buildings and services
- **2.9** Continue to pursue premium transit connections to amenitized destinations within Madeira Beach such as 113th Street and Duhme Road

3 SUPPORT ALL MODES OF TRANSPORTATION

- **3.1** Establish designated parking spaces for micromobility in the City
- **3.2** Construct a multi-use beach trail from John's Pass to the northern City limits
- **3.3** Provide connection to the Pinellas Trail on Tom Stuart Causeway
- **3.4** Improve bus stops within the City to include seating, transit schedules, wayfinding, trash receptacles, shade and shelter, and lighting

3.5 Increase frequency of public transportation options and extend hours of operation during peak season and events

3.6 Work with FDOT and Forward Pinellas on starting the process to study replacing the Tom Stuart Causeway with a new bridge that includes a multi-use trail

3.7 Work with Pinellas Suncoast Transit Authority (PSTA) on improving connectivity between Suncoast Beach Trolley and proposed Route 38 (Madeira Beach to Downtown St. Petersburg) by adding an additional stop

3.8 Explore opportunities for public waterborne transportation such as a water taxi or ferry

3.9 Improve access and connectivity for golf carts and Low Speed Vehicles (LSVs) by reducing speed limits on major roadways

3.10 Conduct a citywide Multimodal Master Plan

3.11 Implement recommendations from the Forward Pinellas Advantage Alt. 19 Investment Corridor Plan to connect to premium transit service.

4 ESTABLISH A CITYWIDE PARKING STRATEGY

4.1 Conduct a citywide parking study to address parking standards and regulations, including boat dockage

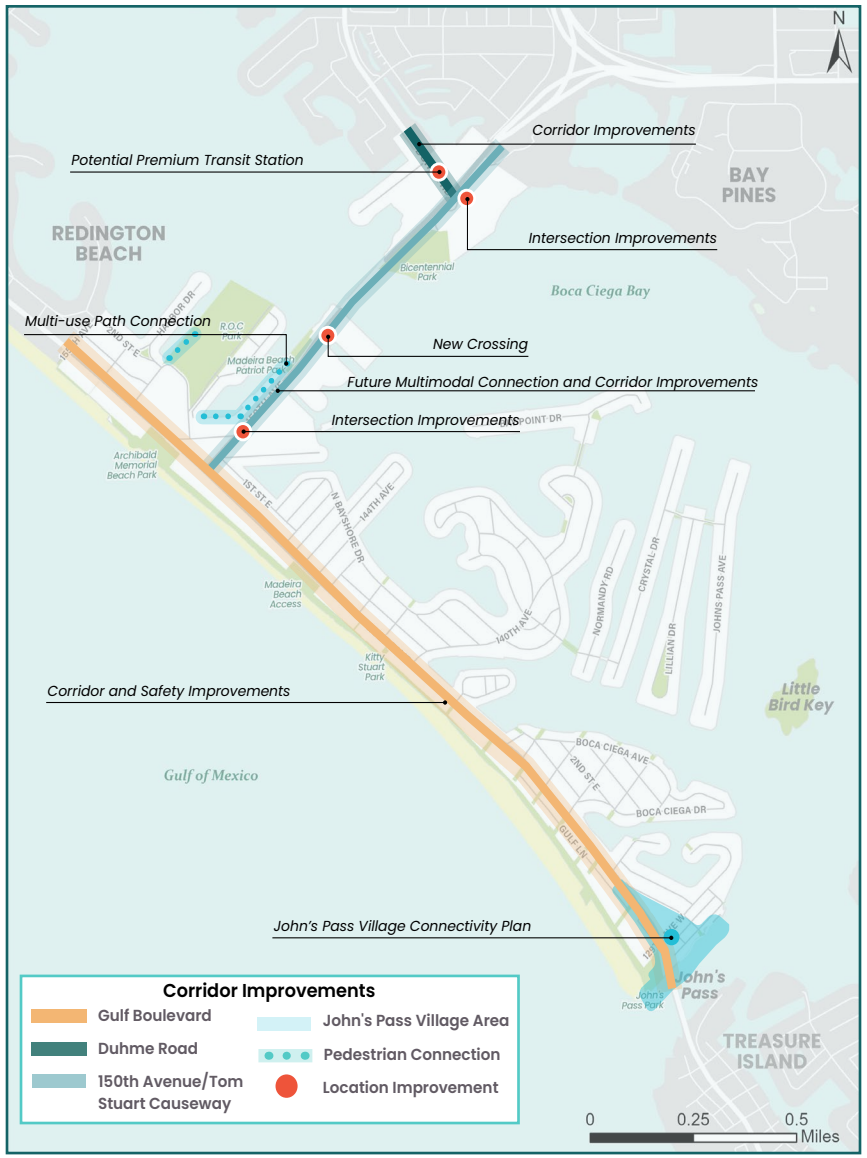
4.2 Consider implementing a variable parking cost system

4.3 Identify appropriate locations for centralized structured parking and program land acquisition and construction (if City-owned) or seek partnerships with developers to construct parking garage(s) with publicly accessible spaces in exchange for development incentives that prioritize city approved architectural guidelines

4.4 Explore opportunities to implement golf cart parking at key destinations such as public beaches, parks, public buildings and activity centers

4.5 Establish designated rideshare drop off and pick up locations at major attractions and special events

4.6 Promote partnerships with PSTA's UPass Program for City staff and employees of businesses and hotels to help reduce congestion and parking constraints



Street Typology

City streets make up a significant portion of public space within Madeira Beach. To help achieve the vision of safer and more inviting streets in Madeira Beach, all streets within the City are assigned a street typology that guides future improvements and design. Madeira Beach's streets have been grouped into four different street type categories: local, main, thoroughfare, and Gulf Boulevard. The street types are designed to serve and prioritize various transportation modes, land uses, and street aesthetics. This section includes a Street Typology map and table to articulate the desired street network vision. Roadways that fall under the Florida Department of Transportation (FDOT) jurisdiction will require coordination between the City and FDOT for all future improvements and construction.

HOW TO USE:

FIND THE STREET TYPE

All streets within the City have been categorized into four typologies based on their current and desired function within the transportation network. Before beginning any street improvement project or major development project along a street, the map should be referenced to determine the street type and characteristics.

REFERENCE THE STREET DESIGN TABLE

The following pages provide specific guidance for the minimum and preferred standards for bicycle and multimodal, pedestrian, street elements, and vehicular travel facilities for each street type. These standards provide a starting point and decision-making guide for the majority of streets within the City.

FINALIZE THE PREFERRED DESIGN

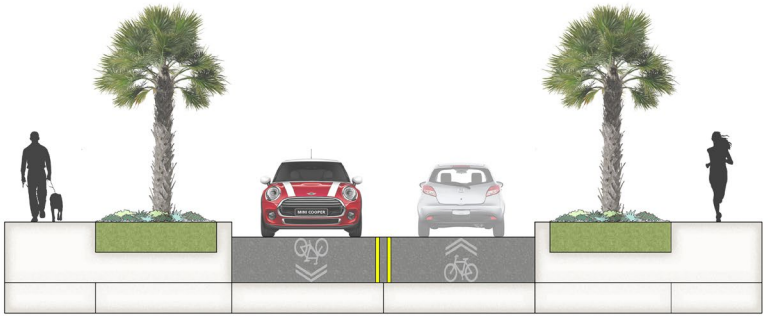
Each street within the City is likely to have special and unique circumstances, which will require exceptions and a departure from the standards laid out in this section. Proximity to schools, activity centers, commercial nodes, non-standard right-of-way, or stormwater challenges all merit customized solutions that work within the Master Plan's goals to provide a safe and convenient transportation network to travelers of all modes, ages, and abilities.

STREET TYPOLOGY MAP

STREET TYPOLOGY TABLE

	LOCAL STREET		MAIN STREET		THOROUGHFARE STREET		GULF BOULEVARD	
	MINIMUM	PREFERRED	MINIMUM	PREFERRED	MINIMUM	PREFERRED	MINIMUM	PREFERRED
SIDEWALK WIDTH	6’	6’	6’	10’	8’	10’	8’	10’
BIKE FACILITIES	-	Shared-Lane Marking	Shared-Lane marking	Buffered (2’ striping and/ or physical)	Protected	Protected or Multi-use Path	Protected	Protected or Multi-use Path
BIKE FACILITY WIDTH	-	Shared-Lane	Shared-Lane	7’	5’	7’	5’	7’
ROADWAY SPEED	10 - 25 mph		15-30 mph		30-40 mph		30-35 mph	
TRAVEL LANE WIDTH	10’	10’	10’	10’	10’	11’	10’	11’
STREET ELEMENTS	Shade trees, landscaping that buffers the street from the sidewalk, pedestrian-scaled lighting, on-street parking, traffic calming		Preferably shade trees, landscaping that buffers the street from the sidewalk, space for outdoor dining, parklets, pedestrian-scaled lighting, on-street parking, traffic calming		Preferably shade trees, landscaping that buffers the street from the sidewalk, large medians with landscaping, space for outdoor dining, pedestrian-scaled lighting		Preferably shade trees, landscaping that buffers the street from the sidewalk, large medians with landscaping, pedestrian-scaled lighting	

Local Streets



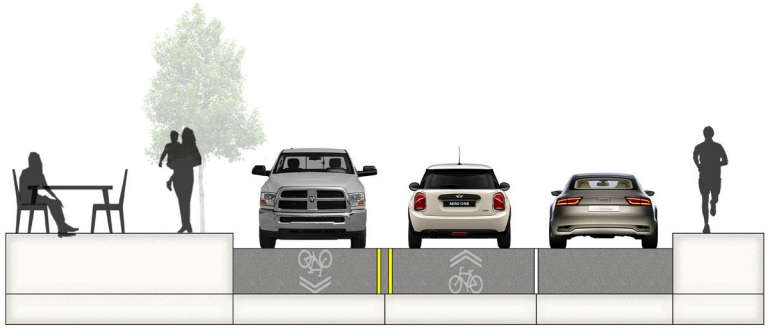
CHARACTERISTICS

Local streets serve as neighborhood connections to community destinations. They provide enhanced connectivity and slower travel speeds due to narrower right-of-way, driveway openings, and frequent on-street parking. With frequent driveway openings and on-street parking, providing multimodal facilities would require trade offs.

- Typical ROW: 50 feet (20-24 feet curb to curb)
- Local Example: Most single-family residential streets
- Typical Section: 2 travel lanes, sharrows, parking on one side or both sides

The dimensions of most of these streets are not going to change. With a typical curb-to-curb width of 24 feet, options for dedicated multimodal facilities are limited.

Main Streets



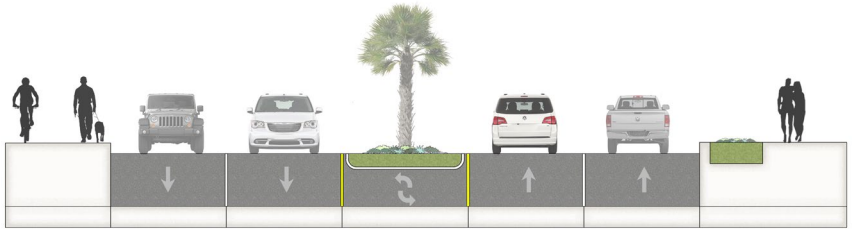
CHARACTERISTICS

Main Streets connect neighborhoods and serve as primary community streets. Wider right-of-ways allow more flexibility in design. These streets tend to accommodate parking, loading zones, bicycle lanes, outdoor dining, and many forms of activities.

- Typical ROW: 50 feet (ranges from 30-100 feet)
- Local Example: John's Pass Village and Town Center streets
- Typical Section: 2 travel lanes, sharrows or bike lane, parking on one side or both sides, outdoor cafe seating or commercial space

The wider dimensions (compared to local streets) provide more flexibility for dedicated multimodal facilities, with most being able to accommodate on-street parking and bike lanes.

Thoroughfare Streets



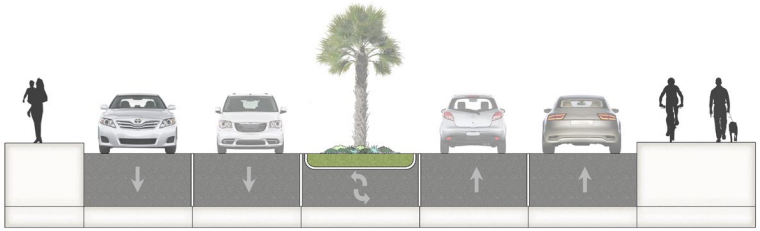
CHARACTERISTICS

Thoroughfare streets connect Madeira Beach to points outside of the City. Most are under the jurisdiction of FDOT or Pinellas County so any improvements would require coordination and partnership with those agencies. These streets tend to carry higher traffic volumes, accommodate freight traffic, transit routes, and include multiple travel lanes in each direction.

- Typical ROW: 80 feet (ranges from 80-100 feet)
- Local Example: 150th Avenue/Tom Stuart Causeway, Duhme Road
- Typical Section: 4-6 travel lanes, center turn lanes, medians

The width of the thoroughfare streets in the City provide an opportunity to accommodate protected multimodal facilities with protected bikes lanes or a multi-use path.

Gulf Boulevard



CHARACTERISTICS

Gulf Boulevard connects Madeira Beach to Treasure Island and Redington Beach. Gulf Boulevard is also the primary roadway within the City that connects neighborhoods to destinations within Madeira Beach. Gulf Boulevard is an evacuation route and is under the jurisdiction of FDOT, which would require coordination and partnership for any corridor improvements.

- Typical ROW: 80 feet (typical curb to curb is approx. 60 feet)
- Local Example: Gulf Boulevard
- Typical Section: 4 travel lanes, center turn lane and medians, bike lane

Gulf Boulevard is a corridor that accommodates significant resident and visitor traffic. While Gulf Boulevard is wider than most local and main streets, there is limited right-of-way for protected bicycle facilities.

Explore opportunities for separated bicycle facilities, especially on major roadways within the City like Gulf Boulevard or 150th Avenue/Tom Stuart Causeway.

Explore partnerships to launch a Freebee rideshare service in the City.

Explore additional opportunities for a public parking garage with new development that integrates retail to camouflage the parking structure.

Conduct a parking study to examine current parking standards and uses while exploring potential alternatives such as covered parking lots with solar panels.

Implement additional points of dockage at points of interest such as restaurants, commerce, and retail.

Develop a neighborhood traffic calming plan and measures to reduce speeding and increase safety in neighborhoods.

Partner with PSTA to explore future opportunities for premium transit service, like the SunRunner.

Sustainability and Resiliency

Goal **Promote stewardship of coastal resources and invest in adaptive infrastructure to mitigate flood risk and support long-term community resilience.**

1 CONTINUE TO IMPLEMENT HAZARD AND FLOOD MITIGATION MEASURES THROUGHOUT THE CITY

- **1.1** Develop a plan for elevating residential structures and increase allowances for fill material, as designed by a professional engineer
- **1.2** Continue to improve existing stormwater management systems by hardening/raising infrastructure
- **1.3** Establish a regular evaluation schedule for city-owned seawalls and repair or replace them as needed
- **1.4** Continue to partner with FDOT on replacing signage after severe weather events
- **1.5** Develop a resource guide in partnership with FDOT for the streamlining and publication of evacuation routes
- **1.6** Explore elevating public infrastructure and facilities in areas most vulnerable to flooding (E.g., City Hall, Gulf Beaches Public Library, Post Office, seawalls, 140th Ave, and other vulnerable local roadways)

2 INVEST IN NATURAL RESOURCES IN MADEIRA BEACH AND UPHOLD A STRONG COMMITMENT TO ENVIRONMENTAL STEWARDSHIP

- **2.1** Continue to create and restore sand dunes and promote education about their preservation with signage and sea oat planting events
- **2.2** Promote the existing recycling program and encourage commercial and multi-family residence participation
- **2.3** Continue to partner with local, environmental advocacy groups and promote awareness for the natural environment, such as sea turtle nesting season and sites, and the stewardship of coastal resources
- **2.4** Invest in Sea Turtle-friendly lighting on coastal properties and along roadway corridors and increase enforcement of non-compliant turtle lighting
- **2.5** Consider eco-friendly alternatives to single use plastics and encourage sustainable practices at City Events
- **2.6** Continue to install solar panels on public facilities, such as municipal buildings, bus shelters, and park pavilions, as well as electric vehicle charging station locations where feasible
- **2.7** Explore mitigation measures for curbing red tide events and pollutant releases, such as seasonal fertilizer moratoriums and a resource guide for best practices regarding runoff of environmentally harmful materials
- **2.8** Continue placing "monotubes" at popular fishing spots and key beach access points along with education boards to remind the public of best practices for recreational fishing
- **2.9** Promote the use of Vertical Oyster Gardens to residents and businesses with water adjacent properties to aid in water quality improvement

3 CREATE A RESOURCE INFORMATION CENTER FOR SUSTAINABILITY AND RESILIENCY IN MADEIRA BEACH

- **3.1** Routinely update the City website to reflect storm event guidelines, changes regarding storm events, and resources available
- **3.2** Develop information on sustainable and resilient solutions private property owners can implement that is easy to disseminate, access, and distribute to a wide range of residents
- **3.3** Maintain awareness and education of residents of evolving flood protection designs and what can be done before, during and after a storm event

4 UPGRADE PUBLIC INFRASTRUCTURE TO BE MORE RESILIENT

- **4.1** Conduct a citywide parking study to address parking standards and regulations, including boat dockage
- **4.2** Consider implementing a variable parking cost system
- **4.3** Identify appropriate locations for centralized structured parking and program land acquisition and construction (if City-owned) or seek partnerships with developers to construct parking garage(s) with publicly accessible spaces in exchange for development incentives that prioritize city approved architectural guidelines (look-book)
- **4.4** Explore opportunities to implement golf cart parking at key destinations such as public beaches, parks, public buildings and activity centers
- **4.5** Establish designated rideshare drop off and pick up locations at major attractions and special events
- **4.6** Incorporate green infrastructure solutions into capital improvement projects, such as implementing bioswales along roadways and biorentention cells in City streetscape designs
- **4.7** Evaluate the potential to underground powerlines and utilities within the City
- **4.8** Seek opportunities to upgrade sanitary sewer, water, and stormwater infrastructure alongside roadway projects

Monotubes serve as a collection device for used monofiliment fishing line at key fishing destinations, helping to remove hazardous monofiliment from the environment.

Bioswales are an attractive way to capture stormwater runoff.

Dune plantings and restoration efforts not only add beauty to the beach, but help with beach erosion and sediment loss.

Development and Redevelopment

Goal **Support sustainable growth that balances community identity with economic vitality by directing growth towards the City's activity centers while maintaining neighborhood character.**

1 FOSTER CONTROLLED AND CONSCIOUS GROWTH

1.1 Amend the City's land development regulations (LDRs) to reduce/remove the maximum lot coverage area and use impervious surface ratio (ISR) and setbacks to regulate the size of a structure

1.2 Ensure adequate infrastructure capacity before new development/redevelopment occurs by revising the Site Plan Review Process

1.3 Establish density/intensity incentives for new mixed-use developments

1.4 New developments should be required to provide community benefits, which may include:

- Structured parking with public access
- Green space and public amenities
- Public art
- Mobility improvements
- Pedestrian-friendly building and site design (e.g., shade and weather protection)
- Green Infrastructure
- Recreation facilities

1.5 Direct new development/redevelopment to the City's activity centers

1.6 Require/incentivize new development and redevelopment to follow sustainable building practices, such as minimizing impervious surface, constructing above flood elevation, etc.

1.7 Continue Short Term Rental Enforcement by increasing dedicated staff focused on business tax receipts, rental inspections, business and rental compliance

1.8 Amend LDRs to support small to medium sized residential redevelopment that does not increase density in the Coastal High Hazard Area

2 ENCOURAGE QUALITY DESIGN THAT CREATES COHESIVE LOOK AND FEEL

2.1 Update the City's off-street parking code to allow flexibility and meet the desired development patterns of the City

2.2 Develop a "look-book" of desired architectural design elements that can be incorporated into new developments

2.3 Maintain character and design elements of John's Pass Village while implementing a cohesive architectural style in other commercial hubs such as the Town Center

2.4 Update Town Center LDRs to adjust height limit, step backs, all inclusive-FAR that mirror John's Pass Village design standards and guidelines written in Appendix D of the Code

3 ENCOURAGE MIXED-USE DEVELOPMENT WITH ACTIVE GROUND FLOORS AND RETAIL

3.1 Through amendments to the City's LDRs, consider requiring developments along certain roadways (e.g., Gulf Boulevard, Madeira Way, 150th Avenue/Tom Stuart Causeway, Duhme Rd, Village Boulevard, 129th Avenue W, and Fisherman's Alley) provide pedestrian-oriented uses, such as retail, restaurants, cafes, museums, etc.

3.2 Establish development standards that help create mixed-use development and encourage local businesses to invest in Madeira Beach

3.3 Require commercial and mixed-use developments to have parking in the rear of the property or shielded from public streets

4 SUPPORT MAINTAINING AND ENHANCING RESIDENTIAL NEIGHBORHOOD CHARACTER

4.1 Amend LDRs to support a variety of low to medium density residential dwelling types

4.2 Amend LDRs to support innovation for building more resilient housing with alternative construction methods like modular or container homes.

4.3 Amend LDRs to support homeowners to elevate existing homes

4.4 Amend LDRs to clarify rebuilding nonconforming residential density

4.5 Adopt missing middle housing LDRs to be allowed in zoning districts with 15 to 18 residential units per acre

CODE UPDATES

Updates to the Madeira Beach Code of Ordinances were made as part of the new Master Plan to encourage development and sustainable growth. The focus was directed at the following code sections to provide greater flexibility for future development and redevelopment:

- C-3 District (Commercial General)
- C-4 District (Marine Commercial)

Mixed-use developments with retail below and residential above.

The character and design elements of John's Pass Village should be maintained while implementing a cohesive architectural style in other commercial hubs such as the Town Center.

Economic and Business Development

Goal **Foster a thriving local economy that supports small business development and encourages a diversity of entrepreneurial activities that meet the daily needs of year-round residents while also providing memorable experiences for visitors.**

1 FOSTER REVENUE GENERATING OPPORTUNITIES IN PUBLIC RIGHT-OF-WAY AND ON CITY-OWNED PROPERTIES

- **1.1** Improve existing structures in R.O.C. Park to be better suited for large community events while upholding flexibility in the space
- **1.2** Continue seasonal and weekly market events and seek opportunities for increased frequency or expansion
- **1.3** Continue to push forward on the more permanent/enclosed basketball courts and concessions in R.O.C. Park

2 ENSURE MADEIRA BEACH CONTINUES TO BE AN ATTRACTIVE PLACE TO START AND RUN A SMALL, LOCAL BUSINESS

- **2.1** Improve coordination and marketing with local businesses for community events and educational campaigns
- **2.2** Establish a small-business assistance program to support new and local businesses to update exterior facades and landscaping, funded through City-run program
- **2.3** Promote independent businesses that contribute to the character of Madeira Beach through the City's website, communications, and social media
- **2.4** Update LDRs to create opportunities for roadside vending and micro-retail, such as produce stands and food trucks to expand community assets
- **2.5** Review and amend LDRs that encourages mixed-use development and commercial spaces for local businesses and start-ups

3 CAPITALIZE ON NATURAL ASSETS TO FOSTER ECONOMIC VENTURES

- **3.1** Maintain working waterfronts and continue marina improvements
- **3.2** Review current regulations around Transient Docking in the LDRs to encourage revenue generation and promote Madeira Beach as a safe harbor for boaters
- **3.3** Encourage dockside developments and marina improvements such as water accessible restaurants and boating amenities that align with LDRs (fuel, food, etc.) and offer boat dockage as a parking requirement bonus
- **3.4** Increase dockage near businesses, city-owned properties, and commercial areas to increase access through city investment and private partnership incentives
- **3.5** Create paid dock parking, with use of a mobile app
- **3.6** Prioritize a family-friendly marine science educational institution in John's Pass
- **3.7** Streamline and promote local fishing tournaments to create another community asset that will generate revenue and increase awareness of natural resources
- **3.8** Conduct a Waterfront Master Plan to study current and future working waterfronts as well as recreational opportunities at publicly-owned marine facilities

4 CONTINUE TO PROGRAM AND ADD ADDITIONAL FAMILY-FRIENDLY EVENTS, CONCERTS, AND FESTIVALS THROUGHOUT THE YEAR

4.1 Utilize the City's social media channels to create more awareness and connectivity to events and new businesses

4.2 Create pedestrian-only zones and install safety infrastructure to have regularly scheduled live music and community events in Activity Centers, such as Madeira Way and Boardwalk Place

4.3 Deploy more signage and advertising for community events and services

4.4 Continue to promote community garage sales /art fairs/business networking events that can grow into established, annual events

4.5 Explore opportunities for a permanent art market (like the one on St. Pete Pier) in John's Pass Village

5 DEVELOP A CITYWIDE ECONOMIC DEVELOPMENT STRATEGY TO ATTRACT QUALITY, HIGH-PAYING JOBS TO MADEIRA BEACH

5.1 Partner with Pinellas County economic development to devise strategies to attract target industries to the City, such as Marine research and education, coastal management and restoration, local artisan production

5.2 Develop citywide economic development strategy in partnership with Pinellas County

Highlighting natural assets can lead to increased economic opportunities, such as marina side establishments and retail.

Street markets encourage small businesses to invest in the communities they serve.

Parks, Recreation, and Public Spaces

Goal **Optimize the use and accessibility of existing public spaces and recreational amenities to better serve the needs of current and future residents and visitors.**

1 INVEST IN EXISTING PUBLIC FACILITIES, SPACES, AND RECREATIONAL AREAS

- **1.1** Expand the programming and hours of the Fitness Center
- **1.2** Improve the existing dog park at City Hall with shade structures and/or water features, and seek opportunities to add more dog parks in the City
- **1.3** Increase usability of the R.O.C park amphitheater for live music events that can be enjoyed on land or by boat, and enhance existing events at the Park
- **1.4** Construct additional public restroom facilities at key locations, such as R.O.C. Park, John's Pass Village, and the public beaches
- **1.5** Build upon the success of existing fishing tournaments by partnering with organizations that promote the preservation of marine resources and the fishing culture of the Florida Gulf Coast
- **1.6** Conduct an Environmental Assessment (EA) to analyze the potential impacts of repairing and extending the jetty at John's Pass Village
- **1.7** Install additional bike parking (racks and covered) at public beaches along with e-bike charging stations where feasible
- **1.8** Seek opportunities to utilize under-performing park spaces for new programming and facilities
- **1.9** Install shade structures, such as shade sails and pavilions, in public parks
- **1.10** Activate pocket parks with amenities such as seating, trash receptacles or enhanced landscaping.

2 EXPAND PUBLIC SPACES IN MADEIRA BEACH

- **2.1** Conduct a Parks, Recreation, and Open Space Master Plan
- **2.2** Seek property to construct an aquatic center or public pool
- **2.3** Explore opportunities to establish a community garden or eco-learning center to provide opportunities for cross-generational interactions and education
- **2.4** Increase the supply of City-owned land to be used as public spaces
- **2.5** Coordinate with Pinellas County on improving Madeira Beach Access County Park with modernized amenities such as restrooms and educational boards

3 COMMIT TO PRESERVING AND IMPROVING THE QUALITY OF PUBLIC SPACES

- **3.1** Place additional recycling and trash bins at the beach and local businesses and enforce the screening of service areas, dumpsters, and mechanical equipment from public view
- **3.2** Correct land use designations on the City's future land use and zoning map so that public property can be preserved for recreation, open space, and institutional purposes
- **3.3** Invest in landscaping and tree plantings at parks, public facilities, and public right-of-way

Sculptural elements can function as a beach side recycling station and encourage participation in environmental stewardship.

Sun shades placed at key public spaces enhance the user experience.

Pocket parks in neighborhoods can be activated with additional amenities to enhance the community experience.

Beautification and Placemaking

Goal **Encourage creative planning, design and programming of public and private spaces to increase cultural and social vibrancy and reinforce Madeira Beach's identity as a small fishing village that has evolved into a must-visit coastal destination.**

1 EXPAND AND IMPROVE THE WAYFINDING SYSTEM WITHIN THE CITY

1.1 Develop a citywide wayfinding plan including a cohesive signage design for all modes of travel that is unique to the City

1.2 Implement gateway features throughout the City and at entrances into the City in accordance with FDOT requirements

1.3 Implement pavement markings for wayfinding and placemaking

1.4 Implement wayfinding signage and public art under the John's Pass Bridge

1.5 Create an entry/arrival sign into Madeira Beach at key locations

1.6 Implement unique lighting features under the John's Pass Bridge in coordination with FDOT

1.7 Implement unique pavement markings from John's Pass Village to John's Pass Park for improved wayfinding

1.8 Coordinate with Duke Energy and Pinellas County to install decorative street light poles along major roadways

2 CREATE A DURABLE AND SUSTAINABLE CITYWIDE LANDSCAPE PLAN

2.1 Plant additional trees, especially those that provide shade, along sidewalks/paths frequently traveled by pedestrians/bicyclists

2.2 Update the landscape code to include salt tolerant and drought resistant plantings

2.3 Create a City position dedicated to maintaining plantings and landscaping throughout the City

2.4 Install low-maintenance, salt-tolerant landscaping along major roadways and at City-owned facilities and public right-of-way

3 CREATE OPPORTUNITIES FOR UNIQUE AND MEMORABLE ATTRACTIONS

3.1 Celebrate the City's history with an education center or city museum that incorporates green space and highlights the natural environment of the Madeira Beach

4 EXPAND PUBLIC ART AND PROGRAMMING WITHIN THE CITY

4.1 Develop a City Mural Program for utility boxes, storm drains, crosswalks, intersections, and blank walls

4.2 Incorporate public art by painting or improving exterior of public structures, bridges and bridge towers

4.3 Add unique sculptural bike racks and trash cans at key destinations and public spaces that are durable and weather resistant

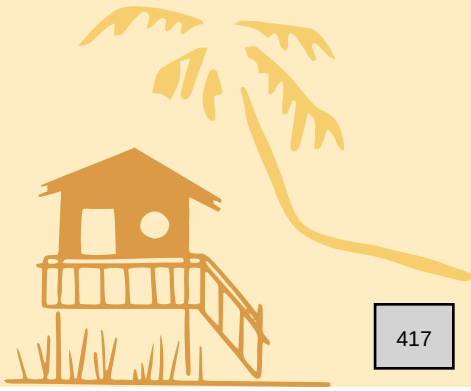
A mural program for utility boxes infuses art into the public realm

Low maintenance and drought tolerant native plantings such as the Beach Dune Sunflower offer a great alternative for landscaping in a coastal environment

Sculptural bike racks offer an interesting focal point in the urban landscape

Chapter 5

IMPLEMENTATION



IMPLEMENTATION

The Implementation Chapter assigns the strategies, found in the Vision and Goals chapter, time frames and identifies potential partnerships to implement the strategies. This section also identifies priority projects that will have the most impact on achieving the vision of Madeira Beach.

Implementation of the Master Plan

The strategies contained in the six focus areas are assigned a timeframe and divided into the time frames anticipated to accomplish these strategies. Some strategies may be completed sooner or later, and may also require partnerships from other public agencies or private partnerships. The strategies are divided into the following time frames: Continuous, Short-Term, Mid-Term, and Long-Term.

CONTINUOUS

Anticipated to be done on an annual basis or as standard operating procedure.

SHORT-TERM

Anticipated to be completed within 5 years.

MID-TERM

Anticipated to be completed within 6-10 years.

LONG-TERM

Anticipated to be completed in 10+ years.

Continuous Strategies

The following are continuous strategies for the City and partnering agencies to implement on a regular basis, as a standard operating procedure, or continue implementing in the City.

Strategy ID #	Strategy	Partnerships
Transportation-Mobility 1.4	Conduct awareness campaigns to educate residents and visitors for proper use of Rectangular Rapid Flashing Beacons (RRFBs)	FDOT
Transportation-Mobility 2.1	Create more pedestrian-friendly areas with wider sidewalks and direct routes to public facilities, parks, and beaches	
Transportation-Mobility 2.4	Promote the use of additional beach Mobi-mats at public beach access locations	
Transportation-Mobility 2.8	Fill sidewalk and path gaps to increase connectivity to key destinations such as public buildings and services	
Transportation-Mobility 4.3	Identify appropriate locations for centralized structured parking and program land acquisition and construction (if City-owned) or seek partnerships with developers to construct parking garage(s) with publicly-accessible spaces in exchange for development incentives that prioritize city approved architectural guidelines(look-book)	
Transportation-Mobility 4.5	Establish designated rideshare drop off and pick up locations at major attractions and special events	
Transportation-Mobility 4.6	Promote partnerships with PSTA's UPass program for City staff and employees of businesses and hotels to help reduce congestion and parking constraints	PSTA
Development-Redevelopment 1.4	New developments should be required to provide community benefits, which may include: • Structured parking with public access • Green space and public amenities • Public art •Mobility improvements • Pedestrian-friendly building and site design (e.g., shade and weather protection) • Green Infrastructure • Recreation facilities	
Development-Redevelopment 1.5	Direct new development/redevelopment to the City's activity centers	
Development-Redevelopment 1.6	Require/incentivize new development and redevelopment to follow sustainable building practices, such as minimizing impervious surface, constructing above flood elevation, etc.	
Development-Redevelopment 1.7	Continue Short Term Rental Enforcement by increasing dedicated staff focused on business tax receipts, rental inspections, business and rental compliance	
Development-Redevelopment 2.3	Maintain character and design elements of John's Pass Village while implementing a cohesive architectural style in other commercial hubs such as the Town Center	
Development-Redevelopment 3.1	Through amendments to the City's LDRs, consider requiring developments along certain roadways (e.g., Gulf Boulevard, Madeira Way, 150th Avenue/Tom Stuart Causeway, Duhme Road, Village Boulevard, 129th Avenue W, and Fisherman's Alley) provide pedestrian-oriented uses, such as retail, restaurants, cafes, museums, etc.	Forward Pinellas
Economic-Business Development 1.2	Continue seasonal and weekly market events and seek opportunities for increased frequency or expansion	

Continuous Strategies (continued)

Strategy ID #	Strategy	Partnerships
Economic-Business Development 2.1	Improve coordination and marketing with local businesses for community events and educational campaigns	
Economic-Business Development 2.3	Promote independent businesses that contribute to the character of Madeira Beach through the City's website, communications, and social media	
Economic-Business Development 3.1	Maintain working waterfronts and continue marina improvements	
Economic-Business Development 3.3	Encourage dockside developments and marina improvements such as water accessible restaurants and boating amenities that align with LDRs (fuel, food, etc.) and offer boat dockage as a parking requirement bonus	
Economic-Business Development 3.6	Prioritize a family-friendly marine science educational institution in John's Pass	
Economic-Business Development 3.7	Streamline and promote local fishing tournaments to create another community asset that will generate revenue and increase awareness of natural resources	
Economic-Business Development 4.1	Utilize the City's social media channels to create more awareness and connectivity to events and new businesses	
Economic-Business Development 4.3	Deploy more signage and advertising for community events and services	
Economic-Business Development 4.4	Continue to promote community garage sales /art fairs/business networking events that can grow into established, annual events	
Sustainability-Resiliency 1.2	Continue to improve existing stormwater management systems by hardening/raising infrastructure	
Sustainability-Resiliency 1.3	Periodically evaluate the condition of city-owned seawalls and replace as necessary	
Sustainability-Resiliency 1.4	Continue to partner with FDOT on replacing signage after severe weather events	FDOT, Pinellas County
Sustainability-Resiliency 2.1	Continue to create and restore sand dunes and promote education about their preservation with signage and sea oat planting events	
Sustainability-Resiliency 2.2	Promote the existing recycling program and encourage commercial and multi-family residence participation	
Sustainability-Resiliency 2.3	Continue to partner with local, environmental advocacy groups and promote awareness for the natural environment, such as sea turtle nesting season and sites, and the stewardship of coastal resources	
Sustainability-Resiliency 2.4	Invest in Sea Turtle-friendly lighting on coastal properties and along roadway corridors and increase enforcement of non-compliant turtle lighting	FDOT, Pinellas County
Sustainability-Resiliency 2.5	Consider eco-friendly alternatives to single use plastics and encourage sustainable practices at City Events	
Sustainability-Resiliency 2.7	Explore mitigation measures for curbing red tide events and pollutant releases, such as seasonal fertilizer moratoriums and a resource guide for best practices regarding runoff of environmentally harmful materials	

Continuous Strategies (continued)

Strategy ID #	Strategy	Partnerships
Sustainability-Resiliency 3.1	Routinely update the City website to reflect storm event guidelines, changes regarding storm events, and resources available	
Sustainability-Resiliency 3.2	Develop information on sustainable and resilient solutions private property owners can implement that is easy to disseminate, access, and distribute to a wide range of residents	
Sustainability-Resiliency 3.3	Maintain awareness and education of residents of evolving flood protection designs and what can be done before, during and after a storm event	
Sustainability-Resiliency 4.8	Seek opportunities to upgrade sanitary sewer, water, and stormwater infrastructure alongside roadway projects: Evaluate the condition of sanitary sewer, water, and stormwater infrastructure along priority roadway projects (as listed under Comp Plan Policy 5.2.5.3) so that as roadway projects get programmed/funded, infrastructure in need of repair or upgrade can also be addressed	
Sustainability-Resiliency 4.6	Incorporate green infrastructure solutions into capital improvement projects, such as implementing bioswales along roadways and bioretention cells in City streetscape designs	
Parks, Recreation, Public Spaces 1.3	Increase usability of the R.O.C park amphitheater for live music events that can be enjoyed on land or by boat, and enhance existing events at the Park	
Parks, Recreation, Public Spaces 1.5	Build upon the success of existing fishing tournaments by partnering with organizations that promote the preservation of marine resources and the fishing culture of the Florida Gulf Coast	
Parks, Recreation, Public Spaces 1.8	Seek opportunities to utilize under-performing park spaces for new programming and facilities	
Parks, Recreation, Public Spaces 3.3	Invest in landscaping and tree plantings at parks, public facilities, and public right-of-way	
Beautification-Placemaking 2.1	Plant additional trees, especially those that provide shade, along sidewalks/paths frequently traveled by pedestrians/bicyclists	
Beautification-Placemaking 2.4	Install low-maintenance, salt-tolerant landscaping along major roadways and at City-owned facilities and public right-of-way	
Beautification-Placemaking 3.1	Celebrate the City's history with an education center or city museum that incorporates green space and highlights the natural environment of Madeira Beach	
Beautification-Placemaking 4.2	Incorporate public art by painting or improving exterior of public structures, bridges and bridge towers	

Short-Term Strategies

The following are short-term strategies anticipated for the City and partners to implement within 5 years.

