



# BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

Wednesday, May 22, 2024 at 6:00 PM  
Commission Chambers, 300 Municipal Drive,  
Madeira Beach, FL 33708

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

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1. **CALL TO ORDER**
2. **ROLL CALL**
3. **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.*

4. **BOARD OF COMMISSIONERS**
  - [A.](#) Bicentennial Park Usage
5. **CITY MANAGER**
  - [A.](#) City Manager Employment Agreement - 2nd Amendment
  - [B.](#) Gulf Beaches Public Library FY 2025 Budget
  - [C.](#) Parking Hourly Rate Discussion
6. **CIVIL SERVICE COMMISSION**
  - [A.](#) RFP 2024-01 HR, Classification, and Compensation Plans Study
7. **COMMUNITY DEVELOPMENT**

- [A.](#) Impact Fees - Residential
- [B.](#) Chairs/Umbrellas on Sand at Caddy's Restaurant on Gulf Blvd
- [C.](#) Noise Ordinance
- [D.](#) John's Pass Village Activity Center Zoning Workshop

**8. FIRE**

- [A.](#) IAFF Local 4966 Collective Bargaining Agreement Oct 2024 - Sep 2027

**9. PUBLIC WORKS**

- [A.](#) Gulf Blvd Undergrounding City Easement Approval

**10. RECREATION**

- [A.](#) Concession Stand and Enclosed Building Schematic Proposal

**11. ADJOURNMENT**

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

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



## MEMORANDUM

**Date:** May 22, 2024  
**To:** Board of Commissioners  
**From:** Robin I. Gomez, City Manager  
**Subject:** BICENTENNIAL PARK – PINELLAS COUNTY SCHOOL BOARD AGREEMENT

### **Background**

The City and the Pinellas County School Board have a current agreement that allows the City to use certain real property commonly known as Bicentennial Park located on the South side of 150<sup>th</sup> Ave (the Tom Stuart Causeway), just East of the bridge across Boca Ciega Bay, within the corporate limits of the City of Madeira Beach, as a park.

### **Discussion:**

On May 11, 2021, the City and the School Board of Pinellas County agreed to allow the City to use, clean, and maintain Bicentennial Park for a five (5) year period from June 10, 2021, through June 9, 2026. Among the agreement stipulations:

1. Agreement can be extended for 5-year periods under the same terms/conditions.
2. City will only use property as a public park.
3. Any material alterations and/or improvements must obtain written consent of the Pinellas County School Board.
4. No use will generate waste or damage the property, a public or private nuisance, or any act that may disturb the quiet enjoyment of others.
5. City may permit or maintain a 12' x 12' Pinellas County recycled yard waste mulch site.
6. PCSB may access the park at any time for the Board's educational and recreational programs.

The City has contemplated additional uses on the property and will discuss those and likely other at this Commission Workshop.

### **Attachments**

City and PCSB agreement  
 Bicentennial Park Map and a 2<sup>nd</sup> map showing the park boundaries on the entire PCSB property

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 11<sup>th</sup> day of May, 2021 by and between **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as "Board", and **THE CITY OF MADEIRA BEACH, FLORIDA**, a municipal corporation hereinafter referred to as "City".

**WITNESSETH:**

**WHEREAS**, the Board owns certain real property in the City of Madeira Beach as legally described in Exhibit "A", currently used by the City as Madeira Beach Bicentennial Park, hereinafter referred to as the "Park"; and

**WHEREAS**, the City desires to continue to use the Park and will maintain the Park, and Park facilities, in a safe, clean and sanitary condition; and

**WHEREAS**, the Board has permitted access to the Park via Madeira Beach Fundamental School roadways, as permitted by the Superintendent of Schools; and

**WHEREAS**, the Board and City are each willing to cooperate in this matter under certain conditions and provisions.

**NOW, THEREFORE**, in consideration of the covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.
2. The term of this Agreement will be for a period of five (5) years beginning on June 10, 2021, and ending on June 9, 2026. This Agreement may be extended for additional 5-year periods under the same terms and conditions set forth herein, with written agreement and approval by the Superintendent of Schools and the City Manager.

**Use of Real Property:** City will not use or permit the real property to be used for any purpose other than as a public park. City will not use or permit any usage which results in a material alteration of the Park or improvements without the written consent of Board. City will not perform any act that may be prohibited under standard form of liability or fire insurance policies, nor use the Park for any such purposes prohibited therein. In addition, no use will be made that will result in: (1) waste on the real property, except as described in paragraph 3-A. below; (2) damage to the real property; (3) a public or private nuisance; or (4) any other act that may disturb the quiet enjoyment of others.

3-A. The City may permit or maintain a 12'x12' Pinellas County recycled yard waste mulch site to be located on the Park premises.

3. The City will comply with all governmental regulations and statutes affecting the Park either now or in the future.

4. The Board will be permitted access to the Park at any time during the term of this lease for the Board's educational and recreational programs.

5. The City may not advertise or publicly imply the use of the park in any manner not specifically stated in this Agreement or without prior authorization from the Administrative Heads of the School Board. Uses of the Park, not herein provided, may be permitted with the written approval of the Superintendent of Schools and the City Manager, or their specific designees.

6. **Utilities:** No utilities are provided by the Board on the Park.

7. **Modification of Real Property:** The City will not change or modify the real property without written consent of the Board.

8. **Insurance/Indemnity:** Subject to the Florida statutory limits on the waiver of sovereign immunity, the parties agree that each will be responsible for the negligent acts of their employees, servants or agents or on account of any unsafe condition that may exist as a result of the negligent operation by the parties of the subject facilities. Each party agrees to be responsible for the safety of its own employees, invitees, licensees or participants in its respective programs in case of accidental injury, except as noted above. The City agrees to list the Board as an additional insured, with respect to the City's use of Board Property.

10. **Assignment:** The City will not assign any rights or duties under this lease or sublet the Park or any part thereof without the prior written consent of the Board.

11. **Termination:** The Agreement will remain in effect unless terminated by either party as follows:

- a) Upon breach of this Agreement by a party, the other party will give written notice of termination of this Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within five days from receipt of said notice, then the contract will terminate ten days from receipt of the written notice;
- b) Either party may terminate this Agreement without cause by giving written notice to the other party that the Agreement will terminate thirty days from the receipt of said notice by the other party.


12. **Unforeseen Questions:** The Board and the City agree that in the event of unforeseen questions arising out of the use of the Park by the parties, said questions will be settled in writing between the Superintendent of Schools and the City Manager, or their specific designees.

13. **Headings:** The headings of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement or any part hereof, or in any way affect the same, or construe, any provision hereof.

IN WITNESS WHEREOF, the parties hereto set their hands and the day and date set forth above.

**CITY**

**CITY OF MADEIRA BEACH, FLORIDA**


By:   
City Manager

Attest: 

**BOARD**

**THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**

By:   
Chairperson

Attest:   
Superintendent

6/8/2021

Approved as to form:

  
School Board Attorney

EXHIBIT "A"

From the center of Section 3, Township 31 south, Range 15 East, run North 00 34'24" East 139.34 feet to the centerline of State Road 699; thence South 41 58'57" West along said centerline 1,399.97 feet; thence South 48 01'03" East 50 feet to the Southeasterly line of said State Road 699; thence South 41 58'57" West along the Southeasterly line of State Road 699 776.24 feet; thence South 43 51'40" West along said Southeasterly line of State Road 699 844± feet to 'Point of Beginning said Point being' the most Westerly corner of an existing reinforced concrete slab sea wall which is the present limits of the athletic field for the Madeira Beach Junior High School; thence continue South 43 51'40" West 350 ± feet to the most Westerly corner of a tract of land conveyed to the Board of Public Instruction of Pinellas County by the Department of Health, Education & Welfare by quit-claim deed registered in the Public Records of Pinellas County in Deed Book 1,635, page 611; thence South 46 05' 35" East 353.66 feet to the most Southerly corner of the above said tract; thence North 56 09'40" East 358 ± feet to the most Southerly corner of the aforesaid existing reinforced concrete slab sea wall; thence Northwesterly along the face of the said existing concrete slab sea wall 430 ± feet to the Point of Beginning.



**BICENTENNIAL PARK – owned by Pinellas County School Board, agreement w/ COMB for park use**

Item 4A.







## MEMORANDUM

**Date:** May 22, 2024  
**To:** Board of Commissioners  
**From:** Robin I. Gomez, City Manager  
**Subject:** CITY MANAGER EMPLOYMENT AGREEMENT – 2<sup>ND</sup> AMENDMENT

### **Background**

Review City Manager employment agreement for a 2<sup>nd</sup> amendment.

### **Discussion:**

On December 6, 2021, the City Commission adopted an agreement with the City Manager to perform the various duties and responsibilities so designated to administer/manage the City of Madeira Beach daily operations. The agreement included the various position terms and conditions such as work duties, salary, compensation, benefits, etc.

On October 19, 2022, the City Commission adopted a 1<sup>st</sup> amendment to the Dec 6, 2021 agreement with the City Manager to increase the base compensation from \$135,000.00 to \$140,000.00, and extend the end agreement date to December 19, 2024.

City Manager has met one-on-one with the Mayor and each City Commissioner periodically since December to review/discuss the City Manager's performance and is desirous of a 2<sup>nd</sup> amendment to the Dec 6, 2021, agreement to include the following:

1. Agreement extension through December 31, 2026
2. Additional 4 annual vacation leave workdays for a total of twenty-five (25)

### **Fiscal Impact**

None

### **Attachments**

Robin Gomez Employment Agreement dated December 6, 2021  
 1<sup>st</sup> Amendment to Employment Agreement dated October 19, 2022

**EMPLOYMENT AGREEMENT – ROBIN GOMEZ**

This Agreement, made and entered into this 6<sup>th</sup> day of December 2021, by and between the City of Madeira Beach, a municipal corporation, organized and existing under the laws of the State of Florida, hereinafter referred to as "City" and Robin Gomez, hereinafter called "Manager," both of whom understand as follows:

WITNESSETH:

WHEREAS, Article V of the City Charter establishes the position of City Manager who shall be fully engaged in work for the City and shall serve at the pleasure of the Board of Commissioners of the City of Madeira Beach; and

WHEREAS, the Board of Commissioners ("BOC") selected Manager at a public meeting on November 22, 2021 and desires to employ the services of Robin Gomez as City Manager of the City of Madeira Beach as provided within the City Charter; and

WHEREAS, it is the desire of the BOC to provide certain benefits, establish certain conditions of employment, to set working conditions and set the framework and context for the relationship which shall exist between the City and Manager; and

WHEREAS, it is the desire of the Commission to: 1) retain the services of Robin Gomez as Manager and to provide inducement for him to remain in such employment; 2) make possible full work productivity by assuring Manager's morale and peace of mind with respect to future security; 3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of Manager; and 4) provide a just means for terminating Manager's services; and

WHEREAS, Robin Gomez desires to serve as City Manager of City, and

WHEREAS, the BOC and Manager have mutually negotiated and agreed to the terms of this agreement.

NOW THEREFORE, in consideration of the promises, mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

**SECTION 1. DUTIES**

City hereby agrees to employ Manager to perform the duties specified in Article V, Section 5.4 of the City Charter and to perform other legally permissible and proper duties and functions as the BOC may from time-to-time assign.

## SECTION 2. TERM AND EFFECTIVE DATE

- A. City and Manager agree to the exclusive employment of Manager. Manager's start date will be December 20, 2021. The term of this Agreement shall be for an initial period of two (2) years from December 20, 2021, to December 19, 2023. This Agreement may be amended, extended, or terminated by the parties, in accordance with the provisions of this Agreement unless terminated or resigned pursuant to Sections 2, 7 and 8, herein. If either party does not wish to renew this Agreement, they must give sixty (60) days prior to expiration of this Agreement.
- B. Regarding outside activities, the employment provided for by this Agreement shall be the Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Manager may elect to accept limited teaching and consulting opportunities with the understanding that such arrangements shall not constitute interference or a conflict of interest with Manager's responsibilities under this Agreement, and such arrangements shall only be undertaken following authorization by the BOC.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of BOC to terminate the services of Manager at any time, subject to the provisions set forth in Article V, Section 5.4 of the City Charter, and Sections 2.A. and 7 of this Agreement.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Manager to voluntarily resign at any time from his position with City, in accordance with the provisions set forth in Sections 2.A. and 8 of this Agreement.
- E. This Agreement shall take effect upon approval by BOC and the date first entered above.

## SECTION 3. SALARY

- A. City agrees to pay Manager an annual base salary of One Hundred Thirty-Five Thousand Dollars (\$135,000.00), payable in accordance with the City's payroll procedures.
- B. In addition, City may increase the base salary and/or benefits of Manager in such amounts and to such extent as BOC may determine it is desirable to do so upon the basis of an annual review of Manager's salary. (See Section 9).

## SECTION 4. BENEFITS

- A. Manager shall receive all benefits provided to City employees, as defined in the City's Personnel Rules and Regulations, except as they may be amended by the terms and conditions of this Agreement.

- B. Manager shall be provided annual vacation leave equal to twenty-one (21) workdays per calendar year, accrued from January 1, 2022. Upon hire, Manager will be provided a one-time additional 5 days vacation.
- C. City agrees to provide and ensure continuous coverage of health, dental, and vision disability and life insurance for Manager beginning January 1, 2022.
  - 1. City shall pay one hundred percent (100%) of health, dental and vision insurance premiums for Manager and his dependents.
  - 2. City shall pay one hundred percent (100%) of long-term disability premium for Manager.
  - 3. City shall pay one hundred percent (100%) of term life insurance policy premium for coverage equal to the Manager's annual salary.
- D. Manager shall be provided sick leave equal to twelve (12) workdays per calendar year accrued on date of employment and each anniversary date thereafter. Sick leave does not carry over year to year.
- E. City shall provide to Manager a vehicle allowance in the amount of Five Hundred Dollars (\$500.00) per month to purchase, maintain and insure said vehicle until and unless the City purchases a vehicle and furnishes for use by the City Manager in lieu of a vehicle allowance.

#### SECTION 5. RETIREMENT

- A. City shall make a contribution of twelve percent (12%) annually, of Manager's base salary, into Manager's established International City/County Management Association Retirement Corporation (ICMA-RC) Governmental Money Purchase Plan and Trust (401 [a] Plan, which after deposit by the City into the ICMA-RC plan can then be rolled over or transferred into another investment plan and/or money market, brokerage account, IRA (traditional etc.) at the sole investment discretion of the City Manager. City agrees to execute all necessary agreements provided by ICMA-RC within sixty (60) days of the date of employment to establish that plan for the City's contributions retroactive to the date of Manager's first pay period. Upon the date of employment Manager shall remain fully vested in the plan at one hundred percent (100%) ownership.
- B. In addition to the City's payment to the International City/County Management Association Retirement Corporation (ICMA-RC) Money Purchase (401 Plan referenced above), City agrees to execute all necessary agreements provided by ICMA-RC for Manager in the International City/County Management Association (ICMA) 457 Deferred Compensation Plan.

## SECTION 6. PROFESSIONAL DEVELOPMENT

Manager shall be a member in good standing of the International City Manager's Association (ICMA) and a member of the Florida City/County Management Association (FCCMA) at all times of employment. If Manager fails to maintain membership in the associations set forth above, City may terminate employment immediately, subject to the provisions of the City Charter and this Agreement. City shall budget and pay for professional dues, subscriptions and certifications necessary for Manager's continuation and membership in national, state and local associations and organizations, including the International City/County Management Association (ICMA) and Florida City/County Management Association (FCCMA). City hereby also agrees to budget and pay the registrations, travel and subsistence, Manager for professional and official travel, conferences and seminars, including one national and one state conference per year up to a total city contribution of Three Thousand Dollars (\$3,000.00) per year. Other training consistent with the City Manager position or certifications may be approved by the BOC upon request.

## SECTION 7. SUSPENSION TERMINATION SEVERANCE CONDITIONS

- A. **DISCIPLINARY DUE PROCESS HEARING.** The BOC may terminate this Agreement at any time for any reason, however, if terminated before the end of the term, a due process ("name clearing") hearing shall be placed on a BOC agenda and noticed to the public regarding any issue concerning the City Manager's continued employment, affording the City Manager notice and an opportunity to be heard. Specific procedures for suspension or termination set forth in Article V, Section 5.4 of the City Charter shall govern the procedures that the BOC may invoke to suspend, remove, or terminate Manager from office. If the Agreement is terminated, the Manager will be given sixty (60) days' notice.
- B. **TERMINATION.** In the event Manager is terminated during the term of this Agreement by a majority vote of the BOC, Manager is entitled to severance as follows:
1. Payment at the exit salary rate for value of all accrued annual vacation leave established and available at the time of termination.
  2. Other accrued eligible benefits up to the date of termination, payable at the exit salary rate, including twenty five percent (25%) of any accrued sick leave established and available at the time of termination.
  3. The City Commission may terminate this Agreement at any time for any reason. Upon termination by a majority vote of the BOC, severance pay will be determined as follows:

- a. If terminated For Cause, two (2) weeks' pay, however, severance pay shall be prohibited if the Manager is terminated for "misconduct" as defined in S 443.036(29), Fla. Stat.;
- b. If terminated without cause, an amount of fifteen (15) weeks of Manager's annual exit salary rate, paid biweekly as payroll or in multiple installments or in one lump sum payment, at the Managers discretion.

4. Definition of "For Cause." Nothing herein shall modify or diminish the authority of the BOC to terminate the Manager nor alter or change the indefinite nature of the Manager's term of employment as provided by Article V, Section 5.1 of the City Charter. "For Cause" will not be required for removal of the Manager. However, for purposes of determining whether the Manager will be entitled to severance pay only, "For Cause" shall include any act of fraud, dishonesty or conviction of any criminal act (except for minor traffic infractions) made unlawful under any state, federal or local law, or the failure to comply with any law relating to public records, public meetings, or disclosure (as determined by a court of jurisdiction or the Florida Commission on Ethics).

- C. The BOC authorizes and directs that payments made pursuant to the terms and conditions stated herein shall be made without further approvals being requested or required.
- D. Any City health, dental and vision, disability, and life insurance benefits, which are provided to Manager pursuant to this Agreement and the City's Personnel Rules and Regulations shall continue to be provided at the same terms and rates provided herein for the severance duration following termination.
- E. In the event of termination, City shall continue to make retirement contributions into Manager's established International City/County Management Association Retirement Corporation (ICMA-RC) Governmental Money Purchase Plan and Trust (401 (a) Plan as outlined in Section 5.A. of this Agreement for the 15-week severance duration.
- F. In the event Manager resigns following any formal action of the City Commission requesting that the City Manager resign (either for cause or without cause) from his employment with the City, then the Manager may at his option resign from his position and shall be deemed to be "terminated" (either with cause or without cause) within the meaning and context of the severance provisions of this Section.
- G. In the event Manager is terminated by Commission for conviction of a felony. the City shall have no obligation to pay the severance sums stipulated in Section 7.



## SECTION 8. RESIGNATION

In the event Manager voluntarily resigns his position with City, then Manager shall give the City sixty (60) days advance written notice, unless Commission requests and approves shorter notice. In the event of voluntary resignation, the City agrees to pay Manager all accrued and inured benefits, including vacation and twenty five percent (25%) sick leave.

## SECTION 9. PERFORMANCE EVALUATION

Each year, the BOC shall conduct a performance review of Manager during an agenda item posted at a noticed public meeting in advance of the adoption of the annual operating budget. The parties agree that performance evaluations for the purpose of mid-course corrections may occur at any time. The review and evaluation shall be in accordance with specific criteria developed jointly by Commission and Manager during an initial strategic planning and goal setting workshop, and at any such time thereafter as requested by the BOC.

## SECTION 10. MOVING AND RELOCATION EXPENSES

The City shall reimburse Manager for moving and relocation costs up to a maximum of Ten Thousand Dollars (\$10,000), provided Manager timely submits receipts for such costs.

## SECTION 11. OTHER TERMS AND CONDITIONS

- A. The City shall provide the Manager with a cellular telephone, laptop computer, or other technologies it deems necessary to complete his duties.
- B. In the event of Manager's death while serving in capacity of this Agreement, the City's obligations under this contract shall terminate except for transfer of balances in Manager's retirement accounts, deferred compensation accounts, insurance and all eligible accrued leave, salary, and other benefits, which shall be paid in accordance with this Agreement to his designated beneficiary(s).
- C. City shall maintain and pay for a blanket bond and liability insurance policy that protects the Manager from damages and liability on actions, errors or omissions occurring in the performance of his official job responsibilities and duties.
- D. The City will provide a temporary housing allocation to Manager of One Thousand Dollars (\$1,000.00) per month beginning January through March 2022 (3 months).
- E. The text herein shall constitute the entire Agreement between the parties.
- F. This Agreement has been negotiated and drafted by both City and Manager and shall not be more strictly construed against either party.


G. This Agreement may not be amended except by written Agreement by and between City and Manager.

H. If any provision, or any portion thereof, contained in this Agreement is held to be preempted by state statute or City Charter, unconstitutional, invalid, or unenforceable, that portion of the Agreement shall be deemed severable, and the remainder of this Agreement shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Madeira Beach City Commission has noticed, voted, and approved this Agreement and have caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and Manager has signed and executed this Agreement, both in duplicate, the effective day and year first written above.

THIS EMPLOYMENT AGREEMENT BY AND BETWEEN ROBIN GOMEZ AND THE CITY OF MADEIRA BEACH, FLORIDA IS HEREBY APPROVED BY:

  
MAYOR JOHN HENDRICKS  
CITY OF MADEIRA BEACH, FLORIDA

  
ROBIN GOMEZ

ATTESTED BY CITY CLERK:

  
CLARA VANBLARGAN

APPROVED AS TO LEGAL FORM:

  
CITY ATTORNEY

## FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement, made and entered into this 19th day of October, 2022, by and between the **CITY OF MADEIRA BEACH**, a municipal corporation, organized and existing under the laws of the State of Florida, hereinafter referred to as "City" and **ROBIN GOMEZ**, hereinafter referred to as "Manager," both of whom agree as follows:

### WITNESSETH:

**WHEREAS**, the City and Manager mutually negotiated and entered into that certain Employment Agreement dated December 6, 2021 ("Agreement"); and

**WHEREAS**, the City and Manager wish to extend the term of the Employment Agreement to December 19, 2024, and increase the annual salary of the Manager.

**NOW THEREFORE**, in consideration of the promises, mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other to amend the provisions of the Employment Agreement as follows:

1. That subparagraph A of Section 2 (Term and Effective Date) shall be amended to read as follows:

#### **SECTION 2. TERM AND EFFECTIVE DATE.**

- A. City and Manager agree to the exclusive employment of Manager. Manager's start date will be December 20, 2021. The term of this Agreement shall be for an initial period of three (3) years from December 20, 2021 through December 19, 2024. This Agreement may be amended, extended or terminated by the parties, in accordance with the provisions of this Agreement, unless terminated or resigned pursuant to Sections 2, 7 and 8, herein. If either party does not wish to renew this Agreement, they must give sixty (60) days written notice prior to the expiration of this Agreement.
2. That Section 3 (Salary) shall be amended to read as follows:

#### **SECTION 3. SALARY**

- A. City agrees to pay Manager an annual base salary of One Hundred Forty Thousand Dollars (\$140,000.00), payable in accordance with the City's payroll procedures starting October 1, 2022.
- B. In addition, City may increase the base salary and/or benefits of Manager in such amounts and to such extent as BOC may determine it is desirable to do so upon the basis of an annual review of Manager's salary. (See Section 9).

**IN WITNESS WHEREOF**, the City of Madeira Beach has caused this First Amendment to Employment Agreement to be signed and executed on its behalf by its Mayor and duly attested to by the City Clerk, and Manager has signed and executed this Agreement, both in duplicate, the effective day and year first written above.

**CITY OF MADEIRA BEACH**

**ATTEST:**

  
\_\_\_\_\_  
Clara VanBlargan, City Clerk

By:   
\_\_\_\_\_  
John B. Hendricks, Mayor

**APPROVED AS TO FORM:**

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

**CITY MANAGER:**

  
\_\_\_\_\_  
Robin Gomez



# MEMORANDUM

**Date:** May 22, 2024  
**To:** Board of Commissioners  
**From:** Robin I. Gomez, City Manager  
**Subject:** DISCUSS GULF BEACHES PUBLIC LIBRARY FY 25 BUDGET

**Background:**

BOC to review and discuss Gulf Beaches Public Library (GBPL) FY 25 budget. The GBPL comprises the five cities & towns of Treasure Island, Madeira Beach, Redington Beach, North Redington Beach, and Redington Shores, each contributing to the GBPL budget as well as one voting member on the GBPL board.

**Discussion:**

Gulf Beaches Public Library Total (annual) Budget:

FY 23	\$538,630		
FY 24	\$596,263		
<b>FY 25</b>	<b>\$621,023</b>	\$24,760	4.15% Increase-attributed to increases in salaries, utilities, building/grounds maintenance, library books, Ebooks & electronic content

Revenues from the 5 member cities/towns (MB, Treasure Island, Redington Bch, N Redington Bch, Redington Shores) in aggregate will contribute: \$396,723 ( see below calculations ). The Pinellas Public Library Cooperative (PPLCP) funding, notary services, and copy machine fees will add an additional \$224,300 in revenue.

Each of the 5 member cities/towns, pays a portion of the budget based on population data, as a percentage of the total 5 member cities/towns’ population:

**Population Stats:**

Madeira Beach 4,006  
 North Redington Beach 1,466  
 Redington Beach 1,369  
 Redington Shores 2,169  
 Treasure Island 6,543  
**Total 15,553**

**Percentages per City/Town:**

Madeira Beach: 4,006/15,553 =25.8%  
 North Redington Beach: 1,466/15,553 =9.4%  
 Redington Beach: 1,369/15,553 = 8.8%  
 Redington Shores: 2,169/15,553 = 14%  
 Treasure Island: 6,543/15,553 = 42%

**Calculation:**

Expenses Total: \$621,023.00 (From itemized budget sheet)

Minus revenue coming in: \$224,300. (PPLC and Copy Machine) is:

**\$621,023 - \$224,300. = \$396,723** (the proposed budget amount to be divided by towns)

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**Final Annual Dollar Amounts Due per City/Town:**

Treasure Island 42% of \$396,723 = **\$166,623.00**

Madeira Beach 25.8% of \$396,723 = **\$102,355.00**

Redington Shores 14% of \$396,723 = **\$55,541.00**

North Redington Beach 9.4% of \$396,723 = **\$37,292.00**

Redington Beach 8.8% of \$396,723 = **\$34,911.00**

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**Fiscal Impact:**

**City of Madeira Beach Gulf Beaches Library Contribution:**

<b>FY 22</b>	<b>\$76,359</b>		
<b>FY 23</b>	<b>\$68,034</b>	<b>(\$8,325)</b>	<b>10.9% Reduction</b>
<b>FY 24</b>	<b>\$93,240.75</b>	<b>\$25,206.75</b>	<b>37.1% INC</b>
<b>FY 25</b>	<b>\$102,355</b>	<b>\$9,114.25</b>	<b>9.77% INC</b>

### Gulf Beaches Public Library Budget 2024-2025 (with Comparison)

	Budget 2023-2024	Budget 2024-2025
<b>REVENUES</b>		
NOTARY	\$0	\$1,000
COPY MACHINE	\$3,300	\$3,300
PINELLAS PUB. LIB. CORP.	\$220,000	\$220,000
<b>EXPENSES</b>		
SALARIES AND WAGES w/ COLA	\$295,665	\$304,535
FICA	\$22,856	\$23,541
SEP	\$16,842	\$17,347
GROUP INSURANCE	\$31,765	\$31,765
WORKER'S COMPENSATION	\$900	\$900
SUTA, FUTA	\$85	\$85
PROFESSIONAL SERVICES	\$2,000	\$2,000
ACCOUNTING AND AUDITING	\$10,825	\$10,825
CONTRACTUAL SERVICE	\$8,825	\$8,825
DELIVERY/ILL BOOKS	\$800	\$800
TRAVEL AND TRAINING	\$6,000	\$2,000
TELEPHONE AND INTERNET	\$16,500	\$16,500
POSTAGE	\$400	\$400
UTILITIES	\$4,000	\$5,000
ELECTRICITY	\$12,000	\$12,000
RENTALS AND LEASES	\$4,500	\$4,500
GENERAL INSURANCE	\$35,000	\$35,000
BUILDING MAINTENANCE	\$8,500	\$18,500
GROUNDS MAINTENANCE	\$3,000	\$4,000
OTHER MAINTENANCE	\$3,000	\$3,000
OFFICE SUPPLIES	\$4,000	\$4,000
DEPARTMENTAL SUPPLIES	\$8,000	\$6,000
DUES AND SUBSCRIPTIONS	\$6,600	\$7,500
CAPITAL IMPROVEMENTS	\$10,000	\$10,000
LIBRARY BOOKS	\$35,000	\$40,000
LIBRARY REFERENCE SOURCES	\$9,000	\$7,000
LIBRARY AUDIOBOOKS	\$5,500	\$4,500
LIBRARY DVDS	\$8,500	\$8,500
LIBRARY SUBSCRIPTIONS	\$5,700	\$6,000
CONTINGENCY	\$3,000	\$3,000
EBOOKS AND ELECTRONIC CONTENT	\$15,000	\$20,000
COMMUNITY OUTREACH	\$2,500	\$3,000
<b>TOTAL EXPENSES</b>	<b>\$596,263</b>	<b>\$621,023</b>

## Gulf Beaches Public Library Budget 2024-2025

### Township Allocations

#### Population Stats:

Madeira Beach 4,006  
 North Redington Beach 1,466  
 Redington Beach 1,369  
 Redington Shores 2,169  
 Treasure Island 6,543  
**Total 15,553**

#### Percentages per City/Town:

Madeira Beach:  $4,006/15,553 = 25.8\%$   
 North Redington Beach:  $1,466/15,553 = 9.4\%$   
 Redington Beach:  $1,369/15,553 = 8.8\%$   
 Redington Shores:  $2,169/15,553 = 14\%$   
 Treasure Island:  $6,543/15,553 = 42\%$

#### Calculation:

Expenses Total: \$621,023.00 (From itemized budget sheet)  
 Minus revenue coming in: \$224,300. (PPLC and Copy Machine) is:  
**\$621,023 - \$224,300. = \$396,723** (the proposed budget amount to be divided by towns)

#### Final Annual Dollar Amounts Due per City/Town:

Treasure Island 42% of \$396,723 = **\$166,623.00**  
 Madeira Beach 25.8% of \$396,723 = **\$102,355.00**  
 Redington Shores 14% of \$396,723 = **\$55,541.00**  
 North Redington Beach 9.4% of \$396,723 = **\$37,292.00**  
 Redington Beach 8.8% of \$396,723 = **\$34,911.00**





## MEMORANDUM

TO: City Commission  
 FROM: Robin I. Gomez, City Manager  
 DATE: May 22, 2024  
 RE: Parking Hourly Rate Discussion

### Background

The parking department designs and implements parking policies, sets parking rates, enforces regulations, and optimizes parking infrastructure. Staff work towards balancing the demand for parking spaces and efficiently utilizing available resources. Moreover, the parking department strives to integrate technology and sustainable practices to enhance operational effectiveness and address modern-day parking challenges, contributing to a community's overall functionality and mobility in addition to raising revenue.

### Review/Discussion

Currently, the City manages and maintains 551 pay spaces that are available every day of the year (for varying times) at a cost of **\$3.00 per hour**. In FY 2023, the City collected nearly \$4.2 M in revenue (in the Parking and Archibald Park Funds), see attachment listing FY 15 – FY 24 annual revenue. The City also provides for enforcement of its parking revenue and over-all parking operation through a full-time equivalent staff of 4.0. Parking Enforcement expenditures for salaries, operations, and equipment totaled: FY 24 budget: \$612,139; FY 2023: \$463,369; FY 2022: \$420,400; FY 2021: \$341,572.

The City last increased the hourly parking rate from \$2.50 per hour to \$3.00 per hour effective December 2021. In early 2023, the City increased various parking fines for not paying/overtime parking from \$40 to \$60 and improper parking from \$80 to \$90.

Attached is a spreadsheet listing all the beach communities' including unincorporated Pinellas County's parking rates, locations, payment methods, hours of operations, etc; a few highlights:

1. Compared to the other Pinellas County beach cities and Unincorporated Pinellas County beaches, the City's \$3 hourly rate is not the lowest, which is \$2.50 (Indian Shores), is the same as most of Clearwater at \$3.00, and is not the highest of \$5.00 (Belleair Beach).

2. Our 2 most comparable cities in terms of spaces and visitors are Treasure Island with an hourly rate at \$3.75 (\$3 for City Community center lot) and St Pete Beach with an hourly rate of \$4 during the week and \$4.75 on weekends.
3. Redington Shores charges \$4.00 an hour.
4. The various County lots within the cities of St Pete Beach, Madeira Beach, Redington Shores, Indian Shores, and Indian Rocks Beach charge the City's going hourly rate.
5. Various Pinellas County parking lots: Fred Howard Park, Sand Key Park, and Ft De Soto Park charge a daily flat rate of \$5.00.
6. Honeymoon Island State Park (managed by the FL Department of Environmental Protection) charges a daily flat rate of \$8.00.
7. Indian Rocks Beach and Clearwater have areas (on-street and a few lots) that do not charge a parking fee.
8. All lots/parking areas are cashless, only allowing for an electronic payment via a meter/kiosk and/or an app (most use Park Mobile, some also use Flowbird); Redington Shores and Belleair Beach no longer utilize a meter/kiosk to accept payment.

Whatever rate the City decides to pursue, we will likely be moving to reduce over time (6 months to a year) the number of meters/kiosks to reduce costs.

We will similarly continue to research various innovations and enhanced technology for future consideration, including but not limited to:

1. Real time parking data (available spaces) via an app/website
2. Dynamic pricing – based on days/times/locations and or capacity measures
3. Holiday pricing (similar to St Pete Beach)

## **Attachments**

**City of Madeira Beach Parking Revenue, FY 15 – FY 24**

**City of MB Paid Parking Spaces Information**

**May 2024 City Parking Rates Comparison**

**Map of MB Parking lots**

**PARKING RATES - BEACH LOCATIONS**

CITY/TOWN	HOURLY/OTHER RATES			PAYMENT METHODS				NAME	# of PAY SPACES	ADDRESS	HOURS	PARKING TIME LIMIT	OTHER INFO
	MON - FRI	SAT, SUN, HOLIDAY	DAILY ONLY	SPECIAL EVENTS	SEPARATE HOLIDAY RATE	KIOSK - METER	APP						
1 BELLEAIR BEACH	\$5.00	\$10.00		None	NONE	YES	Pay by Plate	Morgan Park	27	2650 Gulf Blvd	6 am - 9 pm	3 hours	NO Kiosk/Meter-only pay via app
BELLEAIR BEACH	\$5.00	\$10.00			NONE	YES	Pay by Plate	Belleair Beach Municipal Marina	40-50	3907 Gulf Blvd	6 am - 11 pm	3 hours	E side of Gulf Blvd - spaces not lined, NO Kiosk/Meter-only pay via app
2 CLEARWATER	\$3.00	\$3.00		None	Many	YES	Pay by Plate	9 Lots	587	various	6 am - 11 pm	None	Park Mobile
CLEARWATER	\$3.50	\$3.50		None	Many	YES	Pay by Plate	On-street parallel & angled spaces	389	various	6 am - 11 pm	5 hours	
CLEARWATER	\$3.00	\$3.00		None	Many			Bch Marina - marina activities parking only	346	various	6 am - 11 pm	1/2 hr or permit	
PC-CLEARWATER <sup>1</sup>			\$5.00		7	YES	Pay by Plate	Pinellas County Beach Access-Sand Key Park	700+	1060 Gulf Blvd	7 am - sunset	All day	
CLEARWATER	\$3.00	\$3.00				YES	Pay by Plate	Sand Key Bayside Park Lot 68	40	951 Gulf Blvd	sunrise-sunset	All day	E side of Gulf Blvd - beach/sand on intracoastal side
CLEARWATER	\$3.00	\$3.00		none	1	YES	Pay by Plate	Sand Key Lot 67	27	1371 Gulf Blvd	7 am - 11 pm	All day	E side of Gulf Blvd-2 to 3 minute walk to sand
CLEARWATER	\$0.00	\$0.00	\$0.00	none	NONE	NO	NO	Bay Park on Sand Key	70	1551 Gulf Blvd	6 am - 11 pm	All day	E Side of Gulf Blvd - spaces not lined-5 minute walk to sand
3 FL-DUNEDIN <sup>2</sup>			\$8.00					FL - Honeymoon Island State Park	200+	1 Causeway Blvd		All day	Can Pre-pay online
4 INDIAN ROCKS BCH	\$0.00	\$0.00						18 free access points on side streets	150+	Central Ave to 27th St			all on W side of Gulf Blvd
PC-INDIAN ROCKS BCH <sup>1</sup>	\$2.50	\$2.50		none	2	YES	Pay by Plate			1700 Gulf Blvd			
5 INDIAN SHORES	\$2.50	\$2.50			1	NO	NO	Indian Shores Municipal Center	58	19305 Gulf Blvd	7 am - 5 pm		on East side of Gulf Blvd-close to beach access
PC-INDIAN SHORES <sup>1</sup>	\$2.50	\$2.50		none	1	NO	NO	Pinellas County Beach Access Tiki Gardens	158	19601 Gulf Blvd	24 hour	All day	on East side of Gulf Blvd-close to beach access
6 MADEIRA BEACH	\$3.00	\$3.00		\$25.00	12	YES	Pay by Plate	13 lots	440	various	6 am - 11 pm	All day	Park Mobile
MADEIRA BEACH	\$3.00	\$3.00		None				On-street angled spaces-Village Blvd	111	Village Blvd	6 am - 12 pm	All day	
PC-MADEIRA BEACH	\$3.00	\$3.00		None				Pinellas County Beach Access	100	14400 Gulf Blvd	6 am - 10 pm	All day	
7 REDINGTON SHORES	\$4.00	\$4.00				YES	Pay by Plate	Constitution Park	21	18216 Sunset Blvd	sunrise-sunset	All day	eliminated pay Kiosks/Meters-only pay via app
REDINGTON SHORES	\$4.00	\$4.00				YES	Pay by Plate	178th Ave Lot	20	17750 Gulf Blvd	7 am - 10pm		eliminated pay Kiosks/Meters-only pay via app
PC-REDINGTON SHORES <sup>1</sup>	\$4.00	\$4.00		None	NONE	YES	Pay by Plate	Pinellas County Beach Access	170	18200 Gulf Blvd	7 am - sunset	All day	eliminated pay Kiosks/Meters-only pay via app
8 PC-TARPON SPRINGS <sup>1</sup>			\$5.00			YES		Pinellas County - Fred Howard Park				All day	
9 TREASURE ISLAND	\$3.75	\$3.75			Many	YES		21 lots/areas	466				
TREASURE ISLAND	\$3.00	\$3.00						City Community Center Lot	104				
10 ST PETE BEACH	\$4.00	\$4.75		\$25.00	Many	YES	Pay by Plate	Various streets	450+				
ST PETE BEACH	\$4.00	\$4.75			Many	YES	Pay by Plate	County Beach Access Park	223				Info and rates listed on City website
11 PINELLAS COUNTY-Unincorp			\$5.00		Many	YES	Pay by Plate	Pinellas County - Fort De Soto	at least a thousand			All day	

NOTES:

<sup>1</sup>PC = Pinellas County Park/Lot - County managed including enforcement

<sup>2</sup>FL = Florida State Park - managed by the FL Department of Environmental Protection

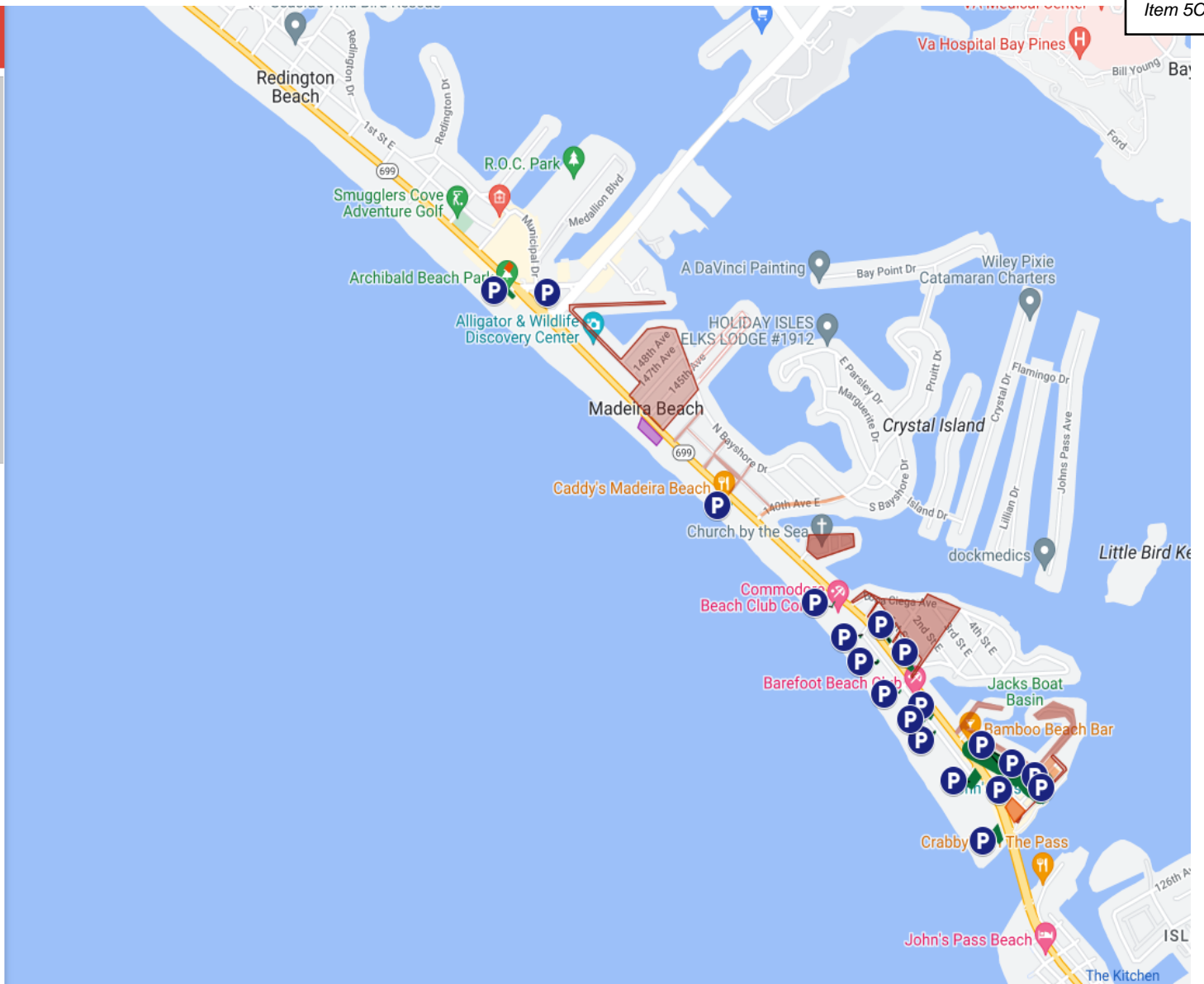
Privately owned parcels used as parking spaces/lots charge varying hourly rates ranging from a low of \$4/hr to a high of \$11/hr, as well as daily rates from a low of \$20 to a high of \$35

# Visitor Map

Jamal Yahia  
4,624 views  
Published on April 23  
[SHARE](#)

## Untitled layer

- MADEIRA BEACH ARCHIBALD PARKING LO...
- TOM AND KITTY STUART BEACH PARKING ...
- 136 AVE W PARKING LOT DETAILS: OVERNI...
- 135TH AVE W PARKING LOT DETAILS: OVER...
- 134 AVE E: OVERNIGHT PARKING IS PERMI...
- 134TH AVE W: OVERNIGHT PARKING IS PE...
- JOHNS PASS ON-STREET PARKING DETAIL...
- JOHNS PASS PARKING LOT DETAILS: OVER...
- JOHNS PASS ON-STREET PARKING DETAIL...
- JOHNS PASS VILLAGE ON-STREET PARKIN...
- JOHNS PASS PARK PARKING LOT DETAILS: ...
- 130TH AVE W DETAILS: OVERNIGHT PARKI...
- 131ST W PARKING DETAILS: OVERNIGHT P...
- 132ND PARKING LOT DETAILS: OVERNIGH...
- 132ND AVE W PARKING LOT DETAILS: OVE...
- 133RD AVE W: OVERNIGHT PARKING IS PE...
- 133RD AVE E PARKING LOT DETAILS: OVER...
- FL PARKING (NOT MADEIRA BEACH CITY P...
- MADEIRA BEACH PARKING GARAGE (NOT A...
- MADEIRA BEACH CITY PAID PARKING JOH...
- MADEIRA BEACH CITY PAID PARKING JOH...



## PARKING REVENUE 2015 – 2024

Year	Parking Meter	Parking Fines	Parking Permits	Annual Totals	Year to Year Change
Fy 2015	1,473,532.25	143,768.00	18,045.00	1,635,345.25	14.00%
Fy 2016	1,942,163.13	147,576.00	18,400.00	2,108,139.13	29.00%
Fy 2017	1,901,209.18	149,102.87	21,849.00	2,072,161.05	-2.00%
Fy 2018	1,964,835.74	83,007.50	25,729.93	2,073,573.17	0.00%
Fy 2019	2,100,154.52	116,720.00	28,101.00	2,244,975.52	8.00%
Fy 2020	2,112,211.40	78,688.00	37,665.08	2,228,564.48	-1.00%
Fy 2021	2,666,238.73	36,739.00	63,110.84	2,766,088.57	24.00%
Fy 2022	3,324,152.93	173,424.00	35,505.35	3,533,082.28	28.00%
Fy 2023	3,497,162.80	625,205.10	17,773.82	4,140,141.72	17.00%
Fy 2024	3,147,446.52	468,903.83	35,000.00	3,651,350.35	-12.00%

- NOTES:**
1. FY 2024 revenue estimated through end of year applying actuals from Oct to Apr, 11% average decrease in parking meter, 32% decrease in parking fines.
  2. FY 2024 Revenue budgets: \$3.9 M in Parking Fund and \$650 K in Archibald Park Fund
  2. Parking rate increased from \$2.50/hr to \$3.00/hr effective December 2021.
  3. Parking fines increased to \$60.00 (from \$40) overtime and \$90.00 (from \$80.00) improper parking in 2023.

# CITY OF MADEIRA BEACH PAID PARKING SPACES INFORMATION

Name	Address	Parking Kiosks	ParkMobile Zones	Paid Parking Spaces
1 Archibald Beach Park	15100 Gulf Blvd	4	110093	127
2 Tom and Kitty Stuart Park	14080 Gulf Blvd	1	110101	10
3 136th Ave W	136th Ave W	1	110100	8
4 135th Ave W	135th Ave W	0	110104	6
5 134th Ave W	134th Ave W	0	110099	8
6 134th Ave E	134th Ave E	0	110098	7
7 133rd Ave W	133rd Ave W	0	110097	2
8 133rd Ave E	133rd Ave E	0	110096	12
9 132nd Ave W	132nd Ave W	1	110095	26
10 131st Ave W	131st Ave W	0	110094	2
11 130th Ave W	130th Ave W	2	110105	76
12 John's Pass Park	12850 Gulf Ln	3	110092	104
13 John's Pass Village, on-street	Village Blvd	9	110090	111
14 JPV-Surface Lot	12945 Village Blvd	2	110091	52
<b>Total</b>	<b>14</b>	<b>23</b>		<b>551</b>

13 lots, plus 1 on-street area

6 spare meters

**Special Events Only**

City Hall	300 Municipal Dr, Madeira Beach, FL 33708	0	110102	62
Rex Pl	Recreation, 200 Rex Pl, Madeira Beach, FL 3370	0	110102	78
Gulf Beaches Public Library	200 Municipal Dr, Madeira Beach, FL 33708	0	110107	33

# MEMORANDUM



**TO:** Mayor and Board of Commissioners

**FROM:** Robin I. Gomez, City Manager

**DATE:** May 22, 2024

**RE:** **RFP 2024-01 – HR, Classification, & Compensation Plans Study**

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## Background

The City of Madeira Beach last performed a comprehensive employee job classifications and compensation study in 2019. On January 12, 2024, the City issued the enclosed Request for Proposals (RFP) # 2024-01 to receive responses from qualified firms/companies capable of providing a Human Resources, Classification, and Compensation Plans Study. The City's Civil Service Commission (CSC) members would like to provide their input on this agenda item.

## Review/Discuss

Staff issued the RFP on Friday, January 12, 2024, with responses due on Friday, February 9, 2024. The City advertised the RFP on its City website, and via the online Demandstar site. We received five (8) responses:

1. AutoSolve, Inc
2. Bolton Partners, Inc
3. Cody & Associates, Inc
4. Evergreen Solutions, LLC
5. Gallagher Benefit Services, Inc
6. Gehring Group
7. Paypoint HR, LLC
8. Pontifex Consulting Group, LLC

Four (4) City staff, Clint Belck, Fire Chief; Clara VanBlargan, City Clerk; Megan Powers, Assistant to the City Manager, and myself, met on February 20 and February 21, 2024, to review the five (8) responses against the below scope of services and scoring/evaluation criteria:

The study shall evaluate the present salary structure as compared to the specific job market for comparable positions in the public sectors. The consultant shall perform or provide the following:

- a) Review and evaluate Human Resources/Personnel processes relative to all City job classifications and compensation.
- b) Review and evaluate all current job classifications to ensure compliance with federal, state, and local laws and regulations including the Fair Labor Standards Act, exempt/non-exempt classifications, and all other applicable personnel provisions.

- c) Review all current job classifications, confirm, and recommend changes to hierarchical order of jobs using your evaluation system.
- d) Establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions as required (prefer to assess duplicate benchmarks – both municipalities as well as local employers).
- e) Identify potential pay compression issues and provide potential solutions.
- f) Analyze and recommend changes to the present compensation matrix and/or structure to meet the market analysis. This recommendation may include recommendations for individual positions as well.
  - Qualifications, staffing, reputation
  - Understanding of the scope of services/work
  - Demonstrated ability to meet requirements
  - Experience and expertise
  - Client/end user satisfaction
  - Quality Assurance Control Program/Policy

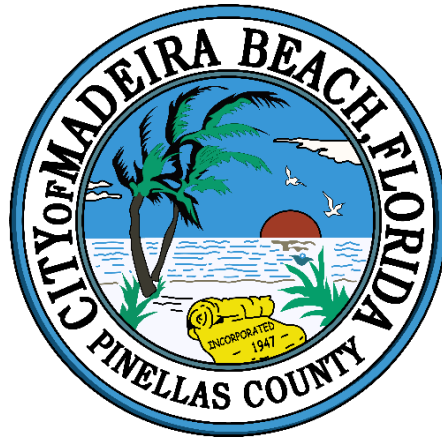
The eight (8) responses were also reviewed by the City's Civil Service Commission on March 7 and April 9, 2024; and with City staff input recommended the firm Ghering Group to recommend to the City Commission to perform the study. City staff is recommending to the City Commission that staff begin negotiating an agreement with the Ghering Group to bring back to the Commission for their approval at the June 12, 2024, Commission Meeting.

Enclosed is the Ghering Group's proposal. The other seven (7) proposals are available in the City Manager's office and will be placed on the City's internet site.

### **Fiscal Impact**

FY 24 budget for the study is \$50,000. City staff will negotiate with the Ghering Group that provided a study cost totaling: \$37,640.00





## **Request for Proposal #2024-01**

HR, Classification, and Compensation Plans Study

Proposals due by Friday, February 9, 2023

At 3:00 pm

M a d e i r a B e a c h

C i t y H a l l

300 Municipal Drive

Madeira Beach, FL 33708

**CONTACT:**

Robin I. Gomez, City Manager

Phone: 727-580-8014

Email: [rgomez@madeirabeachfl.gov](mailto:rgomez@madeirabeachfl.gov)

## REQUEST FOR PROPOSAL / INTRODUCTION

The City of Madeira Beach is seeking proposals from qualified consultants to conduct a comprehensive HR (human resources), classification, and compensation study and analysis.

Qualified firms must have a minimum of five (5) years of public sector experience.

The City of Madeira Beach reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of Madeira Beach.

Firms/vendors are required to submit written proposals that present the vendor's qualifications and understanding of the work to be performed. The firm's/vendor's proposal should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the specifications listed herein.

The proposal must be submitted via mail or email no later than 3:00 pm, Friday, February 9, 2024, contact below:

City of Madeira Beach  
 Attn: Robin I. Gomez  
 Re: RFP 24-01 HR, Classification, and Compensation Plans Study  
 300 Municipal Drive Madeira Beach, FL 33708  
 or [rgomez@madeirabeachfl.gov](mailto:rgomez@madeirabeachfl.gov)

**NOTIFICATION:** The City utilizes the following methods for notification and distribution of solicitation opportunities:

- City of Madeira Beach website [www.madeirabeachfl.gov](http://www.madeirabeachfl.gov)
- Demand Star

## INDEMNIFICATION AND INSURANCE

The City shall be held harmless for all claims, liability, losses, and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to negligent acts, error or omissions or Respondent employees and/or agents.

The Respondent agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered the City's exclusive remedy.

In the event the completion of a project awarded pursuant to this RFP (to include the work of others) is delayed or suspended because of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from all increased expenses resulting from such delay. It is agreed by the parties hereto that the Respondent/Vendor has received specific consideration under the agreement for this hold harmless/indemnification provision.

**Subcontractors:** Proposer shall require and verify all subcontractors maintain insurance, including workers' compensation insurance, subject to all the requirements stated herein prior to beginning work.

## **ASSURANCES**

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City will apply.

## **DEVIATIONS FROM SPECIFICATIONS**

Respondents shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the city.

## **NO COLLUSION**

By offering a submission to this request, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

## **TERMINATION**

The resulting contract may be canceled by the City when:

- a. 30-days for cause
- b. 90-days without cause

## **SUBMITTAL WITHDRAWAL**

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal.
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would create severe hardship upon the respondent.
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent.
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal.
- e. The respondent submits documentation and an explanation of how the error was made.

## **TAXES, FEES, CODES, LICENSING**

The awarded firm shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The awarded firm shall also be responsible for compliance with all applicable codes, laws, and regulations.

## **PUBLIC RECORDS**

Contractor acknowledges that it is acting on behalf of a public agency; this Agreement is subject to the provisions of §119.0701, Florida Statutes, and; that Contractor must comply with the public records laws of the State of Florida. Contractor shall:

- (1) Keep and maintain public records required by the public agency to perform the service.
- (2) Upon request from the public agency's custodian of public records, the Contractor shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.
- (3) The Contractor shall ensure that public records that are exempt or confidential and, therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
- (4) The Contractor shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and, therefore, exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (5) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request. The Contractor must provide the records to the public agency or allow the records to be inspected, copied, or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.
- (6) If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

- (7) A Contractor who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.
- (8) If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
- a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time, and.
  - b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
  - c. The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed in this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (9) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.
- (10) If the Contractor Has Questions Regarding the Application of Chapter 119, Florida Statutes, To The Contractor's Duty To Provide Public Records Relating To This Contract, Contact The Custodian Of Public Records At:

City of Madeira Beach, Attn: City Clerk  
 Madeira Beach, FL 33708  
 727-391-9951, Ext. 231 or [cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov)

## PART A

**ADDENDA:** Any interpretations, corrections, or changes to this REQUEST FOR PROPOSAL will be made by addenda. Sole issuing authority shall be vested in the City of Madeira Beach's City Manager's Office. Addenda will be posted and available through the City notification methods shown above.

**SUBMISSION:** Firms responding must submit one (1) electronic copy (USB-PDF format) and five (5) copies. Proposals must be received on or before the Due Date and Time (local time) listed in the below RFP Submittal Date and Time at the City Hall Lobby reception desk located at 300 Municipal Dr., Madeira Beach, Florida, 33708 or via email to [rgomez@madeirabeachfl.gov](mailto:rgomez@madeirabeachfl.gov). Proposals must be clearly marked "**RFP 24-01 HR, Classification, and Compensation Plans Study,**"

**LATE PROPOSALS:** Proposals received at the City of Madeira Beach City Hall after the Due Date and Time

shall be considered non-responsive. It is the sole responsibility of Proposer to ensure its Proposal is received by the City by the Due Date and Time. The City is not responsible for the lateness due to weather conditions, delivery service, or any other reasons.

**PROPOSAL OPENINGS:** All Proposals submitted before the Due Date and Time shall be publicly opened by the City Manager at the City Hall Building, located at 300 Municipal Dr. Madeira Beach, FL on the day and time indicated.

**SCHEDULE:** A summary schedule of the major activities associated with this solicitation is presented below. The City, at its sole discretion, may modify this schedule as the City deems appropriate.

ACTIVITY	DATE
Advertisement for Proposal & RFP Issued	Friday, January 12, 2024, 10 am
Questions Due	Friday, January 26, 2024, 2 pm
RFP Submittal Date and Time	Friday, February 9, 2024, no later than 3:00 pm
Evaluation Committee Review*	Tue, February 20, 2024 – Wed, February 21, 2024, time TBD
Selection/Recommendation to Civil Service Commission for Review*	Thursday, March 7, 4:00 pm
Selection/Recommendation to City Commission for Review*	Wed, March 13, 6:00 pm
Commission to award contract*	Wed, April. 10, 6:00 pm

\*Tentative and subject to change

**MEETING LOCATIONS:**

- **City Hall** - located at 300 Municipal Dr. Madeira Beach, FL 33708
- **POINT OF CONTACT:** For information concerning procedures for responding to this Request for Proposal, contact the City Manager via email at [rgomez@madeirabeachfl.gov](mailto:rgomez@madeirabeachfl.gov). Such contact shall be for clarification purposes only.

**QUESTIONS:** Each Proposer must examine this proposal, which incorporates all its addenda, instructions, special conditions, and attachments to determine if the requirements are clearly stated. All questions concerning this proposal, such as discrepancies, omissions and exceptions to any term or condition of the REQUEST FOR PROPOSAL documents, including the Sample Agreement, should be submitted in writing. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the schedule.

## **EVALUATION AND SELECTION OF CONSULTANT**

A City review team will evaluate each firm's submission based upon the criteria stated in this Request for Proposal and the ability to execute the services. The top firms *may* be invited to make oral presentations of their proposals to the evaluation team. Following the evaluation process, the team will then select the firms that the city considers most qualified. The successful Firm(s) will be requested to enter negotiations to produce a contract for this assignment. The City reserves the right to negotiate modifications to Statements of Qualifications that it deems acceptable. The City reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient.

Pursuant to Florida Statutes § 287.05701(3), prospective Proposers are notified that the City will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor will it give preference to a vendor based on the vendor's social, political, or ideological interests.

Firms will be evaluated in accordance with the weighted criteria listed below. All criteria will be graded on a 1-5 scale, with 1 being the lowest score possible and 5 being the highest score. Criteria may also be weighted based upon each individual reviewer's determination of level of importance. Criteria will be weighted on a 1-10 scale, with 1 being not as important and 10 being the most important criteria.

### **Selection Criteria are as follows:**

- Qualifications, staffing, reputation
- Understanding of the scope of services/work
- Demonstrated ability to meet requirements
- Experience and expertise
- Client/end user satisfaction
- Quality Assurance Control Program/Policy

Once the Evaluation Committee has reviewed all Proposals it will rank them in order of preference and will provide its recommendations to the City Manager for presentation to the Civil Service. If the Manager concurs with the rankings, then the Manager will, either directly or through a designee, negotiate final terms and conditions, including a project schedule and project budget. The successful Proposer will be required to execute a contract with the City containing such terms and conditions as the Proposer and Manager negotiate. Once the Proposer executes the agreement, the City will approve the agreement in the manner set forth in § 2-193 of the City Code.

## **PART B:**

### **PURPOSE:**

The City of MADEIRA BEACH is seeking proposals from qualified consultants to conduct a comprehensive HR, classification, and compensation plans study and analysis.

The City employs full-time employees in unique job classifications. The City of MADEIRA BEACH operates under a Council/Manager form of government.

### **BACKGROUND:**

The City employs full-time and part-time employees in unique job classifications. The City of Madeira Beach operates under a Council/Manager form of government.

### **SCOPE OF SERVICES:**

The study shall evaluate the present salary structure as compared to the specific job market for comparable positions in the public sectors. The consultant shall perform or provide the following:

- a) Review and evaluate Human Resources/Personnel processes relative to all City job classifications and compensation.
- b) Review and evaluate all current job classifications to ensure compliance with federal, state, and local laws and regulations including the Fair Labor Standards Act, exempt/non-exempt classifications, and all other applicable personnel provisions.
- c) Review all current job classifications, confirm, and recommend changes to hierarchical order of jobs using your evaluation system.
- d) Establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions as required (prefer to assess duplicate benchmarks – both municipalities as well as local employers).
- e) Identify potential pay compression issues and provide potential solutions.
- f) Analyze and recommend changes to the present compensation matrix and/or structure to meet the market analysis. This recommendation may include recommendations for individual positions as well.

### **CITY RESOURCES**

The City will provide copies of all pay ranges, job classifications, previous studies and any other available in-house information requested by the selected consultant that may be required to complete the study.

### **COST PROPOSAL**

This request for information does not, under any circumstance, commit the City to pay any costs incurred by any proposer in the submission of qualifications. The proposer is responsible for all costs associated with response to this request.



**PART C:****PROPOSAL RESPONSE REQUIREMENTS**

1. *The total number of pages in the proposal shall not exceed 15 pages.*
2. Prepare a brief introduction including a general demonstration of understanding of the scope and complexity of the required work as well as:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

1. **Introduction** – On a cover sheet to the proposal, provide the official name, address, phone number and fax number of the applicant, as well as the name of the principal contact person and the name of the person authorized to execute the contract.
2. **Experience and Qualifications** –
  - a. A brief description of the experiences and qualifications.
  - b. Listing and bios of proposed staff member(s) who will be performing the services.
  - c. A brief description of the organization.
  - d. A list of cities for which the consultant has conducted the comprehensive classification and compensation studies (within the past five years).
  - e. A list of three recent client references, including telephone numbers, email addresses, and addresses.
3. **Approach/Methods Used to perform the Project** – Detailed description of the services and methods by which the work set forth in the RFP will be performed. The description shall include the following items:
  - a. Proposer’s understanding of the services to be provided.
  - b. Complete methodology to be used in determining benchmark positions, other cities and counties to include in the survey, and determining salary ranges.
  - c. Description of the system you utilize to determine internal equity.
  - d. Description/philosophy in determining market rates and how that relates to individual classification and what connection that might be to the pay table. Also, provide a description on how you determine minimums and maximums on the pay table.
  - e. Estimated time the project will take from beginning to completion date.
4. **Cost Proposal** – This section should contain a complete breakdown of all costs relating to the content of the proposal, including the maximized total cost, as well as an itemized breakdown of the compensation required to accomplish the full performance of all tasks outlined in the proposal. Upon selection, it is expected that the consultant will make a minimum of 2 visits to

City of Madeira Beach

**RFP 24-01**

the City. One to kick off the project to include meetings with staff to discuss issues and a meeting to present findings to the Civil Service Commission, the Board of Commissioners, the City Manager, and select staff.

- 5. **Materials to Submit** – Interested firms must submit eight copies of their proposal and one copy (USB – PDF Format). All bid proposals must be submitted in person or by mail to the Attention of the City Manager no later than Friday, February 9, 2024, at 3:00 p.m., at which time the sealed bid proposals will be opened in a public meeting for that purpose. ALL bid proposals must be clearly marked “SEALED” outside the package. The address to submit the seal bid proposals:

City of Madeira Beach  
 Attention: Robin I. Gomez, City Manager  
 300 Municipal Drive  
 Madeira Beach, FL 33777

- 6. **Review Process** – The City of MADEIRA BEACH reserves the right to reject any or all submittals. The City may request one or more firms to provide a detailed proposal.

7. **References:**

(A) Name of Entity: \_\_\_\_\_  
 Nature of Services Provided: \_\_\_\_\_  
 \_\_\_\_\_

Contact Name: \_\_\_\_\_  
 Contact Phone Number: \_\_\_\_\_

(B) Name of Entity: \_\_\_\_\_  
 Nature of Services Provided: \_\_\_\_\_  
 \_\_\_\_\_

Contact Name: \_\_\_\_\_  
 Contact Phone Number: \_\_\_\_\_

(C) Name of Entity: \_\_\_\_\_  
 Nature of Services Provided: \_\_\_\_\_  
 \_\_\_\_\_

Contact Name: \_\_\_\_\_  
 Contact Phone Number: \_\_\_\_\_

**COMPLIANCE WITH ALL APPLICABLE LAWS**

Respondents shall comply with all applicable local, state, and federal laws and codes.

**ATTACHMENTS**

**Drug Free Workplace Certification** CONSULTANT shall include a signed and completed Drug Free Workplace Certification, attached hereto as Exhibit B.

**DRUG FREE WORKPLACE CERTIFICATION.**

**SWORN STATEMENT ON DRUG FREE WORKPLACES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Madeira Beach by \_\_\_\_\_

[print individual's name and title]

\_\_\_\_\_ for \_\_\_\_\_

[print name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it will provide a drug free workplace by:

Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the workplace.
- (ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and

City of Madeira Beach

**RFP 24-01**

- (iv) the penalties that may be imposed upon employees for drug abuse violations.
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).
- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
  - (i) abide by the terms of the statement; and
  - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
- (4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections
  - (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace as required by subsection 3-101(7)(B).

**Signatory Requirement.** In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_

**NOTARY PUBLIC**

STATE OF FLORIDA

CITY OF \_\_\_\_\_

Sworn to and subscribed before me this day of \_\_\_\_\_, 2024.

by \_\_\_\_\_ who

is personally known to me OR Produced identification

\_\_\_\_\_ [type of

identification] My commission expires \_\_\_\_\_

Notary Public Signature  
[Print, type or stamp Commissioned name of Notary Public]

Requests for Additional Information

Questions or requests for additional information should be directed to the City Manager, Robin Gomez at [rgomez@madeirabeachfl.gov](mailto:rgomez@madeirabeachfl.gov).

Signature of Proposer’s Agent

Title

\_\_\_\_\_

Printed Name

Date

\_\_\_\_\_



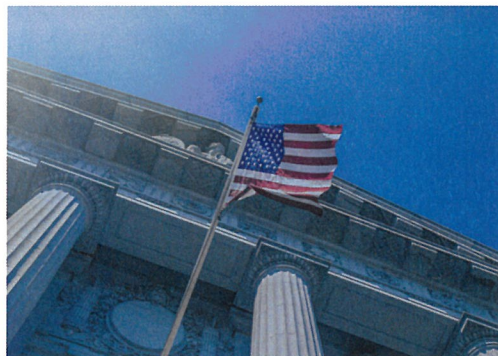
## CITY OF MADEIRA BEACH

HR, CLASSIFICATION & COMPENSATION PLANS STUDY  
RFP NO. 2024-01

Due Date: Friday, February 9, 2024 at 3:00 p.m.

**Proposal Contact:** Cindy Thompson, V.P. of Operations  
**Tel:** (800) 244-3696 or (561) 626-6797 | **Fax:** (561) 626-6970  
**Contact Email:** cindy.thompson@gehringgroup.com  
**Address:** 3500 Kyoto Gardens Dr., Palm Beach Gardens, FL 33410  
**Binding Authority:** Kurt N. Gehring, Managing Director

Supporting the public sector our communities rely on.





Corporate Headquarters  
3500 Kyoto Gardens Dr  
Palm Beach Gardens, FL 33410

561.626.6797 office  
800.244.3696 toll free  
561.626.6970 fax

February 7, 2024

City of Madeira Beach  
Attn.: Robin I. Gomez  
300 Municipal Drive  
Maderia Beach, FL 33708

**Re: RFP #24-01 HR, Classification, and Compensation Plans Study**

Dear Evaluation Committee Member:

Gehring Group, a Risk Strategies Company (Tax ID: 16-1689464), is pleased to provide this proposal in response to the City of Madeira Beach's RFP #24-01 for HR, Classification, and Compensation Study Plans. Through our extensive experience over the past 30 years serving as public sector consultant/broker for over 130 Florida public sector entities, we are confident that our firm will offer hands-on public sector experience, and an unparalleled service standard with our ongoing goal of not merely meeting the City of Madeira Beach's needs but exceeding its expectations.

Gehring Group has grown to become one of the most respected employee benefits, risk management, and human capital consulting agencies in Florida. As in typical Gehring Group fashion, every service we offer has been inspired by client feedback. Our team at Gehring Group averages over 15 years of industry experience, and our Human Capital consulting team has more than 50 years of experience in human resources leadership and consulting experience with an emphasis in the public sector, working with various full-service towns and cities throughout Florida. Upon becoming a division of RSC Insurance Brokerage, Inc. (d/b/a Risk Strategies Company) on January 1, 2022, Gehring Group now has even more to offer. RSC has over 5,000 valued team members, in-house legal, human capital management, data analytics, and other consulting resources available. We are industry leaders, ranking in the top three in the country in various specialties and have a robust offering in human resources consulting, employee benefits and property and casualty broker services.

As part of the Risk Strategies family, Gehring Group continues our public sector focus, currently serving over 130 public sector clients in Florida, including county and municipal governments, special taxing districts, county constitutional offices, aviation authorities, colleges, public utilities, and school boards. Additionally, our team works with entities near the City of Madeira Beach such as Pinellas County Sheriff, Pinellas County Transit Authority, Pinellas County Housing Authority, Clearwater, Dunedin, and Treasure Island, which provides us with the advantage of knowing the local market and the challenges of hiring and retaining talent both in the local area and other agencies throughout the state of Florida. Gehring Group is unique in our qualifications to be your consultant for the compensation study for several notable reasons:

1. **Public sector is our only industry specialty** which will allow the City to leverage our extensive knowledge and understanding of your unique needs. Gehring Group's proposed team has extensive prior human capital experience working directly for the public sector at municipal governments, fire districts, sheriff's office, school boards, colleges, and county constitutional levels. Therefore, our team understands your environment and culture.

- 2. **Extensive hands-on knowledge of public sector employment practices.** The team dedicated to this project has conducted comprehensive job classification, compensation, and benefits studies as human resources professionals working directly for public sector entities. This includes FLSA wage and hour position compliance, developing job descriptions and career pathing, gender equity audits and policy development relating to hiring, promotions, demotions, transfers etc. The team also has extensive experience in administering all aspects of total rewards programs, including compensation, employee benefits and wellness.
- 3. **Consulting Software Tools** for job analysis, compensation data gathering, and a proprietary system for benefit comparisons, which allows the Gehring Group to provide creative solutions within our final products.

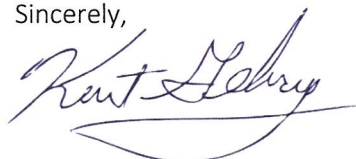
Gehring Group, a Risk Strategies Company, will ensure that the final proposal aligns with The City of Madeira Beach’s philosophy regarding equitable pay, is compliant, continues to attract applicants to join the organization, and motivates and rewards employees to continue their employment by being competitive in the market. Due to our public sector expertise, we realize that a “one-size-fits-all” strategy regarding compensation and benefits does not work. Our human capital consulting team understands the uniqueness of the public sector as it has worked directly for public sector employers prior to joining the Gehring Group. The team has hands-on experience and knowledge of operations and staffing including cities, counties, police and fire, county constitutional environments, colleges, and school boards. We have a comprehensive understanding of compensation and benefits best practices utilized to recruit and retain talent. This gives us the ability to provide multiple solutions and cost options. **The Proposer hereby acknowledges receipt of Addendum #1 to the RFP dated January 29, 2024.**

The individual that is authorized to bind the Proposer is Kurt Gehring, Managing Director, who is located at Proposer’s local office, 3500 Kyoto Gardens Drive, Palm Beach Gardens, FL 33410, and whose telephone number is (561) 626-6797 | (800) 244-3696. Mr. Gehring can also be reached via email at the email address below.

Proposal Contact:	Cindy Thompson, VP - Operations	<a href="mailto:cindy.thompson@gehringgroup.com">cindy.thompson@gehringgroup.com</a>
Project Manager:	John Muller, Director of Growth	<a href="mailto:john.muller@gehringgroup.com">john.muller@gehringgroup.com</a>
Executive Staff:	Kurt Gehring, Managing Director	<a href="mailto:kurt.gehring@gehringgroup.com">kurt.gehring@gehringgroup.com</a>

In summary, Gehring Group makes a positive commitment to perform the services outlined in the City of Madeira Beach’s RFP. Gehring Group’s approach to the business, coupled with our extensive public sector experience, familiarity with applicable regulations, relevant market relationships, and enthusiasm make us the consultant of choice. We thank the members of the selection committee in advance for the review of our comprehensive response and stand ready to provide any additional clarification upon review of this proposal’s contents.

Sincerely,



Kurt N. Gehring, Managing Director & National Practice Leader – Public Entities  
Gehring Group, a Risk Strategies Company



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## **Tab 1: Experience, Qualifications, & References**

- a. A brief description of the experiences and qualifications.
- b. Listing and bios of professional staff member(s) who will be performing the services.
- c. A brief description of the organization.
- d. A list of cities for which the consultant has conducted the comprehensive classification and compensation studies (within the past five years).
- e. A list of three recent client references, including telephone numbers, email addresses, and addresses.

### **About Gehring Group, A Risk Strategies Company**

Gehring's Human Capital consulting practice is made up of public sector HR leaders that have worked for over 50 years with and for Florida public sector organizations. The Team has vast knowledge and experience in many areas including but not limited to:

- Classification and compensation programs
- Benefits Analysis
- Job Description redesign, including all legally required aspects of all job descriptions
- Recruitment and Retention
- Career path development and implementation
- Benchmarking surveys and research
- Policy Development and Implementation
- Total Reward Strategy
- Organizational performance and design
- Performance management and incentive compensation

In addition, members of the proposed service team have experience working extensively on compensation, classification, and benefits analysis projects of public entities including city and county governments, special taxing districts, county constitutional offices, aviation authorities, public utilities, colleges, and school boards. We have the knowledge necessary to recruit and retain employees in the public sector by creating plans that attract the right talent, and we can address the specific challenges faced by public institutions. We collaborate with our clients to fully understand their needs and align our services to meet the scope of each project.

Detailed below we have included the specific relevant experience of the team in direct relation to understanding and analyzing compensation and classification programs for public sector positions as well as bargaining units and management positions. The following includes examples of specific positions that the Gehring Group team have extensive knowledge:

- Management Level Positions Specific to City/County Operations
- Supervisor/ Manager/Department Director at all levels
- Administrative positions at all levels
- Professional office positions such as IT, Human Resources, Risk Management, Finance & Accounting
- Marketing, Public information, and Events positions
- Purchasing/Buyers
- Storekeepers/Inventory/Asset Technicians
- Parks & Grounds Maintenance positions, including Cemetery Operations

- Fleet Maintenance
- Engineers
- Electronics Technician
- Law Enforcement (Sworn) officers/Detention Deputies
- Non-Sworn public safety positions
- Utility Service Workers/ Plant Operators
- Building Officials/ Code Enforcement/Permitting and Field Inspection Representatives
- Equipment Operators, including Solid Waste & Streets

We are confident that our team members' experience working for public sector agencies over the past 50+ years will certainly prove advantageous to The City of Madeira Beach.

### Public Sector Experience

<b>Gehring Group Public Sector Clients</b>	
Apopka, City of	Marco Island, City of
Atlantis, City of	Margate, City of
Boca Raton, City of	Martin County BOCC
Boca Raton Housing Authority	Martin County School District
Boynton Beach, City of	Martin County Sheriff's Office
Brooksville, City of	Monroe County BOCC
Broward College	Naples, City of
Cape Coral, City of	North Palm Beach, Village of
Cape Coral Professional Firefighters HIT	North Port, City of
Career Source Palm Beach County	North River Fire District
Charlotte County BOCC	Oakland Park, City of
Children's Services Council of Palm Beach County	Ocean Ridge, Town of
Citrus County BOCC	Okaloosa County BOCC
Clearwater, City of	Oldsmar, City of
Clerk & Comptroller, Palm Beach County	Orange County Tax Collector
Cocoa, City of	Osceola County Sheriff's Office
Cocoa Beach, City of	Oviedo, City of
Coconut Creek, City of	Pahokee, City of
Cooper City, City of	Pahokee Housing Authority
Coral Gables, City of	Palm Bay, City of
Coral Springs, City of	Palm Beach County Sheriff's Office
Dania Beach, City of	Palm Beach, Town of
Davie, Town of	Palm Beach Shores, Town of
Deerfield Beach, City of	Palm Harbor Fire Rescue District
Delray Beach, City of	Palm Springs, Village of
Delray Beach Housing Authority	Parkland, City of
Dunedin, City of	Pasco County Clerk of Circuit Court & Controller
Estero Fire & Rescue District	Pasco County Sheriff's Office
Estero, Village of	Pinellas County Housing Authority
Fellsmere, City of	Pinellas County Sheriff's Office
Flagler County Sheriff's Office	Pinellas Suncoast Fire and Rescue
Florida Keys Aqueduct Authority	Pinellas Suncoast Transit Authority

Gehring Group Public Sector Clients	
Florida PACE Funding Agency	Pompano Beach, City of
Florida Sheriff's Association	Port of Palm Beach
Fort Lauderdale, City of	Port St. Lucie, City of
Fort Myers, City of	Riviera Beach, City of
Fort Myers Beach Fire Control District	Rockledge, City of
Greenacres, City of	Royal Palm Beach, Village of
Gulfstream, Town of	Sanibel, City of
Hernando County BOCC	Sarasota County Sheriff's Office
Hernando County School District	Satellite Beach, City of
Highlands County BOCC	Seacoast Utility Authority
Hillsborough County Aviation Authority	Sebastian, City of
Hillsborough County Sheriff's Office	Sebring, City of
Hollywood, City of	Solid Waste Authority of Palm Beach County
Indian Trail Improvement District	South Florida Water Management District
Iona McGregor Fire District	Southern Manatee Fire Rescue District
Islamorada, Village of Islands	Southwest Ranches, Town of
Juno Beach, Town of	Spring Creek Charter School
Jupiter Island, Town of	St. Lucie County Sheriff's Office
Key West Housing Authority	St. Lucie County Fire District Employees HIT
Key West, City of	Stuart, City of
Keys Energy Services	Tampa Bay Water Authority
Lake Park, Town of	Tarpon Springs, City of
Lake Park Community Redevelopment Agency	Tax Collector, Palm Beach County
Lake Worth Beach, City of	Tax Collector, St. Lucie County
Lake Worth Drainage District	Tequesta, Village of
LWB Community Redevelopment Authority	Government of the US Virgin Islands
Lee County Sheriff's Office	Venice, City of
Loxahatchee Groves, Town of	Virgin Islands Water and Power Authority
Loxahatchee River District	Walton County BOCC
Manalapan, Town of	Walton County Sheriff's Office
Mangonia Park, Town of	Wellington, Village of
Marianna, City of	West Manatee Fire Rescue District
Marco Island, City of	West Palm Beach, City of

We also invite you to review our client video testimonials which can be accessed by clicking on or scanning the QR code to the right. Below are the bios of the team members that will be specifically assigned to this project if awarded:



## Project Manager

### **John Muller, SPHR, SHRM-SCP – Director of Growth**

Education: University of Miami, Florida Atlantic University

Degree: B.B.A. Business Management/Organizational Development, M.B.A. International Business

Additional Certifications: SPHR, SHRM-CP

Industry Tenure: 20+ years

### Experience & Qualifications

John Muller is a Human Resources leader with over 20 years of experience. As Director of Growth for Gehring Group, a division of Risk Strategies, John leads Gehring's human resources services practice.

Having worked in public sector HR at the Federal and local levels, John has a strong background both in Talent Acquisition and Retention as well as in performing the developmental work needed to improve HR programs and personnel policies, including staffing analysis, job classification, and compensations studies with Federal and local government entities. While with U.S. Department of State, he was charged with assessing staffing plans and hiring professionals in diplomatic services, IT, Education, finance, and other key civilian advisory roles to work in Afghanistan and Iraq. He was highly successful in accomplishing the goals set for this difficult task and then identified as a strong HR leader to support the US Embassy Baghdad's mission in Iraq. John volunteered to serve in Iraq for the period of one year introducing important and valued improvements to the office of Human Resources at US Embassy Baghdad. John has also worked on job classification and compensation studies with local government entities.

John earned a Bachelor's in Business Administration majoring in Business Management and Organizational Development from the University of Miami and a MBA from Florida Atlantic University. He holds his SPHR and SHRM-SCP as well as becoming a certified Predictive Index Analyst. John is also an active member of SHRM, and its local Chapter (PBC SHRM) as a member of the Board of Directors, as well as serving as Chair of the Council of Insurance Agents and Brokers (CIAB) HR working group as well as a graduate and lifetime member of Leadership Florida (Class XL).

### Public Sector Experience

John's extensive experience includes HR leadership, talent acquisition, total rewards, training & development, and HR consulting services for such large public sector employers as the U.S. Department of State, Palm Beach County Clerk & Comptroller, City of Palm Bay, City of Cocoa Beach, Sarasota County Sheriff's Office, Martin County School District, Martin County Board of County Commissioners, Keys Energy, Hillsborough County Aviation Authority, and St. Lucie Fire Rescue District.

### Lead/Local Consultant

#### **Janet Bodner, MPA – Senior HR & Risk Services Consultant**

Education: Syracuse University

Degree: M.S. Public Administration

Industry Experience: 20+ years

### Experience & Qualifications

Janet Bodner is an experienced leader and consultant with over 25 years of experience in Human Resources and Operations. As a Senior HR Consultant, Janet lends her vast experience to helping Government entities develop competitive compensation structures, innovative talent development strategies, and training programs that retain top talent.

Janet is a results-focused leader who delivers motivational solutions that help organizations to harness the full power of their most valuable assets-their people. She is dedicated to creating robust organizational solutions that promote continuous business growth and cultivate customer loyalty by empowering and motivating organizations to implement fair and competitive compensation structures, participatory training, and development programs, restructuring of personnel policies and procedures that meet both legal requirements and are reflective of the specific needs of the organization.

Prior to beginning her HR career, Janet served as an Executive Director for several not-for-profit organizations. During that time, she was awarded several grants that allowed the Booker T. Washington Community Center to continue providing various after school programs for children from low-income families. Janet then led HR and Benefits teams for counseling centers and hospices before joining the Manatee County Government, where she has held roles ranging from Finance to HR.

Janet has a bachelor’s degree in political science from Wells College in Aurora, New York. Upon completion of her undergraduate degree Janet pursued and earned a Master’s in Public Administration (MPA) from the Maxwell School of Public Administration and Citizenship at Syracuse University. While earning her master’s degree Janet was selected to intern under Supreme Court Justice Ruth Bader Ginsburg.

**Public Sector Experience**

Janet joined Manatee County as a Senior Fiscal Manager. From that position she was promoted to manage the County’s Health Benefits for a population of over 4000. For over 13 years, Janet has served the people of Manatee County. She has a robust background in the public sector total rewards (compensation & benefits) strategy focused on attracting and retaining top talent. Janet’s finance and operations leadership skills were used across other HR disciplines and departments within the Manatee County government.

**References**

Provided below is a list of three (3) recent client references:

Client Name:	<b>Hillsborough County Aviation Authority</b>
Address:	4160 George J. Bean Parkway, Ste 2400, Tampa, FL 33607
Contact Name:	Nancy Duggan, Director of Human Resources
Telephone:	(727) 348-1618
Email:	<a href="mailto:nduggan@tampaairport.com">nduggan@tampaairport.com</a>
Description of Services:	In addition to our full scope of benefits services, the Aviation Authority contracted with the Gehring Group to implement a compensation study. Our team reviewed market data compiled by Aviation Authority staff for internal and external equity within pay bands. Based on the market survey data we conducted a compression analysis and provided cost options for implementation. A review of the job descriptions was also conducted. Gehring Group staff met with each Department to review the results of the study. Once this was completed and adjustments were made, our team created a communication plan and conducted onsite meetings with employees. After the review, adjustments were made, and our team created a communication plan and conducted an onsite meeting with employees to advise and provide education. In addition to this project, we developed a policy of best practices for pay inclusive of new hires, promotions, demotions, transfers, specialty pay etc.

**Client Name:** **City of Coral Springs**  
**Address:** 9500 W. Sample Road, Coral Springs, FL 33065  
**Contact Name:** Kathy Reul, Director of Human Resources  
**Telephone:** (954) 344-1167  
**Email:** [kreul@coralsprings.gov](mailto:kreul@coralsprings.gov)  
**Description of Services:** Gehring Group was contracted to provide a compensation analysis for the City of Coral Springs. Our team was asked to identify comparable peer agencies and conduct a market analysis for each of the City's 300 plus job classifications and benchmark them at the 75<sup>th</sup> percentile. Upon completion of the analysis, we develop<sup>ed</sup> a new pay plan for the City as well as re-classifying several positions. After reviewing with City HR staff, Gehring Group conducted a compression analysis for all classifications and employees in each classification. This information was reviewed, with an estimated cost proposal, with the City Manager. The City Manager accepted Gehring Group's recommendation, and after a final review with HR, Gehring Group presented the final pay plan to the City during meeting with City Leadership.

**Client Name:** **City of Apopka**  
**Address:** 120 E Main Street, Apopka, FL 32703  
**Contact Name:** Joseph Patton, Ph.D., Director of Human Resources  
**Telephone:** (407) 703-1803  
**Email:** [jpatton@apopka.net](mailto:jpatton@apopka.net)  
**Description of Services:** Gehring Group contracted with the City of Apopka to conduct a class and compensation study for over 170 classifications, to include reviewing and updating the City's job descriptions; and conducting a benefits comparison study with peer agencies. Our team is working with the City to finalize the data collected using our Job Analysis Tool. We expect to finish updating job descriptions before finalizing the compensations analysis.





## Tab 2: Approach/Methods Used to Perform Project

Detailed description of the services and methods by which the work set forth in the RFP will be performed. The description shall include the following items.

a. Proposer's understanding of the services to be provided.

Per the City of Madeira Beach's RFP #2024-01 for HR, Classification, and Compensation Plans Study, Gehring Group understands the scope of services to include, but not be limited to, the following:

### Project Approach

The team will take a unique and systematic approach to accomplish this project for total review of current compensation and classification for all employee groups. The project team's previous public sector experience afforded them the opportunity to conduct internal compensation and classification studies and the ability to understand the client perspective of outsourcing a compensation study for their entire organization. Our team puts the client's experience first to ensure that we not only provide thorough and detailed information based on the scope of the project, but also an interactive partnership with the City of Maderia Beach providing meaningful updates, flexibility, and comprehensive information that is clear and concise.

This approach includes gathering background information from City staff, determining sources for the market data, analyzing the data, developing alternative proposals with cost calculations, recommendations on how to implement the proposals, and implementation training. Gehring Group will ensure that recommendations assist with achieving the City's objectives.

To create a well-designed classification and compensation program, the Gehring Group team will meet with City staff to ensure our understanding of the current objectives and strategic plan initiatives as they relate to compensation. The team uses a multiple step approach starting with in-person meetings, data gathering, job classification review, market research, analysis and finally drafting multiple recommendations for consideration. Additionally, the team will provide monthly progress updates during the project which allows for transparency, flexibility, and the ability to address concerns and feedback from the City. Details for each of these steps are listed below:

#### Step 1 – Project Planning - Week 1

1

- Gehring Group team to schedule a discovery meeting with City staff to discuss scope of project, milestones and deliverables
- Discuss City's business goals, objectives and organizational needs
- Discuss City's budget available for suggested adjustment for the compensation and classification study
- Discuss and review peer agencies used in the study
- Review Gehring Group's method of data collection
- Complete an overall assessment of current programs
- Request a list of data to include current employee pay, benefits and demographics
- Discuss communication strategies for project commencement, regular updates and final completion

#### Step 2 – Review Current Program with Human Resources - Weeks 2 through 3

2

Discuss and collect data on the current pay programs and relevant Human Resources policies for evaluation and review.

- Pay Grades
- Pay Ranges
- Pay Increase History
- Job Descriptions
- Any additional applicable policies

### Step 3 – Leadership/Management Discovery - Weeks 4 through 5

3

It is important to gather compensation philosophy input from the leadership/management team through a collaborative process. This will assist with obtaining buy-in from key decision makers.

Meet with leadership and management to discuss current pay and benefits programs' effectiveness

- Pay challenges, strengths, and weaknesses
- Talent pool considerations/obstacles
- Competitors in job market

### Step 4 – Employee Input & Job Audits - Ongoing

4

- Employees feedback using Job Analysis Tool
- Employee input meetings (if necessary)

### Step 6 – Conduct Market Study – Weeks 6 through 8

5

Finding one data source that meets all your organizations' needs is rare. Therefore, at the Gehring Group, we use multiple sources to ensure the data is accurate.

- Conduct a review of all job classification
- Edit and/or develop new job classifications and descriptions (Option 1)
- Determine which jobs will be used for compensation benchmarking
- Collect total compensation information from comparable agencies and National Compensation Survey data for Local, State, and Federal compiled by the U.S. DOL Bureau of Labor Statistics, including:
  - Salary & wages and benefits
- Benchmark jobs based on essential functions
  - Determine appropriate competitive labor market and data sources(municipal and local)
  - Gather data based on local, regional, national markets
  - Utilize relevant trade and professional association data
- Review positions based on internal and external equity
- Conduct review of benefit plans and benchmark against comparable agencies (Option 2)

### Step 7 – Data Analysis – Weeks 9 through 10

6

Based on initial meetings, the Gehring Group will match the City's pay philosophy to the market data.

- Create market comparison spreadsheets
- Compare market data to current pay plan

- Evaluate current employee pay to market data based on compression
  - Identify compression issues and provide possible solutions
  - Consideration may be given for years of service/experience in job
- Review job family data and organizational charts to recommend career ladders
- Properly age data based on implementation timelines

### Step 8 – Review Initial Finding with Staff - Week 11

7

Once all the data is gathered it will be reviewed for extreme variables and adjusted appropriately.

- Review market/target data draft proposals with HR and Executive Management
- Provide job descriptions used and review with the City to validate roles and responsibilities for equity
- Define the market position in relation to the base pay
- Clarify any anomalies or outliers
- Make adjustments to pay data as needed

### Step 9 – Proposal Pay Plan Design Changes – Week 12

8

Based on market data and internal equity, provide proposals for new/adjusted pay grades and ranges

- Propose consistent recommendations specific to out of pay range incumbents and employees who have reached the maximum of the newly proposed pay grade
- Recommend potential changes to job titling, job descriptions, job families and career ladders
- Conduct compression analysis for all positions based on new pay ranges
- Discuss the potential impact to employee pay for each of the proposals
- Create best practice options and costing proposals for all employee groups and provide
- Provide implementation plan, including procedures, policies, and methods to maintain an on-going Classification and Compensation Plan that is fair and competitive
- Deliver final written report, including discussion of methods, techniques, and data used to develop the Classification and Compensation Plan, and provide estimated financial impact.
- Present the findings and recommendations to City Staff and leadership

Throughout the above steps, the Gehring Group team will meet with City staff to review progress to date and ask any questions relevant at that point. We anticipate this project concluding within 12 weeks of commencement. The timeline can be adjusted based on the City's needs and responsiveness.



## Tab 3:

## Cost Proposal

This section should contain a complete breakdown of all costs related to the content of the proposal, including the maximized total cost, as well as an itemized breakdown of the compensation required to accomplish the full performance of all tasks outlined in the proposal. Upon selection, it is expected that the consultant will take a minimum of 2 visits to the City. One, to kick off the project to include meetings with staff to discuss issues and a meeting to present findings to the Civil Service Commission, the Board of Commissioners, the City Manager, and select staff.

### Cost Proposal

Gehring Group proposes an all-inclusive project fee of **\$27,640** to complete all objectives outlined in this proposal and corresponding RFP for the initial report. This fee includes all work, materials and expenses related to completing the project. Gehring Group will invoice the City of Madeira Beach in equal monthly installments through completion of the project.

Task	Project Manager Hours	Lead Consultant Hours	Total Hours
Discovery Phase	10	30	40
Benchmarking/Data Analysis	10	60	70
Create Proposal/Pay Bands	10	10	20
<u>Final Report</u>	10	10	20
<b>Total Hours</b>	<b>40</b>	<b>110</b>	<b>150</b>
Hourly Rate	\$220	\$144	
Travel			\$3,000
<b><u>Total Report Fees</u></b>	<b>\$8,800</b>	<b>\$15,840</b>	<b>\$27,640</b>

Gehring Group also proposes options not included in the scope of this RFP for the following:

1. Comprehensive job description review, revision, and development (if needed) - \$10,000
2. Comprehensive benefits plan review and benchmark study (including reports) - \$10,000
3. Annual compensation benchmark data refresh (of agencies used in this study) - \$10,000 (each year)



# Tab 4: Drug Free Workplace Certification

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Please see the completed, signed, and notarized Drug Free Workplace Certification Form immediately following this Tab 4.



Respondents shall comply with all applicable local, state, and federal laws and codes.

**ATTACHMENTS**

**Drug Free Workplace Certification** CONSULTANT shall include a signed and completed Drug Free Workplace Certification, attached hereto as Exhibit B.

**DRUG FREE WORKPLACE CERTIFICATION.**

**SWORN STATEMENT ON DRUG FREE WORKPLACES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Madeira Beach by Kurt N. Gehring

[print individual's name and title]

Managing Director for RSC Insurance Brokerage, Inc.

[print name of entity submitting sworn statement]

whose business address is: 3500 Kyoto Gardens Drive Palm Beach Gardens, FL 33410 and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: FEIN # 16-1689464)

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it will provide a drug free workplace by:

Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the workplace.
- (ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).
- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
- (i) abide by the terms of the statement; and
  - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
- (4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections
- (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace as required by subsection 3-101(7)(B).

**Signatory Requirement.** In the case of a corporation, this affidavit shall be executed by the corporate president.

In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

Signature: *Kurt Gehring*  
Title: Kurt N. Gehring, Managing Director  
Company: RSC Insurance Brokerage, Inc.

**NOTARY PUBLIC**

STATE OF FLORIDA

CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FL

Sworn to and subscribed before me this 6th day of February, 2024.

by Kurt N. Gehring who

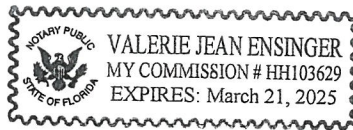
is personally known to me OR Produced identification

personally known [type of

identification] My commission expires March 21, 2025

*Valerie Jean Ensinger*  
Notary Public Signature Valerie Jean Ensinger

[Print, type or stamp Commissioned name of Notary Public]



**Requests for Additional Information**

Questions or requests for additional information should be directed to the City Manager, Robin Gomez at [rgomez@madeirabeachfl.gov](mailto:rgomez@madeirabeachfl.gov).

Signature of Proposer's Agent

*Kurt Gehring*

Title

Managing Director

Printed Name

Date

Kurt N. Gehring

February 6, 2024

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## Chapter 92 PROPORTIONATE-SHARE DEVELOPMENT FEE

### Sec. 92-1. Intent.

These regulations are intended to assist in the implementation of the City of Madeira Beach Comprehensive Plan.

(Ord. No. 2020-24 , § 1, 5-12-21)

### Sec. 92-2. Purpose.

The purpose of this chapter is to regulate the development, redevelopment, and use of land to assure that land development, redevelopment, and use bears a proportionate share of the cost necessary to provide improved municipal culture and recreation, mobility, and public safety facilities and services within the municipal boundaries of the city consistent with the level-of-service standards adopted in the City of Madeira Beach Comprehensive Plan.

(Ord. No. 2020-24 , § 1, 5-12-21; Ord. No. 2021-10 , § 1, 6-30-21)

### Sec. 92-3. Compliance with Florida Impact Fee Act.

This chapter is intended to comply fully with the Florida Impact Fee Act and will be implemented and interpreted to so comply.

(Ord. No. 2020-24 , § 1, 5-12-21)

### Sec. 92-4. Reserved.

### Sec. 92-5. Liberal construction.

The provisions of this chapter will be liberally construed to effectively promote the health, safety, morals, convenience, order, prosperity, and the general welfare of the city's citizens and visitors.

(Ord. No. 2020-24 , § 1, 5-12-21)

### Sec. 92-6. Rules of construction.

To administer and enforce the provisions of this chapter, the following rules of construction will apply to the text of this chapter unless otherwise stated in this chapter.

- (1) The text of this chapter will control any difference of implication or meaning between the text and any caption, illustration, illustrative table, or summary table of this chapter.
- (2) The word "must" is mandatory; the word "may" is permissive.
- (3) Words used in the present tense include the future tense; words used in the singular include the plural, and the plural include the singular, unless the context clearly indicates the contrary.

- (4) The word "person" includes an individual, a corporation, a partnership, an incorporated association, or another similar entity.
- (5) Unless the context clearly indicates the contrary, where a regulation involves two or more phrases or words connected by the conjunction "and," "or" or "either . . . or," the conjunction will be interpreted as follows:
  - a. "And" indicates that all the connected phrases or words apply.
  - b. "Or" indicates that the phrases or words may apply singly or in any combination.
  - c. "Either... or" indicates that the connected phrases or words apply singly but not in combination.
- (6) The word "includes" does not limit a phrase or word to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.
- (7) "Administrator" means the city manager or designee.

(Ord. No. 2020-24 , § 1, 5-12-21)

### **Secs. 92-7—92-9. Reserved.**

### **Sec. 92-10. Definitions.**

The following phrases, terms, or words when used in this chapter have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Administrator* means the city manager or designee.

*Applicant* means a person applying for the issuance of a building permit.

*Building area* means 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.

*Building permit* means a permit issued by the city authorizing construction or permanent placement of a structure on a lot or parcel.

*Capital equipment* means equipment and other improvements that increase the service capacity of a municipal facility.

*Capital facility* means structures and other improvements that increase the service capacity of a municipal facility.

*Developer* means any person undertaking development.

*Development and redevelopment* means any construction or expansion of a structure; or any use, or change in use of a structure; or any change of use of land; any of which creates additional demand on an improved municipal facility or service.

*Development permit* means any building permit, zoning permit, plat approval, or rezoning, certification, variance, or other action having the effect of permitting development.

*Encumber* means to legally obligate by agreement or otherwise commit to use by appropriation or other official act of the city.

*Feepayer* means that person who pays a proportionate-share development fee or their successor in interest. In the absence of any express assignment or transfer of the entitlement or right to refund of previously paid proportionate-share development fees, the entitlement or right will not run with the land.

*Improved municipal culture and recreation facilities and services* means the land, capital equipment, capital facilities, and other improvements necessary to deliver the city's culture and recreation services.

*Improved municipal mobility facilities and services* means the land, capital equipment, capital facilities, and other improvements necessary to deliver the city's mobility services.

*Improved municipal public safety facilities and services* means the land, capital equipment, capital facilities, and other improvements necessary to deliver the city's public safety services.

*Project* means a particular development on an identified lot or parcel of land.

*Project improvements* means equipment, facilities, and site improvements that are planned and designed to provide service for a project and that are necessary for the convenience and use of the occupants or other users of the project and are not system improvements. The character of the improvement will control a determination of whether an improvement is a project improvement or a system improvement. If a facility or improvement provides or will provide more than incidental facility or service capacity to persons other than users or occupants of a particular project, the facility or improvement is a system improvement and will not be considered a project improvement. No facility or improvement included in the City of Madeira Beach Comprehensive Plan Capital Improvements Element Capital Improvement Program ("CIP") Schedule of Capital Improvements will be considered a project improvement.

*Proportionate share* means that portion of the cost of improvements that is reasonably related to the service demands and needs of a project.

*Proportionate-share development fee* means a payment of money imposed upon new development and redevelopment construction as a condition of a building permit to pay for a proportionate share of the cost of improvements to serve new development and redevelopment.

*Site-related improvements* are capital improvements and right-of-way dedications for direct access improvements to and within the subject development. Direct access improvements include, but are not limited to:

- (1) Access leading to the development;
- (2) Driveways and mobility facilities within the development;
- (3) Acceleration and deceleration lanes, and left and right turn lanes leading to mobility facilities within the development; and
- (4) Traffic control measures for mobility facilities within the development.

*System improvement costs* means costs incurred to provide additional improved municipal facilities and services capacity needed to serve new development and redevelopment for planning, design, construction, land acquisition (including land purchases, court awards and costs, attorneys' fees, expert witness fees), land improvement, engineering, including the cost of constructing or reconstructing system improvements, facility, or service expansions, engineering and surveying fees, and expenses incurred for qualified staff or consultants for preparing or updating the capital improvement element, and administrative costs, provided such administrative costs do not exceed the actual costs of administering the proportionate-share development fee program. Projected interest charges and other finance costs may be included if the proportionate-share development fees are to be used for the payment of principal and interest on bonds, notes, or other financial obligations issued by or on behalf of the city to finance the improvements in the capital improvements element but such costs do not include routine and periodic maintenance expenditures, personnel training, and other operating costs.

*System improvements* means improved municipal facilities and services designed to provide service to the citizens and visitors, in contrast to "project improvements."

(Ord. No. 2020-24 , § 1, 5-12-21; Ord. No. 2021-10 . § 1, 6-30-21)

**Secs. 92-11—92-14. Reserved.**

**Sec. 92-15. Imposition of proportionate-share development fees.**

Any person who, after the effective date of the ordinance from which this chapter is derived, seeks to develop land within the city by applying for a building permits is required to pay proportionate-share development fees in the manner and amount provided in this chapter.

(Ord. No. 2020-24 , § 1, 5-12-21)

**Sec. 92-16. Issuance of building permit.**

No building permit for any activity requiring payment of a proportionate-share development fee pursuant to sections 92-20, 92-21, and 92-22 of this chapter will be issued unless and until the required proportionate-share development has been paid.

(Ord. No. 2020-24 , § 1, 5-12-21)

**Secs. 92-17—92-19. Reserved.**

**Sec. 92-20. Computing the amount of proportionate-share development fees.**

- (a) At the option of the applicant, the amount of the proportionate-share development fees may be determined by the following fee calculations:

CULTURE AND RECREATION FEE=VALUE \* BUILDING AREA (B.A.) FT<sup>2</sup> RATIO:

$(\$39.68 * 0.299650) = \$11.89 \text{ PER FT}^2$

MOBILITY FEE=VALUE \* BUILDING AREA (B.A.) - FT<sup>2</sup> RATIO:

$(\$12.46 * 0.120362) = \$1.50 \text{ PER FT}^2 \text{ B.A.}$

PUBLIC SAFETY FEE=VALUE / BUILDING AREA (B.A.) FT<sup>2</sup> :

$(\$5,292,709/8,871,213 \text{ FT}^2) = \$0.60 \text{ PER FT}^2$

- (b) The proportionate-share development fees provided in subsection (a) of this section include administrative expenses and will be implemented in accordance with this proportionate-share development fee implementation schedule, discounting fees for several fiscal years, until the full current calculated fee rate is reached.

PROPORTIONATE-SHARE DEVELOPMENT FEE IMPLEMENTATION SCHEDULE

MUNICIPAL FACILITIES CATEGORY OR CLASS	FULL CURRENT CALCULATED FEE RATE	DISCOUNT PERCENTAGE (%) IMPLEMENTATION BY FISCAL YEAR							
		70%	60%	50%	40%	30%	20%	10%	
		70%	60%	50%	40%	30%	20%	10%	

(Supp. No. 31)

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		04/1/22	10/1/22	10/1/23	10/1/24	10/1/25	10/1/26	10/1/27	10/1/28
Culture & Recreation	\$11.89/sq. ft. Building Area (B.A.)	\$3.57/sq. ft. B.A.	\$4.76/sq. ft. B.A.	\$5.94/sq. ft. B.A.	\$7.13/sq. ft. B.A.	\$8.23/sq. ft. B.A.	\$9.52/sq. ft. B.A.	\$10.70/sq. ft. B.A.	\$11.89/sq. ft. B.A.
Mobility	\$1.50/sq. ft. B.A.	\$0.45/sq. ft. B.A.	\$0.60/sq. ft. B.A.	\$0.75/sq. ft. B.A.	\$0.90/sq. ft. B.A.	\$1.05/sq. ft. B.A.	\$1.20/sq. ft. B.A.	\$1.35/sq. ft. B.A.	\$1.50/sq. ft. B.A.
Public Safety	\$0.60/sq. ft. B.A.	\$0.18/sq. ft. B.A.	\$0.24/sq. ft. B.A.	\$0.30/sq. ft. B.A.	\$0.36/sq. ft. B.A.	\$0.42/sq. ft. B.A.	\$0.48/sq. ft. B.A.	\$0.54/sq. ft. B.A.	\$0.60/sq. ft. B.A.
<b>TOTAL</b>	<b>\$13.99/sq. ft. B.A.</b>	<b>\$4.20/sq. ft. B.A.</b>	<b>\$5.60/sq. ft. B.A.</b>	<b>\$6.99/sq. ft. B.A.</b>	<b>\$8.39/sq. ft. B.A.</b>	<b>\$9.70/sq. ft. B.A.</b>	<b>\$11.20/sq. ft. B.A.</b>	<b>\$12.59/sq. ft. B.A.</b>	<b>\$13.99/sq. ft. B.A.</b>

(c) In conjunction with the municipal budget process and review of the capital improvements element and capital improvements plan, the city will regularly review the proportionate-share development fees and implementation schedule and update as necessary to ensure the proportionate-share development fees are based on the most recent localized data.

(Ord. No. 2020-24 , § 1, 5-12-21; Ord. No. 2021-10 , § 1, 6-30-21)

**Sec. 92-21. Independent fee calculation.**

If an applicant opts not to have the proportionate-share development fees determined according to section 92-20, then the applicant must prepare and submit to the administrator an independent fee calculation study for the land development activity requiring a building permit. The documentation submitted with the independent fee calculation study must show the basis upon which the independent fee calculation was made. The administrator will consider the documentation submitted by the applicant but is not required to accept such documentation the administrator reasonably deems to be inaccurate or not reliable and can require the applicant to submit additional or different documentation for consideration. If an acceptable independent fee calculation study is not submitted, the applicant must pay proportionate-share development fees based upon the schedule in section 92-20. If an acceptable independent fee calculation study and documentation is submitted, the administrator may adjust the fee to that appropriate to the particular development. Determinations made by the administrator pursuant to this section may be appealed as provided in section 92-60 et seq. of this chapter.

(Ord. No. 2020-24 , § 1, 5-12-21; Ord. No. 2021-10 , § 1, 6-30-21)

**Sec. 92-22. Certification.**

On the request of an applicant, the administrator will certify the proportionate-share development fees schedule or fees resulting from an independent fee calculation, whichever is applicable, and that certification will establish the applicable proportionate-share development fees for a period of 180 days from the date of the certification.

(Ord. No. 2020-24 , § 1, 5-12-21)

**Secs. 92-23, 92-24. Reserved.**



**Sec. 92-25. Payment of fees.**

The applicant must pay the proportionate-share development fees required by this chapter to the administrator prior to the issuance of a building permit.

(Ord. No. 2020-24 , § 1, 5-12-21; Ord. No. 2021-10 , § 1, 6-30-21)

**Sec. 92-26. Deposit into trust fund.**

All funds collected will be properly identified by proportionate-share development fee improved municipal culture and recreation, mobility, and public safety facilities and services accounts and promptly transferred for deposit in the appropriate trust fund to be held in separate accounts as determined in sections 92-35 through 92-38 of this chapter and used solely for the purposes specified in this chapter.

(Ord. No. 2020-24 , § 1, 5-12-21; Ord. No. 2021-10 , § 1, 6-30-21)

**Secs. 92-27—92-29. Reserved.****Sec. 92-30. Proportionate-share development fee service area.**

There is hereby established one proportionate-share development fee service area that is the entire incorporated municipal boundary of the City of Madeira Beach.

(Ord. No. 2020-24 , § 1, 5-12-21)

**Secs. 92-31—92-34. Reserved.****Sec. 92-35. Proportionate-share development fee trust funds established.**

There is hereby established one improved municipal culture and recreation proportionate-share development fee trust fund account, one improved municipal mobility proportionate-share development fee trust fund account, and one improved public safety proportionate-share development fee trust fund account for the proportionate-share development fee service area provided in section 92-30 of this chapter.

(Ord. No. 2020-24 , § 1, 5-12-21; Ord. No. 2021-10 , § 1, 6-30-21)

**Sec. 92-36. Interest bearing account.**

Proportionate-share development fees placed in trust fund accounts must be maintained in interest-bearing accounts.

(Ord. No. 2020-24 , § 1, 5-12-21)

**Sec. 92-37. Prompt deposit.**

All proportionate-share development fees collected must be promptly deposited in the respective trust fund accounts and maintained there, including the interest thereon, until withdrawal pursuant to this chapter.

(Ord. No. 2020-24 , § 1, 5-12-21)

**Sec. 92-38. Funds withdrawn.**

Funds withdrawn from the respective trust fund accounts must be used in accordance with the provisions of sections 92-40 through 92-46 of this chapter.

(Ord. No. 2020-24 , § 1, 5-12-21)

**Sec. 92-39. Reserved.****Sec. 92-40. Use of trust funds for capital improvements.**

Funds collected from proportionate-share development fees must be used solely for the purposes of acquiring or making capital improvements to the respective improved municipal culture and recreation, mobility, and public safety facilities and services under the jurisdiction of the city, Pinellas County, or the State of Florida.

(Ord. No. 2020-24 , § 1, 5-12-21; Ord. No. 2021-10 , § 1, 6-30-21)

**Sec. 92-41. Use of trust funds in particular area.**

Funds must be used exclusively for acquisitions, capital improvements, or capacity expansions within the proportionate-share development fee service area from which the funds were collected.

(Ord. No. 2020-24 , § 1, 5-12-21)

**Sec. 92-42. Use of trust funds for debt service.**

In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities and equipment for which proportionate-share development fees may be expended, proportionate-share development fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the capital facilities and equipment provided are of the type described in sections 92-40 and 92-41 of this chapter.

(Ord. No. 2020-24 , § 1, 5-12-21)

**Sec. 92-43. Use of trust funds for reimbursement.**

In the event a developer enters into a development agreement with the city to construct, contribute, or fund capital improvements to the respective improved municipal culture and recreation, mobility, and public safety facilities and services, such that the amount of the credit created by such construction, contribution, or funding is in excess of the proportionate-share development fee otherwise due, the developer will be reimbursed for such excess construction, contribution, or funding from proportionate-share development fees paid by other development located in the service area benefited by such improvements.

(Ord. No. 2020-24 , § 1, 5-12-21; Ord. No. 2021-10 , § 1, 6-30-21)

**Sec. 92-44. Annual report on use of trust funds.**

At least once each fiscal year the administrator will present the board of commissioners a report detailing the amount of proportionate-share development fees collected, encumbered, and used, and a proposed capital improvement program for the respective improved municipal culture and recreation, mobility, and public safety

facilities and services, assigning funds, including any accrued interest, from the proportionate-share development fee trust fund to specific improved municipal mobility facilities and services projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal year will be retained in the respective trust fund until the next fiscal year except as provided by the refund provisions of this chapter.

(Ord. No. 2020-24 , § 1, 5-12-21; Ord. No. 2021-10 , § 1, 6-30-21)

### **Sec. 92-45. Refunds.**

Funds may be used to provide refunds as described in sections 92-50 through 92-53 of this chapter.

(Ord. No. 2020-24 , § 1, 5-12-21)

### **Sec. 92-46. First in/first out.**

Funds will be considered expended on a first in, first out basis.

(Ord. No. 2020-24 , § 1, 5-12-21)

### **Secs. 92-47—92-49. Reserved.**

### **Sec. 92-50. Refund of fees paid upon expiration of building permit.**

If a building permit expires prior to construction commencing, the feepayer is entitled to a refund, without interest, of the proportionate-share development fee paid as a condition of issuing the building permit, except the city will retain five percent of the fee to offset a portion of the costs of administration. The feepayer must submit an application for such a refund to the administrator within 30 calendar days of the expiration of the building permit.

(Ord. No. 2020-24 , § 1, 5-12-21)

### **Sec. 92-51. Refund of fees paid if not expended.**

In the event that proportionate-share development fees have not been expended or encumbered by the end of the calendar quarter immediately following seven years from the date the proportionate-share development fee was paid, the administrator will provide written notice of eligibility for a refund to feepayers.

(Ord. No. 2020-24 , § 1, 5-12-21)

### **Sec. 92-52. Application for refund of fees paid.**

Funds not encumbered or expended by the end of the calendar quarter immediately following seven years from the date the proportionate-share development fees were paid will, upon receipt of a complete application for refund, be refunded to feepayer, provided the feepayer submits the application for the refund to the administrator within one year of the expiration of seven-year period or the publication of the notice of eligibility for a refund, whichever is later. Refunds will be made to the feepayer within 60 calendar days after the administrator determines there is sufficient proof of the claim for a refund.

(Ord. No. 2020-24 , § 1, 5-12-21; Ord. No. 2021-10 , § 1, 6-30-21)

**Secs. 92-53, 92-54. Reserved.****Sec. 92-55. Exemptions.**

The following are exempted from paying proportionate-share development fees:

- (1) Alterations of an existing structure where the building area is not expanded or the use is not changed.
- (2) The replacement of a structure with a new structure of the same size building area and use.

(Ord. No. 2020-24 , § 1, 5-12-21)

**Sec. 92-56. Waiver.**

If an applicant fails to claim an exemption prior to applying for a building permit, the claim of exemption is automatically waived.

(Ord. No. 2020-24 , § 1, 5-12-21)

**Sec. 92-57. Credits.**

- (a) No credit will be given for site-related improvements or right-of-way dedications.
- (b) An applicant may offer land or capital improvements, or some combination of land and capital improvements in lieu of partial or total payment of the required proportionate-share development fee. The applicant must request a proportionate-share development fee credit. If the administrator accepts such an offer, the credit will be determined and provided as follows:
  - (1) Credit for a dedication of land will be valued at:
    - a. One hundred fifteen percent of the most recent assessed value by the Pinellas County Property Appraiser, or
    - b. By a fair-market value established by private appraisers acceptable to the city. Credit for the dedication of land will be provided to the applicant when the land has been conveyed at no cost to the city in a manner acceptable to the administrator.
  - (2) Applicants for credit for capital improvements must submit engineering drawings, specifications, and construction cost documentation acceptable to the administrator.
    - a. The administrator will determine credit for capital improvements based on applicant's construction cost documentation, or
    - b. If the administrator determines that the cost documentation submitted by the applicant is either inaccurate or unreliable, the administrator will determine the credit on alternative engineering criteria and construction cost estimates.
    - c. The administrator will provide the applicant with a certificate declaring:
      1. The dollar (USD) amount of the credit.
      2. The reason for the credit, and
      3. The legal description or other adequate description of the development project to which the credit may be applied.

- d. The applicant must sign and date a duplicate copy of the certificate indicating their agreement to the terms of the certificate and return the signed and dated duplicate certificate to the administrator before credit will be given.
  - e. Failure of the applicant to sign, date, and return the duplicate certificate within 60 calendar days of receipt of the duplicate certificate from the administrator will nullify the credit.
- (3) Except as provided in subparagraph (d) of this section, credit against proportionate-share development fees otherwise due will not be provided until:
- a. The construction is completed and accepted by the city, County, or State, as applicable; and
  - b. A maintenance and warranty bond suitable to the city, when applicable, is received and approved by the administrator.
- (4) Credit may be provided before completion of specified capital improvements if:
- a. The applicant provides assurances adequate and acceptable to the administrator that the above provisions of this section will be met;
  - b. The applicant posts security for the costs of construction in the form of a performance bond, irrevocable letter of credit, or escrow agreement;
  - c. The security is posted with and approved by the administrator in an amount determined by the administrator; and
  - d. If the capital facility project will not be completed within one year of the acceptance of the offered security by the administrator, the amount of the security must be increased by ten percent compounded, for each year of the life of the security.
- (5) The capital improvement for which credit is requested is consistent with the City of Madeira Beach Comprehensive Plan; and
- (6) The request complies with the security provisions of subsection (3) of this section.
- (c) If an applicant fails to claim a credit prior to applying for a building permit, the request for credit is automatically waived.
- (d) Credits are assignable and transferable at any time after establishment from one development or parcel to any other development or parcel within the city that receives benefits from the improvement or contribution that generated the credits.
- (Ord. No. 2020-24 , § 1, 5-12-21)

### **Secs. 92-58, 92-59. Reserved.**

### **Sec. 92-60. Appeals.**

Any applicant or feepayer aggrieved by a decision of the administrator may apply to appeal that decision to the special magistrate in accordance with the provisions of article VIII of this Code, sections 2-501 et seq. Prior to the special magistrate hearing any such appeal, the applicant or feepayer must submit a request for reconsideration, on a form provided by the city, to the administrator who will act on the request for reconsideration within 15 working days.

(Ord. No. 2020-24 , § 1, 5-12-21)

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**Sec. 92-61. Administrator's decision is final.**

The administrator's decision on the request for reconsideration is final unless an application for appeal, specifying the grounds for the appeal, is submitted in accordance with section 2-503 of this Code.

(Ord. No. 2020-24 , § 1, 5-12-21)

**Sec. 92-62. Transmittal of appeal.**

The administrator will schedule a complete appeal application for a hearing before the special magistrate, and transmit to the special magistrate copies of the appeal application, the administrative decision appealed, and all digital files and papers constituting the record upon which the administrator relied making the decision.

(Ord. No. 2020-24 , § 1, 5-12-21)

**Sec. 92-63. Due process.**

An applicant or feepayer appealing the administrator's decision has the right to appear at the appeal hearing, present evidence, and be represented by legal counsel.

(Ord. No. 2020-24 , § 1, 5-12-21)

**Sec. 92-64. Payment under protest.**

An applicant or feepayer may pay a proportionate-share development fee under protest to obtain a building permit and by making such fee payment under protest will not be estopped from:

- (1) Exercising the right to appeal provided for in this chapter, or
- (2) Receiving a refund of any amount deemed incorrectly collected.

(Ord. No. 2020-24 , § 1, 5-12-21)

**Sec. 92-65. Review of fee schedule.**

The fee schedule provided in section 92-20 of this chapter will be reviewed annually by the board of commissioners.

(Ord. No. 2020-24 , § 1, 5-12-21)

**Sec. 92-66. Automatic update.**

Unless otherwise directed by the board of commissioners, the fee schedule provided in section 92-20 will be adjusted by the administrator in May of each fiscal year based on the methodology provided in section 92-67 of this chapter. Any adjustments to the fees made pursuant to this section will be effective the following first day of October.

(Ord. No. 2020-24 , § 1, 5-12-21)

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**Sec. 92-67. Basis for adjustment.**

The bases for computing any adjustment in the fee schedule are the Reports entitled *City of Madeira Beach Proportionate-Share Development Fees and Regulations: Culture and Recreation and Public Safety* and *City of Madeira Beach Proportionate-Share Development Fees and Regulations: Mobility*, as adjusted from time to time to reflect a change in the level-of-service standards for improved municipal culture and recreation, mobility, and public safety facilities and services.

(Ord. No. 2020-24 , § 1, 5-12-21; Ord. No. 2021-10 , § 1, 6-30-21)

**Sec. 92-68. Full benefit of intensity prepaid.**

If the city increases its proportionate-share development fees, the holder of any credits, whether such credits are granted under Florida Statutes § 163.3180, 380.06 or otherwise, that were in existence before the fee increase, is entitled to the full benefit of the intensity prepaid by the credit balance as of the date the credit balance was first established.

(Ord. No. 2020-24 , § 1, 5-12-21)

**Sec. 92-69. Reserved.****Sec. 92-70. Penalty.**

A violation of this chapter will be prosecuted in the same manner misdemeanors are prosecuted and, upon conviction, the violator punishable according to law; however, in addition to or in lieu of a criminal prosecution, the city will have the power to sue in civil court to enforce the provisions of this chapter.

(Ord. No. 2020-24 , § 1, 5-12-21)

**Secs. 92-71—92-79. Reserved.**



# MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Robert Daniels, City Manager

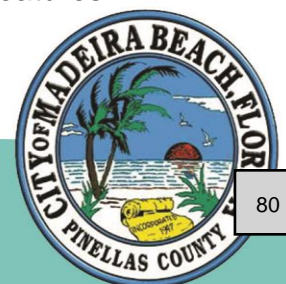
FROM: Linda Portal, Community Development Director

DATE: 2/10/2021 **(UPDATED 2/12/2021 After vote to include 1 amendment to #9)**

**RE: ABP 2021-03 Public Hearing to consider a request by Marcus Winters, on behalf of SFMB Madeira Beach, LLC, for an Alcoholic Beverage Use, associated with a 4COP License, for a Beer, Wine, and Liquor Consumption on Premises, with the stated intent to sell liquor, beer, and wine by drink or in sealed containers for consumption on premises of Caddy's Madeira Beach at 14080 Gulf Blvd, Madeira Beach, FL 33708, only.**

Staff recommends approval conditions as amended with input from petitioner:

1. Alcohol service is allowed only on site and in conjunction with restaurant and an annual audit will be submitted to the city for review to show 60% of revenue from the restaurant/bar operation is derived from the sale of food and other non-alcoholic items, in keeping with code language, Sec. 110-527. - Classifications. (d)-Restaurants.
2. The restaurant and associated activity will be located on existing impervious surface, within the approved site plan area, inside the coastal construction control line, and will not impact the surrounding dunes or beach.
3. Lighting meets ordinance requirements for sea turtle conservation.
4. ~~If the restaurant or bar activity proves to increase activity on the beach at night, the operations will be suspended from dusk until dawn daily during sea turtle nesting season, from April 1<sup>st</sup> to November 30<sup>th</sup> of each year.~~ The property will be designed and operated in keeping with all noise, lighting and sea turtle protection regulations as updated.
5. Both on-site and off-site litter resulting from operation of the commercial use of the property must be managed by the restaurant in a manner consistent with city requirements.
6. Structures outside the enclosed building must be approved for FEMA standards, in accordance with the floodplain management ordinance. Portable features





must be site plan approved with emergency management protocol for removal in the event of a flooding event.

7. No amplified sound is allowed between the hours of ~~8:00 PM and 8:00 AM~~9pm-7:30am Sunday through Thursday, and 11pm-7:30 on Friday, Saturday and the evening before a national holiday, and all city codes must be respected regarding noise or other nuisance activities.
8. Mobile or off-site vending, to include the delivery of food and beverage to public land or right-of-way, including to Tom and Kitty Stuart Park, surrounding outdoor areas, is not permitted.
9. No chairs or tables supplied or contracted for supply by the applicant will be placed on the public beach.
10. The parking area located east of Gulf Blvd is for parking only. No other activities will be conducted on that portion of the site.
11. All fees and fines associated with the building and development process must be paid as a condition of the issuance of this approval.

Submitted by:

Linda Portal, MPA, CFM  
Community Development Director





**MEMORANDUM**

TO: Hon. Mayor and Board of Commissioners

THROUGH: Robert Daniels, City Manager

FROM: Linda Portal, Community Development Director 

DATE: 1/11/2021

**RE: ABP 2021-03 Public Hearing to consider a request by Marcus Winters, on behalf of SFMB Madeira Beach, LLC, for an Alcoholic Beverage Use, associated with a 4COP License, for a Beer, Wine, and Liquor Consumption on Premises, with the stated intent to sell liquor, beer, and wine by drink or in sealed containers for consumption on premises of Caddy's Madeira Beach at 14080 Gulf Blvd, Madeira Beach, FL 33708, only.**

**Background**

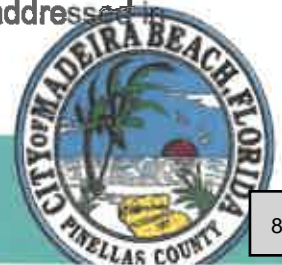
Section 110-534(a) of the Madeira Beach Code of Ordinances requires approval of the Board of Commissioners to establish an alcoholic beverage use, including consideration of all requirements under Section 110-532.