Strategy ID #	Strategy	Partnerships
Transportation-Mobility 1.1	Conduct a Safety and Multimodal Study for Gulf Boulevard and Tom Stuart Causeway including a speed limit reduction	FDOT, Forward Pinellas
Transportation-Mobility 1.3	Develop a neighborhood traffic calming plan	
Transportation-Mobility 1.6	Restripe faded crosswalks and pavement markings	
Transportation-Mobility 2.2	Explore potential for a Freebee rideshare service (similar to St. Pete Beach and Dunedin)	
Transportation-Mobility 2.3	Conduct an American Disability Act (ADA) Transition Plan	
Transportation-Mobility 2.5	Conduct a connectivity plan for John's Pass Village	Forward Pinellas
Transportation-Mobility 3.1	Establish designated parking spaces for micromobility in the City	
Transportation-Mobility 3.4	Improve bus stops within the City to include seating, transit schedules, wayfinding, trash receptacles, shade and shelter, and lighting	PSTA
Transportation-Mobility 3.5	Increase frequency of public transportation options and extend hours of operation during peak season and events	PSTA
Transportation-Mobility 3.8	Explore opportunities for public waterborne transportation such as a water taxi or ferry	PSTA, Forward Pinellas
Transportation-Mobility 3.10	Conduct a citywide multimodal plan	FDOT, Forward Pinellas
Transportation-Mobility 4.1	Conduct a citywide parking study to address parking standards and regulations, including boat dockage	
Transportation-Mobility 4.2	Consider implementing a variable parking cost system	
Transportation-Mobility 4.4	Explore opportunities to implement golf cart parking at key destinations such a public beaches, parks, public buildings and activity centers	
Development-Redevelopment 1.1	Amend the City's land development regulations (LDRs) to reduce/remove the maximum lot coverage area and use impervious surface ratio (ISR) and setbacks to regulate the size of a structure	
Development-Redevelopment 1.2	Ensure adequate infrastructure capacity before new development/redevelopment occurs by revising the Site Plan Review Process	
Development-Redevelopment 1.3	Establish density/intensity incentives for new mixed-use developments	Forward Pinellas
Development-Redevelopment 1.8	Amend LDRs to support small to medium sized residential redevelopment that does not increase density in the Coastal High Hazard Area	
Development-Redevelopment 2.1	Update the City's off-street parking code to allow flexibility and meet the desired development patterns of the City	
Development-Redevelopment 2.2	Develop a "look-book" of desired architectural design elements that can be incorporated into new developments	
Development-Redevelopment 2.4	Update Town Center LDRs to adjust height limit, step backs, all inclusive-FAR that mirror John's Pass Village design standards and guidelines written in Appendix D of the Code	Forward Pinellas

Short-Term Strategies (continued)

Strategy ID #	Strategy	Partnerships
Development-Redevelopment 3.2	Establish development standards that help create mixed-use development that encourages local businesses to invest in Madeira Beach	
Development-Redevelopment 4.1	Amend LDRs to support a variety of low to medium density residential dwelling types	
Development-Redevelopment 4.2	Amend LDRs to support innovation for building more resilient housing with alternative construction methods like modular or container homes.	
Development-Redevelopment 4.3	Amend LDRs to support homeowners to elevate existing homes	
Development-Redevelopment 4.4	Amend LDRs to clarify rebuilding nonconforming residential density	
Development-Redevelopment 4.5	Adopt missing middle housing LDRs to be allowed in zoning districts with 15 to 18 residential units per acre	
Economic-Business Development 1.1	Continue to plan and pursue funding on the more permanent/enclosed basketball courts and concessions in R.O.C. Park	
Economic-Business Development 2.2	Establish a small-business assistance program to support new and local businesses to update exterior facades and landscaping, funded through City-run program	
Economic-Business Development 2.4	Update LDRs to create opportunities for roadside vending and micro-retail, such as produce stands and food trucks to expand community assets	
Economic-Business Development 2.5	Review and amend LDRs that encourage mixed-use development and commercial spaces for local businesses and start-ups	
Economic-Business Development 3.2	Review current regulations around transient docking in the LDR to encourage revenue generation and promote Madeira Beach as a safe harbor for boaters	
Economic-Business Development 3.5	Create paid dock parking that includes the use of a mobile app	
Economic-Business Development 4.2	Create pedestrian-only zones and install safety infrastructure to have regularly scheduled live music and community events in Activity Centers, such as Madeira Way and Boardwalk Place	
Economic-Business Development 4.5	Explore opportunities for a permanent art market in John's Pass Village	
Economic-Business Development 5.1	Partner with Pinellas County economic development to devise strategies to attract target industries to the City, such as Marine research and education, coastal management and restoration, local artisan production	Forward Pinellas, Pinellas County
Economic-Business Development 5.2	Develop a citywide economic development strategy in partnership with Pinellas County	Pinellas County
Sustainability-Resiliency 1.5	Develop a resource guide in partnership with FDOT for the streamlining and publication of evacuation routes	FDOT, Pinellas County

Short-Term Strategies (continued)

Strategy ID #	Strategy	Partnerships
Parks, Recreation, Public Spaces 1.1	Expand the programming and hours of the Fitness Center	
Parks, Recreation, Public Spaces 1.2	Improve the existing dog park at City Hall with shade structures and/or water features, and seek opportunities to add more dog parks in the City	
Parks, Recreation, Public Spaces 1.6	Conduct an Environmental Assessment (EA) to analyze the potential impacts of repairing and extending the jetty at John's Pass Village	Pinellas County, FDEP, Army Corp of Engineers
Parks, Recreation, Public Spaces 1.7	Install additional bike parking (racks and covered) at public beaches along with e-bike charging stations where feasible	
Parks, Recreation, Public Spaces 1.10	Activate pocket parks with amenities such as seating, trash receptacles or enhanced landscaping	
Parks, Recreation, Public Spaces 2.1	Conduct a Parks, Recreation, and Open Space Master Plan	
Sustainability-Resiliency 2.1	Continue placing "monotubes" at popular fishing spots and key beach access points along with education boards to remind the public of best practices for recreational fishing	
Sustainability-Resiliency 2.9	Promote the use of Vertical Oyster Gardens to residents and businesses with water adjacent properties to aid in water quality improvement	
Sustainability-Resiliency 3.1	Place additional recycling and trash bins at the beach and local businesses and enforce the screening of service areas, dumpsters, and mechanical equipment from public view	
Sustainability-Resiliency 3.2	Correct land use designations on the City's future land use and zoning map so that public property can be preserved for recreation, open space, and institutional purposes	
Beautification-Placemaking 1.1	Develop a citywide wayfinding plan including a cohesive signage design for all modes of travel that is unique to the City	
Beautification-Placemaking 1.3	Implement pavement markings for wayfinding and placemaking in accordance with FDOT standards	FDOT
Beautification-Placemaking 1.4	Implement wayfinding signage and public art under the John's Pass Bridge	FDOT, Forward Pinellas
Beautification-Placemaking 1.7	Implement unique pavement markings from John's Pass Village to John's Pass Park for improved wayfinding	
Beautification-Placemaking 2.2	Update the landscape code to include salt-tolerant and drought resistant plantings	
Beautification-Placemaking 2.3	Create a City position dedicated to maintaining plantings and landscaping within City right-of-way, and City-owned properties and buildings	
Beautification-Placemaking 4.1	Develop a City Mural Program for utility boxes, storm drains, and blank walls	
Beautification-Placemaking 4.3	Add unique sculptural bike racks and trash cans at key destinations and public spaces that are durable and weather resistant	

Mid-Term Strategies

The following are mid-term strategies anticipated for the City and partners to implement within 6-10 years.

Strategy ID #	Strategy	Partnerships
Transportation-Mobility 1.2	Improve pedestrian-scale lighting along Gulf Boulevard, Tom Stuart Causeway, and Duhme Road	FDOT, Forward Pinellas
Transportation-Mobility 1.7	Construct more accessible and connected shared-use paths, trails, and protected/separated bike lanes	Forward Pinellas
Transportation-Mobility 1.8	Coordinate with FDOT and Forward Pinellas on traffic light and crosswalk relocation on Tom Stuart Causeway/150th Avenue near Madeira Way	FDOT, Forward Pinellas
Transportation-Mobility 2.6	Create additional non-automotive connections to adjacent cities	FDOT, Forward Pinellas, Pinellas County
Transportation-Mobility 3.6	Work with FDOT and Forward Pinellas to begin the study process to replace the Tom Stuart Causeway with a new bridge that includes a multi-use trail	FDOT, Forward Pinellas
Transportation-Mobility 3.7	Partner with PSTA on improving connectivity between Suncoast Beach Trolley and proposed Route 38 (Madeira Beach to Downtown St. Petersburg) by adding an additional stop	PSTA
Transportation-Mobility 3.9	Improve access and connectivity for golf carts and Low Speed Vehicles (LSVs) by reducing speed limits on major roadways	FDOT, Forward Pinellas
Transportation-Mobility 2.9	Continue to pursue premium transit connections to amenitized destinations within Madeira Beach such as 113th Street and Duhme Road	PSTA
Transportation-Mobility 3.11	Implement recommendations from the Forward Pinellas Advantage Alt. 19 Investment Corridor Plan to connect to premium transit service.	
Economic Development 1.1	Improve existing structures in R.O.C. Park to be better suited for large community events while upholding flexibility in the space	
Economic Development 3.4	Increase dockage near businesses and commercial areas to increase access through city investment and private partnership incentives	
Sustainability-Resiliency 1.1	Develop a plan for elevating residential structures and increase allowances for fill material, as designed by a professional engineer	
Sustainability-Resiliency 2.6	Install electric vehicle charging stations powered by solar at public facilities, parks, and public beach locations where feasible	
Sustainability-Resiliency 4.7	Evaluate the potential to underground powerlines and utilities within the City	
Parks, Recreation, Public Spaces 1.4	Construct additional public restroom facilities at key locations, such as R.O.C. Park, John's Pass Village, and the public beaches	
Parks, Recreation, Public Spaces 1.9	Install shade structures, such as shade sails and pavilions, in public parks	

Mid-Term Strategies (continued)

Strategy ID #	Strategy	Partnerships
Parks, Recreation, Public Spaces 2.5	Coordinate with Pinellas County on improving Madeira Beach Access County Park with modernized amenities such as restrooms and educational boards	Pinellas County
Parks, Recreation, Public Spaces 2.3	Explore opportunities to establish a community garden or eco-learning center to provide opportunities for cross-generational interactions and education	
Beautification-Placemaking 1.2	Implement gateway features throughout the City and at entrances into the City in accordance with FDOT requirements	FDOT, Forward Pinellas
Beautification-Placemaking 1.5	Create an entry/arrival sign into Madeira Beach at key locations	
Beautification-Placemaking 1.6	Implement unique lighting features under the John's Pass Bridge in coordination with FDOT	FDOT, Forward Pinellas

Long-Term Strategies

The following are long-term strategies anticipated for the City and partners to implement in 10 years and beyond.

Strategy ID #	Strategy	Partnerships
Transportation-Mobility 1.5	Redesign the intersection of Tom Stuart Causeway and Duhme Road to increase pedestrian/bicycle safety and add gateway signage to announce entry into Madeira Beach City limits	
Transportation-Mobility 2.7	Coordinate with Forward Pinellas and Pinellas County on proposed multimodal improvements to Duhme Road to include multimodal improvements and increased access	Forward Pinellas, Pinellas County
Transportation-Mobility 3.2	Construct a multi-use beach trail from John's Pass to the northern City limits	FDOT, Forward Pinellas
Transportation-Mobility 3.3	Provide multimodal connections to the Pinellas Trail on Tom Stuart Causeway	FDOT
Sustainability-Resiliency 1.6	Explore elevating public infrastructure and facilities in areas most vulnerable to flooding (E.g., City Hall, Gulf Beaches Public Library, Post Office, seawalls, 140th Ave, and other vulnerable local roadways)	
Parks, Recreation, Public Spaces 2.2	Seek property to construct an aquatic center or public pool	
Parks, Recreation, Public Spaces 2.4	Increase the supply of City-owned land to be used as public spaces	

Priority Projects

The priority projects are identified as key projects to help the City achieve the vision of the Master Plan. These projects range from short-term implementation to long-term implementation. These projects seek to achieve more immediate needs and desires of the community while also prioritizing the future vision and growth of the City. As the City accomplishes these projects, new priorities may be identified to continue progress in achieving the goals outlined in the Master Plan.

The high priority projects include (in no particular order):

SHORT-TERM

- Conduct a safety study for Gulf Boulevard and 150th Avenue/Tom Stuart Causeway including speed limit reduction
- Update off-street parking code in certain zoning districts to provide more flexibility for development and redevelopment
- Conduct a connectivity and access study for John's Pass Village
- Construct multimodal and safety improvements on Duhme Road and Duhme Road/150th Avenue intersection
- Develop a citywide parking strategy
- Develop a "look-book" of desired architectural design elements that can be incorporated into new development to meet the character of the City
- Conduct a Parks, Recreation, and Open Space Master Plan
- Correct land use designations on the City's future land use and zoning map so that public property can be preserved for recreation, open space, and institution purposes
- Establish a small-business assistance program to support new and local businesses to update exterior facades and landscaping, funded through City run program
- Develop citywide economic development strategy in partnership with Pinellas County

Transportation and Mobility | Sustainability and Resiliency | Development and Redevelopment | Economic and Business Development | Parks, Recreation, and Public Spaces | Beautification and Placemaking

MID-TERM

- Through amendments to the City's LDRs, consider requiring developments along certain roadways (e.g., Gulf Boulevard, Madeira Way, 150th Avenue/ Tom Stuart Causeway, Duhme Road, Village Boulevard, 129th Avenue W, and Fisherman's Alley) to provide pedestrian-oriented uses, such as retail, restaurants, cafes, museums, etc.
- Construct more accessible and connected shared-use paths, trails, and protected/separated bike lanes
- Construct additional public restroom facilities at key locations, such as R.O.C. Park, John's Pass Village, and the public beaches
- Install shade structures, such as shade sails and pavilions, in public parks
- Implement gateway features throughout the City and at entrances into the City in accordance with FDOT requirements

LONG-TERM

- Reconstruct and elevate the Gulf Beaches Library
- Implement a multimodal connection on 150th Avenue/Tom Stuart Causeway and connect to the Pinellas Trail
- Establish a transit/transfer connection to Alt. 19 premium transit route
- Construct a multi-use beach trail from John's Pass to the northern City limits
- Increase the supply of City-owned land to be used as public spaces

Transportation and Mobility | Sustainability and Resiliency | Development and Redevelopment | Economic and Business Development | Parks, Recreation, and Public Spaces | Beautification and Placemaking

Funding

Madeira Beach has several avenues it can pursue to fund future projects, especially those aligned with its Master Plan goals for infrastructure, sustainability, and economic development. A full matrix of potential funding opportunities is included in **Appendix D**. Funding mechanisms and grant opportunities should be continuously monitored so infrastructure improvements can be programmed as funding becomes available. Some of the most viable funding strategies include:

- **Local, State and Federal Funding**: Federal funding for infrastructure, housing, safety and economic revitalization in eligible areas could be achieved by applying for grants such as:
    1. Forward Pinellas Grants
    2. Community Development Block Grants (CDBG)
    3. Florida Department of Environmental Protection (FDEP) Grants
    4. Better Utilizing Investments to Leverage Development (BUILD) Grant
    5. FloridaCommerce Community Planning and Technical Assistance (CPTA) Grant
- **Public-Private Partnerships:** Encourages private investment while leveraging city-owned land and infrastructure.
- **Tourism and User Fees**: Revenue from tourism-related services can be reinvested into public amenities through parking, marina, and event fees. City impact fees and zoning updates may generate funds from new developments to fund culture and recreation, and public safety projects and services.
- **Multimodal Impact Fees**: Utilize the shared County impact fees to fund transportation plans and projects.

Next Steps

Implementation of the new Master Plan goals, objectives, and strategies will require continuous, short -, mid-, and long-term actions. There will need to be continuous collaboration and partnership between the City, Forward Pinellas, PSTA, FDOT, Pinellas County, as well as the private sector, community-based organizations, and local partners. While many of strategies require actions from the City, it is also the responsibility of all residents, visitors, businesses, and stakeholders within Madeira Beach to advance the goals outlined in this Master Plan. Together, Madeira Beach will continue to rebuild, thrive, and remain a desirable place to live, visit, and do business.

WHAT CAN RESIDENTS DO?

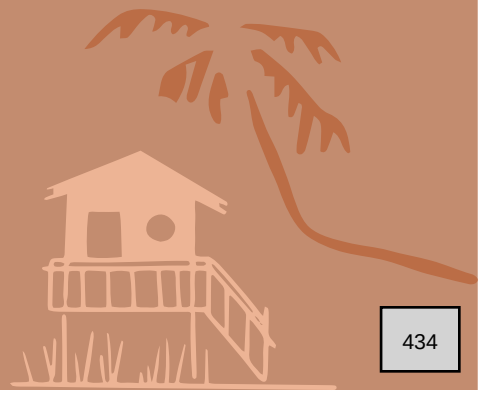
Madeira Beach is a very engaged community with passionate residents and business owners. This plan was developed alongside the community who is eager to achieve these goals. As residents and community members, you can help achieve the Master Plan goals by participating in the following:

- Participate in public engagement events for City plans and projects
- Support sustainability and environmental initiatives by using environmentally-friendly materials and proper recycling
- Join local committees or advisory boards related to planning, environment, or development
- Stay Connected with City Staff and City happenings by signing up to participate in the Citizens Academy
- Attend City Commission and Planning Commission meetings
- Report issues or concerns to City Departments
- Support the local economy by shopping at local stores and businesses and supporting local artists
- Use alternative modes to driving like walking, biking, or using public transit to reduce traffic and pollution
- Volunteer with the Trash Pirates of Madeira Beach and/or Trash Turtles to keep the City and Gulf beaches clean

APPENDICES

Appendix A

EXISTING CONDITIONS



EXISTING CONDITIONS

Parks, Open Space, and Public Beaches

The City of Madeira Beach is a barrier island community bounded by the Gulf of Mexico to the west and Boca Ciega Bay to the east, with access from Gulf to Bay through John's Pass at the Southern Border of the city. While only two miles long, Madeira Beach shares access to the towns of Redington Beach to the north and Treasure Island to the south. While beach access and water access is plentiful, there are only seven named public parks in the area, ranging in size and varying in location throughout the City. The highest concentration of park space is clustered near the center of the city adjacent to Gulf Boulevard and Tom Stuart Causeway. The majority of residential neighborhoods in Madeira Beach are relegated to the finger shaped islands in Boca Ciega Bay, which were created with fill and dredging spoils over decades of development in the area. Within many of the neighborhoods, there are a series of 13 different pocket parks and open green spaces with a range of amenities including bench seating, dog waste stations, and garbage receptacles.

PARKS, OPEN SPACE, AND PUBLIC BEACHES MAP

Public Facilities

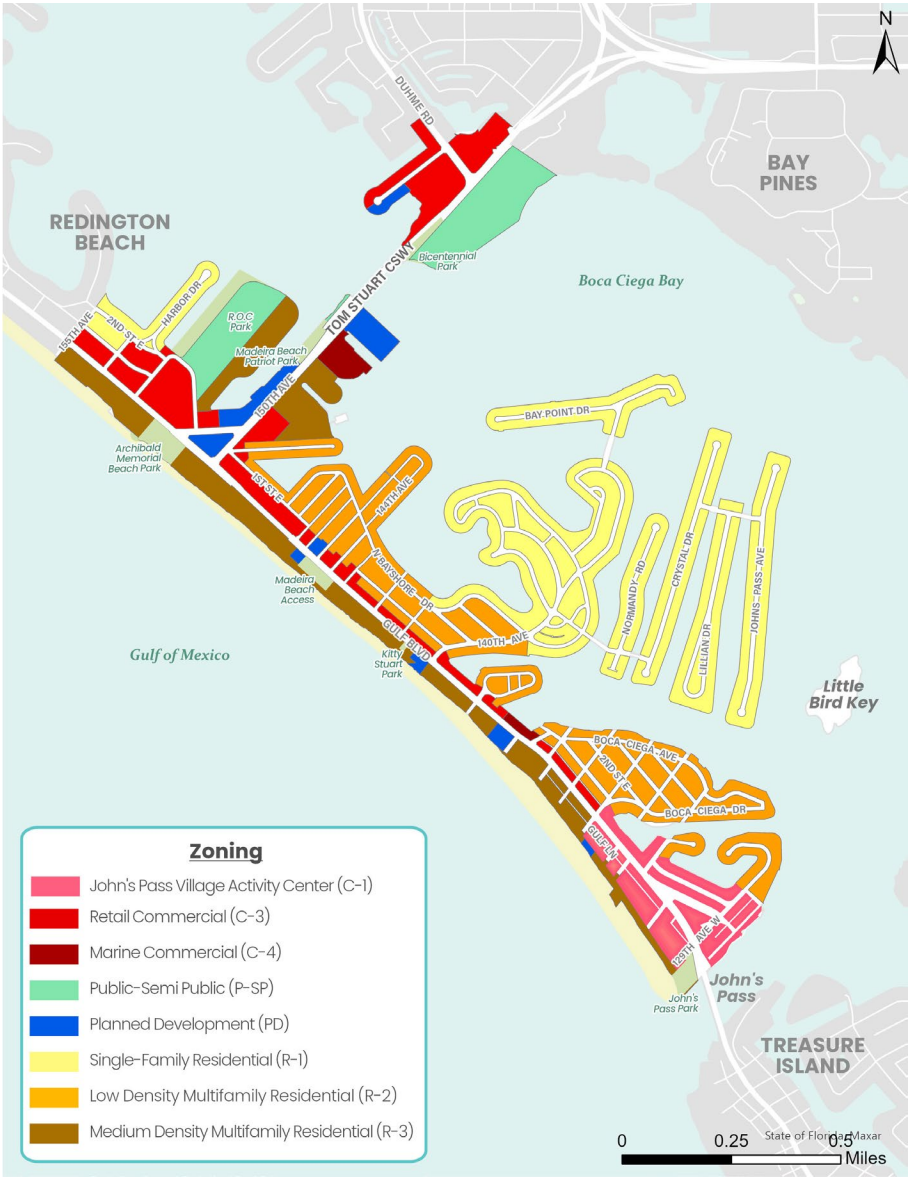
The public facilities and municipal services of Madeira Beach are centrally located in the City, sharing space with the largest public park, Remember Our Children (R.O.C) Park. The only public school located in the City is Madeira Beach Fundamental K-8, which is located on the mainland. Madeira Beach's designation as a barrier island community has encouraged frequent beach access points throughout the city. With 17 designated beach access points, five locations have full access with accompanying parking spaces, with one location having only limited beach access.

PUBLIC FACILITIES MAP

Zoning

The zoning districts present in Madeira Beach include unique districts such as John's Pass Marine Commercial and Marine Commercial, due in part to the City's location along two major water bodies. While the majority of the zoning districts in Madeira Beach capture residential uses such as Single Family Residential, Low Density Multifamily Residential, and Medium Density Multifamily Residential. Retail Commercial and Medium Density Multifamily Residential is prolific along the main corridors of the City.

ZONING MAP



Existing Land Use

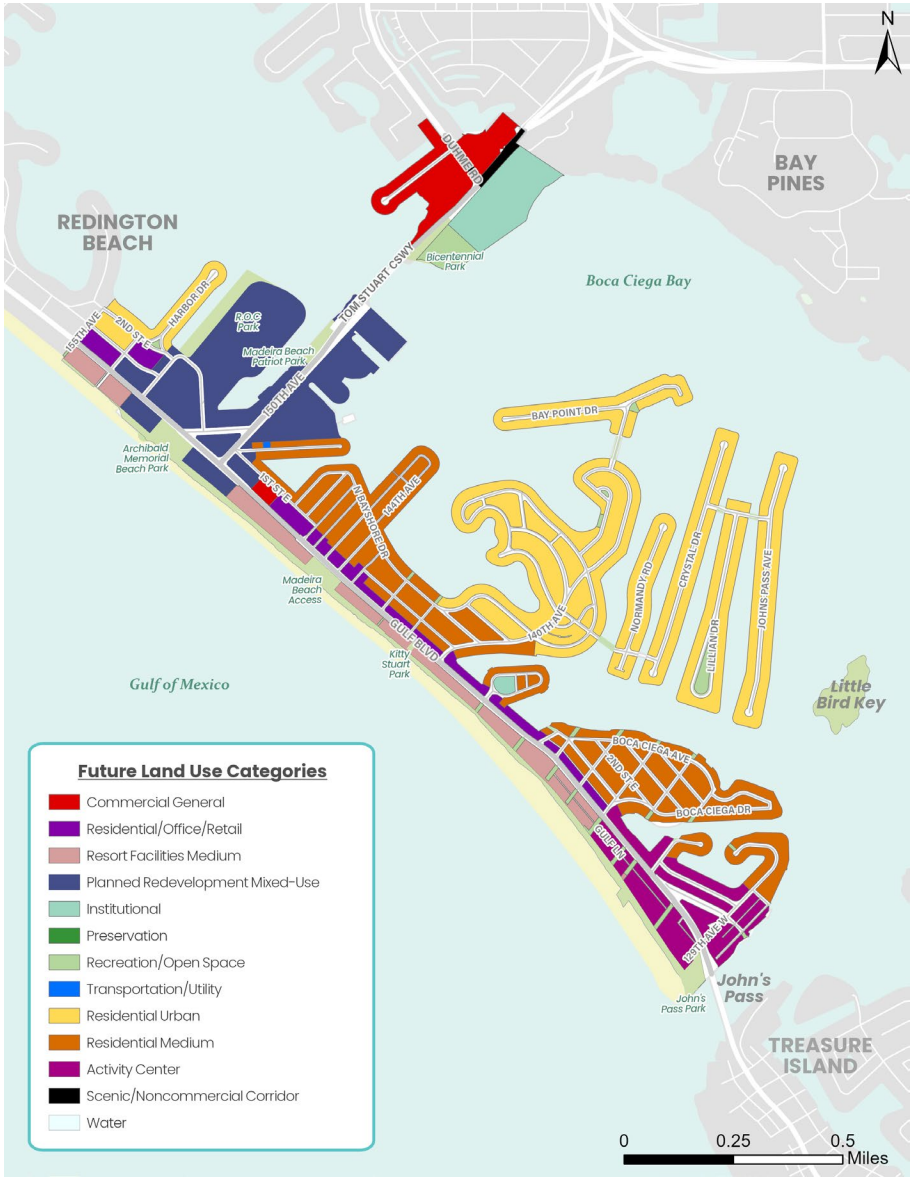
The existing land use varies across the City, ranging from retail/office, hotel/lodging, residential, and environmentally sensitive/submerged land. The majority of uses that are most prevalent in the City are residential, and followed by retail/office and hotel/lodging land uses which are concentrated along Gulf Boulevard and 150th Avenue/Tom Stuart Causeway.

EXISTING LAND USE MAP

Future Land Use

The Future Land Use categories are codified within the City's Comprehensive Plan and establish the adopted land use framework that guides development. These categories reflect the existing development pattern and serve to balance development needs with environmental preservation, economic growth, and the community's distinctive character. Non-residential Future Land Use designations are primarily located along the City's main corridors.

FUTURE LAND USE MAP



Countywide Plan Future Land Use

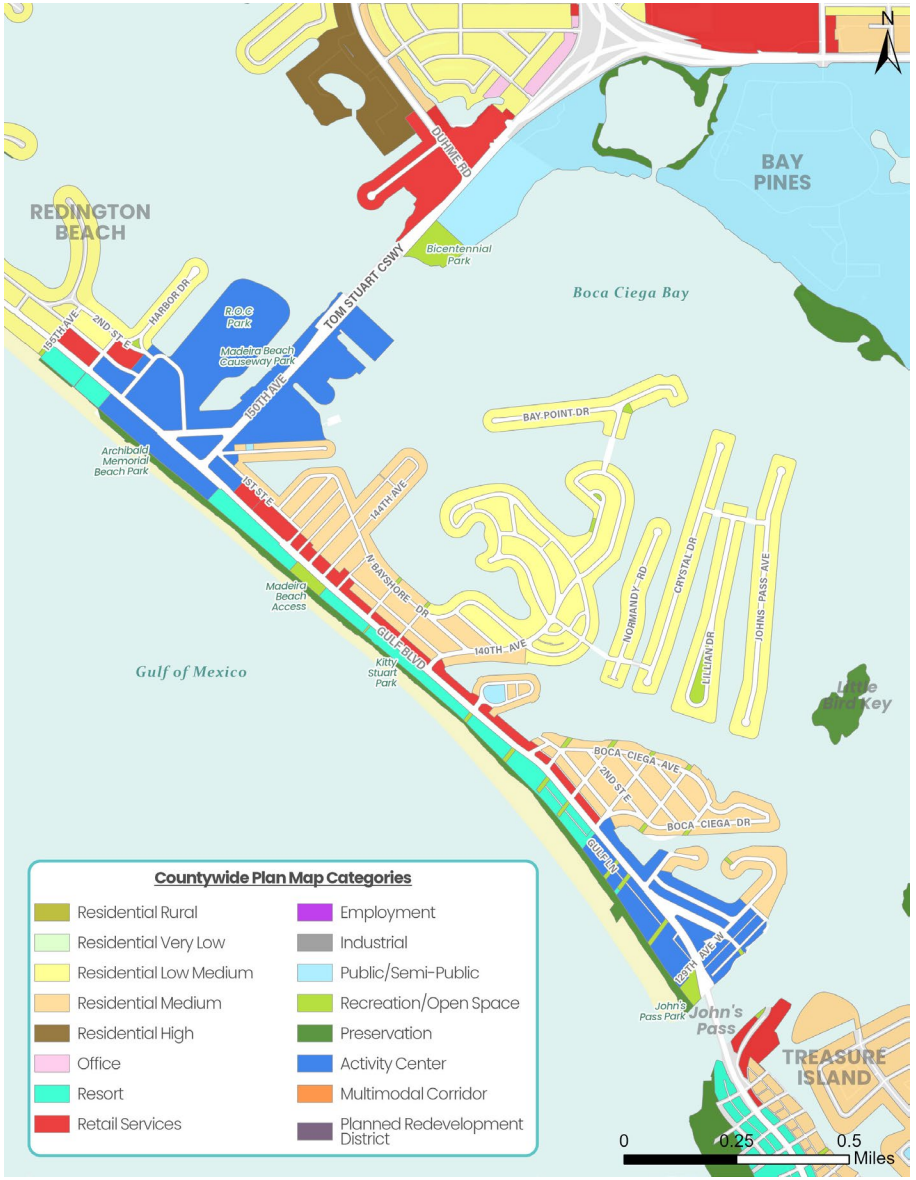
The Future Land Use Map defines the desired pattern of commercial, residential, industrial, public, and environmental land in the County, as established in the Countywide Plan for Pinellas County. There are two activity centers located in Madeira Beach: John's Pass Village and Town Center. Activity centers were designated by Forward Pinellas as locations for compact development, mix of uses, and transit-oriented development patterns and places to attract businesses, workers, and visitors. Activity centers allow for greater density and intensity to achieve this vision. The John's Pass Activity Center is classified as a Neighborhood Center which includes the following standards:

- Acreage Range = 20 to 500 Acres
- Maximum Residential Density = 60 Units Per Acre
- Maximum Temporary Lodging Density = 100 Units Per Acre
- Maximum Nonresidential or Mixed-Use Intensity = 2.0 FAR

The Town Center Activity Center is classified as a Community Center which includes the following standards:

- Acreage Range = 50 to 500 Acres
- Maximum Residential Density = 90 Units Per Acre
- Maximum Temporary Lodging Density = 150 Units Per Acre
- Maximum Nonresidential or Mixed-Use Intensity = 3.0 FAR

COUNTYWIDE FUTURE LAND USE MAP



Transportation - Bicycle

Existing bicycle facilities in the City are limited and include standard bike lanes and shared lane markings. While a dedicated bike lane run the length of Gulf Boulevard from John's Pass Bridge to Archibald Memorial Park, it becomes a shared lane to 155th Avenue. There are currently no designated, direct bike lanes near the City's municipal buildings or R.O.C. Park. Planned bicycle facilities from the Advantage Pinellas LRTP include a community trail with the addition of bike lanes across the Tom Stuart Causeway and 150th Avenue. Duhme Road is also identified to have new bike lanes constructed in FY 2036-2040.

BICYCLE FACILITIES MAP

Transportation - Pedestrian

Pedestrian facilities in the City include sidewalks adjacent to major roadways such as Gulf Boulevard, 150th Avenue, and Tom Stuart Causeway. Gulf Boulevard has mid-block crossings in the form of primarily Rectangular Rapid Flashing Beacons (RRFBs) to provide safe and improved connectivity for pedestrians. There is limited signalized and marked crossings on 150th Avenue and Tom Stuart Causeway which makes access and connectivity challenging for pedestrians on this corridor. These major roadways provide access to most of the City's beaches, parks, and activity centers. While there are some sidewalks present in residential neighborhoods, the distribution is sporadic and not well connected. Gaps in sidewalk connectivity are prevalent in other areas of the City and are notable around City-owned buildings and R.O.C. Park. While there are sidewalks present at Patriot Park's waterfront trail, access from other major destinations in the City don't offer continuous access to this location.

PEDESTRIAN FACILITIES MAP

Transportation - Transit

Madeira Beach is serviced by Pinellas Suncoast Transit Authority (PSTA) which has four total routes. These routes include routes 18, 38, 68, and Suncoast Beach Trolley. The bus routes and stops in Madeira Beach follow both state roads, Gulf Boulevard and 150th Avenue. There are 38 stops in the City, located on Route 68, Route 18, and along the Suncoast Beach Trolley Route, with an upcoming change to Route 38, offering connectivity from Madeira Beach to Downtown St. Petersburg. The current bus stops are evenly distributed and are present at both activity centers and along the Tom Stuart Causeway. Stops are also present near beach access points and the major parks in the City. While some transit stops include seating, shelter, and wayfinding signage, the majority of stops only include signage with no accompanying seating or shade structures.

TRANSIT FACILITIES MAP

Transportation - Traffic Volume and Level of Service (LOS)

Traffic volumes in Madeira Beach remain high due to the presence of major, state-owned roads, like Gulf Boulevard and the Tom Stuart Causeway, which provide crucial connections in and out of the City. The Annual Average Daily Traffic (AADT) data records daily traffic and roadway usage for an entire year. In 2023, approximately 30,000 vehicles passed through the intersection of Gulf Boulevard and 150th Avenue. The AADT remains higher on Gulf Boulevard, showing that 26,000 AADT was reported near the Madeira Beach Access parking lot. The Level of Service (LOS) classification does not exceed D, indicating the moderate presence of traffic on Madeira Beach's roadways and the roadways are operating as designed.

ROADWAY AADT AND LOS MAP

5-Year Crash Analysis - Overview

Five-year crash data from Forward Pinellas (2018-2023) was reviewed to understand trends, areas of concern, and locations for potential safety improvements. During this five-year period, a total of 365 crashes occurred within the City limits. The highest density of crashes was located at the intersections of Duhme Road and Tom Stuart Causeway (near Madeira Beach Fundamental), 150th Avenue and Gulf Boulevard, as well near the intersection of 129th Avenue W, adjacent to John's Pass Village and John's Pass Boardwalk on the southern end of Gulf Boulevard. A total of 21 fatal and serious-injury crashes occurred during this five-year period. While the majority of these crashes were classified as serious-injury crashes, two crashes were reported as fatal which occurred on Gulf Boulevard at the intersections of 137th and between 150th Avenue and Madeira Way. There is a higher concentration of crashes located on Gulf Boulevard when compared to other roads in the City, as this contains popular tourist destinations and is the primary roadway which provides access to many of the City's neighborhoods.

5-YEAR CRASH HEAT MAP

5-Year Crash Analysis - Crash Types

The five-year crash data revealed that an overwhelming majority of crashes were rear-end vehicle crashes (220), with the next highest type of crash as angle (78) crashes. The density of vehicle crashes were overwhelmingly located along Gulf Boulevard and Tom Stuart Causeway, while some crashes of various types were located in neighborhoods. Pedestrian and bike crashes were almost exclusive to Gulf Boulevard, indicating that while this is a highly traveled corridor, it does not provide the protection needed for vulnerable roadways users.

5-YEAR CRASHES BY TYPE MAP

5-Year Crash Analysis - Bicycle and Pedestrian

Bike and pedestrian crashes in Madeira Beach are primarily located along Gulf Boulevard and near activity centers, such as John's Pass Village, Town Center, and near beach access locations. Both bike and pedestrian crashes typically occurred near signalized intersections and mid-block crossings along Gulf Boulevard.

5-YEAR BICYCLE AND PEDESTRIAN CRASH MAP

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Appendix B

RELEVANT PLAN REVIEW

Existing Plan Review

In developing the new Master Plan for Madeira Beach, community input was considered alongside various studies and plans. These documents offer valuable information to guide the creation of the new Master Plan. With many of these plans offering insight into shaping the future of Madeira Beach with design standards, activity centers, and upcoming capital improvement projects, these existing plans highlight the foundational progress that Madeira Beach has been striving to achieve. The following plans are reviewed in this section, followed by a brief summary of planned improvements and upcoming projects in the City:

- ***FDOT Tentative Work Program District 7***, FY 2026-2030
- ***City of Madeira Beach Annual Operating and Capital Budget***, FY 2024
- ***John's Pass Village Activity Center Plan***, City of Madeira Beach, March 2024
- ***Watershed Evaluation for the City of Madeira Beach Watershed Management Plan (WMP),*** prepared by Advanced Engineering and Design, April 2023
- ***City of Madeira Beach Community Resilience Planning,*** University of Florida, April 2021
- ***Advantage Pinellas 2050 Long Range Transportation Plan (LRTP),*** Forward Pinellas, November 2024
- ***Madeira Beach Town Center Special Area Plan***, City of Madeira Beach May 2014

FDOT Work Program District 7, FY 2026-2030

The purpose of the ***FDOT Work Program for District 7*** is to function as a readily available catalog of current and future FDOT managed projects in a five-year span. The 2026 - 2030 FDOT Work Program identifies several projects in the City of Madeira Beach. The most immediate project is located at the intersection of Duhme Road/113th Street from Tom Stuart Causeway to SR 688/Ulmerton Road. Centered on arterial traffic management, it has already entered the construction phase, pulling equal amounts of funding from both local and state sources, totaling $2,932,400 in construction costs. While still in the engineering phase, a traffic signal update is also proposed for FY 2029, located on Gulf Boulevard intersection at the Tom Stuart Causeway to 153rd Avenue. Both of these projects contribute to enhancing roadway safety in Madeira Beach.

PROJECT NAME	DESCRIPTION	EST. COST	TIMEFRAME
Bridge Repair	PINELLAS COUNTY MOVABLE BRIDGE REPAIR - #150028,150030 SB & 150135 NB	$4.3m	Adopted - FY 2027
Resurfacing	SR 699/TOM STUART CSWAY FR SR 699/GULF BLVD TO ALT US 19/SR 595	$5.1m	Adopted FY 2026
Arterial Traffic Management	DUHME RD/113TH ST FROM SR 666/TOM STUART CAUSEWAY TO SR 688/ULMERTON RD	$1.7m	Adopted- FY 2026
Traffic Signal Update	SR 699/GULF BLVD FROM TOM STUART CAUSEWAY TO 153RD AVE 439517-1	$492,000	Adopted -FY 2029

City of Madeira Beach Annual Operating and Capital Budget, FY 2024, signed September 2023

The City maintains a positive financial position as indicated by healthy fund reserves and increases in major revenue streams as indicated by increased visitor counts and rising real estate property values. Many of the projects outlined in the Operating and Capital Budget FY 2024 will be breaking ground in Fall 2024. The plan firmly reiterates these projects as a way to shore up existing infrastructure, increase financial stability and increase human capital.

KEY TAKEAWAYS:

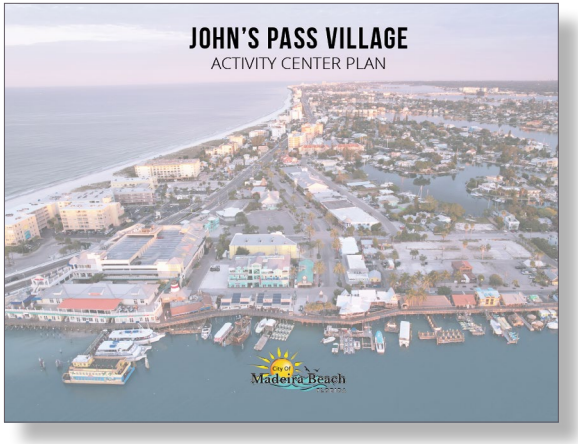
- Marina revenue projected gross profit in 2024 is $1,300,000.
- Engineering and construction costs have been allocated for a future parking garage, helping to address the need for more parking.
- Parking Lot Light repair is also listed as a future endeavor, making the case for updating the City's lighting design standards and retrofitting of sea turtle friendly lighting.