Pursuant to Section 110-539, the Notice of Public Hearing has been properly sent to all property owners within 300 feet of the subject property 15 days prior to the scheduled consideration by the Board of Commission. Such notice has also been posted on the subject property.

Sec. 110-532, requires that when considering the alcoholic beverage application, the Board of Commissioners shall consider the following factors. Staff analysis follows each:

- (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.**

Gulf Blvd is a major commercial corridor with various restaurants, bars, and hotels that serve alcohol. Restaurants are a permitted use in the R-3 Medium Density Multifamily Residential Zoning District. Restaurants can serve alcohol in R-3 Zoning with some restrictions. To be classified as a restaurant, Section 110-527 requires the combined gross sales of the business operation must be more than 60 percent attributable to the sale of food and nonalcoholic items. The use of restaurant was addressed in neighborhood meetings and public hearing when discussing the development agreement associated with this use. The restaurant and its inclusion of alcohol use is addressed in



the development agreement, which requires all city code definitions be met including the requirement for this hearing and the approval of the BOC. Concerns over the effect of the alcohol use, center on potential noise, the possible extension of service onto the public beach, associated debris on the beach and parking access after park hours. The site is immediately adjacent to a residential use and music type, timing and volume must be limited to protect that use. The use can be expected to impact parking availability at Tom and Kitty Stewart Park even though the development has added several additional spaces to the parking lot. The access to the spaces in the park and access to the public restrooms from the street will be restricted between 10 p.m. and 6 a.m. The development agreement allowed for an outside bar area. Customers ordering food and drink at the bar and then taking it back to the beach will potentially increase litter on the beach. There is a prohibition of glass containers on the beach and a strong littering code that will apply. Also, the service of food and drink on the beach is prohibited. Delivery services and/or equipment, including tables, and chairs may not be regularly employed by the restaurant and/or individual customers for off-site service. In addition to the service providers being found in conflict with this permit, they should be cited for vending without a license to protect the beach, dunes, protected species, and surrounding properties from negative impacts of unregulated traffic, noise, litter, and environmental threat.

**(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.**

Gulf Boulevard has various restaurants along the corridor that already serve alcohol. Food would be the primary focus of the restaurant, while alcohol would be secondary to and compliment the food. There are various hotels and vacation rental condo buildings within walking distance of the restaurant. There is a signalized pedestrian crosswalk near the restaurant. The restaurant will have bike racks and Gulf Blvd is equipped with bike lanes. This is not a free-standing bar activity and so is not anticipated to create traffic additional to that approved for the restaurant but only to expand the menu.

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

The alcoholic beverage request is compatible with zoning under limited definition and with the development agreement. The R-3 zoning district does allow a limited mix of commercial uses including those that serve food and alcohol. Along the Gulf Blvd corridor other uses that sell packaged alcohol are also allowed. Additionally, the location meets the distance requirements of Section 110-530 of the Land Development Regulations, which restricts establishments that serve alcohol to being no closer than 300 feet from property occupied by an established 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.**

Food and Alcohol sold at this premises are only allowed to be served on-site in the restaurant facility. Food and Alcohol are not allowed to be served on the beach nor are tables or chairs allowed on the beach. These conditions are designed to protect environmental resources and the integrity of the land use and zoning designation upon which surrounding property owners rely for the protection of property value and quality of life. The subject site is along a commercial corridor that includes uses that are compatible with an establishment that serves alcoholic beverages.

**(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 building is not complete at this time and is required to undergo several more inspections and development activities before the Certificate of Occupancy is Issued. Each inspection will require a fee to be paid at the time, or before the service is provided.

**Fiscal Impact**

N/A

**Recommendation:**

Staff recommends approval with the following conditions:

1. Alcohol service is allowed only on site and in conjunction with restaurant and an annual audit will be submitted to the city for review to show 60% of revenue from the restaurant/bar operation is derived from the sale of food.
2. The restaurant and associated activity will be located on existing impervious surface, within the approved site plan area, inside the coastal construction control line, and will not impact the surrounding dunes or beach.
3. Lighting meets ordinance requirements for sea turtle conservation.
4. If the restaurant or bar activity proves to increase activity on the beach at night, the operations will be suspended from dusk until dawn daily during sea turtle nesting season, from April 1<sup>st</sup> to November 30<sup>th</sup> of each year.
5. Both on-site and off-site litter resulting from operation of the commercial use of the property must be managed by the restaurant in a manner consistent with city requirements.
6. Structures outside the enclosed building must be approved for FEMA standards, in accordance with the floodplain management ordinance. Portable features



must be site plan approved with emergency management protocol for removal in the event of a flooding event.

7. No amplified sound is allowed between the hours of 8:00 PM and 8:00 AM and all city codes must be respected regarding noise or other nuisance activities.
8. Mobile or off-site vending, to include the delivery of food and beverage to surrounding outdoor areas, is not permitted.
9. No chairs or tables supplied or contracted for supply by the applicant will be placed on the beach.
10. The parking area located east of Gulf Blvd is for parking only. No other activities will be conducted on that portion of the site.
11. All fees and fines associated with the building and development process must be paid as a condition of the issuance of this approval.

**Attachment(s):**

- Application
- Public Notice
- Mailing List with Pictures of Postings





ABP #: 2020-03

**CITY OF MADEIRA BEACH**  
PLANNING & ZONING DEPARTMENT  
300 MUNICIPAL DRIVE + MADEIRA BEACH, FLORIDA 33708  
(727) 391-9951 EXT. 235 + FAX (727) 399-2131  
Email: [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov)

**ALCOHOLIC BEVERAGE PERMIT APPLICATION**

Applicant's Name: Marcus winters

Type of License Requested: 4 COP

Name of Partnership, Corporation, LLC (if applicable): SFMB Madeira Beach LLC

Mailing Address: 9240 16<sup>th</sup> St N St Petersburg FL 33716

Phone(s): 8136795226 Email: MARCUS@SUNPUBS.COM

Type of Ownership:  Individual  Partnership  Corporation  LLC

Name of Business: Caddy's Madeira Beach Business Phone: 8136795226

Physical Address: 14080 Gulf Blvd, Madeira Beach, FL 33708

Parcel #: 10/31/15/34344/001/0010

Legal Description: see attached paper too long to fit.

Number of Seats: Inside: 117 Outside: 100

Zoning District:

- |   |  |
|---|--|
| <input type="checkbox"/> C-1 Tourist Commercial         | <input type="checkbox"/> C-2 John's Pass Marine Commercial |
| <input type="checkbox"/> C-3 Retail Commercial          | <input type="checkbox"/> C-4 Marine Commercial             |
| <input checked="" type="checkbox"/> R-3 Only Restaurant |  |

Classification:

- |  |  |
|--|--|
| <input type="checkbox"/> Package store, beer & wine        | <input type="checkbox"/> Retail Store, beer, wine                    |
| <input type="checkbox"/> Package store, beer, wine, liquor | <input checked="" type="checkbox"/> Restaurants                      |
| <input type="checkbox"/> Bar                               | <input type="checkbox"/> Club <input type="checkbox"/> Charter Boats |

Number of Parking Spaces: 36 HC Parking Spaces: 2 Bike Racks: 2

Hours of Operation:

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 or professional use 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 119.0715 are subject to public access request.



M: 8-11

F: 8-12

Tu: 8-11

S: 8-12

W: 8-11

Su: 8-11

Th: 8-12

General Description of Business: Full Service Restaurant.

Supporting Materials Required:

Property Owner's Written Approval  
 Site Plan

Property Survey  
 Signed Certificate of Wet Zone

Questionnaire: On a separate piece of paper, 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.

**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: Marco Winter Date: 1/7/2021

DISCLAIMER: According to Florida Statutes, Chapter 119 and the policy of this state that all state records and records of 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 FS 119.071 and 119.073a are subject to public record requests.



**\*\*For City of Madeira Beach Use Only\*\***

**Fee:** \$500.00     Check # \_\_\_\_\_     Cash     Receipt # 25820

**Date Received:** 1-17-21    **Received by:** \_\_\_\_\_

**ABP# Assigned:** 2021-03

**BOC Hearing Date:** 1-27-21     Approved     Denied

*Linda Pate*  
Community Development Director

**Date:** 1-8-2021

*[Signature]*  
City Manager

**Date:** 1-11-2021

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 § 119.071 and 119.073 are exempt to public records requests.



**ALCOHOLIC BEVERAGE PERMIT APPLICATION**

**Legal Description**

GULF SHORES 2ND ADD BLK A, LOT A LESS SE'LY 63.66FT TOGETHER WITH THAT PART OF SW  
1/4 OF SEC 10-31-15 DESC AS BEG W'LY COR OF SD LOT A TH S48D 2'6"15"E 116.46FT TH  
S42D12'52"W 21.22FT TO COASTAL CONSTRUCTION CONTROL LINE TH ALG SD LINE  
N48D40'58"W 116.47FT TH N42D12'52"E 21.72FT TO POB

## ALCOHOLIC BEVERAGE PERMIT APPLICATION

### Legal Description

GULF SHORES 2ND ADD BLK A, LOT A LESS SE'LY 63.66FT TOGETHER WITH THAT PART OF SW 1/4 OF SEC 10-31-15 DESC AS BEG W'LY COR OF SD LOT A TH S48D 2 6'15"E 116.46FT TH S42D12'52"W 21.22FT TO COASTAL CONSTRUCTION CONTROL LINE TH ALG SD LINE N48D40'58"W 116.47FT TH N42D12'52"E 21.72FT TO POB

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.

We will be providing a site down restaurant setting with full three course menu and a bar serving full menu also. We have a proven track record at other locations to be an addition to the city rather than a hindrance. We do not attract or cater to the young party crowd.

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.

We have worked hard with the DOT to provide a safe traffic system entering and leaving our restaurant. We also frequently use promotions with UBER and Lyft to encourage our customers to use the system and reduce the amount of traffic congestion.

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

We operate a seafood restaurant and provide a beach themed atmosphere that blends in with the community

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

Our Restaurant does not engage in any activities that will affect 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.

There are no outstanding balances

**SFMB Mad Beach Property LLC  
9740 16 St N,  
St Petersburg, FL 33716**

**01/07/2021**

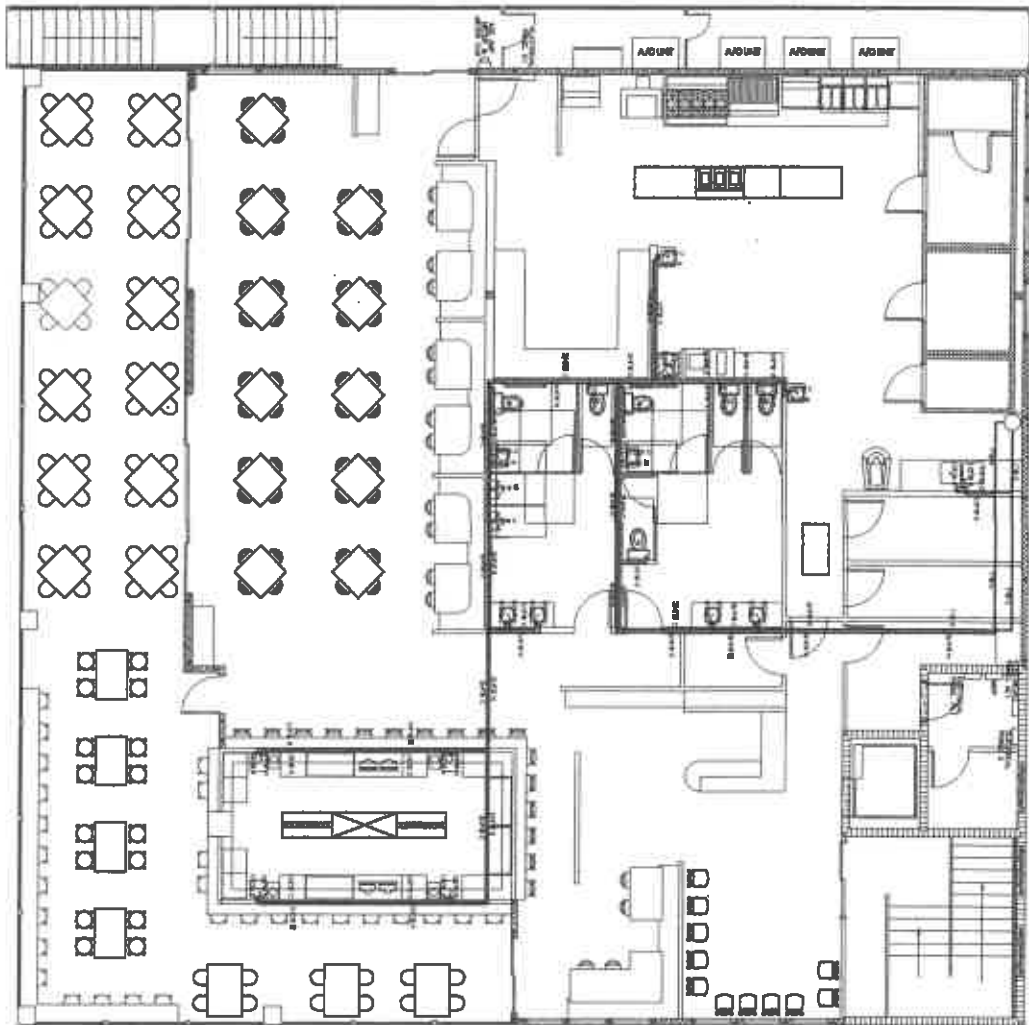
**To City of Madeira Beach**

**As a representative of SFMB Mad Beach Property LLC we give full permission to Caddy's (SFMB Madeira Beach) to obtain a liquor License and operate at restaurant at 14080 Gulf Blvd, Madeira Beach, FL 33708.**

**Yours Sincerely**

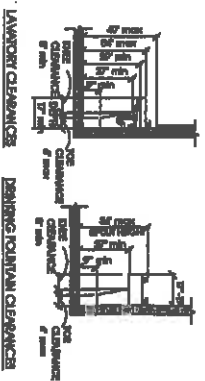
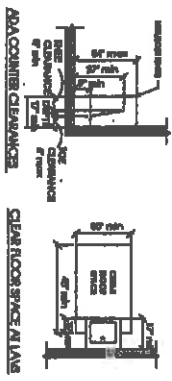
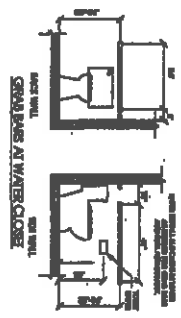
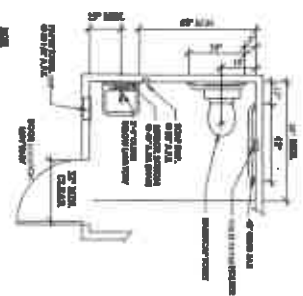


**Marcus Winters**



**2ND LEVEL WATER PLUMBING PLAN**  
 2014.08.01  
 2014.08.01

**HANDICAP TOILET ROOM**



GULF GRILL

**EG-ENGINEERING GREAT IDEAS, INC.**  
 10000 W. 10th Street, Suite 100  
 Denver, CO 80231  
 Phone: 303.751.1000  
 Fax: 303.751.1001  
 www.eg-engineering.com





# MEMORANDUM

## PUBLIC NOTICE

The Board of Commissioners of the City of Madeira Beach, Florida, will hold a Public Hearing on **WEDNESDAY, February 10<sup>th</sup>, 2021** at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Commission Chambers at 300 Municipal Drive, Madeira Beach, Florida, to review the application for the approval of a 4COP alcoholic beverage license for consumption of beer, wine, and liquor on the premises.

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### 4COP LICENSE ALCOHOLIC BEVERAGE APPLICATION # ABP 2021-03

**Applicant:** Marcus Winters for SFMB Madeira Beach, LLC

**Business Location:** 14080 Gulf Blvd Madeira Beach, FL 33708

**Business:** Caddy's Madeira Beach

**Permit Request:**

Pursuant to City Code Section 110-539, Consideration of Alcoholic Beverage Application, ABP 2021-03, Caddy's Madeira Beach is requesting a Beer, Wine, and Liquor on Premises (4COP) License. This license allows beer, wine, and liquor consumption on premises. The restaurant is located in R-3 zoning.

**Note:**

You have received this notice 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.

Public comments can also be submitted by email through the Public Comment form located on the front page of the City of Madeira Beach website at <https://madeirabeachfl.gov>. Comments are accepted up to three hours prior to start of the meeting and will be read aloud during the meeting. Please limit your comments to 400 words as the comments are limited to three minutes.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting must contact Community Development Director, Linda Portal no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 255 or 223 or a written request to [lportal@madeirabeachfl.gov](mailto:lportal@madeirabeachfl.gov).



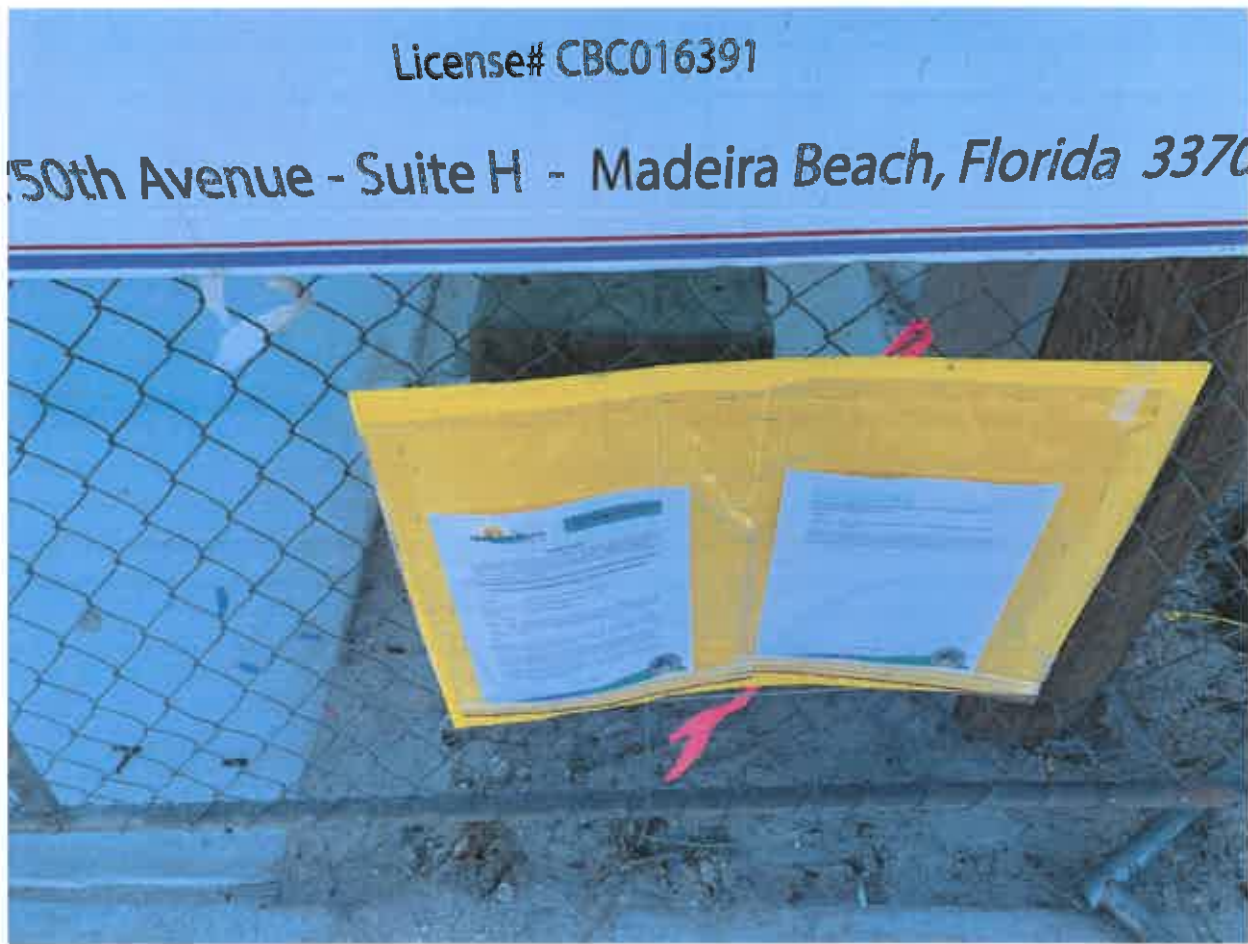
The completed application is on file in the Office of Community Development and may be reviewed during regular business hours.

**Posted:**

January 11th, 2021 @ Property Site, City Hall, City of Madeira Beach Website Posting Locations.

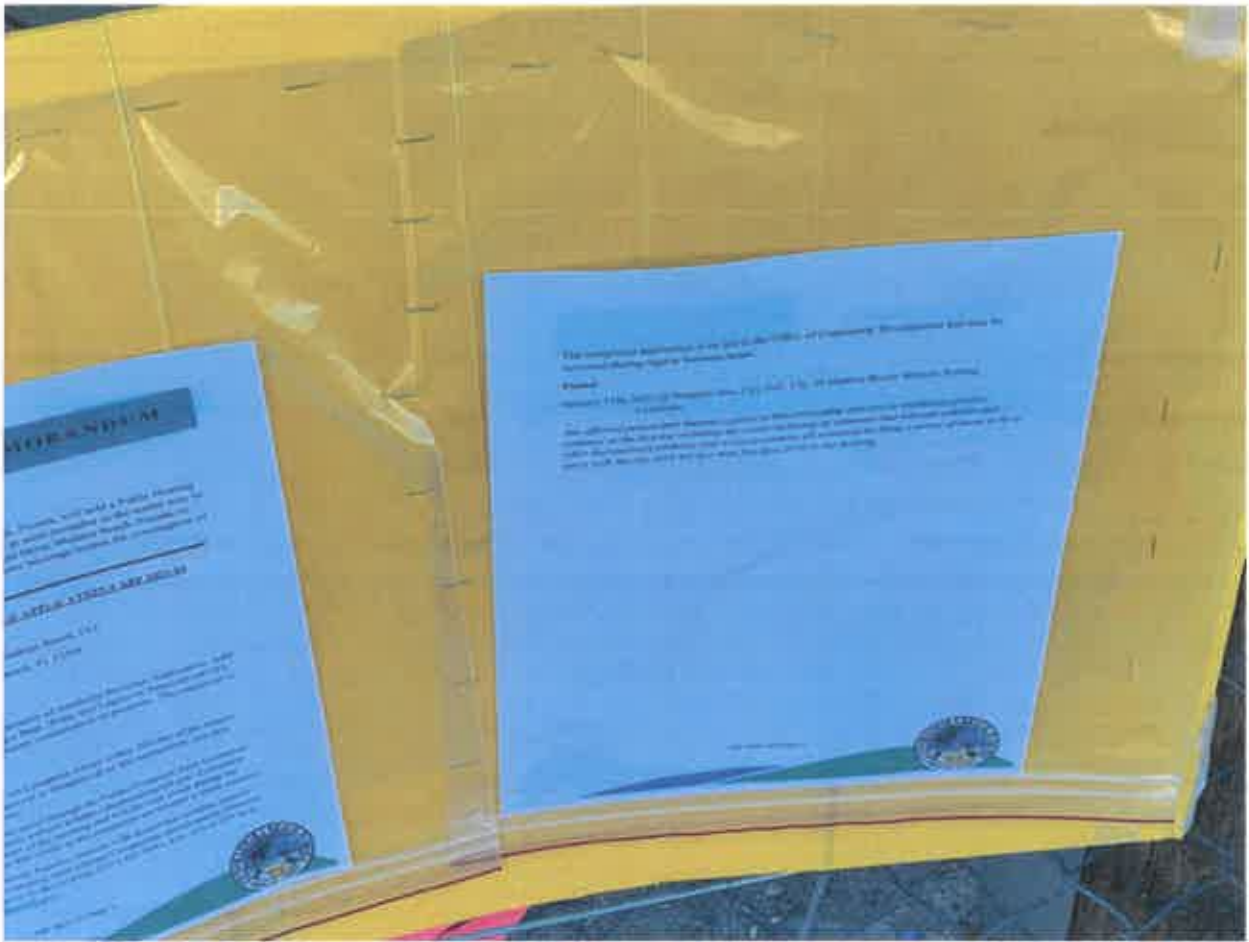
*Any affected person may become a party to this proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a notice of intent to be a party with the city clerk not less than five days prior to the hearing.*

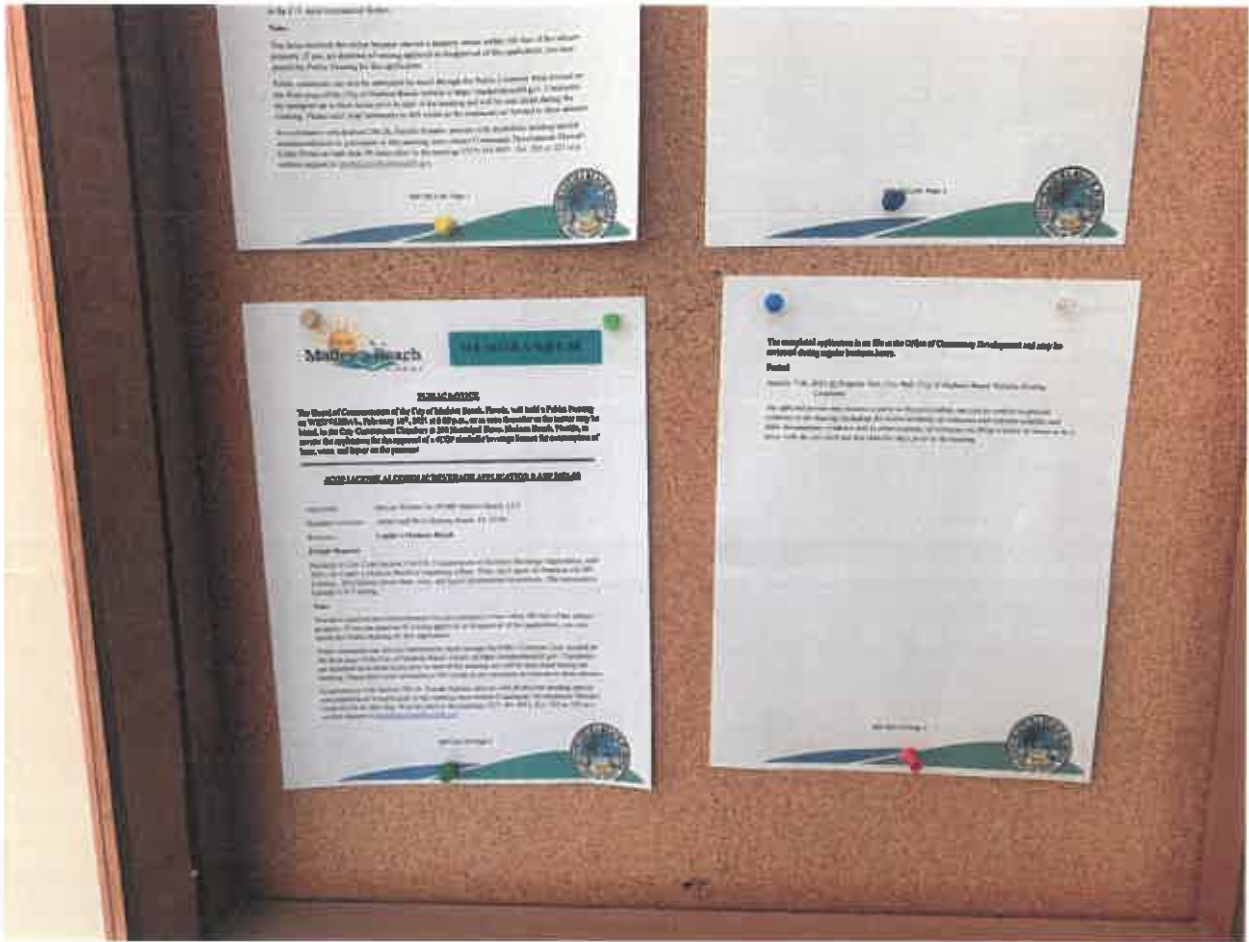












**Public Hearing Notice**

The Board of Commissioners of the City of Madison Beach, Florida, will hold a Public Hearing on February 14<sup>th</sup>, 2017, at 6:00 p.m., at the location listed below to receive comments from the public on the proposed Madison Beach Water Treatment Plant. The public hearing will be held at the location listed below on the date and time listed below. The public hearing will be held at the location listed below on the date and time listed below. The public hearing will be held at the location listed below on the date and time listed below.

**Public Hearing Agenda**

The public hearing will be held at the location listed below on the date and time listed below. The public hearing will be held at the location listed below on the date and time listed below. The public hearing will be held at the location listed below on the date and time listed below. The public hearing will be held at the location listed below on the date and time listed below.

**Public Hearing Transcript**

The Board of Commissioners of the City of Madison Beach, Florida, will hold a Public Hearing on February 14<sup>th</sup>, 2017, at 6:00 p.m., at the location listed below to receive comments from the public on the proposed Madison Beach Water Treatment Plant. The public hearing will be held at the location listed below on the date and time listed below. The public hearing will be held at the location listed below on the date and time listed below. The public hearing will be held at the location listed below on the date and time listed below.

**Public Hearing Report**

The public hearing will be held at the location listed below on the date and time listed below. The public hearing will be held at the location listed below on the date and time listed below. The public hearing will be held at the location listed below on the date and time listed below. The public hearing will be held at the location listed below on the date and time listed below.



MEMORANDUM

PUBLIC NOTICE

The Board of Commissioners of the City of Madison Beach, Florida, will hold a Public Hearing on WEDNESDAY, February 10<sup>th</sup>, 2021 at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Commissioners Chambers at 300 Municipal Drive, Madison Beach, Florida, to review the application for the approval of a 4COP alcoholic beverage license for consumption of beer, wine, and liquor on the premises.

4COP LICENSE ALCOHOLIC BEVERAGE APPLICATION # ABP 2021-03

Applicant: Marcus Wilton for SPMB Madison Beach, LLC

Business Location: 14080 Gulf Blvd Madison Beach, FL 33708

Business: Caddy's Madison Beach

Permit Request:

Pursuant to City Code Section 110-53D, Consideration of Alcoholic Beverage Application, ABP 2021-03, Caddy's Madison Beach is requesting a Beer, Wine, and Liquor on Premises (4COP) License. This license allows beer, wine, and liquor consumption on premises. The restaurant is located in X-3 zoning.

Notes:

You have received this notice 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.

Public comments can also be submitted by email through the Public Comment form located on the front page of the City of Madison Beach website at <http://www.ci.madisonbeach.fl.us>. Comments are accepted up to three hours prior to start of the meeting and will be read aloud during the meeting. Please limit your comments to 400 words as the comments are limited to three minutes.

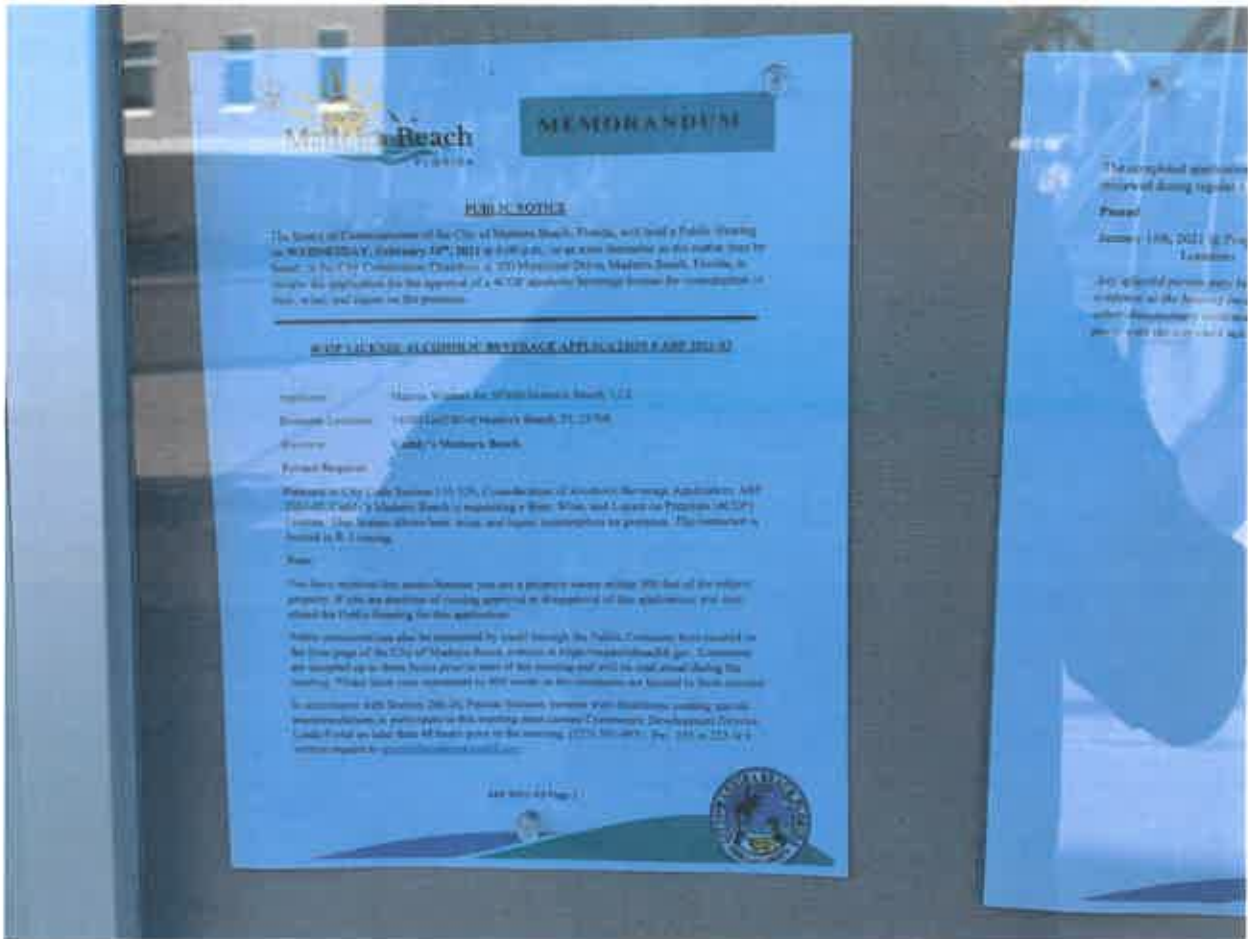
In accordance with Section 218.36, Florida Statutes, persons with disabilities needing special accommodations or assistance in this meeting, should contact the Commission Development Director, Linda Pineda by email three (3) hours prior to the meeting, (772) 391-9933, Fax: 235 or 333 or a written request to [lpineda@madisonbeach.fl.us](mailto:lpineda@madisonbeach.fl.us).



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**MEMORANDUM**

**PUBLIS ROYAL**

The Board of Commissioners of the City of Maitland, Florida, will hold a Public Hearing on **WEDNESDAY, February 10<sup>th</sup>, 2011 at 6:00 p.m.** at **6:00 p.m.** in the **City Council Chamber** located at **1000 East State Street, Suite 200, Maitland, Florida**, to receive the application for the approval of a **4-C2F** alcoholic beverage license for consumption in **bars, clubs, and taverns** for the premises:

**WUP LICENSE ALCOHOLIC BEVERAGE APPLICATION # 1001-11-07**

**Applicant:** Maitland's Mothers Beach, LLC  
**Business Location:** 1000 East State Street, Suite 200  
**Address:** Maitland's Mothers Beach  
**Forward Request:**

**Reference:** City Code Section 115.10, Consolidation of Alcoholic Beverage Applications; ADF 2007-017 (City of Maitland's Mothers Beach is requesting a **Class C** and **License for Premises (4-C2F)** license. **Use, Status, Address, Area, and Square Footage** as per permit. The contract is located in **B.1** listing.

**Note:**  
This item is restricted to **adults** because you are a **premier** venue within 300 feet of the subject property. If you are desiring to **request approval** or **disapproval** of the application and **attend** the Public Hearing for this application.

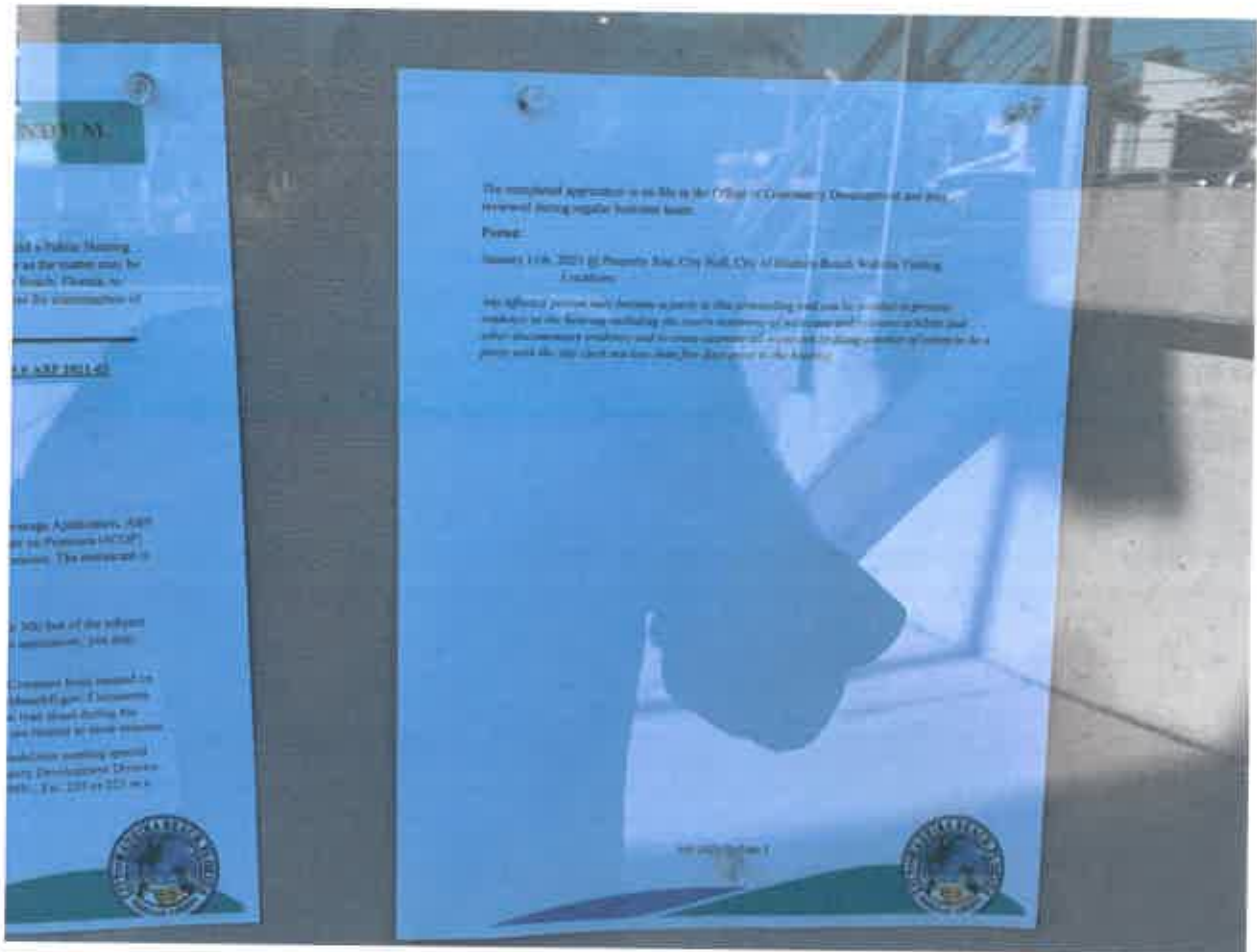
**Public comment** may also be requested by **hand** through the Public Comment form located on the first page of the City of Maitland's Mothers Beach address at **1000 East State Street, Suite 200**. Comments are accepted upon these forms prior to start of the meeting and will be read aloud during the meeting. **Public** input may be requested by **hand** in the comments as located in **B.1** listing.

In accordance with Section 218.30, Public Hearing, persons with disabilities seeking special accommodations in participating in this meeting must contact: Community Development Services, Council of the City of Maitland, 1000 East State Street, Suite 200, Maitland, FL 32751 or 407-895-1234 or 407-895-1235 for more information.

400 West 4th Street



The completed application  
must be filed during regular  
business hours.  
Please call  
407-895-1234 or 407-895-1235  
for more information.







**MEMORANDUM**

**PUBLIC NOTICE**

The Board of Commissioners of the City of Madeira Beach, Florida, will hold a Public Hearing on **WEDNESDAY, January 27<sup>th</sup>, 2021** at 5:45 p.m., or as soon thereafter as the matter may be heard, in the City Commission Chambers at 300 Municipal Drive, Madeira Beach, Florida, to review the application for the approval of a 4COP alcoholic beverage license for consumption of beer, wine, and liquor on the premises.

---

**4COP LICENSE ALCOHOLIC BEVERAGE APPLICATION # ABP 2021-03**

**Applicant:** Marcus Winters for SFMB Madeira Beach, LLC

**Business Location:** 14080 Gulf Blvd Madeira Beach, FL 33708

**Business:** Caddy's Madeira Beach

**Permit Request:**

Pursuant to City Code Section 110-539, Consideration of Alcoholic Beverage Application, ABP 2021-03, Caddy's Madeira Beach is requesting a Beer, Wine, and Liquor on Premises (4COP) License. This license allows beer, wine, and liquor consumption on premises. The restaurant is located in R-3 zoning.

**Note:**

You have received this notice 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.

Public comments can also be submitted by email through the Public Comment form located on the front page of the City of Madeira Beach website at <https://madeirabeachfl.gov>. Comments are accepted up to three hours prior to start of the meeting and will be read aloud during the meeting. Please limit your comments to 400 words as the comments are limited to three minutes.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting must contact Community Development Director, Linda Portal no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 255 or 223 or a written request to [lportal@madeirabeachfl.gov](mailto:lportal@madeirabeachfl.gov).



The completed application is on file in the Office of Community Development and may be reviewed during regular business hours.

**Posted:**

January 11th, 2021 @ Property Site, City Hall, City of Madeira Beach Website Posting Locations.

*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 a notice of intent to be a party with the city clerk not less than five days prior to the hearing.*





MEMORANDUM

PUBLIC NOTICE

The Board of Commissioners of the City of Madeira Beach, Florida, will hold a Public Hearing on WEDNESDAY, January 27th, 2021 at 5:45 p.m. or as soon thereafter as the matter may be heard, in the City Commission Chamber at 300 Municipal Drive, Madeira Beach, Florida, to review the application for the approval of a 4COP alcoholic beverage license for consumption of beer, wine, and liquor on the premises.

4COP LICENSE ALCOHOLIC BEVERAGE APPLICATION # ABP 2021-01

Applicant: Marcus Winters for SFMB Madeira Beach, LLC
Business Location: 14080 Gulf Blvd Madeira Beach, FL 33708
Business: Caddy's Madeira Beach

Permit Request:

Pursuant to City Code Section 110-929, Consideration of Alcoholic Beverage Application, ABP 2021-01, Caddy's Madeira Beach is requesting a Beer, Wine, and Liquor on Premises (4COP) License. This license allows beer, wine, and liquor consumption on premises. The restaurant is located in R-3 zoning.

Note:

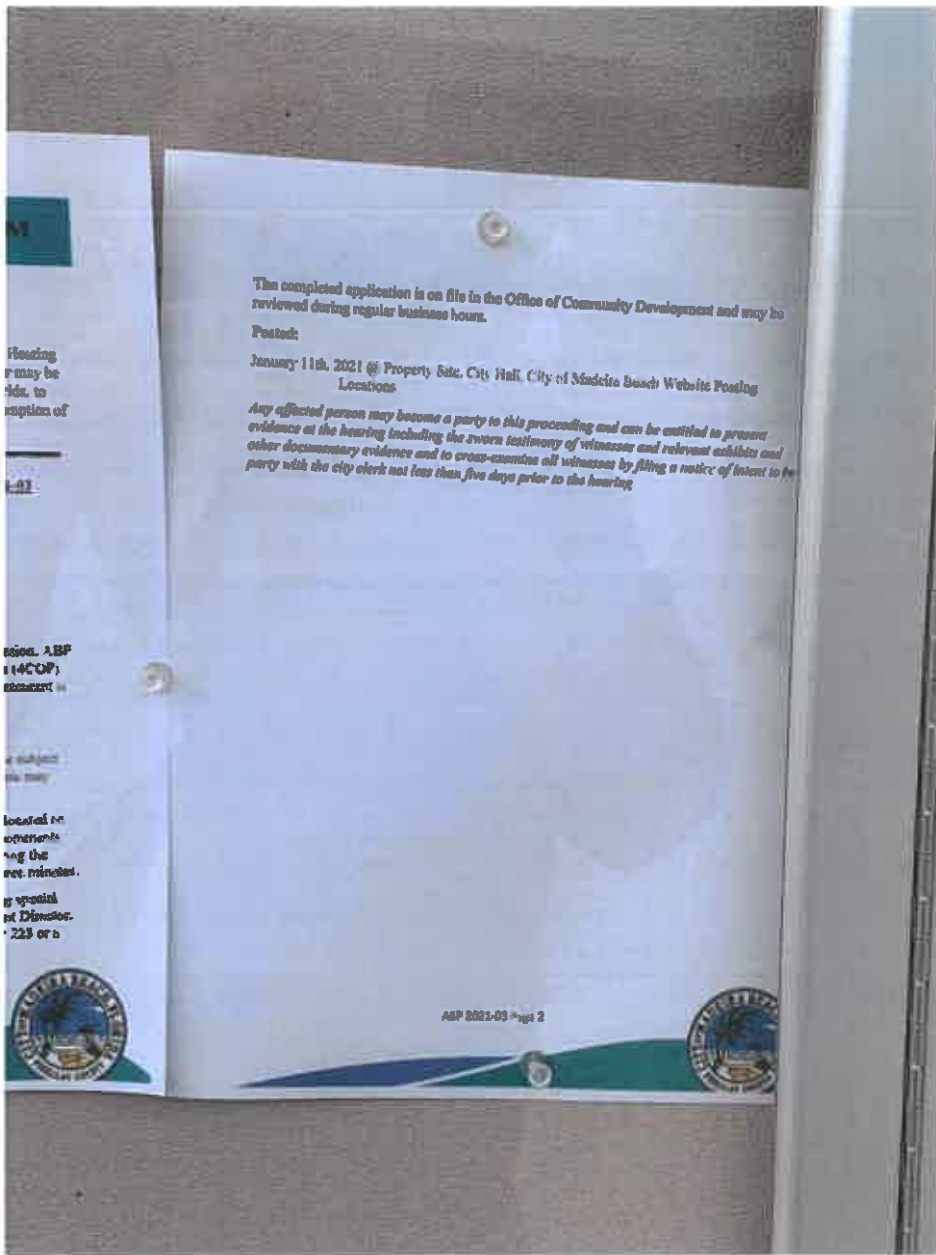
You have received this notice because you are a property owner within 300 feet of the subject property. If you are desirous of teleing approval or disapproval of this application, you may attend the Public Hearing for this application.

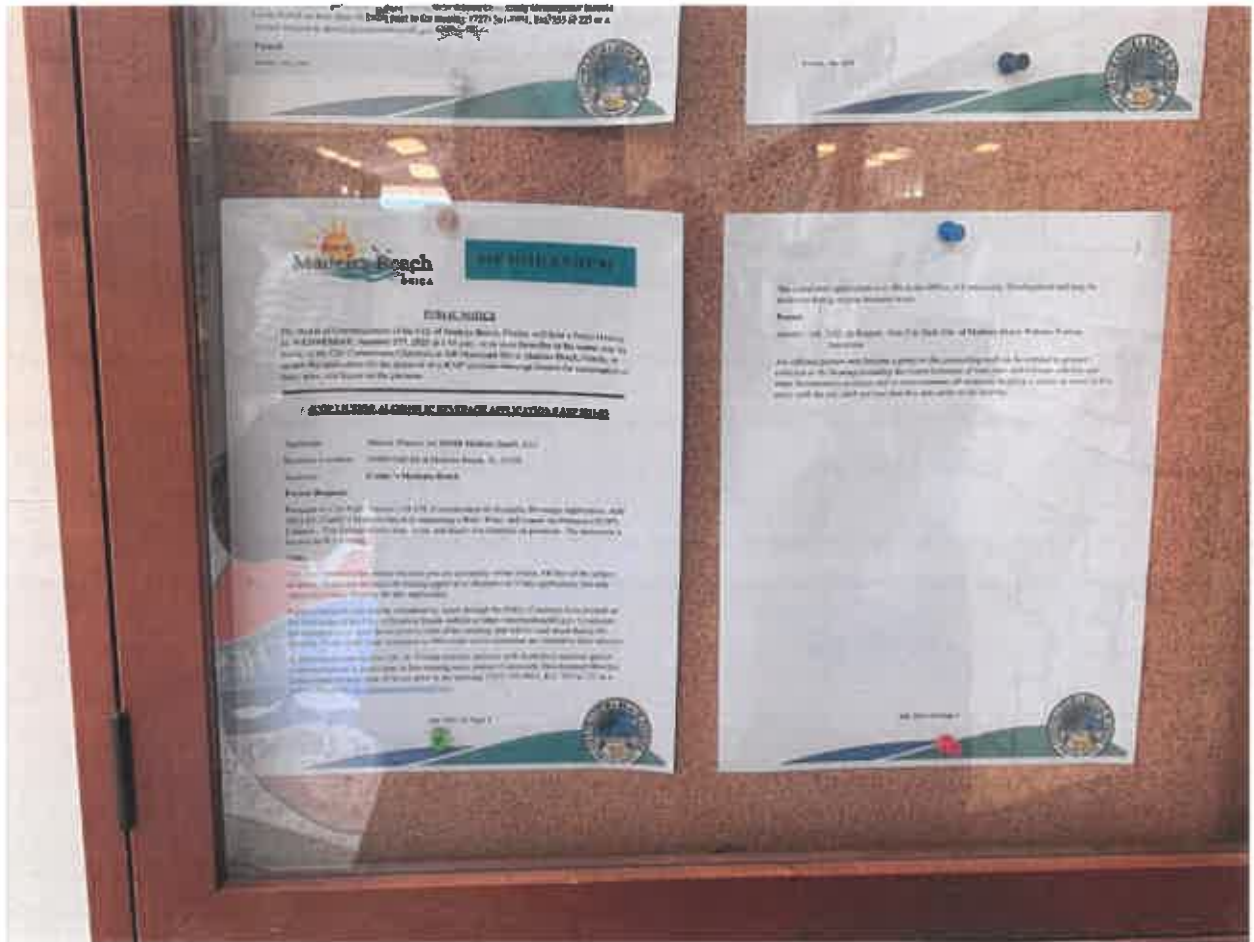
Public comments can also be submitted by email through the Public Comment form located on the front page of the City of Madeira Beach website at https://madeirabeachfl.gov. Comments are accepted up to three hours prior to start of the meeting and will be read aloud during the meeting. Please limit your comments to 400 words as the comments are limited to three minutes.

In accordance with Section 206.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting must contact Community Development Director, Linda Perini no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 255 or 223 or a written request to linda.perini@madeirabeachfl.gov.



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party





**PUBLIC NOTICE**

The Board of Commissioners of the City of Madeira Beach, Florida, will hold a Public Hearing on **WEDNESDAY, January 27<sup>th</sup>, 2021** at 5:45 p.m. or as soon thereafter as the matter may be heard, in the City Commission Chambers at 300 Municipal Drive, Madeira Beach, Florida, to **review** the application for the approval of a 4COP alcoholic beverage license for consumption of beer, wine, and liquor on the premises.

**4COP LICENSE ALCOHOLIC BEVERAGE APPLICATION # ABP 2021-03**

**Applicant:** Marcus Winters for SFMB Madeira Beach, LLC

**Business Location:** 14080 Golf Blvd Madeira Beach, FL 33708

**Business:** Caddy's Madeira Beach

**Permit Request:**

Pursuant to City Code Section 110-539, Consideration of Alcoholic Beverage Application, ABP 2021-03, Caddy's Madeira Beach is requesting a Beer, Wine, and Liquor on Premises (4COP) License. This license allows beer, wine, and liquor consumption on premises. The restaurant is licensed to R-1 zoning.

**NOTE:**

You have received this notice 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.

Public comments can also be submitted by email through the Public Comment form located on the front page of the City of Madeira Beach website at <http://madeirabeachfl.gov>. Comments will be accepted up to three hours prior to start of the meeting and will be read aloud during the meeting. Please limit your comments to 400 words as the comments are limited to three minutes.

In accordance with Section 286.56, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting must contact Community Development Director. **Links posted no later than 48 hours prior to the meeting: (727) 301-0951, Ext. 243 or 223 or a written request to [cityclerk@madeirabeachfl.gov](mailto:cityclerk@madeirabeachfl.gov)**



The complete reviewed document

Posted:

January 11th,

Any affected party with the evidence at the other documents

**ANDUM**

Public Hearing  
matter as the matter may be  
Mesa Beach, Florida. In  
case for consumption of

**DN & ARP 2021-01**

average Application, ARP  
nor on Provision (4COP)  
services. The restaurant is

in 34th feet of the subject  
application, you may

comment form located on  
beachfl.gov. Comments  
read aloud during the  
or limited to three minutes.  
abilities needing special  
Development Director,  
551, Ext. 225 or 225 or a

The completed application is on file in the Office of Community Development and may be reviewed during regular business hours.

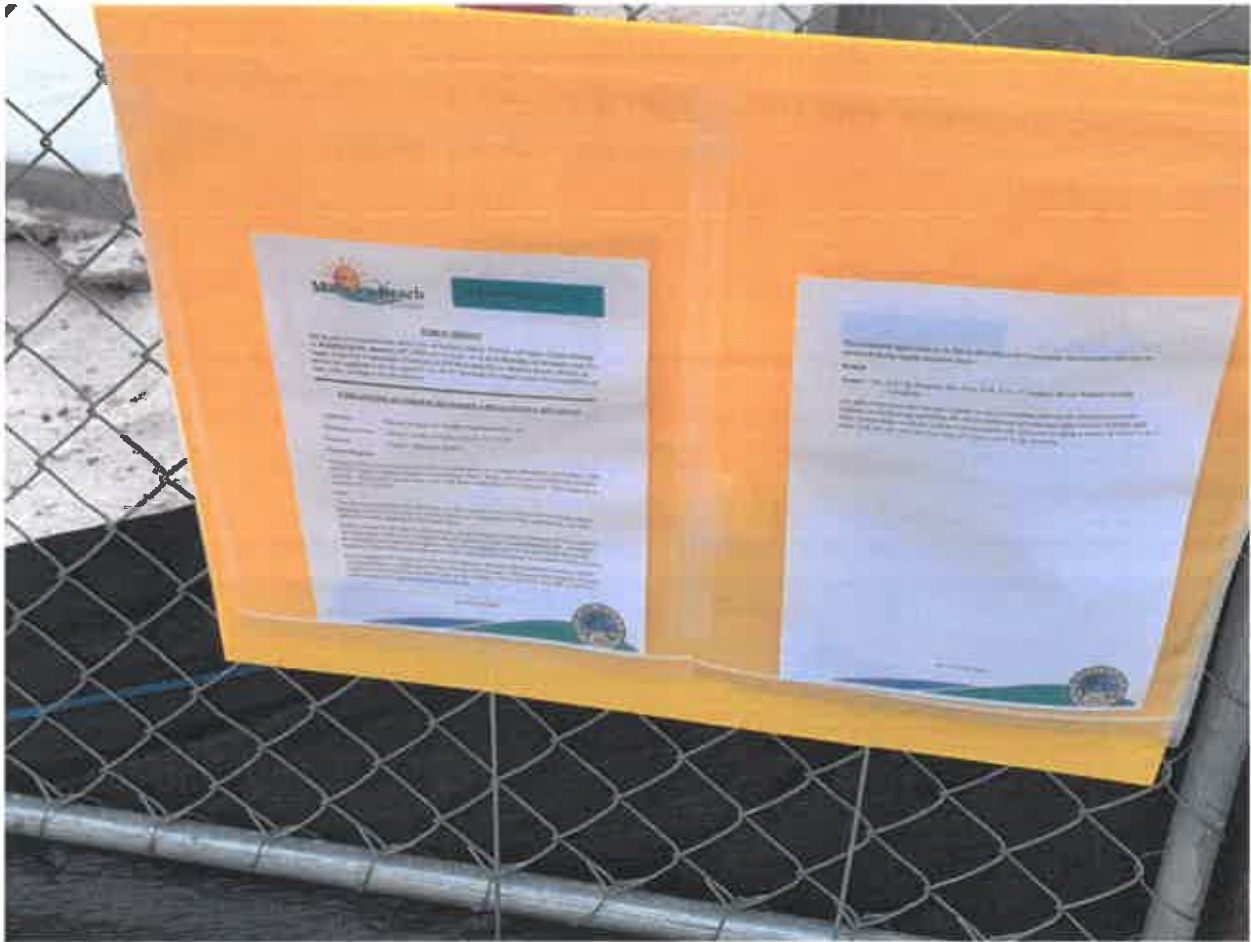
**Posted.**

**January 11th, 2021 @ Property Site: City Hall, City of Madeira Beach Website Posting Locations.**

*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 a notice of motion to be a party with the city clerk not less than five days prior to the hearing.*

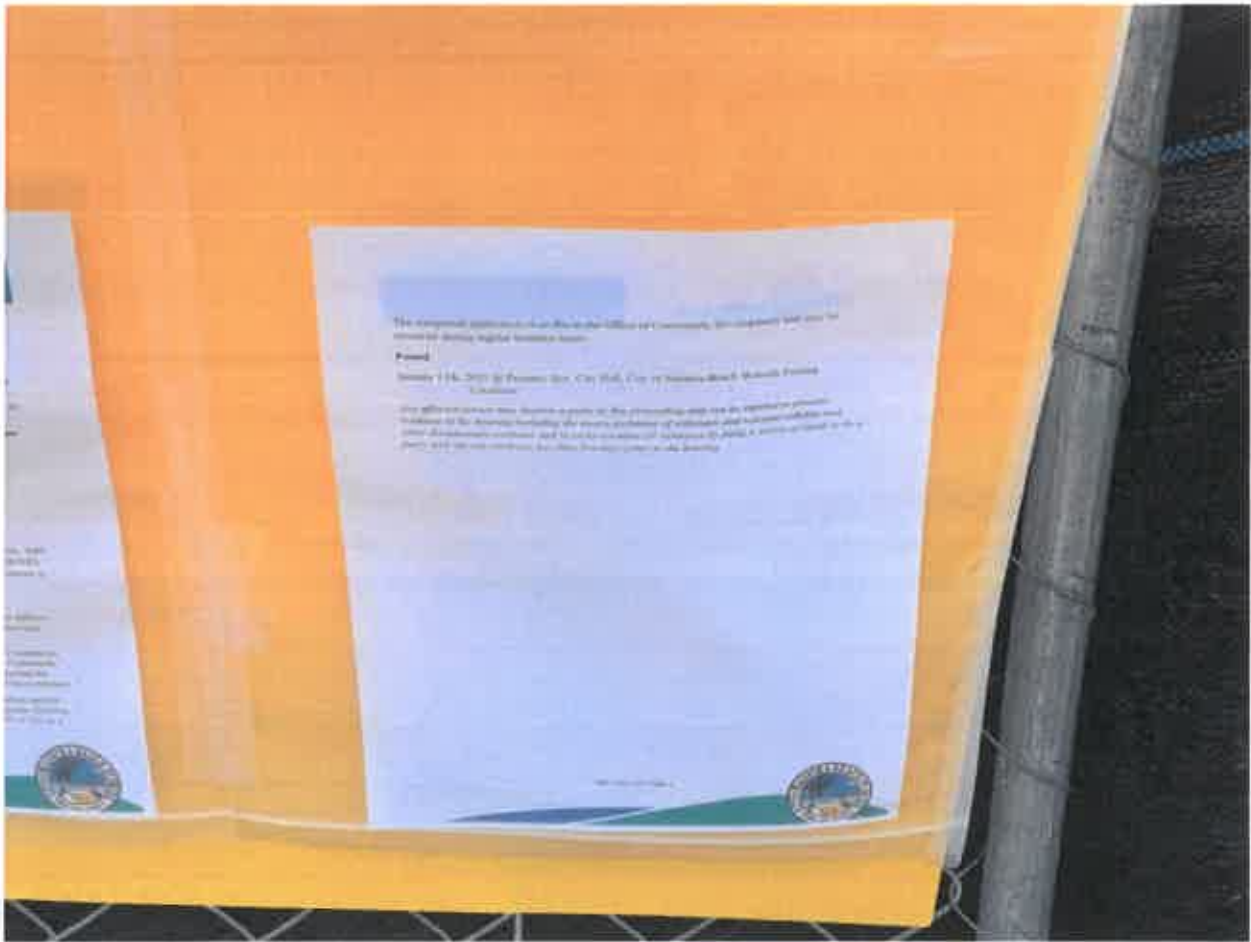
JAN 2021 01 Page 7

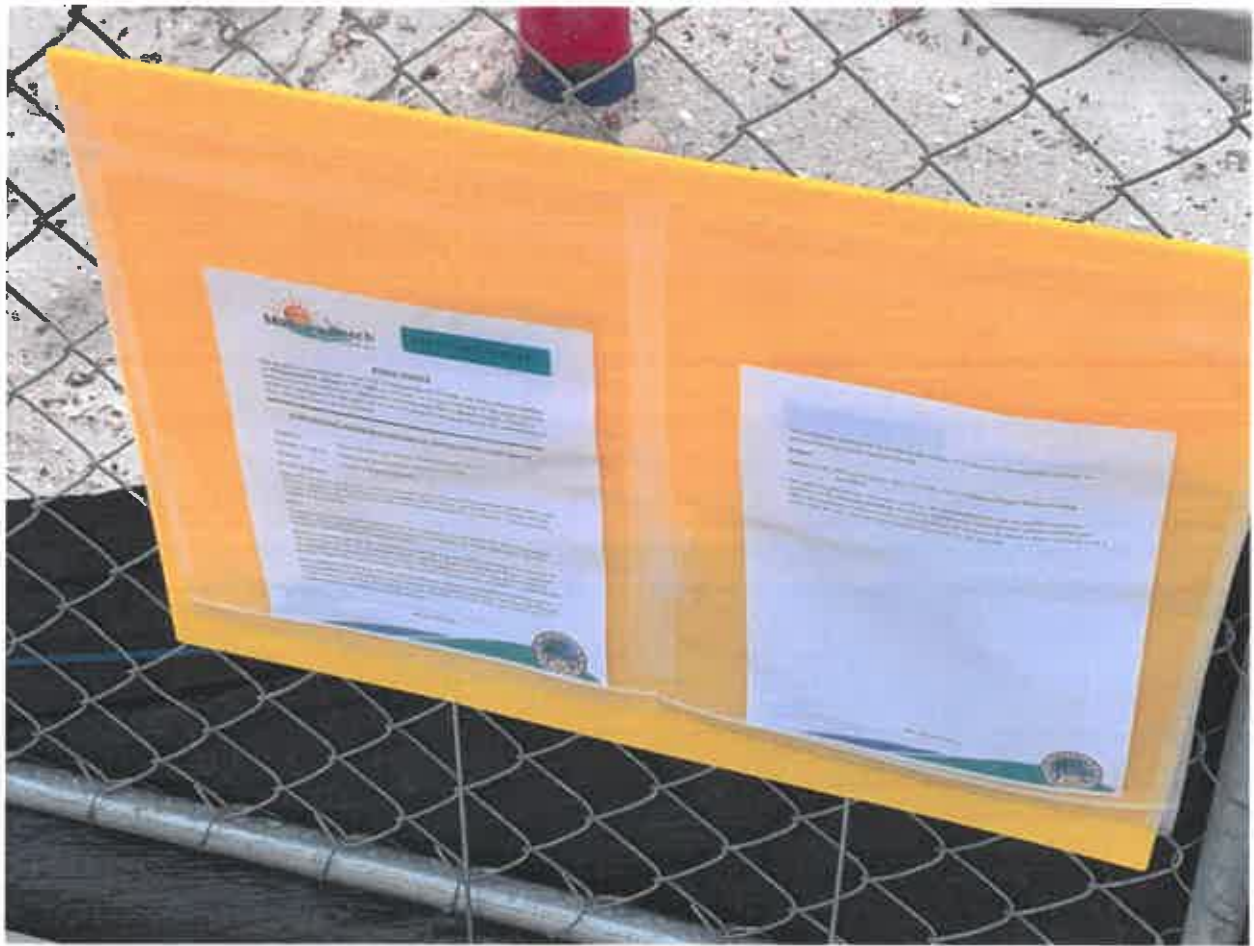














# AFFIDAVIT OF MAILING

Date: 1/11/21

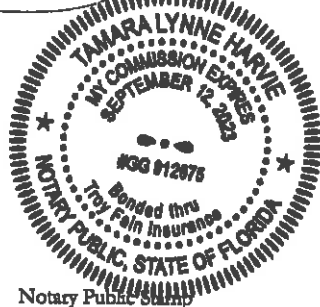
Mailings for Case # 2021-03

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me this day Andrew Morris personally appeared (He) she has mailed public notices to property owners within a 300 foot radius of the subject property.