CURRENT AND UPCOMING PROJECTS

The following projects are included in the City's five-year Budget plan for FY 2024-FY 2030

- Dog Park improvements have been approved with a budget of $200,000 for FY 2024, which includes synthetic turf and other features.
- The Stormwater Fund is the biggest expense in FY 2024 at $8,395,000, almost all of which is going towards drainage and roadway improvements. The five-year budget projection has the majority of large-scale projects under this category, which aim to address current and future resiliency measures.
- $1,500,000 is being allocated to a new Public Works and Building Services facility, as well as $3,000,000 for a new parking garage in 2024.
- John's Pass maintenance dredging is estimated at around $1,500,000 for 2024.
- $100,000 will go towards a concession stand and basketball court facility on the existing tennis court location as well as increased size of restrooms and enclosure of courts to expand program offerings.
- FY 2024 Marina Improvements include $460,000 for transient docks, a seawall project, and a digital information sign. The Archibald Fund expenditures for FY 2024 are valued at $4,835,000, and this includes Beach Groin Replenishment at $3,500,000(50% match grant with FDEP).

John's Pass Village Activity Center Plan, March 2024



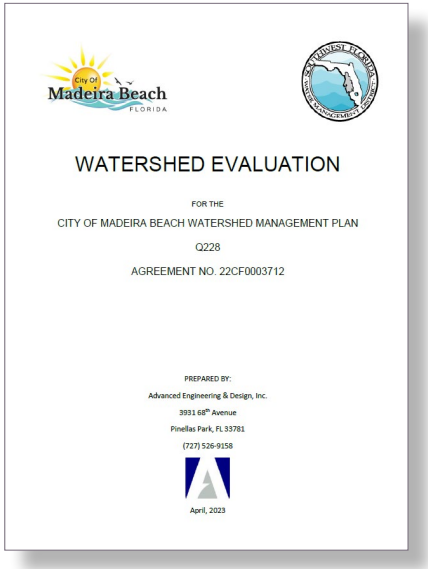
The *John's Pass Village Activity Center Plan* was presented as an amendment to the Future Land Use Map and Countywide Plan Map as a comprehensive endeavor to memorialize the "character and function of this tourist, commercial, and cultural center and to provide for future enhancement and revitalization." This plan highlights the need to embrace an already established tourist and commercial center.

RELEVANCE TO THE MASTER PLAN

Key objectives and outcomes from the plan include:

- Creation of the Future Land Use Element of the City Comprehensive Plan to establish and Activity Center Future Land Use Plan map category
- Adoption of the Activity Center Plan and corresponding amendment of the Future Land Use Map to place the Activity Center category on the map
- Amendment of the County Wide Plan Map to establish the Activity Center (Neighborhood Center) Plan Category on the Countywide Plan Map and the Land use Strategy Map
- Enhanced the City's Land Development code to establish Activity Center and Character District zoning standards to administer and implement the Activity Center Plan
- Reconciling past land-use inconsistencies while providing a framework for future development and enhancements within John's Pass Village

Watershed Evaluation for the Management Plan, prepared by Advanced Engineering and Design, April 2023



The City of Madeira Beach has been utilizing a Stormwater Master Plan since 2000. Subsequent reevaluations of that plan expanded the City's island adjacent watershed limits to include any captured runoff that entered via interconnected stormwater systems along Gulf Boulevard. This newly updated version of *Watershed Management Plan* reflects the effort to effectively document the pre-existing stormwater inventory with additional updates. Some of the key data points conveyed in the report are as follows:

- The City's municipal boundaries fall entirely within the Special Flood Hazard Area, as identified by FEMA.
- All of the stormwater discharges exclusively to tidally impacted waters, which include Boca Ciega Bay and the Gulf of Mexico. Tidal fluctuations within these receiving waters directly impact system performance and often times establishes the "starting point" in which all functionality measures are evaluated.
- The City's watershed predominately consists of structures for stormwater collection and piping for stormwater conveyance. There are very few open conveyance systems (e.g., swales, ditches, and channels), the open conveyances within the City are smaller swales focused on conveying localized runoff. Neither ditches nor channels exist within this highly urbanized watershed
- 94.46% of all soil in Madeira Beach is classified at "C" rating ("A" has the highest potential for infiltration and low runoff). 5.54% of the soil has a "D" rating (low infiltration and high runoff potential).

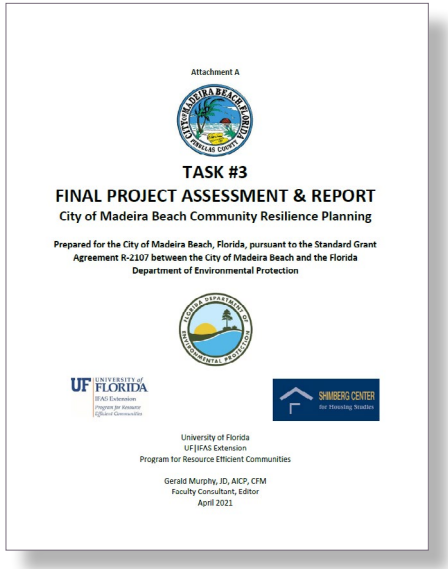
2018 Flooding in Madeira Beach (City of Madeira Beach)

RECOMMENDATIONS / OBJECTIVES / STRATEGIES

The Watershed Evaluation's function as a hydrological and engineering report update to the previous Stormwater Master Plan offers a broad look at the stormwater inventory of Madeira Beach as a companion to updating the Watershed Master Plan. The insight offered in this report covers generalized information regarding the current and predicted state of stormwater conveyance within the Madeira Beach watershed.

As a barrier island, stormwater system effectiveness directly correlates to the tidal condition, therefore the City would experience performance decreases should sea levels continue to elevate. Assessing stormwater system resiliency by evaluating sea level rise projections may assist in long term planning. Ownership of stormwater facilities is maintained by the City and the Florida Department of Transportation.

City of Madeira Beach Community Resilience Planning, University of Florida, April 2021


Attachment A

TASK #3

FINAL PROJECT ASSESSMENT & REPORT

City of Madeira Beach Community Resilience Planning

Prepared for the City of Madeira Beach, Florida, pursuant to the Standard Grant Agreement R-2107 between the City of Madeira Beach and the Florida Department of Environmental Protection

University of Florida
UF|IFAS Extension
Program for Resource Efficient Communities

Gerald Murphy, JD, AICP, CFM
Faculty Consultant, Editor
April 2021

The final project assessment and report of the City of Madeira Beach Community Resilience Planning initiative was a collaborative effort between the Florida Department of Environmental Protection and the University of Florida. The report summarizes the identified vulnerabilities and the proposed enhancements that would sustain Madeira Beach's efforts to mitigate the effects of increasing environmental pressures. Some of the key takeaways from the report restated the urgency for resiliency as it relates to existing infrastructure, buildings, and policies.

The City of Madeira Beach is prone to flash floods due to the intensity of the thunderstorms, extent of urbanized impervious surfaces, and the limitations of the City's stormwater management system. Stormwater improvements are a high priority and are addressed in conjunction with recommendations for policy and strategic options. A vulnerability analysis was conducted as part of this plan, which measured the impact of sea level rise and identified the people, infrastructure, and land uses that could be affected in the process.

RECOMMENDATIONS / OBJECTIVES / STRATEGIES

The general findings and recommendations of the report include:

- The Peril of Flood Legislation passed in 2015 requires that future redevelopment must comply with the outlined principles that eliminate inappropriate and unsafe development in coastal areas.
- Due to the built-out conditions of least vulnerable land, the most feasible options for future land development and redevelopment policies and strategies include elevating structures, reducing the max impervious surface area permitted, increasing draining retention capacity, and strategies for geographic mobility.
- Engineering strategies proposed in this plan included the implementation of living shorelines, elevating state roads and City streets, increasing the conveyance capacity of the City's stormwater management system, and the flood proofing of critical infrastructure components where feasible.
- Vertical mitigation will not likely provide an adequate strategy for the most susceptible focus areas. While vulnerable structures could be elevated during reconstruction in these areas, it may not be possible to effectively strategize the stormwater management challenge to achieve relatively convenient, healthy, and safe access and living conditions.
- Sanitary sewer, stormwater, street and road impacts pose the most significant infrastructure concerns and are similar in extent to the impacts within the neighborhoods.

Advantage Pinellas 2050: Long Range Transportation Plan (LRTP), Forward Pinellas, Adopted November 2024

Advantage Pinellas presents the integration of land use and transportation plans in a long term plan in order to both mitigate currents issues and enhance community goals through efficient transit. Some of the goals in the plan are as follows:

- Create and sustain attractive and unique destinations
- Develop and sustain a resilient community
- Invest in transportation projects that promote safe and healthy communities
- Support projects that provide for strong economic opportunities
- Achieve the land use and economic development vision of the Forward Pinellas Countywide Plan and the vision of other regional plans related to economic development, climate/environment and land use through
- Strategic, collaborative, and sustainable investments in the transportation network
- Achieve an efficient, effective, equitable, safe and complementary multi-modal transportation network in Pinellas County and throughout the Tampa Bay region that provides viable travel options for all

RECOMMENDATIONS / OBJECTIVES / STRATEGIES

Advantage Pinellas works to connect travelers that span various generations, socioeconomic backgrounds and abilities. The plan also leverages input from State and local leaders to tackle the ever-changing urban landscape of Pinellas County. After four years of public outreach regarding the creation of this plan, six advantages that already exist in Pinellas County were used to guide the creation of the LRTP, helping to align and strengthen the goals of the LRTP when implemented. These advantages listed below also echo the concerns voiced by Madeira Beach community members as well.

- Attractive and unique destinations
- A resilient community
- Safe and healthy communities
- Strong economic opportunities
- A collaborative vision for the future
- Mobility and accessibility for everyone

As part of the LRTP, a proposed community trail project is listed as an Initial Priority Corridor List, connecting the Pinellas Trail to the Bay Pines Trail over the Tom Stuart Causeway to Gulf Boulevard.

Madeira Beach Town Center Special Area Plan, City of Madeira Beach, updated May 2016

The features of the *Madeira Beach Town Center Special Area Plan* created with the future of Madeira Beach in mind, aimed at rethinking the approach to place making as it relates to the Town Center. The plan lays the groundwork for reviving a cohesive vision for the areas of Madeira Beach that truly capture the City's ideal depiction. Some of those key goals include:

- Create a unique sense of place for the Town Center
- Promote a wide variety of uses to create an activity center for both local residents and tourist alike
- Set a standard for urban design so new development and redevelopment contribute to the public realm
- Promote redevelopment of older properties that contribute to the quality of urban design
- Improve multimodal access to major destinations within the Town Center
- Increase connections and access to parks, ensuring water views are preserved.

Within those outlined goals, the implementation strategy of land development regulation lays out the five different districts that are to be utilized, along with the creation of the new zoning category of Town Center (TC-1), which would require mixed-use development along with greater temporary lodging densities and intensities than allowed in other zoning districts within the City.

Appendix C

COMMUNITY ENGAGEMENT

COMMUNITY ENGAGEMENT

From May 2024 to July 2025, the City conducted community engagement to better understand the community's vision for Madeira Beach. The engagement for the new Master Plan included an interactive online comment map, two online surveys, three community workshops, stakeholder meetings, and four pop-up events. The City used a project webpage, social media, City Commissioners, and emails to promote the online surveys, comment maps, and workshops.

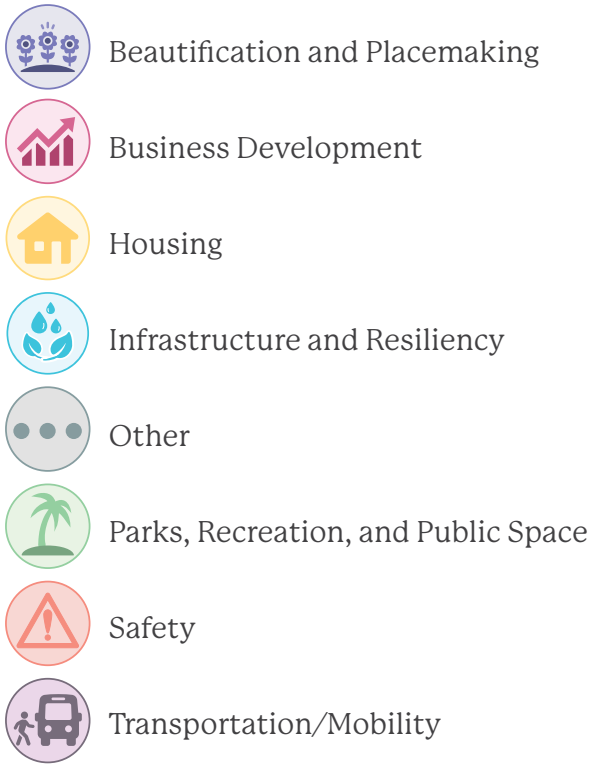
Interactive Online Comment Map

The interactive online comment map was open from May 2024 to June 2025. Users were asked to provide comments for specific locations in the City related to various elements in the Master Plan, shown to the right.

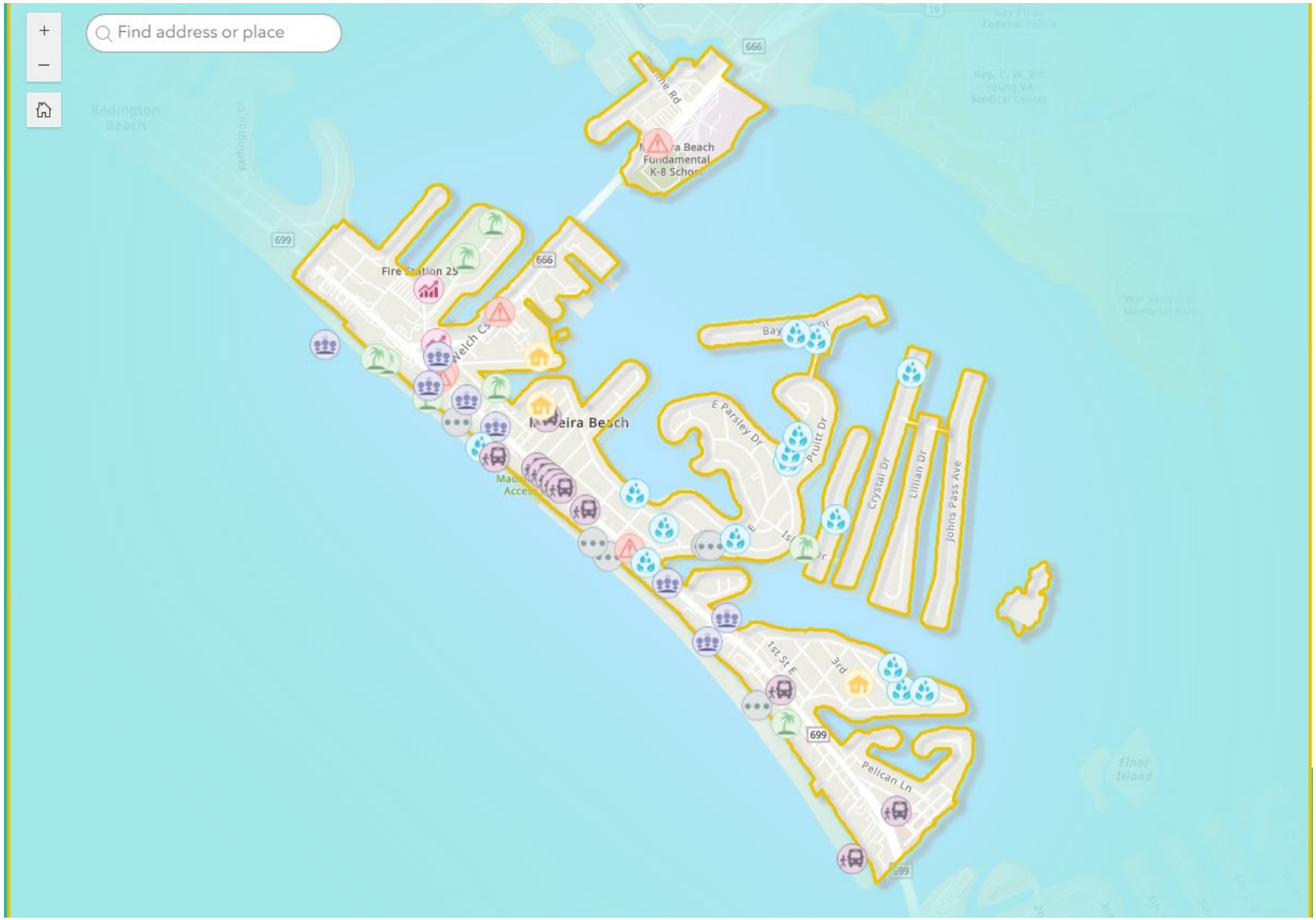
As a supplement to the online surveys and community engagement meetings, an interactive online map allowed participants to provide their input on existing conditions and future opportunities in the City. Participants could place markers and make comments about ideas and concerns in any area of Madeira Beach. In total, the interactive comment map received 58 responses across the six categories of the Master Plan and additional topics such as safety and housing. The following is a summary of the distribution of comments received, ranked according to the number of comments received.

- **Transportation/Mobility** – Most comments focused on increasing walkability around the City, adding bike lanes and bike facilities, and reducing car-centric infrastructure, particularly along Gulf Boulevard.
- **Sustainability and Resiliency** – Many concerns about flooding, drainage issues, and the need to underground utilities were distributed throughout the comment map.
- **Beautification and Placemaking** – Requests for more trees, landscaping, and cohesive architectural design through out the City.
- **Parks, Recreation, and Public Spaces** – Suggestions for improved beach access, more parks and green spaces in neighborhoods as well as additional recreational facilities across the City.
- **Safety** - Pedestrian safety and traffic calming measures were common themes, once again citing the need to reduce the speeds on Gulf Boulevard.
- **Housing** - The regulation of short-term rentals is top of mind when it comes to housing issues in the City.
- **Economic/Business Development** – Calls for more local businesses and community events.

INTERACTIVE MAP COMMENT CATEGORIES



INTERACTIVE ONLINE COMMENT MAP



Survey #1: Community Visioning

July 2024 – October 2024

77 Total Responses

Survey #1 included questions to better understand the Madeira Beach community. Questions included what the respondent's relationship is to the City, how long they have lived in Madeira Beach, and if not a resident, why do they visit the City, and any opportunities they see for the future of Madeira Beach. Respondents who do not live in the City indicated they primarily come to Madeira Beach to shop, go to restaurants, attend events, and visit the beaches.

When asked to describe the City today and what they like about Madeira Beach, respondents provided a range of answers describing existing conditions and experiences. Below are a few responses that captured key themes:

- "A beautiful, friendly city that still has an old time Florida feel to it."
- "I love Mad Beach but feel it is becoming too busy- too many cars and too many condo/hotels."
- "We need to slow down development a bit."
- "The beautiful, clean beach. The old Florida feel of The Snack Shack, John's Pass and The Saltwater Hippie. The walk ability of the town."
- "Some areas in the city are not walkable or comfortable to walk."
- "I still think of Madeira Beach as a quaint, inviting and home."
- "The sense of pride in the community, the friendly neighbors.
- "I love our beaches and our commitment to restoring and protecting our sand dunes, turtles ,and sea bird."
- "ROC Park, the city is kept clean as well as the beaches."
- "Small town beachy feel yet close to all conveniences."

The survey also asked respondents what their vision is for Madeira Beach and what they would like to see more of in the future. Below are a few responses that captured key themes:

- "A destination beach town that maintained its old Florida character by growing responsibly."
- "A great little beach town geared towards permanent residents while welcoming visitors."
- "Classic, small-town feel, updated, but not too much. A place where you don't have to be rich to reside, vacation, and enjoy."
- "Casual, tropical beach town with lots of green spaces and locally owned businesses."
- "The City needs to promote logical, planned growth. This growth must protect businesses while acknowledging the needs of residence as well as taking into account environmental factors and societal needs."
- "Smart, responsible, and reasonable upgrades and development."
- "A peaceful, safe, well-kept residential neighborhood with some amenities for tourists, but not to the point that tourists vastly outnumber residents and overwhelm resources and roadways."
- "I would like to see Gulf Blvd reimagined/more well-kept with the addition of more outdoor bars and restaurants."
- "Less big business and high-rise condos. More parking for extra visitors."
- "The traffic needs to be controlled. There are several intersections around Gulf Blvd, Madeira Way, and 150th Ave that should be studied and redesigned to make it safer for pedestrians and cars. Also, any future development needs to provide adequate parking for that development."
- "I would like to see more law enforcement on the beach itself. Dogs, noise, glass, boats and jet skis, are rarely addressed, and this causes our quality of life as a resident to be minimized."
- "Greener medians and vegetation around town, a more balanced approach on residential and commercial needs, consistency in application or enforcement of building codes, limits on residential variances to keep better relationships between neighbors, more residential interaction from leaders."

The survey also asked participants what their major concerns were when thinking about Madeira Beach's future. A range of responses from housing, transportation, development, beaches, and parks spaces were touched on. Some of the key takeaways are below:

- Concerns for rising sea levels, flooding, and future storms
- Concerns that the City will turn to cater towards tourists and large chain restaurants and stores
- Concern about rapid growth and redevelopment
- Concern about vehicular traffic and parking
- Concern about the City's infrastructure and its ability to withstand storms and flooding
- Concern about the responsible allocation of City funds to projects that will benefit the residents, not just visitors

Lastly, respondents were asked which of the six focus areas were their highest priority. The top answers for the highest priority included:

1. Parks, Recreation, and Public Spaces
2. Beautification and Placemaking
3. Sustainability and Resiliency

The responses in this survey will help the project team identify a vision for Madeira Beach that is rooted in community ideas. This information will also help form strategies and projects to help achieve the City's Master Plan vision.

Survey #2: Community Visioning

March 2025 - June 2025

441 Total Responses

The second online survey of the Master Plan opened on March 28th, 2025, timed in conjunction with the project team's attendance at the John's Pass Seafood Festival as a community engagement pop-up event. The content of the second survey encompassed the goal statements and preliminary recommendations for each of the six areas of the Master Plan, while offering the community a chance to leave open ended feedback and gauge their priorities. The duration of the survey yielded 441 completed surveys by June 2, 2025, citing the tremendous outreach efforts conducted by the project team over social media, word of mouth, and email lists. The survey ended with a ranking of focus areas, ordered by priority by respondents. Development/Redevelopment ranked highest, with only a slight edge over mobility. While no single focus area ranked significantly lower than any of the others, public space and beautification ranked the lowest.

Some of the top community concerns and suggestions included the following:

Beach Access and Preservation

- Many respondents emphasized the importance of maintaining beach access for residents.
- Concerns were raised about overdevelopment and the loss of the "small beach town" feel.
- Suggestions included more beach walkways, better signage, and preserving natural dunes.

Parking

- Parking was one of the most frequently mentioned issues.
- Residents requested more parking for locals, better enforcement of parking rules, and clearer signage.
- Some suggested resident-only parking zones and reduced rates for locals.

Traffic and Mobility

- Traffic congestion, especially on Tom Stuart Causeway and Gulf Boulevard, was a major concern.
- Respondents called for better traffic flow, synchronized lights, and safer pedestrian crossings.
- There were mixed opinions on reducing speed limits and adding bike lanes.

Infrastructure and Flooding

- Numerous comments highlighted the need for improved stormwater drainage and sewer systems.
- Residents expressed frustration with the slow permitting process for rebuilding after storms.
- Suggestions included elevating roads, underground utilities, and better flood mitigation planning.

Development and Zoning

- Many respondents opposed high-rise developments and called for stricter zoning to preserve neighborhood character.
- There was support for limiting short-term rentals and maintaining height restrictions on new buildings.

Public Safety and Enforcement

- Calls for increased enforcement of beach rules (e.g., no dogs, no e-bikes).
- Requests for more visible police presence, especially during peak tourist seasons.

Beautification and Public Spaces

- Suggestions included more green spaces, public art, and improved landscaping.
- Some supported the idea of a boardwalk or amphitheater, while others prioritized basic maintenance and cleanliness.

At the end of the survey, respondents were asked how they would like to see the Master Plan recommendations implemented. Nearly 60% of survey takers ranked the strategy of City investiture in a larger number of small projects that were evenly distributed throughout the city versus fewer, large scale projects that could potentially have a greater impact.

Community Workshop #1 Summary

When: Thursday, June 27th, 2024 from 6 – 7:30pm

Where: Madeira Beach City Hall Chambers

Who attended: Residents, elected officials, the City Manager, and the project team (Community Development Department staff and Kimley-Horn staff)

Purpose: To inform those who live, work, and visit Madeira Beach about the new City Master Plan and receive feedback on the community's vision and ideas for improvements related to new development/redevelopment, transportation/ mobility, economic and business development, resiliency, public spaces, and beautification.

Event Summary

The Community Workshop was held in a round table format where the project team presented an overview of the Master Plan project and then led workshop attendees through a series of questions related to the Master Plan topic areas. Workshop attendees discussed each question posed by the project team at their tables and then shared key takeaways from their respective discussions with the whole group. The project team recorded responses, asked follow up questions, and encouraged attendees to fill out comment cards to capture feedback that was not shared aloud. Key takeaways and major themes are summarized below and on the following pages.

Major Themes

The following themes emerged from feedback received at the meeting and have been sorted into opportunities and challenges, which will help inform the Master Plan's overall vision, goals, and recommendations.

OPPORTUNITIES

- Leverage existing recreational amenities for revenue-generating opportunities to promote year-round economic growth
- More event programming that appeals to diverse groups to generate more engagement and social connection amongst the community
- Marina improvements to benefit both residents and visitors alike
- Collaborate with hotels and businesses to provide educational information to visitors to promote stewardship of the City's coastal resources and transportation safety
- As new development/redevelopment occurs, work with developers to encourage quality architectural design, green building practices, and the provision of public benefits, such as structured parking garages, green space, and sidewalk improvements

CHALLENGES

- Concerns over flooding and surface water management due to storm events and sea level rise
- Need to balance tourism-based economic development with the needs of residents
- Gulf Boulevard is a physical barrier to accessing the City's beaches and is not a pedestrian-friendly roadway
- Transportation infrastructure and utilities in need of upgrades in certain areas
- Inconsistency in the accessibility of public spaces
- Difficult to regulate short-term rentals, which detract from housing stock and lead to other code violations related to noise and property maintenance

"What do you think of Madeira Beach today and what would you change in the future?"

Workshop attendees were asked to describe how they see Madeira Beach today, what characteristics of the City are important to them, and then describe their vision for the City's future. The overwhelming response was that **people see Madeira Beach as a small coastal village**, however, many noted that the City is **experiencing growing pains** and is at a cross-roads for what its identity might become. **Among some of the elements that were important to the attendees were the proximity to daily needs and recreational amenities, proximity to neighboring communities, and how the City has retained its character even as growth occurs.** There are many reasons to like Madeira Beach, but its **name-sake beaches, natural beauty, and coastal resources** are what truly stood out to attendees as characteristics they liked the most, as well as the casual, laid-back atmosphere and **friendliness of those who live, work, and visit the City.**

When attendees were asked what they would change and what they would want to see more of, there was a range of answers that covered all of the Master Plan topic areas. **Attendees primarily noted the desire to see small changes that have the potential to have a big impact**, such as improvements to existing recreational amenities, more community events/programming, code enforcement to better regulate noise, litter, and short-term rentals, enhanced landscaping along roadways, and more pedestrian crossings along Gulf Boulevard.

Community Workshop #2 Summary

When: Tuesday, January 28th, 2025 from 5:30-7:00pm

Where: Madeira Beach City Hall Chambers

Who attended: Residents, elected officials, the City Manager, and the project team (Community Development Department staff and Kimley-Horn staff)

Purpose: To inform those who live, work, and visit Madeira Beach about updates in the development of the new City Master Plan and received feedback on the goals associated with each Master Plan Topic area.

Event Summary

As a follow up to the first Community Workshop held in June 2024, the project team held the second community workshop for the Master Plan in January 2025 in the same roundtable format as the previous workshop in the Madeira Beach City Hall Chambers.

It is important to acknowledge the City of Madeira Beach experienced major devastation between the time of the first community workshop and the second community workshop. The west coast of Florida faced not one, but two major hurricanes in just a two-week period during the Fall of 2024. Hurricane Helene moved through the Gulf Coast as a Category 4 hurricane on September 26, 2024, and Hurricane Milton made landfall just below Pinellas County, in Manatee County, on October 9th, 2024 as a Category 3 hurricane. The City suffered tremendous losses from both storms, with nearly every property affected in Madeira Beach. With the bulk of cleanup and recovery efforts executed in the immediate months following the back-to-back storms, it was evident from workshop attendees that the community of Madeira Beach remained dedicated to the recovery and future of the City. The resurgence of the new Master Plan engagement efforts signaled a renewed interest in many of the issues discussed at the first community workshop, as nearly 70 people attended the second workshop.

The objective of the second workshop was to discuss the newly debuted goal statements for each topic of the Master Plan and for community members to provide the project team with feedback regarding those goals and initial recommendations. Key themes emerged

from feedback received at the meeting and were documented on comment cards which were passed out to attendees of the community workshop. These themes stand alongside the initial recommendations from the first community workshop and will help inform the Master Plan's overall recommendations and strategies to achieve the future vision for the City.

IDEAS THAT REMAINED THE SAME SINCE THE FIRST WORKSHOP:

- Focus on enhancing and updating existing parks and public spaces within the City
- Improve access and connectivity to public spaces
- Add additional family-friendly attractions and recreational opportunities
- Create safer roadways with an emphasis on Gulf Boulevard
- Prioritize micromobility options and increase public transportation options
- Invest in beautification improvements within right-of-way and City-owned properties such as landscaping and public art
- Ensure that new development fits in with the character of the City
- Promote independent businesses that add character to the City
- Increase awareness and education for beaches and environmental preservation
- Add wayfinding and gateway signage to increase sense of place and City identity

NEW OR UPDATED IDEAS DISCUSSED IN THE SECOND WORKSHOP:

- Greater emphasis on storm mitigation infrastructure and resiliency
- Create better connectivity to trails in the area, such as the Pinellas Trail and the Treasure Island Beach Trail
- Ensure that adequate infrastructure is in place before new developments occur
- Provide clear and accessible updates the City website to reflect storm event guidelines, changes regarding storm events, and resources available to residents after major storms
- Utilize social media channels and marketing opportunities to highlight new and established businesses in Madeira Beach
- Implement arts programming that will manage mural painting initiatives across the City
- Consider the acquisition of additional green spaces within Madeira Beach
- Continue to create and restore sand dunes and promote education about their preservation with signage
- Continue to explore flood-proofing and mitigation and sustainability measures for homes and businesses

Community Workshop #3 Summary

When: Tuesday, July 22, 2025

Where: Madeira Beach City Hall Chambers

Who attended: Residents, business and property owners, elected officials, the City Manager, and the project team (Community Development Department staff and Kimley-Horn staff)

Purpose: To inform those who live, work, and visit Madeira Beach about final updates to the new City Master Plan and receive feedback on the goals, strategies and general overview of the Master Plan document while welcoming an open floor discussion on elements of the Plan's composition

Event Summary

As the third and final community engagement event associated with the Master Plan, the project team held a community workshop in July 2025 in the Madeira Beach City Hall Chambers, hosted in conjunction with the Community Development Department of Madeira Beach. The event was broadcast to members of the public as a way to engage with city staff and learn more about the processes that make up Community Development in the city. The Master Plan was an initiative spearheaded by the Community Development Department, which is tasked with planning and zoning, code compliance, development review, and business tax licensing. Permitting also takes place under the Department, and is crucially important in assisting members of the public as they rebuild from the 2024 storms. As a lead into the new Master Plan discussion, Community Development Department staff members explained their role, what services they offer, and how they can help the community in their recovery efforts. Following a presenation and a Q&A session, the workshop was then turned over to the Master Plan project team to unveil the final goals and recommendations within the Master Plan document, as well as to receive any additional feedback that can be implemented into the final document.

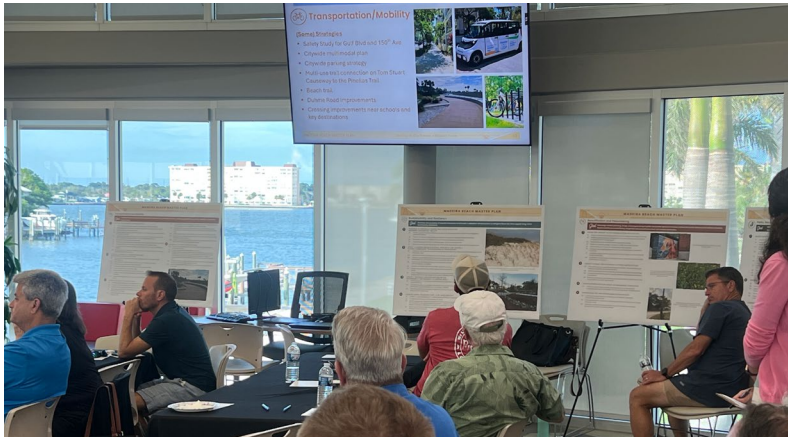
Public Participation

Since the Master Plan project began in 2024, the public has been warm and receptive to the master planning process. Attendance remained high for the publicly announced workshops, as did the level of interaction and discussion held at the workshops. The third workshop had 29 attendees, and nearly 2 hours of discussion. An open forum style Q&A allowed for residents to ask questions directly to the project team, and resulted in an enthusiastic and productive converseration about the future of Madeira Beach.

Feedback from the Community

The open conversations regarding the actions are strategies unveiled in the new Master Plan yielded more insightful and detailed actions from the community. The topics below were brought forth by the public, and were instrumental in bringing a conclusive list of action items to the final publication of the Plan.

- Marinas and maritime interests remained a high priority for attendees. The call to honor the past of Madeira Beach as a fishing village was a key point, as attendees pointed out the humble beginnings of the City's identity as a motivator for their fondness of the city.
- The City's prior commitment to shoreline resiliency and sustainability was commended, as residents acknowledged the beach groin project as a positive step in keep Madeira Beach's most valuable asset intact. However, concern for future severe weather based erosion was expressed.
- Attendees praised the swift reopening of beach access in the City, such as Archibald Park. The County Park Beach was mentioned as one area that had unfortunately seen no progress towards reopening.
- Several members of the public expressed the desire for City staff to apply for any and all grant opportunities that would assist in the recovery efforts of Madeira Beach and proivde funding for future projects.
- There was an interest in a Bus Rapid Transit (BRT) route or premium transit route from Downtown St. Petersburg to Madeira Beach to connect residents and visitors to other areas of commerce and entertainment within Pinellas County.



Stakeholder Meeting #1 Summary - Madeira Beach Planning Commission

When: April 7, 2025

Where: Madeira Beach City Hall Chambers

Who attended: Madeira Beach Planning Commission, and the project team (Community Development Department staff and Kimley-Horn staff)

Purpose: To provide a project status update to the Planning Commissioners and feedback on the draft objectives and strategies in the Master Plan.

Feedback Summary

The project team attended the Madeira Beach Planning Commission meeting on April 7th, 2025 to discuss the progress made to the Master Plan and weigh input from the Planning Commission. A brief presentation was given to the Commission members to give insight into the goals, objectives, and recommendations that had been created so far. Comments received by the project team from commission members were related to mobility and parking challenges, resiliency and storm recovery efforts, as well as next steps in the Master Plan process as it related to the recommendations of the plan. Overall, the Planning Commission was supportive of the draft goals, objectives, and recommendations.

Stakeholder Meeting #2 Summary - Board of City Commissioners

When: April 16, 2025

Where: Madeira Beach City Hall Chambers

Who attended: Board of City Commissioners, and the project team (Community Development Department staff and Kimley-Horn staff)

Purpose: To provide a project status update to the Board of City Commissioners and feedback on the draft objectives and strategies in the Master Plan.

Feedback Summary

At the April 16th meeting of the Madeira Beach Board of City Commissioners, the project team presented the progress of the Madeira Beach Master Plan and led members of the Board in an open discussion. The project team emphasized the importance of aligning the Master Plan with community input and long-term goals to carry the City forward. Key discussion points included praise of the community engagement conducted, with Commissioners acknowledging the value of recent public workshops and surveys, noting the strong resident turnout and interest in shaping the City's future. City staff and the commissioners also highlighted the need to coordinate the Master Plan with zoning updates related to parking and housing, transportation improvements, including pedestrian and bicycle connectivity, safety on roadways, and the desire to make the City more resilient in the face of severe weather challenges.

Stakeholder Meeting #3 Summary - Florida Department of Transportation

When: May 28, 2025

Where: Virtual

Who attended: Florida Department of Transportation (FDOT), and the project team (Community Development Department staff and Kimley-Horn staff)

Purpose: To gain feedback on the draft objectives and strategies in the Master Plan which may require partnership and coordination with FDOT.

Feedback Summary

A virtual meeting was held on May 28th, 2025, with members of the project team, City staff, and the Florida Department of Transportation (FDOT) to discuss the Master Plan draft recommendations and to discuss regulatory considerations, transportation planning, and infrastructure opportunities affecting the City of Madeira Beach. Key discussion points included recommending a traffic study to examine speed limits on major corridors such as Gulf Boulevard (SR 699), and the use of golf carts and other Low Speed Vehicles (LSV) on state roadways. Planning and development initiatives were also considered, as FDOT expressed an openness to discuss the future project list for local transportation infrastructure. While there is currently no dedicated bicycle and pedestrian master plan for the City, it was recommended that this be an initiative identified in the City's new master plan. Additional actions such as the disbursement of educational safety materials to residents and businesses that touch pedestrian safety devices such as Rectangular Rapid Flashing Beacons (RFB) at crossings as well as proper LSV usage on roadways was recommended to City staff. Advice for additional FDOT compliant lighting along Gulf Boulevard was shared with the project team, citing previously installed decorative lighting near John's Pass Village and its positive design elements as a potential strategy for both safety and beautification.

Stakeholder Meeting #4 Summary - Forward Pinellas

When: July 3, 2025

Where: Virtual

Who attended: Forward Pinellas and the project team (Community Development Department staff and Kimley-Horn staff)

Purpose: To gain feedback on the draft objectives and strategies in the Master Plan which may require partnership and coordination with Forward Pinellas.

Feedback Summary

One of the most important stakeholder meetings held during the engagement process for the Master Plan was with Pinellas County's MPO, Forward Pinellas. As the planning body for all of Pinellas County, Forward Pinellas is a critical governing body when discussing current transportation challenges, future mobility opportunities, and land use strategies. The conversation focused on transit coordination, infrastructure improvements, regulatory considerations, and funding pathways.

Below is a summary of key themes and action items.

- Pedestrian-Scale Lighting on State Roadways: FDOT requires a lighting analysis for state roadways, and would need to be done in order to dictate any lighting changes on Gulf Boulevard.
- Water Borne Transportation: a previous operations agreement was in place with a local business and could be explored again.
- Conducting John's Pass Connectivity Plan was recommended to address mobility issues around the Johns Pass Village activity center.
- A viability analysis could be done to determine the feasibility of an expanded research or educational use along Madeira Beach's waterfront.

Stakeholder Meeting #5 Summary - Pinellas Suncoast Transit Authority

When: July 8, 2025

Where: Virtual

Who attended: Pinellas Suncoast Transit Authority (PSTA), and the project team (Community Development Department staff and Kimley-Horn staff)

Purpose: To gain feedback on the draft objectives and strategies in the Master Plan which may require partnership and coordination with PSTA

Feedback Summary

Members of the project team and the City of Madeira Beach convened on July 8th, 2025 to hold a stakeholder meeting with the Pinellas Suncoast Transit Authority (PSTA) to explore current transit challenges and future opportunities for enhanced mobility and connectivity in Madeira Beach. The discussion focused on several key themes, including rapid transit expansion, water-based transportation, infrastructure coordination, and innovative transit programs. Key discussion points were taken directly from public engagement feed and survey responses, as well as from internal discussion with city staff and the project team.

Some of the specific topics discussed included:

- Explore PSTA's UPASS Program to offer additional resources to those working in Madeira beach
- The future expansion of transit routes (Route 38) and a potential for premium rapid transit connections in Madeira Beach
- The potential for enhanced transit stops like covered bus shelters that could be funded through a shelter match program

Community Pop-Up Events

Throughout the Visioning and Goal Setting phase of the Master Plan, the project team employed a "pop-up" engagement strategy where booths were set up in conjunction with events already occurring in the City to spread awareness about the new Master Plan. These pop-up engagements were held in places where the City's residents, workers, and visitors were present and offered those who might not typically attend a traditional community workshop or public meeting an opportunity to learn about the project and provide feedback. A list of pop-up engagement events is provided below.

Pop-Up Engagements

- Village Friday at John's Pass Village, July 26, 2024
- Trash Pirates of Mad Beach August Beach Clean Up, August 3, 2024
- Merry Market, December 14, 2024
- John's Pass Seafood Festival, March 28, 2025

Pop-up engagements afforded the opportunity to receive feedback from a diversity of people: youth, families, retirees, residents, and visitors alike shared their ideas for what they'd like to see the Master Plan address

As attendees of Village Friday at John's Pass passed by the project booth, they wrote down their vision and ideas for improving the City

The Project Team spent a Saturday morning with the Trash Pirates of Mad Beach to hear from volunteers and see the community in action

Commissioner Eddie McGeehen (District 3) stopped by the pop-up booth at Village Friday

Appendix D

FUNDING MATRIX

GRANT NAME	AGENCY	PRIORITIES
Appropriations Project	House of Representatives	**Not a Grant** Must be submitted by member of the House of Representatives. Fund a specific item/project for: 1. A local government, private entity, or privately operated program. 2. A specific Transportation facility not part of DOT's 5-year work program 3. An education fixed capital outlay project 4. A specified program, research initiative, center, or similar entity at a state college or university 5. A local water project **Eligible Applicant(s):** Local government
Community Challenge Grant	American Association of Retired Persons (AARP)	Small grants to fund "quick-action" projects. AARP will prioritize projects that support residents age 50 or over, are inclusive, address disparities, AND directly engage volunteers.
Community Project Funding (CPF) Requests	Congress	**Not a Grant** Request must be submitted for consideration by District Congressperson. Community Project Funding (CPF) will allow Congress to fund projects that will make a real difference in the lives of our constituents, particularly now as so many people and communities are hurting. There are limitations on the number of requests each member of congress may submit each fiscal year. **Eligible Applicant(s):** Local government

GRANT NAME	AGENCY	PRIORITIES
Contributions Program - Community Service	CSX Corporation	Funding focus areas are Safety, Environment, Wellness and Community to serve the needs of the community at large. **Eligible Applicant(s):** qualifies as 501(c)(3), state, county or municipal government entity, including law enforcement and fire rescue department, pre-K–12 school, charter school, community/junior college, or college/ university.
Grants for Arts Projects	National Endowment for the Arts	Through project-based funding, the program supports public engagement with, and access to, various forms of art across the nation, the creation of art, learning in the arts at all stages of life, and the integration of the arts into the fabric of community life. Projects are funded in specific disciplines: Artist Communities, Arts Education, Dance, Design, Folk & Traditional Arts, Literary Arts, Local Arts Agencies, Media Arts, Museums, Music, Musical Theater, Opera, Presenting & Multidisciplinary Arts, Theater, and Visual Arts.
Levitt AMP Your City	Levitt Foundation	Awarded to small to mid-sized towns and cities (<250k) to host 10 free concerts that inject new life into underused public spaces. **Eligible Applicant(s):** 501(c)(3) non-profits

GRANT NAME	AGENCY	PRIORITIES
Our Town Program	National Endowment for the Arts	Encourage applications for projects that integrate arts, culture and design into strategies for strengthening communities. Bring new attention to or elevate key community assets and issues, voices of residents, local history, or cultural infrastructure. Inject new or additional energy, resources, activity, people, or enthusiasm into a place, community issue, or local economy. Envision new possibilities for a community or place Connect communities, people, places, and economic opportunity via physical spaces or new relationships. Requires partnership with local government and cultural organization.
Quality of Life Grant	Christopher & Dana Reeve Foundation	Direct Effect Quality of Life grants support a wide range of projects and activities that will impact individuals living with paralysis and their families.
Beautification Grant Program	Florida Department of Transportation (FDOT)	The Florida Department of Transportation's (FDOT's) Beautification Grant Program aims to enhance the attractiveness of landscapes and facilities on the State Transportation System. Projects are typically installed on FDOT Right-of-Ways but can extend into publicly owned properties that are contiguous and visible from the FDOT Right-of-Way. This is a reimbursement grant, meaning projects must be completed before grantees receive funds. **Eligible Applicant(s):** Local Governments (Cities, Counties, Municipalities)

GRANT NAME	AGENCY	PRIORITIES
Cooperative Funding Initiative	Southwest Florida Water Management District (SWFWMD)	The objective of the Cooperative Funding Program is to assist local governments, public and private water providers, and other entities with construction in creating sustainable water resources, providing flood protection, and enhancing conservation efforts. Funding may be provided to assist with the cost of: data collection, research, feasibility studies, conservation and environmental education initiatives, ecosystem restoration, water resource investigation and plan development, design, and permitting and construction of capital projects (design costs will not be reimbursed until construction begins). **Eligible Applicant(s):** Local Government; Public / Private Utilities
Better Utilizing Investments to Leverage Development (BUILD) Grant Program	US DOT	Legacy Program for investments in surface transportation infrastructure that will have a significant local or regional impact. Can be used for both planning and capital projects. Planning Grants do not need a BCA. **Eligible Applicant(s):** Local government
Safe Streets for All (SS4A) Implementation Grant	US Dept. of Transportation	Promote safety to prevent death and serious injuries on public roadways. Employ low-cost, high-impact strategies that can improve safety over a wide geographic area. Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities. Incorporate evidence-based projects and strategies and adopt innovative technologies and strategies. Demonstrate engagement with a variety of public and private stakeholders; and align with the Department's mission and Strategic Goals such as safety; climate change and sustainability; equity and Justice40; and workforce development, job quality, and wealth creation.

GRANT NAME	AGENCY	PRIORITIES
Home Town Grant	T-Mobile	T-Mobile awards up to $50,000 for shovel-ready projects. Applicant's proposal must include plans, budget, timeline, anticipated impact, and up to five letters of support. Projects must include a ""shovel-ready"" plan with the application. Project must connect back to wi-fi. **Eligible Applicant(s):** Elected officials, town managers/ employees, tribal leaders, or nonprofit community leaders from small towns with population less than 50,000 can apply
People for Bikes Grants	PeopleforBikes	**By Invite Only** PeopleForBikes accepts grant applications from non-profit organizations with a focus on bicycling, active transportation or community development; from city or county agencies or departments and from state or federal agencies working locally. PeopleForBikes only funds projects in the United States. Requests must support a specific project or program — Does not grant funds for general operating costs. Would require NPO partner. PeopleForBikes does not consider additional funding requests from grantees for at least three years from the time of the original grant.
Florida Recreation Development Assistance Program (FRDAP)	Florida Dept. of Environmental Protection (DEP)	Provides state funds to acquire or develop lands for public outdoor recreation. **Eligible Applicant(s):** Local government

GRANT NAME	AGENCY	PRIORITIES
Rebuild Florida -Storms Infrastructure Repair Program	HUD/Florida Department of Commerce	Infrastructure Programs Rebuild Florida Infrastructure Repair Program ($400,000,000) - Subrecipient administered program designed to fund infrastructure restoration and hardening projects in communities impacted by the 2023 and 2024 storms.
Bay Minigrants	Tampa Bay Estuary Program	Projects must address one or more of the priorities listed in the Tampa Bay Comprehensive Conservation and Management Plan (CCMP).Fund environmental restoration and education projects in the Tampa Bay watershed with a focus on community-led initiatives that foster environmental stewardship and science literacy among those who live, work, and play around Tampa Bay. **Eligible Applicant(s):** Nonprofit organization, business, educational institution, or government agency in good standing with a valid FEID or exemption

Photo Courtesy of Trash Pirates of Mad Beach

Master Plan

Board of Commissioners Meeting

November 12, 2025

City Of Madeira Beach FLORIDA

Kimley»Horn
Expect More. Experience Better.

MADEIRA BEACH MASTER PLAN
Guiding the City Towards a Resilient Future

"To love one's city, and to have a part in its advancement and improvement, is the highest privilege and duty of a citizen."
– DANIEL BURNHAM

Outline

- Project Overview
- What We've Heard
- Key Recommendations
- Implementation
- What's Next?

Purpose of the new City Master Plan

- **Guiding document** for future development and capital improvements that reflects the community's vision for the future of Madeira Beach
- Replaces the 2002 Master Plan to **address evolving community needs and implement modern, sustainable practices and solutions**
- The Master Plan **identifies goals, objectives, and implementation strategies** that will:
  - Address local challenges,
  - Help our City adapt to future conditions, and
  - Enhance quality of life for all who live, work, and visit Madeira Beach.

Master Plan Process

PHASE 1: ANALYSIS & INFO GATHERING

SPRING 2024 - FALL 2024

- Community Workshop #1
- Online Survey #1
- Pop-Up Events
- Interactive Map Launch
- Project Website Launch

PHASE 2: VISIONING

FALL 2024 - WINTER 2025

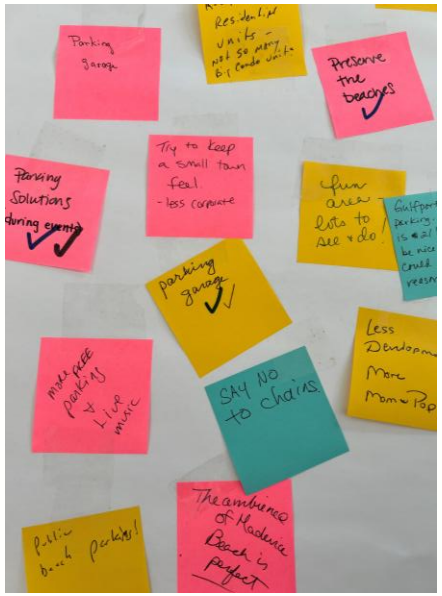
- Community Workshop #2
- Online Survey #2
- Pop-Up Event

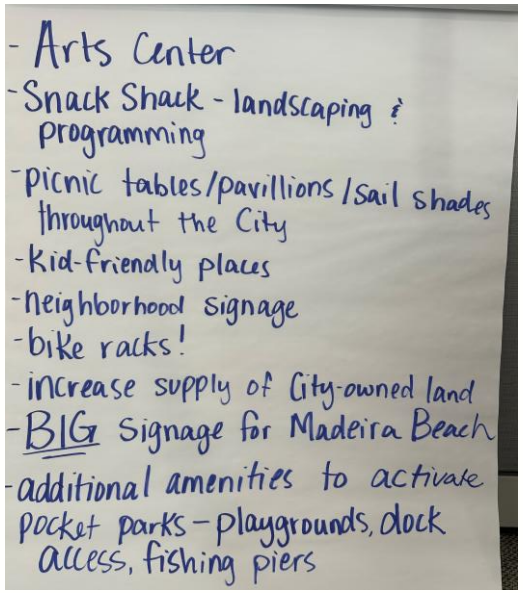
PHASE 3: DRAFT MASTER PLAN

WINTER 2025 - SUMMER 2025

- Community Workshop #3
- Online Survey #2 *(continued)*
- Stakeholder Meetings
- Pop-Up Event

Community Engagement





Community Engagement by the Numbers

- Survey responses: **518**
- Workshop attendees: **147**
- Interactive Map comments: **58**
- Targeted Stakeholder meetings: **5**
- Multiple participants/interactions at pop up events and increased visibility through social media posts

A Community Driven Vision

"A destination beach town that maintained its old Florida character by growing responsibly."

"Promote logical, planned growth. This growth must protect businesses while acknowledging the needs of residents, as well as taking into account environmental factors and societal needs."

"There are several intersections around Gulf Blvd, Madeira Way, and 150th Ave that should be studied and redesigned to make it safer for pedestrians and cars."

"Classic, small town feel, but updated. A place where you don't have to be rich to reside, vacation, and enjoy."

"Better planning for infrastructure and protection against sea level rise."

"A great little beach town geared towards permanent residents while welcoming visitors."

Master Plan Focus Areas

New Development/ Redevelopment

Transportation/ Mobility

Parks, Recreation, and Public Spaces

Economic/Business Development

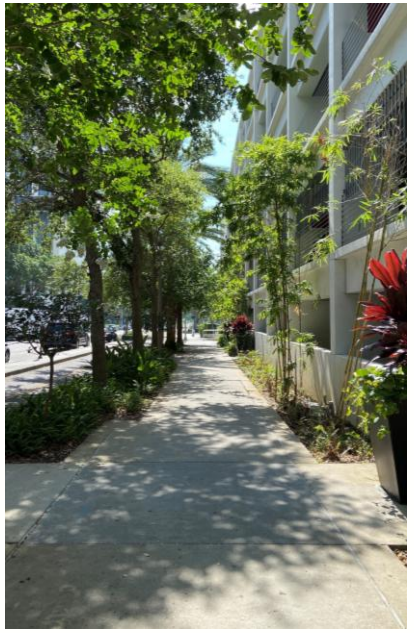
Sustainability and Resiliency

Beautification and Placemaking

Transportation/Mobility

Objectives

1. Prioritize **safer roadways** in Madeira Beach
2. **Increase accessibility** to neighborhoods and destinations
3. Support **all modes of transportation**
4. Establish a citywide **parking strategy**



New Development/Redevelopment

Objectives

1. Foster **controlled and conscious growth**
2. Encourage **quality design** that creates cohesive look and feel
3. Encourage **mixed-use development** with active ground floors and retail
4. Support **maintaining and enhancing residential neighborhood character**

Code Updates to C-3 and C-4 Zoning

- Updates to the code for **C-3 (Retail Commercial District)** and **C-4 (Marine Commercial District)** Zoning were included in the new Master Plan process.
- Proposed changes to C-3 include:
  - Permitted uses may now include multiplexes, mixed-use, and live/work units
  - Updates to setback requirements
  - Maximum building heights adjusted when active ground floor commercial use or parking is included
  - Curb cuts are limited and encouraged to be located away from property frontage when possible
- Proposed changes to C-4 include:
  - Updates to building design standards
  - Permitted uses to include mixed-use dwelling units above first floor commercial uses
  - Front yard setbacks decreased to 20 feet
  - Maximum building heights adjusted

Economic/Business Development

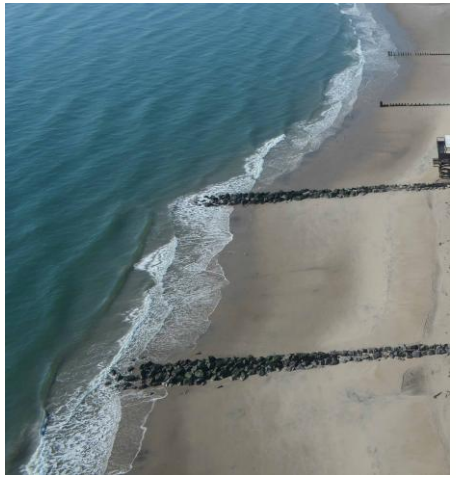
Objectives

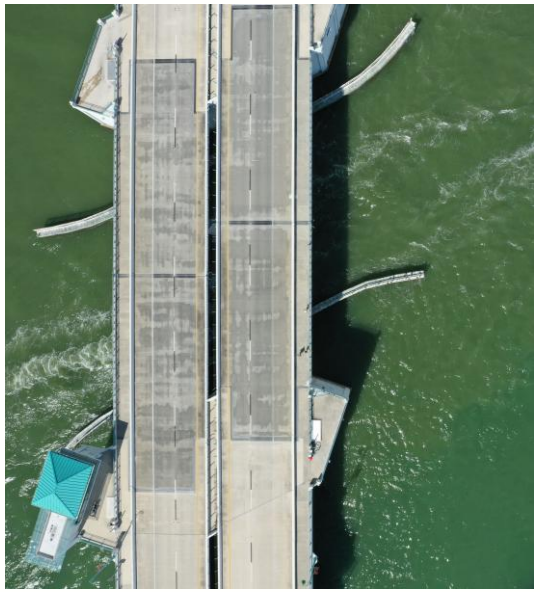
1. Foster **revenue generating opportunities** in public-right-of way and on city-owned properties
2. Ensure Madeira Beach continues to be an **attractive place to start and run a small, local business**
3. Capitalize on **natural assets to foster economic ventures**
4. Continue to program and add additional **family-friendly events, concerts, and festivals** throughout the year
5. Develop a citywide **economic development strategy** to attract quality, high-paying jobs

Sustainability and Resiliency

Objectives

1. Continue to implement **hazard and flood mitigation measures** throughout the City
2. Invest in **natural resources** and uphold a strong commitment to **environmental stewardship**
3. Create a **resource information center** for sustainability and resiliency
4. **Upgrade public infrastructure** to be more resilient





Parks, Recreation, and Public Spaces

Objectives

1. **Invest in existing public facilities, spaces, and recreational areas**
2. **Expand public spaces** in Madeira Beach
3. Commit to **preserving and improving the quality of public spaces**

Beautification and Placemaking

Objectives

1. Expand and improve the **wayfinding system** within the City
2. Create a **durable and sustainable citywide landscape plan**
3. Create more **opportunities for unique and memorable attractions**
4. **Expand public art and programming** within the City

Implementation

- All strategies are assigned an implementation time frame
- List of priority projects for each time frame
- Incorporate strategies and projects into the City's budget and CIP
- Explore state and federal grant opportunities as well as partnerships (FDOT, Forward Pinellas, Pinellas County, PSTA, private)

SHORT-TERM

Expected to be completed within 5 years.

MID-TERM

Expected to be completed within 6-10 years.

LONG-TERM

Expected to be completed in 10+ years.

Path to Implementation

Grant Funding Opportunities for projects at all levels of phasing

- Infrastructure Grants from USDOT include large scale capital and planning projects
- State and local grants to supplement smaller projects and deliver quick wins

Tracking Progress

- Dashboard of planned, on-going, and completed projects and initiatives
- Strategic Plan
- Annually revisit the Master Plan during the budget process

Continued Community Involvement

- Public-Private Partnerships
- Encourage resident participation
- Live the goals of the Master Plan

Key Strategies and Priority Projects

Quick Wins:

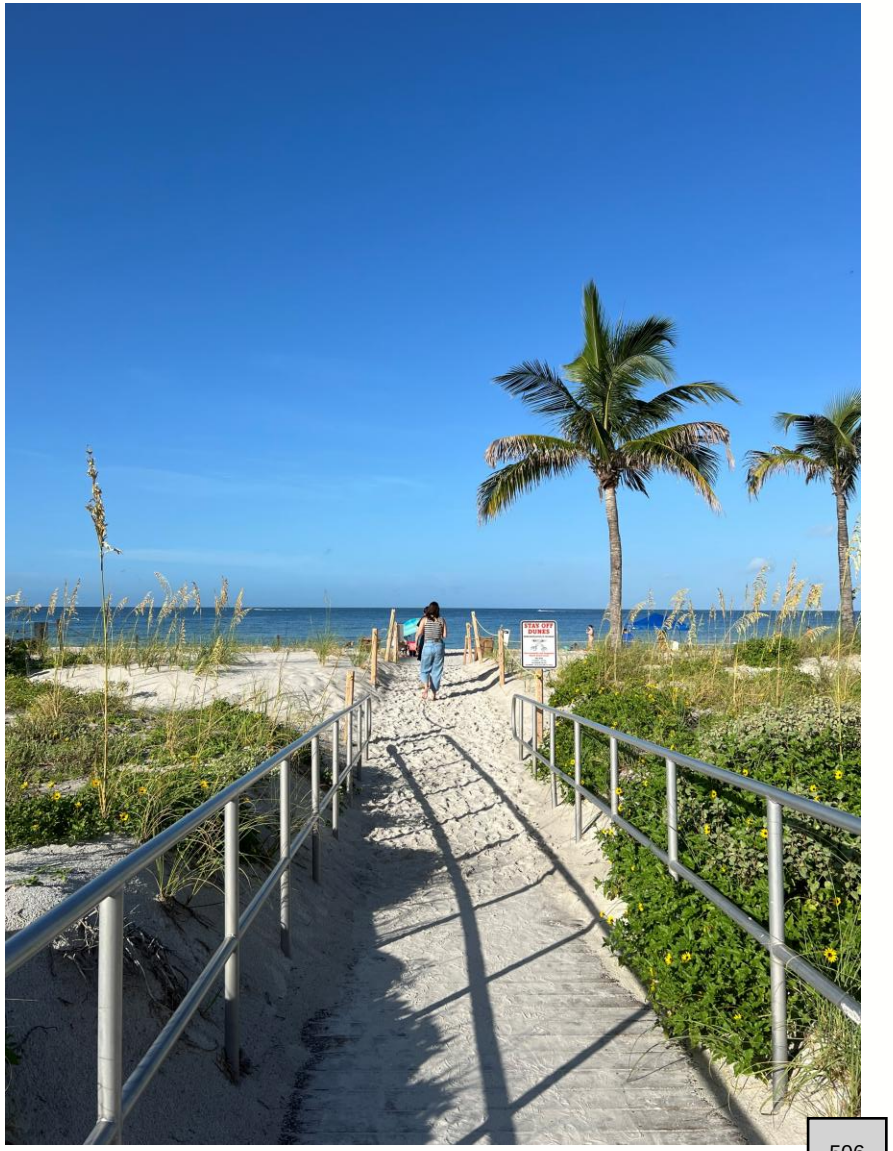
- Land Development Code updates
  - *Parking Code*
  - *Look-Book*
  - *Mix of uses*
- Conduct transportation and parks studies to identify future needs
  - *Transportation/Safety studies*
  - *Parks and Recreation Plan*
  - *Citywide Parking Plan*
  - *Economic Development Plan*

Long-Term Vision:

- Expand transportation options
  - *Beach trail*
  - *Multi-use trail connections*
  - *Premium transit connections*
- Increase the supply of City-owned land to be used as public spaces
- Encourage high quality development that meets the character of the City, increase economic vitality, and improves quality of life

What's Next?

- Master Plan adoption by resolution
- Implementation of recommendations
- Prioritize upcoming grant cycles for projects



Scan for Project Website

Human Resources Director Comps -Pinellas County - June 2025

City	Title	Pay Range	Current Pay	Notes
Belleair	Human Resources Director	$94,440.90-$155,827.48	$105,019.20	Includes Risk Management
City of St. Pete	Human Resources Director	$133,179-$205,005	$187,433.00	Includes Risk Management
Clearwater	Human Resources Director	$132,942.99 - $212,708.82	$145,246.62	
Dunedin	Director of HR & Risk Management	$111,300.80 – $166,961.60	$145,562.90	Inlcudes additional duties as the City's Liaison to PCSO which provides law enforcement services to the City
Gulfport	Director of Risk Management & Human Resources	$113,686 - $171,516	$113,686.00	
Largo	Human Resources Director	$114,691.20 - $183,497.60	$166,000.00	Includes Risk Management
Madeira Beach	Assistant to the City Manager	$94,545 - $141,806.70	$101,134.18	Job duties include HR and shared responsibilty for Risk Management
Oldsmar	Director of Human Resources	$103,854 - $160,992	$118,454.18	Includes Work Comp only
Pinellas Park	HR Administrator	$108, 270.76- $164,745.88	$131,000.00	
Safety Harbor	Human Resources Director	$95,833 - $153,331		Includes Risk Management
Seminole	Human Resources Director	$79, 969.70 - $119,954.55	$107,595.28	Includes some risk management duties
St. Pete Beach	Human Resources Director	$99,241 - $158,785	$114,088.00	Includes Work Comp only
Treasure Island	Human Resources Director	$91,660.31 - $137,489.90	$95,481.00	Includes Risk Management

St Pete Beach, City of (FL)

DIRECTOR OF HUMAN RESOURCES

SALARY	$48.95 - $78.32 Hourly $3,916.19 - $6,265.88 Biweekly $101,821.00 - $162,913.00 Annually	**LOCATION**	City Hall, FL
JOB TYPE	Full-Time	**JOB NUMBER**	00
DEPARTMENT	Human Resources	**OPENING DATE**	10/29/2025
MAX NUMBER OF APPLICANTS	1000		

Job Summary

The City of St. Pete Beach is conducting a national search for the Director of Human Resources. To apply, please visit www.srnsearch.com and apply online. Questions should be directed to S. Renée Narloch, President, S. Renée Narloch & Associates, at (850) 391-0000 or info@srnsearch.com.

The City of St. Pete Beach is a Gulf Coast barrier island community in west-central Florida, close to St. Petersburg and Tampa Bay. The city is approximately 2.25 square miles and has a year-round resident population of about 8,900. St. Pete Beach is frequently recognized as a premier destination and has received the Travelers' Choice award from TripAdvisor as the top-ranked beach in the United States. The City is seeking qualified candidates for the position of Director of Human Resources, which reports to and works collaboratively with the City Manager. The City has approximately 159.5 FTEs and a total FY2026 Expense Budget of $122.6 million, including a General Fund of $45.2 million. The City provides traditional services, including fire protection and emergency medical services; maintenance of parks, streets, beaches, and infrastructure; planning and zoning; recreation services and amenities; library; wastewater collection; reclaimed water; and stormwater drainage management. The City seeks candidates to become part of a transformative leadership team and drive strategic development of the organization in a highly innovative and supportive team-oriented environment.

The Director of Human Resources is a strategic-thinking generalist who is passionate about implementing impactful organizational development initiatives. This position serves as a visionary and forward-looking leader, responsible for driving planning, performance management, and continuous improvement efforts across the organization. As an advocate for professional development and continuous learning, the Director ensures that human resources services evolve to meet the needs of the changing organization. As a member of the Leadership Team, the Director of Human Resources champions the City's mission, vision, and values, contributing to city-wide performance and strategic leadership initiatives while promoting leadership, empowerment, and effective communication at all levels of the organization. This position reports directly to the City Manager.

Essential Job Functions

Administers the personnel management system: must have knowledge of and experience with EEOC, ADA, FLSA, FMLA, COBRA, Veterans Preference, collective bargaining, recruitment and selection, classification and compensation, group benefits administration, group retirement and pension plan administration, risk management and safety programs, and employee training and development programs.

Human Resources in the City of St. Pete Beach has a strategic focus on the following areas:

- **Organizational Development and Management**: Facilitates the development of the municipal government by using group-based strategies for solving problems and decision-making.
- **Human Resources/Workforce Planning and Strategy**: Develops and implements strategies to anticipate and plan for future changes in the delivery of human resources in the municipality including anticipating staffing needs, developing recruitment and retention strategies, succession management, and team-member engagement.
- **Talent Management**: Attracts, sources and hires top talent, overseeing the onboarding process with a focus on strategies to promote the understanding of mission, vision and values, and identifying training needs, designing training programs, and facilitating opportunities for staff members to learn and grow.
- **Team Member Relations and Performance Management**: Establishing City-wide strategies for performance management with consistent application of policies for team member relations issues. This includes negotiation of collective bargaining agreements.
- **Compensation, Benefits and Retirement Administration**: Management of the City's compensation structures, salary studies, group benefits plan administration, group retirement and pension plan administration, and associated software systems. Expert use of NEOGOV software as our main HRIS system will be expected.
- **Policy Development, Compliance and Risk Mitigation**: Develops and implements policies and procedures that govern employee behavior and conduct in the workplace. Legal compliance with employment, laws, regulations, conducting audits and managing legal documentation such as employee contracts and policies. Proactive handling of risk by developing an overall City strategy to proactively address risk, such as developing risk assessments related to workforce management, including identifying potential risks such as turnover, safety, and skill gaps.
- **Other Duties:** Performs other duties as assigned.

Minimum Qualifications, Licenses, Certifications

- A Bachelor's Degree in Human Resources, Public Administration or a directly related field required. Master's Degree preferred.
- HRCI or SHRM certification preferred.
- At least seven (7) years progressively responsible experience in human resources required, preferably in the public sector.
- Valid Florida Drivers License

Emergency Response Status

As a condition of employment, City of St. Pete Beach employees may be required to work as directed during an undeclared and/or a declared emergency. All employees are subject to recall around the clock for emergency response operations, which may require irregular work hours, work at locations other than the normal work location, and may include duties other than those specified in the official job description.

Knowledge, Skills, Abilities, Physical and Environmental Conditions

- Advanced knowledge of the principles, methods, and practices of human resource management.
- Knowledge of general laws, practices of personnel administration, risk management, labor relations, administrative policies, and that of municipal government functions.
- Knowledge of Federal and State employment related law.
- Knowledge of modern trends and practices in public HR administration, especially organizational development, project management, and change management.
- Ability to communicate clearly and concisely, using excellent verbal and written communication skills.
- Demonstrated ability to listen and consider input while being flexible and forward-thinking regarding a resolution.
- Identify and lead, executing appropriate action relative to operational situations
- Create healthy and productive working sessions with team members, City officials and City leadership.

- Promote collaboration to achieve common operational and organizational goals.

Physical Requirements

- This is sedentary work requiring the exertion of up to 20 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects.
- The work requires reaching, pushing, fingering, grasping and repetitive motions.
- The ability to verbally communicate is required for expressing or exchanging ideas by means of the spoken word.
- The ability to hear is required to perceive information at normal spoken word levels.
- Visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work and observing general surroundings and activities.

Employer
St Pete Beach, City of (FL)

Address
155 Corey Ave

St Pete Beach, Florida, 33706

Phone
727-363-9251

Website
https://www.stpetebeach.org/

DIRECTOR OF HUMAN RESOURCES Supplemental Questionnaire

*QUESTION 1

Do you have a minimum of a Bachelor's Degree from an accredited university in Human Resources, Public Administration or a directly related field?

- ◯ Yes
- ◯ No

*QUESTION 2

Do you have a minimum of 7 years of progressively responsible experience in human resources leadership, preferably in the public sector?

- ◯ Yes
- ◯ No

*QUESTION 3

Do you have a valid Florida Drivers License?

- ◯ Yes
- ◯ No

*QUESTION 4

As a condition of employment, City of St. Pete Beach employees may be required to work as directed during an undeclared and/or a declared emergency. All employees are subject to recall around the clock for emergency response operations, which may require irregular work hours, work at locations other than the normal work location, and may include duties other than those specified in the official job description. Do you agree to this condition of employment?

- ◯ Yes

◯ No

* Required Question

Public Information Officer Comps

City	Current Pay	Range	Notes
Redington Shores	-	-	Combined role with Town Clerk
Largo	$73,733.82	$59,820.80 - $95,7500.80	Tenure 3 yrs 2 mos # of positions - 1
City of St. Pete	$130,000	-	-
City of Oldsmar	$72,674.68	$62,233.60 - $96,470.40	Tenure 2 yrs 7 mos # of positions - 1
City of Pinellas Park	-	-	No position dedicated solely to PIO
Pinellas County Sheriff's Office	-	$97,080 - $140,766	Community / Public Education Mgr
City of Clearwater	-	$81,615.58 - $130,584.85	Public Communications Division Mgr
Pinellas County Gov	$102,648.00	$79,580.80 - $127,316.80	Public Relations / Media Manager # of positions – 1

CITY OF TAMPA

MARKETING AND COMMUNICATIONS MANAGER (#901920) MI

$59.69-$93.56 Hourly / $10,346.27-$16,217.07 Monthly / $124,155.20-$194,604.80 Yearly

Notify Me when a Job Opens for the above position(s)

INTRODUCTION

This is senior management level work involving Marketing & Communications. The position serves in a capacity similar to Deputy Director of Communications.

NATURE OF WORK

This role entails strategic leadership, supervision, and decision-making authority. The position is responsible for managing budgetary decisions, staffing, and crisis communications, working closely with the Director of Communications, departmental communications coordinators, and media outlets to ensure effective public relations and messaging during times of crisis. An employee in this role works daily to promote the goals and objectives of the City of Tampa, fosters sound community relations, and oversees the creation and dissemination of all marketing-related materials through management of the creative communications staff. The employee is required to exercise considerable initiative and independent judgment in determining how, when, and what activities should be pursued to best serve the interests of the city. Tact, discretion, and courtesy are extremely important in discharging assigned duties. Work is reviewed through reports submitted, conferences, and results achieved. Appointed position: employee serves at the pleasure of the Mayor.

EXAMPLES OF DUTIES

Provide strategic direction and oversight for all communications and marketing activities citywide.

Collaborate with the Communications Director to develop and execute comprehensive media strategies, providing guidance to the Mayor and City leadership.

Supervise creative communications staff, providing guidance on social media content creation, marketing and communications campaigns, video and graphic design projects.

Act as a liaison with local news media, assisting with the organization of press briefings, interviews, and coverage of city programs and activities.

Manage media relations during crisis situations, coordinating messaging and responses with communications coordinators and relevant city departments.

Make budgetary decisions and oversee resource allocation within the communications and marketing department.

Supervise departmental staff, providing guidance, mentorship, and performance evaluations to ensure effective teamwork and achievement of departmental goals.

Performs related work as required.

KNOWLEDGE, SKILLS & ABILITIES

Knowledge of: effective public relations and public information dissemination principles and techniques; area news media and business organizations and their methods of operation; social and digital media management; photography, printing, and publication procedures.

Ability to: plan and conduct effective public relations, informational and promotional activities; establish and maintain effective working relationships with other employees, representatives of area news media, community organizations and businesses, and the public; communicate with varied citizen and business groups and speak effectively in public; write and assimilate materials for publication and presentation including press releases and other publicity materials.

PHYSICAL REQUIREMENTS

Mostly sedentary, indoors, requires extended use of computer, typing and viewing a monitor.

SUGGESTED MINIMUM QUALIFICATIONS

Graduation from an accredited college or university with a bachelor's degree in public relations, communications, public administration, political science or a related field and five (5) year's of experience in public relations or public administration, including 3 years of supervisory experience.

An equivalent combination of education (not less than possession of a high school diploma/GED), training and experience that would reasonably be expected to provide the job-related competencies noted above.

LICENSES OR CERTIFICATIONS

Possession of a valid Florida driver's license is required.

EXAMINATION

Evaluation of education and experience. Drug testing is included in all pre-employment processing.

COMMENTS

Employees may be required to work rotating shifts, including nights, weekends, holidays, and overtime as needed. During periods when the Mayor issues an emergency declaration for the City of Tampa, all employees may be required to work in preparation, response or recovery activities related to the stated emergency.

Job Title:	Public Information Specialist		
Department/Group:	City Manager	Supervisor:	City Manager
Location:	Madeira Beach City Hall 300 Municipal Drive Madeira Beach, FL 33708		
Level/Salary Range:	$17.00 - $27.00 / Hour	Position Type:	Full Time
HR Contact:	Human Resources Coordinator	Date Posted:	
External Posting URL:	www.madeirabeachfl.gov	Posting Expires:	

Applications Accepted By:

FAX OR E-MAIL: (727) 399-1131 **OR** humanresources@madeirabeachfl.gov **Subject Line**: Public Information Specialist **Attention:** Human Resources – Recruiting	**MAIL:** City of Madeira Beach 300 Municipal Drive Madeira Beach, FL 33708

Job Description

SUMMARY:

The Public Information Specialist is professional work of more than ordinary difficulty and is responsible for the internal and external communications and acts as an assistant spokesperson for the City in the absence of the City Manager. This position acts as the principle liaison for publication and collateral production. Responsible for developing and implementing the City's Communication and Marketing Plan which includes public service announcements, press releases, newsletters, social and media communications for the City. Work requires considerable independent judgement following established policies, procedures and rules. This classification is supervised by the City Manager with work reviewed through observations, reports, and obtained results.

ESSENTIAL DUTIES AND RESPONSIBILITIES INCLUDE:

- Plans, develops, organizes, manages and evaluates all Communication activities of the City.
- Create and manages Strategic Communications/Marketing Plan.
- Gathering and distributing accurate and timely information as required by the established guidelines and ensure understanding by recipient through facts.
- Writes or edits and submits media releases, articles for newspaper or other publications of City events and services.
- Develops and maintains media contacts, acting as a liaison to media representatives, establishing and maintaining good relations.
- Recognizes public information and media opportunities and assists and advises department staff in the planning, production, and implementation of those opportunities.
- Responds to citizen inquiries either directly or by forwarding them to the appropriate employee or department.
- Monitors evolving technologies and trends and implements new information strategies.
- Oversees the City website, develops and maintains areas of the site, ensuring a professional social media presence and utilizing best practices for online engagement.
- Acts, when needed, can act or assist the City Manager as the City's Emergency Operations Public Information Officer.
- Keeps abreast of City events, projects, policies and developments.

- Collect, assemble and maintain under a law or ordinance the transactions of official City business.
- Leads efforts to cultivate and maintain a positive image of the City.
- Prepares the layout, printing and dissemination of monthly and annual reports.
- Enters requisitions and makes other purchases and materials for media services
- Preforms related work as required.

QUALIFICATIONS AND EDUCATION REQUIREMENTS:

- Bachelor's Degree in Communications, Public Relations, Journalism, English, or a related field.
- Minimum of 3 years related full-time experience in mass media, public relations, or publishing.
- State level Public Information Officer Certification preferred or able to attain within 1 year of employment.
- Master's Degree preferred.
- A valid Florida Driver's License or ability to obtain one within 30 days of hire.

KNOWLEDGE, SKILLS AND ABILITIES:

- Working knowledge of accepted concepts and practices of public relations, principles, procedures, and techniques of communications media, including television, radio, film, newspaper, meetings, conferences, and personal presentations.
- Excellent communications skills both orally and in writing to provide clarity and accuracy and support proper decision-making by delivering the right message, to the right people, at the right time.
- Familiarity with City government organization and function.
- Familiar with questions about policies and procedures used by the government, not only from the media, but the public as well. Studying and reviewing procedures on a continual basis.
- Ability to develop and maintain effective working relationships with staff, news media, and the public.

WORK ENVIRONMENT & PHYSICAL REQUIREMENTS:

- 85% of work is inside a climate-controlled building, 15% outside which includes driving.
- The essential functions of the job require: sitting approximately sic (6) hours per day, standing approximately one (1) hour per day, and walking approximately one (1) hour per day. The job also requires frequent: bending/stooping, fine manipulations, grasping, kneeling, reaching, lifting/carrying objects weighing up to 15 pounds, with occasional: climbing, pulling, and pushing. On rare occasions the work requires: repetitive motion and lifting/carrying objects weighing more than 45 pounds.
- Hearing: Ability to understand what others are saying in normal conversation and on the telephone. Speaking: Ability to communicate orally with others and speak effectively on the telephone. Seeing: Ability to see and read computer monitor screens, operate a vehicle, and read normal and/or fine print.
- Work requires the ability to operate office machines, telephone, fax, scanner, photocopier, and computer and broadcast equipment.

ADDITIONAL NOTES:

Reasonable accommodation consideration will be made for otherwise qualified individuals as defined by the Americans with Disability Act.

Reviewed By:		Date:	
Approved By:		Date:	
Last Updated By:		Date:	

the John Scott Dailey
FLORIDA INSTITUTE OF GOVERNMENT
at the University of South Florida

We specialize in realizing and implementing big ideas in the public sector.

Proposal for City of Madeira Beach Facilitated Session

September 19, 2025

Prepared for:

Clara VanBlargan

City Clerk
727-401-1792
cvanblargan@madeirabeachfl.gov

Prepared by:

Angela Crist, Director
University of South Florida
Florida Institute of Government
4202 E Fowler Avenue, ALN 121
Tampa, FL 33620
813.857.8801
acrist@usf.edu

PROPOSAL FOR FACILITATED STRATGIC PLANNING SESSION

The USF FIOG proposes to complete the following work for the City of Madeira Beach:

1.1 Facilitated Strategic Planning Session with Mayor and Commission – 9 AM -3 PM in Spring 2026

Angela Crist, Director, USF FIOG will lead the Commission in a facilitated strategic planning workshop. The FIOG proposes the following sample agenda:

- Welcome and Introductions
- Celebrating Success
- Treasures of Madeira Beach – *Individual Activity*
- Review of 2018 Vision. Mission, Guiding Principles, and Goals: Do they still resonate? – *Group Activity*
- Current State of Projects—*this would need either be a written report and/or a highlight of the projects*
- Commission "HOT TOPICS"—*open discussion for Commissioners to bring forward specific issues*
- Strategy vs Operational presentation by facilitator
- The year ahead – A "WORK" PLAN with priorities—*Group Activity*
- Wrap up and Next Steps

1.2 Report

The USF FIOG will provide the commission with a report on the activities and outcomes of the day no later than 2 weeks following the session.