Sworn and subscribed before me this 11th day of Jan., 20 21

Personally known or produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public

1-11-21  
Date

\*Copy of public notice is attached.



**MIKE TWITTY, MAI, CFA**  
**Pinellas County Property Appraiser**  
 www.pcpao.org      mike@pcpao.org

Item 7B.

Run Date: 08 Jan 2021  
 Subject Parcel: 10-31-15-34344-001-0010  
 Radius: 300 feet  
 Parcel Count: 125  
 Note: Parcels with protected address status are not included in this report.  
 Total pages: 6

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.

**MAIN OFFICE – COUNTY COURTHOUSE**

315 Court St - 2nd Floor  
 Clearwater, FL 33756  
 Office: (727) 464-3207  
 Fax: (727) 464-3448  
 Hearing Impaired:  
 Office: (727) 464-3370  
 Commercial Appraisals:  
 Office: (727) 464-3284

Exemptions:  
 Office: (727) 464-3294  
 Fax: (727) 464-3408  
 Residential Appraisals:  
 Office: (727) 464-3643  
 Tangible Personal Property:  
 Office: (727) 464-8484  
 Fax: (727) 464-8488

**NORTH COUNTY**

29269 US Highway 19 N  
 Clearwater, FL 33761  
 Office: (727) 464-8780  
 Fax: (727) 464-8794

**MID COUNTY**

13025 Starkey Road  
 Co-Located with Tax Collector  
 Largo, FL 33773  
 Office: (727) 464-3207  
 Fax: (727) 464-3448

**SOUTH COUNTY**

1800 66th Street N  
 St. Petersburg, FL 33710  
 Office: (727) 582-7652  
 Fax: (727) 582-7610

ALL MAIL: PO Box 1957 – Clearwater, FL 33757

KABB PROPERTIES LLC  
2832 COBBLESTONE DR  
PALM HARBOR FL 34684-1605

LYLE, JAMES H  
LYLE, CAROL A  
2143 WALKER MOUNTAIN RD  
WEST RUTLAND VT 05777-9875

SAARELA, JILL  
12 ISLAND VIEW DR  
TRAVERSE CITY MI 49696-9497

K K C C PROPERTIES LLC  
4715 MULLINS RD  
TAMPA FL 33614-1411

KRAJINOVIC, STIPE  
KRAJINOVIC, SUZANNE  
119 THIRD LINE  
OAKVILLE ON L6L 3Z7

EDWARD & KAREN SMITH LLC  
11874 WALKER AVE  
SEMINOLE FL 33772-7127

BRUK, DOREEN  
BRUK, JORDAN  
14141 GULF BLVD UNIT 12  
MADEIRA BEACH FL 33708-2234

BROWN, JAMES H  
BROWN, BRIENNE LEE  
1328 10TH AVE  
SAN FRANCISCO CA 94122-2304

CHAN, DALE R  
TRAN, TERESA T  
4780 JAYCOX RD  
AVON OH 44011-3248

GONDA, STEPHEN M JR  
1504 W LEMON ST APT 3  
TAMPA FL 33606-1002

MARCONCONI, GLEN  
14010 GULF BLVD UNIT 401  
MADEIRA BEACH FL 33708-2395

NOORDA, BRENT  
NEWMAN, AMY  
14010 GULF BLVD UNIT 203  
MADEIRA BEACH FL 33708-2395

NABHAN, RONALD K  
NABHAN, MICHELE M  
275 E PAUL REVERE CT  
CHESTERTON IN 46304-9339

XAVIER FAMILY PARTNERSHIP GP LLC  
1911 HERITAGE ESTATES DR  
LAKELAND FL 33803-5411

HARDWICK, MARK  
HARDWICK, JANICE BELL  
6062 DEBRA CT  
PLAINFIELD IN 46168-9311

D J M A K LLC  
14033 PALM ST  
MADEIRA BEACH FL 33708-2216

LAIOSA, ANDREW  
LAIOSA, NANCY  
3 GRANDVIEW AVE  
NANUET NY 10954-2510

MADEIRA PLACE CONDO ASSN INC  
14001 GULF BLVD  
MADEIRA BEACH FL 33708-2264

VOEGLI, WILLIAM GABRIEL  
VOEGLI, KRISTYNA RENEE  
18815 RUE LOIRE  
LUTZ FL 33558-5355

BOBICK, DONNA J TRE  
PO BOX 1802  
SOUTH BEND IN 46634-1602

NICHOLS, WESLEY G  
NICHOLS, NANCY H  
227 SHAKER ST  
NEW LONDON NH 03257-5958

SCHROEDER, EDWARD H  
SCHROEDER, HAZEL P  
519 161ST AVE  
REDINGTON BEACH FL 33708-1658

BATE LIVING TRUST  
BATE, ROGER A TRE  
14110 GULF BLVD UNIT 101  
MADEIRA BEACH FL 33708-2250

VILLADOLID, DAISY  
VILLADOLID, JERRY  
17733 HAMPSHIRE OAK DR  
TAMPA FL 33647-2545

KONDAKOR, IMRE  
KONDAKOR, MARIA  
14141 GULF BLVD # 22  
MADEIRA BEACH FL 33708-2234

ZEBE MANAGEMENT USA LIVING TRUST  
ZWART, HARM TRE  
1180 SPRING CENTRE SOUTH BLVD STE 360  
ALTAMONTE SPRINGS FL 32714-1998

ROSINSKI, CHRISTINE TRE  
ROSINSKI, CHRISTINE DEC OF TRUST  
20 N MARCELLA RD  
MOUNT PROSPECT IL 60058-2609

BRAMANTE INVESTMENTS LLC  
17730 GULF BLVD UNIT 800  
REDINGTON SHORES FL 33708-1399

BEACH CLUB OF MADEIRA CONSO ASSN INC  
14002 GULF BLVD  
MADEIRA BEACH FL 33708-2213

BITONTI, JOHN  
10 BITONTI CRES  
SAULT STE MARIE ON P6C 6A9

CRUZ & QUINONES FAMILY TRUST  
7822 CARON RD  
TAMPA FL 33615-1348

ESAMANN, DOUGLAS F  
ESAMANN, KIMBERLY S  
18419 HARBORSIDE DR  
CORNELIUS NC 28031-8796

WINTER, LAURIE  
304 BOCA CIEGA POINT BLVD S  
ST PETERSBURG FL 33708-2724

CELSO REVOCABLE TRUST  
FODEN-CELSO, DEBRA MAY TRE  
4105 ANGEL WING CT  
LUTZ FL 33558-2725

BITONTI, JOSEPH  
BITONTI, ANTONIETTA  
49 BITONTI CRES  
SAULT STE MARIE ON P6C 8B6

PUNTILLO, ANTONIO  
PUNTILLO, FRANCESCA  
21 TIMBER LN  
WOODBIDGE ON L4L 3J6

KING, TAMMY  
5820 MARINER ST  
TAMPA FL 33609-3412

WILLIAMS, SCOTT A  
WILLIAMS, VICKIE L  
104 SABLE LN  
WASHINGTON IL 61571-9456

BAILLAIRGE, DEVIN A TRE  
BAILLAIRGE, DEVIN A REVOCABLE TRUST  
2111 W WATROUS AVE  
TAMPA FL 33606-3046

MCCLINTOCK, KELLY A  
4079 LORRAINE CRES  
BURLINGTON ON L7L 1P5

LARSEN, DAVID H  
602 S ALBANY AVE  
TAMPA FL 33606-2406

TARDIFF, FERNAND J  
TARDIFF, ELIZABETH A  
5 BIRCHWOOD DR  
HALIFAX NS B3N 1H7

AFFORDABLE HOMES & FINANCING CORP  
1721 HILLSIDE DR  
TAMPA FL 33610-3456

S F M B MAD BEACH PROPERTY LLC  
405 S HOWARD AVE  
TAMPA FL 33606-2035

HILLIOS, STEWART  
HILLIOS, CAROL  
90 141ST AVE E APT A  
MADEIRA BEACH FL 33708-3108

CARMENATE, YUMARY  
7331 BROOKVIEW CIR  
TAMPA FL 33634-2925

RIDLEN, EARL L II  
RIDLEN, DEBRA L  
4545 LEXINGTON ROW  
GREENWOOD IN 46143-7439

ARENA DE MADEIRA CONDO ASSN  
14110 GULF BLVD  
MADEIRA BEACH FL 33708-2285

WALKER TRUST  
WALKER, JOHNNIE W TRE  
10406 HAVESTIME PL  
RIVERVIEW FL 33589

LARSEN, DAVID H  
602 S ALBANY AVE  
TAMPA FL 33606-2406

LARSEN, DAVID  
602 S ALBANY AVE  
TAMPA FL 33606-2406

KRETZSCHMER, JAN  
KING, CARRIE  
258 WILKES CT  
BEAVERCREEK OH 45434-5737

GULF GARDEN MOTEL APT CONDO ASSN INC  
14141 GULF BLVD  
MADEIRA BEACH FL 33708-2234

MADEIRA BEACH, CITY OF  
300 MUNICIPAL DR  
MADEIRA BEACH FL 33708-1916

SHANNON MADEIRA PROPERTY LLC  
8740 18TH ST N  
ST PETERSBURG FL 33716-4210

DI MAGGIO, ANNE E  
DI MAGGIO, JOSEPH J  
130 SALERNO AVE  
EAST HAVEN CT 06512-4242

SILENCE, CAROLYN  
2353 CAMP INDIANHEAD RD  
LAND O LAKES FL 34639-5288

GRIECO, DAVID P  
GRIECO, ANGELA K  
329 OVERBROOK DR  
BELLEAIR FL 33756-2030

MIRASOLA, CHARLES  
MIRASOLA, CARMELA  
117-121 WOODBRIDGE AVE  
WOODBIDGE ON L4L 9E3

CRIMALDI, ANTHONY  
CRIMALDI, MICHELLE A  
637 CAROLYN DR  
BRUNSWICK OH 44212-2201

EQUITY TRUST CO  
PO BOX 54714  
CINCINNATI OH 45254-0714

RANKOVICH, DENI  
RANKOVICH, LEANN  
411 W JEFFERSON ST  
GARDNER IL 60424-7014

GERSCH, HUBERT REV TRUS  
GERSCH, HUBERT TRE  
14001 GULF BLVD UNIT 209  
MADEIRA BEACH FL 33708-2280

PLUNKETT, WILLIAM EUGENE II  
PO BOX 1032  
PLAINFIELD IN 46168-4132

MILOSEVIC, RADOVAN  
MILOSEVIC, DJURDJEVKA  
14001 GULF BLVD APT 409  
MADEIRA BEACH FL 33708-2284

D J M A K LLC  
14033 PLAM ST FRNT  
MADEIRA BEACH FL 33708

NUCCI, KATHY L  
DIBIAGIO, GULIETTA  
305 MASTERS ST  
THUNDER BAY ON P7B 6H2

EDWARD & KAREN SMITH LLC  
11874 WALKER AVE  
SEMINOLE FL 33772-7127

BAEZ, DULCE  
12812 MIRAMAR PL  
TAMPA FL 33625-4131

CLARK, ARTHUR J  
14110 GULF BLVD APT 301  
MADEIRA BEACH FL 33708-2252

FISCHER, CHERYL  
FISCHER, TIMOTHY M  
1275 HAWTHORNE RIDGE DR  
BROOKFIELD WI 53045-4517

WATTS, JOHN  
14141 GULF BLVD UNIT 23  
MADEIRA BEACH FL 33708-2234

GMBH LEASE LTD  
C/O GUILLEY, ROD  
924 CORAL BLVD NW  
NORTH CANTON OH 44720-6127

RRC PROPERTIES LLC  
455 77TH AVE  
ST PETERSBURG FL 33706-1703

KNEZICH, MATTHEW G  
1851 SETON DR  
CLEARWATER FL 33763-4148

MASTRO, JOSEPHINE  
14010 GULF BLVD UNIT 204  
MADEIRA BEACH FL 33708-2395

GRESK, WAYNE MICHAEL & CHRISTINE MARIE  
TRUST  
GRESK, WAYNE MICHAEL TRE  
11559 S AVENUE J  
CHICAGO IL 60617-7466

MIRASOLA, JOHN  
MIRASOLA, SAM  
10 NETTLES ST  
WOODBRIDGE ON L4H 0W7

MORGAN, LINDA D  
20116 BAY CEDAR AVE  
TAMPA FL 33647-3620

FOURNIER, MICHAEL J  
FOURNIER, PAMELA PAPPAS  
7633 MARYLAND AVE  
SAINT LOUIS MO 63105-3803

MILLS, MICHAEL A  
MILLS, DIANE M  
4414 37TH AVE  
ROCK ISLAND IL 61201-9214

JMTM HARMONY  
7742 KATE BROWN DR  
DUBLIN OH 43017-8330

GIBBONS, KEVIN J  
GIBBONS, JANET Y  
7923 QUAKER RD  
ORCHARD PARK NY 14127-2016

BOGGS, DOREEN ANN  
48 SHEPHERDS HOOK WAY  
STAFFORD VA 22554-6549

SABA, HUSSAIN I  
SABA, SABIHA R  
PO BOX 1500  
LUTZ FL 33548-1500

SLAMA, ROBERT  
SLAMA, TETYANA  
2509 TAHOE DR  
LAKELAND FL 33805-9826

CARDINALE, JAMES D & BALINDA K TRUST  
CARDINALE, JAMES D TRE  
6411 WEATHERWOOD CIR  
WESLEY CHAPEL FL 33545-4377

14120 PALM STREET LLC  
7 PALM DR  
KEY WEST FL 33040-6117

S F M B MAD BEACH PROPERTY LLC  
405 S HOWARD AVE  
TAMPA FL 33606-2035

WARD, WILLIAM ANDREW  
4501 S TRASK ST  
TAMPA FL 33611-2128



RUSSO FAMILY TRUST 7/13/98  
2309 W 25TH ST  
CHICAGO IL 60608-4907

BOTTOS, BRUNA  
2-61 LAKE ST  
GRIMSBY ON L3M 2G6

MADEIRA PLACE CONDO ASS  
14001 GULF BLVD  
MADEIRA BEACH FL 33708-2264

BITONTI, JOHN  
BITONTI, PASQUALE  
131 NORDEN CRESCENT  
SAULT STE MARIE ON P6B 5P1

NARDI-CHICKLOWSKI, NANCY A  
140 HUDSON ST  
SPRINGFIELD MA 01118-1708

TRILLIUM CONDO THE ASSN  
2181 INDIAN ROCKS RD S STE 1  
LARGO FL 33774-1098

PONDA, ASHOK  
PONDA, MEENA  
14110 GULF BLVD APT 501  
MADEIRA BEACH FL 33708-2244

ROBINS, BENJAMIN  
ROBINS, JENNIFER LAUREN BAILEY  
4415 W SAN RAFAEL ST  
TAMPA FL 33629-5503

PAULITS, JAMES MATTHEW  
536 WESTWIND DR  
BERWYN PA 19312-1156

BASS, THEODORE  
3102 W NAPOLEON AVE  
TAMPA FL 33611-5223

CARSON, GWENDOLYN  
8505 BLIND PASS DR  
TREASURE ISLAND FL 33706-3417

CARTER-JONES, ANNE  
4816 SHELL STREAM BLVD  
NEW PORT RICHEY FL 34652-4443

CLEVELAND, ARTHUR BARTON  
PO BOX 1153  
PALOS VERDES ESTATES CA 90274-7953

SALSBURY-SMITH, P T  
SMITH, JAMES H  
593 NORMANDY RD  
MADEIRA BEACH FL 33708-2315

KRAMER, LINDA L  
KRAMER, DANIEL P  
14010 GULF BLVD UNIT 402  
MADEIRA BEACH FL 33708-2395

INTEGRATED PROPERTIES LLC  
511 JOHNS PASS AVE  
MADEIRA BEACH FL 33708-2388

GINGLE, MANFRED  
TSATSAS, VASILIKI  
14010 GULF BLVD UNIT 201  
MADEIRA BEACH FL 33708-2395

CRUZ, HELEN  
2702 W WOODLAWN AVE  
TAMPA FL 33607-6823

HELM, BRUCE D  
HELM, LORI  
2216 GRAND CANYON CT  
CARROLLTON TX 75006-1532

CABLE, LOUISA M LIVING TRUST  
CABLE, LOUISA M TRE  
PO BOX 977  
FORT MONTGOMERY NY 10922-0977

SARGENT FAMILY IRREV TRUST  
SARGENT, WILLIAM H II TRE  
67 JEN CT  
GRAND ISLAND NY 14072-1393

DE LISIO, ANTHONY D TRE  
DE LISIO, RUTH E TRE  
C/O DE LISIO, ANTHONY D TRE  
10 SURREY LN  
DANVERS MA 01923-2381

LOCK PROPERTIES LC  
1951 BROWN DEER TRL  
CORALVOLLE IA 52241-1168

BARINAS, NORMA I  
274 BUTTRICK AVE # K2  
BRONX NY 10465-3175

DREIER, KEVIN J  
DREIER, BEVERLEY J  
16309 IDLEWOOD CT  
WILDWOOD MO 63005-7009

SCHROEDER, EDWARD H  
SCHROEDER, HAZEL P  
519 181ST AVE  
REDINGTON BEACH FL 33708-1658

WHITMIRE, CAROL S  
WHITMIRE, DONALD E  
106 CONGRESS DR  
MECHANICSBURG PA 17050-9509

RADLEY, MICHAEL  
1029 THE TERRACE  
BLDG 8 STE 300  
HAGERSTOWN MD 21742-3227

ELSBURY, MICHAEL J  
ELSBURY, CHERAL E  
1705 HAWTHORNE DR  
PLAINFIELD IN 46168-1879

ESAMANN, DOUGLAS F  
ESAMANN, KIMBERLY S  
1425 STANLEY RD  
PLAINFIELD IN 46168-2329

RUSKELL, TIMOTHY J & LINDA M LIV TRUST  
RUSKELL, TIMOTHY J TRE  
14010 GULF BLVD UNIT 302  
MADEIRA BEACH FL 33708-2395

VISSICCHIO, CHARLES & SERAFINA JT REV  
TRUST  
VISSICCHIO, CHARLES TRE  
4803 ARROWWOOD DR  
TAMPA FL 33615-4932

VICTUS SOMNIUM LLC  
11814 SUNCREST DR  
WALTON KY 41094-9332

BARBAZZA, ESTERINA  
BARBAZZA, CLAUDIO  
140 OLD KING RD  
BOLTON ON L7E 3J1

ZBIKOWSKI, ROBERT S & GERMAINE A LIV  
TRUST  
ZBIKOWSKI, ROBERT S TRE  
36327 GLOUCESTER TRL  
CLINTON TOWNSHIP MI 48035-1168

**DEVELOPMENT AGREEMENT  
(GULF GRILL ON MADEIRA BEACH)**

**THIS AGREEMENT** (the "Agreement") made and entered into this 16<sup>th</sup> day of April 2013, by and between the **CITY OF MADEIRA BEACH**, a municipal corporation of the State of Florida hereinafter referred to as "City" and **GULFWATERS LAND DEVELOPMENT, LLC**, a Florida Limited Liability Company authorized to transact business in the State of Florida, hereinafter referred to as "**Developer**".

**FOR AND IN CONSIDERATION** of the mutual promises made and agreed to be kept hereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the approval of certain uses by the City and conditioned on the performance in all respects of this Agreement by each of the parties, it is hereby agreed between the parties as follows:

**RECITALS**

1. Anchorage Bay, LLC is the fee simple owner of that certain tract of land located within the City of Madeira Beach, Pinellas County, Florida, hereinafter referred to as the "Property" and more particularly described in Exhibit "A" attached hereto and made a part hereof, and joins Developer and consents to the development of the Property, as proposed in this Agreement.
2. The following development rights are hereby approved pursuant to this Agreement on the Property:

Category	Regulations
Future Land Use	RFM Resort Facilities Medium
Usage	Restaurant (6,923.6 sq.ft. area)
Density	
Lot Area	14,059 sq. ft. 0.32 Acres
Lot Width	117.16 ft. (provided)
Maximum Building Width (street frontage)	78.5 ft
Building Coverage (sq. ft. & % of gross site)	6,703.3 sq.ft. 47.7%
Gross Floor Area (sq. ft.) FAR (Floor Area Ratio)	6,923.6 sq. ft. 49.2% FAR
Setbacks: Front (Gulf Blvd. side)	25.0 ft.
Side (SE)	19.33 ft.

Side (NW)		19.33 ft.
Total side combined		38.66 ft. total (10 ft. minimum)
Rear (beach side)		12.42 ft. Landward of the CCCI
Building Height		32.83 ft above BFE (Allowed)
Vehicular Use Area (V.U.A.)		7,242.8 sq. ft. 51.5%
Impervious Surface Area (ISR)		9,120.0 sq. ft. 64.9% ISR
Open Space		7,335.7 sq. ft. 52.3%
Parking Lot Interior Landscape (10% of site + required buffers)		3,141.1 sq. ft. 22.3%
Parking		217 seats = 54 spaces Site plan provisions
<p><b>Parking Calculations/Notes:</b></p> <p>162 seats in restaurant @ 1 space/4 seats = 40.50 spaces                      55 seats in Tiki and Deck area @ 1 space/4 seats = <u>13.75 spaces</u>                      54.25 spaces                      required (54 spaces per Code)</p> <ul style="list-style-type: none"> <li>• Allowable compact spaces = 20% (54x20%) = 11 compact spaces allowed (one compact space provided on site.)</li> <li>• Total number of parking spaces on site = 22 parking spaces (21 regular spaces and 1 compact space)</li> <li>• Total number of approved off-site or shared parking spaces to be provided = 14 (off-site parking lot at 14101 Gulf Boulevard – subject to review and approval through the process outlined in Section 110-955 of the City Code.)</li> <li>• Bicycle Parking Credit = 3 space credit (providing 6 bicycle spaces/maximum credit = 3 spaces)</li> </ul> <p><i>Minimum number of parking spaces required = 54</i>  <i>Minimum number of parking spaces to be provided = 39 parking spaces (22 on-site, 3 bicycle credits, 14 off-site)</i>  <i>Total parking space variance requested = 15</i></p>		

more particularly set forth in the Final Site Plan attached hereto as Exhibit "B" (hereinafter referred to as the "Project");

3. The development rights set forth in this Agreement, and Final Site Plan approval are subject to the following conditions:

1. Approval of the related development agreement pertaining to the site development of the subject property as described and depicted in the preliminary site plan (SPR-2013-01), attached as Exhibit "B".
2. Where necessary to accommodate proposed development, the applicant shall be responsible for the removal and/or relocation of any and all existing public utilities located on the subject site, including the granting of easements located outside the building foot print as may be required. This is regardless of whether the public utilities are known at the time of site plan approval or discovered subsequent to such approval. Any required relocation will be subject to approval from the City's Community Services Department.
3. All construction associated with this project shall be subject to the current requirements of the Florida Building Code, Madeira Beach's land development regulations, the Florida Fire Prevention Code, all other technical codes adopted by the City of Madeira Beach, and FEMA. This shall include provisions to meet the turtle lighting requirements.
4. All on-site construction activities related to erosion control shall be applied as required by the Florida Building Code and the Madeira Beach Code of Ordinances.
5. Proof of SWFWMD Environmental Resource permit approval or exemption of the drainage requirements is required prior to the Certificate of Occupancy being issued.
6. Proof of FDOT Access/Driveway permit approval for the ingress and egress to Gulf Boulevard is required prior to the Certificate of Occupancy being issued.
7. Proof of FDOT Drainage Connection permits required prior to the Certificate of Occupancy being issued.
8. If possible, final location of the FDOT Gulf Boulevard crosswalk shown on the site plan shall be identified.
9. The motorcycle parking area shall not interfere with the ingress/egress access points for the Tiki and Deck area noted on the site plan. The standard motorcycle parking space allocation of 4 feet by 8 feet shall be utilized.
10. Final approval of all off-site and/or shared parking by Administration as provided in Sections 110-955 and 110-956 of the City Code. Such site plan shall be subject to

review by the City's consulting engineer to ensure proper traffic circulation and adequate parking spaces. Such off-site and/or shared parking may be allowed full or part time as stacked valet parking, but must be so noted on the submitted off-site and/or shared parking site plan. As per the site plan, a total of 14 off-site and/or shared parking spaces are to be provided. Such approval is required prior to building permits being issued.

11. Final approval of the City's consulting engineer of the civil and utility site and construction plans prior to building permits being issued.
12. Final approval of the Community Services Director of the plans for solid waste collection prior to building permits being issued.
13. Final approval of the Fire Chief of the site plan as it relates to fire code issues prior to building permits being issued.
14. The dedication of a five (5) foot easement to the City of Madeira Beach for the expansion of additional City metered parking at Kitty Stuart Park by the developer. This action will increase the number of public parking spaces at Kitty Stuart Park to a total of 20 parking spaces. Proof of recordation (at the Developer's expense) of the approved easement is required prior to a Certificate of Occupancy being issued. The developer shall be responsible for the costs associated with the related improvements on City parkland including but not limited to paving and landscaping. The City shall be responsible for the maintenance of Kitty Stuart Park.
15. Final approval of the Community Development Department and the City's consulting civil engineer for the site's compliance with the approved site plan and civil plan prior to the Certificate of Occupancy being issued.
16. The restroom facilities proposed by the developer of the Gulf Grill on Madeira Beach, which are noted on the Kitty Stuart Park parking lot portion of the site plan, shall be at the expense of said developer. Please note that such restrooms are located within a VE (Velocity) flood zone and must meet FEMA, Pinellas County Contractors' License Board (PCCLB), and the Florida Building Code requirements for such construction. Based on the City's consulting engineer's research, it is likely that FEMA will require the elevation of the restroom facilities to meet velocity zone construction requirements relating to elevation, will mandate construction methodologies such as breakaway wall, and will require provisions for ADA access. Consideration should be given to the possibility of installing a portable bathroom facility that connects to the water and sanitary sewer infrastructure and which can quickly be disconnected from this infrastructure and relocated to a safe location in the event of a pending storm. If such a portable facility is utilized, then the design and appearance of such bathroom facility shall meet the approval of the City. Such a portable facility would be subject to FEMA, PCCLB, and Florida Building Code approval. In the event the cost of the restrooms exceeds \$20,000.00, the Developer shall not have to provide the restrooms. The City can opt to provide the restrooms in which case the Developer shall contribute the

\$20,000.00. Under either option the development shall proceed with or without the restrooms. If the restrooms are built the City shall be responsible for their maintenance.

17. If required following the Planning Commission public hearing, the developer shall provide to the City revised plans in response to any additional adjustments to the site plan and its conditions of approval. Such required revisions shall be provided to the Community Development Department no later than March 29, 2013.
18. The proposed restaurant use shall be in compliance with the R-3 zoning district regulations that pertain to restaurant use as defined in Sections 110-527 and 110-530 as shown below. In addition, in order to sell beer, wine, and/or liquor for consumption on premises, there is a specific review process by the Board of Commissioners that is required by Code. It requires a specific application, proper posting of the property, notification to all owners of property within 300 feet of the subject site, a public hearing, review and approval by the Board of Commissioners. These provisions are located in Chapter 110, Article VI, Division 6 (Alcoholic Beverages) of the City Code (Section 110-526 through Section 110-540). The following City Code provisions pertain to restaurants and the allowance of alcoholic beverages at restaurants within R-3 zoning district districts:

**Sec. 110-527. - Classifications.**

(d) *Restaurants. A restaurant is an establishment where beer, or beer and wine, or beer, wine and liquor are sold for consumption on the premises, or for consumption on the premises and package sales, in connection with a restaurant business wherein the combined gross sales of the business operation are more than 60 percent attributable to the sale of food and nonalcoholic items.*

**Sec. 110-530. - Alcoholic beverage districts, restrictions and distance requirements.**

(b) *R-3 districts. Only restaurant establishments as defined in section 110-527 shall be allowed in any district zoned R-3 within the city.*

19. Regarding the abutting Kitty Stuart Park, please note that this is a metered parking lot developed for public use. As such, the parking at Kitty Stuart Park is and shall remain public parking that is available on a first come first served basis. Patrons of the Gulf Grill restaurant may park at Kitty Stuart Park in the same manner as anyone else. However, Kitty Stuart parking spaces may not be otherwise utilized by the restaurant including but not limited to parking reserved or held for the restaurant's use, valet parking, or shared/off-site parking allocated to the restaurant. The park and parking lot hours for Kitty Stuart Park will be from 6 a.m. to 10 p.m. as provided by City Code and subject to the following regulations unless otherwise altered by City Code provisions:

**Sec. 66-72. - Limitations on parking in city parking lots and beach access easements.**

*Parking of any type motor vehicle is allowed in the city parking lots and beach access easements subject to the following limitations:*

- (1) *All vehicles must park within the designated metered spaces;*
- (2) *No part of the vehicle may extend beyond the limits of the marked parking space;*
- (3) *Backing of vehicles into metered spaces is prohibited;*
- (4) *Parking is only allowed during the hours of 6:00 a.m. to 12:00 midnight, unless otherwise posted;*
- (5) *Meters are in effect on all lots during the allowable hours of operation, seven days a week; and*
- (6) *Parking is prohibited in all areas during the hours of 12:00 midnight to 6:00 a.m. daily, unless otherwise posted.*

**Sec. 66-77. - Kitty Stuart Park.**

*The park and parking lot hours for Kitty Stuart Park, at approximately 141st Avenue and Gulf Boulevard, will be from 6 a.m. to 10 p.m. and subject to the regulations listed in section 66-72 with the exception of subsections (4) and (6).*

20. The following is the scope of the proposed Kitty Stuart Park construction activities that are to be the responsibility of the Developer::

- a) City will submit drawings prepared by Developer for F.D.O.T. approval of access construction at the developers expense and will process permit for resurfacing, curbing and construction of parking lot as approved and of public restrooms and landscape renovation.
- b) Remove all existing curb on south and north property landscape buffers.
- c) Demolish and remove or recondition existing paved surfaces from existing parking lot and entry to edge of Gulf Boulevard road surfaces and replace with concrete.



d) The design, demolition, construction and all costs of the following scope of work:

- 1) Demolish existing curbs, remove existing paving and concrete skirt as necessary at entry to Gulf Blvd.
- 2) Remove landscaping as required and preserve or relocate on site as possible.
- 3) Remove existing pavilion and cap existing water line.
- 4) Construct two (2) new ADA restrooms, compliant with FEMA regulations, as described in the RECITALS. [Unless otherwise stipulated as noted on page #5.]
- 5) Provide 207 linear feet, plus 4¼ inches, of curb per plans.
- 6) Provide 5746.44 sq. ft. of 5" concrete or asphalt parking and drive.
- 7) Provide 5 ft. concrete walkways as shown on approved plan.
- 8) Provide new landscaping that meets the City's approval and which is distinct and different from the landscaping proposed for the Gulf Grill restaurant.
- 9) These improvements to Kitty Stuart Park shall be completed to the satisfaction of the City prior to the Certificate of Occupancy being issued for the Gulf Grill restaurant.

21. In addition, Developer is responsible for the construction costs of the proposed dune walkover to be built adjacent to Kitty Stuart Park and the Gulf Grill restaurant.

22. All of the items to be built by the developer on the Kitty Stuart Park, including the landscaping, restrooms, and parking spaces, will be maintained by the City of Madeira Beach once the initial construction is completed.

#### **THE AGREEMENT BETWEEN THE PARTIES**

4. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as fully enforceable agreements and representations by the parties hereto.

5. Authority. This Agreement is authorized by Section 163.3220, et seq. F.S. (2011) and Sections 86-141 through 86-149 of the Code of Ordinances of the City of Madeira Beach.

6. Effective Date. This Agreement shall be effective as of the day after it is fully executed and recorded in the Pinellas County public records ("Effective Date"). In the event

that there is an appeal or legal proceeding challenging this Agreement or challenging the other matters affecting the purpose, intent, or the rights of the Developer or the City to develop the Property as contemplated hereby, the Effective Date of this Agreement shall be extended and shall commence upon the conclusion of such litigation, including appeals and upon all rights of appeal having expired. In the event that a Court decision materially changes any aspect of this Agreement or has made the performance of a portion of this Agreement impossible or unacceptable to one of the parties, either party may choose to terminate this Agreement upon thirty (30) days written notice to the other party and the parties shall assist each other in returning each party to the positions and legal status that it enjoyed immediately prior to the date of the entry into this Agreement; or, alternatively, the parties shall work together to restore the material benefit if such is reasonably possible.

In the event that this Agreement is subject to termination pursuant to the provisions hereof, either party may record an affidavit signed by all parties hereto or their respective successors and assigns in the Public Records of Pinellas County, Florida reflecting that such termination has occurred and that this Agreement is thereby terminated and by such affidavit, notice that the termination provisions of this Agreement pursuant to this paragraph have occurred. The party recording such affidavit shall send a copy of the recorded affidavit to the other party and this Agreement shall be terminated and shall be deemed void and of no further force and effect. In the event that the Developer's fee simple title is encumbered by any mortgages, liens or other rights of third persons which are not subordinated to the terms, conditions, covenants and restrictions set forth in this Agreement, said third party encumbrances shall be of no force and effect as to the provisions of this Agreement.

This Agreement shall be superior to any mortgages, liens or other rights of third persons. Any mortgages or liens or encumbrances on the Property created contemporaneously or after the effective date of this Agreement shall be subject to and subordinate to the terms of this Agreement.

In the event that this Agreement is not executed by the Developer on or before 5:00 p.m. on the 30th day of Na, this Agreement shall be null and void and of no further force and effect and any development permissions granted pursuant hereto shall no longer be valid.

7. Duration of Agreement. This Agreement shall terminate upon the earlier of the following dates: (i) the date on which construction of the Project is complete and issuance of a valid Certificate of Occupancy for the Project; or (ii) ten (10) years from the Effective Date. This time period may be extended by mutual agreement of the parties. The recordation of a valid Certificate of Occupancy by any party hereto or their successor in interest shall be conclusive evidence of the termination of this Agreement.

8. Third Party Rights. The parties represent, to their respective best knowledge, that nothing herein is barred or prohibited by any other contractual agreement to which it is a party, or by any Statute or rule of any governmental agency, or any third party's rights or by the rights of contract vendees, lien holders, mortgage holders or any other party with a direct or contingent interest in the Property, whether legal or equitable.

It shall be an absolute condition precedent to any obligation of the City under the terms of this Agreement that any current mortgage holder consent to and subordinate its mortgage interest to the terms of this Agreement.

If the Developer has title to the Property prior to the execution of this Agreement, the Developer shall submit a title opinion by a title company or attorney at law certifying in writing as of the date of approval of this Agreement by the City Commission of the City of Madeira Beach as to the status of title of such lands including all lien holders, mortgagees or any other encumbrances. The City will rely on such certification. If any lienholder or mortgagee is shown by the title opinion, a satisfaction or subordination shall be received by the City of Madeira Beach prior to the time the City executes this Agreement although the approval of the execution of this Agreement may be made by the City Commission contingent upon the receipt of such consent and subordination.

Any lienholder or mortgagee shall have the right to perform any term, covenant or condition and to remedy any default hereunder, and City shall accept such performance with the same force and effect as if furnished by Developer.

9. Law and Ordinance Compliance. The ordinances, policies and procedures of the City concerning development of the Property that are in existence as of the approval of this Agreement shall govern the development of the Project, and the same shall be in compliance with the applicable regulations of County, State and Federal agencies. No subsequently adopted ordinances, policies, or procedures shall apply to the Project except in accordance with the provisions of Section 163.3233(2), Florida Statutes (2012). Notwithstanding the foregoing, the City shall have the absolute discretion to amend and/or adopt life safety codes such as but not limited to fire codes, that may conflict with the provisions herein or may impose additional burdens on the Developer as is otherwise authorized by State Statutes or the regulations of governmental administrative agencies, provided that such life safety codes retroactively apply to all development similar to the Project in the City. The parties agree that such codes may be adopted without any special notice to the Developer and that the Developer shall not be entitled to any special hearing relative to the adoption of such codes. Failure of this Agreement to address a particular permit, condition, term, restriction, or to require a development permission shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions in any matter or thing required under existing Ordinances of the City or regulations of any other governmental agency, or any other entity having legal authority over the Property. Except as provided in this Agreement, all applicable impact fees, development review fees, building permit fees and all other fees of any type or kind shall be paid by Developer in accordance with their terms and in such amount applicable as they become due and payable.

10. No Estoppel. The parties agree that prior to the approval of this Agreement by the City Commission, the City's interest in entering into this Agreement, the studies, surveys, environmental studies, consultant plans or investigations, the expenditure of substantial funds, the staff approval or recommendation relative to the proposed development and any

other act in furtherance of this Agreement, shall not be used by the Developer or its successors in title in any way whatsoever as committing the City legally through a theory of equitable estoppel, action in reliance, or any other legal theory as to the approval of such proposed development in the event that this Agreement is not approved by the City Commission or for any other reason does not take effect in all material respects.

The parties further agree that any and all action by the Developer or its representatives in negotiation of this Agreement, including all acts or expenditures in the implementation of this Agreement or submittals to other governmental bodies shall in no way be deemed to be an action in reliance giving rise to an equitable estoppel.

11. No Partnership or Joint Venture. The City and Developer agree that the matters contained in this Agreement shall under no circumstances constitute a joint venture, partnership or agency between them. No third party shall be deemed to have any beneficial interest in this Agreement or any expectation of benefit or property rights or any other rights of any kind arising from this Agreement.

12. Final Site Plan. In order to avoid any adverse impacts from the development of the Property on the abutting property owners and on the residents of the City of Madeira Beach, the parties agree that the Property will be developed in substantial conformance with the Final Site Plan as such Final Site Plan may be modified by the requirements of other state and county governmental agencies having jurisdiction over the development of the Property. The appearance and use of the Property after development are the reasons that the City Commission exercised its legislative authority and entered into this Agreement. Except as may be authorized by the parties hereto, any material deviation from the commitments made by the parties herein shall be considered material defaults in this Agreement. The City of Madeira Beach shall not consent to any modification unless it deems that such is in the best interest of the public and in its discretion in reaching such decision it shall be deemed to be acting in a legislative capacity and within its sole and absolute discretion taking into account the public health, safety and welfare. The following specific requirements shall also be met:

- a. The Property shall be developed and landscaped in accordance with the Final Site Plan. A detailed landscape plan is provided with the Final Site Plan and will be specifically adhered to. The landscaping within the Property shall be maintained by the Developer. The purpose of landscaping and the continued development and care of the landscaping on the Property is, in part, for the benefit of the abutting property owners and to screen light, noise and other possible negative aspects of the development. Such landscaping shall be provided prior to a certificate of occupancy being issued and will be maintained in good and healthy conditions at all times by the Developer.

There shall not be any material deviation from the provisions of the Final Site Plan unless such is approved by the City Commission of the City of Madeira Beach at a public hearing conducted for such purpose and this Agreement is

modified in writing by the parties thereto for the purpose of agreeing to such deviation.

- b. The Property shall be developed substantially in accordance with the Final Site Plan.
- c. All outdoor lighting on the Property shall be directed downward so as not to be disruptive to the residential neighborhoods abutting the Property and shall be oriented and shielded so that no light is cast directly on abutting property. Light cast onto abutting properties by reflection or otherwise shall be limited to an intensity that is substantially in conformance with the lighting conditions in residential neighborhoods in the City of Madeira Beach. At no time shall the Developer allow a nuisance condition to exist on the Property.
- d. Dumpster and trash pickup will be contained within the Property and fully screened from adjacent residential properties.
- e. Ingress and egress to the Property shall be as shown on the Final Site Plan.
- f. Building heights, architectural style and location will be as shown on the Final Site Plan. The architectural style reflected as an attachment to or being part of the Final Site Plan shall be complied with in all material respects during the development of the Project.
- g. This Agreement and the Final Site Plan attached hereto specify certain minimum setbacks, building heights, sign sizes and similar dimensional requirements and agreements. No changes may be made in these agreed upon dimensional requirements or in any matter that is reflected on the Final Site Plan or addressed specifically in this Agreement through any appeal process to the Special Magistrate for a variance, special exception or other process which would serve to vary or change the terms of this Development Agreement and the Final Site Plan attached hereto. The only change which may be requested by the parties is for an amendment to this Agreement which revised amendment is legislatively considered by the City Commission and agreed to by the City Commission, set forth in writing as an amendment to this Agreement and executed by the parties hereto or their successors or assigns. The Developer, and its successors and assigns specifically waive and relinquish any right to change the terms of this Agreement through any administrative or legal process, including a decision by a court of competent jurisdiction, unless agreed to by the parties.

13. Public Infrastructure. The Developer or its successor in title, as appropriate, at its sole cost, shall design, construct and maintain, until acceptance by the City and conveyance by recordable instrument or bill of sale, as appropriate, to the City, all public infrastructure facilities and lands necessary to serve the Project which are shown on the Final Site Plan, provided that said public infrastructure facilities have received construction plan

approval and that all applicable review procedures have been complied with fully, inspected and accepted by the City. Public infrastructure facilities shall include those facilities to be located in rights-of-way or easement areas conveyed to the City, as shown on the approved engineering construction drawings and shall include, but not be limited to the following:

- a. Pedestrian ways, sidewalks, and crosswalks located on the Property, as shown on the Final Site Plan.
- b. Sewer collection systems, located on the Property, including any necessary pumping facilities providing for transmission of sewage flows generated by the Project.
- c. Water distribution system located on the Property including fire protection facilities and reclaimed water facilities as may be necessary to serve the Project.
- d. Stormwater drainage systems serving public facilities located on the Property, serving to conduct, transmit, channel or otherwise provide for stormwater flow from, through and to adjoining lands according to the natural site topography including retention/detention ponds or any other stormwater facilities required by the City of Madeira Beach or any other governmental agency with jurisdiction concerning such facilities. Any required easements or other rights of access to insure the continued maintenance and working condition of said retention/detention ponds shall be granted to City by the Developer or to Developer by City, as may be applicable.
- e. Street signage and pavement striping.
- f. Utility easements or rights-of-way.
- g. Other facilities deemed necessary for public use, including but not limited to off-site road and drainage facilities as identified in the site plan review process, building permit issuance process, engineering review, fire department review, or any other review process of the City or other governmental agency with jurisdiction over such development.

Public infrastructure facilities, as shown on the Final Site Plan, shall be complete, and approved for acceptance by the City prior to the issuance of any certificate of occupancy on the Property, or the Developer shall provide the appropriate letter of credit in a form satisfactory to the City Attorney, drawable on or through a local Pinellas County bank. Said letter of credit shall be deposited with the City to guarantee the completion of public infrastructure facilities prior to the time that certificates of occupancy are issued on the Property and public access and facilities to serve the proposed structures are available in accordance with City regulations.

14. **Public Facilities.** The City shall cause to be provided to the boundary of the Property the following available City owned and operated facilities, to wit: infrastructure and services for fire protection, potable water and sanitary sewer to meet domestic and fire flow levels of service as required for the Project by City and other applicable regulations.

15. **Permits.** Development permits, which may need to be approved and issued, include, but are not limited to the following:

- a. City of Madeira Beach building permits.
- b. Southwest Florida Water Management District surface water management permit.
- c. City of Madeira Beach Engineering construction permit.
- d. Florida Department of Environmental Protection NPDES permit.
- e. Florida Department of Health drinking water permit.
- f. Florida Department of Environmental Protection wastewater collection permit.
- g. All other approvals or permits as required by existing governmental regulations as they now exist.

Except as set forth in this Agreement, all development permits required to be obtained by the Developer for the Project will be obtained at the sole cost of the Developer and in the event that any required development permissions issued by entities other than the City are not received, no further development of the Property shall be allowed until such time as the City and the Developer have reviewed the matter and determined whether to modify or terminate this Agreement.

16. **City Impact Fee Credits.**

- a. **Project.** The City has computed and will grant certain impact fee credits for the Project to the Developer consistent with City ordinances and reflecting previous uses on the Property, which entitle the Developer to transportation impact fee credits. The impact fee credits to be granted to Developer are in the amount of thirteen thousand six hundred fifty dollars and No/100 (\$13,650.00).

17. **Recycling.** The Developer and its successors-in-title will cooperate with City to encourage and promote recycling activities within the Project and such commitment will be reflected in a covenant running with the Project lands.

18. Annual Review. The City of Madeira Beach the City shall review the Project once every twelve (12) calendar months from the Effective Date.

19. Recordation. Not later than fourteen (14) days after the execution of this Agreement, the City shall record this Agreement with the Clerk of the Circuit Court in Pinellas County, Florida, and a copy of the recorded Agreement shall be submitted to the Florida Department of Economic Opportunity within fourteen (14) days after the Agreement is recorded. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors and assigns in interest to the parties to this Agreement.

20. Agreement as Covenant. This Agreement shall constitute a covenant running with the Property for the duration hereof and shall be binding upon the Developer and upon all persons deriving title by, through or under said Developer and upon its successors and assigns in title. The agreements contained herein shall benefit and limit all present and future owners of the Property, and the City for the term hereof.

21. Legislative Act. This Agreement is agreed to be an legislative act of the City in furtherance of its powers to regulate land use and development within its boundaries and, as such, shall be superior to the rights of existing mortgagees, lien holders or other persons with a legal or equitable interest in the Property and this Agreement and the obligations and responsibilities arising hereunder as to the Developer shall be superior to the rights of said mortgagees or lien holders and shall not be subject to foreclosure under the terms of mortgages or liens entered into or recorded prior to the execution and recordation of this Agreement. The execution of this Agreement or the consent to this Agreement by any existing mortgage holder, lien holder or other persons having an encumbrance on the Property shall be deemed to be in agreement with the matters set forth in this paragraph.

22. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and no modification hereof shall be made except by written agreement executed with the same formality as this Agreement. The parties agree that there are no outstanding agreements of any kind other than are reflected herein and, except as is otherwise specifically provided herein, for the term of the Agreement the Property shall be subject to the laws, ordinances and regulations of the City of Madeira Beach as they exist as of the date of this Agreement. Any reference in this Agreement to "Developer" contemplates and includes the fee simple title owners of record of the Property their heirs, assigns or successors in title and interest. Any oral agreements, agreements created by written correspondence or any other matter previously discussed or agreed upon between the parties are merged herein.

23. Enforcement. The parties agree that either party may seek legal and equitable remedies for the enforcement of this Agreement, provided however that neither the City nor the Developer may seek or be entitled to any monetary damages from each other as a result of any breach or default of this Agreement. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys fees at mediation, trial and through any appellate proceedings.



Except as provided above, the parties agree that any legislative and quasi-judicial decisions, if any are required, by the City regarding the appropriate land use or other development regulations impacting the Property shall, in no event or under any conditions, give rise to a claim for monetary damages or attorney fees against the City and any claim for such damages or fees by the Developer or its successors or assigns are specifically waived.

24. **Execution.** The Developer represents and warrants that this Agreement has been executed by all persons having equitable title in the subject Property.

The City represents that the officials executing this Agreement on behalf of the City have the legal authority to do so, that this Agreement has been approved in accordance with the ordinances and Charter of the City and applicable State law, that appropriate approval of this Agreement has been received in a public hearing and that the City Commission of the City of Madeira Beach has authorized the execution of this Agreement by the appropriate City officials.

25. **Severability.** In the event that any of the covenants, agreements, terms, or provisions contained in this Agreement shall be found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall be in no way affected, prejudiced, or disturbed thereby.

26. **Estoppel Certificates.** Within twenty (20) days after request in writing by either party or any lender, the other party will furnish a written statement in form and substance reasonably acceptable to the requesting party, duly acknowledging the fact that (a) this Development Agreement is in full force and effect, (b) there are no uncured defaults hereunder by City or Developer, if that be the case, and (c) additional information concerning such other matters as reasonably requested. In the event that either party shall fail to deliver such estoppel certificate within such twenty (20) day period, the requesting party shall forward such request directly to the City Manager and the City Attorney or to the Developer with copies to the Developer's general counsel by certified mail, return receipt requested or by Federal Express or other delivery service in which delivery must be signed for. In the case where the Developer is the requesting party, the Developer may in its sole discretion but without obligation, appear at a public meeting and request the estoppel certificate to insure that the City Manager and staff are aware of the request and the Developer may rely on the statement of the City Manager at such public meeting or may request that the City Manager be directed by the City Commission to respond to the estoppel certificate request in a timely manner.

27. **Venue.** Venue for the enforcement of this Agreement shall be exclusively in Pinellas County, Florida.

28. **Default.** Upon default or breach of any substantive portion of this Agreement by any party, the non-defaulting party shall provide written notice via overnight, traceable delivery service of the default and opportunity to cure within sixty (60) days to the defaulting

party. Upon the failure of the Developer to cure such defaults, the City shall provide notice via overnight traceable delivery service to Developer of its intent to terminate this Agreement on a date not less than sixty (60) days from the date of such notice and upon the expiration of such period, the City, unless ordered otherwise by a court of competent jurisdiction, may revoke the then existing development permits issued by it and the Developer shall have no claim for damages against the City arising from such revocation. Alternatively, the City may proceed in court to obtain any legal or equitable remedies available to it to enforce the terms of this Agreement. In the event of any default or breach of any substantive portion of this Agreement by the City, the Developer may: (i) give written notice via overnight traceable delivery service to the City of said default with an opportunity to cure within sixty (60) days of receipt of such notice. In the event City fails to cure within said time period, the Developer may thereafter proceed in a court of competent jurisdiction to institute proceedings for specific performance or to obtain any other legal or equitable remedy to cure the default of this Agreement by the City. In any litigation arising hereunder, the prevailing party shall be entitled to recover its costs and attorneys fees at mediation, trial and through any appellate proceedings.

29. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid or by Federal Express, Air Borne Express or similar overnight delivery services, addressed as follows:

To the Developer:  
 Gulfwaters Land Development, LLC  
 13336 N. Central Avenue  
 Tampa, FL 33612  
 Attention: David Bekhor, Manager

To the City:  
 City of Madeira Beach  
 300 Municipal Drive  
 Madeira Beach, FL 34698  
 Attention: Shane Crawford,  
 City Manager

with copies to:

John M. Brunson, Esquire  
 4250 Central Avenue  
 St. Petersburg, FL 33711

Thomas J. Trask, Esquire  
 City Attorney  
 Frazer, Hubbard, Brandt, Trask,  
 Yacavone, Metz & Daigneault, LLP  
 595 Main Street  
 Dunedin, FL 34698

Notice shall be deemed to have given upon receipt or refusal.

30. **Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors and assigns in interest to the parties of this Agreement.

31. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of this day of April 16, 2013.

CITY OF MADEIRA BEACH

Heather L. Lucas  
Witness

By: Travis Palladeno  
Travis Palladeno, Mayor

Cheryl Dodde  
Witness



STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16 day of April, 2013 by Travis Palladeno, Mayor of the City of Madeira Beach, who  is personally known to me or who produced \_\_\_\_\_ as identification.

Heather L. Lucas  
NOTARY PUBLIC, STATE OF FLORIDA



Shane Crawford  
Shane Crawford, City Manager

Aimee Servedio  
Aimee Servedio, City Clerk Pro Tem

APPROVED AS TO FORM:

Thomas J. Trask  
Thomas J. Trask, Esquire, City Attorney

GULFWATERS LAND DEVELOPMENT, LLC

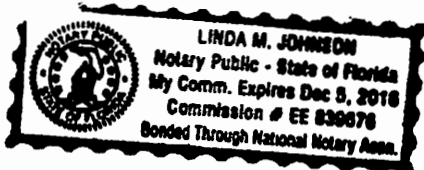
Mark Lee  
Witness -  
Linda Johnson

By: [Signature]  
David Bekhor, its Manager

Witness

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared David Bekhor, Manager of GULFWATERS LAND DEVELOPMENT, LLC who  is personally known to me or who produced \_\_\_\_\_ as identification and, being first duly sworn, acknowledges that he has read the foregoing and that the same is true and correct, and that he is duly authorized to execute this Agreement on behalf of GULFWATERS LAND DEVELOPMENT this 16 day of August, 2013.



Linda M. Johnson  
NOTARY PUBLIC, STATE OF FLORIDA

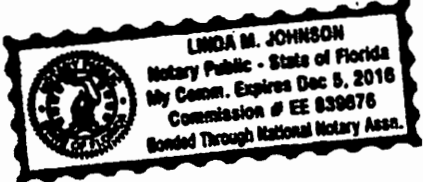
Mark Lee  
Witness  
Linda Johnson

ANCHORAGE BAY, LLC  
By: [Signature]  
David Bekhor, its Manager

Witness

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared David Bekhor, Manager of ANCHORAGE BAY, LLC who  is personally known to me or who produced \_\_\_\_\_ as identification and, being first duly sworn, acknowledges that he has read the foregoing and that the same is true and correct, and that he is duly authorized to execute this Agreement on behalf of ANCHORAGE BAY, LLC this 16 day of August, 2013.



Linda M. Johnson  
NOTARY PUBLIC, STATE OF FLORIDA

**EXHIBIT "A"**

LOT A, BLOCK A, SECOND ADDN. TO GULF SHORES, AS RECORDED IN PLAT BOOK 21, PAGE(S) 23-24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THE SOUTHEASTERLY 63.66' TOGETHER WITH LAND, IF ANY THERE BE, LYING BETWEEN THE SIDELINE OF LOT A, (LESS THE SOUTHEAST 63 2/3 FEET THEREOF WHICH IS ADJACENT TO AND PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 25, BLOCK "A") BLOCK "A", SECOND ADDN TO GULF SHORES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGES 23 AND 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS EXTENDED TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AS IT MAY EXIST FROM TIME TO TIME. AS RECORDED IN THE QUITCLAIM DEED, OFFICIAL RECORDS BOOK 14144, PAGE(S) 2327, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

**SPR 2013-01: GULF GRILL ON MADEIRA BEACH**

**Site Plan Review:** Gulf Grill on Madeira Beach  
14080 Gulf Boulevard  
Madeira Beach, FL 33708

**Property Owner:** Anchorage Bay, LLC  
13336 North Central Avenue  
Tampa, FL 33612

**Developer:** Gulfwaters Land Development, LLC  
13336 North Central Avenue  
Tampa, FL 33612

**Request:** Site Plan Review for a 6,923.6 sq. ft. beach front restaurant

**Location:** 14080 Gulf Boulevard

**Zoning:** R-3, Medium Density Multifamily Residential

**Adjacent Property Uses:** North: Arena de Madeira (a residential condominium)  
South: Kitty Stuart Park (City Park)  
East: Gulf Boulevard / Varied Commercial Uses  
West: Public Beach / Gulf of Mexico

**Site Area:** Approximately 14,059 sq. ft. / 0.32 acres MOL

**Flood Zone:** VE, Elevations 13 and 14, and AE, Elevation 13. Community Panel No. 125127-0191-G. Revised Map Dated September 3, 2003.

**Site Legal:** Lot A, Block A, Second Addition to Gulf Shores, as recorded in Plat Book 21, page(s) 23-24, Public Records or Pinellas County, Florida, less the southeasterly 63.66 feet together with land, if any there be, lying between the sideline of Lot A (less the southeast 63 2/3 feet thereof which is adjacent to and parallel with the northwesterly line of Lot 25, Block "A"), Block "A", second addition to Gulf Shores, according to the plat thereof recorded in Plat Book 21, pages 23 and 24, Public Records of Pinellas County, Florida, as extended to the mean high water line of the Gulf of Mexico as it may exist from time to time. As recorded in the Quitclaim Deed, Official Records Book 14144, Page(s) 2327, Public Records of Pinellas County, FL. Parcel I.D. #10-31-15-34344-001-0010

**Description:** Applicant is seeking to develop subject property as a 6,923.6 square foot restaurant. The Planning Commission is scheduled to hold its review and the first public hearing on this proposed development agreement on March 11, 2013 at 7:00 p.m. The Board of Commissioners is scheduled to hold its review and the second public hearing on this development agreement on April 9, 2012 at 6:00 p.m.

Professional civil plan review services have been provided by the following consultant on behalf of the City of Madeira Beach:

Albert Carrier, PE, PSM  
Principal Engineer  
Deuel & Associates  
Clearwater, Florida

**Site Information:** The following site data table comes from the reviewed site plan and provides an encapsulated overview of the proposed project.

Site Data Table

	Existing Conditions	R-3 Regulations Allowed/Required	R-3 Regulations Proposed
Zoning	R-3 Medium Density Multifamily Residential	R-3 Medium Density Multifamily Residential	R-3 Medium Density Multifamily Residential
Future Land Use	RFM Resort Facilities Medium	RFM Resort Facilities Medium	RFM Resort Facilities Medium
Usage	Vacant Property	Restaurant (Permitted Use)	Restaurant (6,923.6 square feet area)
Lot Area	14,059 sq. ft. 0.32 acres	14,059 sq. ft. 0.32 acres	14,059 sq. ft. 0.32 acres
Lot Width	117.16 ft. (Existing)	40.0 ft. (Minimum Required)	117.16 ft. (Provided)
Lot Depth	120.0 ft. (Existing)	80.0 ft. (Minimum Required)	120.0 ft. (Provided)
Building Coverage (sq. ft. & % of gross site)	Vacant	7,732.45 sq. ft. 55.0 % (Maximum)	6,703.3 sq. ft. 47.7 %
Gross Floor Area (Sq. ft.) FAR (Floor Area Ratio)	Vacant	7,732.45 sq. ft. 0.55% FAR (Maximum)	6,923.6 sq. ft. 49.2% FAR
Setbacks:			
Front (Gulf Blvd side)	25 ft.	25 ft.	25.0 ft.
Side (southeast)	38.66 ft. total / (10 ft. minimum)	38.66 ft. total / (10 ft. minimum)	19.33 ft.
Side (northwest)	38.66 ft. total / (10 ft. minimum)	38.66 ft. total / (10 ft. minimum)	19.33 ft.
Total side combined	38.66 ft. total / (10 ft. minimum)	38.66 ft. total / (10 ft. minimum)	38.66 ft. total (10 ft. minimum)
Rear (beach side)	Setback shall be landward of the CCCL	Setback shall be landward of the CCCL	12.42 ft. landward of the CCCL
Building Height	Vacant (40 ft./3 stories - BFE)	40 ft. or 3 stories above BFE As required by Code	32.83 ft. above BFE (Allowed)
Vehicular Use Area (V.U.A.)	Vacant (Not Applicable)	Not Applicable (Dependent Upon Site)	7,242.8 sq. ft. 51.5 %
Impervious Surface Area (ISR)	0 sq. ft. 0.00 ISR	9,841.3 sq. ft. 0.70 ISR	9,120.0 sq. ft. 64.9 % ISR
Open Space	14,059 sq. ft. 100%	4,217.7 sq. ft. 30 %	7,355.7 sq. ft. 52.3 %
Parking Lot Interior Landscape (10% of site + required buffers)	Vacant (Not Applicable)	1,405.9 sq. ft. + required buffers for vehicular use area	3,141.1 sq. ft. 22.3 %
Parking	Vacant 0 spaces required	Restaurant = 1 space/4 seats As required by Code	217 seats = 54 spaces Site Plan provisions
<b>Parking Calculations/Notes:</b> 162 seats in restaurant @ 1 space/4 seats = 40.50 spaces 55 seats in Tiki and Deck area @ 1 space/4 seats = 13.75 spaces 54.25 spaces required (54 spaces per Code)			
<ul style="list-style-type: none"> <li>• Allowable compact spaces = 20% (54 x 20%) = 11 compact spaces allowed (One compact space provided on site.)</li> <li>• Total number of parking spaces on site = 22 parking spaces (21 regular spaces and 1 compact space).</li> <li>• Total number of approved off-site or shared parking spaces to be provided = 14 (off-site parking lot at 14101 Gulf Boulevard - subject to review and approval through the process outlined in Section 110-955 of the City Code.)</li> <li>• Bicycle Parking Credit = 3 space credit (providing 6 bicycle spaces/ maximum credit = 3 spaces)</li> </ul>			
Minimum number of parking spaces required = 54 Minimum number of parking spaces to be provided = 39 parking spaces (22 on-site, 3 bicycle credits, 14 off-site) Total parking space variance requested = 15			

**Conditions of Approval:**

1. Approval of the related development agreement pertaining to the site development of the subject property as described and depicted in the approved site plan (SPR-2013-01).
2. Where necessary to accommodate proposed development, the applicant shall be responsible for the removal and/or relocation of any and all existing public utilities located on the subject site, including the granting of easements located outside of the building footprint as may be required. This is regardless of whether the public utilities are known at the time of site plan approval or discovered subsequent to such approval. Any required relocation will be subject to approval from the City's Community Services Department.
3. All construction associated with this project shall be subject to the current requirements of the Florida Building Code, Madeira Beach's land development regulations, the Florida Fire Prevention Code, all other technical codes adopted by the City of Madeira Beach, and FEMA. This shall include provisions to meet the turtle lighting requirements.
4. All on-site construction activities related to erosion control shall be applied as required by the Florida Building Code and the Madeira Beach Code of Ordinances.
5. Proof of SWFWMD Environmental Resource permit approval or exemption of the drainage requirements is required prior to the Certificate of Occupancy being issued.
6. Proof of FDOT Access/Driveway permit approval for the ingress and egress to Gulf Boulevard is required prior to the Certificate of Occupancy being issued.
7. Proof of FDOT Drainage Connection permits required prior to the Certificate of Occupancy being issued.
8. If possible, final location of the FDOT Gulf Boulevard crosswalk shown on the site plan shall be identified.
9. The motorcycle parking area shall not interfere with the ingress/egress access points for the Tiki and Deck area noted on the site plan. The standard motorcycle parking space allocation of 4 feet by 8 feet shall be utilized.
10. Final approval of all off-site and/or shared parking by Administration as stipulated by Sections 110-955 and 110-956 of the City Code. Such site plan shall be subject to review by the City's consulting engineer to ensure proper traffic circulation and adequate parking spaces. Such off-site and/or shared parking may be allowed full or part time as stacked valet parking, but must be so noted on the submitted off-site and/or shared parking site plan. As per the site plan, a total of 21 off-site and/or shared parking spaces are to be provided. Such approval is required prior to building permits being issued.
11. Final approval of the City's consulting engineer of the civil and utility site and construction plans prior to building permits being issued.
12. Final approval of the Community Services Director of the plans for solid waste collection prior to building permits being issued.
13. Final approval of the Fire Chief of the site plan as it relates to fire code issues prior to building permits being issued.
14. The dedication of a five (5) foot easement to the City of Madeira Beach for the expansion of additional City metered parking at Kitty Stuart Park by the developer. This action will increase the number of public parking spaces at Kitty Stuart Park to a total of 20 parking spaces. Proof of recordation (at the Developer's expense) of the approved easement is required prior to a Certificate of Occupancy being issued. The developer shall be responsible for the costs associated with the related improvements on City parkland including but not limited to paving and landscaping. The City shall be responsible for the maintenance of Kitty Stuart Park.



15. Final approval of the Community Development Department and the City's consulting civil engineer for the site's compliance with the approved site plan and civil plan prior to the Certificate of Occupancy being issued.
16. The restroom facilities proposed by the Developer of the Gulf Grill on Madeira Beach, which are noted on the Kitty Stuart Park parking lot portion of the site plan, shall be at the expense of said developer. Please note that such restrooms are located within a VE (Velocity) flood zone and must meet FEMA, Pinellas County Contractors' License Board (PCCLB), and the Florida Building Code requirements for such construction. Based on the City's consulting engineer's research, it is likely that FEMA will require the elevation of the restroom facilities to meet velocity zone construction requirements relating to elevation, will mandate construction methodologies such as breakaway wall, and will require provisions for ADA access. Consideration should be given to the possibility of installing a portable bathroom facility that connects to the water and sanitary sewer infrastructure and which can quickly be disconnected from this infrastructure and relocated to a safe location in the event of a pending storm. If such a portable facility is utilized, then the design and appearance of such bathroom facility shall meet the approval of the City. Such a portable facility would be subject to FEMA, PCCLB, and Florida Building Code approval. The developer shall have the option of locating the restrooms on the restaurant site, subject to the recording of an ingress/egress easement for the public use of restrooms, or pay the City the sum of \$\_\_\_\_\_. The City shall provide the maintenance of the restrooms located in Kitty Stuart Park. If the restrooms are located on the restaurant site, the Developer will provide the maintenance. [\*Please note: The City and the Developer are finalizing language relating to the restroom facility. Essentially, the Developer will provide the restroom facility unless otherwise disallowed by FEMA. In such instance, the Developer will increase the restroom facility inside the restaurant. REVISED LANGUAGE COMING.]
17. If required following the Planning Commission public hearing, the Developer shall provide to the City revised plans in response to any additional adjustments to the site plan and its conditions of approval. Such required revisions shall be provided to the Community Development Department no later than March 29, 2013.
18. The proposed restaurant use shall be in compliance with the R-3 zoning district regulations that pertain to restaurant use as defined in Sections 110-527 and 110-530 as shown below. In addition, in order to sell beer, wine, and/or liquor for consumption on premises, there is a specific review process by the Board of Commissioners that is required by Code. It requires a specific application, proper posting of the property, notification to all owners of property within 300 feet of the subject site, a public hearing, review and approval by the Board of Commissioners. These provisions are located in Chapter 110, Article VI, Division 6 (Alcoholic Beverages) of the City Code (Section 110-526 through Section 110-540). The following City Code provisions pertain to restaurants and the allowance of alcoholic beverages at restaurants within R-3 zoning district districts:
  - Sec. 110-527. - Classifications.**
    - (d) *Restaurants. A restaurant is an establishment where beer, or beer and wine, or beer, wine and liquor are sold for consumption on the premises, or for consumption on the premises and package sales, in connection with a restaurant business wherein the combined gross sales of the business operation are more than 60 percent attributable to the sale of food and nonalcoholic items.*
  - Sec. 110-530. - Alcoholic beverage districts, restrictions and distance requirements.**
    - (b) *R-3 districts. Only restaurant establishments as defined in section 110-527 shall be allowed in any district zoned R-3 within the city.*
19. Regarding the abutting Kitty Stuart Park, please note that this is a metered parking lot developed for public use. As such, the parking at Kitty Stuart Park is and shall remain public parking that is available on a first come first served basis. Patrons of the Gulf Grill restaurant may park at Kitty Stuart Park in the same manner as anyone else. However, Kitty Stuart parking spaces may not be otherwise utilized by the restaurant including but not limited to parking reserved or held for the restaurant's use, valet parking, or shared/off-site parking allocated to the restaurant. The park and parking lot hours for Kitty Stuart Park will

be from 6 a.m. to 10 p.m. as stipulated by City Code and subject to the following regulations unless otherwise altered by City Code provisions:

**Sec. 66-72. - Limitations on parking in city parking lots and beach access easements.**  
*Parking of any type motor vehicle is allowed in the city parking lots and beach access easements subject to the following limitations:*

- (1) All vehicles must park within the designated metered spaces;
- (2) No part of the vehicle may extend beyond the limits of the marked parking space;
- (3) Backing of vehicles into metered spaces is prohibited;
- (4) Parking is only allowed during the hours of 6:00 a.m. to 12:00 midnight, unless otherwise posted;
- (5) Meters are in effect on all lots during the allowable hours of operation, seven days a week; and
- (6) Parking is prohibited in all areas during the hours of 12:00 midnight to 6:00 a.m. daily, unless otherwise posted.

**Sec. 66-77. - Kitty Stuart Park.**

*The park and parking lot hours for Kitty Stuart Park, at approximately 141st Avenue and Gulf Boulevard, will be from 6 a.m. to 10 p.m. and subject to the regulations listed in section 66-72 with the exception of subsections (4) and (6).*

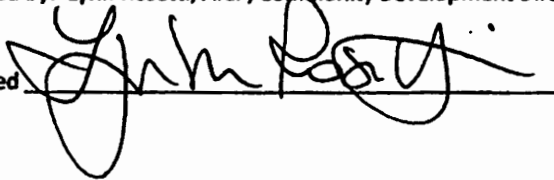
20. The following is the scope of the proposed Kitty Stuart Park construction activities that are to be the responsibility of the Developer:

- a) City will submit drawings prepared by the Developer for F.D.O.T. approval of access construction at the developer's expense and will process permit for resurfacing, curbing and construction of parking lot as approved and of public restrooms and landscape renovation.
- b) Remove all existing curb on south and north property landscape buffers.
- c) Demolish and remove or recondition existing paved surfaces from existing parking lot and entry to edge of Gulf Boulevard road surfaces and replace with concrete.
- d) The design, demolition, construction and all costs of the following scope of work:
  - 1) Demolish existing curbs; remove existing paving and concrete skirt as necessary at entry to Gulf Boulevard.
  - 2) Remove landscaping as required and preserve or relocate on site as possible.
  - 3) Remove existing pavillion and cap existing water line.
  - 4) Construct two (2) new ADA restrooms, compliant with FEMA regulations, as described in the RECITALS. [unless otherwise stipulated as noted in #16]
  - 5) Provide 207 linear feet, plus 4 1/4 inches, of curb per plans.
  - 6) Provide 5,746.44 sq. ft. of 5" concrete or asphalt parking and drive.
  - 7) Provide 5 ft. concrete walkways as shown on approved plan.
  - 8) Provide new landscaping that meets the City's approval and which is distinct and different from the landscaping proposed for the Gulf Grill restaurant.
  - 9) These improvements to Kitty Stuart Park shall be completed to the satisfaction of the City prior to a Certificate of Occupancy being granted to the Gulf Grill restaurant.

- 21. In addition, the Developer is responsible for the construction costs of the proposed dune walkover to be built adjacent to Kitty Stuart Park and the Gulf Grill.
- 22. All of the items to be built by the Developer on the Kitty Stuart Park, including the landscaping, restrooms, and parking spaces, will be maintained by the City of Madeira Beach once the initial construction is complete.

Reviewed by: Lynn Rosetti, AICP, Community Development Director

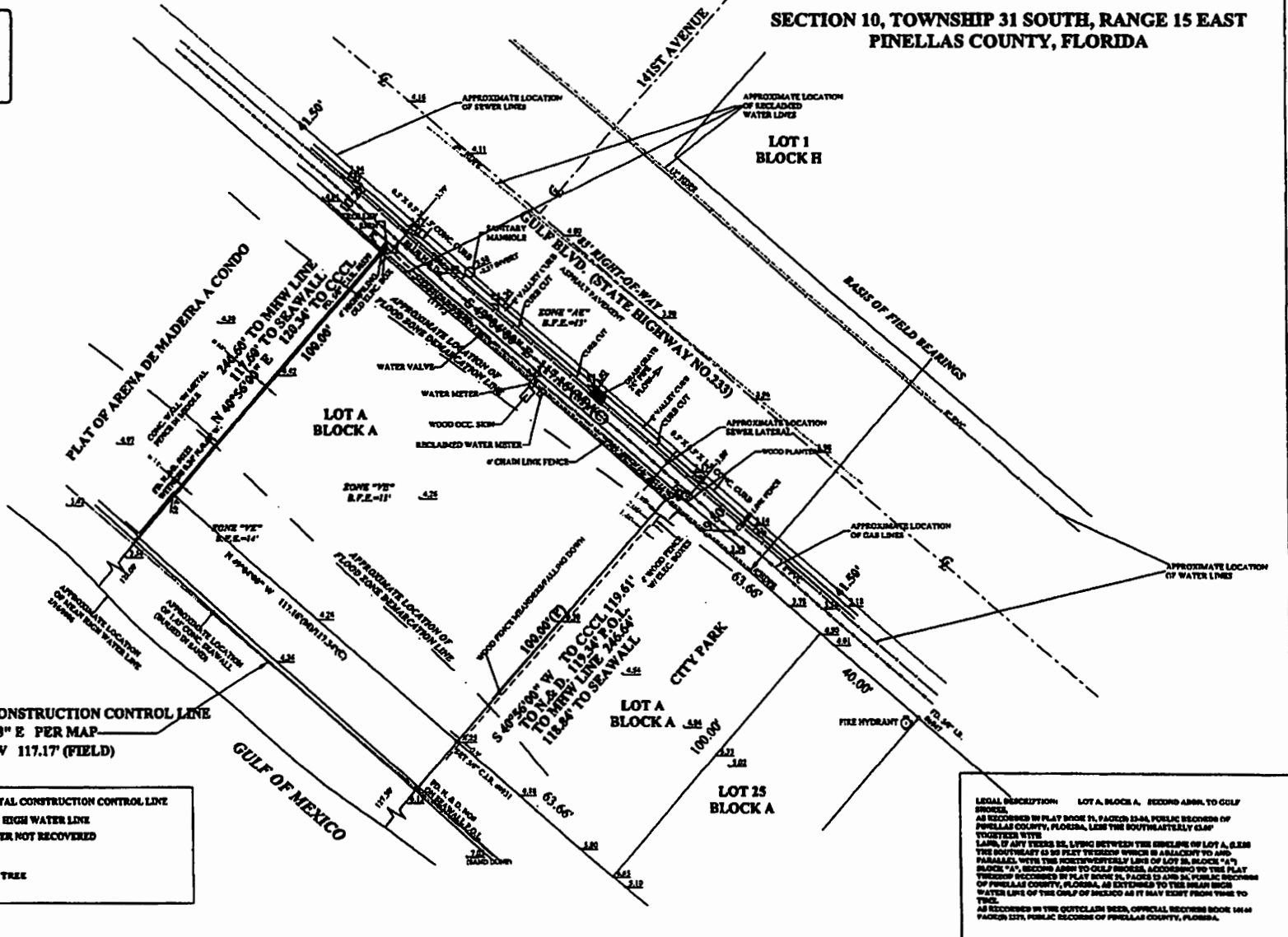
Approved



Date

3/8/2013

SECTION 10, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FLORIDA



COASTAL CONSTRUCTION CONTROL LINE  
N 48°40'58" E PER MAP  
N 49°25'15" W 117.17' (FIELD)

CCCL - COASTAL CONSTRUCTION CONTROL LINE  
MHW - MEAN HIGH WATER LINE  
• - CORNER NOT RECOVERED  
- PALM TREE

LEGAL DESCRIPTION: LOT A, BLOCK A, SECOND ADDN. TO GOLF BROOK, AS RECORDED IN PLAT BOOK 14, PAGE 1244, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. LESS THE SOUTH-WESTERLY CORNER 10' X 10' AREA OF ANY TIECUTS BE LYING BETWEEN THE BOUNDARY OF LOT A, LESS THE NORTHWEST CORNER 10' X 10' AREA WHICH IS ADJACENT TO AND PARALLEL WITH THE NORTH-WESTERLY LINE OF LOT B, BLOCK "A", BLOCK "A", SECOND ADDN. TO GOLF BROOK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 14, PAGE 1244, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS EXTENDED TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AS IT MAY EXIST FROM TIME TO TIME. AS RECORDED IN THE OUTCLAIM DEED, OFFICIAL RECORDS BOOK 14444 PAGE 1274, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

<p><b>APPROVED:</b></p> <p>DATE: _____</p>	<p>PLANNED WITHIN THE SCOPE OF TITLE CONSTRUCTION POLICY</p> <p>BASED ON CERTIFICATIONS MADE AND UTILIZING PINELLAS COUNTY DEED DESIGNATED MADERIA 154 MAP 024, ELEV. -4.40</p>	<p>TYPE OF SURVEY: <u>FIELD SURVEY</u></p> <p>DATE OF FIELD SURVEY: <u>11-11-2011</u></p> <p>DATE OF THIS MAP: _____</p> <p>DATE OF REVISION: _____</p>	<p>ADDRESS: <u>VACANT LOT (ACROSS FROM 1481 AVE.) MADERIA BEACH, FLORIDA</u></p> <p>CERTIFY TO: <u>ANNA A. BORZAK, ARCHITECT</u></p>	<p>SIGNATURE: <u>LAUREN E. PERRY (L.E.P.)</u></p> <p>DATE: <u>11-11-2011</u></p> <p>DRAWN BY: <u>L.P.P.</u></p>	<p><b>L.A. PERRY AND ASSOCIATES, INC.</b> 10700-1480 AVENUE NORTH BIRMINGHAM, FLORIDA 32776 PHONE: (772) 396-0200 FAX: (772) 396-0200 FLORIDA P.E. # 4921</p>
	<p>PREPARED WITHIN THE SCOPE OF TITLE CONSTRUCTION POLICY</p> <p>BASED ON CERTIFICATIONS MADE AND UTILIZING PINELLAS COUNTY DEED DESIGNATED MADERIA 154 MAP 024, ELEV. -4.40</p>	<p>DATE OF FIELD SURVEY: <u>11-11-2011</u></p> <p>DATE OF THIS MAP: _____</p> <p>DATE OF REVISION: _____</p>	<p>ADDRESS: <u>VACANT LOT (ACROSS FROM 1481 AVE.) MADERIA BEACH, FLORIDA</u></p> <p>CERTIFY TO: <u>ANNA A. BORZAK, ARCHITECT</u></p>	<p>SIGNATURE: <u>LAUREN E. PERRY (L.E.P.)</u></p> <p>DATE: <u>11-11-2011</u></p> <p>DRAWN BY: <u>L.P.P.</u></p>	<p><b>L.A. PERRY AND ASSOCIATES, INC.</b> 10700-1480 AVENUE NORTH BIRMINGHAM, FLORIDA 32776 PHONE: (772) 396-0200 FAX: (772) 396-0200 FLORIDA P.E. # 4921</p>



CONCEPTUAL ARTIST'S RENDERING

# Gulf Grill on Madeira Beach

# GULF GRILL ON MADEIRA BEACH 14080 GULF BLVD. MADEIRA BEACH, FLORIDA.

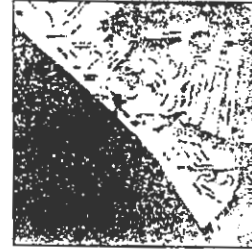
## SITE DATA

SECTION 10, TOWNSHIP 31, SOUTH, RANGE 15, EAST

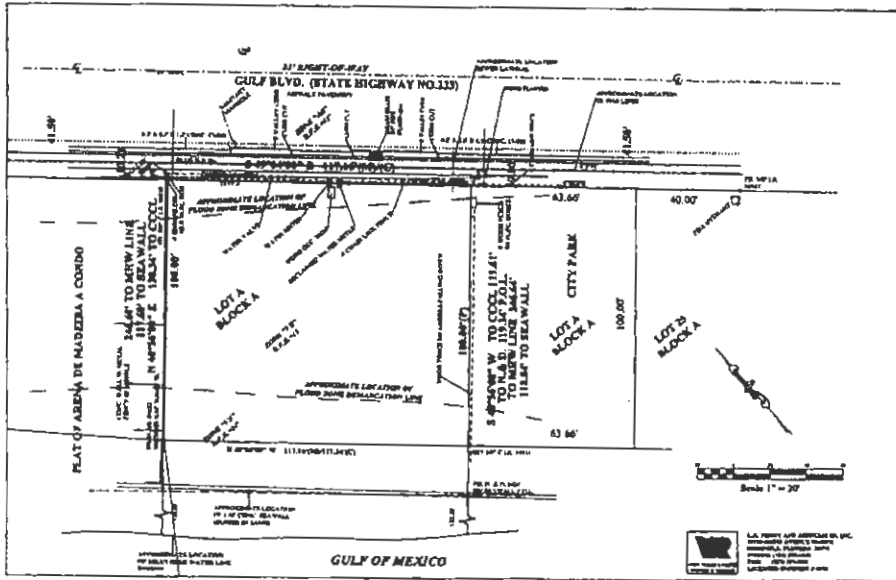
FLOOD ZONE: VARIES 'M' (B.F.E. = 14), 'V' (B.F.E. = 12), & 'AP' (B.F.E. = 12).  
ACCORDING TO F.L.R.M. #125127-0191-G DATED: 9-3-00

## LEGAL DESCRIPTION

LOT A, BLOCK A, SECOND ADDN. TO GULF SHORES,  
AS RECORDED IN PLAT BOOK 21, PAGE(S) 23-24, PUBLIC RECORDS OF  
PINELLAS COUNTY, FLORIDA, LESS THE SOUTHEASTERLY 63.64'  
TOGETHER WITH  
LAND, IF ANY THERE BE, LYING BETWEEN THE SIDELINE OF LOT A, (LESS  
THE SOUTHEAST 43.20 FEET THEREOF WHICH IS ADJACENT TO AND  
PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 25, BLOCK "A")  
BLOCK "A", SECOND ADDN TO GULF SHORES, ACCORDING TO THE PLAT  
THEREOF RECORDED IN PLAT BOOK 21, PAGES 23 AND 24, PUBLIC RECORDS  
OF PINELLAS COUNTY, FLORIDA, AS EXTENDED TO THE MEAN HIGH  
WATER LINE OF THE GULF OF MEXICO AS IT MAY EXIST FROM TIME  
TO TIME.  
AS RECORDED IN THE QUITCLAIM DEED, OFFICIAL RECORDS BOOK 14144  
PAGE(S) 237, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



SITE LOCATION MAP



AERIAL LOCATION MAP

**OWNER**  
ANDERSON RAY LLC  
13326 N CENTRAL AVENUE  
TAMPA, FLORIDA 33612

**DEVELOPER**  
GULFWATERS LAND DEVELOPMENT LLC  
13326 N CENTRAL AVENUE  
TAMPA, FLORIDA 33612

**ARCHITECT**  
JOHN A. BODZIAK, ARCHITECT, AIA, P.C.  
2519 CENTRAL AVENUE  
SAINT PETERSBURG, FLORIDA 33715

**CIVIL ENGINEER**  
MONTECCI & ASSOCIATES P.E.  
19632 CHANCELLOR ST NE  
SAINT PETERSBURG, FLORIDA 33715

STRUCTURAL DESIGN CRITERIA	
SUBMITTALS	
FOUNDATION	SEE FOUNDATION PLAN
SLAB ON GROUND	SEE FLOOR FINISHING PLAN
WALLS	SEE FOUNDATION DETAIL
ROOFING	SEE ROOF FINISHING PLAN
MECHANICAL	SEE MECHANICAL PLAN
PLUMBING	SEE PLUMBING PLAN
ELECTRICAL	SEE ELECTRICAL PLAN
PAINT	SEE PAINT PLAN
GLASS	SEE GLASS PLAN
WOOD	SEE WOOD PLAN
IRON	SEE IRON PLAN
STEEL	SEE STEEL PLAN
CONCRETE	SEE CONCRETE PLAN
ASPHALT	SEE ASPHALT PLAN
GRAVEL	SEE GRAVEL PLAN
SOIL	SEE SOIL PLAN
WATER	SEE WATER PLAN
SEWER	SEE SEWER PLAN
LANDSCAPE	SEE LANDSCAPE PLAN

**SHEET INDEX**

C-4	COVER, INDEX, & SURVEY
A-4-B	ARCHITECTURAL SITE PLAN
C-4-B	CIVIL & UTILITY PLAN
L-4-B	SITE IRRIGATION AND LANDSCAPE PLAN

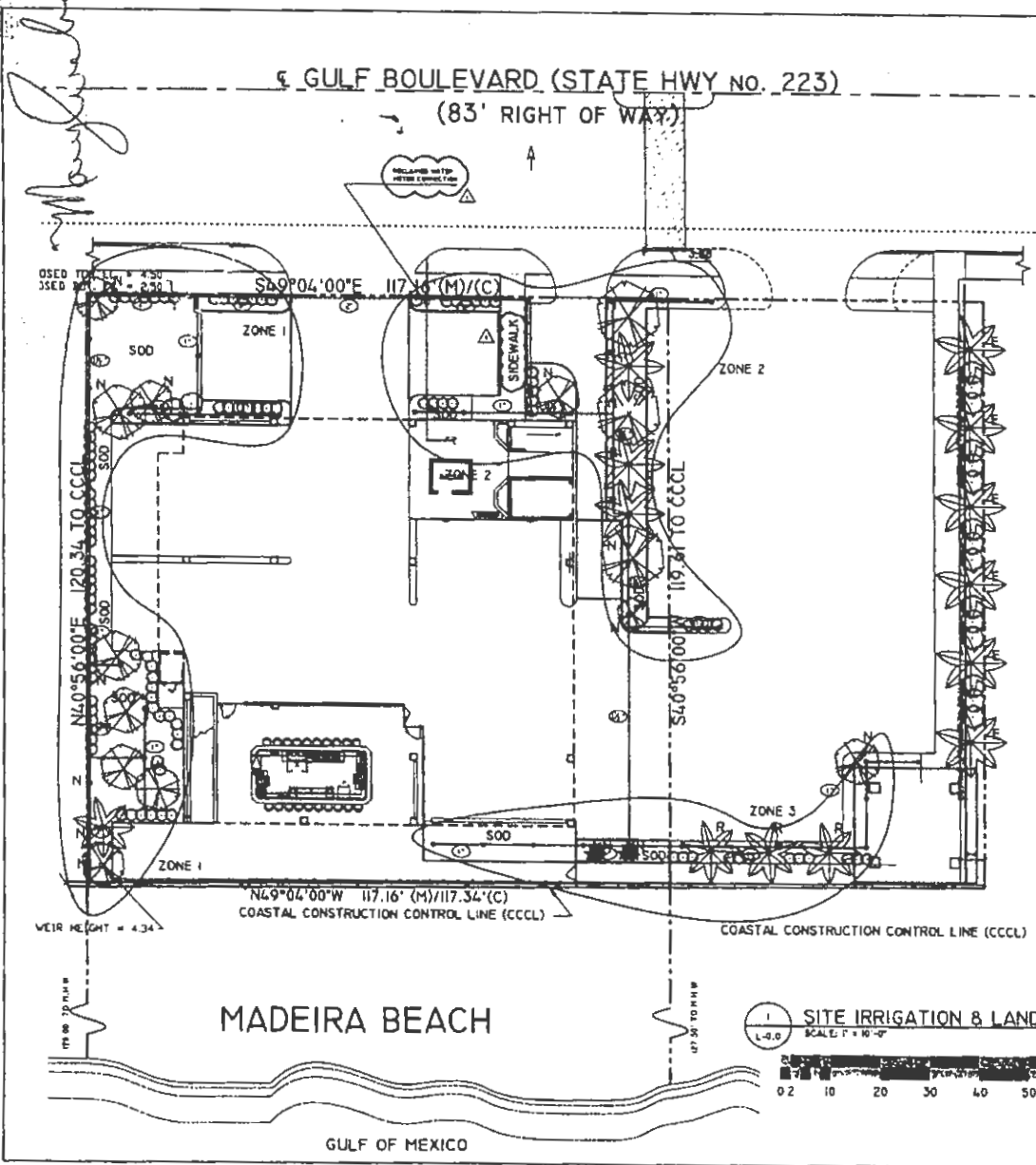
DATE	NOV 15 2000
BY	JOB
CHECKED BY	DATE
APPROVED BY	DATE
SCALE	
PROJECT NO.	
New Restaurant	
GULF GRILL ON MADEIRA BEACH	
14080 GULF BLVD. S.W.	
MADEIRA BEACH, FL 33682	
COVER	
JOHN A. BODZIAK ARCHITECT, AIA, P.C. 2519 CENTRAL AVENUE SAINT PETERSBURG, FLORIDA 33715 PH: 727-921-1111 FAX: 727-921-1112 WWW.BODZIAK.COM	
DATE	NOV 15 2000
BY	JOB
CHECKED BY	DATE
APPROVED BY	DATE
SCALE	
PROJECT NO.	
CO	





FINELAS COUNTY, FL OFF. REC. BK 18140 PG 192

Meyers & Associates



LANDSCAPE LEGEND				
LAND	ABBREVIATION	SYMBOLS, NOTES	COMMENTS	INSTALLATION
1	WYTIUM HORNPLANT	CHESTNUT PALM	5' CT. PLANT, 3' TRUNK	
2	LYCOPODIUM	SHRUB PALM	7' HIG., 12" W. X 12" DIA., FULL GROWN BY 12"	
3	WYTIUM	SHRUB PALM	3' HIG., 12" W. X 12" DIA., FULL GROWN BY 12"	
4	WYTIUM	SHRUB PALM	3' HIG., 12" W. X 12" DIA., FULL GROWN BY 12"	
5	WYTIUM	SHRUB PALM	3' HIG., 12" W. X 12" DIA., FULL GROWN BY 12"	
6	WYTIUM	SHRUB PALM	3' HIG., 12" W. X 12" DIA., FULL GROWN BY 12"	
7	WYTIUM	SHRUB PALM	3' HIG., 12" W. X 12" DIA., FULL GROWN BY 12"	
8	WYTIUM	SHRUB PALM	3' HIG., 12" W. X 12" DIA., FULL GROWN BY 12"	
9	WYTIUM	SHRUB PALM	3' HIG., 12" W. X 12" DIA., FULL GROWN BY 12"	
10	WYTIUM	SHRUB PALM	3' HIG., 12" W. X 12" DIA., FULL GROWN BY 12"	

- PLANT LEGEND:**
- - 
  - 
  - 
  -

**LANDSCAPE FOOTNOTES**

- E DENOTES EXISTING TO REMAIN
- N DENOTES NEW TO BE INSTALLED
- R DENOTES EXISTING TO BE RELOCATED

- IRRIGATION LEGEND**
- RAINBIRD 6" POP-UP SPRAY HEADS (60)
  - IRRIGATION LINE INDICATION
  - IRRIGATION LINE UNDER HARD SURFACE (SLEEVED 3")
  - ☐ HUNTER RAIN SYNC DEVICE (1)
  - ☐ HUNTER I-CORE CONTROLLER (1)
  - INDICATE SCHEDULE 40 PVC PIPE SIZE
- IRRIGATION STATIONS**
- ZONE #1 SPRAY ZONE (26 RAINBIRD POP-UPS)
  - ZONE #2 SPRAY ZONE (21 RAINBIRD POP-UPS)
  - ZONE #3 SPRAY ZONE (13 RAINBIRD POP-UPS)

**SEC. 106-36 - XERISCAPE REQUIREMENTS**

The minimum area required for plant selection and placement shall be as follows:

1. Fifty percent of the subject site in all developments shall be planted with native or drought-tolerant plants in accordance with the xeriscape requirements.
2. The minimum area required for the subject site in all developments shall be as follows:

**SEC. 106-40 - SCREENING OF BACKFLOW PREVENTERS**

Screening of backflow preventers shall be required for all backflow preventers installed in any building or structure. The screening shall be installed in a manner that is visible to the public and shall be maintained in accordance with the requirements of this code.

**SEC. 106-42 - SEA GATES/ SAND DUNES**

The screening of backflow preventers shall be required for all backflow preventers installed in any building or structure. The screening shall be installed in a manner that is visible to the public and shall be maintained in accordance with the requirements of this code.

**1 SITE IRRIGATION & LANDSCAPE PLAN**

L-0.0 SCALE: 1" = 10'-0"

New Restaurant  
GULF GRILL ON MADEIRA BEACH  
MADEIRA BEACH, FL 33486

IRRIGATION PLAN

JOHN A. BODZIAK  
ARCHITECT, A.I.A., P.A.  
1000 W. PALM BEACH BLVD.  
SUITE 100  
PALM BEACH, FL 33480  
TEL: 561-833-1111  
WWW.JABODZIAK.COM





ABP #: 2020-03

### CITY OF MADEIRA BEACH

PLANNING & ZONING DEPARTMENT  
300 MUNICIPAL DRIVE + MADEIRA BEACH, FLORIDA 33708  
(727) 391-9951 EXT. 255 + FAX (727) 399-2131  
Email: [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov)

### ALCOHOLIC BEVERAGE PERMIT APPLICATION

Applicant's Name: Marcus Winters

Type of License Requested: LCOP

Name of Partnership, Corporation, LLC (if applicable): SFMB Madeira Beach LLC

Mailing Address: 9740 16<sup>th</sup> St N St Petersburg FL 33716

Phone(s): 8136795226 Email: MARCUS@SUNPUBS.COM

Type of Ownership:  Individual  Partnership  Corporation  LLC

Name of Business: Caddy's Madeira Beach Business Phone: 8136795226

Physical Address: 14080 Gulf Blvd, Madeira Beach, FL 33708

Parcel #: 10/31/15/34344/001/0010

Legal Description: see attached paper too long to fit.

Number of Seats: Inside: 117 Outside: 100

Zoning District:

- C-1 Tourist Commercial
- C-2 John's Pass Marine Commercial
- C-3 Retail Commercial
- C-4 Marine Commercial
- R-3 Only Restaurant

Classification:

- Package store, beer & wine
- Retail Store, beer, wine
- Package store, beer, wine, liquor
- Restaurants
- Bar
- Club
- Charter Boats

Number of Parking Spaces: 36 HC Parking Spaces: 2 Bike Racks: 2

Hours of Operation:

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 119.0717 are subject to public record request.



M: 8-11

F: 8-12

Tu: 8-11

S: 8-12

W: 8-11

Su: 8-11

Th: 8-12

General Description of Business: Full Service Restaurant.

Supporting Materials Required:

Property Owner's Written Approval  
 Site Plan

Property Survey  
 Signed Certificate of Wet Zone

Questionnaire: On a separate piece of paper, 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 owed by the applicant to the City under any section of the code.

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: Marco Winter Date: 1/7/2021

DISCLAIMER: According to Florida Statute 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 119.072 are subject to public record requests.



**\*\*For City of Madeira Beach Use Only\*\***

Fee: \$500.00     Check # \_\_\_\_\_     Cash     Receipt # 25820

Date Received: 1/17/21    Received by: \_\_\_\_\_

ABP# Assigned: 2021-03

BOC Hearing Date: \_\_\_\_\_     Approved     Denied

[Signature]  
Community Development Director

Date: 1-8-2021

\_\_\_\_\_  
City Manager

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

DISCLAIMER: Pursuant 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 § 119.073 and 119.071 are subject to public record requests.

**ALCOHOLIC BEVERAGE PERMIT APPLICATION**

**Legal Description**

GULF SHORES 2ND ADD BLK A, LOT A LESS SE'LY 63.66FT TOGETHER WITH THAT PART OF SW  
1/4 OF SEC 10-31-15 DESC AS BEG W'LY COR OF SD LOT A TH S48D 2 6'15"E 116.46FT TH  
S42D12'52"W 21.22FT TO COASTAL CONSTRUCTION CONTROL LINE TH ALG SD LINE  
N48D40'58"W 116.47FT TH N42D12'52"E 21.72FT TO POB.

## ALCOHOLIC BEVERAGE PERMIT APPLICATION

### Legal Description

GULF SHORES 2ND ADD BLK A, LOT A LESS SE'LY 63.66FT TOGETHER WITH THAT PART OF SW 1/4 OF SEC 10-31-15 DESC AS BEG W'LY COR OF SD LOT A TH S48D 2 6'15"E 116.46FT TH S42D12'52"W 21.22FT TO COASTAL CONSTRUCTION CONTROL LINE TH ALG SD LINE N48D40'58"W 116.47FT TH N42D12'52"E 21.72FT TO POB.

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.

We will be providing a site down restaurant setting with full three course menu and a bar serving full menu also. We have a proven track record at other locations to be an addition to the city rather than a hindrance. We do not attract or cater to the young party crowd.

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

We have worked hard with the DOT to provide a safe traffic system entering and leaving our restaurant. We also frequently use promotions with UBER and Lyft to encourage our customers to use the system and reduce the amount of traffic congestion.

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

We operate a seafood restaurant and provide a beach themed atmosphere that blends in with the community

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

Our Restaurant does not engage in any activities that will affect 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.

There are no outstanding balances

**SFMB Mad Beach Property LLC  
9740 16 St N,  
St Petersburg, FL 33716**

**01/07/2021**

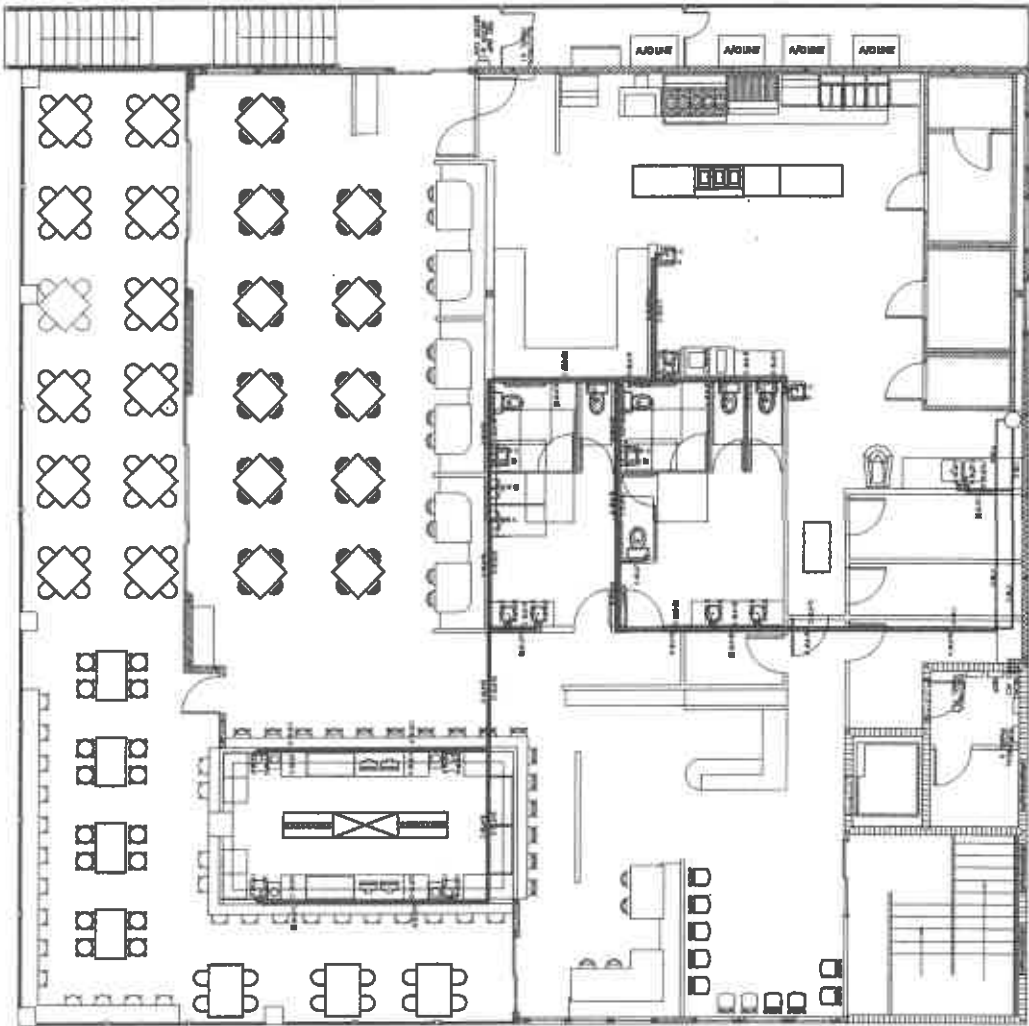
**To City of Madeira Beach**

**As a representative of SFMB Mad Beach Property LLC we give full permission to Caddy's (SFMB Madeira Beach) to obtain a liquor License and operate at restaurant at 14080 Gulf Blvd, Madeira Beach, Fl 33708.**

**Yours Sincerely**

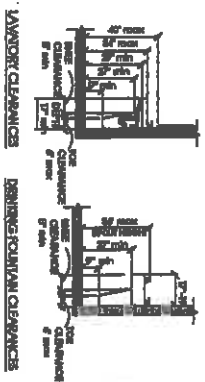
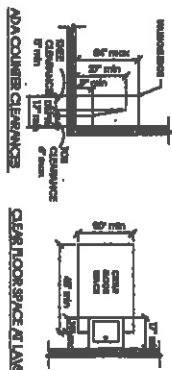
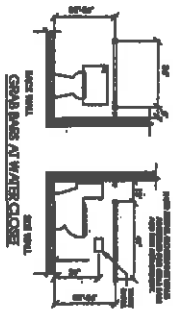
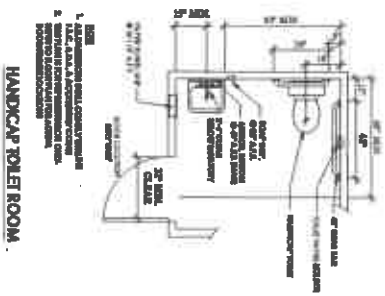
A handwritten signature in blue ink, appearing to read "Marcus Winters", with a long horizontal flourish extending to the right.

**Marcus Winters**



THIS DRAWING IS A GENERAL  
 CONCEPTUAL DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION.

**2ND LEVEL WATER FILMING PLAN**



DATE: 01/15/2014  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

Item 7B.

NADEIRA-BEACH CITY HALL  
308 MUNICIPAL DR  
NADEIRA BEACH FL 33708  
727-331-3031

Term Num: 01745210

### Sale

XXXXXXXXXX1878  
VISA

Entry Method: Chip

Total: \$

503.00

Ref #: 1998

01/07/21

11:23:46

Inv #: 000003

Appr Code: 00-485G

Transaction ID: 100734900134000

Apprvd: Online

Batch#: 000372

Application Label: CHARGE VISA  
AID: 40000000000000000000  
TID: E500  
TRN: 0000000000

I agree to pay above total amount  
according to card issuer agreement  
(Merchant agreement if credit voucher)

*[Signature]*

MINTERS-MARCUS

Merchant Copy

## RECEIPT

OTY 00 112011 1 102000  
300 VENDOR STATE  
00000000000000000000  
00000000000000000000

250220

DATE: 1/17/21

\$ 503.00

DOLLARS

RECEIVED FROM *Marcus Minters*

FOR

*Five hundred & three and 00/100*

AMOUNT OF ACCOUNT	THIS PAYMENT	BALANCE DUE

CASH  
 CHECK  
 CREDIT CARD  
 MONEY ORDER

*[Signature]*

*[Signature]*

THANK YOU





**MEMORANDUM**

TO: Hon. Mayor and Board of Commissioners

THROUGH: Robert Daniels, City Manager

FROM: Linda Portal, Community Development Director 

DATE: 1/11/2021

**RE: ABP 2021-03 Public Hearing to consider a request by Marcus Winters, on behalf of SFMB Madeira Beach, LLC, for an Alcoholic Beverage Use, associated with a 4COP License, for a Beer, Wine, and Liquor Consumption on Premises, with the stated intent to sell liquor, beer, and wine by drink or in sealed containers for consumption on premises of Caddy's Madeira Beach at 14080 Gulf Blvd, Madeira Beach, FL 33708, only.**

**Background**

Section 110-534(a) of the Madeira Beach Code of Ordinances requires approval of the Board of Commissioners to establish an alcoholic beverage use, including consideration of all requirements under Section 110-532.

Pursuant to Section 110-539, the Notice of Public Hearing has been properly sent to all property owners within 300 feet of the subject property 15 days prior to the scheduled consideration by the Board of Commission. Such notice has also been posted on the subject property.

Sec. 110-532, requires that when considering the alcoholic beverage application, the Board of Commissioners shall consider the following factors. Staff analysis follows each:

- (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.**

Gulf Blvd is a major commercial corridor with various restaurants, bars, and hotels that serve alcohol. Restaurants are a permitted use in the R-3 Medium Density Multifamily Residential Zoning District. Restaurants can serve alcohol in R-3 Zoning with some restrictions. To be classified as a restaurant, Section 110-527 requires the combined gross sales of the business operation must be more than 60 percent attributable to the sale of food and nonalcoholic items. The use of restaurant was addressed in neighborhood meetings and public hearing when discussing the development agreement associated with this use. The restaurant and its inclusion of alcohol use is addressed in



the development agreement, which requires all city code definitions be met including the requirement for this hearing and the approval of the BOC. Concerns over the effect of the alcohol use, center on potential noise, the possible extension of service onto the public beach, associated debris on the beach and parking access after park hours. The site is immediately adjacent to a residential use and music type, timing and volume must be limited to protect that use. The use can be expected to impact parking availability at Tom and Kitty Stewart Park even though the development has added several additional spaces to the parking lot. The access to the spaces in the park and access to the public restrooms from the street will be restricted between 10 p.m. and 6 a.m. The development agreement allowed for an outside bar area. Customers ordering food and drink at the bar and then taking it back to the beach will potentially increase litter on the beach. There is a prohibition of glass containers on the beach and a strong littering code that will apply. Also, the service of food and drink on the beach is prohibited. Delivery services and/or equipment, including tables, and chairs may not be regularly employed by the restaurant and/or individual customers for off-site service. In addition to the service providers being found in conflict with this permit, they should be cited for vending without a license to protect the beach, dunes, protected species, and surrounding properties from negative impacts of unregulated traffic, noise, litter, and environmental threat.

**(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.**

Gulf Boulevard has various restaurants along the corridor that already serve alcohol. Food would be the primary focus of the restaurant, while alcohol would be secondary to and compliment the food. There are various hotels and vacation rental condo buildings within walking distance of the restaurant. There is a signalized pedestrian crosswalk near the restaurant. The restaurant will have bike racks and Gulf Blvd is equipped with bike lanes. This is not a free-standing bar activity and so is not anticipated to create traffic additional to that approved for the restaurant but only to expand the menu.

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

The alcoholic beverage request is compatible with zoning under limited definition and with the development agreement. The R-3 zoning district does allow a limited mix of commercial uses including those that serve food and alcohol. Along the Gulf Blvd corridor other uses that sell packaged alcohol are also allowed. Additionally, the location meets the distance requirements of Section 110-530 of the Land Development Regulations, which restricts establishments that serve alcohol to being no closer than 300 feet from property occupied by an established 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.**

Food and Alcohol sold at this premises are only allowed to be served on-site in the restaurant facility. Food and Alcohol are not allowed to be served on the beach nor are tables or chairs allowed on the beach. These conditions are designed to protect environmental resources and the integrity of the land use and zoning designation upon which surrounding property owners rely for the protection of property value and quality of life. The subject site is along a commercial corridor that includes uses that are compatible with an establishment that serves alcoholic beverages.

**(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 building is not complete at this time and is required to undergo several more inspections and development activities before the Certificate of Occupancy is Issued. Each inspection will require a fee to be paid at the time, or before the service is provided.

**Fiscal Impact**

N/A

**Recommendation:**

Staff recommends approval with the following conditions:

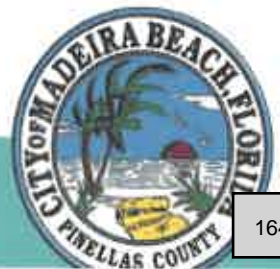
1. Alcohol service is allowed only on site and in conjunction with restaurant and an annual audit will be submitted to the city for review to show 60% of revenue from the restaurant/bar operation is derived from the sale of food.
2. The restaurant and associated activity will be located on existing impervious surface, within the approved site plan area, inside the coastal construction control line, and will not impact the surrounding dunes or beach.
3. Lighting meets ordinance requirements for sea turtle conservation.
4. If the restaurant or bar activity proves to increase activity on the beach at night, the operations will be suspended from dusk until dawn daily during sea turtle nesting season, from April 1<sup>st</sup> to November 30<sup>th</sup> of each year.
5. Both on-site and off-site litter resulting from operation of the commercial use of the property must be managed by the restaurant in a manner consistent with city requirements.
6. Structures outside the enclosed building must be approved for FEMA standards, in accordance with the floodplain management ordinance. Portable features



- must be site plan approved with emergency management protocol for removal in the event of a flooding event.
7. No amplified sound is allowed between the hours of 8:00 PM and 8:00 AM and all city codes must be respected regarding noise or other nuisance activities.
  8. Mobile or off-site vending, to include the delivery of food and beverage to surrounding outdoor areas, is not permitted.
  9. No chairs or tables supplied or contracted for supply by the applicant will be placed on the beach.
  10. The parking area located east of Gulf Blvd is for parking only. No other activities will be conducted on that portion of the site.
  11. All fees and fines associated with the building and development process must be paid as a condition of the issuance of this approval.

**Attachment(s):**

- Application
- Public Notice
- Mailing List with Pictures of Postings





**MINUTES**

**BOARD OF COMMISSIONERS  
REGULAR MEETING  
FEBRUARY 10, 2021  
6:00 P.M.**

A regular meeting of the City of Madeira Beach Board of Commissioners was held at 6:00 p.m. on February 10, 2021 in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

**MEMBERS PRESENT:** John B. Hendricks, Mayor  
Doug Andrews, Vice Mayor/Commissioner District 3  
Helen “Happy” Price, Commissioner District 1  
Nancy Hodges, Commissioner District 2  
John Douthirt, Commissioner District 4 (via teleconference)

**MEMBERS ABSENT:**

**CITY STAFF PRESENT:** Robert Daniels, City Manager  
Clara VanBlargan, City Clerk  
Patty Kordis, Deputy Clerk  
Thomas Trask, City Attorney

**1. CALL TO ORDER**

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

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

Commissioner Hodges gave the Invocation and led the Pledge of Allegiance.

**3. ROLL CALL**

City Clerk Clara VanBlargan called the roll.

**4. APPROVAL OF THE AGENDA**

Vice Mayor Andrews motioned to approve the Agenda. Commissioner Hodges seconded the motion.

**ROLL CALL:**

Vice Mayor Andrews “YES”  
Commissioner Hodges “YES”  
Commissioner Douthirt “YES”  
Commissioner Price “YES”  
Mayor Hendricks “YES”

The motion carried 5-0.

## 5. PROCLAMATIONS/PRESENTATIONS

### 5.1. PROCLAMATIONS – MAYOR/CITY CLERK

### 5.2. PRESENTATIONS (limited to 10 minutes each)

#### **A. Treasure Island Madeira Beach Chamber of Commerce New President Introduction - *Missy Hahn, former Chamber President***

Former Treasure Island and Madeira Beach Chamber of Commerce President Missy Hahn introduced the new Chamber President, Barry Rubin.

#### **B. Firefighter of the Year, Lieutenant Andrew Childers - *Clint Belk, Fire Chief***

Fire Chief Clint Belk introduced Firefighter of the Year, Lieutenant Andrew Childers. He gave a brief description of Lieutenant Childers' background since starting his career with the Madeira Beach Fire Department in 2012 and recognized him for his compelling dedication and continued personal and professional growth to the Department and the community.

## 6. PUBLIC COMMENT

Mayor Hendricks opened to public comment:

Robert Preston, 425 S. Bayshore Drive, was opposed to the City not issuing a Certificate of Occupancy to Caddy's Restaurant because of improper signage on the building. Until there is a review of the outdated sign ordinance, the City should issue Caddy's Restaurant a temporary occupancy certificate.

Vice Mayor Andrews agreed and said the sign ordinance should be on the workshop meeting agenda for review and updating.

City Manager Robert Daniels read public comments electronically submitted:

- Joanne Kelly, 329 Boca Ciega Point Boulevard, commented that the 9-11 Memorial was sacred, and parking work trucks on the grass was a disgrace to the park.
- John Ryan, 14017 N Bayshore Drive, stressed that the Special Magistrate ruling needed to be enforced at 14011 N. Bayshore Drive. The verdict required gutters to be installed on the home to stop the rain from hitting the roof of his house.
- Noor Hakim, 13045 Gulf Boulevard, owner of a bike rental business in Madeira Beach, said he provided all clients with safety gear and instructions for all cycling rules and regulations. He asked the City to differentiate between e-bikes and electric scooter businesses and allow bike rental businesses to continue rentals in Madeira Beach and neighboring communities.

- Katelyn Boots, 13045 Gulf Boulevard, owner of a bike shop in Madeira Beach, said prohibiting electric bike rentals would affect her business. She has worked hard to ensure people follow all the safety rules and regulations. She urged the City not to punish bike rental businesses for mistakes made by others.

## 7. PUBLIC HEARINGS

- A. PUBLIC HEARING to consider a request by Marcus Winters, on behalf of SFMB Madeira Beach, LLC, for an Alcoholic Beverage Use, associated with a 4COP License, for a Beer, Wine, and Liquor Consumption on Premises, with the stated intent to sell liquor, beer, and wine by drink or in sealed containers for consumption on premises of Caddy's Madeira Beach at 14080 Gulf Blvd, Madeira Beach, FL 33708, only - Linda Portal, Community Development Director**

City Attorney Tom Trask administered the Oath to those commenting on the item.

Community Development Director Linda Portal reviewed the item. She reported the staff analysis for each of the following five factors the Board of Commissioners to consider for the alcoholic beverage application per City Code, Sec. 110-532:

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 is 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 owed by the applicant to the City under any section of the Code.

Community Development Director Linda Portal distributed a copy of the amended conditions to the Board. She reviewed the amended conditions and said the staff recommended approval:

1. Alcohol service is allowed only on site and in conjunction with the restaurant, and an annual audit will be submitted to the City for review to show 60% of revenue from the restaurant/bar operation is derived from the sale of food and other non-alcoholic items, in keeping with code language, Sec. 110-527. Classifications. (d)-Restaurants.
2. The restaurant and associated activity will be located on existing impervious surface, within the approved site plan area, inside the coastal construction control line, and will not impact the surrounding dunes or beach.
3. Lighting meets ordinance requirements for sea turtle conservation.

4. The property will be designed and operated in keeping with all noise, lighting, and sea turtle protection regulations as updated.
5. Both on-site and off-site litter resulting from the operation of the commercial use of the property must be managed by the restaurant in a manner consistent with city requirements.
6. Structures outside the enclosed building must be approved for FEMA standards, in accordance with the floodplain management ordinance. Portable features must be site plan approved with emergency management protocol for removal in the event of a flooding event.
7. No amplified sound is allowed between the hours of 9:00 p.m. and 7:30 a.m. Sunday through Thursday, and 11:00 p.m. through 7:30 a.m. on Friday, Saturday, and the evening before a national holiday, and all city codes must be respected regarding noise or other nuisance activities.
8. Mobile or off-site vending, to include the delivery of food and beverage to public land or right-of-way, including to Tom and Kitty Stuart Park, will not be permitted.
9. No chairs or tables supplied or contracted for supply by the applicant will be placed on the beach.
10. The parking area located east of Gulf Boulevard is for parking only. No other activities will be conducted on that portion of the site.
11. All fees and fines associated with the building and development process must be paid as a condition of the issuance of this approval.

Mayor Hendricks requested a privacy fence to be installed to the north and south adjacent properties to buffer noise and protect the residents' privacy.

Commissioner Hodges asked if all of the conditions had been approved by the owner of Caddy's. Director Portal said yes.

Commissioner Price asked if there would be a list of conditions for every alcoholic license going forward. Director Portal said this was an unusual situation, and the Planning Department had to address compatibility in land-use changes.

Vice Mayor Andrews said the City needed to be consistent with every review process.

Community Development Director Linda Portal asked that the Development Agreement and the Memorandum be submitted into evidence and presented to the City Clerk.

Attorney Brian Aungst, 625 Court Street, representing SFMB Madeira Beach LLC's, thanked the Board and staff for all their hard work on the project. He requested amending condition # 9, adding the word "public" before the word beach. He and Mr. Winters had input on the eleven conditions and agreed with all. He reviewed the Development Agreement entered into in 2013 and said his client purchased the property in 2017. His client had lived up to every condition within the site plan, which raised concern about adding a fence and if there would be any site plan specific issue. He asked that staff review options for a fence and if it would be feasible.



Attorney Trask opened to public comment:

- Robert Preston, 425 S. Bayshore Drive, said the surrounding areas by Caddy's were residential. He was in favor of having more conditions for the project to be respectful to the neighborhood.
- Barry Rubin, Madeira Beach and Treasure Island Chamber of Commerce, was in favor of the Caddy's Restaurant project.
- Richard Harris, 374 Bay Plaza, Treasure Island, said Caddy's Sunset Beach has been an asset to the community.
- Jeff Beggins, 429 Boca Ciega Drive, said Caddy's would be a welcome addition to Madeira Beach.
- Attorney Aungst said he appreciated working with the staff. The owner of Caddy's could abide by the current conditions presented. Without a Civil Engineer's review of the proposed fence, they could not commit to adding a privacy fence condition.

City Manager Robert Daniels read the following public comments electronically submitted that stressed concerns on the proposed item:

- Pamela and Michael Fournier, 14146 Gulf Boulevard
- Wesley and Nancy Nichols, 14146 Gulf Boulevard
- Antonio and Francesca Puntillo, 14146 Gulf Boulevard
- Diane Mills, 14146 Gulf Boulevard
- Carol Lyle, 14146 Gulf Boulevard
- Ruth and Tony DeLisio, 14146 Gulf Boulevard
- Mark Gannon, 14146 Gulf Boulevard
- Kevin and Janet Gibbons, 14146 Guld Boulevard
- Glen Marconcini, 14010 Gulf Boulevard
- James Lyle, 14146 Gulf Boulevard
- Arthur Clark, Arena de Madeira
- Diane Mills, 14146 Gulf Boulevard

City Manager Robert Daniels read the following public comments electronically submitted that were in favor of the proposed item:

- Robin Miller, Tampa Bay Beaches Chamber of Commerce
- Lawrence Lunn, 11130 1<sup>st</sup> Street E.

Attorney Aungst addressed some of the written comments and said Mr. Rubin and Mr. Winters held a Zoom meeting on February 4, 2021, for surrounding residents to answer questions and concerns.

Mayor Hendricks asked Mr. Winters if he would put up a privacy fence on each side of the property next to the condominiums. Mr. Winters said he would.

Vice Mayor Andrews motioned to approve the Alcoholic Beverage Use Application submitted by SFMB Madeira Beach, LLC, for an Alcoholic Beverage Use, associated with a 4COP License, for a beer, wine, and liquor consumption on premises with the stated intent to sell liquor, beer, and wine by drink or in sealed containers for consumption on premises of Caddy’s Madeira Beach at 14080 Gulf Blvd, Madeira Beach, FL 33708, only, with the stated conditions by City staff. Commissioner Hodges seconded the motion.

ROLL CALL:

Vice Mayor Andrews	“YES”
Commissioner Hodges	“YES”
Commissioner Douthirt	“NO”
Commissioner Price	“YES”
Mayor Hendricks	“YES”

The motion carried 4-1.

**B. PUBLIC HEARING to consider a request by Amy B. Powell, on behalf of Coastal Taco, LLC, for Alcoholic Beverage Use, associated with a 2COP License, for beer and wine consumption on the premises with stated Intent to sell beer and wine by drink or in sealed containers for consumption on premises of Coastal Taco at 14601 Gulf Blvd, Madeira Beach, FL 33708, only. - Linda Portal, Community Development Director**

City Attorney Tom Trask administered the Oath to those commenting on the item.

Community Development Director Linda Portal reviewed the item and answered questions and comments made by the Board. Her report was submitted into evidence to the City Clerk.

Amy Powell, 15320 Harbor Drive, owner of Coastal Taco located at 14601 Gulf Boulevard, said she was very excited to get her business underway.

Attorney Trask opened to public comment. There were no comments received in person or electronically.

Commissioner Price motioned to approve the Alcoholic Beverage Use Application submitted by Coastal Taco, LLC, for an Alcoholic Beverage Use, associated with a 2COP License, for a beer and wine consumption on-premises with the stated intent to sell beer and wine by drink or in sealed containers for consumption on premises of Coastal Taco at 14601 Gulf Blvd., Madeira Beach, FL 33708. Vice Mayor Andrews seconded the motion.

ROLL CALL:

Commissioner Price	“YES”
Vice Mayor Andrews	“YES”
Commissioner Hodges	“YES”
Commissioner Douthirt	“YES”
Mayor Hendricks	“YES”

The motion carried 5-0.

**7. CONSENT AGENDA**

Commissioner Price asked to remove Consent Agenda Item 8. C., Approve scope of work for Cardno to perform the Seawall Assessment for \$33,000. The City Manager recommended moving the item to Agenda Item 11. D., under New Business. Mayor Hendricks agreed.

- A. Approval of Minutes**
- B. FDOT - State Highway Lighting, Maintenance, and Compensation Agreement - *Jamie Ahrens***
- C. Approve scope of work for Cardno to perform the Seawall Assessment for \$33,000 - *Jamie Ahrens, Public Works Director***

This item was moved for discussion under New Business.

- D. Professional Records Management and Information Management Services – SML, Inc. - *Clara VanBlargan, City Clerk***

Commissioner Price motioned to approve the Consent Agenda and move Consent Agenda Item 8. C., Approve scope of work for Cardno to perform the Seawall Assessment for \$33,000 to Agenda Item 11.D., under New Business. Vice Mayor Andrews seconded the motion.