DATE AND LOCATION

Specific Date TBD with Mayor and Staff
9:00 AM – 3:00 PM
Specific Location TBD

INVESTMENT

Based on the scope and expected deliverables, the estimated cost to complete the proposed deliverables is: $3,500 which is inclusive of pre-planning meetings, "day of" facilitation, written summary report, travel and printing.

ADDITIONAL INFORMATION

PROJECT TEAM – PERSONNEL

Angela Crist, MPA, serves as the Director of the USF FIOG. Ms. Crist has a proven track record as a high energy, results driven leader recognized for innovative strategies and tactics. Her excellent problem solving and customer- oriented focus have created value and managed client expectations to obtain mutual benefit. With over 15 years of experience, Angela has built and led new department or groups with related staff training and mentoring to attain long-term business goals. She has consistently achieved positive results by motivating and leading organizations to identify, develop and capitalize on business opportunities by forging alliance across organizational boundaries. Her professional affiliations include Florida City and County Management Association, Florida League of Cities, Florida Association of Counties, USF Alumni Association, USF Area Community Civic Association, and Leadership Tampa Bay Alumni Association.

Robyn Odegard, MA, serves as the Program Planner Analyst with the Florida Institute of Government at USF. In this role, she serves as project manager, program manager, and research administrator. Robyn holds certifications as a Certified Associate in Project Management (CAPM) from the Project Management Institute and CRA USF-ADVANCED certification from USF Research and Innovation. She received her MA in Political Science from the University of South Florida and a Post Masters Graduate Certificate in Higher Education Leadership from the University of South Florida.

Brittany Tibbett, BA, serves as the Marketing as Communications Coordinator for the USF Florida Institute of Government. She works with clients to strategize and transmit messages clearly and effectively to audiences ready to receive them. She gained certification from USF in Digital Marketing and has a background in program management, public relations and event planning. She received her BA in Journalism from UNC-Chapel Hill.

Iris Lage brings over 15 years of service to the FIOG, where she currently serves as the Department Operations Manager. In this role, she manages the daily operations and fiscal management of the Institute. Iris holds a CRA-Advanced certification from USF Research and Innovation and she earned her Certified Tax and Business Consultant degree in Germany.

BRIEF DESCRIPTION OF ORGANIZATION

The John Scott Dailey Florida Institute of Government (FIOG) was created by the Florida Legislature in 1980 and subsequently designated as a Type I Institute by the Florida Board of Regents. The institute fulfills its statewide mission through a consortium of six (6) affiliate program offices located at the Florida State University, the University of Florida, the **University of South Florida**, the University of Central Florida, Florida Atlantic University, and Florida Gulf Coast University.

The FIOG at USF works directly with all USF faculty, staff and practitioner's university-wide to bring their expertise to our clients. All of our USF faculty, staff and practitioners are highly qualified and provide top notch services in a variety of critical areas including developing and implementing training and research programs, services, and grant and contract administration activities involving federal, state, and local governments, non-profit organizations, and the private sector.

In January 2013, the School of Public Affairs (SPA) at the University of South Florida (USF) was created to merge the graduate programs in Urban and Regional Planning and Public Administration, as well as **the John Scott Dailey Florida Institute of Government.** The faculty consists of interdisciplinary group of

scholars and former practitioners who share a common commitment to student learning, top-notch scholarship and applied community engagement.

The School's John Scott Dailey Florida Institute of Government (FIOG) provides training and technical assistance to local and state government officials, volunteers and the general public on a wide range of topics, such as team building, strategic planning, goal setting and effective communication. The FIOG partners University professionals from a variety of disciplines with organizational leaders charged with solving specific local issues to identify, evaluate and implement effective solutions. For the purposes of this project.

OUR SERVICE CAPABILITIES

The John Scott Dailey Florida Institute of Government (FIOG at USF) works directly with all USF faculty, staff and practitioner's university-wide to bring their expertise to our clients. As part of a regional structure for enhanced relationships, the FIOG serves government and non-profit entities within a 9- county region including Hardee, Hernando, Highlands, Hillsborough, Manatee, Pasco, Pinellas, Polk and Sarasota.

With over 25 years of experience in the local community, the Florida Institute of Government at the University of South Florida has a vast history of helping government and non-profit entities through visioning and strategic planning processes, offering and coordinating trainings, technical assistance, and applied research projects for the local community. Since 1995, the institute has conducted approximately 24,793 workshops and conferences statewide in Florida—an average of 2,749 per year. Also, during this same time, approximately 580,685 participants, the large majority of whom represent officials and employees from local government in Florida, have attended programs resulting in over 2.6 million professional contact hours. The institute has also conducted an estimated 1,190 technical assistance and applied research projects, an average of 119 annually.

City of Madeira Beach
Strategic Planning Services
Scope of Services

Kimley»Horn

October 15, 2025

PURPOSE

The City of Madeira Beach has requested assistance with the creation of a new strategic plan. The plan will include City Commissioners, staff, community leadership, stakeholders, and general public. The process will include a series of tasks that involve community engagement, analysis, and reporting. The planning process will be community-driven and data-informed. The final strategic plan will build off the goals and projects identified in the new Master Plan to offer a prioritized set of actions for the City and a clear set of public-facing community expectations.

ASSUMPTIONS

- The process will be community-led and data informed
- The strategic plan is not intended as a replacement for existing master plans or studies
- The strategic plan will incorporate projects and initiatives from the new City Master Plan
- A 4-month process is assumed
- The “City” refers to City of Madeira Beach staff
- The “Consultant” refers to Kimley-Horn and Associates

SCOPE OF SERVICES

TASK 1: PROJECT COORDINATION

- **Kick-off Meeting:** The Consultant will conduct one (1) virtual kick-off meeting with City staff to discuss the project and deliverables. Up to three (3) Consultant staff members will attend the kick-off meeting. The scope and schedule will also be discussed including timing of key milestones to include stakeholder and community outreach, and timing of deliverables.
- **Coordination Meetings:** The City and Consultant will schedule up to five (5) virtual coordination meetings to discuss project process, findings, and engagement schedules. Up to three (3) Consultant staff members will attend each meeting.

Task 1 Deliverables:

- One (1) kick-off meeting attendance and notes
- Up to five (5) coordination meetings

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Kimley»Horn

City of Madeira Beach
Strategic Planning Services
Scope of Services

TASK 2: ENGAGEMENT AND COMMUNICATIONS

- **Departmental Survey and Collaboration**: The Consultant will prepare and administer a brief survey designed for City of Madeira Beach departmental leadership. Results will be summarized by the Consultant. A follow-up meeting with departmental leadership will be held after survey results are complete. The meeting may be virtual or in-person and will be used to review survey results and identify any additional important themes. Results will be compiled by the Consultant and shared in the engagement summary.

  Note: this activity is not an organizational assessment. It is an activity designed to affirm departmental goals, community expectations, and inventory of any additional resources required to achieve goals and expectations.

- **Community Survey:** Utilizing knowledge and background information from the new Master Plan, the Consultant will prepare one (1) community-wide online survey using Survey Monkey. The survey will be focused on identifying community priorities and receive input on how the City may allocate funds for projects. The survey will be active for approximately 2 weeks to receive community input.

- **Community Work Session**: The Consultant will prepare for and attend one (1) in-person community work session which will include the public, City Commissioners, and City staff. City staff will be responsible for reserving the meeting space as well as public notification of the event.

Task 2 Deliverables:

- One (1) online staff survey and summary
- One (1) online community survey and engagement summary
- One (1) community work session

TASK 3: STRATEGIC PLAN

- **Draft Action Plan Table:** The Consultant will prepare the draft action plan table to be used as the foundation for the strategic plan. It is anticipated that the action plan table will include priority projects, funding sources, and timing. The draft action plan table will be reviewed by City staff. A consolidated set of requested edits will be delivered to the Consultant. Once the draft action plan table is updated, a print ready .pdf will be delivered to the City for the City Commission Workshop.

- **Commission Review and Workshop Presentation:** The Consultant will attend one (1) City Commission workshop to present and review the draft action table. At this meeting the City Commissioners will provide comments and updates on the action plan table.

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- **Final Action Plan Table and Strategic Plan:** The action plan table will be updated based on City Commission feedback. A consolidated set of requested edits will be delivered to the Consultant prior to development of the Final Strategic Plan Report. Up to two rounds of review and revision are included in this scope of services. Once the report is finalized, a print ready .pdf will be delivered to the City.

Task 3 Deliverables:

- Draft Action Plan Table
- One (1) Commission Workshop Presentation
- Final Action Plan Table and Strategic Plan Report

OPTIONAL TASK 4: PRESENTATIONS

- **Planning Commission**: The Consultant will attend one (1) Planning Commission meeting to present the final strategic plan.
- **City Commission Workshop**: The Consultant will attend one (1) City Commission Workshop to present the final strategic plan.
- **City Commission Regular Meeting**: The Consultant will attend one (1) City Commission Regular Meeting to present the final strategic plan.

Optional Task 4 Deliverables:

- One (1) presentation to the Planning Commission
- One (1) presentation to the City Commission Workshop
- One (1) presentation to the City Commission Regular Meeting

OPTIONAL TASK 5: PUBLIC-FACING COLLATERAL

- **Strategic Plan Brochure:** The Consultant will prepare a promotional brochure that is 1-2 pages in length. The brochure can be used to promote the plan, create awareness, and serve as an executive summary.

Optional Task 5 Deliverables:

- Promotional Brochure

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Kimley»Horn

City of Madeira Beach
Strategic Planning Services
Scope of Services

ADDITIONAL TASKS

Any services not specified in the above scope are considered additional services not included under this project. As an amendment to this scope of work or under an additional Task Order agreement, Kimley-Horn can provide services including, but not limited to, the following:

- Grant application services
- Rendering videos or graphics
- Site visits
- Additional online surveys
- Additional presentations
- Additional attendance of City Commission Workshops or Meetings
- Coordination with additional City departments

The above tasks may be initiated upon the request of the City as an additional Task Order. Scope and fee for each additional Task Order will be agreed upon between the City Project Manager and Kimley-Horn Project Manager.

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SCHEDULE

The total months for services is anticipated to be 4 months from the Notice to Proceed (NTP). Below is the anticipated schedule as agreed upon by the Consultant and City staff.

Task 1: Project Coordination – *0-4 Months from NTP*

Task 2: Engagement and Communications – *0-3 Months from NTP*

Task 3: Strategic Plan – *3-4 Months from NTP*

Optional Task 4: Presentations – 3-4 Months from NTP

Optional Task 5: Public-Facing Collateral – 3-4 Months from NTP

Kimley»Horn

City of Madeira Beach
Strategic Planning Services
Scope of Services

COMPENSATION

Kimley-Horn will provide the services outlined in Tasks 1-3 for a lump sum of $30,000. Invoices will be submitted monthly, prepared based on a percentage completion of the project. The following task items represent a breakdown of the lump sum amount for reference:

Task 1 Project Coordination: $4,000 total

Kick-off Meeting: $2,000

Coordination Meetings: $2,000

Task 2 Engagement and Communications: $15,000 total

Departmental Survey and Collaboration: $3,000

Community Survey: $2,000

Community Work Session: $10,000

Task 3 Strategic Plan: $11,000 total

Draft Action Plan Table: $5,000

Commission Review and Workshop Presentation: $3,000

Final Action Plan Table and Strategic Plan: $3,000

Optional Task 4 Presentations: $10,000

Optional Task 5 Public-Facing Collateral: $2,500 - $5,000

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CONTRACT FOR SERVICES

This contract is entered into between City of Madeira Beach ("the Client"), 300 Municipal Drive, Madeira Beach, FL 33708, and Ballard Partners, Inc. ("the Firm"), 201 East Park Avenue, 5th Floor, Tallahassee, FL 32301.

Recitals

Whereas, the Client wishes to retain the services of the Firm in order that the Firm may represent the Client's interests before the Florida Legislature and executive agencies; and

Whereas, the Firm wishes to provide such representation as the Client may from time to time require; and

Whereas, the parties have agreed to the terms under which the Firm will represent the Client and wish to memorialize their agreement in writing.

Now, therefore, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Term of Agreement. This agreement shall become effective on November 15, 2025, and shall remain effective until November 14, 2026 ("Initial Term"). This agreement shall automatically renew for successive twelve-month periods on the anniversary of the effective date of the agreement unless either party terminates the agreement. Upon renewal of the Initial Term, this agreement may be terminated with thirty (30) days written notice by either party.

2. Duties of The Firm. It shall be the Firm's duty to advocate the interests of the Client before the Florida Legislature and executive agencies of Florida government. Included within the scope of the Firm's duties is the advocacy for passage or defeat of legislation that is relevant to the Client. It shall further be the Firm's duty to inform the Client of developments in legislation and policy relevant to the Client's operations.

3. Duties of The Client. It shall be the Client's duty to inform the Firm of its wishes with regard to legislative and executive advocacy and to provide the Firm the information necessary to best represent the Client in Florida. It shall also be the Client's duty to timely compensate the Firm for its services.

4. Compensation. The Firm shall receive from the Client an annual fee of $75,000 for the Firm's services under this agreement, plus the reasonable out-of-pocket costs associated with the representation, including but not limited to, lobbyist registration fees, excluding costs typically associated with the operation of an office, such as overhead, staff, and equipment. The fee shall be paid in monthly installments of $6,250 a month, beginning November 15, 2025; and continuing to be due within thirty (30) days of receipt of an invoice from the Firm until the termination of the agreement. The Firm will bill its costs monthly.

CITY OF MADEIRA BEACH	**BALLARD PARTNERS, INC.**
_____	_____
By:_____	By: Brian D. Ballard
Title:_____	Title: President
Date:_____	Date:_____

November 4, 2025

Megan Powers
Assistant to the City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

Re: Lobbyist/Consultant Agreement

Dear Ms. Powers:

Capital City Consulting, LLC, (hereinafter "CCC") welcomes the opportunity to represent the City of Madeira Beach (hereinafter "The City") as consultants/lobbyists before Florida's legislative and executive branches. Given our government affairs experience, we believe we are well equipped to enhance your efforts in Tallahassee. This letter of agreement is intended to set forth our understanding as to the nature, scope and terms of professional consulting services CCC has agreed to provide to The City.

SCOPE OF SERVICES. Capital City Consulting will provide comprehensive governmental consulting and advocacy services on behalf of the City of Madeira Beach. CCC will actively pursue state grant opportunities and legislative appropriations to advance the City's key initiatives. This work will include preparing appropriation requests, coordinating legislative sponsors, monitoring state budget developments, and building support within relevant House and Senate committees. In addition, CCC will offer strategic political guidance, facilitate engagement with state agencies, and deliver regular progress updates to city leadership to ensure Madeira Beach's environmental, infrastructure, and funding priorities are effectively represented and achieved at the state level.

TERM. The term of this relationship shall begin upon mutual execution and continue for 12 months.

FEES. CCC will provide the above referenced professional services for a monthly fee of $5,000. In addition to our fee for services, we also charge separately for out-of-pocket expenses such as travel required in your representation, lobbyist registration, CCC members' meals while meeting with legislators and staff, and any other nonstandard office expenses. We make every effort to keep these expenses to a minimum and often times split expenses amongst multiple clients if appropriate. CCC does not pay for meals or any expenses of legislators or other government officials.

CONFIDENTIALITY. CCC will treat any and all information, communications, or materials of The City as confidential and will not disclose or divulge same unless otherwise directed or authorized by The City or ordered to do so by a court of competent jurisdiction.

REPORTING. CCC will monitor all relevant actions of the Legislature and provide oral and written reports. CCC will be available to meet or discuss the status of any activities undertaken on behalf of The City. At mutually convenient times, CCC will schedule periodic meetings or conference calls at your direction to review progress of any given task or project. CCC members are continuously available by telephone, email and cell phone to serve your communication needs.

INDEPENDENT CONTRACTOR. CCC and its employees, independent contractors and agents are independent contractors in the rendition of the services under this agreement and shall not hold itself out nor permit its employees, independent contractors or agents to hold themselves out, nor claim to be officers or employees of The City.

ETHICAL AND LEGAL CONSIDERATIONS. CCC agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of The City under this agreement. In accordance with Florida reporting obligations required of lobbying firms, the firm must report percentages of this fee allocated to the legislative and executive branch services. Based on our previous experience and the nature of your issues, we project the work to be allocated 50% toward executive branch lobbying efforts and 50% toward legislative.

CONFLICTS OF INTEREST. CCC does not foresee any potential conflicts of interest with current clients. However, in the event that a conflict does occur with a future client, CCC agrees to disclose the conflict to both parties as soon as practical. CCC will attempt to resolve such conflict to the satisfaction of both parties. If a resolution agreeable to both parties is not achievable, then CCC must resolve the conflict in favor of any client represented prior to The City's initial retention of CCC.

MISCELLANEOUS PROVISIONS. This agreement constitutes the entire understanding and agreement of the parties hereto. It supersedes all prior negotiations, discussions, correspondence, communications, understandings, and agreements between the parties relating to the subject matter of this agreement. If any portion of this agreement is found to be invalid or unenforceable, all other terms, provisions and covenants shall remain in full force and effect. Any amendment hereto must be in writing and signed by the parties. Although multiple members of our firm are Florida licensed attorneys, this representation is not for legal services.

Andrew Ketchel and Caroline Frasier will have primary responsibility for this engagement.

If you agree with the terms contained in this letter of agreement, please sign and date this document and return it to our office. We appreciate your business and look forward to serving you.

Sincerely,

Andrew Ketchel

I agree with the terms of this letter contract on behalf of City of Madeira Beach.

Signed on this _____ day of _____ 20_____.

_____ _____

Signature Title

This Letter of Agreement ("Agreement") sets forth the understanding between Myers Consulting Group, LLC ("MCG") and the City of Madeira Beach ("City") regarding the nature, scope, term, and compensation for professional services to be provided by MCG.

1. TERM: This Agreement shall be effective from December 1, 2025, through November 30, 2026. Following the expiration of this term, the Agreement shall automatically renew on a year-to-year basis unless terminated by either party upon thirty (30) days' written notice.

2. SCOPE OF SERVICES: MCG will provide consulting and government relations services on behalf of the City of Madeira Beach before the Florida Executive Branch, Legislative Branch, and other relevant entities concerning matters affecting the City.

3. FEE: The City agrees to pay MCG a monthly fee of $4,000.00. Invoices will be issued in advance of each contract month and shall cover consulting services, including work performed by MCG's independent consultants. All invoices are due within sixty (60) days of the invoice date. A late fee of $250 will be assessed on the 61st day if payment has not been received. Payments shall be remitted to: Myers Consulting Group, LLC, 2822 54th Avenue S, PMB #220, St. Petersburg, FL 33712

4. EXPENSES: Lobbyist registration fees are not included in the monthly fee specified above. Such fees will be billed separately as incurred.

5. CONFLICT & CONFIDENTIALITY: MCG may represent other clients on matters that involve similar issues or areas of policy interest. However, MCG will decline any engagement that would create a direct conflict of interest with the City. At this time, MCG is not aware of any such conflicts. MCG will maintain the confidentiality of all proprietary or sensitive information concerning the City's business and strategies. Likewise, the City agrees to treat as confidential any political, strategic, or analytical information shared by MCG, to the extent permitted under Florida law.

6. REPORTING: MCG will remain available to meet or confer with City officials and staff as needed to provide updates on activities undertaken. This includes, but is not limited to:

    - Pre-session briefings
    - Post-session summaries
    - Weekly legislative session updates
    - General availability for regularly scheduled meetings

7. ETHICAL & LEGAL CONSIDERATIONS: MCG agrees to comply with all applicable local, state, and federal laws, rules, and regulations governing its representation of the City, including lobbyist registration and reporting requirements under Florida Statutes §112.3215(5).

The foregoing provisions represent the standard terms of MCG's engagement. We welcome any proposed revisions and look forward to working with you. If these terms are acceptable, please sign below and return one executed copy. All services will be performed in a professional and competent manner, in full compliance with applicable law, and with due regard for the goodwill and reputation of the City of Madeira Beach.

ACCEPTED BY:
Myers Consulting Group, LLC

_____
RJ Myers Date

ACCEPTED BY:
City of Madeira Beach

_____
City Manager Date

City of Madeira Beach Billing Contact, address, and email address.

Contact:

Address: 300 Municipal Drive, Madeira Beach, FL 33708

Email:

Shumaker
ADVISORS

101 East Kennedy Boulevard
Suite 2800
Tampa, Florida 33602
shumakeradvisors.com

SERVICES AGREEMENT

This Agreement ("Agreement") is made this 4th day of November, 2025, (the "Effective Date") between SHUMAKER ADVISORS FLORIDA, LLC, having an address at Bank of America Plaza, Suite 2800, 101 East Kennedy Boulevard, Tampa, Florida 33602 ("Shumaker Advisors"), and CITY OF MADEIRA BEACH ("Client"), having an office at 300 Municipal Drive, Madeira Beach, Florida 33708 (collectively, "Parties"). Shumaker Advisors and Client agree as follows:

1. Engagement. Client hereby engages Shumaker Advisors to provide public affairs services as more particularly set forth on Exhibit A (the "Services").

2. Registration. If required by law, representatives of Shumaker Advisors shall register as a lobbyist, and file periodic reports at Client's request. Registration requires that Shumaker Advisors file a completed Registration Form and an Authorization Form and pay the applicable registration fee. These registration fees vary from municipality to municipality, county to county, and state to state. Registration is also required to lobby on the federal level. The registration must be renewed on an annual basis. Some jurisdictions require a first time set up fee and separate registration fees for multiple issues. The Client will be billed for the Registration fee as applicable. Shumaker Advisors may also advise and assist Client, in completing Client-related reporting as required by the applicable laws and regulations.

3. Compensation and Expenses. Client agrees to pay Shumaker Advisors a flat fee of Four Thousand Five Hundred Dollars ($4,500.00) per month for the Services. Each monthly payment shall be paid by the 5th day of each calendar month in advance. Payments shall be due for a minimum of twelve (12) months ("Minimum Payment Term"). Shumaker Advisors renders statements monthly and they are payable upon receipt.

Where possible, Shumaker Advisors will channel invoices to Client for direct payment. If Client ever has questions regarding our statements or the services which are being rendered, Client shall advise Shumaker Advisors promptly so that Shumaker Advisors may address Client's concern and take appropriate action to meet Client's expectations.

Shumaker Advisors is confident that their clients make every effort to pay promptly. Occasionally, however, a client has difficulty in making timely payment. To avoid burdening those clients who pay their statements promptly with higher fees reflecting the added cost Shumaker Advisors incur as a result of clients who are delinquent, Shumaker Advisors will assess a monthly service charge at the rate of one percent (1%) per month for late payments. This charge will be assessed on the last day of each month against all fees and costs which were billed before the beginning of the month and remain unpaid at the end of the month. In no event will the service charge be greater than permitted by any applicable law. In the unlikely event that Shumaker Advisors are required to institute legal proceedings to collect fees and costs owed by Client, Client will also be liable for reasonable attorneys' fees incurred and other costs of collection. Lawyer time will be billed separately and at the usual hourly rate.

4. Term. This Agreement shall be for a term of twelve (12) months, beginning December 1, 2025 and ending November 30, 2026 (the "Initial Term").

5. Termination. This Agreement may be terminated by Shumaker Advisors at any time by providing written notice to Client, and or by Client with sixty (60) days written notice provided by Client to Shumaker Advisors. Notwithstanding the preceding sentence, in the event Client terminates, Shumaker Advisors shall be entitled to the compensation specified in paragraph 3 for the remaining Minimum Payment Term of the Agreement.

6. Confidentiality. Client agrees that the terms of this Agreement shall be held strictly confidential by Client and may not be disclosed to a third party without written approval from Shumaker Advisors, except as required by law or judicial order.

7. Disclosure of Shumaker Advisor's relationship with Shumaker, Loop & Kendrick, LLP. Client understands that Shumaker, Loop & Kendrick, LLP is the managing member of Shumaker Advisors. Entering into this Agreement does not obligate Client to employ Shumaker, Loop & Kendrick, LLP to perform any legal work that Client deems necessary, whether in connection with the Services or otherwise. In the event that Client decides to retain Shumaker, Loop & Kendrick, LLP to perform legal work, Client will separately engage Shumaker, Loop & Kendrick, LLP. If Client is a current client of Shumaker, Loop & Kendrick, LLP, Client acknowledges that Shumaker, Loop & Kendrick, LLP has advised Client to seek independent legal counsel to advise Client on the questions of whether Client should proceed with the Services and whether Client should engage Shumaker Advisors to provide the Services. Client acknowledges that Shumaker Advisors does not provide legal services and is not being retained by Client to provide legal services or legal advice.

8. Choice of Law. This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida.

9. Arbitration. Any dispute between Shumaker Advisors and Client shall be resolved by arbitration administered by the American Arbitration Association under its then-current Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Any arbitration hearings will be held in Tampa, Florida, and will be heard by one arbitrator. The Parties shall select the arbitrator within 15 days after the commencement of the arbitration. If the Parties fail to select the arbitrator on or before the expiration of the fifteen-day deadline, then AAA shall select the arbitrator within seven days thereafter. The arbitrator shall issue the Award within six months of appointment, unless the Parties mutually agree otherwise. Judgment on the award may be awarded, and any motion to vacate may be filed, only in a federal or state court in Hillsborough County, Florida, and the Parties consent to exclusive venue and personal jurisdiction in those courts. Each Party retains the right to use arbitration to seek a temporary restraining order or preliminary injunction pending arbitration. The prevailing Party shall be entitled to its reasonable costs and attorney fees for the arbitration.

10. Amendment or Waiver. This Agreement may not be modified or amended except by an instrument in writing duly executed by both Parties. The failure of either Party to require strict compliance or performance by the other Party or to fail to claim a breach of any provision of

this Agreement shall not be construed as a waiver of any subsequent breach nor affect the effectiveness of the Agreement for any Party or prejudice either Party as regards to any provisions or conditions. No consent provided is effective unless evidenced by an instrument in writing duly signed by the Party sought to be charged with a waiver or consent of a term of this Agreement.

11. Notices. Except as otherwise set forth herein, any and all notices required under the terms of this Agreement shall be in writing and shall be sent by hand delivery or by certified mail, return receipt requested. Unless otherwise designated in writing, notices shall be addressed to the Parties at the address set forth in the beginning of this Agreement.

12. Entire Agreement. The terms of this Agreement contain the entire agreement between the Parties and supersede all prior or contemporaneous discussions, negotiations, representations, or agreements relating to the subject matter of this Agreement. No changes to this Agreement may be made unless made in writing and signed by each Party to this Agreement.

13. Amendment. This Agreement may be amended by mutual written agreement of the Parties.

IN WITNESS WHEREOF, the Parties agree to the terms above as evidenced by the signatures below as of the Effective Date.

CLIENT: CITY OF MADEIRA BEACH	**SHUMAKER ADVISORS FLORIDA, LLC**
Signature:_____	Signature:_____
By: _____	By: Ronald A. Christaldi
Its: _____	Its: President and Chief Executive Officer

Exhibit A
Services

Shumaker Advisors Florida, LLC will provide the following services to CITY OF MADEIRA BEACH: consulting and government relations services to City of Madeira Beach before the Florida Executive and Legislative branches and other entities on issues related to City of Madeira Beach

Memorandum

Meeting Details: November 12, 2025

Prepared For: Hon. Mayor Brooks & Board of Commissioners

Staff Contact: Andrew Laflin, Finance Director

Subject: Proposed FY 2025 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. The reason for this adjustment is certain costs incurred in FY 2025 relating to the purchase of computers for City employees needed for an upgrade from Microsoft Windows 10 to Windows 11 that were not contemplated during the annual budget preparation process. The purpose of increasing the budget for the General Fund and Information Technology 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 2025-11.

Attachments

- Resolution 2025-11
- Exhibit A – FY 2025 Budget Amendment #2 Details

RESOLUTION 2025-11

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2025 (OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025) BY INCREASING APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL 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 2025; and

WHEREAS, the Board of Commissioners of the City of Madeira Beach desires to adopt an amendment to the Fiscal Year 2025 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 2025 to hereby be amended to reflect an increase in appropriations for expenditure within the General 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 detail 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 _____, 2025.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

Proposed FY 2025 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	2,150,000	2,150,000	426,351	20%	*
Building Fund	Building Services	1,345,000	1,345,000	418,309	31%	**
Debt Service Fund	Debt Service	313,625	313,625	320,637	102%	
Gas Tax Fund	Gas Tax	98,500	98,500	95,928	97%	
General Fund	City Clerk	100	100	512	512%	
	City Manager	10,000	10,000	731		
	Community Development	152,000	152,000	95,141	63%	
	Fire/Ems	1,063,403	8,463,403	1,962,281	23%	***
	John's Pass Village	750,000	750,000	-	0%	****
	Non-Departmental	13,907,047	29,187,047	19,652,210	67%	
	Recreation	370,000	370,000	203,060	55%	
Local Option Sales Tax Fund	Special Projects	734,000	734,000	780,456	106%	
Marina Fund	Marina	2,031,200	2,031,200	1,402,688	69%	
Parking Fund	Parking Management	3,728,750	3,728,750	3,028,283	81%	
Sanitation Fund	Sanitation	1,887,000	1,887,000	1,959,216	104%	
Stormwater Fund	Stormwater	3,549,949	3,549,949	604,613	17%	*****
Impact Fee Fund	Fire/Ems	7,050	7,050	7,911	112%	
	Public Works Streets	47,000	47,000	33,837	72%	
	Recreation	131,800	131,800	156,575	119%	

* No revenues yet for Beach Groins Renourishment ($1.75m appropriation); $2.5m transfer from General Fund not yet recorded

** Fees waived in FY 2025 for permits pertaining new construction and renovation stemming from hurricane damage sustained

***Actual revenues for Redington Fire Station construction based on timing of expenditures incurred subject to reimbursement from Pinellas County

**** John's Pass North Shoreline Dredging Project still in progress; $159k spent project to date

***** $1.495m budgeted transfer from General Fund and $1.27m Area 3 & Area 6 grants not yet recorded in FY 2025

Budget Vs Actual - Expense Comparison by Fund & Department

Fund Name	Department Name	Original Budget	Amended Budget	Actual Balance	% Used
Archibald Park Fund	Archibald	4,525,250	4,555,250	3,065,114	67%
Building Fund	Building Services	1,775,225	1,766,225	1,381,477	78%
Debt Service Fund	Debt Service	320,000	320,000	299,125	93%
Gas Tax Fund	Gas Tax	136,500	136,500	115,189	84%
General Fund	Board Of Commissioners	157,260	157,260	51,171	33%
	City Clerk	518,729	518,729	384,316	74%
	City Manager	1,228,600	1,228,600	881,332	72%
	Community Development	945,275	945,275	878,437	93%
	Finance	712,400	712,400	691,421	97%
	Fire/Ems	3,712,950	11,112,950	4,524,885	41%
	Human Resources	49,245	99,245	88,318	89%
	Information Technology	218,806	278,806	287,091	103% *
	John's Pass Village	1,200,500	1,245,500	221,757	18%
	Law Enforcement	1,610,865	1,735,865	1,701,682	98%
	Legal Services	196,500	196,500	159,780	81%
	Non-Departmental	2,570,430	17,570,430	6,186,196	35%
	Parks	68,350	68,350	57,791	85%
	Public Works Administration	1,303,540	1,303,540	998,584	77%
	Recreation	1,656,100	1,656,100	1,456,170	88%
Local Option Sales Tax Fund	Fire/Ems	69,000	69,000	62,429	90%
	John's Pass Village	1,000,000	1,000,000	-	0%
	Public Works Administration	1,000,000	1,000,000	-	0%
	Recreation	765,000	765,000	62,962	8%
Marina Fund	Marina	1,259,360	1,334,360	1,297,315	97%
Parking Fund	Parking Management	1,823,685	1,823,685	1,463,827	80%
Sanitation Fund	Sanitation	2,018,670	2,053,670	1,807,775	88%

* See FY 2025 Proposed Budget Amendment #2

FY 2025 BUDGET AMENDMENT #2

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - Information Technology	001.1010.531005	IT Services	171,416	30,000	201,416
Total Budgeted Outflow Increase:				**30,000**	
General Fund - Non-Departmental	001.1400.550001	Disaster Related Expenses	15,000,000	(30,000)	14,970,000
Total Budgeted Outflow Decrease:				**(30,000)**	

Purpose:

Purchase of new computers for employees to facilitate the upgrade from Microsoft Windows 10 to Windows 11.

Memorandum

Meeting Details: November 14, 2025

Prepared For: Hon. Mayor Brooks & Board of Commissioners

Staff Contact: Andrew Laflin, Finance Director

Subject: Reimbursement Resolution – Land Acquisition

Background

The City of Madeira Beach completed the acquisition of property located at 555 150th Avenue, Madeira Beach, FL, 33708 on October 22, 2025. The total purchase price inclusive of closing costs was $18,068,303.99. The City intends to be reimbursed from proceeds of a future tax-exempt or taxable financing or financings for capital expenditures already paid for the land purchase and to be paid for future capital costs expended by the City prior to the incurrence of debt for the purpose of financing the land acquisition plus development costs (the "Project"). Pending reimbursement, the City expects to use funds on deposit in the general fund to pay such costs including but not limited to capital expenditures, costs of design and engineering, and other costs related to the Project. It is reasonably expected that the total amount of debt to be incurred by the City with respect to the Project will be $18,000,000.

Fiscal Impact

There is no immediate financial impact associated with this reimbursement request. Any financial obligations will be presented to Commission for approval once the loan terms and amount are finalized.

Recommendation(s)

Staff recommends that Commission authorize staff approve Resolution 2025-12 – Reimbursement of Capital Expenditures.

Attachments

- Resolution 2025-12 – Reimbursement of Capital Expenditures

RESOLUTION NO. 2025-12

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES INCURRED WITH PROCEEDS OF A FUTURE FINANCING OR FINANCINGS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners of the City of Madeira Beach, Florida (the "Issuer") has determined that the need exists to incur debt in order to finance a capital project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Madeira Beach, Florida, that**:**

SECTION 1. Authority. This resolution (the "Resolution") is adopted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the municipal charter of the Issuer, and other applicable provisions of law.

SECTION 2. Declaration of Intent. The Issuer hereby expresses its intention to be reimbursed from proceeds of a future tax-exempt or taxable financing or financings for capital expenditures to be paid by the Issuer prior to the incurrence of debt for the purpose of financing certain land acquisition located at 555 150th Avenue, Madeira Beach, Florida (the "Project"). Pending reimbursement, the Issuer expects to use funds on deposit in the general fund to pay such costs including but not limited to capital expenditures, costs of design and engineering, and other costs related to the Project. It is reasonably expected that the total amount of debt to be incurred by the Issuer with respect to the Project will be $18,000,000. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations which were promulgated pursuant to the Internal Revenue Code of 1986, as amended, with respect to the debt incurred, in one or more financings, to finance the Project.

SECTION 3. Severability. If any one of more of the provisions of the Resolution shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision contained therein.

SECTION 4. Repealer. All resolutions and parts thereof in conflict herewith are, to the extent of such conflicts, hereby superseded and repealed.

[Remainder of page intentionally left blank]

SECTION 5. Effective Date. This Resolution shall take effect immediately upon its passage.

INTRODUCED AND ADOPTED by the Board of Commissioners of the City of Madeira Beach, Pinellas County, Florida, on this 12th day of November, 2025.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

TRASK DAIGNEAULT LLP ATTORNEYS

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

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

November 12, 2025

Florida Department of Commerce
107 E. Madison Street, MSC 160
The Caldwell Building
Tallahassee, FL 32399

Re: Local Government Emergency Revolving Bridge Loan

Dear Mr. Parsons:

I am City Attorney to the City of Madeira Beach, Florida (the “City”) and am issuing this opinion in connection with the execution and delivery of the Promissory Note between the City and the Florida Department of Commerce (“Florida Commerce”) constituting an emergency bridge loan from Florida Commerce in the amount of $3,148,500.00 to finance continuing governmental operations (the “Note”). Terms not otherwise defined herein shall have the meanings ascribed thereto in the loan documents inclusive of the Note and Loan Agreement.

In connection with this opinion, I have examined a record of proceedings relating to the execution and delivery of the Loan Agreement by the City and the issuance by the City of the accompanying Promissory Note. The Note is issued under the authority of the laws of the State of Florida including the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the City, Resolution No. 2025-13 enacted by the Board of Commissioners of the City on November 12, 2025 (the “Resolution") and other applicable provisions of law, and the Loan Agreement.

Based on the foregoing, under existing law, I am of the opinion that:

1. The City is a municipal corporation duly created and validly existing under the laws of the State of Florida (the "State").

2. The City has duly adopted the Resolution, has duly authorized, executed and delivered the Loan Agreement and the Note, and each of the Resolution, the Loan Agreement and the Note constitutes a legal valid and binding obligation of the City enforceable in accordance with its terms.

3. The adoption of the Resolution and the execution and delivery of the Loan Agreement and the issuance of the Note and compliance with the provisions thereof will

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A Limited Liability Partnership

not conflict with or constitute a material breach of or default under any existing law, administrative regulation, court decree, resolution or agreement to which the City is subject and the City has the power and authority under the laws of the State to covenant to budget and appropriate Non-Ad Valorem Revenues in the manner and to the extent provided in the Resolution and the Loan Agreement to pay the Note and interest thereon in accordance with the terms thereof.

4. No litigation or other proceedings are pending or, to the best of my knowledge after due inquiry with respect thereto, threatened in any court or other tribunal of competent jurisdiction, State or Federal, in any way (A) restraining or enjoining the issuance, sale or delivery of the Loan Agreement or the issuance of the Note or (B) questioning or affecting the validity of the Loan Agreement, the Note or the Resolution, or (C) questioning or affecting the validity of any of the proceedings for the authorization, sale, execution, registration, issuance or delivery of the Loan Agreement, the Note and the security therefor; or (D) questioning or affecting the organization or existence of the City or the Board of Commissioners or the title to office of the Commissioners thereof; or (E) in which a final adverse decision would materially adversely affect the ability of the City to execute and deliver the Loan Agreement or issue the Note or either of them to be invalid and unenforceable in whole or in material part or which could have a material adverse effect on the condition (financial or otherwise) of the City.

5. No consent, approval, authorization or other action by, or filing or registration with, any governmental authority of the United States or the State of Florida is required by or on behalf of the City to adopt the Resolution or to execute and deliver the Note and the Loan Agreement and to close the transactions contemplated by the foregoing, other than those consents, approvals, authorizations, actions, filings and registrations as to which the requisite consents, approvals or authorizations have been obtained, the requisite actions have been taken and the requisite filings and registrations have been accomplished.

All of the above opinions as to enforceability of the legal obligations of the City are subject to and limited by bankruptcy, insolvency, reorganization, moratorium and similar laws, in each case relating to or affecting the enforcement of creditors rights generally, and other general principles of equity.

Very truly yours,

TRASK DAIGNEAULT, LLP

Thomas J. Trask, B.C.S.
City Attorney for the City of Madeira Beach

RESOLUTION NO. 2025-13

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA AUTHORIZING THE EXECUTION AND DELIVERY OF THE FORM OF ATTACHED LOAN DOCUMENTS BETWEEN THE CITY AND THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE FOR A PRINCIPAL AMOUNT OF $3,148,500.00 TO FUND GOVERNMENTAL OPERATIONS; MAKING CERTAIN FINDINGS OF PARAMOUNT PUBLIC PURPOSE; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE INDEBTEDNESS; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE PROMISSORY NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; DESIGNATING AN OFFICIAL WITH AUTHORITY TO EXECUTE DOCUMENTS WITH RESPECT TO THE LOAN; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA AS FOLLOWS:

Section 1: *Authority for this Resolution.* This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 166, Florida Statutes, as amended and other applicable provisions of law.

Section 2: *Definitions.* The following words and phrases shall have the following meanings when used herein:

"Local Government" means City of Madeira Beach, Florida, with its office at 300 Municipal Drive, Madeira Beach, Florida 33708, a general purpose local government established under the legal authority of the Constitution of the State of Florida.