**ROLL CALL:**

- Commissioner Price       “YES”
- Vice Mayor Andrews     “YES”
- Commissioner Douthirt   “YES”
- Commissioner Hodges     “YES”
- Mayor Hendricks         “YES”

The motion carried 5-0.

**8. UNFINISHED BUSINESS**

**9. CONTRACTS/AGREEMENTS**

**10. NEW BUSINESS**

- A. Proposal for purchasing property on Palm Street for the purpose of putting a parking lot there to ease the burden of lack of parking in the City (proposal to be provided before the meeting) - *Vice Mayor Andrews***

Vice Mayor Andrews reviewed the item and answered questions and comments by the Board. He said the proposal included a finished parking lot for \$430,000 with ten parking spots. The figures included the \$250,000 sale price of the property, the exact price Caddy’s paid for the property in 2017. The remaining \$180,000 would be for the cost per parking spot of \$18,000, including

engineering, civil site work, drainage, utilities, footpaths, permeable pavers, and landscaping. There could be a possibility of three additional parking spots on 141<sup>st</sup> Avenue. He asked to change the “No Parking” signs on 141<sup>st</sup> Avenue to “Resident Parking Only.” The City Manager said he would check on the signs.

After discussion by the Board, it was decided to have the property appraised to determine the value and bring the item back to the Board in March.

Mayor Hendricks opened to public comment:

Robert Preston, 425 S. Bayshore Drive, asked if the Palm Street property purchase was in the budget.

Deby Weinstein, 441 129<sup>th</sup> Avenue, suggested using the parking lot's recorded revenue at 134<sup>th</sup> Avenue and Gulf Boulevard for comparison income for the proposed parking lot. She questioned if it was proper procedure for the Commissioner to recommend the item instead of staff.

**B. Resolution 2021-02, Amendments to Purchasing Procedures Manual - Andrew Laflin, Financial Consultant**

City Attorney Tom Trask read Resolution 2021-02 by title only:

**RESOLUTION 2021-02**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE CITY OF MADEIRA BEACH PURCHASING PROCEDURES MANUAL, VERSION 2021; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.**

Financial Consultant Andrew Laflin reviewed the item and answered questions and comments made by the Board.

Mayor Hendricks opened to public comment. There were no comments received in person or electronically.

Commissioner Price motioned to approve Resolution 2021-02, amendments to the Purchasing Procedures Manual. Vice Mayor seconded the motion.

**ROLL CALL:**

- Commissioner Price “YES”
- Vice Mayor Andrews “YES”
- Commissioner Douthirt “YES”
- Commissioner Hodges “YES”
- Mayor Hendricks “YES”

The motion carried 5-0.

**C. Resolution 2021-03, Requesting the International City/County Management Association (ICMA) to reinstate former city manager Shane Crawford as a member to the ICMA - Mayor Hendricks**

City Attorney Tom Trask read Resolution 2021-03 by title only:

**RESOLUTION 2021-03**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, REQUESTING THE INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION (ICMA) TO REINSTATE FORMER CITY MANAGER SHANE CRAWFORD AS A MEMBER OF THE ICMA; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.**

Mayor Hendricks reviewed the item and answered questions and comments made by the Board.

Mayor Hendricks opened to public comment.

The following people commented in opposition of proposed Resolution 2021-03:

- Jean Chivington, 14902 N. Bayshore Boulevard
- Jim Rosteck, 480 137<sup>th</sup> Avenue Circle
- Janet Emmila, 15403 2<sup>nd</sup> Street E.

City Manager Robert Daniels read the following public comments electronically submitted opposing proposed Resolution 2021-03:

- Thomas Schaefer, 850 Bay Point Drive
- Denise Rostek, 480 137<sup>th</sup> Avenue Circle
- William Howell, [no address given]
- Deborah Maxemow, [no address given]
- Mark Hubbard, Hubbards Marina
- Bill Gay, 423 150<sup>th</sup> Avenue

City Manager Robert Daniels read the following public comment electronically submitted in favor of proposed Resolution 2021-03:

Shane Crawford, [no address given], asked the Board to approve proposed Resolution 2021-03.

Robert Preston, 425 S. Bayshore Drive, approached the podium to speak. He said Shane Crawford's termination was a vendetta against his involvement in developing the Town Centre by Madeira Beach United, other groups, and previous staff.

Commissioner Hodges motioned to approve Resolution 2021-03. Commissioner Price seconded the motion.

ROLL CALL:

Vice Mayor Andrews	“YES”
Commissioner Price	“YES”
Commissioner Douthirt	“NO”
Commissioner Hodges	“YES”
Mayor Hendricks	“YES”

The motion carried 4-1.

**D. Approve scope of work for Cardno to perform the Seawall Assessment for \$33,000 - Jamie Ahrens, Public Works Director**

This item was moved from the Consent Agenda.

Public Works Director Jamie Ahrens reviewed the item and answered questions and comments made by the Board. He reported his findings of the assessments of the seawalls. He said the work done now would be a preventative measure for the seawall maintenance in the future.

Mayor Hendrick opened to public comment.

Robert Preston, 425 S. Bayshore Drive, was in favor of the project.

Commissioner Price motioned to approve the scope of work for Cardno to perform the Seawall Assessment for \$33,000. Vice Mayor Andrews seconded the motion.

ROLL CALL:

Commissioner Price	“YES”
Vice Mayor Andrews	“YES”
Commissioner Douthirt	“YES”
Commissioner Hodges	“YES”
Mayor Hendricks	“YES”

The motion carried 5-0.

**11. STAFF REPORTS**

Recreation Director Jay Hatch gave an update on upcoming special events.

**12. REPORTS/CORRESPONDANCE**

**A. City Commission**

Commissioner Price reported the cancelation of the Library’s special meeting.

Commissioner Hodges announced an upcoming Rotary event to take place on Tuesday, February 23, 2021. She asked Attorney Trask if she could invite the Commissioners to the event. Attorney Trask said Commissioners could attend. They just cannot talk about City business.

#### **B. City Attorney**

City Attorney Trask thanked the Commissioners for the Shade meeting. He reminded them the discussion was confidential.

#### **C. City Manager**

City Manager Robert Daniels reported he attended a meeting with the City Manager from St. Pete Beach and Treasure Island. The topics included parking fees and electric scooters. The City of Treasure Island's parking fees are \$2.75 per hour, and that of the City of St. Pete Beach is \$3.25 per hour. There are safety concerns with electric scooters, electric bikes, and bikes on the beach. It was agreed that similar regulations and ordinances should be established for the surrounding beach communities for the electric scooter issues.

The City Manager said staff was organizing a contest in March to the renaming of Causeway Park. Residents and Madeira Beach Middle School will be invited to participate in the contest.

The City Manager said the City received \$88,170.50 through grant money from the CARES Act. The reimbursement was for necessary expenditures incurred due to the public health emergency with respect to the 2019 Coronavirus Disease.

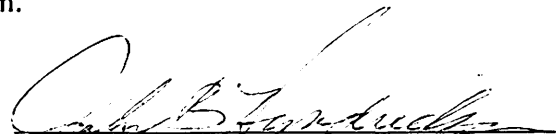
Commissioner Price asked for a review of the Code Enforcement and Code Compliance reported numbers on the January 2021 report. The City Manager said he would verify the numbers and report back to the Board.

#### **D. City Clerk**

The City Clerk said on February 24, 2021, the Florida League of Cities will be hosting a virtual mandatory Ethics Training. City Hall will be closed during the training so all can attend.

### **13. ADJOURNMENT**

Mayor Hendricks adjourned the meeting at 9:05 p.m.



John B. Hendricks, Mayor

ATTEST:

  
Clara VanBlargan, MMC, MSM, City Clerk







**Memorandum**

**Meeting Details:** May 22, 2024, BOC Workshop Meeting

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

**From:** Community Development Department

**Subject:** Potential amendments to Chapter 34 Environment, Article III Noise of the Madeira Beach Code of Ordinances

**Background:** The Board of Commissioners discussed potential negative outcomes from mechanical units and hours of operations on commercial properties adjacent to residentially zoned areas. The recent discussion of Ordinance 2024-02 Open Accessory Structures/Shade Structures amends the accessory structure section in the Code and sparked discussion about potential negative impacts with noise. The Board also received concerns and complaints about noise generated during special events.

**Discussion:** Madeira Beach Code of Ordinances (Sec. 34-90) references the adoption of the Pinellas County Code (Section 58-441 et seq.), but also has a section for enumeration (Sec. 34-87). If the Board of Commissioners would like to pursue more restrictive noise regulations, Section 34-87 provides a potential area to add specific timeframes and/or decibel levels so that our Code would not have to recreate all of Pinellas County’s noise ordinance verbiage.

Madeira Beach adopted Pinellas County’s noise regulations which do not account for noise across waterways (see table below).

Section 58-450 Table 2.

Zone from which noise emanates	Adjoining commercial zone (no time limit)	Adjoining residential zone 7:00 a.m.—11:00 p.m., Monday through Saturday
Industrial	72 dBA	66 dBA
Commercial	66 dBA	60 dBA

The maximum permitted noise level emanating from a commercially or industrially zoned district, measured at the nearest adjacent residentially zoned property line for the hours between 11:00 p.m. and 7:00 a.m., Monday through Saturday and during all hours of Sunday, shall be 55 dBA.

Moving forward with amending the noise section in the Code, the Board should be aware of other protections in the Florida Statute and exceptions in the Pinellas County noise ordinance. The Florida Statute 379.2351 discusses the importance of commercial and recreational fishing operations and protection of those operations in developing and urbanizing areas. FS 379.2351 “prevents the curtailment or abolishment of commercial and recreational fishing operations solely because the area in which they are located has changed in character or the operations are displeasing to neighboring residents.” The statute goes on to specify legal protection and local ordinances. Staff searched for further assistance in what the city may legally adopt or amend and have not found a clear answer on the topic. Section 58-450(c) of the Pinellas County Noise Ordinance also includes exceptions to the maximum noise levels which includes “A further exception to the noise levels listed in table 2 shall be permitted in instances where an industry or commercial business had in prior years established its place of business in an area away from a residential zone, and subsequently, through the encroachment of residential development or rezoning, now finds itself adjoining a residential zone. In instances of this latter nature, the noise ordinance pertaining to industrial-commercial boundaries shall govern, and the business shall not be required to meet those noise levels pertaining to residential boundaries.”

**Recommendation:**

BOC to provide recommendations to city staff for further research and potential amendments. City staff recommends finding a subject expert in working waterfronts and commercial and recreational fishing operations in what is reasonable for hours of operations and decibel levels emanating from these types of industries.

**Fiscal Impact or Other:**

It would be reasonable to anticipate fiscal impacts to businesses if they were required to expend funds to mitigate their current noise and become compliant with new, more restrictive codes. Limited fiscal impact would be expected for additional enforcement of more restrictive codes.

**Attachments:**

- Madeira Beach Code\_Noise
- Pinellas County Code\_Noise
- Florida Statute 379.2351

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## ARTICLE III. NOISE<sup>1</sup>

### Sec. 34-86. Prohibited generally.

It shall be unlawful for any person to willfully make, continue to cause to be made or continued any loud and raucous noise, which term shall mean any sound which, because of its volume level, duration and character, annoys, disturbs, injures or endangers the comfort, health, peace or safety of reasonable persons of ordinary sensibilities within the limits of the city. The term includes the kinds of noise generated by activities enumerated in section 34-87, except as provided section 34-89. The term shall be limited to loud and raucous noise heard upon the public streets, in any public park, in any school or public building or upon the grounds thereof while in use, in any church or hospital or upon the grounds thereof while in use; upon any parking lot open to members of the public as invitee or licensees, or in any occupied residential unit which is not the source of the noise or upon the grounds thereof, and in any event from any location not less than 50 feet from the source of the noise, measured in a straight line from the radio, loudspeaker, motor, horn or other noise source.

(Code 1983, § 12-108(A))

### Sec. 34-87. Enumeration.

The following acts, as limited by section 34-86, and subject to the exceptions provided in section 34-89, are declared to be public nuisances in violation of section 34-86:

- (1) *Exhaust of engines, whistles, pile drivers, etc.* The discharge into the open air of the exhaust of any steam engine or stationary internal combustion engine except through a muffler or other device which will effectively prevent loud and raucous noises therefrom.
- (2) *Pile drivers, etc.* The operation between the hours of 10:00 p.m. and 7:30 a.m. Monday through Saturday or at any time on Sunday, of any pile driver, steam shovel, pneumatic hammer, derrick, dredge, steam or electric hoist or other appliance, the use of which is attended by loud and raucous noise.
- (3) *Blowers.* The operation of any blower or power fan or any internal combustion engine, the operation of which causes loud and raucous noise, unless the noise from such blower or fan is muffled or such engine is equipped with a muffler device sufficient to prevent loud and raucous noise.
- (4) *Horns, signaling devices, etc.* The sounding of any horn, whistle or other audible signaling device so as to create a loud and raucous noise.
- (5) *Radios, amplifiers, phonographs, etc.* The using, operation or permitting to be placed, used or operated any radio, amplifier, musical instrument, phonograph or other device for the producing or reproducing of sound in such manner as to cause loud and raucous noise is prohibited. Amplified outdoor sound, music, or live entertainment shall be prohibited between the hours of 9:00 p.m. to 7:30 a.m. Sunday

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<sup>1</sup>County code reference—Noise, § 58-441 et seq.

Cross reference(s)—Excessive noise or disturbance from animals prohibited, § 10-6.

State law reference(s)—Motor vehicle noise, F.S. § 403.415.

through Thursday, and 11:00 p.m. to 7:30 a.m. Friday through Saturday, unless approved by the city manager.

- (6) *Sound trucks.* No amplifier or loudspeaker in, upon or attached to a sound truck or other device for amplifying sound shall be operated or permitted to operate within the city for advertising purposes or to attract the attention of the public.
- (7) *Yelling, shouting, etc.* Yelling, shouting, whistling or singing at any time or place so as to create a loud and raucous noise between the hours of 10:00 p.m. and 7:30 a.m. daily.
- (8) *Animals, birds, etc.* The keeping of animal or bird which habitually cause a loud and raucous noise.
- (9) *Defect in vehicle or load.* The use of any motor vehicle so out of repair, so loaded or in such a manner as to create loud grating, grinding, rattling or other loud and raucous noise or which is not equipped with a muffler in a good working order and in constant operation so as to prevent loud and raucous noise.
- (10) *Construction or repairing of buildings.* The erection (including excavating), demolition, alteration or repair of any building or the excavation of streets and highways so as to create a loud and raucous noise between the hours of 10:00 p.m. and 7:30 a.m. Monday through Saturday or at any time on Sunday, except in case of urgent necessity in the interest of the public health and safety, and then only with a permit from the building official, which permit may be granted for a period not to exceed three working days or less while the emergency continues and which permit may be renewed for successive periods of three days or less while the emergency continues. If the building official should determine that the public health and safety necessitates the issuance of such a permit and will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 10:00 p.m. and 7:30 a.m. daily or at anytime on Sunday, he may grant permission for such work to be done within such hours or within a shorter time period during such hours, upon application being made at the time the permit for the work is issued or during the process of the work.
- (11) *Schools, public buildings, churches, hospitals.* The creation of any loud and raucous noise heard within any school, public building, church or any hospital, or the grounds thereof while in use, which interferes with the workings of such institution, or which disturbs or annoys patients in the hospital.
- (12) *Noises to attract attention.* The use of any drum or other instrument or device to create a loud and raucous noise.

(Code 1983, § 12-108(B); Ord. No. 2012-01, § 1, 5-8-12)

### **Sec. 34-88. Responsibility for violation.**

Any person, owner, agent or supervisor in charge of operating, ordering, directing or allowing the operation or maintenance of the device or machine creating a noise as prohibited by this article shall be deemed guilty of violating this article.

(Code 1983, § 12-108(C))

### **Sec. 34-89. Exceptions.**

The term "loud and raucous noise" does not include noise or sound generated by the following:

- (1) Cries for emergency assistance and warning calls.
- (2) Radios, sirens, horns and bells on law enforcement, fire and other emergency vehicles.

- (3) Parades, firework displays and other special events for which a permit has been obtained from the city, within such hours as may be imposed as a condition for the issuance of the permit.
- (4) Activities on or in municipal and school athletic facilities and on or in publicly owned property and facilities, provided that such activities have been authorized by the owner of such property or facilities or its agents.
- (5) Fire alarms and burglar alarms, prior to the giving of notice and a reasonable opportunity for the owner or tenant in possession of the premises served by any such alarm to turn off the alarm.
- (6) Bells which are rung or organs which are played to signal religious services.
- (7) Locomotives and other railroad equipment and aircraft.

(Code 1983, § 12-108(D); Ord. No. 2016-17, § 1, 2-14-17)

### **Sec. 34-90. Adoption of county noise ordinance.**

Pinellas County Code section 58-441 et seq., is hereby adopted in addition to the other provisions of this article to be effective within the city limits.

(Code 1983, § 12-108(E))

### **Sec. 34-91. Penalty.**

- (a) Any person, firm or corporation that violates any provision of this article for which another penalty is not specifically provided shall, upon conviction, be subject to a fine in accordance with the schedule set forth as follows:
  - (1) First violation within any 12-month period\$ 50.00
  - (2) Second violation within any 12-month period200.00
  - (3) Third violation within any 12-month period300.00
  - (4) Fourth violation within any 12-month period400.00
  - (5) Fifth violation within any 12-month period500.00
- (b) Each instance of any violation of this article shall constitute a separate offense.

(Code 1983, § 12-108(F))

**County Code reference**—Noise, § 58-441 et seq.

### **Secs. 34-92—34-110. Reserved.**

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## **ARTICLE XII. NOISE<sup>1</sup>**

### **Sec. 58-441. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*A-weighted level (dBA)* means the total broadband sound level of the noise spectrum as measured using the "A-weighted network" of a sound level meter. The unit of measurement is the dBA. Sound level meter settings shall be for slow response, except for motor vehicle measurements which shall be fast response.

*Ambient noise* means the all-encompassing noise associated with a given environment, being usually a composite of sound from many sources near and far.

*Commercial zone* means any geographic area designated for commercial or professional activities by the zoning authority having jurisdiction over such area, and also includes any area that is designated as institutional on the countywide future land use map.

*Continuous noise* means a noise which remains essentially constant in level during the period of observation.

*County* means Pinellas County.

*Decibel (dB)* means a division of a logarithmic scale used to express the ratio of two like quantities proportional to power or energy. The ratio is expressed in decibels by multiplying its common logarithm by ten.

*Emergency* means a situation wherein immediate work is necessary to restore property to a safe condition following a public calamity or immediate work is required to protect persons or property from an imminent exposure to danger.

*Gross combination weight rating (GCWR)* means the value specified by the manufacturer as the loaded weight of a combination vehicle.

*Gross vehicle weight rating (GVWR)* means the value specified by the manufacturer as the loaded weight of a single vehicle.

*Impulsive noise* means a noise which is characterized by brief excursions of sound pressure which significantly exceed the ambient noise level.

*Industrial zone* means any geographic area designated for industrial or manufacturing activities by the zoning authority having jurisdiction over such area.

*Intermittent noise* means a noise whose sound pressure level exceeds the ambient noise level at either regular or irregular intervals.

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<sup>1</sup>Editor's note(s)—Ord. No. 03-3, § 1, adopted Jan. 7, 2003, amended Art. XII, Noise, in its entirety to read as set out in §§ 58-441—58-454. Formerly, such article, §§ 58-441—58-452, pertained to the same subject matter, and was derived from Ord. No. 74-11, adopted Oct. 15, 1974; and Ord. No. 96-51, adopted July 2, 1996.

Cross reference(s)—Offenses and miscellaneous provisions, ch. 86.

State law reference(s)—Motor vehicle noise, F.S. §§ 316.272 et seq., 403.415 et seq.

*Motor-driven cycle* means every motorcycle and every motor scooter with a motor which produces not to exceed five-brake horsepower, including every bicycle with a motor attached.

*Motor vehicle* means any vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

*Motorcycle* means any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, but excluding a tractor.

*Noise* means one or a group of loud, harsh, nonharmonious sounds or vibrations that are unpleasant and irritating to the ear.

*Noise level* means the sound pressure level as measured in dBA unless otherwise specified. A measurement of noise must be at least five dB above the ambient noise level.

*Octave band* means all of the components in a sound spectrum whose frequencies are between two sine-wave components separated by an octave.

*Residential zone* means any geographic area designated for single-family or multifamily dwellings by the zoning authority having jurisdiction over such area.

*Sound level meter* means an instrument to measure the sound pressure level of relatively continuous and broadband noises. The sound level meter used to determine compliance with this article shall meet or exceed the requirements for type 2 sound level meter in accordance with ANSI Standard S1-4.

*Sound pressure level* means the square ratio, expressed in decibels, of the sound pressure under consideration to the standard reference pressure of 0.0002 dyne/cm<sup>2</sup>. The ratio is squared because pressure squared, and not pressure, is proportional to energy.

*Vehicle* means any device, in, upon or by which any person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

(Ord. No. 03-3, § 1, 1-7-03)

Cross reference(s)—Definitions generally, § 1-2.

## **Sec. 58-442. Declaration of necessity.**

It is found and declared that:

- (1) The making and creation of excessive, unnecessary or unusually loud noises within the county limits is a condition which has existed for some time and the amount and intensity of such noises is increasing.
- (2) The making, creation or maintenance of such excessive, unnecessary, unnatural or unusually loud noises which are prolonged, unusual and unnatural in their time, place and effect of use affect are a detriment to the public health, comfort, convenience, safety, welfare and prosperity of the residents of the county.
- (3) The necessity in the public interest for the provisions and prohibitions contained and enacted in this article is declared as a matter of legislative determination and public policy, and it is further declared that the provisions and prohibitions contained and enacted in this article are in pursuance of and for the purpose of securing and promoting the public health, comfort, safety, welfare and repose of the county and its inhabitants.

(Ord. No. 03-3, § 1, 1-7-03)

### Sec. 58-443. Penalty for violation of article.

Violations of this article are punishable as provided in section 1-8.

(Ord. No. 03-3, § 1, 1-7-03)

### Sec. 58-444. General prohibitions.

- (a) No person shall make, continue, permit, or cause to be made or continued:
- (1) Any unreasonably loud and raucous noise; or
  - (2) Any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity; or
  - (3) Any noise which exceeds the maximum allowable limits set forth in this article.
- (b) Factors which shall be considered in determining whether a violation of subsection (a) above exists shall include, but not be limited to, the following:
- (1) The volume of the noise;
  - (2) The intensity of the noise;
  - (3) The volume and intensity of the background noise, if any;
  - (4) The nature and zoning of the area from which the sound emanates and the area where it is received or perceived;
  - (5) The duration of the noise;
  - (6) The time of the day or night the noise occurs; and
  - (7) Whether the noise is recurrent, intermittent, or constant.
  - (8) Whether a noise complaint, as set forth in section 58-446, has been received by the county.

(Ord. No. 03-3, § 1, 1-7-03)

### Sec. 58-445. Specific acts considered to be unreasonably loud and raucous noise.

Any of the following acts and causes thereof are presumed to be in violation of this chapter and to constitute unreasonably loud and raucous noise. This enumeration does not constitute an exclusive list:

- (1) *Radios, televisions, boomboxes, stereos, musical instruments, drums or similar devices.* Operating, playing or permitting the operation or playing of any radio, television, boombox, stereo, musical instrument, drum or similar device which produces or reproduces sound in such a manner as to be unreasonably loud and raucous, or in such a manner as to unreasonably disturb, injure, or endanger the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity.
- (2) *Radios, televisions, boomboxes, stereos, musical instruments, drums or similar devices in/on any vehicle or by pedestrian.* Operating, playing or permitting the operation or playing of any radio, television, boombox, stereo, musical instrument, drum or similar device, which is located in or on any vehicle or by any pedestrian on publicly owned land or a public parking lot, which produces or reproduces sound in such a manner as to be unreasonably loud and raucous, or in such a manner as to unreasonably disturb, injure, or endanger the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity.

(Supp. No. 118)

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- (3) *Loading and unloading.* Loading and unloading, opening, closing or other handling of boxes, crates, containers, equipment, building materials, garbage cans or similar objects between the hours of 11:00 p.m. and 7:00 a.m. on any day within a residential zone, provided that the noise is unreasonably loud and raucous, and can be heard across the property line of the property from which it emanates.
- (4) *Fireworks.* Using, exploding, or permitting the use or explosion of fireworks, in such a manner as to be unreasonably loud and raucous, or in such a manner as to unreasonably disturb, injure, or endanger the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity. For purposes of this section, the term "firework" shall have the same meaning as specified in F.S. § 791.01, as may be amended from time to time. However, the use or explosion of fireworks shall not be presumed unreasonably loud and raucous when said use or explosion is sponsored by a local government as part of a holiday, municipal or other commemorative event, or otherwise complies with Pinellas County Code, section 62-85, as that section may be amended, or if the use or explosion of fireworks occurs on July 4 or December 31, or within 24 hours of either such date.

(Ord. No. 03-3, § 1, 1-7-03)

### **Sec. 58-446. Noise complaints.**

- (a) Noise complaints may be submitted in writing to the county by any citizen and shall include the name, address, and telephone number of the complainant, as well as the address, to the extent known, of the person responsible for the loud and raucous noise, and a description of the noise. The written complaint shall be in the form of an affidavit, made under oath before an individual authorized by law to take acknowledgements.
- (b) Upon receiving two or more complaints as described in subsection (a) involving loud and raucous noise, from complainants residing at separate addresses, the county will issue a notice of violation to the person responsible for the loud and raucous noise, advising that person of the alleged noise and that immediate steps must be taken to abate the noise. The notice of violation will describe the noise complaint, and will provide a seven-day period within which to correct the problem. If a second complaint is received in the same form as that described in subsection (a), after the seven-day notice period, then a citation may be issued.

(Ord. No. 03-3, § 1, 1-7-03)

### **Sec. 58-447. Exceptions.**

Notwithstanding the noise prohibitions set out in this article, the following shall be permitted:

- (1) The operation of warning or emergency signal devices such as sirens, horns, and bells when utilized for their intended purpose.
- (2) Noises resulting from equipment or operations incidental to the emergency repair of facilities or restoration of services such as public utilities or other emergency activities in the public interest.
- (3) Ordinary noise created by the operation of railways, shipping lanes and aircraft.
- (4) Noises consistent with cultural, historical or traditional observances, holidays and ceremonies, provided that a permit for such event has been obtained from the county administrator, city manager or town manager in accordance with section 58-451.

(Ord. No. 03-3, § 1, 1-7-03)

**Sec. 58-448. Waivers.**

- (a) Applications for waivers for relief from the maximum allowable noise level limits designated in this article shall be made in writing. Such applications for waivers shall be made to the county administrator or his duly authorized representative when the activity creating such noise is located within the unincorporated area of the county or with the city manager or town manager when the activity is located within the boundaries of their respective municipality. Any waiver granted by the county administrator, a city manager or town manager under this section must be in writing and shall contain all conditions upon which such permit shall be effective. The county administrator, city manager or town manager or their duly authorized representatives may grant the waiver as applied for under the following conditions:
- (1) The county administrator, city manager or town manager may prescribe any reasonable conditions or requirements they deem necessary to minimize adverse effects upon the community or the surrounding neighborhood, including but not limited to the use of mufflers, screens or other sound attenuating devices.
  - (2) Waivers from maximum allowable noise level limits may only be granted for noises created within an industrial or commercial zone by operations which were in existence on the effective date of Ordinance [No. 03-3] from which this article derives.
  - (3) Waivers may be issued for no longer than 180 days, renewable by further application to the county administrator, city manager or town manager.
- (b) Any party feeling aggrieved by the denial of its application for waiver under this section by the county administrator may appeal such denial to the board of county commissioners, such appeal to be filed within 30 days from the date of denial.
- (c) Any party feeling aggrieved by the denial of its application for waiver by a city manager or a town manager may appeal such denial to the governing body of that municipality, such appeal to be filed within 30 days from the date of denial.

(Ord. No. 03-3, § 1, 1-7-03)

**Sec. 58-449. Construction noise.**

- (a) No person shall operate or permit to be operated any power-driven construction equipment without a muffler or other noise reduction device at least as effective as that recommended by the manufacturer or provided as original equipment.
- (b) No construction activities shall be permitted between the hours of 11:00 p.m. and 7:00 a.m., Monday through Saturday, and all day Sunday, that produce noise exceeding 55 dBA, measured at the nearest property line of an adjacent residential area. Construction equipment that must be operated near a residentially zoned area on a 24-hour per day basis (i.e., pumps, well tips, generators, etc.) shall be shielded by an acoustical enclosure during the hours of 11:00 p.m. to 7:00 a.m. unless the unshielded noise level is less than 55 dBA, measured at the closest adjacent residentially zoned property line.

(Ord. No. 03-3, § 1, 1-7-03)

**Sec. 58-450. Maximum allowable industrial or commercial noises.**

- (a) In addition to the prohibitions set forth in section 58-444, no noise shall be created or permitted to be created in an industrial or commercial zone which exceeds those levels given in table 2, below, as measured on the adjacent property line.

(Supp. No. 118)

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Table 2. Maximum Noise Levels Permitted in Industrial and Commercial Zones

Zone from which noise emanates	Adjoining commercial zone (no time limit)	Adjoining residential zone 7:00 a.m.—11:00 p.m., Monday through Saturday
Industrial	72 dBA	66 dBA
Commercial	66 dBA	60 dBA

The maximum permitted noise level emanating from a commercially or industrially zoned district, measured at the nearest adjacent residentially zoned property line for the hours between 11:00 p.m. and 7:00 a.m., Monday through Saturday and during all hours of Sunday, shall be 55 dBA.

- (b) In cases of impulsive noises, the noise levels listed in subsection (a) of this section shall be increased by ten dBA (as measured on a sound level meter) during the hours of 7:00 a.m. to 11:00 p.m., Monday through Saturday, but shall not exceed the levels of table 2 during the period from 11:00 p.m. to 7:00 a.m., Monday through Saturday and all day Sunday.
- (c) Exceptions to maximum noise levels.
- (1) An exception to the noise levels listed in table 2 may be permitted by the granting of a waiver, under circumstances in which the activity creating the noise is of such importance to the public welfare, health or safety that the activity cannot be shut down, even though its noise levels exceed those given in table 2. Responsibility for the granting of such waivers shall lie with the county administrator or his duly authorized representative when the activity creating such noise is located within the unincorporated area of the county or with the city manager or town manager when the activity is located within the boundaries of their respective municipality.
  - (2) A further exception to the noise levels listed in table 2 shall be permitted in instances where an industry or commercial business had in prior years established its place of business in an area away from a residential zone, and subsequently, through the encroachment of residential development or rezoning, now finds itself adjoining a residential zone. In instances of this latter nature, the noise ordinance pertaining to industrial-commercial boundaries shall govern, and the business shall not be required to meet those noise levels pertaining to residential boundaries.

(Ord. No. 03-3, § 1, 1-7-03)

### **Sec. 58-451. Maximum allowable noises created within residential zones.**

- (a) Except for those noises otherwise specifically provided for within this article, and in addition to the prohibitions set forth in section 58-444 it shall be unlawful to create or to permit to be created any noise within a residential zone that exceeds 72 dBA during the hours between 7:00 a.m. to 11:00 p.m., or 55 dBA during the hours between 11:00 p.m. and 7:00 a.m., daily, measured at the nearest adjacent property line.
- (b) It shall be unlawful to operate or permit to be operated any air conditioning, heating or ventilating unit at any time that produces a noise exceeding 60 dBA, measured at the nearest adjacent property line.
- (c) In the case of multifamily dwelling units, it shall be unlawful to create or permit to be created any noise that exceeds 55 dBA during the hours between 7:00 a.m. to 11:00 p.m., or 40 dBA during the hours between 11:00 p.m. and 7:00 a.m., daily, measured from a neighbor's dwelling.

(Ord. No. 03-3, § 1, 1-7-03)

**Sec. 58-452. Noises emanating from boats or barges on water areas adjoining residential zones.**

- (a) No person shall operate, or give permission for the operation of, any boat or barge on the waters of the county, including the Florida Intracoastal Waterway, in such a manner as to exceed a maximum sound level of 90 dBA at a distance of 50 feet from the boat or barge.
- (b) Any person who refuses to submit to a sound level test when requested to do so by a law enforcement officer is guilty of a misdemeanor of the second degree, punishable as provided in [F.S.] § 775.082 or § 775.083.

(Ord. No. 03-3, § 1, 1-7-03)

**Sec. 58-453. Noises within outdoor public recreation areas and parks.**

It shall be unlawful to operate or permit to be operated any mechanical or electrical device within an outdoor public recreation area or park that produces a noise exceeding 72 dBA during the hours between 7:00 a.m. to 11:00 p.m., or 55 dBA during the hours between 11:00 p.m. to 7:00 a.m., daily, measured at the nearest adjacent residentially zoned property line, except for planned community events, including but not limited to concerts, speeches, sporting events, fireworks displays, etc. When a planned community event will create noise in excess of the limits specified in this section, a permit must be obtained prior to the event.

(Ord. No. 03-3, § 1, 1-7-03)

**Sec. 58-454. Octave band sound level limits.**

In addition to the standards listed in this article, for any source or sound which can be detected on any parcel of property adjacent to the source or sound, the maximum allowable sound level limit for the individual octave bands whose centers are 31.5, 63, 125, 250, and 500 Hertz shall not exceed 65 dB.

(Ord. No. 03-3, § 1, 1-7-03)

**Secs. 58-455—58-470. Reserved.**

Select Year:  

## The 2023 Florida Statutes (including Special Session C)

[Title XXVIII](#)  
NATURAL RESOURCES; CONSERVATION,  
RECLAMATION, AND USE

[Chapter 379](#)  
FISH AND WILDLIFE  
CONSERVATION

[View Entire  
Chapter](#)

### **379.2351 Land-based commercial and recreational fishing activities; legislative findings and purpose; definitions; legal protection; local ordinances; prohibited activity.—**

(1) **LEGISLATIVE FINDINGS AND PURPOSE.**—The Legislature finds that commercial and recreational fishing constitute activities of statewide importance and that the continuation of commercial and recreational fishing will benefit the health and welfare of the people of this state. **The Legislature further finds that commercial and recreational fishing operations conducted in developing and urbanizing areas are potentially subject to curtailment as a result of local government zoning and nuisance ordinances which may unreasonably force the closure of productive commercial and recreational fishing operations.** It is the purpose of this act to prevent the curtailment or abolishment of commercial and recreational fishing operations solely because the area in which they are located has changed in character or the operations are displeasing to neighboring residents.

(2) **DEFINITIONS.**—As used in this act, “commercial fishing operation” means any type of activity conducted on land, requiring the location or storage of commercial fishing equipment such as fishing vessels, fishing gear, docks, piers, loading areas, landing areas, and cold storage facilities, including any activity necessary to prepare finfish or shellfish for refrigeration. This definition does not include operations with the sole or primary function of processing seafood.

(3) **LEGAL PROTECTION OF COMMERCIAL AND RECREATIONAL FISHING OPERATIONS.**—No commercial or recreational fishing operation shall be declared a public or private nuisance solely because of a change in ownership or a change in the character of the property in or around the locality of the operation.

(4) **LOCAL ORDINANCE.**—No local governing authority shall adopt any ordinance that declares any commercial or recreational fishing operation to be a nuisance solely because it is a commercial or recreational fishing operation, or any zoning ordinance that unreasonably forces the closure of any commercial or recreational fishing operation. Nothing in this act shall prevent a local government from regulating commercial and recreational fishing operations, including by requiring the use of methods, structures, or appliances where such use will prevent, ameliorate, or remove conditions which create or may create a nuisance or, pursuant to the applicable local zoning code, by declaring a commercial or recreational fishing operation to be a nonconforming use.

(5) **WHEN EXPANSION OF OPERATION NOT PERMITTED.**—This act shall not be construed to permit an existing commercial or recreational fishing operation to change to a larger operation with regard to emitting more noise or odor, where such change violates local ordinances or regulations or creates a nuisance.

**History.**—s. 3, ch. 89-273; s. 56, ch. 2008-247.

**Note.**—Former s. 370.1103.



## Memorandum

**Meeting Details:** May 22, 2024 – BOC Workshop Meeting  
**Prepared For:** Hon. Mayor Rostek and the City of Madeira Beach Board of Commissioners  
**Staff Contact:** Madeira Beach Community Development Department  
**Subject:** John's Pass Village Activity Center Zoning Workshop

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### Background

The City of Madeira Beach Board of Commissioners adopted Ordinance 2023-01 (John's Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending FLUM to add John's Pass Village Activity Center) on March 13, 2024. These ordinances updated the Madeira Beach Comprehensive Plan and Future Land Use Map. Ordinance 2023-01 and Ordinance 2023-02 did not change the Land Development Regulations (LDRs) in the Madeira Beach Code of Ordinances or amend the Madeira Beach Zoning Map. The Madeira Beach Code of Ordinances LDRs and Madeira Beach Zoning Map must be amended within one (1) year of the adoption of the John's Pass Village (JPV) Activity Center Plan and amendment to the City's Future Land Use Map.

### Discussion

The City of Madeira Beach Community Development Department held three JPV Zoning Public Workshops on April 13<sup>th</sup>, April 18<sup>th</sup>, and April 20<sup>th</sup>. City staff presented each character district to explain the characteristics, existing structures, and current zoning requirements. Participants were broken up into groups, each group discussed potential zoning requirements and important features around each character district. In general participants preferred the following concepts:

- Protect the existing built environment and characteristics of JPV and nearby neighborhoods.
- Maintain height limits similar to existing built structures, but do not increase height limits to be as high as previously approved Planned Developments or variances.

- Focus on pedestrian friendly designs that enhance walkability.

Attached to this memo is a summary document of what feedback we received from the groups at the zoning workshop.

### **Fiscal Impact**

N/A

### **Recommendation(s)**

Staff would like to hear input from the BOC on any additional suggestions that could be included in the draft LDRs for the JPV.

### **Attachments/Corresponding Documents**

John's Pass Village Zoning Workshop Presentation

John's Pass Village Zoning Summary Workshop Worksheet

Existing Zoning for John's Pass Village Activity Center Map

John's Pass Village Activity Center Character District Map

# JOHN'S PASS VILLAGE DISTRICT ZONING

Public Workshops

April 13, 18, and 20, 2024



# LOCAL LAND REGULATIONS



**FORWARD  
PINELLAS**

- Countywide Plan**
- Countywide Rules**
- Countywide Plan Strategies**
- Countywide Plan Map**



- Madeira Beach Comprehensive Plan**
- Future Land Use Element**
- Future Land Use Map**



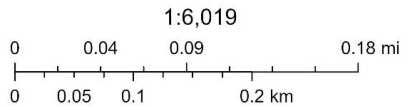
- Madeira Beach Code of Ordinances**
- Land Development Regulations**
- Zoning Map**

# COUNTYWIDE PLAN MAP



4/5/2024, 9:29:28 AM

- Countywide Plan Map Categories
- Recreation/Open Space
  - Residential Medium
  - Resort
  - Retail Services
  - Preservation
  - Activity Center



Esri, HERE, Garmin, INCREMENT P, USGS, MET/NASA, EPA, USDA

# MADEIRA BEACH ZONING MAP

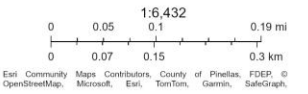
Item 7D.



4/5/2024

Madeira Beach Zoning

- Tourist Commercial (C-1)
- John's Pass Marine Commercial (C-2)
- Retail Commercial (C-3)
- Marine Commercial (C-4)
- Low Density Multifamily Residential (R-2)
- Medium Density Multifamily Residential (R-3)
- Planned Development (PD)



Esri Community Maps Contributors, County of Pinellas, FDEP, OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph

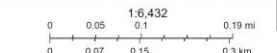
# MADEIRA BEACH FUTURE LAND USE MAP



4/5/2024

Madeira Beach Future Land Use

- Preservation
- Residential Medium
- Activity Center
- Recreation/Open Space
- Resort Facilities Medium



Esri Community Maps Contributors, County of Pinellas, FDEP, OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph

# MADEIRA BEACH HISTORY

- 1940-80s: Many of the buildings in John's Pass area were built.
- 1983: Creation of the the modern MB Zoning with uses, height, and setbacks. Many of these did not reflect what was on the ground.
- 2007-08: Amendments to the Comprehensive Plan and Land Development Regulations exceeded the Countywide Plan's maximums.
- 2020-22: Current staff found the inconsistencies and proceeded with public meetings and discussions with Forward Pinellas on how to proceed.
- 2022-24: The John's Pass Village Activity Center was created and adopted at the County and local (Comprehensive Plan) levels.
- Now: Zoning to correspond with the Activity Center must be adopted.

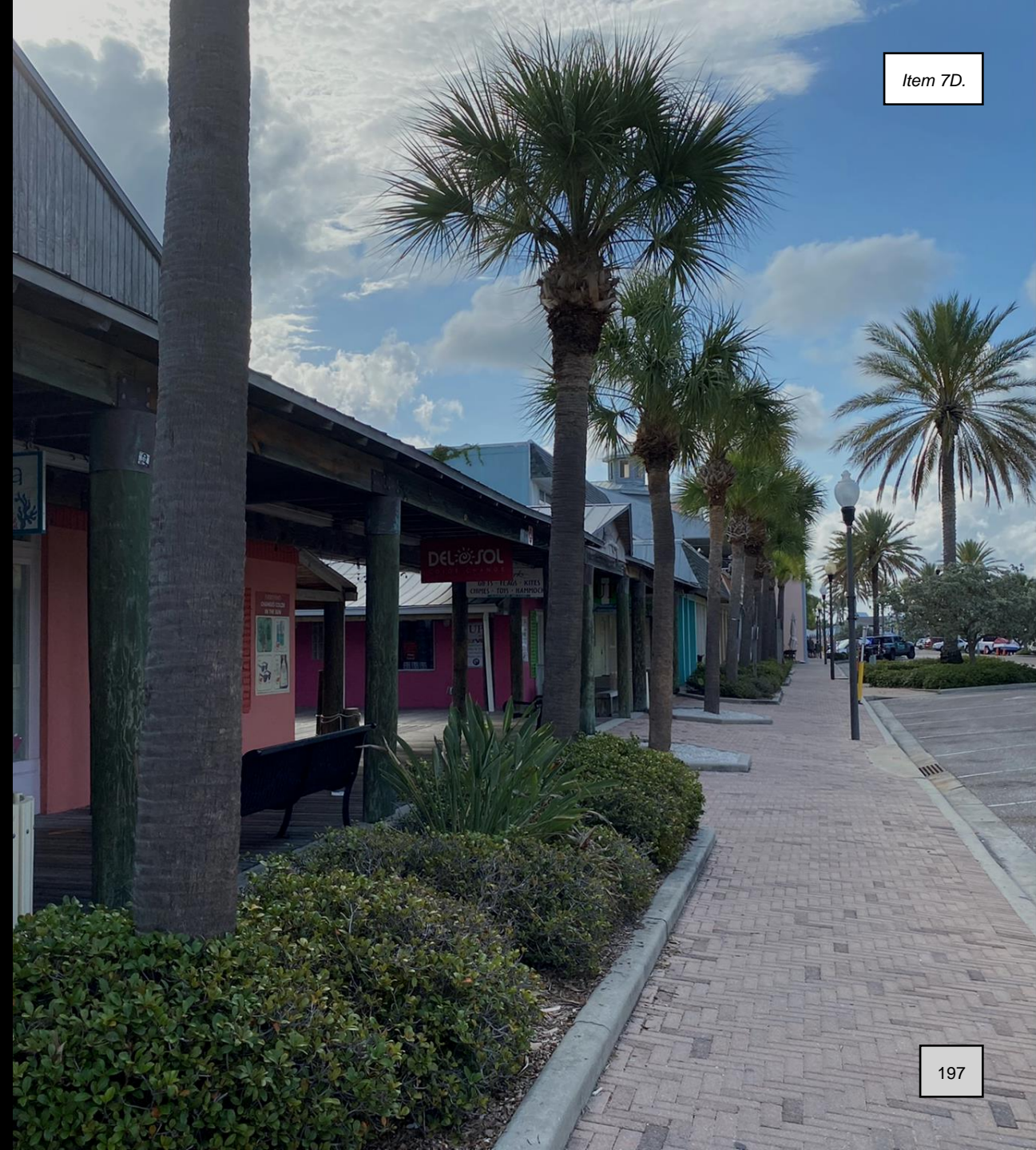
# WHY AN ACTIVITY CENTER?

- Protect the unique character of the Village
- Compatible redevelopment
- Consistency with the Countywide Plan
- Proactive instead of reactive planning

# LAND DEVELOPMENT REGULATIONS (LDR)

## Zoning

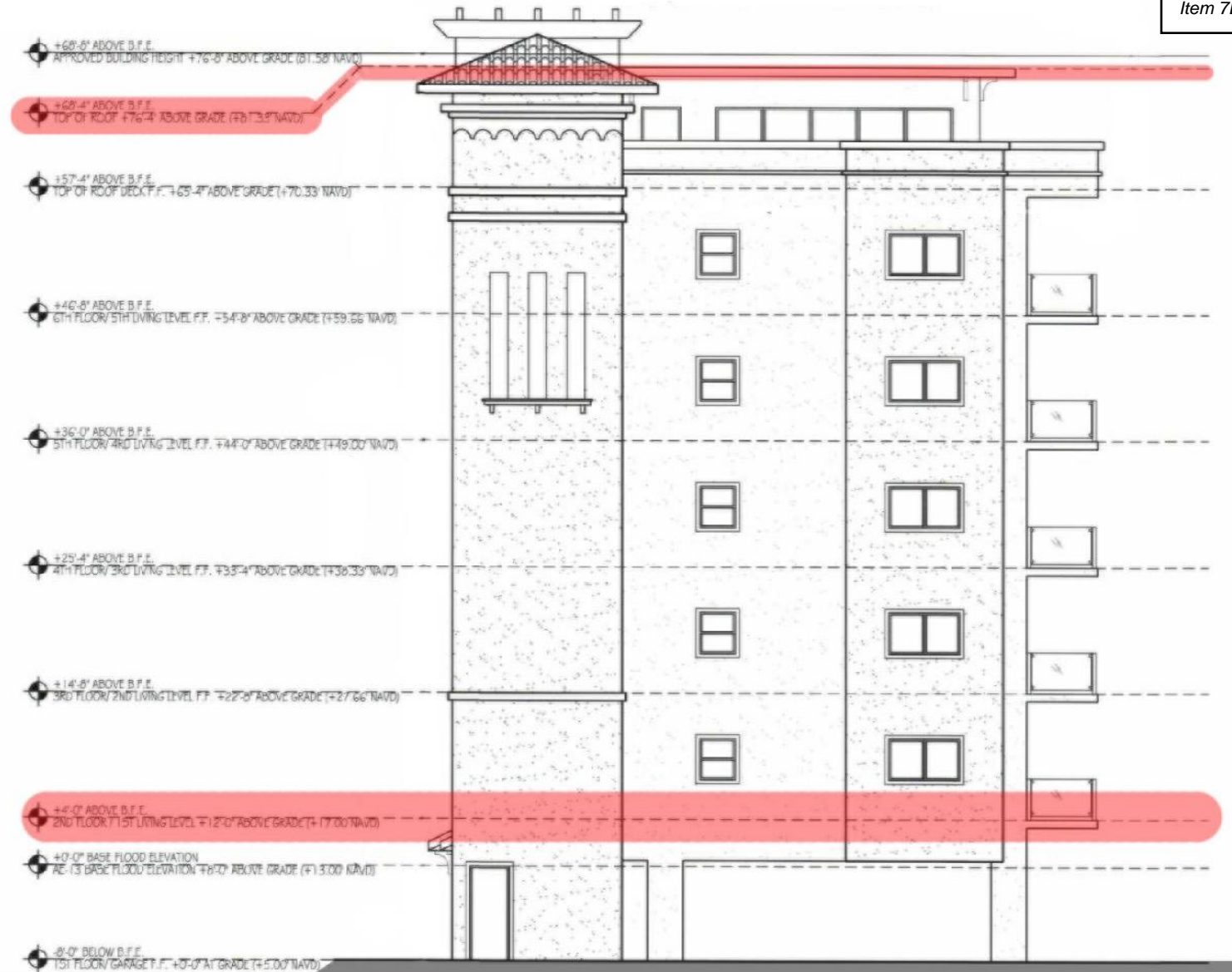
- Uses (primary, accessory, and special exception)
- Setbacks
- Building Height (measured DFE)
- Special Requirements



# HEIGHT

Madeira Beach measures height from Design Flood Elevation (Base Flood Elevation + Freeboard)

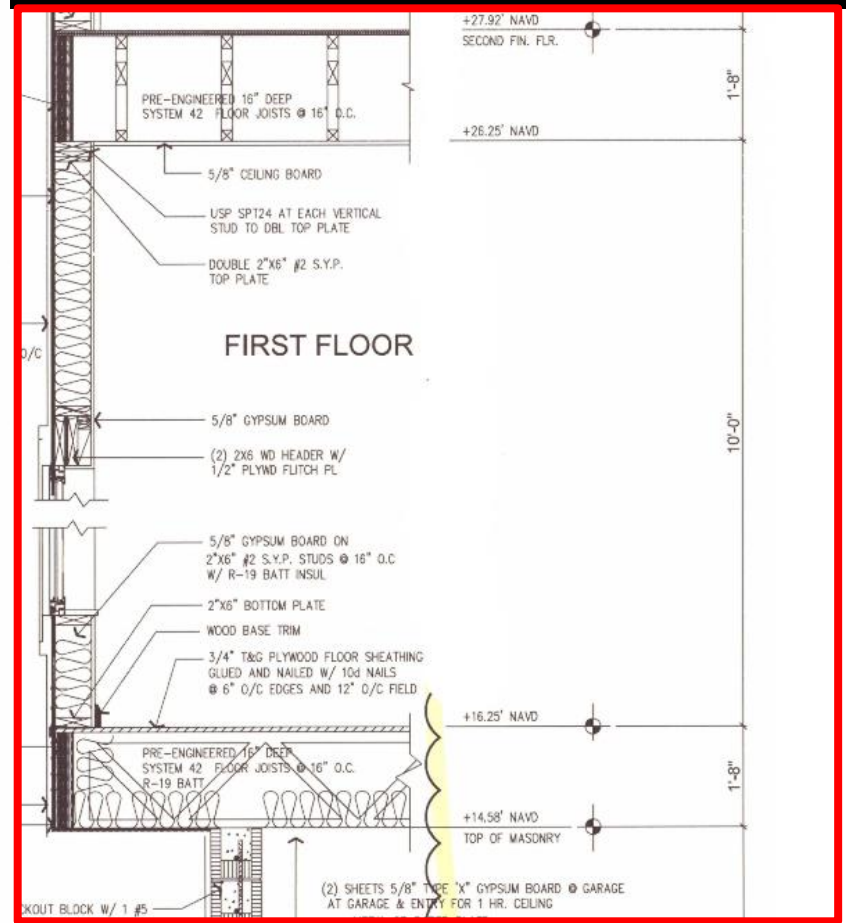
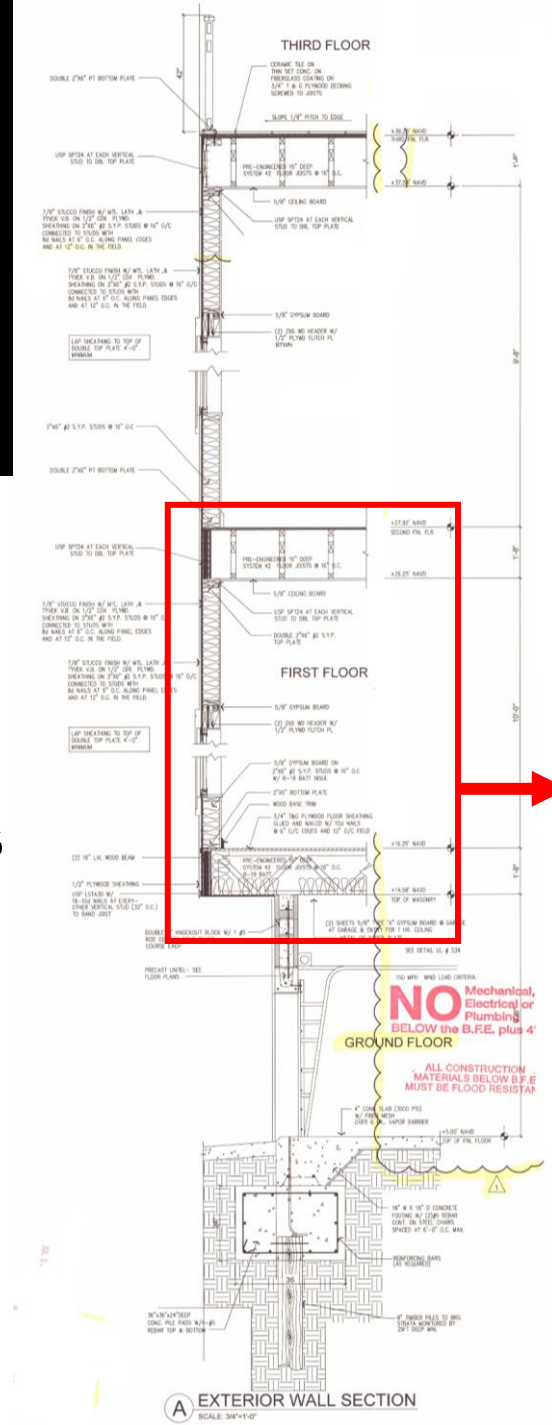
Certain elements can exceed the height (architectural features, mechanical units, etc.)



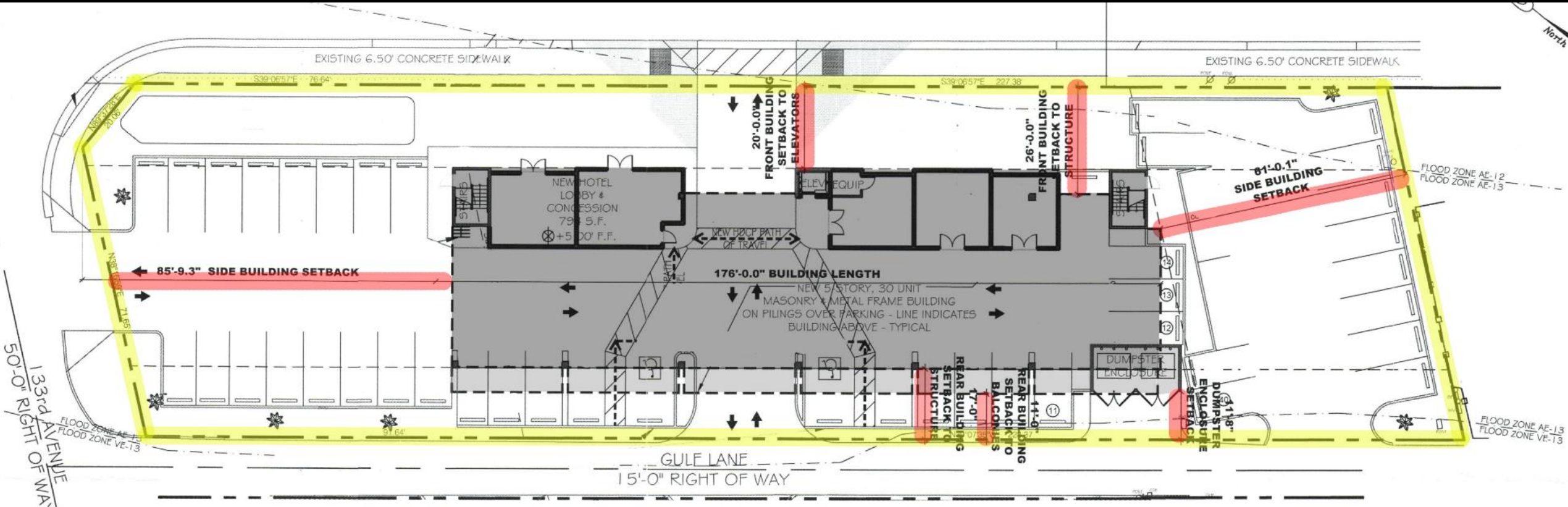
Item 7D.

# HEIGHT

- Average Floor Height is 11-14 feet



# SETBACK



Setbacks vary from district to district and can also change depending on use or lot size.

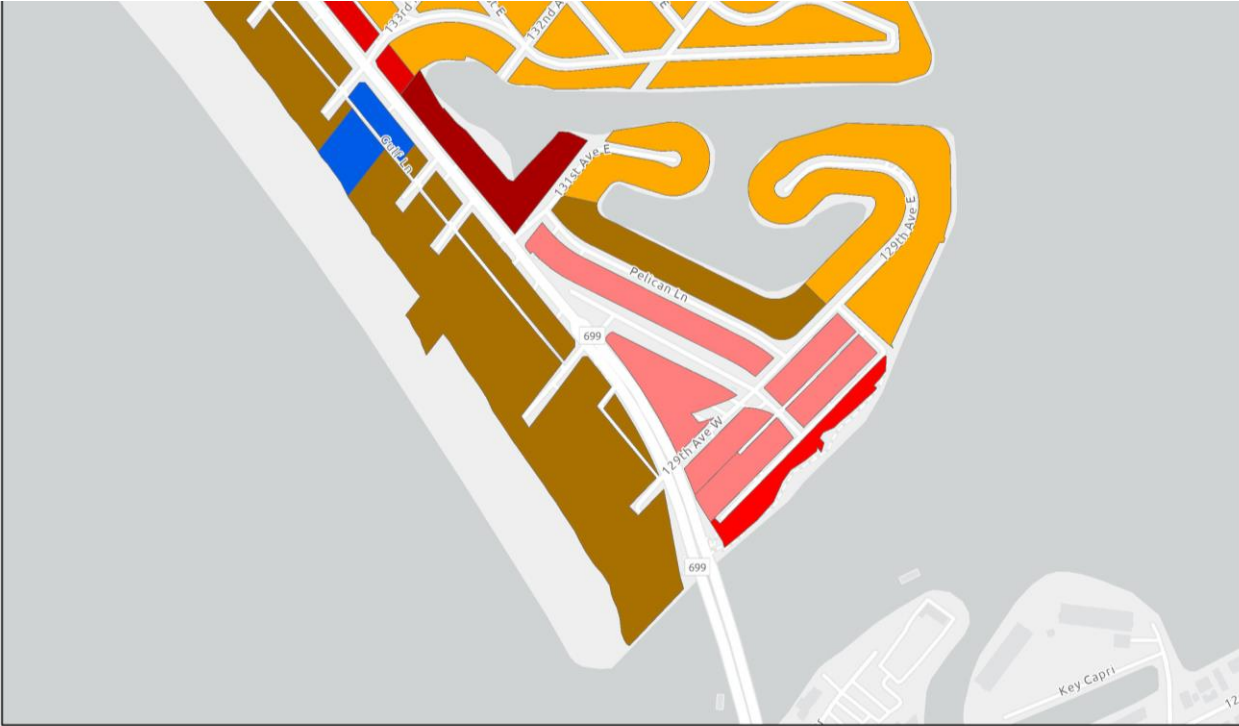
Setbacks are from the property lines or with a waterfront rear yard from back of seawall or CCCL.