"Debt" or *"Loan"* means the $3,148,500.00 in loan funds applied for by the Local Government and awarded by the Department, and subject to the terms and conditions of the Loan Agreement and the Promissory Note.

"Debt Service Fund" means the Local Government's Debt Service Fund held by the Finance Director of the Local Government.

"Department" means the Department of Commerce, with its principal office at 107 East Madison Street, MSC 160, The Caldwell Building, Tallahassee, Florida, 32399.

"Governmental Fund Revenues" means the total revenues of the Local Government derived from any source whatsoever and that are allocated and accounted for in the "governmental funds" as shown in the annual audited financial statements of the Local Government for the applicable fiscal year, excluding any ad valorem revenues, grants, and restricted gifts.

"*Governmental Operations*" means costs associated with continuing, expanding, or modifying local governmental operations to meet disaster-related needs, and includes costs such as, but not necessarily limited

to, staff salaries and payroll. This term does not include capital and equipment costs associated with the construction, repair, or renovation of damaged public facilities or infrastructure.

"Loan Agreement" means the loan agreement entered into by and between the Local Government and the Department, a form of which is attached hereto as Exhibit A.

"Loan Documents" means collectively the Loan Agreement and the Promissory Note.

"Non-Ad Valorem Revenues" means all Governmental Fund Revenues, other than (1) revenues generated from ad valorem taxation on real or personal property, (2) grants, and (3) restricted gifts, which are legally available to make the payments required herein.

"Pledgeable Non-Ad Valorem Revenues" means all legally available Non-Ad Valorem Revenues of the Local Government, including any funds received from any federal programs for disaster-related expenses, which are legally available to make the payments required by the Resolution.

"Promissory Note" means the promissory note evidencing the indebtedness of the Local Government to the Department for the Loan amount, a form of which is attached hereto as Exhibit B.

"Resolution" means this Resolution, including any supplemental resolution(s) hereto.

"State" means the State of Florida.

Section 3: *Findings.* It is hereby ascertained, determined, and declared that:

(A) It is necessary and desirable for the benefit of its inhabitants and the continued preservation of the economic welfare, and the health, welfare, and safety of the Local Government and its inhabitants, to obtain a loan from the Department through the Local Government Emergency Bridge Loan Program, section 288.066, Florida Statutes, in the amount of $3,148,500.00, to provide funds that the Local Government may use for Governmental Operations.

(B) It is necessary and desirable to provide for the execution and delivery of the Loan Documents to implement and deliver the Loan.

Section 4: *Loan Documents and Payment.*

(A) The Local Government shall accept, subject to the terms and conditions of the Loan Documents, the Loan amount, for the purposes described above. The Loan amount shall bear interest not to exceed the maximum legal rate per annum, and shall be payable, mature, and be subject to redemption and such other characteristics as provided in the Loan Documents.

(B) Amounts due under the Loan Documents shall be payable from Pledgeable Non-Ad Valorem Revenues of the Local Government derived from the Local Government's covenant to budget and appropriate from Pledgeable Non-Ad Valorem Revenues each year such monies sufficient to pay principal and interest on the Promissory Note.

(C) The Local Government expects that sufficient Pledgeable Non-Ad Valorem Revenues will be available to pay the principal and interest due and payable on the Promissory Note as of the date such payment is due.

(D) The Local Government will maintain all unexpended Loan funds received from the Department in bank accounts separate from its other operating or other special purposes accounts. The Local Government will not commingle the Loan funds with any other funds, projects, or programs. Any interest earned on unexpended Loan funds remain State funds, pursuant to section 288.006, Florida Statutes.

(E) The Mayor, Vice-Mayor, City Clerk, City Manager, Acting City Manager and Director of Finance/City Treasurer are hereby authorized to take such further actions and execute and deliver such further documents, certificates and agreements as are necessary to facilitate the purposes of this Resolution.

Section 5: *Covenant to Budget and Appropriate; Establish Debt Service Fund.*

(A) There is hereby created and established the Debt Service Fund, which fund shall be a trust fund held by the Director of Finance/City Treasurer office, for the benefit of the Department and solely for the payment of the Debt. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein. The money in the Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State of Florida, and as evidenced and more completely described in the Loan Documents. The Local Government may at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Department, the Debt Service Fund established hereby. Such depository or depositaries shall perform at the direction of the Local Government the duties of the Local Government in depositing, transferring and disbursing moneys to and from the Debt Service Fund as herein set forth, and all records of such depositary in performing such duties shall be open at all reasonable times to inspection by the Local Government and its agents and employees. Any such depositary shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars ($50,000,000). Notwithstanding anything herein to the contrary, the Local Government may invest amounts on deposit in the Debt Service Fund in accordance with the Investment of Local Government Surplus Funds Act, Florida Statutes 218.415, and the Local Government's investment policy.

(B) The Local Government covenants and agrees to appropriate in its annual budget, by amendment if necessary, from Pledgeable Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, Pledgeable Non-Ad Valorem Revenues sufficient to pay principal of and interest on the Promissory Note as the same shall become due. Such covenant and agreement on the part of the Local Government to budget, appropriate, and deposit such amounts of Pledgeable Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Pledgeable Non-Ad Valorem Revenues in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. The Local Government further acknowledges that the obligations of the Local Government to include the amount of any deficiency in payments in each of its annual budgets and to pay such deficiencies from Pledgeable Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth in the Loan Documents.

(C) The Local Government is not prohibited from pledging future Non-Ad Valorem Revenues, nor is the Local Government required to levy and collect any particular Non-Ad Valorem Revenues, nor does the Local Government give the Department a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general secured creditors of the Local Government. All obligations of the Local Government hereunder shall be payable from the Pledgeable Non-Ad Valorem Revenues budgeted, appropriated, and deposited as provided herein and nothing herein shall be deemed to be a general obligation of the Local Government or to pledge ad valorem taxing power or ad valorem tax revenues, or to permit or constitute a mortgage or lien upon any assets owned by the Local Government. Neither the Department nor any other person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Local Government, or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder, or to maintain or continue any of the activities of the Local Government which generate user service charges,

regulatory fees, or any other Non-Ad Valorem Revenues. The obligation of the Local Government to budget, appropriate, deposit, and make payments hereunder from its Pledgeable Non-Ad Valorem Revenues is subject to the availability of Pledgeable Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations incurred prior to or after the effective date of the Loan Documents, and the funding requirements for essential governmental services of the Local Government or for essential public purposes affecting the health, welfare, and safety of the Local Government's inhabitants. The Debt shall be payable as provided herein and is subject in all respects to the provisions of Chapter 166, Florida Statutes.

Section 6: *Anti-Dilution Test.* The Local Government may incur additional debt secured by all or a portion of the Non-Ad Valorem Revenues only if the total amount of Non-Ad Valorem Revenues for the prior Fiscal Year were at least 1.50 times the maximum annual debt service of all debt to be paid from Non-Ad Valorem Revenues (collectively, "Debt"), including any Debt payable from one or several specific revenue sources.

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed as follows:

(a) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is less than or equal to 25% of the principal amount of all Debt (including the Debt proposed to be incurred), an interest rate equal to the higher of 8% per annum or The Bond Buyer 40 Index shall be assumed; or

(b) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is more than 25% of the principal amount of all Debt (including the Debt proposed to be incurred), the maximum rate which could be borne by such Variable Rate Debt shall be assumed.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to 20 years (from the date of calculation) on a level debt service basis. In the event that the Local Government is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service. For purposes of this paragraph, "balloon indebtedness" includes indebtedness if 25% or more of the principal amount thereof comes due in any one year.

Section 7: *Budget, Financial, and Other Information.*

(A) The Local Government shall provide the Department with a copy of its annual budget, prepared in accordance with Florida law, within thirty (30) days of its adoption date by the Local Government's Board of Commissioners, and such other financial information regarding the Local Government as the Department may reasonably request.

(B) Not later than thirty (30) days following the Local Government Auditor's presentation of the Local Government's annual audited financial statements to the Local Government's [Board of Commissioners the Local Government shall provide the Department with its Audited Annual Financial Report including annual financial statements for each fiscal year of the Local Government, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant, including calculations detailing the financial covenant in Section 6.

Section 8: *Impairment of Contract.* The Local Government will not, without the written consent of the Department, amend this Resolution, or enact any ordinance or adopt any resolution which could reasonably be

considered to repeal, impair, or amend in any manner the rights granted to the Department hereunder and under the Loan Documents.

Section 9: *Limitation of Rights*. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Loan Documents is intended or shall be construed to give to any person other than the Local Government and the Department any legal or equitable right, remedy, or claim under or with respect to this Resolution, the Loan funds, the Loan Documents, or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the Local Government and the Department.

Section 10: *Severability; Repealer*. If any portion of this Resolution is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decision shall not affect the remaining portion of this Resolution, which shall otherwise remain in full force and effect. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 11: *Delegation of Authority*. The Mayor of the City of Madeira Beach has the authority to execute any and all necessary documents relative to the Loan, including but not limited to the Promissory Note and the Loan Agreement.

Section 12: *Effective Date*. This Resolution shall take effect immediately upon its final passage and adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS DAY OF , 2025.

CITY OF MADEIRA BEACH, FLORIDA

By: _____
Name: Anne-Marie Brooks
Title: Mayor

ATTEST:

By: _____
Name: Clara VanBlargan, MMC, MSM
Title: City Clerk

I HEREBY CERTIFY that I have approved this Resolution as to form.

By: _____
Name: Thomas J. Trask, Esquire
Title: City Attorney

FLORIDA DEPARTMENT OF COMMERCE
LOCAL GOVERNMENT EMERGENCY BRIDGE LOAN AGREEMENT

THIS LOAN AGREEMENT ("Agreement"), made by and between the City of Madeira Beach, Florida (the "Local Government" or "Borrower"), and THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE (the "Lender"). The Borrower and the Lender may be referred to individually each as a "Party" and collectively as the "Parties."

WHEREAS, the Borrower has applied to Lender for an extension of credit pursuant to section 288.066 of the Florida Statutes; and

WHEREAS, Lender has agreed to provide an extension of credit as set forth in section 288.066 of the Florida Statutes and in accordance with the terms hereof; and

WHEREAS, the Borrower has the authority to enter into this Agreement, as set forth in Resolution 2025-13, attached hereto and incorporated herein by reference; and

WHEREAS, this agreement is not a general obligation of the State of Florida, nor is it backed by the full faith and credit of the State of Florida, and payment of funds hereunder is conditioned on and subject to appropriations by the Florida Legislature; and

WHEREAS, the Borrower has the authority to enter into this Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 "Agreement" means this instrument, as it may from time to time be amended.

1.2 "Debt"' or "Loan" means the $3,148,500.00 in loan funds applied for by the Borrower and awarded by the Department, and subject to the terms and conditions of the Loan Agreement and the Promissory Note.

1.3 "Debt Service Fund" means the Local Government's Debt Service Fund held by the Finance Director of the Local Government.

1.4 "Default" means any of the events specified in Section 5 of this Agreement, whether any such requirement in connection with such event for the giving of notice or the lapse of time or the happening of any further condition, event, or act has been satisfied.

1.5 "Event of Default" means any of the events specified in Section 5 of this Agreement, provided there has been satisfied any requirements in connection with such event for the giving of notice or the lapse of time or the happening of any further condition, event, or act.

1.6 "Financial Statements" means a balance sheet and statement of income and surplus as of the end of and for the applicable period for the Borrower.

1.7 "Governmental Fund Revenues" means the total revenues of the Local Government derived from any source whatsoever and that are allocated and accounted for in the "governmental funds" as shown in the annual audited financial statements of the Local Government for the applicable fiscal year, excluding any ad valorem revenues, grants, and restricted gifts.

1.8 "Governmental Operations" means costs associated with continuing, expanding, or modifying local governmental operations to meet disaster-related needs, and includes costs such as, but not necessarily limited to, staff salaries and payroll. This term does not include capital and equipment costs associated with the construction, repair, or renovation of damaged public facilities or infrastructure.

1.9 "Indebtedness" means all amounts due from Borrower to Lender under the Loan Documents, including, without limitation, principal, interest, cost of collection, attorneys' fees, and other expenses of the Lender which Borrow

obligated to pay and amounts advanced by Lender in discharge of obligations of the Borrower hereunder persons under the Loan Documents, whether such debts are now due or hereafter incurred, direct or indirect, and whether such debts are from time to time reduced and thereafter increased or entirely extinguished and thereafter reincurred.

1.10 "Loan Documents" means this Agreement, the Promissory Note, and Opinion of Borrower's Counsel.

1.11 "Non-Ad Valorem Revenues" means all Governmental Fund Revenues, other than (1) revenues generated from ad valorem taxation on real or personal property, (2) grants, and (3) restricted gifts, which are legally available to make the payments required herein.

1.12 "Pledgeable Non-Ad Valorem Revenues" means all legally available Non-Ad Valorem Revenues of the Local Government, including any funds received from any federal programs for disaster-related expenses, which are legally available to make the payments required by the Resolution.

1.13 "Pledged Revenues" means the Pledgeable Non-Ad Valorem Revenues and the proceeds of any indebtedness incurred for the purpose of financing the Governmental Operations.

1.14 "Promissory Note" means that promissory note executed by the Borrower as maker to the Lender as payee in the original principal amount of $3,148,500.00, or any subsequent renewals of the original promissory note.

1.15 "Obligation" means each and every obligation to pay money, whether direct, indirect, or contingent, however arising, including, without limitation, general accounts payable, payments under leases, installment purchase contracts, and debts for money borrowed.

1.16 "Opinion of Borrower's Counsel" shall be an opinion letter written by the Borrower's Counsel to the Lender, in a form acceptable to the Lender, which shall include, but is not limited to, a statement that all Loan Documents have been legally and properly executed and obligate the Borrower and are enforceable according to their terms.

2. BORROWING AND PAYMENTS

2.1 Note: The funds loaned hereunder will be evidenced by the Promissory Note indicating the aggregate principal amount; provided, however, that the amount actually due from Borrower to Lender from time to time will be evidenced by the Lender's records.

2.2 Conditions Precedent to Lender's Obligations: Prior to the Lender having any obligations hereunder, Lender in its sole discretion may require the following in form and content reasonably acceptable to Lender and its counsel (1) the Promissory Note; (2) the Opinion of Borrower's Counsel; and (3) such other documents as Lender may reasonably request.

2.3 Interest: From the Maturity Date until the principal loan amount is paid the interest shall accrue on the unpaid principal balance at a rate described in paragraph 2.4 below.

2.4 Repayment of Principal and Interest: The principal and interest shall be repaid as follows:

2.4.1 The Borrower shall repay principal of $3,148,500.00 (the "Outstanding Principal") on or before 120 months from the hereinafter defined Effective Date of this Agreement (the "Maturity Date"). The Outstanding Principal may be repaid in whole or in part at any time without penalty.

2.4.2 No interest will accrue for the term of the loan. At the Maturity Date, simple interest will be computed on the basis of the actual number of days elapsed over an assumed 360-day year on the then outstanding principal balance. From the Maturity Date until the principal is paid the interest rate shall be based on a fixed rate of interest at 3% per annum.

2.4.3 The Borrower may request a six-month extension to the Maturity Date at any time before the Maturity Date. If approved by the Lender the new date after the extension shall become the Maturity Date.

2.5 Application of Payments: All payments received on the Indebtedness shall be applied first to interest to the ex accrued and then to principal.

3. AFFIRMATIVE COVENANTS

3.1 Amounts due under the Loan Documents shall be payable from Pledgeable Non-Ad Valorem Revenues of the Borrower derived from the Borrower's covenant to budget and appropriate from Pledgeable Non-Ad Valorem Revenues each year such monies sufficient to pay principal and interest on the Promissory Note.

3.2 The Borrower will maintain all unexpended Loan funds received from the Department in bank accounts separate from its other operating or other special purposes accounts. The Borrower will not commingle the Loan funds with any other funds, projects, or programs. Any interest earned on expended Loan funds remain State funds, pursuant to section 288.006, Florida Statutes.

3.3 There is hereby created and established the Debt Service Fund held by the Director of Finance/City Treasurer, of the Local Government, held for the benefit of the Department and solely for the payment of the Debt. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Fund. The money in such Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State of Florida, and as evidenced and more completely described in the Loan Documents. The Local Government may at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Department, the Debt Service Fund established hereby. Su.ch depository or depositaries shall perform at the direction of the Local Government the duties of the Local Government in depositing, transferring and disbursing moneys to and from each such Fund as herein set forth, and all records of such depositary in performing such duties shall be open at all reasonable times to inspection by the Local Government and its agents and employees. Any such depositary shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars ($50,000,000). Notwithstanding anything herein to the contrary, the Local Government may invest amounts on deposit in the Debt Service Fund in accordance with the Act, Florida Statutes 218.415, and the Local Government's investment policy.

3.4 The Local Government covenants and agrees to appropriate in its annual budget, by amendment if necessary, from Pledgeable Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, Pledgeable Non-Ad Valorem Revenues sufficient to pay principal of and interest on the Promissory Note as the same shall become due. Such covenant and agreement on the part of the Borrower to budget, appropriate, and deposit such amounts of Pledgeable Non-Ad Valorem Revenues shall be cumulative to the extent not paid and shall continue until such Pledgeable Non-Ad Valorem Revenues in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. The Borrower further acknowledges that the obligations of the Borrower to include the amount of any deficiency in payments in each of its annual budgets and to pay such deficiencies from Pledgeable Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth in the Loan Documents.

3.5 The Borrower is not prohibited from pledging future Non-Ad Valorem Revenues, nor is the Borrower required to levy and collect any particular Non-Ad Valorem Revenues, nor does the Borrower give the Department a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general secured creditors of the Borrower. All obligations of the Borrower hereunder shall be payable from the Pledgeable Non-Ad Valorem Revenues budgeted. appropriated, and deposited as provided herein and nothing herein shall be deemed to be a general obligation of the Borrower or to pledge ad valorem taxing power or ad valorem tax revenues, or to permit or constitute a mortgage or lien upon any assets owned by the Borrower. Neither the Department nor any other person may compel the levy of ad valorem tax.es on real or personal property within the boundaries of the Borrower, or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder, or to maintain or continue any of the activities of the Borrower which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. The obligation of the Borrower to budget, appropriate, deposit and make payments hereunder from its Pledgeable Non-Ad Valorem Revenues is subject to the availability of Pledgeable Non-Ad Valorem Revenues after the satisfaction of the funding

requirements for obligations incurred prior to or after the effective date of the Loan Documents, and the requirement for essential governmental services of the Borrower or for essential public purposes affecting the health, welfare, and safety of the Borrower's inhabitants. The Debt shall be payable as provided herein and is subject in all respects to the provisions of Section 166.241, Florida Statutes.

3.6 Right of Inspection: Whenever Lender, in its sole discretion, deems it necessary, the Borrower will permit Lender or any agent designated by Lender to visit and inspect any of Borrower's properties and its organizational documents, bylaws, minute books and records, all at such reasonable times and as often as Lender may reasonably request.

3.7 Insurance: The Borrower will maintain adequate insurance (both casualty {if improved} and liability) with responsible insurers with coverage normally obtained by organizations similar to the Borrower in terms of various factors, including without limitation, geographical location, size and history of catastrophic damage, and shall annually provide documentation of the insurance coverage and its payment to Lender so long as this Agreement is in force.

3.8 Taxes and Other Charges: The Borrower will pay and discharge or cause to be paid and discharged all taxes, charges, or claims of any type at any time assessed against the Borrower which could become a lien against the Borrower or any of its properties. The Borrower shall also pay all inspection costs. Nothing in this subsection shall require the payment of any sum so long as the Borrower shall, by appropriate proceedings, contest the same in good faith and so long as Borrower, if so requested by Lender, creates a funded reserve equal to the amount so claimed or assessed.

3.9 Further Assurances: If at any time Lender or its counsel is of the reasonable opinion that any additional documents or materials are required or appropriate to carry out the intentions of the parties hereto to perfect the liens, debts, or obligations, or complete the construction and improvements contemplated by this Agreement, then Borrower shall, within 10 days after written notice of such opinion from Lender or its counsel, do or cause to be done all things and matters necessary (including, without limitation, obtaining any consents) to assure to the reasonable satisfaction of counsel for Lender that such intentions are properly carried out.

3.10 Compliance with Certain Requirements: The Borrower agrees that in its operations the Borrower will comply with all applicable rules and regulations of any federal, state or local governmental authorities which may be applicable to Borrower and/or any of its businesses.

3.11 Executive Officers: The Borrower agrees that at all times that it shall follow its rules, bylaws and requirements concerning the service of its officers and Board of Commissioners . The undersigned is the current Mayor of the Board of Commissioners of Borrower and has the right, power, and authority to execute and deliver documents, including but not limited to the Loan Documents, on behalf of the Borrower and thereby bind the Borrower to the terms thereof. This Agreement shall be executed by the Mayor and shall have the effect of a resolution as to all material stated herein. The above notwithstanding, no member of the Borrower's Board of Commissioners is individually liable as to the Loan Documents.

3.12 Maintenance of Existence, Rights: The Borrower will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the laws of the State of Florida or any other jurisdiction where, in the opinion of counsel of Borrower, Borrower shall be qualified to operate and will do or cause to be done all things necessary to preserve and keep in full force and effect its rights to operate in a manner not less favorable to Borrower than those now in existence.

3.13 Use of Proceeds: Borrower agrees that the proceeds of any funds received from Lender shall be used for Governmental Operations.

3.14 Reports: Borrower shall submit its annual audit or reviewed financial statements for each fiscal year in which this Agreement and any extensions are in effect. If neither audits nor reviewed financial statements are available, Borrower shall submit annual financial statements which have been prepared according to generally accepted accounting principles. Such statements shall be accompanied by a certification from the preparer that they have been prepared according to generally accepted accounting principles and by a certification by the Mayor of Borrower's Board of Commissioners that neither audited nor reviewed financial statements are available.

3.15 Single Audit Act Reports: In addition to the requirements set out in paragraph 6.12 of this Agreement, Borrower shall also comply with the applicable audit provisions contained in "Exhibit B," attached hereto and incorporated within.

4. NEGATIVE COVENANTS

4.1 Liens, Etc.: Except as otherwise provided herein, the Borrower will not create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, or other encumbrance of any nature whatsoever on any of the assets of Borrower, which are pledged to Lender, whether now owned or hereafter acquired, nor enter into or suffer to exist any conditional sale contracts except such as exist on the date hereof and as are reflected on the most recent financial statement of Borrower delivered to Lender. Capital leases are excluded from this paragraph.

4.2 Merger, Consolidation, Sale of Substantial Assets: The Borrower will not merge into, consolidate with, or sell all or a substantial part of its assets to any other person. Provided, however, that this negative covenant shall not prohibit a merger of Borrower with another entity so long as Borrower is a surviving entity.

5. EVENT OF DEFAULT

5.1 Each of the following constitute an Event of Default:

5.1.1 If the Borrower defaults in the payment of any principal or interest under the Promissory Note within 30 calendar days from when the same shall become due either by the terms thereof or otherwise; or

5.1.2 If the Borrower fails to comply with the non-monetary terms and conditions of any of the Loan Documents after 30 calendar days' notice from the Lender; or

5.1.3 If any material representation or warranty made by the Borrower herein or in any writing furnished in connection with or pursuant to the Loan Documents shall be false or breached in any material respect and shall remain so after 30 days' notice; or

5.1.4 If the Borrower makes an assignment for the benefit of creditors or petitions for appointment of a trustee or receiver of the Borrower, or of any substantial part of the assets of the Borrower, or commences any proceedings relating to the Borrower, under any bankruptcy, reorganization, arrangement, insolvency readjustment or debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect; or

5.1.5 If any such petition or application is filed, or any such proceedings are commenced against the Borrower or any guarantor, and the Borrower or any guarantor by any act indicates its or his/her approval hereof, consent thereto, or acquiescence therein, or if an order is entered appointing a trustee or receiver of any portion of the assets of Borrower or any guarantor or adjudicate the Borrower or any guarantor bankrupt or insolvent or approving the petition in any such proceedings and any such order remains in effect for more than 30 days; or

5.1.6 If any order is entered in any proceedings against the Borrower decreeing the dissolution or split-up of the Borrower or any material judgment or attachment is entered against the Borrower, or any of its assets then there shall exist an Event of Default. When there shall exist an Event of Default, thereupon, Lender may, at its option, refuse to make any future advances to Borrower under the notes referenced in paragraph 1.5 above, and declare all of the Indebtedness of the Borrower with the Lender to be immediately mature, due and payable together with interest accrued thereon, and exercise any and all other remedies lawfully available to it; or

5.1.7 If the Borrower employs unauthorized aliens or commits a violation of Section 274(e) of the U.S. Immigration and Nationality Act; or

5.1.8 If the Borrower fails to enroll in and utilize the E-Verify system to verify the citizenship status of Borrower's new employees within 60 days of execution.

5.2 While there shall exist an Event of Default listed in 5.1.1 above, Lender may, at its option, refuse to make any advances to Borrower under the Promissory Note and declare all the indebtedness to be immediately due and payable, together with interest accrued thereon, and exercise any and all other remedies lawfully available to it, including any remedies available under the Promissory Note.

6. MISCELLANEOUS

6.1 Expenses: The Borrower agrees, whether or not the transactions hereby contemplated shall be consummated, to pay and save Lender harmless against liability for the payment of all out-of-pocket expenses arising in connection with this transaction, including any state documentary stamp taxes or other taxes (including interest and penalties, if any) which

may be determined to be payable in respect to the execution and delivery of any Loan Documents ex connection with this Agreement. If an Event of Default shall occur, Borrower shall also pay all Lender's costs of collection, including Lender employee travel expenses, court costs, and attorney's fees whether incurred with collection efforts, trial, appeal, or bankruptcy proceedings. If an Event of Default shall occur, Borrower may not use proceeds of this loan to pay Lender's costs of collection enumerated above.

6.2 Limitation of Lender's Duties: While the Lender has the option to make certain inspections of the property of Borrower and to make certain determinations as to the purpose for which advances are requested hereunder, the Lender is under no obligation to do so. Moreover, Lender shall have no responsibility whatsoever for any aspect of any matter in which Borrower runs his business nor the reasons of any investment by Borrower.

6.3 Survival of Representation and Warranties: All representations and warranties contained herein or made in writing in connection herewith shall survive the execution and delivery of Loan Documents.

6.4 Successors and Assigns: All covenants and agreements in this Agreement contained by or on behalf of either of the parties hereto shall bind and insure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

6.5 Notices: All written communications provided for hereunder shall be sent by first class mail as follows or to such other address with respect to any party as such party shall notify the others in writing:

TO LENDER: Florida Department of Commerce
107 East Madison Street, MSC - 80
The Caldwell Building
Tallahassee, Florida 32399

TO BORROWER: Clint Belk, Acting City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708

6.6 Applicable Law: This Agreement is being delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties.

6.7 Headings: The descriptive section headings herein have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provisions hereof.

6.8 Counterparts: This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

6.9 Remedies Cumulative: All rights and remedies of Lender hereunder are cumulative and in addition to any rights and remedies which Lender may have under any applicable laws, and the exercise of any of one right or remedy by Lender against one party hereto will not deprive Lender of any right or remedy against that party or any other parties hereto.

6.10 Severability: If any portion of any Loan Document is found to be illegal, invalid, or unenforceable, such term shall be severed and the remainder of the Loan Document in question shall continue in full effect.

6.11 Waivers: No delay or omission by the Lender in exercising any right hereunder or under any Loan Document or with respect to the Indebtedness shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude the Lender from any other or further exercise of any other right or remedy. The Lender may cure any Event of Default in any reasonable manner without waiving that or any other prior or subsequent Event of Default by the Borrower.

6.12 Maintenance of Records: Borrower shall retain and maintain all records in connection with the Indebtedness [illegible] such records available for financial audit as may be requested. Records shall include books, documents, and other evidence, including, but not limited to, vouchers, bills, and invoices, requests for payment and other supporting documentation, and independent auditors' working papers which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all transactions related to this Indebtedness. Such records shall be retained by Borrower for a minimum period of five years after the repayment in full of the Indebtedness. The records shall be subject at all times to inspection, review, or audit by personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, or other personnel authorized by Lender and copies of the records shall be delivered to Lender upon request.

6.13 Small and Minority Business: Borrower is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity.

6.14 Lobbying: Funds from this loan may not be used for lobbying the Florida Legislature, the Florida judicial branch, the Governor or the Executive Office of the Governor, or a State of Florida agency pursuant to Section 216.347, Florida Statutes.

6.15 Public Entity Crime: Borrower affirms that at no time has Borrower been convicted of a public entity crime pursuant to Section 287.133(2)(a), Florida Statutes, and agrees that it shall not violate any such law and further acknowledges and agrees that any such conviction during the term of this Agreement may result in the termination of this Agreement. Borrower shall place this provision in any executed agreements resulting from this Agreement.

6.16 Non-Discrimination:

6.16.1 Borrower will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, race, creed, color, handicap, national origin, or sex.

6.16.2 Borrower affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has Borrower been placed on the Discriminatory Vendor List or conducted business with an entity listed. Borrower further agrees that it shall not violate such law and doing so during the term of the Agreement may result in the termination of this Agreement.

6.16.3 Borrower shall include similar provisions in any executed agreements resulting from this Indebtedness.

6.17 Subcontracts: Any and all contracts that Borrower executes with a person or organization under which such person or organization agrees to perform services on behalf of Borrower or Lender shall include provisions requiring that such person or organizations report on performance, account for proper use of funds provided under the contract including the provision of audit rights pursuant to paragraph 3.11 of this Agreement, avoid duplication of existing state and local services and activities, and agree to abide by all local, state, and federal laws.

6.18 Pledging Credit: Borrower shall not pledge the State of Florida's or Lender's credit or make the State of Florida or Lender a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness. Any attempt shall be *void ab initio*.

6.19 Term of Agreement: This Agreement shall continue in effect so long as any part of the Indebtedness remains unpaid.

6.20 Jurisdiction; Venue: The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. Each Party shall perform its obligations hereunder in accordance with the terms and conditions of this Agreement. The Parties hereby agree that the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. IN ANY LEGAL OR EQUITABLE ACTION

BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY T
FULLEST EXTENT PERMITTED BY LAW.

IN WITNESS WHEREOF, the Parties have caused this Agreement to become effective as of the date executed by the Lender ("Effective Date").

CITY OF MADEIRA BEACH, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____

FLORIDA DEPARTMENT OF COMMERCE

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY, SUBJECT ONLY TO FULL AND PROPER EXECUTION OF THE PARTIES.

OFFICE OF THE GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By _____

Approved Date: _____

PROMISSORY NOTE

U.S. $3,148,500.00 Tallahassee, Florida

Maturity Date:
120 months from the Effective Date

FOR VALUE RECEIVED, City of Madeira Beach, Florida ("Borrower"), promises to pay to the order of the State of Florida, Department of Commerce, ("Lender"), the sum of $3,148,500.00, together with interest from the date hereof until maturity at the rate stated below.

1. **NOTE:** This is an interest-bearing Note and the principal sum shown above together with interest thereon from the date hereof calculated in accordance with the interest as calculated in Paragraph 2 shall be payable in accordance with the payment provision pursuant to Paragraph 3. All payments made hereunder shall be credited first to interest and lawful charges and the remainder to principal.

2. **INTEREST CALCULATION:** No interest will accrue for the term of the loan. At the Maturity Date, simple interest will be computed on the basis of the actual number of days elapsed over an assumed 360-day year on the then outstanding principal balance. From the Maturity Date until the principal is paid the interest rate shall be based on a fixed rate of interest at 10% per annum.

3. **PAYMENT:** The Borrower hereby agrees to repay principal of $3,148,500.00 on or before 120 months from the Effective Date (the "Maturity Date"). This Note may be repaid in whole or in part at any time without penalty.

4. **ENABLING RESOLUTION**: The Borrower has adopted Resolution 2025-13, a copy of which is attached hereto as "Exhibit B" and incorporated by reference herein (the "Resolution"). The Resolution authorizes Borrower to perform its obligations under this Note and the Loan Agreement of even date herewith (the "Loan Agreement") including, without limitation, the obligation to pay the amounts due under the Note and all other liabilities of the undersigned to Lender. Nothing herein shall be deemed to be a general obligation of the Borrower or to pledge ad valorem taxing power or ad valorem tax revenues, or to permit or constitute a mortgage or lien upon any assets owned by the Borrower. A default under the terms and conditions of the Loan Agreement shall also be deemed a default under the terms and conditions of this Note.

5. **DEFAULT:** In the event of any default in the payment of any amount due hereunder or in the Loan Agreement, o this Note and all Obligations shall forthwith become immediately due and payable without demand or notice, at the option of Lender. After maturity, this Note shall bear interest at the rate stated above.

6. **ATTORNEYS' FEES**: If any amount payable hereunder is not paid when due or declared due, this Note may be placed in the hands of an attorney at law for collection, and in that event, the Borrower agrees to pay all costs of collection, including any reasonable attorneys' fees and costs. Such attorneys' fees and costs shall include, but not be limited to, fees and costs incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after trial proceedings and appeals, as well as appearances in and connected with any bankruptcy proceedings, creditors' reorganization proceedings, or probate proceedings.

7. **RATE CHARGED:** In no event shall the interest charged hereunder be in excess of the legal maximum rate of interest (if any) allowed by applicable law as the law now exists or as the law may be changed in the future to allow higher rates of interest, and in the event that interest is charged at a rate in excess of the maximum rate allowed, any excess sums collected by the Lender shall be applied as reduction to principal, it being the intent of the undersigned hereof and the Lender that the undersigned pay no more and the Lender collect no more than the sums allowed using a lawful rate of interest.

8. **AUTHORITY**: The Borrower has the authority to execute this Note and has all authority to bind itself to the obligations set forth herein and in the Loan Agreement.

9. **AMENDMENT**: This Agreement may only be modified or amended by written instrument executed by Borrower and the Lender.

10. **GENERAL:** Each Party to this Note, whether maker, endorser or guarantor, hereby waives presentment for payment, demand, protest and notice of protest and assents to each and every extension or postponement of the time of payment or other indulgence, or to any substitution, addition, exchange or release of the security held by Lender. The undersigned hereby acknowledge that they have received a completed copy of this Note and agree to all the terms contained herein. Capitalized terms used but not defined herein shall carry the meaning ascribed in the Loan Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to become effective as of the date executed by the Lender ("Effective Date").

CITY OF MADEIRA BEACH, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____

FLORIDA DEPARTMENT OF COMMERCE

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY, SUBJECT ONLY TO FULL AND PROPER EXECUTION OF THE PARTIES.

OFFICE OF THE GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By _____

Approved Date: _____

TERM SHEET

This loan facility ("Facility") is provided by the Florida Department of Commerce ("Commerce"), located at 107 East Madison Street, Tallahassee Florida, 32399, to City of Madeira Beach, Florida ("Borrower") 300 Municipal Drive, Madeira Beach, Florida 33708. Commerce and the Borrower are collectively referred to as the "Parties" and each individually as a "Party."

Background. This Term Sheet sets out the terms and conditions pursuant to which Commerce will provide the Facility of up to $3,148,500.00 to the Borrower for Governmental Operations, as that term is used in Section 288.066.

Full Documents. This Term Sheet is not intended to create a legal obligation between the Parties, and is intended only to set forth the terms under which the Facility will be offered, subject to the terms and execution of definitive documents embodying all of the terms and conditions between the Parties with respect to the Facility (the "Loan Documents").

Working Capital Facility	
Nature and Purpose of the Facility	Commerce has agreed to provide the Borrower with a loan facility (the "Facility") that is non-interest bearing for the term of the Facility.
Use of Funds	The use of funds will be limited to costs associated with continuing, expanding, or modifying local governmental operations to meet disaster-related needs, and includes costs such as, but not necessarily limited to, staff salaries and payroll. This term does not include capital and equipment costs associated with the construction, repair, or renovation of damaged public facilities or infrastructure.
Amount of Facility	$3,148,500.00
Fee	There is no fee associated with this Facility.
Interest Rate	During the term of the Facility interest shall not accrue. Subject to the Repayment Term section below, simple interest will accrue on an annualized basis on the Outstanding Principal at a rate of 3% (the "Interest Rate").
Preconditions to Availability of Facility	Commerce is not obliged to provide the Facility to the Borrower until Commerce: • has received a certified copy of one or more resolutions of the Borrower's Board of Commissioners authorizing the execution and delivery of the Loan Documents; • has received one or more signed copies of the Loan Documents from the Borrower; and • has countersigned and returned to the Borrower the Loan Documents.
Availability of Facility	The Facility is available for disbursement immediately after the execution of all Loan Documents.
Repayment Term	Amounts outstanding (the "Outstanding Principal") under the Facility may be repaid at any time without any penalty. The Borrower must repay the Outstanding Principal within 120 months (10 years) after executing all Loan Documents. Any amount outstanding under the Facility becomes immediately repayable in full on the earlier of: • the termination of the Loan Documents (other than termination resulting from the conclusion of a formal agreement), or if a formal agreement was entered into incorporating the provisions of the Loan Documents, the formal agreement; • the occurrence of an Event of Default (which is not remedied within the time period required to remedy such a default after notice to that effect from Commerce).

Event of Default	The Borrower will be given five business days to remedy an event of default for failure to pay an amount owing to Commerce and 10 business days to remedy any other default (other than insolvency type defaults). An event of default will occur where: • the Borrower fails to pay any amounts owing under the Facility as and when due; • the Borrower fails to perform or observe any obligation under the Facility and does not remedy the failure within five business days after receipt of a notice; • any warranty, representation, or statement by the Borrower is or becomes false, misleading, or incorrect when made or regarded as made under the Loan Documents; and • there is a material adverse change in the Borrower's assets, liabilities, financial position, or prospects.
Representations and Warranties	It is acknowledged that Commerce may require additional warranties to be provided by the Borrower. The Borrower represents and warrants upon execution of the Loan Documents that: • it has consulted, and as appropriate obtained the review and opinions of, its legal counsel and accountants. • it has full power and authority to enter into and perform its obligations contemplated by Term Sheet and has taken all necessary action to authorize the execution, delivery, and performance thereof; • no event has occurred which constitutes an Event of Default; • it is solvent and able to pay its debts as and when they become due and payable; • all information furnished by the Borrower to the Lender in connection with this Term Sheet is true and correct in all respects and there are no other facts or circumstances of which it is aware that would render any such information misleading; • it has not violated any law or agreements which may have a material adverse effect on the business or financial condition of the Borrower; and • it has disclosed to Commerce any information which might reasonably be expected to adversely influence the decision of a lender to make a general borrowings facility available to the Borrower on terms and conditions similar to those contained in this Term Sheet. • it will, in good faith, take all steps necessary to facilitate the execution the Loan Documents, and the transactions contemplated thereby.
Indemnity	The Borrower will indemnify Commerce for all loss that it suffers occurring as a result of an Event of Default or Commerce exercising its powers as a result of an Event of Default.
Costs and Expenses	Except as otherwise set forth herein, each Party bears its own costs and fees, including attorney's fees.
Confidentiality	This Term Sheet is a public record, subject to the public record disclosure requirements of Article I, Section 24 of the Florida Constitution and Chapter 119 of the Florida Statutes.
Formal Documents	Commerce will prepare the Loan Documents incorporating the provisions set out above and other terms customarily found in a loan facility of this type.

Posted 10/23/2025

2025 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."

DATE	DESCRIPTION	TIME
Tuesday, November 11, 2025	VETERANS DAY – City Holiday	
Wednesday, November 12, 2025	BOC Regular Workshop *(Meeting time change)*	4:00 PM
Wednesday, November 12, 2025	BOC Regular Meeting *(date & time change due to Thanksgiving Holidays)*	6:00 PM
Saturday, November 15, 2025	TOWN HALL MEETING #1 (Resident Input for new property development)	10:00 AM
Wednesday, November 19, 2025	TOWN HALL MEETING #2 (Resident Input for new property development)	6:00 PM
Tuesday, November 25, 2025	BOC Special Meeting (Award of RFP & Contract for John's Pass Dredging Project)	2:00 PM
Thursday, November 27, 2025	THANKSGIVING DAY – City Holiday	
Friday, November 28, 2025	DAY AFTER THANKSGIVING DAY – City Holiday	
Wednesday, December 10, 2025	BOC Regular Workshop *(Meeting time change)*	4:00 PM
Wednesday, December 10, 2025	BOC Regular Meeting *(date & time change due to Christmas & New Year's Holidays)*	6:00 PM
Candidate Qualifying Period	NOON, Monday, December 1, 2025 through NOON, Friday, December 12, 2025, *excluding weekends.* *(Commissioner District 1 and Commissioner District 2) - March 10, 2026 Municipal Election – Candidate Packets available Mon. November 3rd*	
Wednesday, December 24, 2025	CHRISTMAS EVE – City Holiday	
Thursday, December 25, 2025	CHRISTMAS DAY – City Holiday	
Wednesday, December 31, 2025	NEW YEAR'S EVE - City Holiday *(tentative- may or may not be removed in new personnel manual when adopted)*	
Thursday, January 1, 2026	NEW YEAR'S DAY – City Holiday	

Posted 09/18/2025

2026 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."

DATE	DESCRIPTION	TIME
Thursday, January 1, 2026	NEW YEAR'S DAY – City Holiday	
Wednesday, January 14, 2026	BOC Regular Meeting	6:00 PM
Monday, January 19, 2026	MARTIN LUTHER KING JR. DAY – City Holiday	
Wednesday, January 28, 2026	BOC Regular Workshop Meeting	6:00 PM
Wednesday, February 4, 2026	BOC Regular Meeting	6:00 PM
Wednesday, February 11, 2026	BOC Regular Workshop Meeting	6:00 PM
Monday, February 16, 2026	PRESIDENTS' DAY – City Holiday	
Tuesday, March 10, 2026	Municipal Election Day – (City Centre Room)	7 AM – 7 PM
Wednesday, March 4, 2026	BOC Regular Meeting	6:00 PM
Wednesday, March 18, 2026	BOC Regular Workshop Meeting	6:00 PM
A special BOC meeting to be scheduled - Induction Into Office for New Commissioners after the final Election Results are certified		
Wednesday, April 8, 2026	BOC Regular Meeting	6:00 PM
Wednesday, April 29, 2026	BOC Budget Workshop #1	4:00 PM
Wednesday, April 29, 2026	BOC Regular Workshop Meeting	6:00 PM
Wednesday, May 13, 2026	BOC Regular Meeting	6:00 PM
Monday, May 25, 2026	MEMORIAL DAY – City Holiday	
Wednesday, May 27, 2026	BOC Budget Workshop #2	4:00 PM
Wednesday, May 27, 2026	BOC Regular Workshop Meeting	6:00 PM
Wednesday, June 10, 2026	BOC Regular Meeting	6:00 PM
Friday, June 19, 2026	JUNETEENTH – City Holiday	
Wednesday, June 24, 2026	BOC Budget Workshop #3	4:00 PM
Wednesday, June 24, 2026	BOC Regular Workshop Meeting	6:00 PM
Friday, July 3, 2026	'INDEPENDENCE DAY' DAY OFF – City Holiday	
Wednesday, July 8, 2026	BOC Regular Meeting	6:00 PM
Wednesday, July 22, 2026	BOC Budget Workshop #4	4:00 PM
Wednesday, July 22, 2026	BOC Regular Workshop Meeting	6:00 PM

Posted 09/18/2025

Wednesday, August 12, 2026	**BOC Regular Meeting**	**6:00 PM**
Wednesday, August 26, 2026	**BOC Budget Workshop #5**	**4:00 PM**
Wednesday, August 26, 2026	**BOC Regular Workshop Meeting**	**6:00 PM**
Monday, September 7, 2026	**LABOR DAY – City Holiday**	
Wednesday, September 9, 2026	**BOC Special Meeting** *(Tentative FY 2027 Millage & Budget-1st Reading & Public Hearing)*	**5:45 PM**
Wednesday, September 9, 2026	**BOC Regular Meeting**	**6:00 PM**
Wednesday, September 23, 2026	**BOC Special Meeting** *(Adoption of FY 2027 Millage & Budget-2nd Reading & Public Hearing)*	**5:45 PM**
Wednesday, September 23, 2026	**BOC Regular Workshop Meeting**	**6:00 PM**
Wednesday, October 14, 2026	**BOC Regular Meeting**	**6:00 PM**
Wednesday, October 28, 2026	**BOC Regular Workshop Meeting**	**6:00 PM**
Tuesday, November 10, 2026	**BOC Regular Workshop** *(date & time change due to Thanksgiving Holidays)*	**4:00 PM**
Tuesday, November 10, 2026	**BOC Regular Meeting** *(date & time change due to Thanksgiving Holidays)*	**6:00 PM**
Wednesday, November 11, 2026	**VETERANS DAY – City Holiday**	
Thursday, November 26, 2026	**THANKSGIVING DAY – City Holiday**	
Friday, November 27, 2026	**DAY AFTER THANKSGIVING DAY – City Holiday**	
Wednesday, December 9, 2026	**BOC Regular Workshop** *(date & time change due to Christmas & New Year's Holidays)*	**4:00 PM**
Wednesday, December 9, 2026	**BOC Regular Meeting** *(date & time change due to Christmas & New Year's Holidays)*	**6:00 PM**
Candidate Qualifying Period	**NOON, Monday, December 7, 2026 through NOON, Friday, December 18, 2026, *excluding weekends.*** ***(Commissioner District 3 and Commissioner District 4) - March 9, 2027 Municipal Election***	
Thursday, December 24, 2026	**CHRISTMAS EVE – City Holiday**	
Friday, December 25, 2026	**CHRISTMAS DAY – City Holiday**	
Thursday, December 31, 2026	**NEW YEAR'S EVE - City Holiday**	
Friday, January 1, 2027	**NEW YEAR'S DAY – City Holiday**	

Board of Commissioners
Meetings Report
(January 1, 2025 – October 31, 2025)

Prepared By:
City Clerk
November 4, 2025

BOARD OF COMMISSIONERS – 01/01/2025 – 03/11/2025	TERM OF OFFICE
Anne-Marie Brooks, Mayor (Mayor as of 6/14/2024)	3-Year Term (03/2023 – 03/2025)
Ray Kerr, Commissioner District 2	2-Year Term (03/2022 – 03/2026)
David Tagliarini, Vice Mayor/Commissioner District 1	2-Year Term (03/2022 – 03/2026)
Eddie McGeehen, Commissioner District 3	2-Year Term (03/2023 – 03/2025)
Housh Ghovaee, Commissioner District 4 (appointed 7/10/2024)	2-Year Term (07/2024 – 03/2025)

BOARD OF COMMISSIONERS – 03/12/2025 – 12/31/2025	TERM OF OFFICE
Anne-Marie Brooks, Mayor	3-Year Term (03/2023 – 03/2028)
Ray Kerr, Vice Mayor/Commissioner District 2	2-Year Term (03/2022 – 03/2026)
David Tagliarini, Commissioner District 1	2-Year Term (03/2022 – 03/2026)
Eddie McGeehen, Commissioner District 3	2-Year Term (03/2023 – 03/2027)
Housh Ghovaee, Commissioner District 4	2-Year Term (07/2024 – 03/2027)

ANNUAL SALARY - (City Charter, Section 2.2(B) and Ordinance 2023-23)

Mayor	$10,000
District Commissioner	$7,500

INDUCTION INTO OFFICE – MARCH 12, 2025, BOC REGULAR MEETING

- Anne-Marie Brooks, Mayor 3-Year Term *(New term to 03/2028)*
- Eddie McGeehen, District 3 Commissioner 2-Year Term *(New term to 03/2027)*
- Housh Ghovaee, District 4 Commissioner 2-Year Term *(New term to 03/2027)*

APPOINTMENT OF VICE MAYOR – MARCH 12, 2025, BOC REGULAR MEETING

- Ray Kerr, Vice Mayor/Commissioner District 2 1-Year Term *(03/2025-03/2026)*

BOARD OF COMMISSIONERS MEMBERSHIP - OTHER GOVERNMENTAL BOARDS

- Mayor Anne-Marie Brooks
  - Barrier Islands Governmental Council (BIG C) – The BIG C, incorporated in 1990, is a governmental council including eleven municipalities residing on the west coast of Florida, from St. Pete Beach to Clearwater: Belleair Beach, Belleair Shore, Clearwater, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, Treasure Island.
  - Emergency Medical Services Advisory Council (EMS) - The EMS Advisory Council is responsible for evaluating Pinellas County's Emergency Medical Services system and making recommendations necessary to the EMS Authority on needs, problems, and opportunities relating to Emergency Medical Services.
  - Forward Pinellas – Mayor Brooks serves as Big C representative on the Forward Pinellas Board. Forward Pinellas is a land use and transportation planning agency that guides integrated transportation and land use solutions, sustaining economic value by connecting the communities of Pinellas County and the Tampa Bay region. The agency is charged with addressing countywide land use and transportation concerns, as both the Pinellas Planning Council and the Pinellas County Metropolitan Planning Organization. Forward Pinellas not only provides a forum for countywide decision-making on transportation and land-use issues, but also offers technical support, regional coordination, and policy advice and guidance to Pinellas County's 24 cities and unincorporated areas.

- Mayors' Council of Pinellas County – The primary objective of the Mayors' Council is to promote improvement and efficiency in municipal government, promote cooperation between officials of the municipalities of Pinellas County, and secure legislation that would be beneficial to its municipalities. The Mayor's Council was formally established on May 3, 1977. Its membership consists of the mayors of the chartered municipalities of Pinellas County and other individuals who wish to be involved in council meetings.
- Tampa Bay Beaches Chamber (Member of the Board of Directors) – The Tampa Bay Beaches Chamber is a diverse group of businesses spread along the Gulf Beaches of Pinellas County, from Tierra Verde to Clearwater Beach. They take great pride in where they live, work, and play, and are there to help everyone discover new places to visit, shop, and live like a local along the beautiful Gulf Beaches.
- Tampa Bay Regional Planning Council (TBRPC) – The TBRPC serves the citizens and member governments by providing a forum to foster communication, coordination, and collaboration in identifying and addressing regional issues and needs.
  - 2025-2029 Initiatives Plan – A Five-Year Strategic Roadmap

- Commissioner David Tagliarini
  - Gulf Beaches Public Library Board (Alternate trustee member) – The primary purpose of the Gulf Beaches Public Library Board is to govern and oversee the operations of the Gulf Beaches Public Library, ensuring it effectively serves the community's educational, recreational, and cultural needs. The Board is responsible for establishing library policies, managing finances, and advocating for the library's role within the community. The Board, composed of members appointed by the five municipalities it serves (Treasure Island, Madeira Beach, Redington Beach, North Redington Beach, and Redington Shores), provides the overall direction for the library.
    - Pinellas Public Library Cooperative https://pplc.us/

COMMUNICATIONS WITH THE MAYOR

- May 6, 2025, American Legion Post 273
- May 29, 2025, Archibald Beach Park
- June 18, 2025, Gulf Beaches Public Library
- July 16, 2025, Friendly Fisherman Seafood Restaurant
- August 20, 2025, Cambria Hotel St. Petersburg - Madeira Beach
- September 18, 2025, Holiday Isles Elks #1912
- October 22, 2025, Daiquiri Shak Raw Bar & Grille

BOARD OF COMMISSIONERS TRAINING

- July 16, 2025, Florida League of Cities 4-Hour State Mandated Ethics Training Webinar

BOARD OF COMMISSIONERS MEETING ATTENDANCE

- January 8, 2025, BOC Regular Meeting – *All present*
- January 22, 2025, BOC Regular Workshop – *All present*
- February 12, 2025, BOC Regular Meeting – *All present*

- February 26, 2025, BOC Joint Workshop with Civil Service Commission – *Vice Mayor Tagliarini and Commissioner McGeehen absent*
- February 26, 2025, BOC Special Meeting (for a shade meeting) - *Vice Mayor Tagliarini and Commissioner McGeehen absent*
- February 26, 2025, BOC Regular Workshop - *All present*
- March 12, 2025, BOC Regular Meeting – *All present*
- March 26, 2025, BOC Budget Workshop Meeting – *All present*
- March 26, 2025, BOC Regular Workshop Meeting - *All present*
- April 2, 2025, BOC Regular Meeting – *All present*
- April 16, 2025, BOC Budget Workshop Meeting – *All present*
- April 16, 2025, BOC Regular Workshop Meeting – *All present*
- May 14, 2025, BOC Regular Meeting – *All present*
- May 28, 2025, BOC Budget Workshop – *Commissioner Tagliarini absent*
- May 28, 2025, BOC Regular Workshop Meeting – *All present*
- June 11, 2025, BOC Regular Meeting – *All present*
- June 25, 2025, BOC Budget Workshop – *Commissioner Tagliarini absent*
- June 25, 2025, BOC Regular Workshop – *Commissioner Tagliarini absent*
- July 9, 2025, BOC Regular Meeting – *Commissioner Tagliarini absent*
- July 23, 2025, BOC Budget Workshop – *All present*
- July 23, 2025, BOC Special Meeting – *All present*
- July 23, 2025, BOC Regular Workshop – *All present*
- August 13, 2025, BOC Regular Meeting – *All present*
- August 21, 2025, BOC Special Workshop Meeting – *All present*
- August 27, 2025, BOC Budget Workshop – *All present*
- August 27, 2025, BOC Regular Workshop – *All present*
- September 10, 2025, BOC Special Meeting – *All present*
- September 10, 2025, BOC Regular Meeting – *All present*
- September 24, 2025, BOC Special Meeting – *All present*
- September 24, 2025, BOC Regular Workshop – *All present*
- October 1, 2025, BOC Regular Meeting – *All present*
- October 22, 2025, BOC Regular Workshop – *All present*

PROCLAMATIONS

February 26, 2025, BOC Regular Workshop Meeting

- Flood Awareness Week Proclamation; March 3 – 9, 2025

April 2, 2025, BOC Regular Meeting

- 56th Annual Professional Municipal Clerks Week; May 4-10, 2025

May 14, 2025, BOC Regular Meeting

- National Safe Boating Week; May 17-23, 2025

June 11, 2025, BOC Regular Meeting

- USFSP YMCA Youth in Government Civic Fellows Day; June 11, 2025

July 9, 2025, BOC Regular Meeting
- Parks and Recreation Month; July 2025

October 1, 2025, BOC Regular Meeting
- Florida City Government Week; October 20-26, 2025

PRESENTATIONS

January 8, 2025, BOC Regular Meeting
- Senator Nick DiCeglie – Hurricanes and storm-related issues. He offered his assistance and asked that the City of Madeira Beach consider him a resource to help do whatever is necessary to help Madeira Beach move forward.

February 12, 2025, BOC Regular Meeting
- Madeira Beach Fire Department – Introduction of New Hires
- Madeira Beach Fire Department – Firefighter of the Year, 2025
- Madeira Beach Fire Department – Promotions
- Madeira Beach Fire Department – Recognition of Years of Service

July 9, 2025, BOC Regular Meeting
- Mosquito Control & Vegetation Management – Pinellas County
- Preparing Your Organization for a Major Hurricane – Presentation by Mayor Brooks

August 13, 2025, BOC Regular Meeting
- Check Presentation – PCSO Explorer Post

August 27, 2025, BOC Regular Workshop
- Frontier Communications' Infrastructure – Repair/Removal
- Property Insurance, Jim Everett & Jake Holehouse

September 10, 2025, BOC Regular Meeting
- Madeira Beach Fire Department – Promotion, Paramedic School Completion

October 1, 2025, BOC Regular Meeting
- Check Presentation: Florida Representative Linda Changey

October 22, 2025, BOC Regular Workshop
- Presentations: Lobbyists
- Presentation: Grantworks, Inc.
- Presentation- Kimley-Horn Presentation (Strategic Planning and Grant Services Overview)

APPROVAL OF MINUTES

January 8, 2025, BOC Regular Meeting – *Approved 5-0*
- 12-11-2024, BOC Regular Meeting Minutes

- 12-11-2024, BOC Regular Workshop Meeting

February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- 01-08-2025, BOC Regular Meeting Minutes
- 01-22-2025, BOC Regular Workshop Meeting Minutes

March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- 02-12-2025, BOC Regular Meeting Minutes
- 02-26-2025, BOC Special Meeting Minutes (for a Shade Meeting)
- 02-26-2025, BOC Joint Workshop Meeting with Civil Service Commission Meeting Minutes
- 02-26-2025, BOC Regular Workshop Meeting

April 2, 2025, BOC Regular Meeting – *Approved 5-0*
- 03-12-2025, BOC Regular Meeting Minutes

May 14, 2025, BOC Regular Meeting – *Approved 5-0*
- 03-26-2025, BOC Budget Workshop Meeting Minutes
- 03-26-2025, BOC Regular Workshop Meeting Minutes
- 04-02-2025, BOC Regular Meeting Minutes
- 04-16-2025, BOC Budget Workshop Meeting Minutes
- 04-16-2025, BOC Regular Workshop Meeting Minutes

June 11, 2025, BOC Regular Meeting – *Approved 5-0*
- 05-14-2025, BOC Regular Meeting Minutes
- 05-28-2025, BOC Budget Workshop Meeting Minutes
- 05-28-2025, BOC Regular Workshop Meeting Minutes

July 9, 2025, BOC Regular Meeting – *Approved 4-0*
- 06-11-2025, BOC Regular Meeting Minutes
- 06-25-2025, BOC Budget Workshop Meeting Minutes
- 06-25-2025, BOC Regular Workshop Meeting Minutes

August 13, 2025, BOC Regular Meeting – *Approved 5-0*
- 07-09-2025, BOC Regular Meeting Minutes
- 07-23-2025, BOC Budget Workshop Meeting Minutes
- 07-23-2025, BOC Special Meeting Minutes
- 07-23-2025, BOC Regular Workshop Meeting Minutes

September 10, 2025, BOC Regular Meeting – *Approved 5-0*
- 08-13-2025, BOC Regular Meeting Minutes
- 08-21-2025, BOC Workshop Meeting Minutes – Discussion on City Manager
- 08-27-2025, BOC Budget Workshop Meeting Minutes
- 08-27-2025, BOC Regular Workshop Meeting Minutes

October 1, 2025, BOC Regular Meeting – *Approved 5-0*

- 09-10-2025, BOC Special Meeting Minutes
- 09-10-2025, BOC Regular Meeting Minutes
- 09-24-2025, BOC Special Meeting Minutes

PUBLIC HEARINGS – ORDINANCES

Ordinance 2025-01, New Personnel Policy (Adopted 04/02/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A NEW PERSONNEL POLICY; REPEALING ORDINANCE 2019-13; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 29, 2025, Civil Service Commission Meeting
- February 26, 2025, BOC Joint Workshop Meeting with Civil Service Commission
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
  Mayor Brooks wanted certain changes made. The City Attorney asked that they approve the ordinance as written, and he would bring the changes back in redlines and underlines at the April 2, 2025, BOC Regular Meeting, so they could see them. If the changes are acceptable on second reading, they will be adopted as amended.
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0 with the changes made on first reading brought back to them at second reading.*
  Mayor Brooks disagreed with the comment regarding allowing the City Manager to determine how long someone would be required to work for the City if the City paid their tuition. It could show bias or favoritism. One might be required to work one year, and someone else three or five years. She would like that brought back for discussion at the next workshop. They could also discuss language changes to sections that the City Clerk's Office listed for city charter consistency with language. The Board consented.
- April 16, 2025, BOC Regular Workshop – Tuition Reimbursement. The City Attorney says that the personnel policy states that approval of any specific reimbursement request is at the sole discretion of the human resources staff, who must weigh all relevant facts and policies in granting or denying any request. The human resources staff decides how long someone should stay after completing the course. The Mayor said that it is a problem. It would not be fair to let a single individual determine how long a person should stay after tuition reimbursement because favoritism could come into play. That is the reason she asked that the policy come back to them. She would rather "a year" be placed there. The Board consented to a one-year commitment for an associate's degree, a two-year commitment for a bachelor's degree, and a two-year commitment for a master's degree. The City Attorney will bring an amendment to Ordinance 2025-01 to May 14, 2025, BOC Regular Meeting for 1st Reading & Public Hearing to make the changes. *BOC did not revisit the ordinance on May 14, 2025.*

Ordinance 2025-02, Amendment to Civil Service Commission Duties & Responsibilities (Adopted 04/02/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 OF ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES RELATING TO THE CIVIL SERVICE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 29, 2025, Civil Service Commission Meeting
- February 26, 2025, BOC Joint Workshop with Civil Service Commission

- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-03, Post Termination Hearings; Hearing Officer (Adopted 04/02/2025)
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADDING DIVISION 5 (POST TERMINATION HEARINGS; HEARING OFFICER) TO ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 29, 2025, Civil Service Commission Meeting
- February 26, 2025, BOC Joint Workshop with Civil Service Commission
- March 12, 2025, BOC Regular – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-04, Planned Development (Adopted 03/12/2025)
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 10, PD., PLANNED DEVELOPMENT, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON INTENT AND PURPOSE; INCLUDING DIMENSIONAL REGULATIONS; SPECIFYING REQUIREMENTS FOR THE APPLICATION FOR PD ZONING; CLARIFYING THE REVIEW CRITERIA FROM THE LOCAL PLANNING AGENCY; CLARIFYING THE REVIEW CRITERIA FROM THE BOARD OF COMMISSIONERS; INCLUDING STANDARD OPERATING ADJUSTMENTS IN THE CHANGES OF DEVELOPMENT PLAN; AND INCLUDING OPTIONS FOR TIME EXTENSIONS; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 4-1 with removal of a paragraph (Commissioner Tagliarini against)*

  Section 110-387, Permitted uses and dimensional regulations (p. 248 of packet) - REMOVED third paragraph: ~~"PD developments located in the Traditional Village, Commercial Core, Boardwalk, and Low Intensity Mixed Use Character Districts of the John's Pass Village Activity Center cannot exceed the height limits prescribed in Appendix D - John's Pass Village Activity Center Development Standards."~~

Ordinance 2025-05, Temporary Shelters on Residential Property (Adopted 03/12/2025)
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 94 FLOODPLAIN MANAGEMENT, DIVISION 10. FLOOD RESISTANT DEVELOPMENT, ARTICLE I. BUILDINGS AND STRUCTURES, SECTION 94-103. MANUFACTURED HOMES AND RECREATIONAL VEHICLES, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FOR THE USE OF RECREATIONAL VEHICLES AS TEMPORARY SHELTERS ON RESIDENTIAL PROPERTIES FOLLOWING A NATURAL EMERGENCY; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- December 11, 2024, BOC Regular Workshop (Agenda Item 6.B. RVs & Campers)
- January 22, 2025, BOC Regular Workshop
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*

- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-06, Amendment to Capital Improvement Element of the Comprehensive Plan (Adopted 03/12/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-07, Adult Use Restriction (Adopted 03/12/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, CREATING SECTION 110-841 OF SUBDIVISION I (IN GENERAL) OF DIVISION 13 (ADULT ENTERTAINMENT USES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO PROHIBIT PERSONS UNDER THE AGE OF 18 YEARS TO ENTER, REMAIN IN OR PURCHASE GOODS OR SERVICES AT AN ADULT ENTERTAINMENT ESTABLISHMENT; TO PROHIBIT PERSONS UNDER THE AGE OF 21 YEARS TO BE AN EMPLOYEE OF AN ADULT ENTERTAINMENT ESTABLISHMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-08, Amendment to Fees & Collections Manual (Adopted 03/12/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO ADD A DECLARED DISASTER SANITATION FEE; REPEALING ORDINANCE 2024-22; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop (Agenda Item 7. B. Declared Disaster Sanitation Fee)
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-09, Districts (Adopted 04/02/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF CHAPTER 110 (ZONING) OF ARTICLE V. (DISTRICTS) DIVISION 1 (GENERALLY) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; RENAMING THE C-1 ZONING DISTRICT TO JOHN'S PASS VILLAGE ACTIVITY CENTER; REMOVING C-2, JOHN'S PASS MARINE COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop (Agenda Item 6. A., Updates to the Code for C-1 and C-2 Zoning District)
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-10, Accessory Structures (Adopted 04/02/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 4 (ACCESSORY STRUCTURES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO RENAME THE C-1 TOURIST COMMERCIAL ZONES TO INCLUDE JOHN'S PASS VILLAGE ACTIVITY CENTER; ADD SETBACKS FOR EACH CHARACTER DISTRICT OF JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING; AND REMOVE REFERENCES TO THE C-2 ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop (Agenda Item 6. A., Updates to the Code for C-1 and C-2 Zoning District)
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-11, Alcoholic Beverages (Adopted 04/02/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI. (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 6. (ALCOHOLIC BEVERAGES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT REGULATIONS; PROVIDING FOR PLANNED DEVELOPMENT ZONING DISTRICT REGULATIONS; REMOVING REFERENCES TO C-2, JOHN'S PASS MARINE COMMERCIAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop (Agenda Item 6. A., Updates to the Code for C-1 and C-2 Zoning District)
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-12, Amendment to Fees and Collection Procedures Manual – Rental Pricing for City Facilities (Recreation Center, Recreation Complex, and City Centre Room) (Adopted 04/02/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE MODIFICATION OF HOURLY RATES AND ROOMS AVAILABLE FOR RENT WITHIN THE RECREATION CENTER AND CITY HALL AND REWORD THE REFERENCE TO SALES TAX COLLECTED THEREFOR; REPEALING ORDINANCE 2025-08; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop Discussion – Facility Rental Fee updates (Agenda

Item 9. C. Facility Rental Fee Updates)
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-13, Amendment to Fees and Collection Procedures Manual – To change rates for Overnight Parking and City Development Fees, & Reword certain Development Services (Adopted 06/11/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE CHANGES TO THE RATES OF OVERNIGHT PARKING AND CITY DEVELOPMENT FEES AND REWORD CERTAIN DEVELOPMENT SERVICES; REPEALING ORDINANCE 2025-12; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- April 16, 2025, BOC Regular Workshop
- May 14, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- June 11, 2025, BOC Regular Meeting – 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-14, Amendment to Chapter 14, Article IV. Moving of Structures to address elevating structures in the same footprint (Adopted 8/13/2025)

- June 25, 2025, BOC Regular Workshop
- July 9, 2025, BOC Regular Meeting – Discussion
- July 23, 2025, BOC Special Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- July 23, 2025, BOC Regular Workshop – There was no discussion on the item
- August 13, 2025, BOC Regular Meeting – 2nd Reading & Public Hearing - *Approved 5-0*

Ordinance 2025-15, FY 2026 Final Millage Rate (Adopted 09/24/2025)

- July 23, 2025, BOC Special Meeting – *Approved 5-0, keep current millage rate of 2.7500 mills*
- September 10, 2025, BOC Special Meeting (Tentative) – 1st Reading & Public Hearing – *Approved 5-0*
- September 24, 2025, BOC Special Meeting (Final) – 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-16, FY 2026 Preliminary Budget- (Adopted 09/24/2025)

- 2025 Budget Workshops
- September 10, 2025, BOC Special Meeting (Tentative) – 1st Reading & Public Hearing – *Approved 5-0*
- September 24, 2025, BOC Special Meeting (Final) – 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-17, Amending Chapter 14, Sections 14-30, 14-31, and 14-32 of Article II. Technical Codes and Standards to Remove References to Outdated Technical Codes and Standards (Adopted 10/1/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTIONS 14-30, 14-31 AND 14-32 OF ARTICLE II. - TECHNICAL CODES AND STANDARDS OF CHAPTER 14 OF THE CITY OF MADEIRA BEACH CODE OF ORDINANCES TO REMOVE REFERENCES

TO OUTDATED TECHNICAL CODES AND STANDARDS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- August 27, 2025, BOC Regular Workshop
- September 10, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- October 1, 2025, BOC Regular Meeting – 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-18, Amendment to Fees and Collection Procedures Manual – Extending Permit Fees Waiver to March 26, 2026

- August 27, 2025, BOC Regular Workshop
- September 24, 2025, BOC Special Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- November 12, 2025, BOC Regular Meeting – 2nd Reading & Public Hearing

PUBLIC HEARINGS – ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

January 8, 2025, BOC Regular Meeting

- 4COP Special Food Service Establishment Alcoholic Beverage License ABP 2025-01 - Dockside Dave's Restaurant, located at 14701 and 14703 Gulf Blvd., Madeira Beach – *Approved 5-0*

June 11, 2025, BOC Regular Meeting

- 2COP Alcoholic Beverage License ABP 2025-03 - Belleair Market Johns Pass, 111 Boardwalk Place West, Suite 103, Madeira Beach – *Approved 5-0*
- 4COP Alcoholic Beverage License ABP 2025-02 – Barefoot Beach Resort South, LLC, 13220 Gulf Blvd, 13220 Gulf Blvd #1, 13220 Gulf Blvd #2, Madeira Beach – *Approved 3-2, Vice Mayor Kerr and Commissioner Tagliarini voted against.*

August 13, 2025, BOC Regular Meeting

- 2COP Alcoholic Beverage License ABP 2025-04 – Corner Kitchen and Coffee House, 13999 Gulf Boulevard #C2, Madeira Beach – *Approved 5-0*

RESOLUTIONS

Resolution 2025-01, Public Records Exemption Resolution (Adopted 03/12/2025)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

- March 12, 2025, BOC Regular Meeting – *Approved 5-0.*

Resolution 2025-02, BOC Policy Handbook (Adopted 05/14/2025)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BOARD OF COMMISSIONERS POLICY HANDBOOK; REPEALING RESOLUTION 2024-02; AND PROVIDING FOR AN EFFECTIVE DATE.

- March 26, 2025, BOC Regular Workshop

- April 16, 2025, BOC Regular Workshop
- May 14, 2025, BOC Regular Meeting – *Approved 5-0*

Resolution 2025-03, Pinellas 2025 Local Mitigation Strategy (LMS) Plan (Adopted 05/14/2025)
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, ADOPTING THE 2025 PINELLAS COUNTY LOCAL MITIGATION STRATEGY; REPEALING RESOLUTION 2020-12; ADOPTING THE LOCAL MITIGATION STRATEGY AS THE CITY OF MADEIRA BEACH FLOODPLAIN MANAGEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

- April 16, 2025, BOC Regular Workshop
- May 14, 2025, BOC Regular Meeting – *Approved 5-0*

Resolution 2025-04, Adopting Ceremonial Items Policy (Adopted 07/09/2025)
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A CEREMONIAL ITEMS POLICY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

- April 16, 2025, BOC Regular Workshop
- May 28, 2025, BOC Regular Workshop
- June 25, 2025, BOC Regular Workshop
- July 9, 2025, BOC Regular Meeting – *Approved 4-0*
- July 23, 2025, BOC Regular Workshop – Discussed participation, selection

Resolution 2025-05, Amendment to Emergency Operations Plan (EOP) (Adopted 06/11/2025)
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, PROVIDING FOR THE ADOPTION OF THE CITY OF MADEIRA BEACH EMERGENCY OPERATIONS PLAN DATED JUNE 11, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

- May 28, 2025, BOC Regular Workshop Meeting
- June 11, 2025, BOC Regular Meeting – *Approved 5-0*

Resolution 2025-06, FY 2025 Budget Amendment #1 (Adopted 06/11/2025)
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2025 (OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025) BY INCREASING APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND, THE ARCHIBALD PARK FUND, AND THE SANITATION FUND; AND PROVIDING FOR AN EFFECTIVE DATE

- May 28, 2025, BOC Budget Workshop Meeting
- June 11, 2025, BOC Regular Meeting – *Approved 5-0*

Resolution 2025-07, One-Year Moratorium on Local Mobility Impact Fees (Adopted 07/23/2025)
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE IMPOSITION AND COLLECTION OF THE MOBILITY FEE REQUIRED PURSUANT TO CHAPTER 92 (PROPORTIONATE SHARE DEVELOPMENT FEE) OF THE CITY OF MADEIRA BEACH CODE OF ORDINANCES UNTIL JULY 31, 2026; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

- July 23, 2025, BOC Special Meeting – *Approved 5-0*

Resolution 2025-08, Plat Approvals (Adopted 8/13/2025)
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, PROVIDING FOR THE DESIGNATION OF THE COMMUNITY DEVELOPMENT DEPARTMENT AND THE COMMUNITY DEVELOPMENT DIRECTOR AND ANY SUCCESSOR DEPARTMENT OR DIVISION AS THE ADMINISTRATIVE AUTHORITY WITH THE POWER AND DUTY TO RECEIVE, REVIEW, PROCESS, APPROVE, AND DENY THE SUBMISSION OF APPLICATIONS FOR PLATS AND REPLATS IN THE CITY OF MADEIRA BEACH; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

- August 13, 2025, BOC Regular Meeting – *Approved 5-0*

Resolution 2025-10, Plat Approvals (Adopted 10/01/2025)
A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, DESIGNATING AUTHORIZED SIGNERS OF BANKING DOCUMENTS FOR THE CITY OF MADEIRA BEACH; BY REPEALING RESOLUTION 2022-03 AND ANY OTHER RESOLUTION IN CONFLICT HEREWITH; AND BY PROVIDING FOR AN EFFECTIVE DATE.

- October 1, 2025, BOC Regular Meeting – *Approved 5-0*

CONTRACTS/AGREEMENTS/PURCHASES/LEASES

- JCB 35Z-1 Compact Excavator Purchase – Sourcewell Contract - $59,040
  - January 8, 2025, BOC Regular Meeting – *Approved 5-0*

- Tampa Bay Psychology Services LLC Agreement for Psychological Evaluation and Counseling Services for Fire Personnel @ $165.00 per individual counseling session
  - January 22, 2025, BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Meeting – *Approved 5-0*

- Public Works/Satellite Building Department Design – Engineering proposal with Pennoni for the public works building for $62,050.00
  - January 22, 2025, BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Meeting – *Approved 4-1; Commissioner Kerr voted against*

- Public Works/Satellite Building Change Order – Architectural & Structural Engineering Services - $88,610.00
  - March 26, 2025, BOC Regular Workshop Meeting
  - April 2, 2025, BOC Regular Meeting – *Approved 3-2*

- AAA Florida Traffic Safety Grant – to increase the road for the firefighters while responding to an accident or an emergency call - $5,400
  - February 12, 2025, BOC Regular Meeting – *Approved 5-0*

- Saltwater Destination Agreement – 2nd Amendment - Five-year extension from October 22, 2024, through October 21, 2029, to provide chairs and umbrellas on the sand in front of Archibald Park. - $12,000 Annual Payment

- January 22, 2025, BOC Regular Workshop Meeting
- February 12, 2025, BOC Regular Meeting – *Approved 5-0*

- Rebuilding Madeira Beach – Watershed Management Plan – Contract with Advanced Engineering for the Preliminary Program Development, Document Review, and Support Services - $89,865.81
  - January 22, 2025, BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Meeting – *Approved 5-0*

- Emergency Bridge Loan Program – Request for Application (up to 10-YR Term, 0% Interest for full term)
  - January 22, 2025, BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Meeting – *Approved 5-0, for Finance to apply for the loan*

- DSK Law Engagement Letter to serve as Special Magistrate for the City of Madeira Beach - $210 per hour plus costs for each actual attorney hour worked and $65 per hour for each paralegal hour worked in regard to engagement.
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*

- CAP Government Agreement – Building Services (Piggyback agreement with City of Dania Beach, FL – expires in May 2025 unless renewed)
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*

- Mobi-Mat Purchase for John's Pass North Jetty - $6,205.00
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 4-1 (Commissioner Ghovaee against)*

- Rear Load Containers Purchase from Iron Containers - $36,145.00
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*

- ITB 25-02 Rear Load Replacement Containers Purchase from Iron Container - $30,000 average annual purchase (3-YR Sales Agreement)
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*

- Archibald Parking Lot and 142nd Beach Access Repair - $494,680 (Piggyback Contract with City of Largo, FL with Keystone Excavators, Inc.)
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
  - April 16, 2025, BOC Regular Workshop Meeting – Project Update

- RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs – Contract with Grosz Construction Company, Inc. - $57,700.00
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*

- Master Pyro, LLC – Fireworks Displays – ($5,000.00 for the March 16th display, $5,000.00 for the May 4th display, $20,000.00 for the July 3rd display, and $5,000.00 for the November 9th display)
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*

- Facility Use Agreement with Burton Meiring, LLC dba as Simple Weddings (Receive 25% discount on rental rates listed in the Madeira Beach Fees and Collection Manual)
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*

- Automated Side Load Garbage Truck Lease Agreement - $8,500 per month (13-month Lease)
  - March 26, 2025, BOC Regular Workshop Meeting
  - April 2, 2025, BOC Regular Meeting – *Approved 5-0*

- Amendment to Kimley-Horn and Associates, Inc., Consulting and Design Services Agreement
  - April 16, 2025, BOC Regular Workshop Meeting
  - May 14, 2025, BOC Regular Meeting – *Approved 5-0*

- Interlocal Agreement with the City of Largo for Storm Debris Management, Site Lot 14 Utilization for 90-day Period - $500.00 per Storm (5-YR Term with option to renew for an additional four, one-year terms)
  - April 16, 2025, BOC Regular Workshop Meeting
  - May 14, 2025, BOC Regular Meeting – *Approved 5-0*

- ITB 25-05, Area 3 Roadway & Drainage Improvement Contract with Harbor Contracting, LLC - $7,155,457.44
  - April 16, 2025, BOC Regular Workshop Meeting
  - May 14, 2025, BOC Regular Meeting – *Approved 5-0*

- Joint Participation Agreement with Pinellas County for Area 3 Roadway and Drainage Improvement Project – Reimbursement to the City for $1,430,000.00
  - April 16, 2025, BOC Regular Workshop Meeting
  - May 14, 2025, BOC Regular Meeting – *Approved 5-0*

- ITB 25-06, Boca Ciega Street End Project, $149,998.42, includes 10% contingency in the event of an unforeseen issue during construction [They must show evidence to pay contingency]
  - January 22, 2025 BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 26, 2025, BOC Regular Workshop Meeting
  - April 16, 2025, BOC Regular Workshop Meeting
  - May 28, 2025, BOC Regular Workshop Meeting
  - June 11, 2025, BOC Regular Meeting - *Approved 5-0*

- ITB 25-07, Military Court of Honor, $225,823.02, includes 10% contingency in the event of an unforeseen issue during construction [Must have evidence to pay contingency]
  - January 22, 2025 BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 26, 2025, BOC Regular Workshop Meeting
  - April 16, 2025, BOC Regular Workshop Meeting
  - May 28, 2025, BOC Regular Workshop Meeting
  - June 11, 2025, BOC Regular Meeting – *Approved 5-0*

- RFI No. 25-09 Engineering Consultant and Design Services Discussion & Approval
  - May 28, 2025, BOC Regular Workshop Meeting
  - June 11, 2025, BOC Regular Meeting – *Approved 5-0, approved the Preference List and Agreements in the Agenda Packet*

- City of Madeira Beach Fire Station Settlement Agreement
  - May 14, 2025, BOC Regular Meeting – *Approved 5-0*

- Master Agreement UF, Task Order 08: Impact Fees, $30,000
  - April 16, 2025, BOC Regular Workshop Meeting
  - May 28, 2025, BOC Regular Workshop Meeting
  - June 11, 2025, BOC Regular Meeting – The Board asked that the item be brought back for discussion at the July BOC Workshop with a presentation and to discuss it earlier in the meeting.