# MADEIRA BEACH ZONING MAP

### Existing Zoning Map

### Proposed Zoning Map



4/5/2024

Madeira Beach Zoning

<span style="color: red;">■</span> Retail Commercial (C-3)	<span style="color: yellow;">■</span> Low Density Multifamily Residential (R-2)
<span style="color: lightcoral;">■</span> Tourist Commercial (C-1)	<span style="color: brown;">■</span> Medium Density Multifamily Residential (R-3)
<span style="color: darkred;">■</span> John's Pass Marine Commercial (C-2)	<span style="color: blue;">■</span> Planned Development (PD)

Scale: 1:6,432  
0 0.05 0.1 0.19 mi  
0 0.07 0.15 0.3 km

Esri Community Maps Contributors, County of Pinellas, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph

**Legend**

- Madeira Beach Roads
- ▬▬▬ Coastal Construction Control Line

**John's Pass Village Activity Center Character Districts**

- Boardwalk
- Commercial Core
- John's Pass Resort
- Low Intensity Mixed Use
- Traditional Village
- Transitional

Scale: 0.1 0.05 0 0.1 Miles

# Boardwalk

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## EXISTING C-2 Zoning

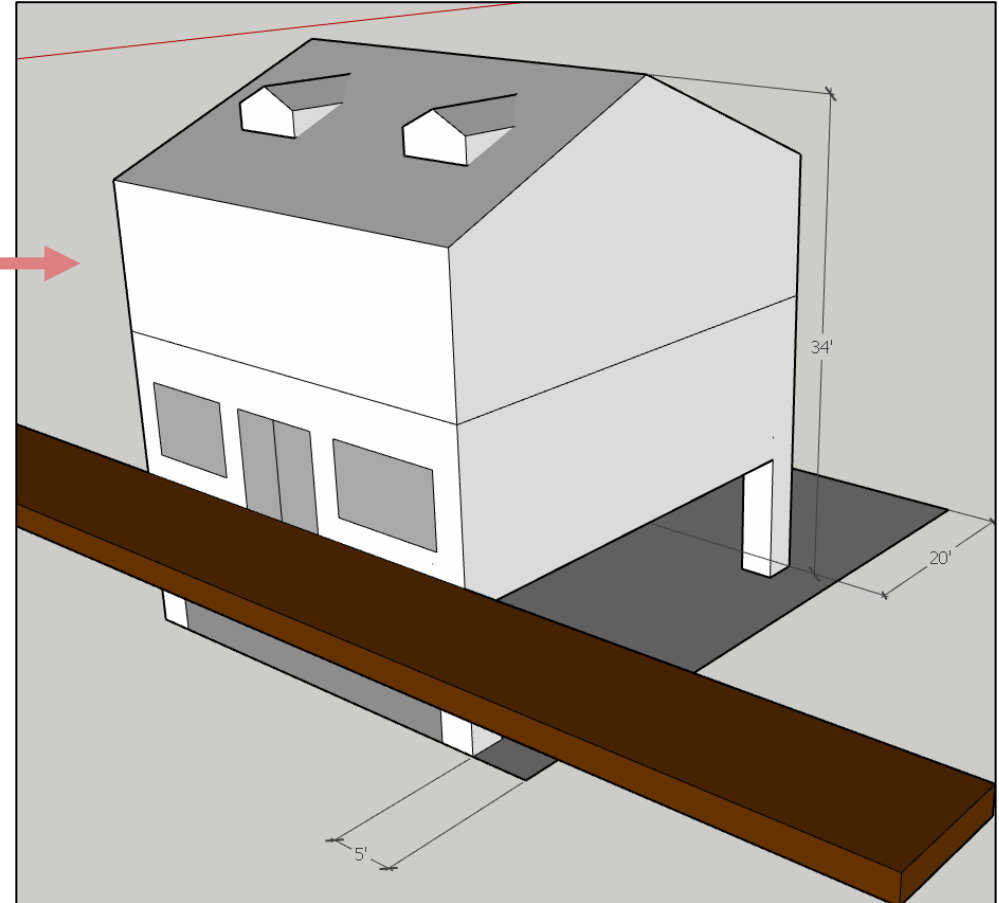
- Setbacks
  - Front: 20'
  - Side: 5' on one side
  - Rear/waterfront: none
- Height (from DFE): 34'

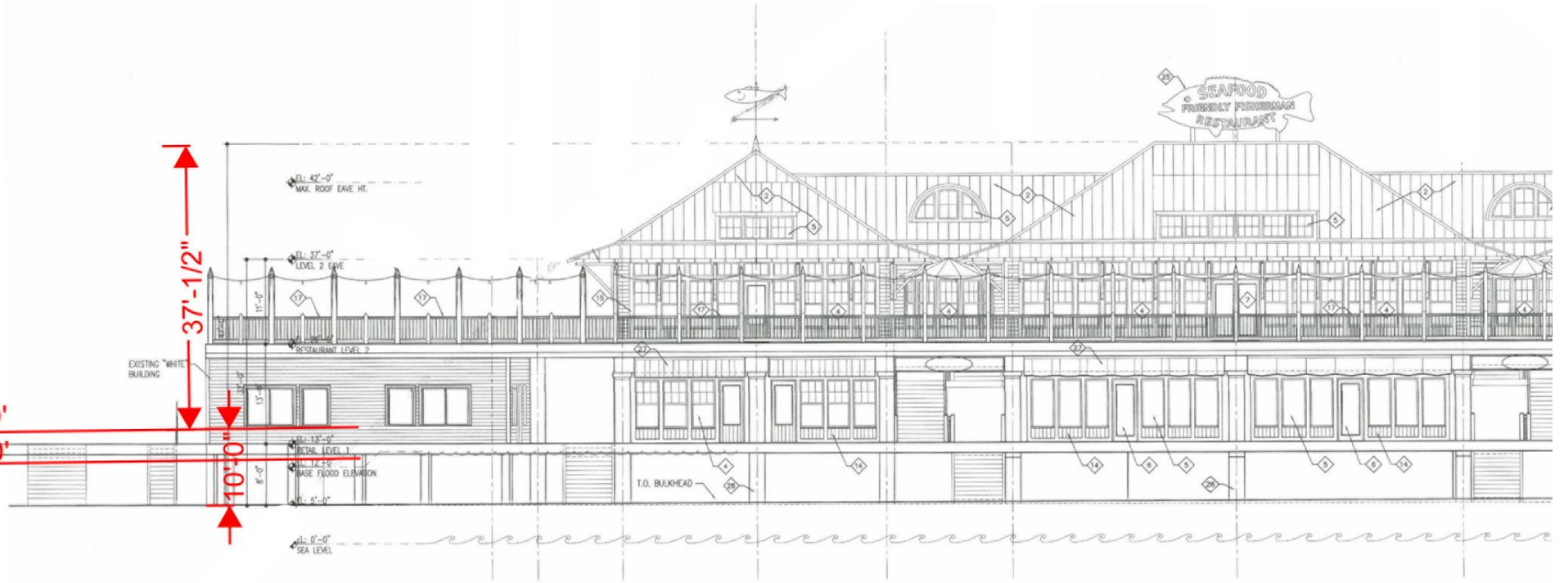


# Example Existing C-2 Zoning District

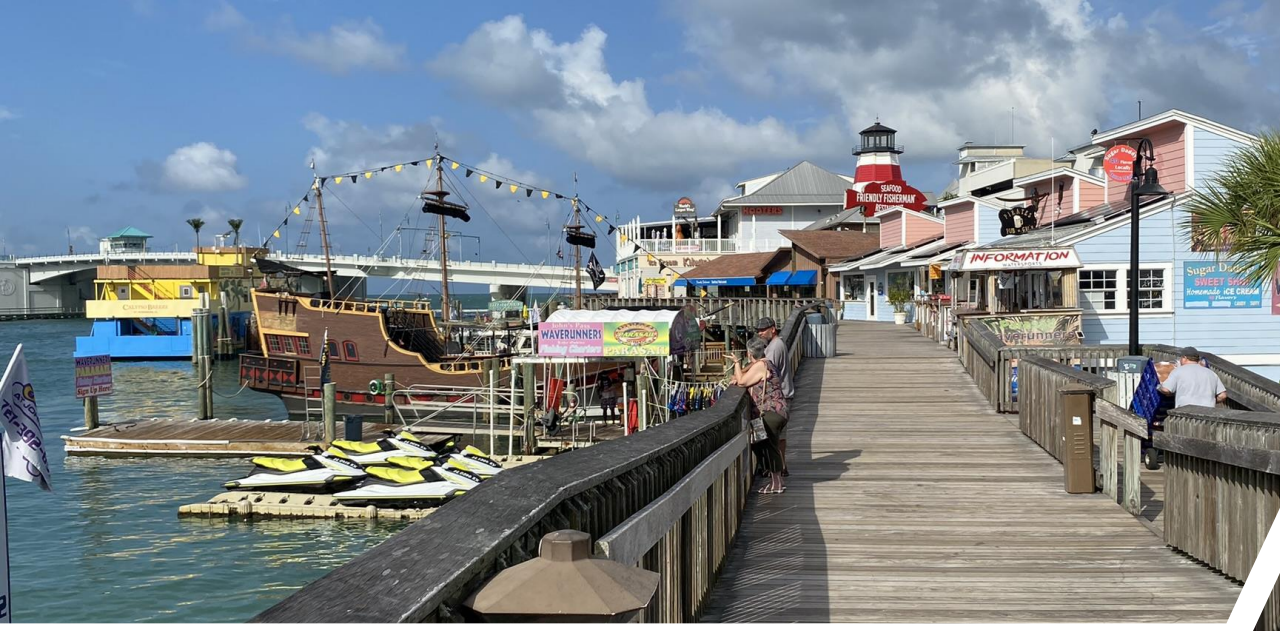
Setbacks: Front Yard (20 ft),  
Side Yard (5 ft one side),  
Rear Yard/waterfront (none)

Height: 34 ft





DFE - 15.00'  
BFE - 11.00'



Item 7D.



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# Commercial Core

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## EXISTING C-1 Zoning

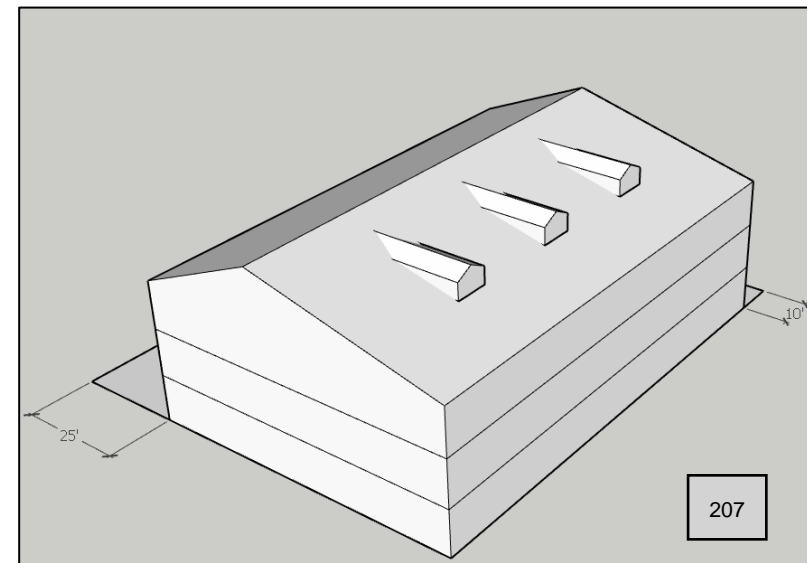
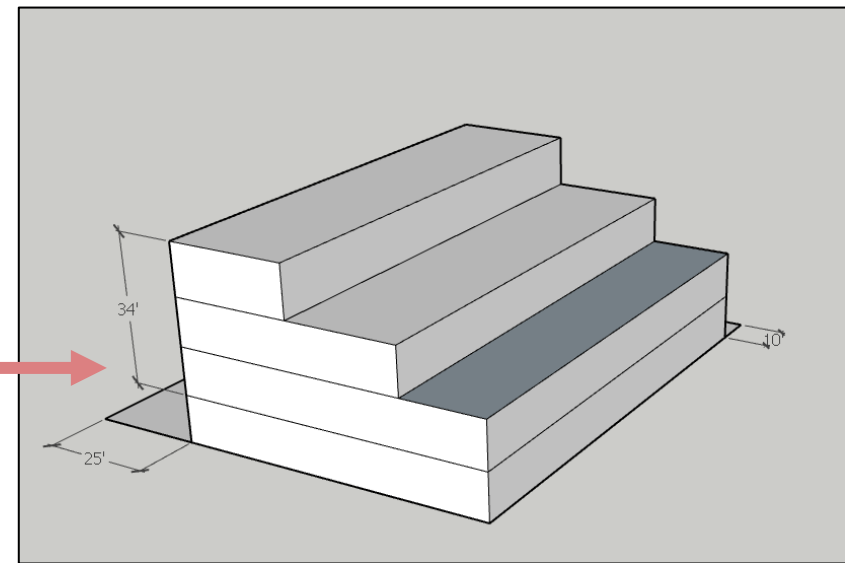
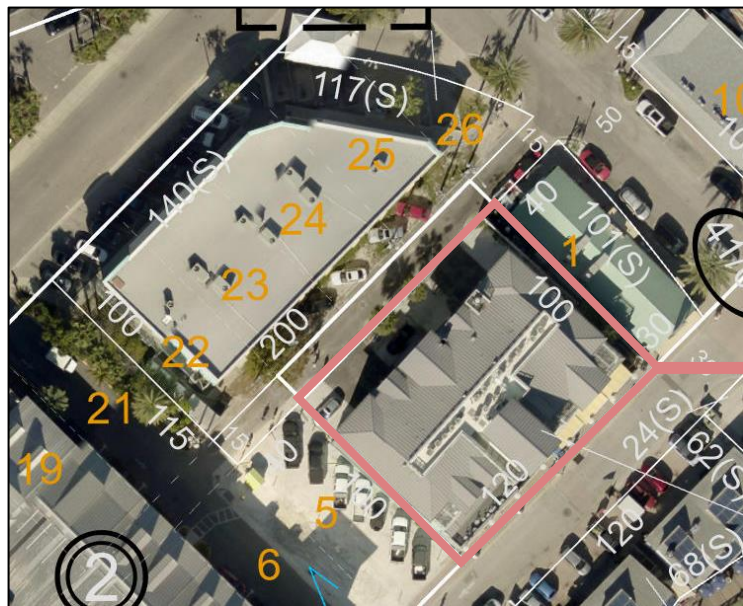
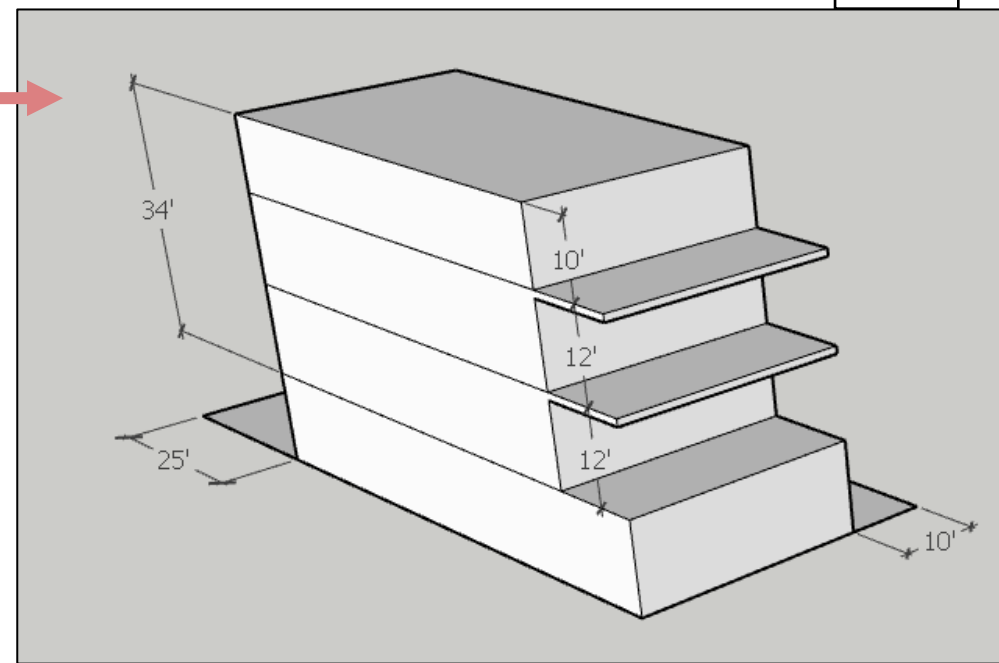
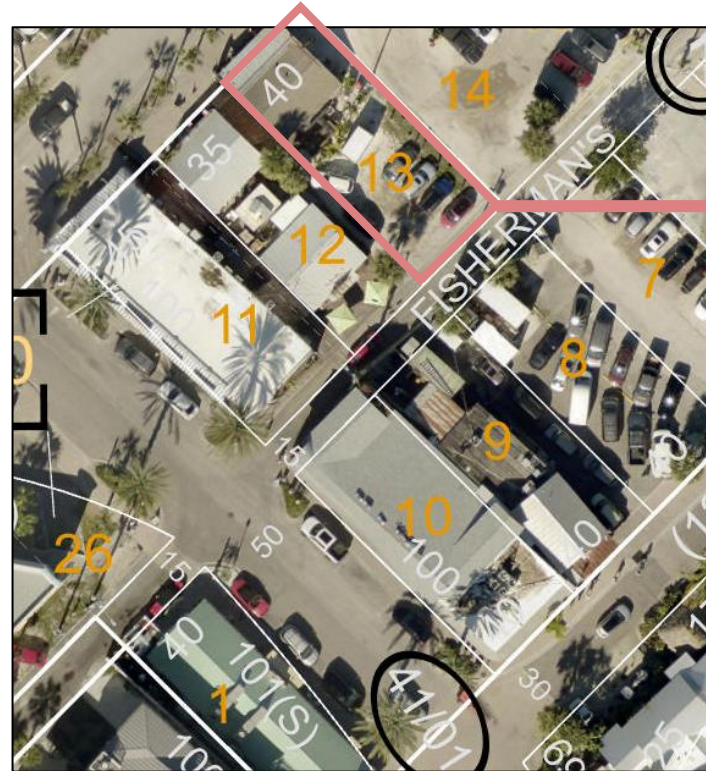
- **Setbacks**
  - **Front: none**
  - **Side: 10' on one side**
  - **Rear: 25'**
- **Height (from DFE): 34'**



# Example Existing C-1 Zoning District

Setbacks: Front Yard (none), Side Yard (10 ft one side), Rear Yard (25 ft)

Height: 34 ft





DFE = 14'.00  
BFE = 10'.00



DFE = 14'.00  
BFE = 10'.00





## EXISTING R-3 Zoning

### • Setbacks

#### • Front:

- Single fam to triplex: 20'
- Multifamily, hotel, commercial: 25'

#### • Side:

- Single fam to triplex < 50' wide: 5'
- Single fam to triplex > 50' wide and multifamily, hotel and commercial: 10'

- Rear: 25' or CCCL (if on beach)

### • Height (from DFE): 44'

### • Special Requirement: hotels or multifamily abuts residential an additional 5' setback

# John's Pass Resort

Item 7D.

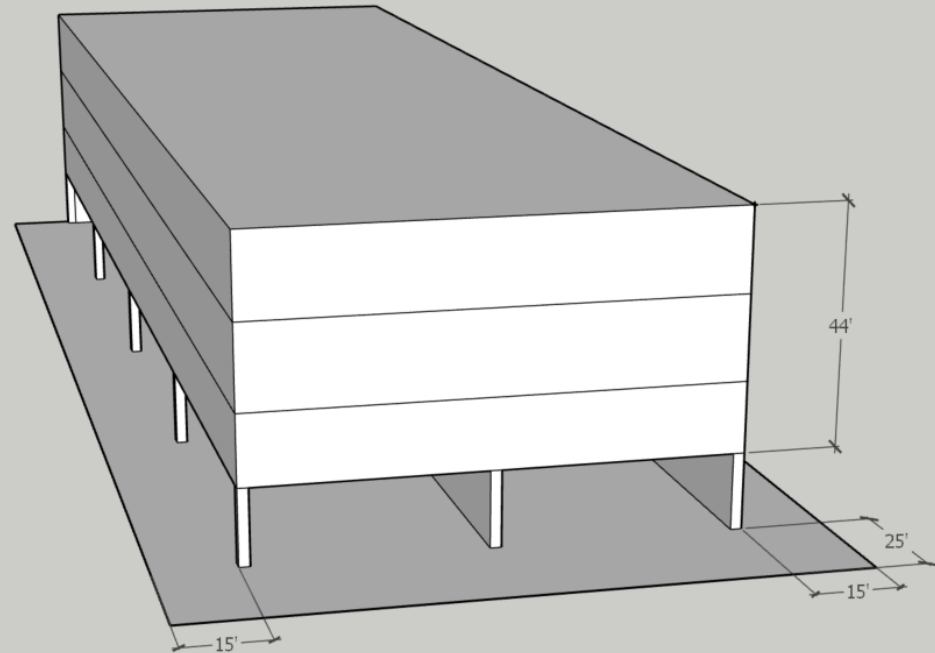
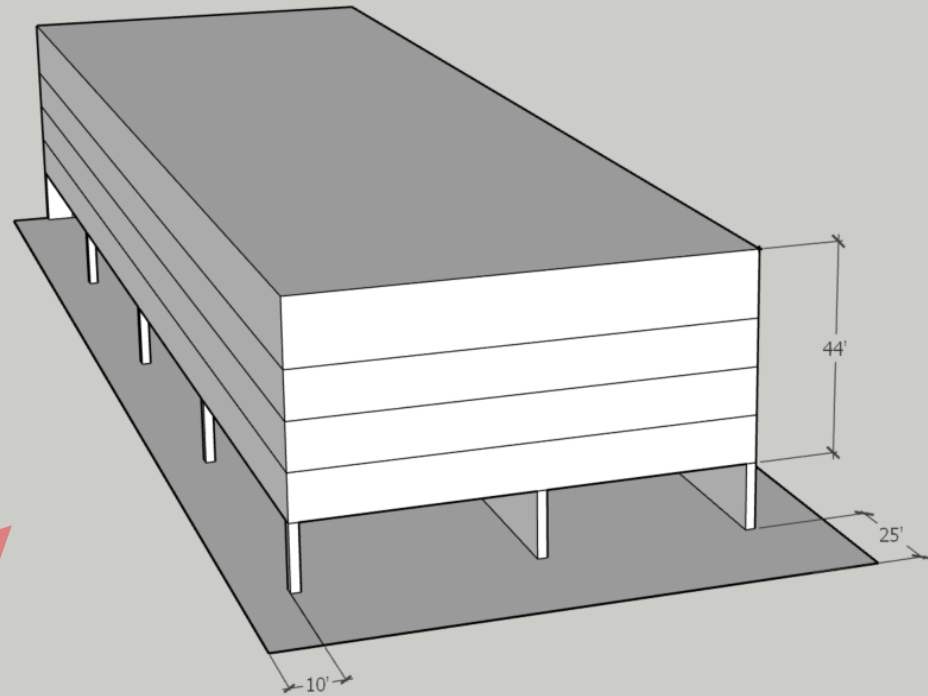


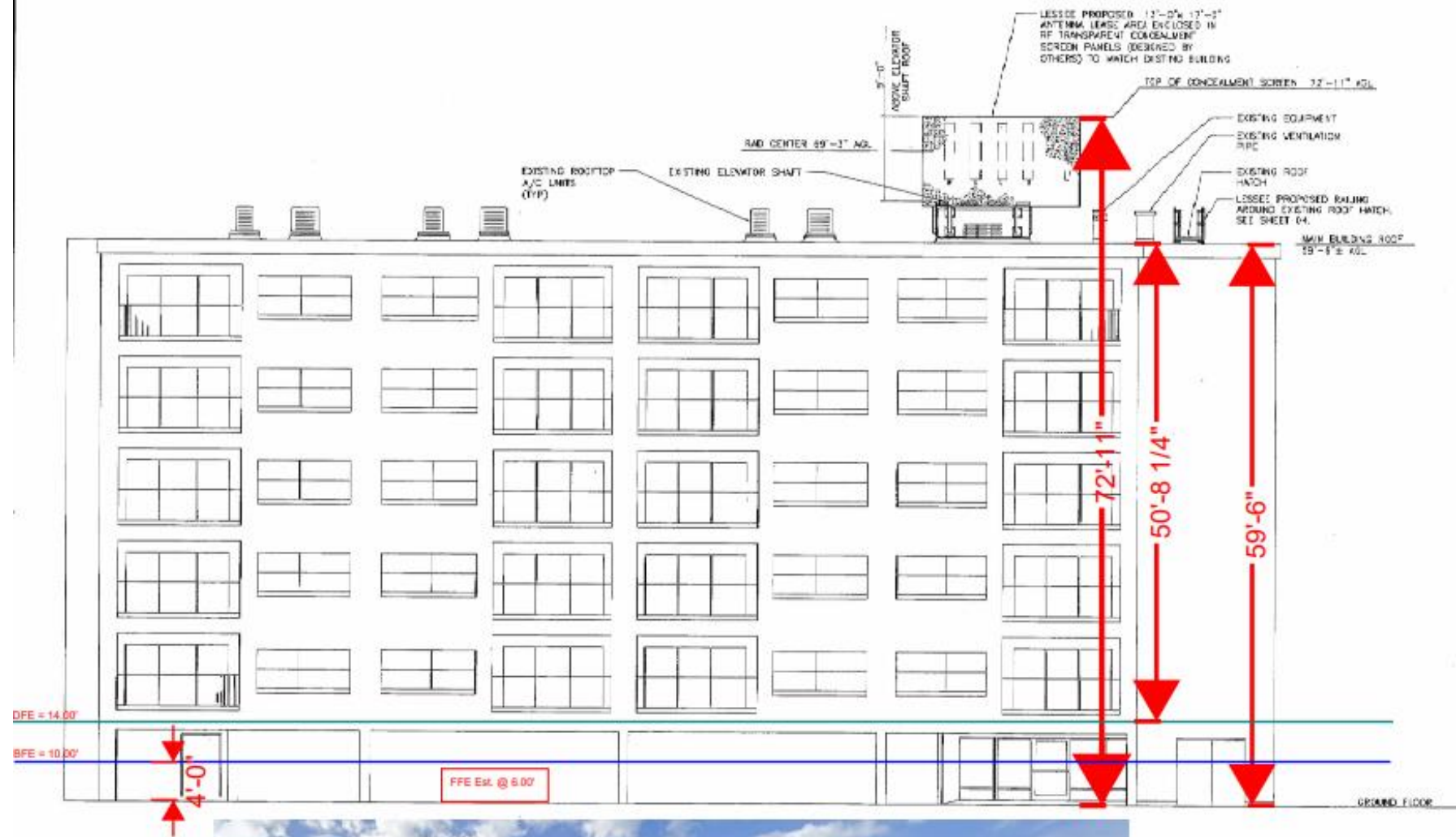
# Example Existing R-3 Zoning District

**Setbacks:** Front Yard (20-25'),  
Side Yard (5-10'), Rear Yard  
(CCCL if on the beach, or 25')

\*additional 5' side setback if  
hotel or multifamily next to  
residential

**Height:** 44 ft



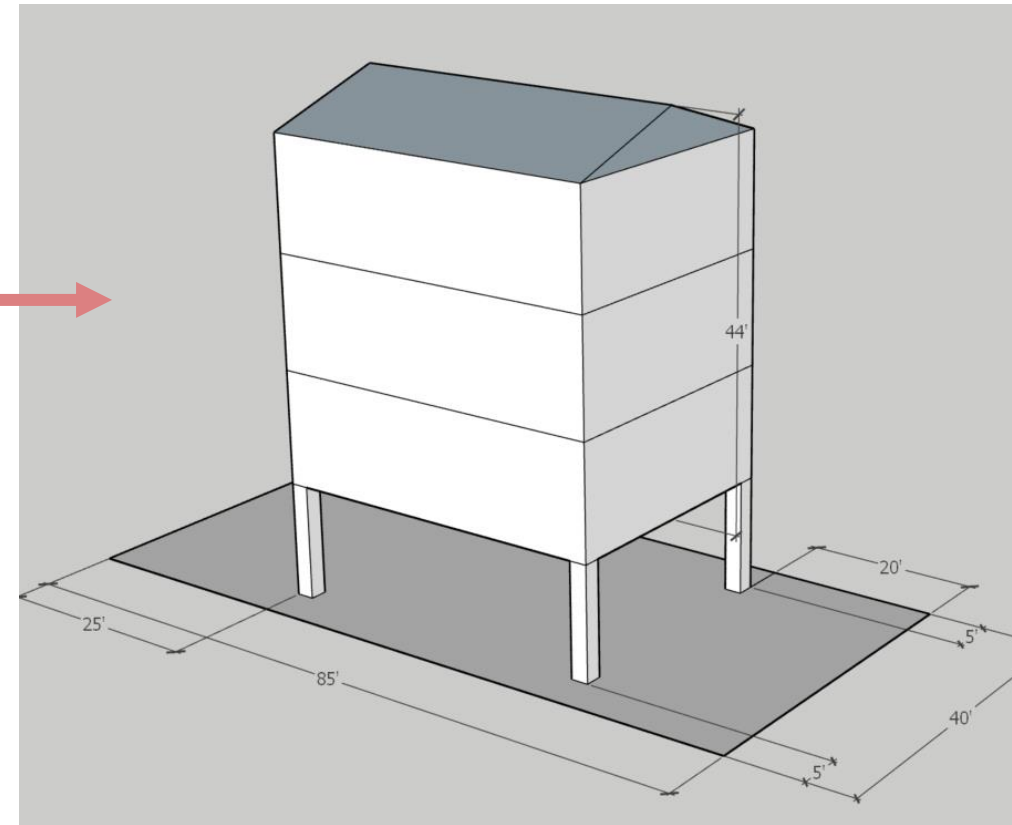
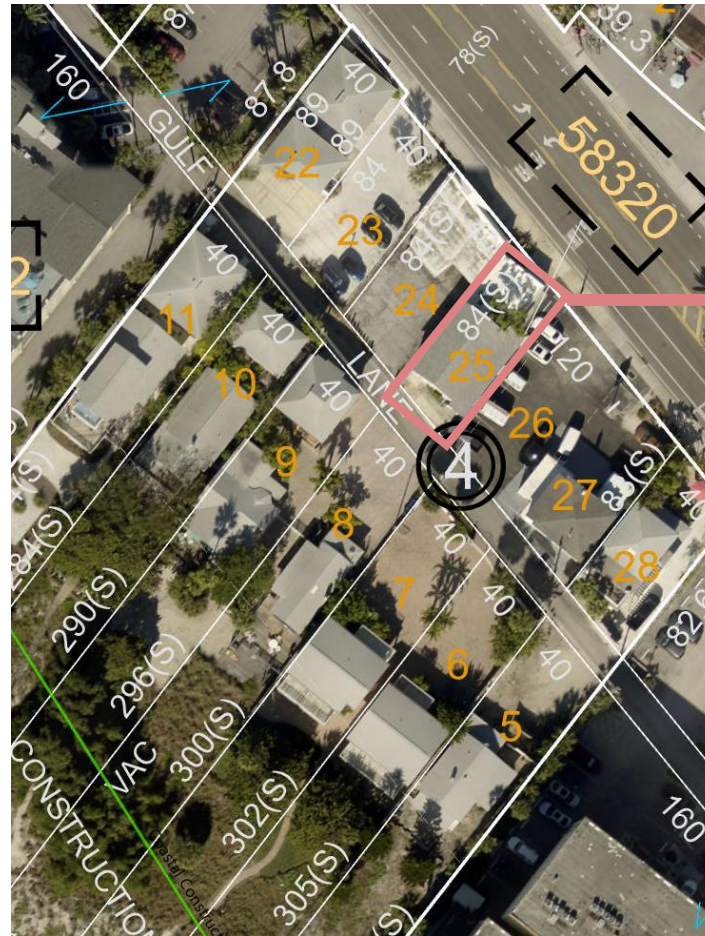


# Example Existing R-3 Zoning District

**Setbacks:** Front Yard (20-25'), Side Yard (5-10'), Rear Yard (CCCL if on the beach, or 25')

\*additional 5' side setback if hotel or multifamily next to residential

**Height:** 44 ft





Item 7D.



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## EXISTING R-3 Zoning

### • Setbacks

#### • Front:

- Single fam to triplex: 20'
- Multifamily, hotel, commercial: 25'

#### • Side:

- Single fam to triplex < 50' wide: 5'
- Single fam to triplex > 50' wide and multifamily, hotel and commercial: 10'

- Rear: 25' or CCCL (if on beach)

### • Height (from DFE): 44'

# Low Intensity Mixed Use

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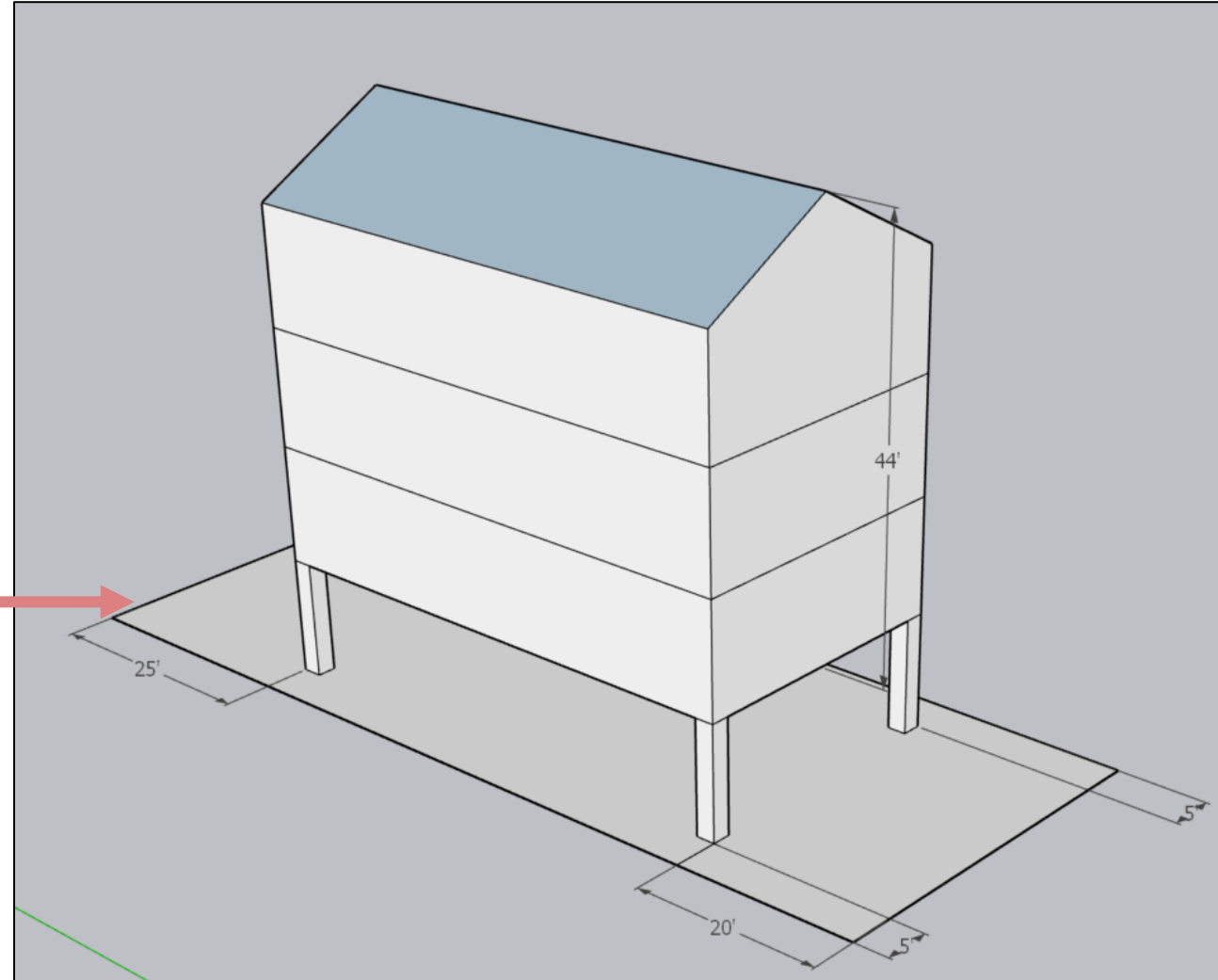


# Example

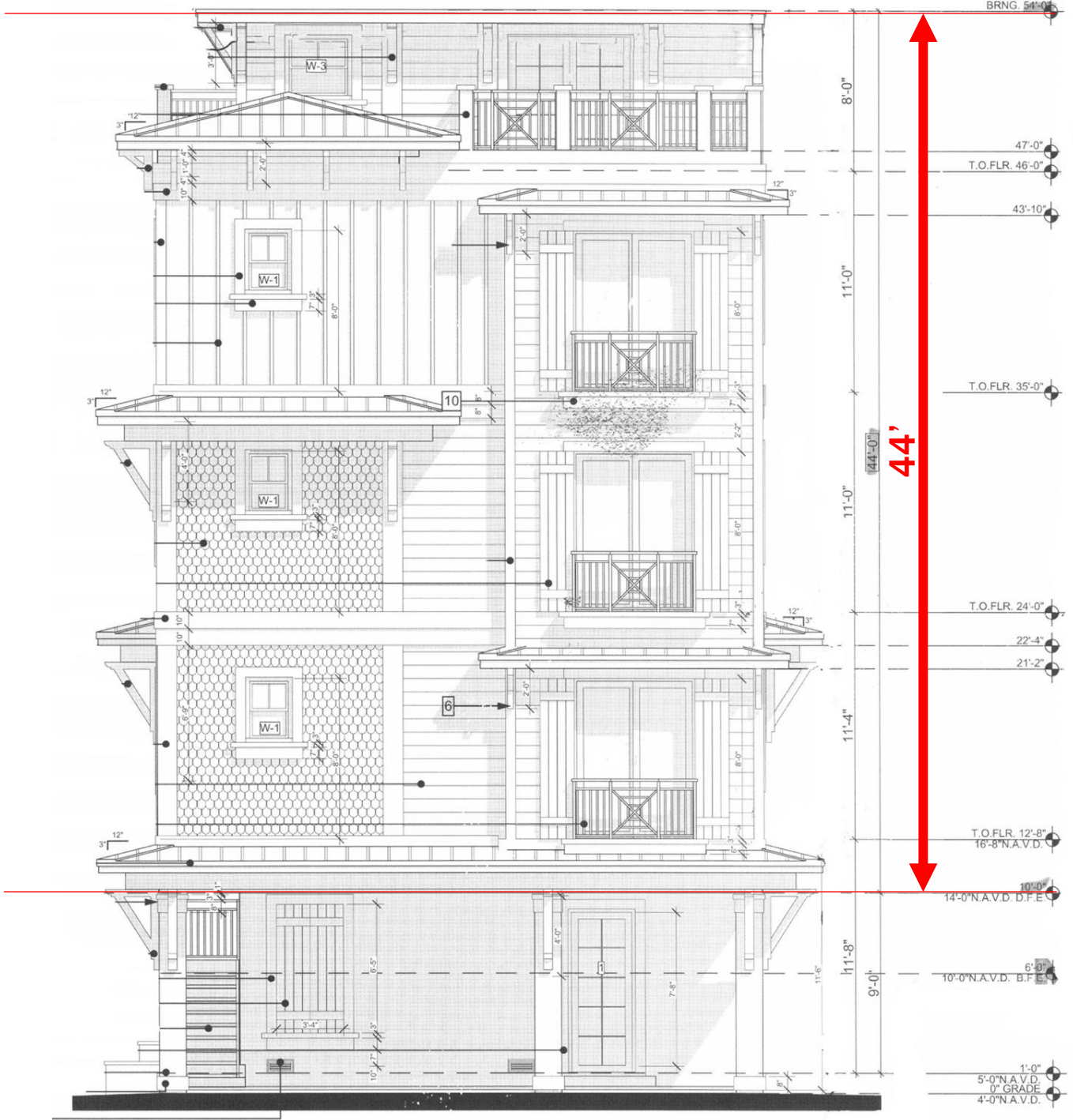
## Existing R-3 Zoning District

Setbacks: Front Yard (20-25'), Side Yard (5-10'), Rear Yard (CCCL if on the beach, or 25')

Height: 44 ft









Item 7D.



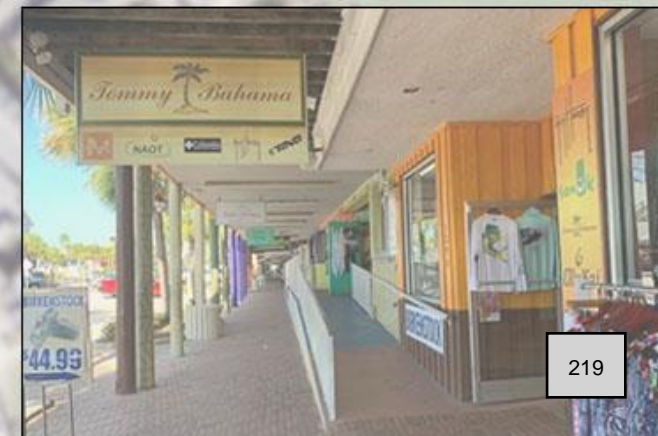
218

# Traditional Village

Item 7D.

## EXISTING C-1 Zoning

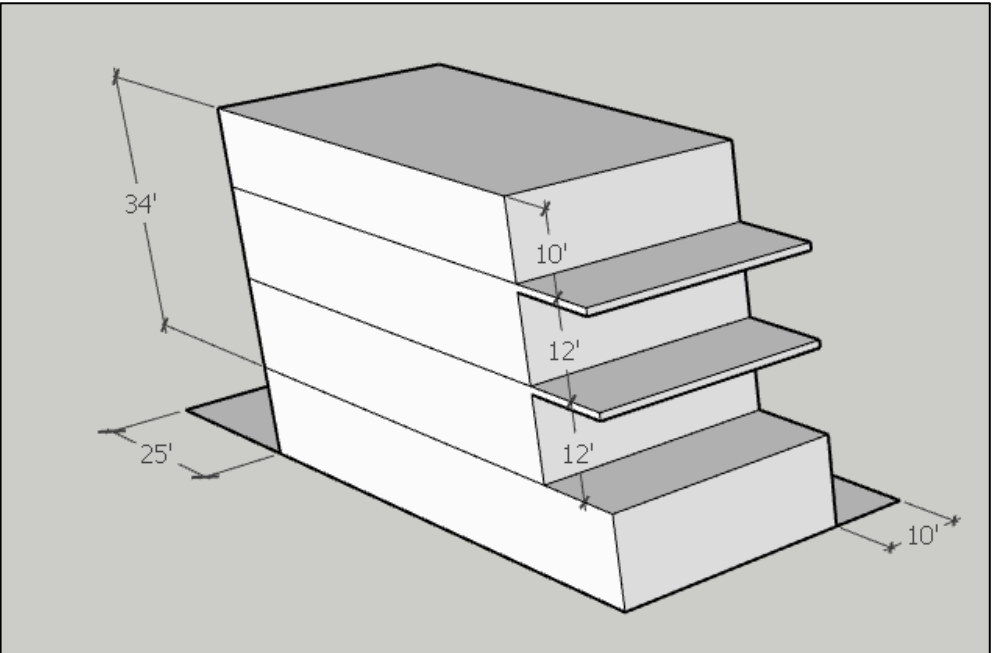
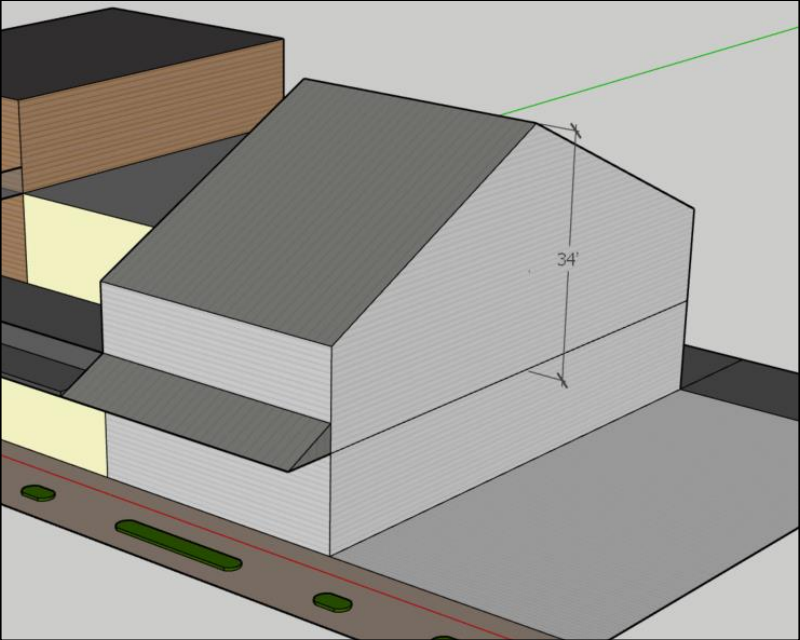
- Setbacks
  - Front: none
  - Side: 10' on one side
  - Rear: 25'
- Height (from DFE): 34'



# Example Existing C-1 Zoning District

**Setbacks:** Front Yard (none), Side Yard (10 ft one side), Rear Yard (25 ft)

**Height:** 34 ft







## EXISTING R-3 Zoning

### • Setbacks

#### • Front:

- Single fam to triplex: 20'
- Multifamily, hotel, commercial: 25'

#### • Side:

- Single fam to triplex < 50' wide: 5'
- Single fam to triplex > 50' wide and multifamily, hotel and commercial: 10'

- Rear: 25' or CCCL (if on beach)

### • Height (from DFE): 44'

## EXISTING PD Zoning

- One PD zoned property exists.

# Transitional



Item 7D.

## EXISTING C-4 Zoning

### • Setbacks

- Front: 25'
- Side: 10' to 33% of width
- Rear: 18'

- Height (from DFE): 34'

## EXISTING C-3 Zoning

### • Setbacks

- Front: 25'
- Side: 10' to 33% of width
- Rear: 10'

- Height (from DFE):  
Commercial 34'

Multifamily/hotel: 44'

## EXISTING R-2 Zoning

### • Setbacks

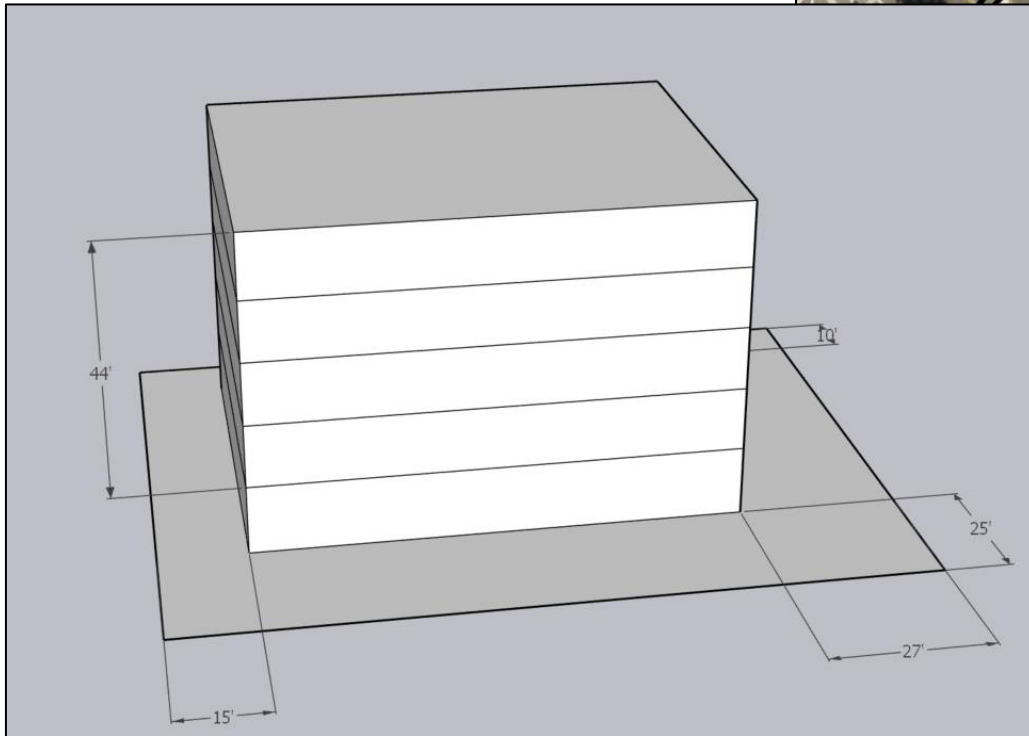
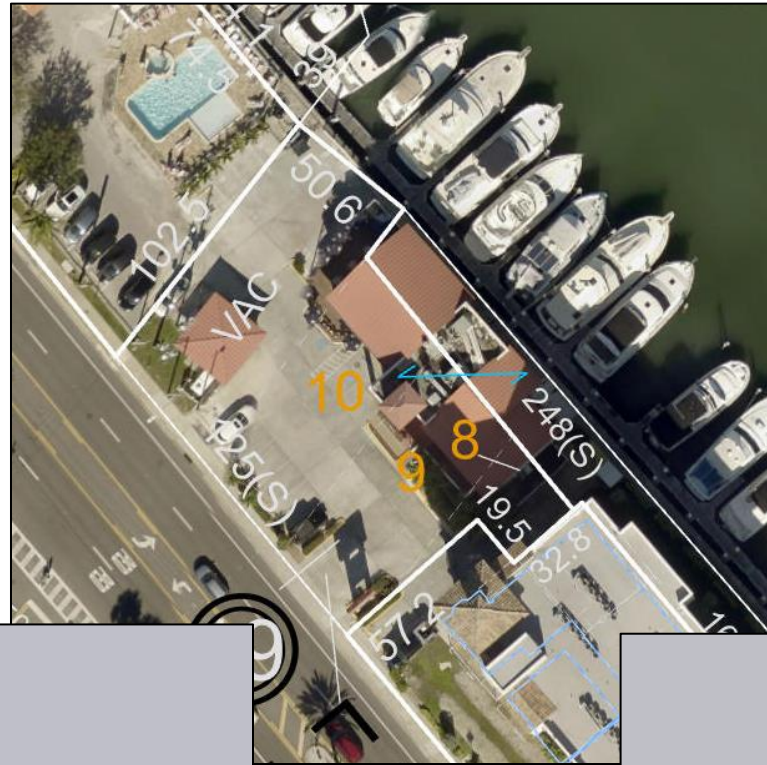
- Front: 20'
- Side: 5-12'
- Rear: 25'

- Height (from DFE): 40'

# Example Existing C-3 Zoning District

**Setbacks:** Front Yard (25'), Side Yard (10' to 33% of width), Rear Yard (10' ft)

**Height:** 34-44 ft

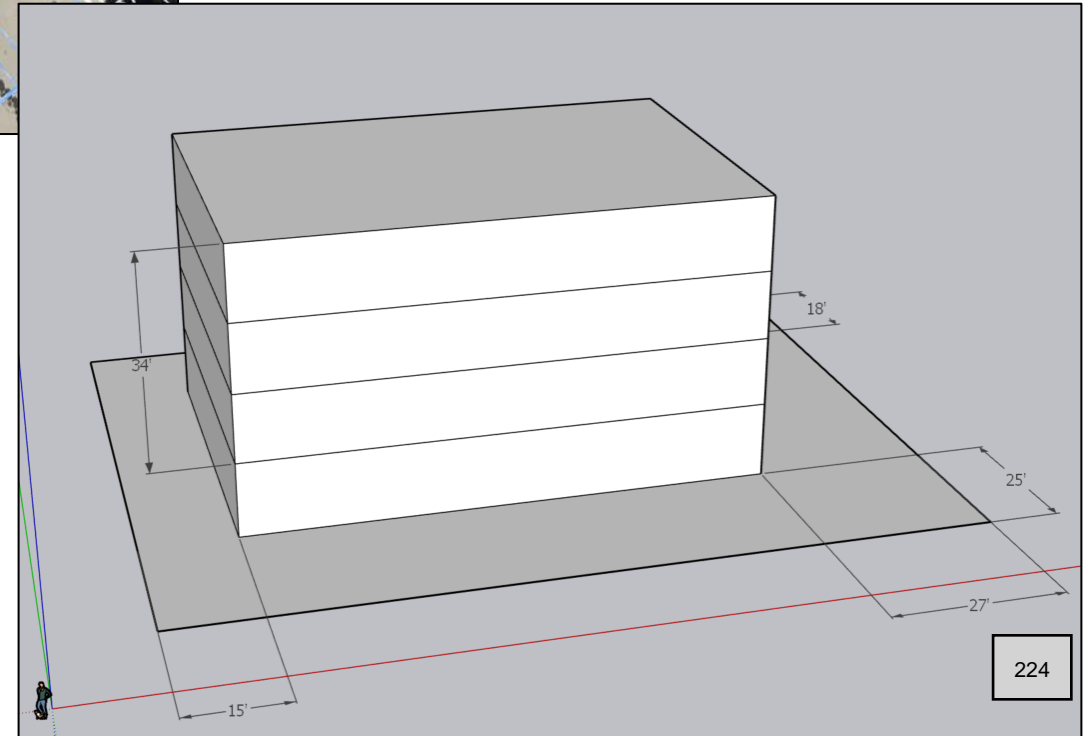


# Example Existing C-4 Zoning District

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**Setbacks:** Front Yard (25'), Side Yard (10 to 33% of width), Rear Yard (18')

**Height:** 34 ft

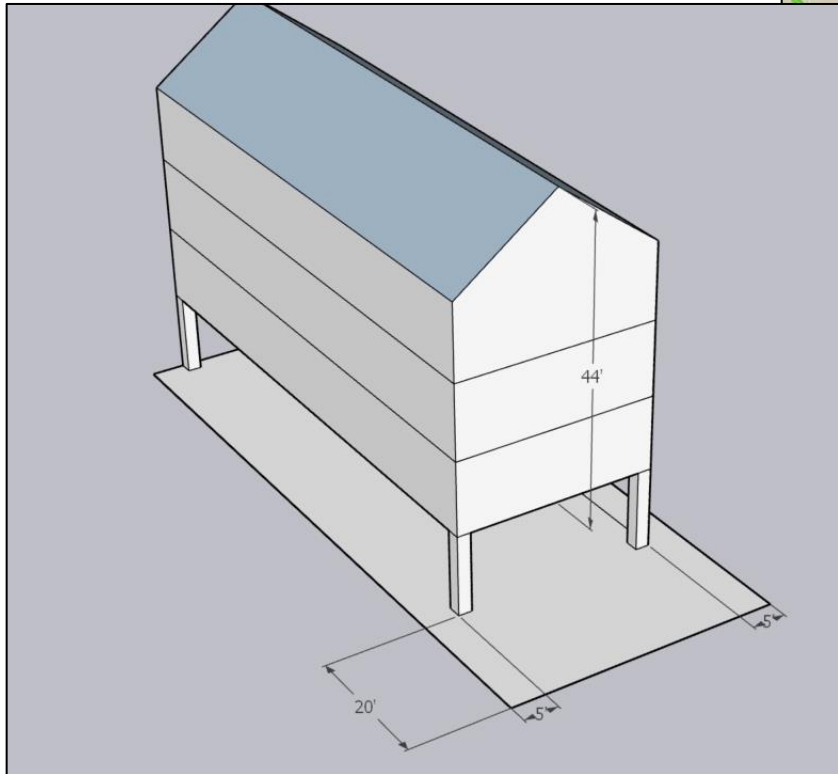




# Example Existing R-3 Zoning District

Setbacks: Front Yard (20-25'), Side Yard (5-10'), Rear Yard (CCCL if on the beach, or 25')

Height: 44 ft

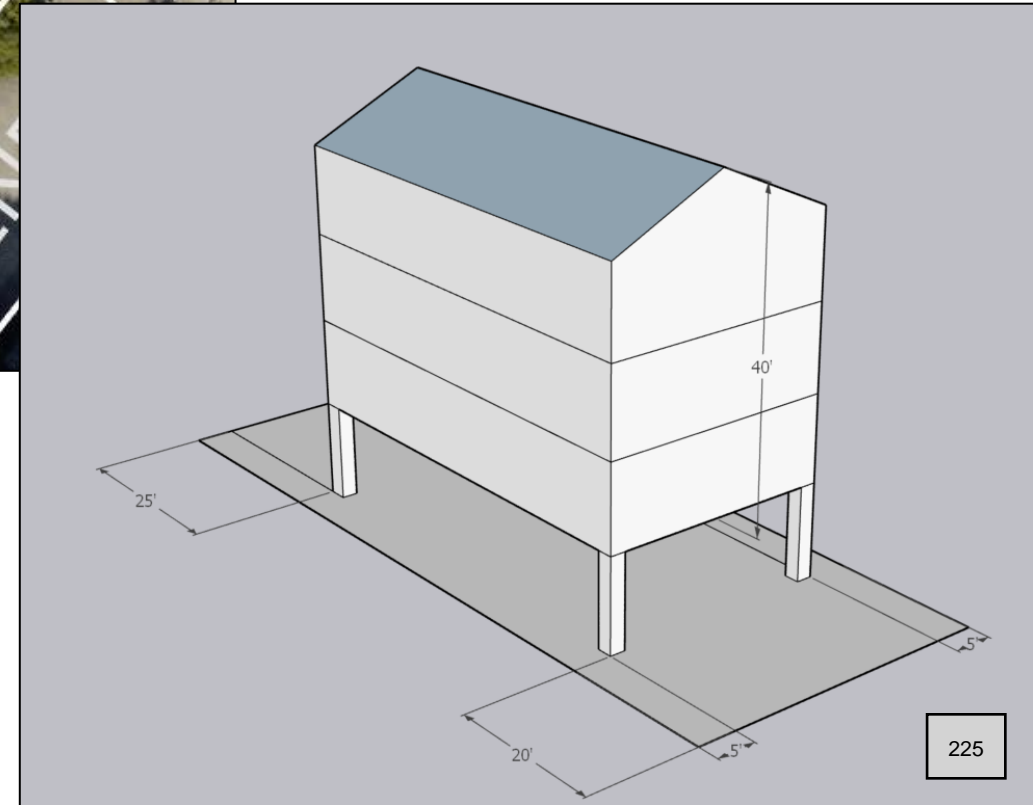


# Example Existing R-2 Zoning District

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Setbacks: Front Yard (20'), Side Yard (5-12'), Rear Yard (25')

Height: 40 ft

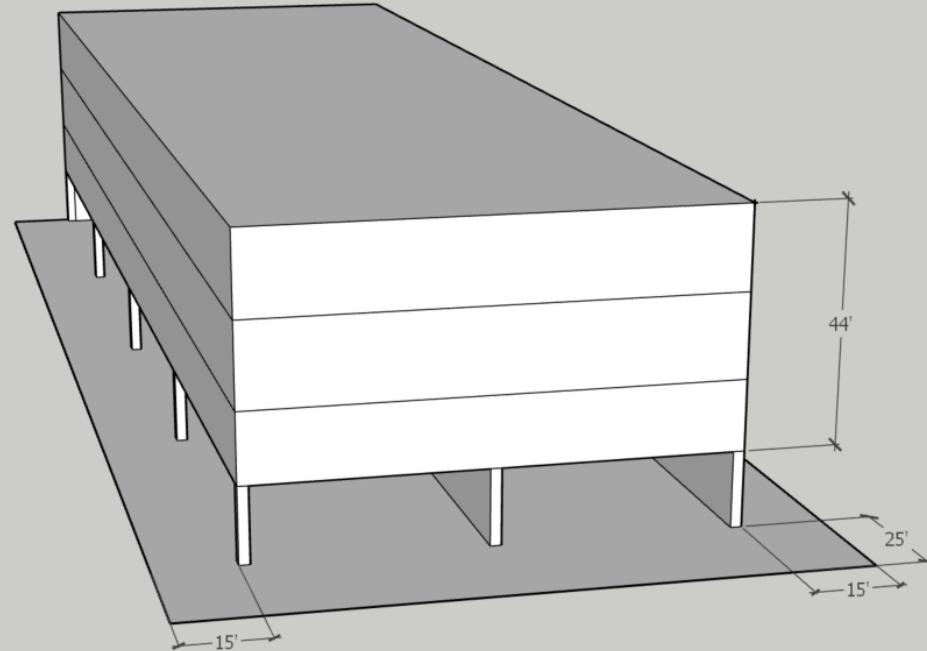
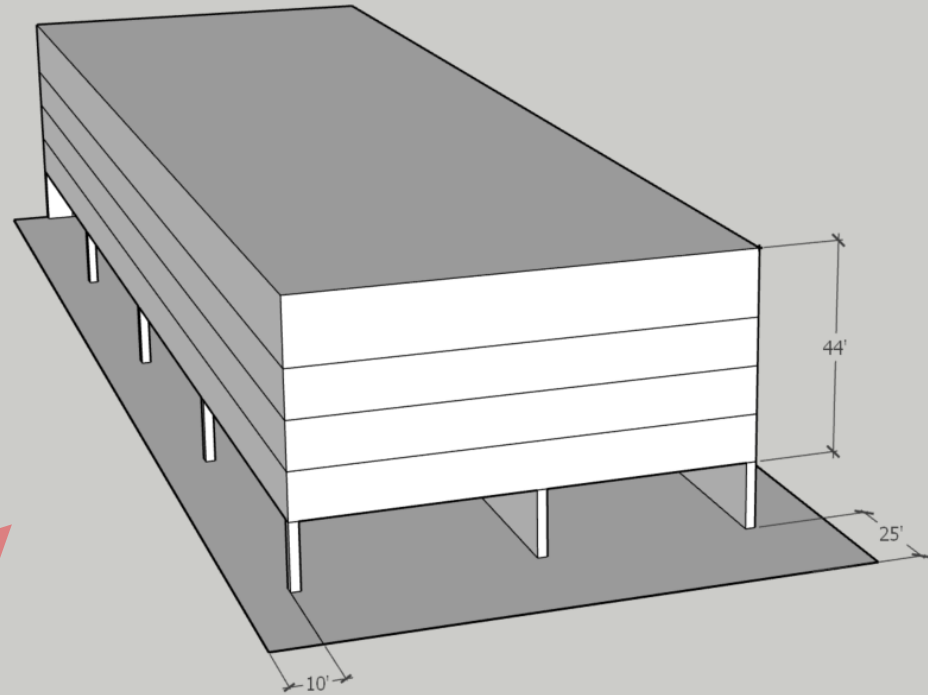


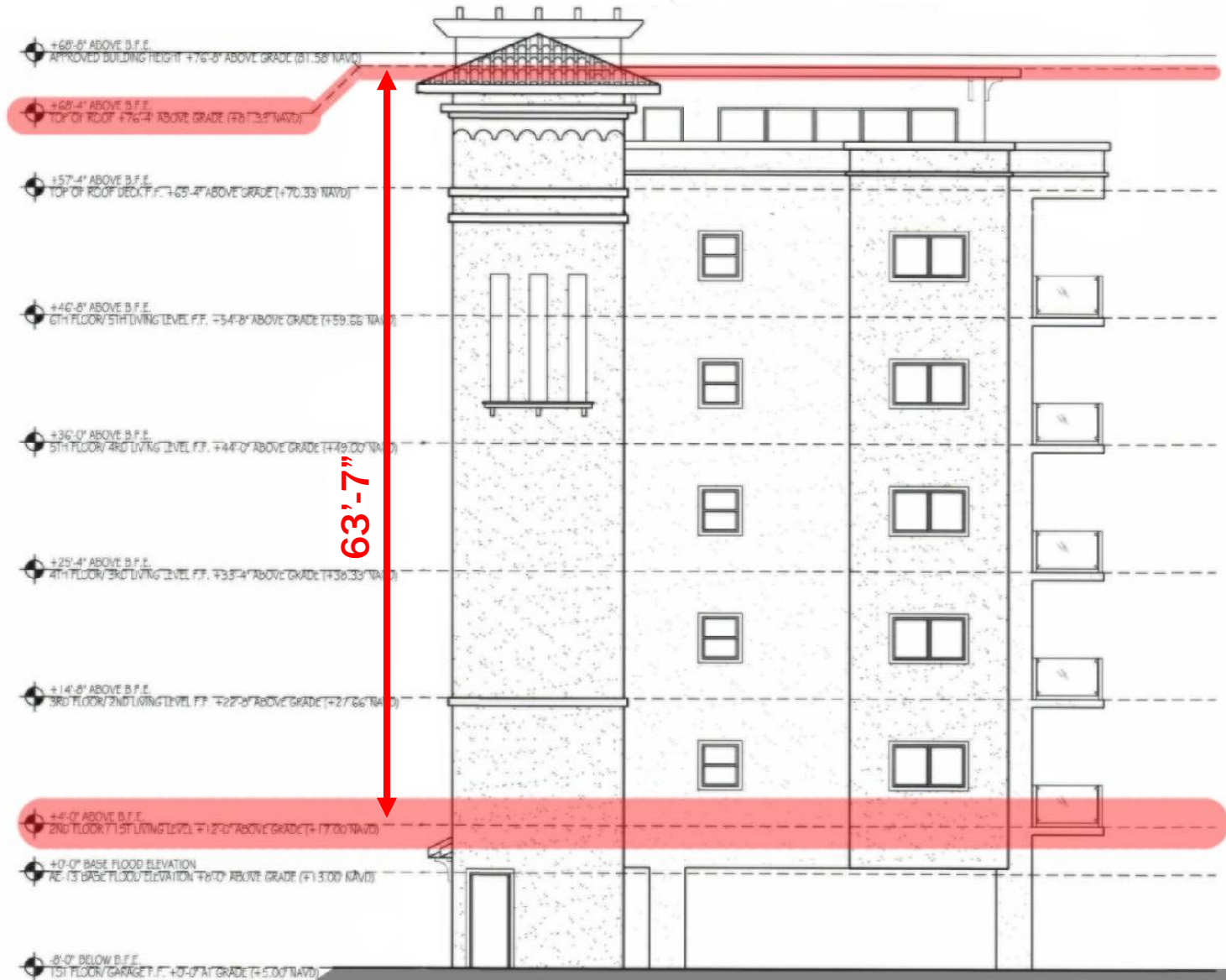
# Example Existing R-3 Zoning District

Setbacks: Front Yard (20-25'),  
Side Yard (5-10'), Rear Yard  
(CCCL if on the beach, or 25')

\*additional 5' side setback if  
hotel or multifamily next to  
residential

Height: 44 ft







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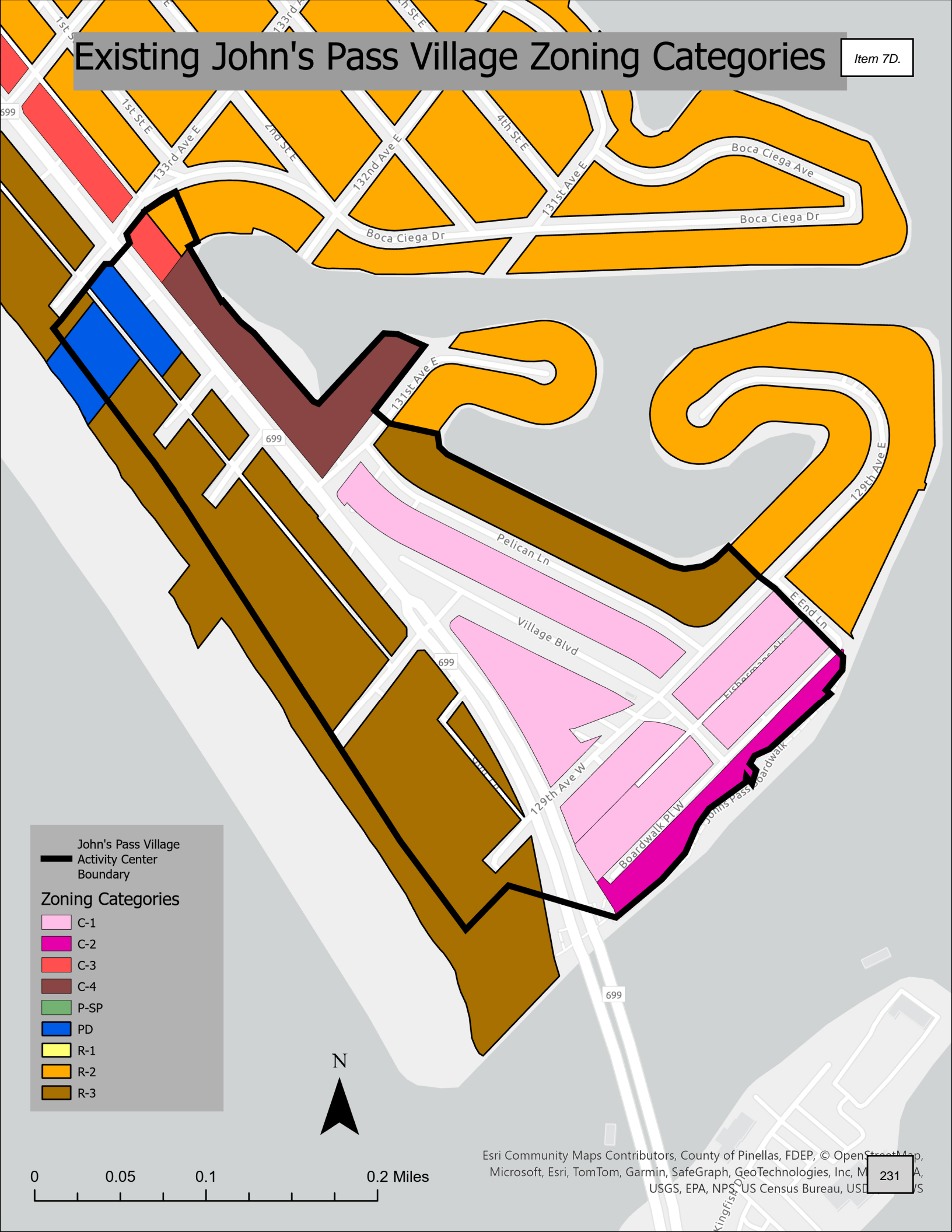
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Boardwalk					
	<i>Top answer voted</i>	<i>Second answer voted</i>	<i>Potential Standards</i>		<i>Other Comments</i>
<b>Height (above DFE)</b>	37'/ highest building on ground	34'/current standards	Measured DFE to eave: 34'		
<b>Setback</b>	Main street feel: 0-5 ft sideyard setbacks, 0 ft setback on the boardwalk, and varying setback on the front/road with certain cantilever exceptions		a. Front yard (Boardwalk Place): 0 feet to 10 feet. b. Side yard: i. Lots equal to or less than 60 feet wide: 0 feet. ii. Lots greater than 60 feet wide: 5 foot setback on one side. c. Rear yard or waterfront yard: no setback, however access to the "tie-backs" supporting seawalls must be provided for maintenance. d. For multiple story buildings, a ten-foot minimum step back behind the primary facade of the building shall be required for stories above the second story for portions of a building facing or bordering a public right-of-way.		Design standards, pedestrian safety/sidewalks, walkability, no overhangs on boardwalk
Commercial Core					
	<i>Top answer voted</i>	<i>Second answer voted</i>	<i>Potential Standards</i>		<i>Other Comments</i>
<b>Height (above DFE)</b>	55'	34' above DFE	Measured DFE to eave: Lots equal to or larger than 1/2 acre: 55', Lots between 1/4 to 1/2 acre in size: 44', Lots equal to or less than 1/4 acre 34'		
<b>Setback</b>	Main street feel, similar to current C-1 setbacks, allow for 2nd floor to encroach into front 10 foot setback		a. Front yard: i. Buildings one story high: 0 feet minimum to 10 feet maximum ii. Buildings two or more stories high: 10-foot setback with either a structured arcade/ covered walkway allowed in the setback or awning over the eight-foot setback. The second floor may have a structured porch within the setback. b. Side yard: i. Lots less than 100 feet wide: none ii. Lots 100 feet wide or greater: 10 feet on one side. iii. For lots with a side yard along a street, the side setback must be 10 feet along a street. c. Rear yard: 20 feet. d. For multiple story buildings, a ten-foot minimum step back behind the primary facade of the building shall be required for stories above the second floor for portions of a building facing or bordering a public right-of-way.		Design standards, pedestrian safety/sidewalks, walkability, shade
John's Pass Resort					
	<i>Top answer voted</i>	<i>Second answer voted</i>	<i>Potential Standards</i>		<i>Other Comments</i>
<b>Height (above DFE)</b>	51'	44'	Measured DFE to eave: Lots greater than 1/2 acre in size: 55', Lots equal to or less than 1/2 acre in size: 44'		
<b>Setback</b>	Maintain current setbacks		a. Front yard: i. Single-family, duplex, and triplex: 20 feet. ii. Multifamily and temporary lodging: 25 feet. b. Rear yard: i. The rear setback for lots less than 100 feet long is 18 feet. ii. The rear setback for lots more than 100 feet long is 25 feet. c. Waterfront rear yard: For lots on the Gulf of Mexico, the setback shall be landward of the county coastal control line. d. Side yard: i. Single-family, duplex, and triplex: 1) Lots less than 50 feet in width, the minimum side yard setback is five feet. 2) Lots 51 feet or greater in width, the minimum total side yard setback is 15 feet with a minimum of 7 feet on either side. ii. Multifamily, temporary lodging, and retail commercial: 1) The minimum side yard setback is ten feet for lots less than 120 feet wide. 2) For lots between 120 to 240 feet wide, the minimum side yard setback is 15 feet. 3) For lots wider than 240 feet, the minimum side yard setback is 20 feet. e. For multiple floor buildings, a ten-foot minimum step back behind the primary facade of the building shall be required for floors above the third floor for portions of a building facing or bordering a public right-of-way.		