- RFP No. 25-10 Financial Auditing Services
  - June 11, 2025, BOC Regular Meeting – The Board consented to Mr. Laflin sending out the RFP. The Board of Commissioners will serve as the Auditing Committee. They will be provided with the proposals received one month in advance of the first meeting to grade and evaluate them.
  - August 27, 2025, BOC Regular Workshop
  - October 1, 2025, BOC Regular Meeting – *Approved 5-0 to select Mauldin & Jenkins to provide auditing services for the City*

- Interlocal Agreement with Pinellas County for Multimodal Impact Fee Coordination (City to retain 50% of Collected Fees)
  - May 28, 2025, BOC Regular Workshop Meeting
  - July 23, 2025, BOC Special Meeting – *Approved 5-0*

- FY 2026 Gulf Beaches Public Library Annual Budget for Madeira Beach - $99,078.00
  - July 23, 2025, BOC Regular Workshop – *Consented to extending budget deadline*
  - August 13, 2025, BOC Regular Meeting – *Approved 5-0 to approve budget*
  - October 1, 2025, BOC Regular Meeting – *Approved 5-0 the approve Agreement*

- FY 2026 PCSO Annual Law Enforcement Services Contract - $1,802,352.00
  - July 23, 2025, BOC Regular Workshop
  - August 13, 2025, BOC Regular Meeting – *Approved 5-0*

- 2026 John Deere Gator Purchase - $23,355.00
  - July 23, 2025, BOC Regular Workshop
  - August 13, 2025, BOC Regular Meeting – *Approved 5-0*

- TruVac Trailer Purchase - $143,570.00
  - July 23, 2025, BOC Regular Workshop
  - August 13, 2025, BOC Regular Meeting – *Approved 4-1, Commissioner Ghovaee voted against*

- Interlocal Agreement with Thompson Consulting Services for Debris Monitoring
  - July 23, 2025, BOC Regular Workshop
  - August 13, 2025, BOC Regular Meeting – *Approved 5-0*

- Pinellas County Joint Participation Agreement Area 5 (Engineer Estimated $3,626,153.00 & Pinellas County Contribution (JPA) $1,555,378.00)
  - July 23, 2025, BOC Regular Workshop
  - August 13, 2025, BOC Regular Meeting – *Approved 5-0*

- Area 3 Construction Engineering Inspection (CEI) Approval – Al Carrier's Company $185,000
  - July 23, 2025, BOC Regular Workshop
  - August 13, 2025, BOC Regular Meeting – *Approved 5-0*

- Special Event Agreement – ROC Park – Drop Dead Beach Bash
  - August 13, 2025, BOC Regular Meeting – *Approved 5-0*

- Agreement to Purchase Property at 50 153rd Avenue (City bid $4.6 million)
  - July 23, 2025, BOC Regular Workshop
  - August 13, 2025, BOC Regular Meeting – *Approved 5-0 to direct City Manager to write a letter to the property owner to end the contract.*

- Stormwater Station Generator Replacement located at 14101 N. Bayshore Drive $69,633.47
  - August 27, 2025, BOC Regular Workshop
  - September 10, 2025 BOC Regular Meeting – *Approved 5-0*

- Diocese of Southwest Florida, Inc. Parking Lot License Agreement
  - August 27, 2025, BOC Regular Workshop
  - September 10, 2025, BOC Regular Meeting – *Approved 5-0*

- FDOT Debris Staging Area Agreement for Archibald and Johns Pass Park
  - August 27, 2025, BOC Regular Workshop
  - September 10, 2025, BOC Regular Meeting – *Approved 5-0*

- Bay Point Causeway and Drive Milling and Resurfacing Proposal **(Contract – Void)**
  - August 27, 2025, BOC Regular Workshop
  - September 10, 2025, BOC Regular Meeting – *Approved 5-0*

- Interlocal Agreement with Pinellas County for Cooperative Emergency Procurements of Disaster Debris Collection & Monitoring and Management Services
  - August 27, 2025, BOC Regular Workshop
  - September 10, 2025, BOC Regular Meeting – *Approved 5-0*

- City Manager Resignation Agreement
  - August 21, 2025, BOC Special Meeting - *discussion*
  - September 10, 2025, BOC Regular Meeting – *Approved city manager resignation agreement and made his last day on 9/10/2025 - Approved 5-0*

- Appointment of Acting City Manager (Salary $4,500 Monthly)
  - August 21, 2025, BOC Special Meeting
  - September 10, 2025, BOC Regular Meeting – *Approved Fire Chief Clint Belk to serve as temporary acting city manager – Approved 5-0*
  - October 1, 2025, BOC Regular Meeting - Acting City Manager Pay - $4,500 monthly salary *– Approved 5-0*

- Recruiting Firm to advertise City Manager and Other Senior Vacations
  - August 21, 2025, BOC Special Meeting
  - September 10, 2025, BOC Regular Meeting – *Approved 5-0 to waive the RFP requirement in finding a recruitment firm under these circumstances & Approved 5-0 for Commissioner Tagliarini to assist Ms. Powers with her research*

- Mowing and Lawn Maintenance Services – Contract Renewal
  - September 24, 2025, BOC Regular Workshop Meeting
  - October 1, 2025, Boc Regular Meeting – *Approved 5-0*

- Amendments to Aclarian Consultant $8,600 Monthly & Software Agreements – $38,000 Monthly + cost of any added features
  - September 24, 2025, BOC Regular Workshop Meeting
  - October 1, 2025, Boc Regular Meeting – *Approved 5-0*

- S. Renee Narloch Recruitment Proposal – Advertising City Manager Position Vacancy & other Senior Position Vacancies
  - September 24, 2025, BOC Regular Workshop Meeting
  - October 1, 2025, Boc Regular Meeting – *Approved 5-0*

- Lobbyists
  - October 1, 2025, BOC Regular Meeting – Discussion
  - October 22, 2025, BOC Regular Workshop Meeting – Lobbyists Presentations
  - November 12, 2025, BOC Regular Meeting – Approval of Lobbyists Agreement

- Property Purchase – Approval of Contract – 555 150th Avenue - $18 Million
  - September 24, 2025, BOC Regular Workshop Meeting (Discussion on property in general)
  - October 1, 2025, BOC Regular Meeting – *Approved 5-0*

- Final FEMA Payout for Administrative Work (CAT Z) Approval
  - October 1, 2025, BOC Regular Meeting – *Approved 5-0*

LIEN REDUCTION/FEE WAIVER REQUESTS

- Scott Holcomb Lein Reduction Request (Reduced Lien to $46,022.04)
  - July 23, 2025, BOC Regular Workshop
  - August 13, 2025, BOC Regular Meeting – *Approved 3-2 for Lien reduction to $46,022.04, Vice Mayor Kerr and Commissioner Ghovaee voted against*

- Building Permit Fee Waiver Extension Request
  - August 27, 2025, BOC Regular Workshop
  - September 10, 2025, BOC Regular Meeting – *Consensus to start using the form*

BOARD APPOINTMENTS

- Mayor Brooks to serve as Big-C Representative on the Forward Pinellas Board
  - July 23, 2025, BOC Special Meeting - *Approved 5-0 (Revote on September 10th – Madeira Beach must vote last)*
  - September 10, 2025, BOC Regular Meeting – *Approved 5-0*

- September 10, 2025, BOC Regular Meeting
  - Appointment to Civil Service Commission – *Appoint Scott Haufe to serve on the Civil Service Commission for a term expiring on October 30, 2028 – Approved 5-0*
  - Appointments to Planning Commission - *Appoint current members Mark Cloud and Matthew LaRue to serve a new three-year term expiring on September 30, 2028 – Approved 5-0*

- October 1, 2025, BOC Regular Meeting
  - Appointment to Civil Service Commission – *Appoint current member Jerry Cantrell to serve a new 3-Year term on the Civil Service Commission for a term expiring on October 30, 2028 – Approved 5-0*

WORKSHOP AGENDA SETTING FOR UPCOMING WORKSHOP LIST

January 8, 2025, BOC Regular Meeting (January 22, 2025, BOC Regular Workshop)

- Ordinance 2025-06, CIP Update in Comprehensive Plan
- Ordinance 2025-04, Planned Development
- City Information Dissemination
- Grant Writing
- Military Court of Honor
- FY 25 1st Quarter Financial Update
- John's Pass Dredging Update
- Post-Hurricane Update
- Presentation: Advanced Engineering Design, Rebuilding Madeira Beach

- Ordinance 2025-05, Temporary Structures on Residential Property after Natural Emergencies
- Mulch
- New Website Quotes
- Information Officer
- Task Force Committee

Added:

- Amendment to the City's adult use establishment ordinance (City Manager)
  A legislative change last year required the City to update its ordinance on adult use establishments because it increased the minimum age.
- 2025 Florida Legislative Session (Commissioner Kerr)
  - Infrastructure funding request for Senator DiCeglie
  - Create a preliminary list they can discuss and add it so they can prepare it to send off at the end of the workshop.
  - If they are interacting with FEMA about the insurance, let them know that it is ridiculous to elevate four feet above base flood elevation and not calculate it into the insurance premium. Homeowners will be elevating their homes at a very high cost and then hit with $8,000 to $10,000 insurance premiums when there is nothing they are insuring. It is excessive.
- Tom and Kitty Stuart Park Discussion (Commissioner Ghovaee)
- Department heads to give updates on damage repairs they are making due to the hurricanes and the storms (Mayor Brooks)

<u>February 12, 2025, BOC Regular Meeting (February 26, 2025, BOC Joint Workshop with Civil Service Commission)</u>

- Ordinance 2025-01, Employee Personnel Policy
- Ordinance 2025-02, Civil Service Commission Duties
- Ordinance 2025-03, Post Termination Hearings; Hearing Officers

<u>February 12, 2025, BOC Regular Meeting (February 26, 2025, BOC Regular Workshop)</u>

- Post-Hurricane Update
- Information Officer
- Task Force Committee
- Key to the City Discussion
- Post-Hurricane Update – Recovery, Rebuild, Permitting, FEMA, FDEM
- FY 25 Financial Update & Storms Damage Assessment (also discussed at 12-11-2024 BOC Workshop)
- City Street Ends Project Update
- ITB 20-02: Approval of contract for Purchase of Rear-Load Replacement Dumpsters
- Dumpster Purchase Approval
- Update on the Jetty, Dredging, and Military Court of Honor (Mayor Brooks)

Added

- City Manager's Spending Limitation (Added during Reports & Correspondence)

<u>March 12, 2025, BOC Regular Meeting (March 26, 2025, BOC Regular Workshop)</u>

- BOC Policy Handbook (Resolution 2025-02)

- FY 2025 Financial Update & Storm Damage/Insurance
- City Hall Ground Floor Repair
- City Hall Ground Floor New Construction – Status
- Texting Service - City Information
- Post-Hurricane Update - Recovery, Rebuild, Permitting, FEMA, FDEM
- Military Court of Honor
- John's Pass Dredging
- Grant Works - Existing Agreement

Added:

- Pocket Parks Update
- Library 60-Day Budget Extension
- Vision for the Marina during the Budget Workshop
- Captain Melvin Jackson with PCSO
- Snack Shack Agreement
- Tom and Kitty Stuart Park Update
- Update on the repairs at the Pinellas County Park
- Commissioner Ghovaee asked for an update on the repairs to State Road 666 over the causeway. The City Manager said he would contact Pinellas County and follow up. Director Wepfer said the potholes along 150th Avenue are from failing utilities, and the County is aware of them.

<u>April 2, 2025, BOC Regular Meeting (April 16, 2025, BOC Regular Workshop)</u>

- Master Plan
- 2025 Local Mitigation Strategy
- RFP No. 25-05, Area 3 Drainage & Roadway Improvements

Added:

- John's Pass Dredging Update (City Manager)
- Boca Ciega Street End Update (City Manager)
- Court of Honor Update (City Manager)
- Archibald Park Update (City Manager)
- Post Storm Updates (City Manager)
- 2024 Audit Presentation (City Manager)
- BOC Policy Handbook (Mayor Brooks) - Discussed adding a section on the order of business agenda for BOC regular meetings in the BOC Policy Handbook to address citizen comments received at the meeting. She would like it to be discussed and voted on at their next regular meeting.
- Tom and Kitty Stuart Park (Mayor Brooks)
- Key to the City and Awards Procedure (Mayor Brooks)
- Residential Impact Fees (Vice Mayor Kerr)

<u>May 14, 2025, BOC Regular Meeting (May 28, 2025, BOC Regular Workshop)</u>

- Ceremonial Items Policy (Resolution 2025-04)
- John’s Pass Dredging Update
- Snack Shack Agreement Review
- Grantworks Agreement

- Interlocal Agreement between Pinellas County and Local Governments for Multimodal Impact Fee Coordination
- Impact Fees (Jerry Murphy)
- Post-Hurricane Update- Recovery, Rebuild, Permitting, FEMA, FDEM
- Emergency Operations Plan (Resolution 2025-05)
- ITB 25-06, Boca Ciega Street End Project
- ITB 25-07, Military Court of Honor Project
- City Fitness Center

Added:

- City Manager's Performance Evaluation & provide criteria for that (City Manager)
- Timeline for Plan Review: What is proficient with their manpower, and whether they need to outsource more?

June 11, 2025, BOC Regular Meeting (June 25, 2025, BOC Regular Workshop; 6:00 p.m.)

- Compensation Study
- Resolution 2025-04, Adopting Ceremonial Items Policy (Draft)
- Interlocal Agreement Between Pinellas County and Local Governments for Multimodal Impact Fee Coordination
- Non-conformance – variances
- John's Pass Dredging Update
- Beach Groins Update
- Post-Storm Update – FEMA, FDEP, Permitting, Hurricane Expo/Season Preparations
- FY 25 Financial Update including Storm Damage

Added:

- Each department head is to give an update on the post-storm for their department (Mayor Brooks)
- Impact Fees (Board of Commissioners)
- Network People/Integris - $60,000 additional IT services expenditure following approval of original contract (Mayor Brooks)

July 9, 2025, BOC Regular Meeting (July 23, 2025, BOC Regular Workshop; 6:00 p.m.)

- Impact Fees (first item on the agenda)
- Special Magistrate Lien – 572 Johns Pass Drive
- John's Pass Dredging Update
- Murals at John's Pass Park, Marina Recreation
- Nonconformances and Open Sky Ordinances
- Post-Storm Update – FEMA, FDEP, Permitting, Department Updates
- Sanitation Ordinance – Dumpster enclosers
- TruBack Trailer Purchase

Added:

- FDEP Resiliency Grant
- Integris Chief Information Officer
- Jetty Update
- Letter to the State for the Marina
- The Code Enforcement on sunken boats
- The pools that are green

- Strategic Planning
- Sheriff's Department to talk about EV bicycles and what the rules and regulations are for those
- Resurfacing and repair of 1505h by FDOT
- BOC ceremonial items
- Update on the start of construction for the Honors Court

August 13, 2025, BOC Regular Meeting (August 27, 2025, BOC Regular Workshop; 6:00 p.m.)

- Terrain Modification Update
- Building Permit Fees – Waiver review and possible extension
- America 250
- Frontier Communications Infrastructure Repair/Removal
- Noise Ordinance
- FDOT Debris Staging Agreement

Added:

- 2026 Legislative Session
- Dredging Project Update
- Code Violation Fines Process
- Grants Update
- Purple Heart Designation
- Discuss Property in General

September 10, 2025, BOC Regular Meeting (September 24, 2025, BOC Regular Workshop; 6:00 p.m.)

- Kimley-Horn Letter of Agreement for Professional Services – Impact Fee Ordinances
- Noise Ordinance Review
- 2026 Appropriations – Provide a List
- Presentation: Shumaker Advisors
- Rebid Information Technology Contract (IT Services)

Added:

- Swim Zones for the Fruit Float Business
- Recruitment Firm for the city manager position and other senior positions
- City Manager position and what they are looking for to give to the recruiter
- Strategic Planning
- Flood Insurance Letter
- Purple Heart Ceremony

October 1, 2025, BOC Regular Meeting (October 22, 2025, BOC Regular Workshop; 600 p.m.)

- Amendment to Purchasing Policy
- Grantworks, Inc. Presentation
- Recommendation for Amendment to Swim Zone Ordinance
- HR Director Position
- City Clerk Performance Evaluation Procedure

Added:

- City Manager Description Position
- Aclarian Finance Director Discussion
- RJ Myers and other Lobbyists who can attend

- Noise Discussion – (include Deputy Snyder in the noise discussion and in the swim zone discussion)

BOC WORKSHOP MEETING & REGULAR MEETINGS UPDATES - DISCUSSIONS

January 8, 2025, BOC Regular Meeting

- John's Pass Dredging Update
- John's Pass Park Jetty Repair
- Hurricane Updates – Recovery, Rebuild, Permitting, FEMA, FDEM 2025 Florida Legislative Session
- 2025 Florida Legislative Session

January 22, 2025, BOC Regular Workshop Meeting

- Ordinance 2025-07, Minimum Age for Adult Use Establishments F.S. 787.30
- Post–Hurricane Recovery, Rebuilding, Permitting, FEMA, FDEM
- Rebuilding Madeira Beach
- Mulch
- Ordinance 2025-05, Temporary Shelters on Residential Property
- Ordinance 2025-04, Planned Development
- Ordinance 2025-06, Amendment to Capital Improvement Element of Comprehensive plan
- Military Court of Honor
- Saltwater Destination Beach Concession Agreement—2nd Agreement
- Tampa Bay Psychology Associates Services Agreement
- HR, Classification, & Compensation Plans Study Update
- City Information Dissemination
- City Web/Internet Site
- Grant Writing
- Shumaker Advisors – Jim Taylor
- John's Pass Dredging Update – Aptim Presentation
- Ql FY 2025 Financial Presentation, Including Post-Hurricane Update
- Emergency Bridge Loan Program
- John's Pass North Jetty Update
- Declared Disaster Sanitation Fee
- Public Works/Satellite Building Department Design

February 12, 2025, BOC Regular Meeting

- City Manager – Post Storm Work

February 26, 2025, BOC Joint Workshop with Civil Service Commission

- Ordinance 2025-01, Employee Personnel Policy
- Ordinance 2025-02, Civil Service Commission Duties
- Ordinance 2025-03, Post Termination Hearings; Hearing Officers

February 26, 2025, BOC Regular Workshop

- Key to the City

- Task Force Committee
- Information Officer
- SBA Loans—Rick Morales
- John's Pass Dredging
- Honor Court
- City Purchasing
- CAP Government Agreement for Building Department Services
- Updates to the Code for C-1 and C-2 Zoning District
- Post-Hurricane Update Recovery, Rebuild, Permitting, FEMA, FDEM
- FY 2025 Financial Presentation – Through January 2025
- John's Pass North Jetty Update
- ITB 25-02 Purchase Rear Load Replacement Containers Contract Approval
- Purchase for Rear Load Containers
- City Street Ends Project Update
- RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs
- Facility Use Agreement
- Facility Rental Fee Updates
- City Sponsored Fireworks

March 26, 2025, BOC Regular Workshop

- 2025 BOC Policy Handbook
- Captain Melvin Jackson, Pinellas County Sheriff's Office
- John's Pass Dredging
- Gulf Beaches Public Library - FY 26 Budget Request
- City Information Dissemination - Texts
- Post-Hurricane Update - Recovery, Rebuild, Permitting, FEMA, FDEM
- Financial Overview Presentation—Through March 2025
- City Marina
- Public Works / Satellite Building Change Order
- Boca Ciega Street End Project Update 3-26-2025
- Automated Side Load Garbage Truck Lease Agreement
- Tom & Kitty Stewart Park Hurricane update -
- Court of Honor update
- Archibald Park Update

April 16, 2025, BOC Regular Workshop

- Board of Commissioners Policy Handbook
- Key to the City & Awards Policy and Procedure
- Personnel, Policy & Procedures Manual (Ordinance 2025-01)
- John's Pass Dredging Update
- City External Financial Audit
- Madeira Beach Master Plan Update
- Impact Fees
- Pinellas County Local Mitigation Strategy (LMS)

- Amendment to Kimley-Horn Agreement for Master Plan
- Post-Hurricanes Update-Recovery, Rebuild, Permitting, FEMA, FDEM
- FY 2025 Financial Overview Presentation – Through March 2023
- Fees and Collection Manual Updates
- Court of Honor Update April 16, 2025
- Boca Ciega Street End Project Update 4/16/2025
- Archibald Parking Lot and 142nd Beach Access Repair Update –
- Tom & Kitty Stuart Repair Update
- ITB 25-05 Area 3 Roadway & Drainage Improvement Project
- Interlocal Agreement for Storm Debris Management Site Utilization
- Joint Participation Agreement with Pinellas County for Area 3 Roadway and Drainage Improvement Project

May 28, 2025, BOC Regular Workshop

- Resolution 2025-04, Adopting Ceremonial Items Policy
- City Manager's Performance Evaluation
- John's Pass Dredging Update
- Grantworks Agreement – Use City of Bonita Springs and Pinellas County Agreements
- Snack Shack – Repairs and Agreement Update
- Interlocal Agreement between Pinellas County and Local Governments for Multimodal Impact Fee Coordination
- City Impact Fees
- Post-Hurricane Update – Recovery, Rebuild, Permitting, FEMA, FDEM
- Emergency Operations Plan Amendment for 2025-2028 (Resolution 2025-05)
- ITB# 25-07 Military Court of Honor Project
- ITB# 25-06 Boca Ciega Street End Beautification Project
- RFI # 25-09 Engineering Consultant and Design Services
- Fitness Center

June 25, 2025, BOC Regular Workshop Meeting

- Adopting Ceremonial Items Policy (Resolution 2025-04)
- Snack Shack - Repairs and Agreement Update
- John's Pass Dredging Update
- HR Compensation Study
- The Barrier Islands Governmental Council (Big-C)
- Integris VCISO
- Nonconformances, Variances, and Open Sky Requirements
- Add Ordinance Language for Unsafe Structures
- Hurricane Permit Update
- Presentation of Series 2013 Bond Refunding Opportunity
- Beach Groin Restoration Project update
- Recreation Truck
- Mosquitoes

July 9, 2025, BOC Regular Meeting

- Ford F250 Crew Cab XL Purchase – 2024 Discussion
- Proposed Ordinance 2025-14, Amendment to Chapter 14, Article IV – Moving of Structures Discussion

July 23, 2025, BOC Regular Workshop Meeting

- Impact Fees
- 2026 Board of Commissioners Meeting Schedule - Draft (February regular meeting scheduled for February 4th and February regular workshop scheduled for February 11th. The April workshop scheduled for April 29th)
- Ceremonial Items - participation, selection
- Scott Holcomb Request for Special Magistrate Lien Reduction - 572 Johns Pass Avenue
- Johns Pass Park Bathroom Mural
- FY 2026 Gulf Beaches Public Library Budget
- FY 2026 PCSO Law Enforcement Agreement
- John's Pass Dredging Update
- FL Department of Environmental Protection (FDEP) Resiliency Grant Program
- Information Technology - Integris Agreement for vCISO
- Letter to State Division of Lands - Marina Parcels
- America 250 - Semiquincentennial
- Potential property purchase - 50 153rd Ave
- Code Enforcement - abandoned/derelict boats and abandoned/unmaintained pools
- Strategic Planning
- Electric (E-bike) Bicycles - Ordinances, rules, processes
- Ordinance 2025-14: Amendments to Chapter 14., Article IV, Elevation and Relocation of Structures
- Post-Storm Update – FEMA, FDEP, Permitting, Department Updates
- Continuation of banking services - Hancock Whitney Bank
- TruVac Trailer Purchase
- Area 3 Construction Engineering Inspection (CEI) Approval
- Interlocal Agreement with Thompson Consulting Services for Debris Monitoring
- Military Court of Honor Update July 23, 2025
- Johns Pass Jetty Update July 23, 2025
- 2026 John Deere Gator Discussion
- Pinellas County Joint Participation Agreement Area 5
- Boca Ciega Street End Project update 7-23-25
- FDOT 150th Ave. Resurfacing

Added:

- Tech Grants (Community Planning Technical Assistant Grant)

August 13, 2025, BOC Regular Meeting

- Hurricane Damage Update – Community Development Ground Floor Assessment
- Hurricane Damage Assessment – Current Status
- 2025 Seafood Festival Recap
- 2026 FL Legislative Session

August 27, 2025, BOC Regular Workshop

- Presentation – Frontier Communications' Infrastructure – Repair/Removal
- Presentation – Property Insurance, Jim Everett & Jake Holehouse
- Property Discussion in General
- Noise Ordinance
- Purple Heart City Designation
- Code Enforcement Processes
- 2026 FL Legislative Session
- Building Permit Fees Waiver
- Terrain Modification Update – Advanced Engineering
- Referencing Current Codes & Removing Outdated Publications
- Auditor Selection Process – FY 2025-2029 Financial Statement Audits
- FDOT Debris Staging Area Agreement for Archibald and Johns Pass Park
- Stormwater Station Generator Replacement located at 14101 N. Bayshore Drive
- Diocese of Southwest Florida, Inc. Parking Lot License Agreement
- Bay Point Causeway and Drive Milling and Resurfacing Proposal Discussion
- Village Friday
- Big C Update

September 24, 2025, BOC Regular Workshop Meeting

- Presentation: Shumaker Advisors
- Flood Insurance Letter
- Purple Heart Ceremony
- Strategic Planning
- Public Works State Appropriation Request
- Rebid Information Technology Contract (Network People/Integris)
- Selection of Recruiting Firm – City Manager and other Senior Vacant Positions
- Roles and Responsibilities for City Manager to be advertised
- Restricted Swim Area Discussion
- Project Update
- Legal Advice for Employees moving to Exempt Status
- City Purchasing Property
- Noise Ordinance and Senate Bill 180 Compliance
- Kimley-Horn Letter of Agreement for Professional Services for City of Madeira Beach Impact Fee Ordinances
- Amendments to Aclarian Consultant & Software Agreements
- John's Pass Village and ROC Park Dock Discussion
- Mowing and Lawn Maintenance Services – Contract Renewal

Added by Mayor Brooks

- City Clerk Performance Evaluation Review for Merit Increase and to vote at the November 12, 2025 BOC Regular Meeting

October 22, 2025, BOC Regular Workshop Meeting

- Presentation: Lobbyists
    - Alis Drumgo, Capital City

  - Todd Josko, Ballard Partners
  - Alan Suskey, Shumaker
  - R. J. Myers
- Presentation: Grantworks, Inc.
- Presentation: Kimley-Horn Presentation (Strategic Planning and Grant Services Overview)
- Strategic Planning Proposals
- S. Renee Narloch, Recruitment Firm to discuss City Manager Recruitment and other Senior Positions
- Human Resources Director
- Public Information Officer (Communications Manager)
- Aclarian Finance Director
- Private Parking Lot Signage
- Schedule Town Hall Meeting to discuss 555 150th Property & JP Jetty (11/15 & 11/19)
- City Clerk's Performance Review Procedure
- Ordinance 2025-19, C-3 Zoning District Setbacks
- Resolution 2025-09, Adopting an Updated Madeira Beach Master Plan and Proposed C-3/C-4 Zoning Amendments Discussion
- Noise Ordinance Discussion
- Restrictions within Swim Zones
- Public Works Building Locate Change Request
- Public Works Project Update
- Recreation Management Software Proposal
- Placer.AI Software Proposal
- Madeira Beach Fundamental Irrigation System (verbal)
- Fireworks RFP (verbal)

BOC SPECIAL MEETINGS – SHADE MEETINGS

February 26, 2025, BOC Special Meeting (for a shade meeting)

- The City of Madeira Beach v. Wannemacher Jensen Architects, Inc. and Hennessy Construction Corp., Case No.23- 23-007114-CI, Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

BOC SPECIAL WORKSHOPS

August 21, 2025, BOC Special Workshop

- City Manager Performance Discussion

BOC SPECIAL MEETINGS – FY 2026 MILLAGE RATE & FY 2026 BUDGET HEARINGS

September 10, 2025, BOC Special Meeting

- Ordinance 2025-15, FY 2026 Tentative Millage Rate – 1st Reading & Public Hearing – *Approved 5-0*
- Ordinance 2025-15, FY 2026 Final Millage Rate – 2nd Reading & Public Hearing - *Approved 5-0*

September 24, 2025, BOC Special Meeting

- Ordinance 2025-16, FY 2026 Tentative Budget – 1st Reading & Public Hearing – *Approved 5-0*
- Ordinance 2025-16, FY 2026 Final Budget – 2nd Reading & Public Hearing – *Approved 5-0*

BOC BUDGET WORKSHOPS

March 26, 2025, BOC Budget Workshop #1

- 5-Year Capital Improvement Plan Initial Discussion
- EOG DOGE Letter to Local Officials
- FY 2026 Budget Workshop & Adoption Timeline

April 16, 2025, BOC Budget Workshop #2

- 3 Year Historical Revenues & Expenses and Reserve Analysis
- 5-Year Capital Improvement Plan Initial Discussion
- Personnel Listing & Costs by Department – FY 2025
- FY 2026 Budget Workshop & Adoption Timeline

May 28, 2025, BOC Budget Workshop #3

- Personnel Listing & Costs by Department – FY 2025
- Budgeted Personnel Costs & FTEs – FY 2025
- Budgeted Benefits Information – FY 2026
- Proposed Budget Amendment – FY 2025

June 25, 2025, BOC Budget Workshop #4

- FY 2025 Financial Overview & Emergency Bridge Load Status
- FY 2026 Budget Summary & Detail by Department
- 5-Year Capital Improvement Plan
- FY 2026 Budgeted Position Listing

July 23, 2025, BOC Budget Workshop #5

- Revenue & Expense Analysis – through March 2025
- YTD Hurricane Related Expenses
- Damage Assessment – Current Status
- Updated FY 2026 Budget & Summary of Changes

August 27, 2025, BOC Budget Workshop #6 (final)

- Analysis of Cost of Operations with Multi-Year Trend
- Team Member Listing
- FY 2026 Operating & Capital Budget Schedules

TOWN HALL MEETINGS/COMMUNITY MEETINGS – COMMISSION CHAMBERS

- January 28, 2025; 5:30 p.m. – City of Madeira Beach Master Plan Town Hall Meeting

- April 24, 2025; 5:30 p.m. - 2025 State of the Beaches Mayor's Town Hall Meeting (ISPS and the Pinellas Beaches Chamber)
- May 31, 2025; 10:00 a.m. - Hurricane & Sea Turtle Expo
- July 22, 2025; 6:00 p.m. – Public Meeting with Community Development
- September 4, 2025; 6:00 p.m. - Recreation Concession & Indoor Facility Community Workshop

LETTER OF SUPPORT ITEMS

July 9, 2025, BOC Regular Meeting

- Edward Byrne Memorial Justice Grant, Pinellas County, Letter of Support – *Approved 4-0*

REPORTS/CORRESPONDENCE – BOARD OF COMMISSIONERS & CHARTER OFFICERS

January 8, 2025, BOC Regular Meeting

- Board of Commissioners 2025 BOC Meeting Schedule – The Board changed the Wednesday, October 8, 2025, BOC Regular Meeting to Wednesday, October 1, 2025, because the Mayor could not attend the meeting.
- City Attorney – No Report
- City Clerk – City Clerk's January 2025 Report and Board of Commissioners 2024 Annual Meetings Report
- City Manager – The City Manager thanked the Board for its continued support and interactions with the residents and businesses. It has been extremely helpful during post-storms. He appreciated the snacks brought in on Fridays by a Commissioner for the employees.

February 12, 2025, BOC Regular Meeting

- Board of Commissioners - 2025 BOC Meeting Schedule - The Board rescheduled the BOC Regular Meeting from Wednesday, April 9th, to Wednesday, April 2nd, and the two BOC Workshop Meetings (Budget Workshop and Regular Workshop) from Wednesday, April 23rd, to Wednesday, April 16th. The times of the meetings remained unchanged. The City Attorney said he would have someone to cover for him at the April 16th meetings.
- City Attorney - The City Attorney reported on the lawsuit he filed against Wannemacher Jensen Architects, Inc., and Hennessy Construction Services Corporation for issues occurring at the fire station and recreation center. A BOC Special Meeting was scheduled for a Shade Meeting on Wednesday, February 26, 2025, from 3:00 p.m. to 4:00 p.m.
- City Clerk - City Clerk's February 2025 Report
- City Manager – The City Manager reminded everyone to lock their vehicles and firearms. There have been reports of vehicles being broken into and firearms stolen. Captain Melve Jackson from the Pinellas County Sheriff's Office will introduce himself at the March workshop. He took the place of Captain Leiner, who retired. The Elevate Florida website was now open.

March 12, 2025, BOC Regular Meeting

- Board of Commissioners 2025 BOC Meeting Schedule - Mayor Brooks asked if they could include discussions of residents' comments on the agenda for every meeting before they adjourn. The City Manager said they would amend the agenda format in the BOC Policy Handbook at the next workshop.

- City Attorney—The City Attorney gave an update on the Fire Station settlement agreement and hoped to bring it to the April 2nd BOC Regular Meeting for approval.
- City Clerk – No City Clerk's Monthly Report
- City Manager – The City Manager congratulated the Mayor and Commissioners of Districts 3 and 4. He reminded everyone of the upcoming events in March and the first Budget Workshop on the 26th.

April 2, 2025, BOC Regular Meeting

- Board of Commissioners
  - Board of Commissioners – 2025 BOC Meeting Schedule – No changes made. Commissioner Tagliarini will be on vacation for three weeks and miss the June 25th workshop meetings.
  - Board of Commissioners Meeting Report – The City Clerk reviewed the new Board of Commissioners and received positive feedback from the Board.
- City Attorney—The City Attorney gave an update on the Fire Station settlement agreement and hoped to bring it to the next regular meeting for approval.
- City Clerk – City Clerk's April 2025 Report
- City Manager – The City Manager was absent from the meeting.

May 14, 2025, BOC Regular Meeting

- Board of Commissioners
  - Board of Commissioners – 2025 BOC Meeting Schedule – No changes made. Commissioner Tagliarini said he had to work and would arrive late to the budget meeting on May 28th. The BOC consented to having the next mandatory Ethics training in person on July 16. It will be held in the Chamber or the City Centre room.
  - Board of Commissioners Meeting Report – The City Clerk reviewed the new Board of Commissioners and received positive feedback from the Board.
- City Attorney—The City Attorney said he appreciated the Board's support in getting the fire station litigation done. It would be nice to have it behind them so they can concentrate on repairing the fire station.
- City Clerk – City Clerk's May 2025 Report. The report was the City of Madeira Beach Brief History, History Leading to the 25th Anniversary of the City of Madeira Beach, Florida, and the City of Madeira Beach History of City Managers, from 1953 to the present. The first city manager was hired in 1953.
- City Manager – The City Manager reminded everyone of upcoming events.

June 11, 2025, BOC Regular Meeting

- Board of Commissioners
  - Board of Commissioners – 2025 BOC Meeting Schedule – *No changes*
  - Board of Commissioners – 2025 BOC Meetings Report, January 1, 2025 – May 31, 2025 – The City Clerk said she would keep it updated monthly to make an annual report at the end of the year. She will happily add memberships and other activities for the mayor and commissioners throughout the year.
  - Board of Commissioners Correspondence –

    Mayor Brooks:

- She serves on the Tampa Bay Regional Planning Council. They just got a new liaison on the Council who was going to come to the meeting tonight but was unable to do so.
- She was recommended for the EMS Advisory Council. The County Commission will vote for her to begin attending those meetings at their next meeting. Her first meeting will be on June 27. She will also want to bring information on that. The Fire Department is excited that she will be there to be a voice for them, and she is super excited to be there. She met Dr. Jameson, Chief Medical Officer and EMS Medical Director, while shadowing at the Fire Department. She was excited to learn more about it, and one of the things the county does is the Fentanyl Program, and she hopes to be involved in that. She lost her youngest son to a Fentanyl overdose, so that day she felt it was meant to be. She was excited to have the opportunity to serve on the Council and see how she could make a change and be a voice for them and the Fire Department. She looks to bring updates on that.

- City Attorney - City Attorney Trask said everyone signed the Fire Station Litigation Settlement Agreement. He is hoping to have the funds by the end of the month.
- City Clerk's Report – June 2025 – The City Clerk reviewed the report.
- City Manager – The City Manager said he would do the city manager's monthly reports again beginning in July. He invited everyone to the upcoming events. , including the groundbreaking ceremonies the City is hosting:
  - The groundbreaking ceremony for the Military Court of Honor at Patriot Park will be held on Friday, June 20, at 9:00 a.m.
  - The groundbreaking ceremony for the Redington Beaches EMS Station will be held on Friday, June 27, at 9:00 a.m. near the North Redington Beach Town Hall.

<u>July 9, 2025, BOC Regular Meeting</u>

- Board of Commissioners
  - Board of Commissioners - 2025 BOC Meeting Schedule – *The Board scheduled the special meeting for 07/23/2025 at 4:00 p.m., followed by the budget workshop (This meeting was held on 07/23/2025 at 5:30 p.m.)*
  - Board of Commissioners Reports/Correspondence –

    Mayor Brooks:
    - She serves on the Tampa Bay Regional Planning Council. They just got a new liaison on the Council who was going to come to the meeting tonight but was unable to do so.
    - She was
- City Attorney - City Attorney Trask said the Fire Station Litigation Settlement funds should be received within a couple of days. He will email the Board when it is received.
- City Clerk – 2025 BOC Meetings Report, January 1, 2025 – June 30, 2025 – The City Clerk said she would be happy to add any additional information the Board would like added to the Report.
- City Clerk's Report – June 2025 – The City Clerk reviewed the report.
- City Manager's Report – June 2025 - The City Manager reviewed the highlights of the report, which included updates on projects and upcoming events.

<u>August 13, 2025, BOC Regular Meeting</u>

- Board of Commissioners

  - Board of Commissioners – 2025 BOC Meeting Schedule – *No changes.*
  - Board of Commissioners – 2026 BOC Meeting Schedule – *The Board consented to moving the March meetings up by one week. The regular meeting will be on Wednesday, March 4th, and the regular workshop will be on March 18th.*
  - Board of Commissioners Reports/Correspondence – *The Board scheduled a workshop meeting for Thursday, August 21st, at 2:00 p.m. to discuss the City Manager's performance. Staff and the City Manager would be given an opportunity to respond.*
- City Attorney had no report.
- City Clerk - Board of Commissioners Meeting Report for January 1, 2025 through July 31, 2025.
- City Manager's Report – July 2025 – The City Manager reviewed the highlights of the report.

<u>September 10, 2025, BOC Regular Meeting</u>

- BOC Board of Commissioners
  - 2025 BOC Meeting Schedule – *Changed meeting times for November 12th meetings from 2:00 p.m. and 4:00 p.m. to 4:00 p.m. and 6:00 p.m.*
  - BOC Board of Commissioners – 2026 BOC Meeting Schedule – *no changes*
  - Board of Commissioners Reports and Correspondence – *no report*
- City Attorney – *no report*
- City Clerk – Board of Commissioners Meeting Report – January 1, 2025 – August 31, 2025 – *Commissioner Tagliarini and Vice Mayor Kerr said it was nice to have everything in one place.*
- The City Manager thanked the Board, residents, businesses, visitors, and staff. He said it has been an honor to have worked and served the City as City Manager, and he wished the City all the best.

<u>October 1, 2025, BOC Regular Meeting</u>

- Board of Commissioners
  - 2025 BOC Meeting Schedule – *Changed meeting times for December 10th meetings from 2:00 p.m. and 4:00 p.m. to 4:00 p.m. and 6:00 p.m.*
  - BOC Board of Commissioners – 2026 BOC Meeting Schedule – *no changes*
  - BOC 2025 Meetings Report – Informational Purposes

- Board of Commissioners Reports and Correspondence – Commissioner Tagliarini said two days ago he reached out to the City Managers of the City of Treasure Island and the City of St. Pete Beach to understand their swim zone situation. He has not heard back yet but will report their response at the next meeting. Mayor Brooks said she shared the swim zone ordinance for St. Pete Beach with Marci. Marci can share that.

- **City Attorney** – The City Attorney stated that he had emailed the Board, informing them that the Snack Shack Concessionaires have threatened litigation against the City. He received a third letter from the attorney recently, in which he made that threat. He had forwarded that letter to the Board. He responded to that letter by email yesterday, setting forth his legal position on the matter. For those who have not yet received their emails, he wanted to bring this to their attention. He had not yet received a response to that email. If the Board has specific questions about his position or their legal standing to call him independently about it. Due to the threat of litigation, he advises the Board to exercise extreme caution when discussing their personal position with the concessionaire. He would prefer that they speak with him.
- **City Clerk's Report** – The City Clerk reported on the upcoming Candidate Qualifying Period and when and how Candidates can pre-file.
- **City Manager** – No Report