Traditional Village					
	Top answer voted	Second answer voted	Potential Standards		Other Comments
Height (above DFE)	34'	44' for structures with parking garages	Measured DFE to eave: Lots greater than ½ acre : 44', Lots equal to or less than ½ acre: 34'		Design standards, pedestrian safety/sidewalks, walkability, shade
Setback	Main street feel, similar to current C-1 setbacks		a. Front yard: 0 feet minimum to 10 feet maximum. b. Rear yard: 10 feet. c. Side yard: i. 0 feet. ii. For lots with a side yard along a street, the side setback must be 10 feet along a street. d. For multiple story buildings, a ten-foot minimum step back behind the primary facade of the building shall be required for stories above the second story for portions of a building facing or bordering a public right-of-way. Open access and use may be within this setback.		
Low-Intensity Mixed Use					
	Top answer voted	Second answer voted	Potential Standards		Other Comments
Height (above DFE)	44'	32'-34'	DFE to eave: 34'		Potentially convert Pelican Lane to one way to allow for sidewalks to be installed.
Setback	Maintain current setbacks		a. Front yard: 20 feet. b. Rear yard: 18 feet. c. Side yard: i. Lots equal to or less than 50 feet wide: 5 feet on each side. ii. Lots greater than 50 feet wide: 10 feet on each side. d. For multiple story buildings, a ten-foot minimum step back behind the primary facade of the building shall be required for floors above the third floor for portions of a building facing or bordering a public right-of-way.		
Transitional					
	Top answer voted	Second answer voted	Potential Standards		Other Comments
Height (above DFE)	44' Current Code	50'	DFE to eave: 44'		Concerns about rooftop bars near residential properties.
Setback	Maintain current setbacks		a. Front yard: i. Single-family, duplex, and triplex: 20 feet. ii. Multifamily, temporary lodging, and commercial: 20 feet. b. Rear yard: i. Lots equal to or shorter than 100 feet in length: 18 feet. ii. Lots greater than 100 feet in length: 25 feet. iii. Waterfront lots on the Gulf of Mexico: landward of the county coastal control line (CCCL). c. Side yard: iii. Single-family, duplex, and triplex: 1) Lots less than 50 feet in width, the minimum side yard setback is five feet. 2) Lots 51 feet or greater in width, the minimum total side yard setback is 15 feet with a minimum of 7 feet on either side. iv. Multifamily, temporary lodging, and retail commercial: 1) The minimum side yard setback is ten feet for lots less than 120 feet wide. 2) For lots wider than 120 feet but less than 240 feet, the minimum side yard setback is 15 feet. 3) For lots wider than 240 feet, the minimum side yard setback is 20 feet. d. For multiple story buildings, a ten-foot minimum step back behind the primary facade of the building shall be required for floors above the third floor for portions of a building facing or bordering a public right-of-way.		

# Existing John's Pass Village Zoning Categories

Item 7D.



John's Pass Village  
Activity Center  
Boundary

**Zoning Categories**

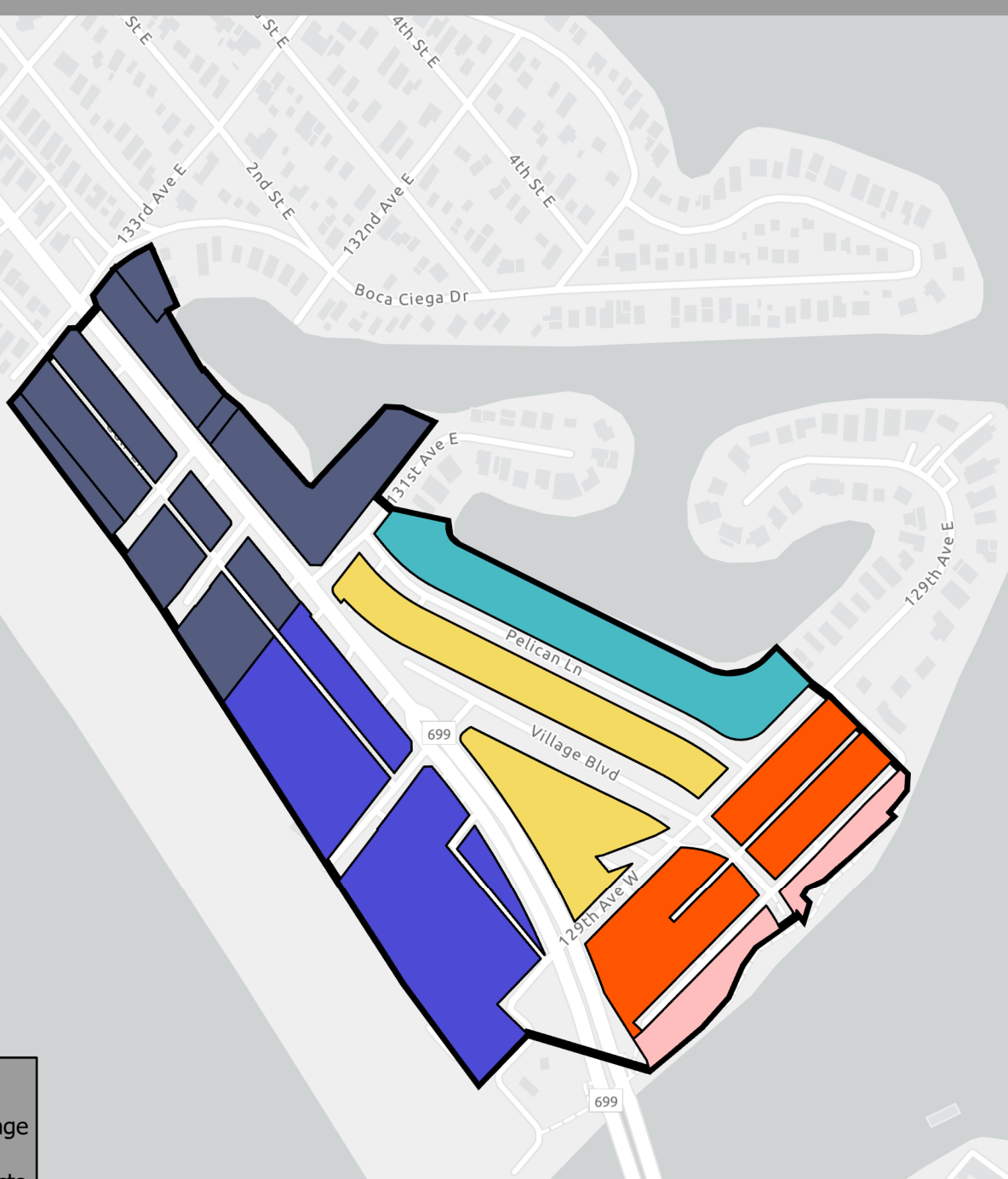
- C-1
- C-2
- C-3
- C-4
- P-SP
- PD
- R-1
- R-2
- R-3



0 0.05 0.1 0.2 Miles

# John's Pass Village Activity Center Character District

Item 7D.



**Legend**

John's Pass Village  
Activity Center  
Character Districts

Districts

- Boardwalk
- Commercial Core
- John's Pass Resort
- Low Intensity Mixed Use
- Traditional Village
- Transitional
- John's Pass Village
- Activity Center Boundary



0 0.05 0.1 0.2 Miles





## MEMORANDUM

TO: Honorable Mayor and Board of Commissioners  
VIA: Robin Gomez, City Manager  
FROM: Clint Belk, Fire Chief  
DATE: May 22, 2024  
RE: **New IAFF Collective Bargaining Agreement**

---

### **Background**

IAFF Local 4966 and the City of Madeira Beach have reached an agreement for a new three (3) year collective bargaining agreement effective October 1, 2024 through September 30, 2027. The current agreement is set to expire on September 30, 2024.

Union and City only agreed to minor changes to a few contract sections involving holidays and leave, insurance/pension, and work week/overtime, with the most significant change to the pay/step plan structure incorporated as Appendix A, MBFD 2025 to 2027 Step Plans.

### **Fiscal Impact**

Fiscal impact will be 38% pay increases over the three (3) years of this agreement, acting positions will receive 5% (Driver/Engineer) and 7.5% (Lieutenant) of their hourly rate when in an acting position versus \$0.50 and \$1.00, respectively. Total first year impact estimated at just over \$200,000.00.

### **Attachments**

Madeira Beach 2024-2027 IAFF Contract

Madeira Voting Results CBL 2024

MBFD '25 – '27 Step Plans



# Pinellas County Professional Firefighters LOCAL 4966 Inc.

13220 Belcher Rd. S. Suite 6 Largo, FL 33773  
727.953.7152 www.iaff4966.org

May 6, 2024

## VOTING RESULTS

The ballots were counted, 5/4/2024 for the Contract Ratification Vote, City of Madeira Beach bargaining unit. Ref; October 1, 2024 – September 30, 2027.

Of the 16 unit members voting strength; 15 (93.75 %) were returned.

Those in attendance and counting were:

**May 3, 2024:** Andy Childers and all present members

**May 4, 2024:** Andy Childers and all present members

The results are:

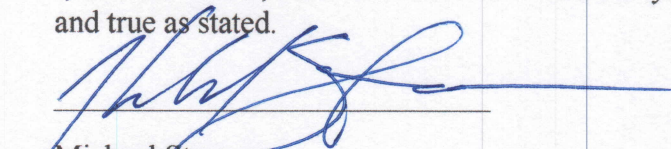
**Accept: 15 (93.75%)**

**Reject: 0 (0.0%)**

Absent: 1 (6.25%)

The Officers and Officials of Local 4966 would like to thank the 15 Madeira Beach members that found the time to vote. A complete list of all the members casting ballots is available at the Union Office.

I, Michael Stone, President of Local 4966 hereby certify the results of this count to be accurate and true as stated.

  
\_\_\_\_\_  
Michael Stone  
President Local 4966

**MBFD Payscale (FY25)**

**Firefighter/Paramedic**

Step			1	2	3	4	5	6	7	8	9	10
Rate			\$ 22.12	\$ 23.23	\$ 24.39	\$ 25.61	\$ 26.89	\$ 28.23	\$ 29.64	\$ 31.13	\$ 32.68	\$ 34.32
Annual (2912hrs)			\$ 64,413.44	\$ 67,634.11	\$ 71,015.82	\$ 74,566.61	\$ 78,294.94	\$ 82,209.69	\$ 86,320.17	\$ 90,636.18	\$ 95,167.99	\$ 99,926.39

**Driver/Paramedic**

Step			1	2	3	4	5	6	7	8	9	10
Rate			\$ 23.41	\$ 24.58	\$ 25.81	\$ 27.10	\$ 28.46	\$ 29.88	\$ 31.37	\$ 32.94	\$ 34.59	\$ 36.32
Annual (2912hrs)			\$ 68,169.92	\$ 71,578.42	\$ 75,157.34	\$ 78,915.20	\$ 82,860.96	\$ 87,004.01	\$ 91,354.21	\$ 95,921.92	\$ 100,718.02	\$ 105,753.92

**Lieutenant/Paramedic**

Step			1	2	3	4	5	6	7	8	9	10
Rate					\$ 26.76	\$ 28.10	\$ 29.50	\$ 30.98	\$ 32.53	\$ 34.15	\$ 35.86	\$ 37.65
Annual (2912hrs)					\$ 77,925.12	\$ 81,821.38	\$ 85,912.44	\$ 90,208.07	\$ 94,718.47	\$ 99,454.39	\$ 104,427.11	\$ 109,648.47

**Fire Inspector**

Step			1	2	3	4	5	6	7	8	9	10
Rate			\$ 32.77	\$ 34.41	\$ 36.13	\$ 37.94	\$ 39.83	\$ 41.82	\$ 43.91	\$ 46.11	\$ 48.42	\$ 50.84
Annual (2080hrs)			\$ 68,161.60	\$ 71,569.68	\$ 75,148.16	\$ 78,905.57	\$ 82,850.85	\$ 86,993.39	\$ 91,343.06	\$ 95,910.22	\$ 100,705.73	\$ 105,741.01

**MBFD Payscale (FY26)**

**Firefighter/Paramedic**

Step			1	2	3	4	5	6	7	8	9	10
Rate			\$ 23.45	\$ 24.62	\$ 25.85	\$ 27.15	\$ 28.50	\$ 29.93	\$ 31.43	\$ 33.00	\$ 34.65	\$ 36.38
Annual (2912hrs)			\$ 68,286.40	\$ 71,700.72	\$ 75,285.76	\$ 79,050.04	\$ 83,002.55	\$ 87,152.67	\$ 91,510.31	\$ 96,085.82	\$ 100,890.11	\$ 105,934.62

**Driver/Paramedic**

Step			1	2	3	4	5	6	7	8	9	10
Rate			\$ 24.81	\$ 26.05	\$ 27.35	\$ 28.72	\$ 30.16	\$ 31.66	\$ 33.25	\$ 34.91	\$ 36.66	\$ 38.49
Annual (2912hrs)			\$ 72,246.72	\$ 75,859.06	\$ 79,652.01	\$ 83,634.61	\$ 87,816.34	\$ 92,207.16	\$ 96,817.51	\$ 101,658.39	\$ 106,741.31	\$ 112,078.38

**Lieutenant/Paramedic**

Step			1	2	3	4	5	6	7	8	9	10
Rate					\$ 28.37	\$ 29.79	\$ 31.28	\$ 32.84	\$ 34.48	\$ 36.21	\$ 38.02	\$ 39.92
Annual (2912hrs)					\$ 82,613.44	\$ 86,744.11	\$ 91,081.32	\$ 95,635.38	\$ 100,417.15	\$ 105,438.01	\$ 110,709.91	\$ 116,245.41

**Fire Inspector**

Step			1	2	3	4	5	6	7	8	9	10
Rate			\$ 34.73	\$ 36.47	\$ 38.29	\$ 40.20	\$ 42.21	\$ 44.33	\$ 46.54	\$ 48.87	\$ 51.31	\$ 53.88
Annual (2080hrs)			\$ 72,238.40	\$ 75,850.32	\$ 79,642.84	\$ 83,624.98	\$ 87,806.23	\$ 92,196.54	\$ 96,806.36	\$ 101,646.68	\$ 106,729.02	\$ 112,065.47

**MBFD Payscale (FY27)**

**Firefighter/Paramedic**

Step			1	2	3	4	5	6	7	8	9	10
Rate			\$ 25.09	\$ 26.34	\$ 27.66	\$ 29.04	\$ 30.50	\$ 32.02	\$ 33.62	\$ 35.30	\$ 37.07	\$ 38.92
Annual (2912hrs)			\$ 73,062.08	\$ 76,715.18	\$ 80,550.94	\$ 84,578.49	\$ 88,807.41	\$ 93,247.79	\$ 97,910.17	\$ 102,805.68	\$ 107,945.97	\$ 113,343.27

**Driver/Paramedic**

Step			1	2	3	4	5	6	7	8	9	10
Rate			\$ 26.55	\$ 27.88	\$ 29.27	\$ 30.73	\$ 32.27	\$ 33.89	\$ 35.58	\$ 37.36	\$ 39.23	\$ 41.19
Annual (2912hrs)			\$ 77,313.60	\$ 81,179.28	\$ 85,238.24	\$ 89,500.16	\$ 93,975.16	\$ 98,673.92	\$ 103,607.62	\$ 108,788.00	\$ 114,227.40	\$ 119,938.77

**Lieutenant/Paramedic**

Step			1	2	3	4	5	6	7	8	9	10
Rate					\$ 30.36	\$ 31.88	\$ 33.47	\$ 35.15	\$ 36.90	\$ 38.75	\$ 40.69	\$ 42.72
Annual (2912hrs)					\$ 88,408.32	\$ 92,828.74	\$ 97,470.17	\$ 102,343.68	\$ 107,460.87	\$ 112,833.91	\$ 118,475.60	\$ 124,399.38

**Fire Inspector**

Step			1	2	3	4	5	6	7	8	9	10
Rate			\$ 37.17	\$ 39.03	\$ 40.98	\$ 43.03	\$ 45.18	\$ 47.44	\$ 49.81	\$ 52.30	\$ 54.92	\$ 57.66
Annual (2080hrs)			\$ 77,313.60	\$ 81,179.28	\$ 85,238.24	\$ 89,500.16	\$ 93,975.16	\$ 98,673.92	\$ 103,607.62	\$ 108,788.00	\$ 114,227.40	\$ 119,938.77

# City of Madeira Beach and Pinellas County Professional Firefighters IAFF Local 4966



October 1, 2024 thru September 30, 2027

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# ARTICLE 1

## PREAMBLE

- Section 1.** Pursuant to Florida Statutes § 447.309, this Agreement is entered into by and between the City of Madeira Beach, a Florida municipal corporation, hereinafter called the “City” and the Pinellas County Professional Firefighters Association, IAFF, Local 4966, hereinafter called “the Union.”
- Section 2.** The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the City and employees represented by the Union, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise, and to set forth the agreement between the Parties concerning wages and other terms and conditions of employment.
- Section 3.** The Parties recognize that the best interests of the community will be served by assuring the public, at all times, of the orderly and uninterrupted provision of fire protection services in the most efficient manner possible.

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## ARTICLE 2

# RECOGNITION

- Section 1.** The City of Madeira Beach hereby recognizes the Pinellas County Professional Firefighters Association Local 4966 as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees represented by the Union, which currently consists of all Firefighter/EMTs, Firefighter/Paramedics, Driver Engineer/Paramedics, Fire Inspectors, Fire Lieutenant/EMTs, and Fire Lieutenant/ Paramedics.
- Section 2.** The Union hereby recognizes the City Manager or his/her representative as the public employer's representative for the purpose of collective bargaining. It is recognized by both Parties that the designation of authority vested in the Fire Chief pursuant to the terms of this Agreement shall also be fully vested without limitation in the City Manager who, by the City's Charter, serves as the City's chief executive officer.
- Section 3.** For purposes of this Agreement, the terms member, bargaining unit employee, and employee shall be synonymous.
- Section 4.** Should the City establish new job classifications within the Fire Department that are recognized by the Florida Public Employee Relations Commission as being represented by the Union, the City shall, not less than thirty (30) days prior to staffing such classifications, initiate bargaining with the Union concerning the wages and other terms and conditions of employment for the newly-created classifications.

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# ARTICLE 3

## REPRESENTATIVES OF PARTIES

- Section 1.** The City agrees that, during the term of this Agreement, it will deal only with the authorized representatives of the Union in matters requiring mutual consent or other official action called for by the Agreement. Authorized representatives shall be defined as elected Officers of the Union and duly elected or appointed stewards, provided that notification has been provided in writing to the Office of the Fire Chief within 72 hours of any change in elected Officers or appointed stewards. The Union agrees to notify the City of the name of such authorized representatives as of the execution of this Agreement and replacement thereof during the term of this Agreement.
- Section 2.** The Union likewise agrees that, during the term of this Agreement, it shall deal only with the City Manager or his/her representative in matters requiring mutual consent or other official action.
- Section 3.** The City, the Union, and the bargaining unit members agree that from time to time, issues may arise which are not specifically addressed by this Agreement or on which this Agreement is ambiguous. The bargaining unit employees and the City do hereby designate and vest with their authorized representatives the ability to execute memoranda of understanding addressing such situations or clarifying ambiguous contract language. All such memoranda of understanding shall be signed by the City Manager and Union President. This section shall apply only in the event of consent by both Parties and neither Party is obligated to execute a memorandum of understanding the Party does not accept.

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# ARTICLE 4

## MANAGEMENT RIGHTS

- Section 1.** Except as expressly provided for in the Agreement, the City retains the sole right to manage its operations and direct the working force, including the rights to decide the number and location of stations, the acquisition and operation of vehicles and equipment, the scope of service to be performed, the method of service, the scheduling of work time; to contract and sub-contract existing and future work, to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to maintain order and efficiency in its stations and locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever, in the opinion of the employer, good business judgment makes such curtailment or discontinuance advisable; to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to determine the starting and quitting time and the number of hours to be worked; to establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of economy, efficiency, technological change or operating requirements; and to have complete authority to exercise those rights and powers incidental thereto, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement.
- Section 2.** If a local state of emergency covering the City is declared by the Mayor or Governor, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, providing that the wages and benefits provided for under this Agreement shall not be suspended as a result of such declaration.
- Section 3.** The above rights of the employer are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the employer in its capacity as management of the Fire Department of the City of Madeira Beach. Any of the rights, powers and authority the employer had prior to entering this Collective Bargaining Agreement are retained by the employer, except as expressly and specifically abridged, delegated, granted

or modified by the Agreement. Those inherent and common law management functions and prerogatives which the employer has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly subject to the grievance procedure.

**Section 4.** The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly, waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

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# ARTICLE 5

## NON-DISCRIMINATION

- Section 1.** Neither the City nor the Union will in any way discriminate against a member because of membership or non-membership in the Union, or on the basis of race, creed, color, national origin, religion, age or sex. A member's claim of unlawful discrimination based on race, color, national origin, religion, age, marital status or sex, as well as any other categories covered by state or federal anti-discrimination laws, shall be pursued by that member pursuant to the City's policies and procedures regarding the filing and investigation of such claims. If the member is dissatisfied with the outcome of any such investigation, the member may further pursue his or her claim in a court of appropriate jurisdiction, as provided for in the Florida Civil Rights Act, Title VII of the Civil Rights Act, the Americans with Disabilities Act, or the Age Discrimination in Employment Act. Nothing herein shall prohibit the Union from providing such advocacy and assistance to its complaining member as it and the member deems necessary.
- Section 2.** The City and the Union agree that the provisions of this Agreement shall be applied equally to all members of the bargaining unit, except as is otherwise specified herein.
- Section 3.** The City and the Union agree to abide by the laws of the State of Florida and the rules and regulations of the Public Employees Relations Commission.

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## ARTICLE 6

### NO STRIKES / NO LOCK-OUT

- Section 1.** The Union and its members agree to this no strike pledge in return for a full and fair hearing of disputes as a peaceful means of resolving differences as outlined in the Grievance Procedure.
- Section 2.** The Union and the City will attempt to settle any future contract disputes in a fair and reasonable manner in accordance with applicable laws.
- Section 3.** There shall be no strikes, picketing, job action, work stoppage, slowdowns, boycotts or concerted failure to perform assigned work during the term of this Agreement. Picketing as used herein shall mean any action which has the intent or effect of prohibiting members from reporting to work or continuing to perform their normally assigned work. "Strike" means the concerted failure to report for duty, the concerted absence of members from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of members from the full and faithful performance of their duties of employment with the City, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the City, and the concerted failure to report for after the expiration of a collective bargaining agreement and picketing in furtherance of work stoppage.
- Section 4.** Any member to be found in violation of the above shall be subject to discipline, up to and including discharge, and only the question of whether or not the member instigated, ratified, sanctioned or participated in such action shall be subject to the Grievance and Arbitration Procedure and Florida Statute 447.
- Section 5.** Further it is understood and agreed by the parties that the nature of the work in this Department bears directly upon the safety and welfare of the



public at large and that any violation would give rise to irreparable damage. To that end, the Union agrees that neither it nor any of its agents, representatives or members shall sanction, ratify, approve, condone or participate in any of the above activities and that if such prescribed activities take place that the Union through its representatives and agents will make every reasonable effort to ensure that such action immediately ceases.

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# ARTICLE 7

## GRIEVANCE PROCEDURE AND ARBITRATION

**Section 1.** The purpose of this Article is to establish a procedure for the orderly, fair and expeditious adjustments of grievances and for settlement of disputes between the City, Union and employees involving the interpretation or application of this Agreement. A grievance is defined as a complaint arising out of alleged violations concerning wages, rates of pay and other terms and conditions of employment addressed by this Agreement, whether or not the terms or conditions of employment are also covered by other employer documents. Should the City contend that a filed grievance is not grievable under this Agreement, the issue of grievability shall be ruled on by an arbitrator prior to the arbitration of the underlying grievance.

**Section 2.** A grievance shall be presented within ten (10) calendar days of the date on which the action supporting the grievance occurred. In the event the grievant is a Fire Lieutenant, the grievance shall be initiated in writing at the level of the Fire Chief.

1. An employee or the Union may discuss the complaint orally with any Fire Officer. The Officer shall attempt to adjust the complaint within the shift within the range of authority granted to him or her by the Fire Chief. It is understood that because the Fire Officers are part of this bargaining unit, the interpretation or application of this Agreement by such persons are not binding upon the City, but rather are subject to independent review and determination by the Fire Chief.
2. If the complaint is not resolved, a grievance may be submitted in written form using the agreed upon form incorporated into this Agreement to the Fire Chief within ten (10) calendar days from the time of discussion in Step one. The written grievance should set forth the following:

A. A statement of the grievance and the facts upon which it is based.

1. How did you determine these facts?
2. How does the grievance affect the member?
3. What rule or article is being grieved?
4. The remedy or adjustment requested.
5. The signature of the aggrieved employee.

B. A meeting shall be set up with the Fire Chief, aggrieved employee and Union Officer within ten (10) calendar days of the submission of the written grievance. If the matter is not resolved at this meeting, the Fire Chief shall give his or her written response to the grievance within ten (10) days to the aggrieved employee and the Union.

**Section 3.** If the matter is not resolved, to the City Manager within ten (10) calendar days from the date of the written response from the Fire Chief. The City Manager shall schedule a meeting with the Union, Management, and Grievant within ten (10) calendar days after receipt of the grievance in order to discuss and seek a solution. A written response from the City Manager shall be given within ten (10) calendar days after the meeting. In the event the City Manager, Fire Chief, or Union President is unable to meet any of the deadlines set forth herein due to illness, business, conference, etc.), the relevant deadline shall be appropriately extended to allow the relevant meeting or response to occur as soon as reasonably possible after the return of the absent official.

**Section 4.**

A. If the matter is not resolved as provided in Step 3, the grievance may be submitted to arbitration by the Union or the aggrieved employee. Written notification of intent to arbitrate the grievance shall be provided to the City Manager within ten (10) calendar days of her or his written Step 3 response.

B. The Parties shall attempt to agree upon an independent arbitrator. If this cannot be accomplished within ten (10) calendar days, a panel of seven (7)

arbitrators will be requested from the Federal Mediation and Conciliation Service. To limit expenses of arbitration, arbitrators shall either be based in Florida, or agree to waive travel expenses or to conduct the arbitration via remote video. The Parties shall alternately strike with the grievant striking first until one name remains. The arbitration shall be conducted under the Florida Arbitration Code (Florida Statutes Chapter 682) and the rules of the FMCS, except as modified by this Agreement. Subject to the following, the arbitrator shall have the jurisdiction and authority to hear a grievance as defined in this Article.

1. The arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.
  2. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to Arbitration, which is to be pursued under applicable state or federal law, which is not a grievance as defined in this Article or which is not specifically covered by this Agreement.
  3. The arbitrator shall confine him/herself exclusively to the question(s) presented to him/her, which question(s) may not be hypothetical, and which must have been set forth in the grievance form.
- C. Copies of the award of the arbitrator made in accordance with the jurisdictional authority under this Agreement shall be furnished to both parties within thirty (30) calendar days of the hearing and shall be final and binding on both parties subject only to either party's right of appeal as provided by law.
- D. The Arbitrator's decision shall be implemented by the appropriate parties immediately upon becoming final.

**Section 5.** Each Party shall pay its own expenses for its representative, counsel, and witnesses. The fee of the Arbitrator shall be borne by the losing Party as determined and invoiced by the Arbitrator. Where the Union represents the aggrieved employee in the Arbitration proceeding and the Arbitrator determines in favor of the City, the Union will be considered the losing

party. In the event of a compromise award, the Arbitrator's fee shall be borne equally by the Parties to the arbitration.

**Section 6.** An employee having a complaint shall have the right to take the matter up with his/her Union Officers during working hours if it does not interfere with normal operations.

**Section 7.** The time limits established in this Article may be extended by mutual written agreement between the City Manager and the Grievant or Union President. Grievances not appealed in writing to the next step as provided in this Article shall be considered resolved on the basis of the last decision. A grievance not answered within the limits prescribed for the employer at each step shall entitle the employee to advance the grievance to the next step.

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# UNION GRIEVANCE CITY OF MADEIRA BEACH

Grievance No. \_\_\_\_\_

Please attach any statements or information to support your grievance. Type or print neatly.

EMPLOYEE NAME: \_\_\_\_\_ Work Telephone: \_\_\_\_\_

Classification/Rank: \_\_\_\_\_ Shift: \_\_\_\_\_ Division: \_\_\_\_\_

Date of Occurrence of Grievance: \_\_\_\_\_

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Article and section of Agreement alleged to have been violated:

Please check appropriate box:     Step 2-Fire Chief     Step 3-City Manager

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DESCRIBE all of the facts concerning the grievance (date, time, place, persons involved, etc.)

REQUESTED REMEDY:

EMPLOYEE/UNION: \_\_\_\_\_

DEPARTMENT/CITY: \_\_\_\_\_

Signature (*Employee filing grievance*) Time/Date \_\_\_\_\_

Grievance received by (Signature) \_\_\_\_\_

Union Rep Signature \_\_\_\_\_ Time/Date \_\_\_\_\_

Time/Date of receipt \_\_\_\_\_

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As provided by the Pinellas County Professional Firefighters Association, IAFF, Local 4966, contract, I wish to appeal my grievance to Step 2 or 3, as applicable.

Signature (*Employee filing grievance*) Time/Date \_\_\_\_\_

Grievance received by (Signature) \_\_\_\_\_

Union Rep Signature \_\_\_\_\_ Time/Date \_\_\_\_\_

Time/Date of receipt \_\_\_\_\_



# UNION GRIEVANCE CITY OF MADEIRA BEACH RESPONSE

Grievance No. \_\_\_\_\_

This form is to be used by the Fire Chief/Designee and the City Manager to respond to Step 2, and Step 3 Union Grievances.

To: \_\_\_\_\_  
Employee/Grievant or Union Rep

From: \_\_\_\_\_  
Fire Chief/Designee or City Manager

Date Grievance Filed: \_\_\_\_\_

Date of Hearing: \_\_\_\_\_

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The following is in response to the above-referenced grievance. (Attach additional sheets if necessary.)

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\_\_\_\_\_  
Hearing Officer's Signature: (Fire Chief/Designee or City Manager)

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



# ARTICLE 8

## REPRESENTATION/CONSULTATION

- Section 1.** Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party. The Union will furnish the City Manager with a written list of the Union's bargaining team, prior to the first meeting, and substitution changes thereto, if necessary.
- Section 2.** Fire Department Management in the spirit of cooperation will notify the officers of the Union of anticipated major changes in formal operating or working conditions within a reasonable time but not less than thirty (30) days prior to implementation.
- Section 3.** Copies of tactical orders or training bulletins affecting Union members shall be made available to the Union when issued.
- Section 4.** Members shall have the right to meet and consult with any supervisory or managerial official via the appropriate chain of command. The member shall explain to his or her immediate supervisor the nature of his or her request (personal or departmental business). Members shall have the right to Union representation in those meetings and consultations.
- Section 5.** The City shall recognize a maximum of four (4) Union representatives who are City employees, who may be released from duty without pay to negotiate a collective bargaining agreement between the City and/or Fire Department and the Union. The release of such on-duty employees shall be at the sole discretion of the Fire Chief, it being understood that the intent of this Section is to not negatively impact service levels or to cause any direct or indirect cost to the City. Employees so released may use compensatory time, accrued annual or holiday leave, and/or Union time if available, for the time they are released.
- Section 6.** The name of the Union representative shall be given in writing to the City Manager as well as any change prior to the effective date of the representative assuming duties of office. Such notification shall be made by the Union.

**Section 7.** There shall be one (1) Union representative on each shift whenever possible.

**Section 8.** An aggrieved employee shall have the right to take the grievance up with his or her shift union officer during working time, provided that the employee and the union official shall not interfere with the normal operations of the department.

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# ARTICLE 9

## DISCIPLINE AND DISCHARGE

**Section 1.** The City shall have the right to discipline any employee for the violation of any City or Department Rule or Regulation for just cause. Initial probationary employees do not have grievance and arbitration rights for disciplinary actions up to and including termination of employment. Promoted employees do not have arbitration rights over a decision by the City to demote the newly promoted employee to his or her prior position based on failure to satisfactorily complete the promotional probationary period. However, the reasons for a demotion decision shall be documented by the Fire Chief and can be grieved up to the City Manager level pursuant to Article 7. The probationary periods referred to above shall be one year from the date of hire and six calendar months from date of promotion as applicable, with the option at the City's sole discretion to extend up to an additional three calendar months or, in the case of a new hire with experience from another agency, reduce the established period.

Employees may be disciplined by written warning, demotion, suspension or discharge for violation of the City or Department Rules and Regulations or any action or failure to act which in the opinion of the Fire Chief adversely affects the ability of the employee and/or fellow employees to efficiently perform their job responsibilities and/or adversely affects the efficient operation of the City Government or any department, division, or area of the City.

The City recognizes the following types of disciplinary action:

1. Written warning
2. Suspension without pay
3. Demotion
4. Combination of the above
5. Discharge

- Section 2.** Disciplinary notices shall not be placed in the employee's personnel file before the employee has been informed of such action. The employee shall be asked to date and sign all written reprimands and notices of misconduct; however, the signature does not imply agreement. If the employee refuses to sign a written reprimand or notice of misconduct, this action shall be noted on the document. The absence of an employee's signature does not diminish the status of the action. The City will furnish to the Union representative upon request copies of the forms prepared by the City covering personnel action which are subject to disclosure under the Public Records Act.
- Section 3.** When conducting an investigation of a member covered by the Firefighters' Bill of Rights (part VIII of Chapter 112, Florida Statutes), any interrogation of the member shall be conducted following the procedures set forth in Florida Statutes § 112.82.
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# ARTICLE 10

## PRE-TERMINATION HEARINGS

- Section 1.** Pre-Termination Hearing, as used in this Article, shall mean a meeting between the Fire Chief, City Manager, or designee, for the purpose of informing the employee of the disciplinary violations the City believes the employee has committed, and that termination is being considered. The employee shall be afforded the opportunity to present such facts, documents and arguments as he or she may desire in response to the charges and the proposed disciplinary action. Once completed, the Chief, Manager or designee shall conduct such further investigation or review as may be necessary to follow up on the information and arguments presented by the employee in his or her defense.
- Section 2.** Notice of a Pre-Termination Hearing shall be given 72 hours in advance to any member who is brought up on charges that could lead to termination.
- Section 3.** The member shall be afforded due process during the Pre-Termination Hearing.
- Section 4.** No member shall be terminated without being afforded the opportunity to attend a Pre-Termination Hearing unless waived by the member.
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# PRE-TERMINATION NOTICE

DATE OF NOTICE: \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_

VIOLATION: \_\_\_\_\_

FACTS/circumstances/reasons for termination:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You have the right to respond in writing to the charges, and the right to respond orally before the official charged with the responsibility of making the termination decision.

\_\_\_\_\_ is the date on which the official charged with the responsibility of making the termination decision will hear or consider any oral or written presentation that you desire to present. Said date will be not sooner than seventy-two (72) hours, said time not to include holidays or weekends, from the time this Notice is delivered to you. You may submit any written material prior to or at the interview and may appear and make any desired oral presentation at such interview.

Your failure to present any written statement or oral presentation at the pre-termination interview above referred to will result in a decision being made to terminate you, and at that point all employee rights and benefits will cease.

This pre-termination procedure will be supplemental to any other grievance procedures which may be available to you, and this procedure is a required initial step prior to any other procedure by the Employee Service System Rules, Union Contract, department rules or administrative procedures.

The "official charged with the responsibility of making termination decisions" will consist of the City Manager or her/his designee.

My signature below indicates only that I have received and read the above notice.

\_\_\_\_\_  
(Employee)

\_\_\_\_\_  
(Date)

# ARTICLE 11

## WORK WEEK AND OVERTIME

- Section 1.** The Fire Department duty hours for shift employees shall be twenty-four (24) hours on, and forty-eight (48) hours off, unless otherwise assigned as permitted by this Agreement. Shifts will begin at 7:00 a.m. and end at 7:00 a.m. on the following day. Annual and holiday time shall be counted for the purpose of computing overtime pay. Sick leave which occurs within the same work period as mandatory overtime, created by callback, shall count towards the calculation of overtime. The work period for twenty-four (24) hour shift employees is fourteen (14) consecutive days. Employees will be compensated at the overtime rate of one and one-half time their regular rate of pay for each hour of time worked (as defined herein) in excess of one hundred six (106) hours in the work period. Shift employees may be assigned to a schedule other than the 24/48 schedule outlined above for light duty, to accommodate training and special assignments, and for other legitimate reasons.
- Section 2.** Employees covered by this Agreement shall be considered on duty when required by the City to respond to an emergency, performing firefighting functions and performing directed extra duty assignments during the employee's normal off duty time.
- Section 3.** Overtime shall be paid at the rate of one and one-half times the employee's straight time hourly rate of pay. Employees shall be compensated a minimum of two (2) hours overtime pay for each court appearance which occurs during regular scheduled off duty hours.
- Section 4.** Employees shall be required to work overtime when requested unless excused by the City. In the event any employee is required to work overtime, he/she will not be required to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked, nor shall it be the intent of the City to assign work hours to avoid the payment of overtime; however, nothing in this

section shall prohibit the City from scheduling the work week to make best use of available manpower to minimize overtime.

## **Section 5. Call Back Pay**

- A. Call back pay is provided to compensate employees ordered to return to work on an unexpected basis after completing a regularly assigned shift of work or a regularly assigned week of work.
- B. Call back work is work to be performed which is of an emergency or unexpected nature and should not be associated or confused with the monthly department shift/work schedule or anticipated additional work requirements.

Call back pay shall be granted as follows:

1. The minimum total hours paid, including regularly scheduled hours, per call back occurrence shall be two (2) hours. Call back time will include no more than one half ( $\frac{1}{2}$ ) hour travel time.
  2. An employee shall not receive call back pay for more than two (2) occurrences in a twenty-four (24) hour period. If the employee is called back to work more than two (2) times in a twenty-four (24) hour period, the employee shall be paid for the number of hours from the beginning of the first call back period to the end of the last call back period.
  3. Call back pay shall be at the overtime rate. The employee shall be responsible for correctly documenting call backs on the payroll time sheets.
- C. An employee who has not left the premises and is required to continue working after the completion of his/her shift shall be ineligible for call back pay.



## **Section 6. Shift Exchange**

Upon approval of the Fire Chief or designee, employees covered by this Agreement shall be permitted to exchange shift assignments on a day-to-day basis, as well as for an entire shift period. Approval for any shift exchange shall be in accordance with Departmental policy.

## **Section 7. Light Duty Policy**

Light duty is defined as those activities an employee can perform which do not require a type of physical activity that may aggravate an injury or illness. An employee must be released by the treating physician for light duty and must have approval of the Fire Chief and City Manager. The City may, at its option, seek a second opinion from a physician of its choice regarding an employee's ability to work light duty or in his/her regular job. The City is not obligated to provide light duty for off-the-job-related injuries and/or illness. Employees with on the job related injury, illness or other medical condition may be assigned to light duty based on the light needs duty of the due Fire to Department on the job related and the injuries or City. Any illness employee shall who be compensated is required to be at his/her normal salary. The City will make every reasonable effort to provide an employee with the light duty although it is not required to create work, or to relieve an existing employee from his or her duties to provide such work.

Compensation for non -job related injuries or illness will be at the discretion of the City Manager. It shall be the goal of the City to return the light duty employee to full time status as soon as possible, based on competent medical evaluation.

## **Section 8. Compensatory Time**

Employees who work beyond the allowable hours within a work period will be paid at the overtime rate. The City will not grant compensatory time in lieu of overtime, unless the employee requests it in writing and in advance to working the overtime hours and it is approved by the Fire Chief. The Fire Chief may approve the request consistent with work requirements provided the granting or use of this compensatory time will not result in additional overtime or otherwise unduly interfere with the efficient and cost-effective operation of the

Department. All compensatory time accrued will be exhausted prior to using any vacation days. The pay out of any accrued compensatory time will be in accordance with FLSA provisions.

**Section 9. Minimum Staffing of Suppression Vehicles**

The minimum staffing on fire suppression vehicles shall be the levels specified in NFPA 1710, as may be amended from time to time

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# ARTICLE 12

## PAY

### Section 1. Pay

- A. Effective October 1, 2024, employees will be paid pursuant to the Step Plan (**Appendix "A"**), which plan will be effective until September 30, 2027.
- B. Employees will advance to the next highest step in the Step Plan on their anniversary dates.
- C. Any change in the Step Plan which resulted from the negotiation of this Agreement will be reflected in **Appendix A**.

### Section 2. Progression/Reclassification within the Pay Plan

- A. Employees accepting a promotion in rank will be paid at their corresponding step in the Driver, Fire Inspector, or Lieutenant Pay Scale. Drivers, Fire Inspectors, and Lieutenants will be placed on probation status during the first six (6) months following promotion.
- B. The bi-weekly pay for members of the bargaining unit will be an equal amount for each pay period based on 106 hours at the regular hourly rate and 6 hours at a rate of 1.5 of the regular rate.
- C. The Fire Inspector position is a 40-hour work week, all hours worked in excess of forty (40) hours in a seven (7) day period shall be compensated at the rate of time and one half. Paid absences shall not be counted in the computation of overtime.

### Section 3. Staff Assignments

- A. Any employee who meets the required state certification guidelines and is assigned by the Fire Chief to perform Fire Inspections or Public Education

functions as a part of her or his normal duties shall receive an additional \$50 per pay period.

- B. Any employee assigned by the Fire Chief to serve as Fitness Trainer shall receive an additional \$25 per pay month.
- C. Any Lieutenant that is assigned by the Fire Chief to act as Operations Officer, Training Officer, and EMS Officer shall receive an additional \$70.00 per pay period.
- D. Any employee who is certified as a Fire Service Apparatus and Pump Operator in the State of Florida shall receive an additional 5% of their hourly rate being earned at the time for each hour acting as Driver/Engineer. This does not prevent other firefighters from driving and operating the engine/pumper, nor shall the lack of a certified driver cause shift overtime. (Move to Section 4 – B.)

Any meetings and/or other related activities as approved by the Fire Chief that must be done by employees assigned under this Section on hours other than the normally assigned shift will be compensated in accordance with Article 11, Section 3 of this Agreement.

#### **Section 4. Acting Assignments**

- A. Any Paramedic assigned as a Preceptor to a Student shall receive an additional 2.5% of their hourly rate being earned at the time for each hour functioning in that capacity.
- B. Move Section 3-D here.
- C. Any Firefighter assigned by the Fire Chief to work in the capacity of "Acting Lieutenant" shall receive an additional 7.5% of their hourly rate being earned at the time for each full hour which he or she serves in the acting capacity. Acting Officer pay does not apply to scheduled shift exchanges between Lieutenants and Acting Lieutenants.

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# ARTICLE 13

## HOLIDAYS AND LEAVE

### Section 1. Holidays

- A. The following are the recognized holidays for bargaining unit employees of the City.
- (1) New Year's Day
  - (2) Employee's Birthday
  - (3) Memorial Day
  - (4) Independence Day (July 4th)
  - (5) Labor Day
  - (6) Veteran's Day
  - (7) Thanksgiving Day
  - (8) Christmas Eve
  - (9) Christmas Day
  - (10) New Year's Eve
  - (11) Two (2) Floating Holidays
  - (12) Martin Luther King's Day
  - (13) Any Recognized City Holiday
- B. Firefighters will be paid at the rate of 12 hours per holiday on their next bi-weekly payroll which will be computed at the regular pay rate. Firefighters who are on-duty for that holiday will be paid 18 hours on their next-bi-weekly payroll which will be computed at the regular pay rate. Employees on a forty-hour work week covered by this agreement shall be paid the equivalent of a normally scheduled day's pay (at their regular straight-time rate) for the above designated holidays as observed by the city. Should any designated holiday fall on a Sunday, the following Monday shall be observed as the official holiday. Holidays falling on Saturdays shall be observed on the preceding Friday. If an employee uses sick leave on a holiday, the employee

will not be eligible to receive the holiday hours provided for herein. In the event the employee's sick leave use on a holiday is less than 24 hours, the employee will be eligible for a prorated amount of the holiday hours provided for herein.

- C. Individual firefighters may elect to take holiday hours in lieu of receiving holiday pay. No employee shall be allowed to accrue more than 144 hours of holiday time. Any holiday hours accrued in lieu of receiving holiday pay carry no cash value.
- D. Floating Holidays (one Floating Holiday equals 12 hours) must be taken in the calendar year earned, and are forfeited if unused during that year. No compensation shall be paid in lieu of taking floating holidays or at separation. Employees hired on or after July 1 of a given year shall receive only one (1) Floating Holiday in their initial year of hire and shall be able to use the time during probation. Floating Holidays may be used in the same manner as sick leave with one (1) hour notification and used in one (1) hour increments.

## **Section 2. Annual Leave**

- A. The Annual Leave accrual for Firefighters of the City of Madeira Beach is as follows:
  - 1. Employees with less than five (5) years of uninterrupted service shall receive twelve (12) hours of Annual Leave per month beginning with the month following the first month of employment. This provides one hundred forty-four (144) hours of annual leave credit per year or the equivalent of six (6) working days. For forty-hour employees with less than five (5) years of uninterrupted service shall receive six point six seven (6.67) hours of Annual Leave per month beginning with the month following the first month of employment. This provides eighty (80) hours of annual leave credit per year or the equivalent of ten (10) working days.

2. Employees with five (5) or more years of uninterrupted service but less than ten (10) or more years of uninterrupted service shall receive fourteen (14) hours of Annual Leave per month beginning with the month following the 5th year anniversary date. This provides one hundred sixty-eight (168) hours of Annual Leave credit per year or the equivalent of seven (7) working days. For forty-hour employees with five (5) or more years of uninterrupted service but less than ten (10) or more years of uninterrupted service shall receive ten (10) hours of Annual Leave per month beginning with the month following the 5th year anniversary date. This provides one hundred and twenty (120) hours of Annual Leave credit per year or the equivalent of seven (15) working days.
3. Employees with ten (10) or more years of uninterrupted service but less than fifteen (15) or more years of uninterrupted service shall receive sixteen (16) hours of Annual Leave per month beginning with the month following the 10th year anniversary date. This provides one hundred ninety-two (192) hours of Annual Leave credit per year or the equivalent of eight (8) working days. For forty-hour employees with ten (10) or more years of uninterrupted service but less than fifteen (15) or more years of uninterrupted service shall receive thirteen point three three (13.33) hours of Annual Leave per month beginning with the month following the 10th year anniversary date. This provides one hundred fifty-nine point ninety-six (159.96) hours of Annual Leave credit per year or the equivalent of twenty (20) working days.
4. Employees with fifteen (15) or more years of uninterrupted service but less than twenty (20) or more years of uninterrupted service shall receive eighteen (18) hours of Annual Leave per month beginning with the month following the 15th year anniversary date. This provides two hundred sixteen (216) hours of Annual Leave credit per year or the equivalent of nine (9) working days. Forty-hour employees will continue accruing the same time as in step 4.
5. Employees with twenty (20) or more years of uninterrupted service shall receive twenty (20) hours of Annual Leave per month beginning with the

month following the 20th Anniversary date. This provides two hundred forty (240) hours of Annual Leave credit per year or the equivalent of ten (10) working days. For forty-hour employees with twenty (20) or more years of uninterrupted service shall receive twenty (20) days plus one day per year of service over twenty (20) years with the maximum of twenty-five (25) days annual leave per year.

- B. Annual Leave may be accumulated from year to year up to a maximum accrual based on the schedule set forth below:

<b>Uninterrupted Service</b>	<b>Maximum Allowable Accrual</b>
Less than 5 years	288 Hours
5 years or more but less than 10 years	336 Hours
10 years or more but less than 15 years	384 Hours
15 Years or more but less than 20 years	432 Hours
20 years or more	480 Hours

- C. Persons who have been employed by the City for a period of 1 year or more shall receive payment of unused annual leave accumulated to the date of separation upon termination of City employment.
- D. Annual Leave shall not be granted in amounts less than one (1) hour increments for all 24-hour shift personnel. Employees may only take annual leave with a minimum of three (3) days advance notice and as long as no overtime is required to complete the shift. The Fire Chief, or his/her designee, has the discretion to allow an employee annual leave without the required advance notice.
- E. Employees who have annual leave accrual in excess of 92 hours may sell back 24 hours to the City once per year in November. Employees who have annual leave in excess of 200 hours may sell back 48 hours to the City once



per year in November. Election to sell hours must be made prior to September 30. If the employee's accrued leave balance falls below the minimum at the time of the check disbursement, the request shall be modified (48 hours down to 24 hours) or denied if the balance falls below 92 hours.

### **Section 3. Sick Leave**

A. Sick leave may be granted for the following reasons:

1. Personal illness;
2. Personal medical or dental appointments;
3. For light duty time off;
4. For personal illness or injury of immediate family residing in the same household.

B. Sick leave will be earned by Firefighters at the rate of fourteen (14) hours per month beginning with the month following the month of employment and continuing each month thereafter up to a maximum accrual of 720 hours. Sick leave will be credited twelve months per year. Absence from a day of duty due to illness will be charged on an hourly basis. Sick leave may be used to the extent that it has been accumulated but may not be advanced to employees who have no sick leave credit balance. This program provides 168 hours of sick leave credit per year. For forty hour employees sick leave will be earned by Firefighters at the rate of eight (8) hours per month.

C. An employee must notify the Fire Chief or designee of illness or any other reason for which sick leave may be granted, but leave must be requested from the Fire Chief or designee no later than thirty (30) minutes from the scheduled start of the employee's normal shift. An employee must notify the Chief or designee of illness or any other reason for which sick leave may be granted before departing at any other time of day. Failure to comply with the above-mentioned procedures may result in a loss of pay for sick leave.

- D. The Fire Chief may request a doctor's certificate of proof of illness after the second consecutive shift of illness or where otherwise necessary to verify the employee's condition and/or fitness for duty.
- E. Upon separation from City employment, employees will be paid 50% of accrued sick leave provided that separation is under "good terms." "Good Terms" is defined as providing two weeks written notice prior to resigning and not pursuant to any disciplinary action.

Employees who retire under the FRS program meeting the 25 years or age 55 requirement, disabled employees, and line of duty death employees will be paid 75% of their accrued sick leave.

- F. In the event an employee is laid off for lack of work and re-employed by the City within a two-year period, he/she shall be credited with the sick leave accumulated as of the day of such layoff minus any sick leave paid out at the time of separation.
- G. If a bargaining unit employee has exhausted all of his or her sick leave, other bargaining unit employees may upon request make donations of sick leave pursuant to City policy.

#### **Section 4. Leave with Pay**

- A. Leave with pay shall be authorized by the Fire Chief in order that employees may serve required jury duty, military training, or active military duty.
- B. An employee called for jury duty shall be paid, for the period during which such employee is called for jury duty, the difference between the employee's daily or hourly pay from the City and the amount of daily jury duty pay the employee received while on jury duty for all days or periods for which such employee was scheduled to work for the City. Such leave with pay shall commence on the first day such employee is called for jury duty.
- C. An employee called to military training or active military duty shall be paid the difference between the employee's daily or hourly pay from the City and

the amount of such employee's daily or hourly military pay while engaged in military training or active military duty for all days or periods for which such employee is scheduled to work for the City for a maximum of thirty (30) calendar days per year. For the purpose of this subsection, a calendar year will begin on the first day the employee is entitled to leave with pay under this subsection. Leave with pay under this subsection will commence on the first day of military training or active military duty.

- D. Employees will accrue Annual and Sick Leave while in a leave with pay status.
- E. There shall be no exceptions to the above without prior written approval of the City Manager.

#### **Section 5. Leave Without Pay**

- A. A leave of absence without pay may be granted by the City Manager to a regular full-time employee for any of the following reasons:
  - 1. Illness or disability.
  - 2. Maternity.
  - 3. To engage in a course of study.
  - 4. For other good reasons which are considered to be in the best interest of the employee and the City.
- B. In no instance shall a leave of absence exceed a period of one year, unless approved by the Board of Commissioners.
- C. Employees will not accrue Annual or Sick Leave while in a leave without pay status.

#### **Section 6. Disability Leave**

An employee who sustains a job-connected disability shall be entitled to the following benefits, but only after a thorough investigation by the Fire Chief.

- A. An employee shall be entitled to receive his/her salary less all worker's compensation benefits due him/her for a period not to exceed three (3) months beginning with the date of disability.
- B. If an employee is unable to return to work at the end of the period to which he/she is entitled, his/her case shall be reviewed by a committee comprised of the Fire Chief, the City Manager and the Human Resource Manager. After thirty (30) days, an employee is not entitled to earn sick leave or annual leave while he/she is receiving workers' compensation benefits.
- C. All members of the bargaining unit, shall receive the same benefit of the Long Term Disability Insurance, as all other full time city employees receive.

#### **Section 10. Bereavement Leave**

- A. Employees covered by this Agreement may be granted time off with pay at the straight time rate, not to exceed one (1) shift, to attend the funeral of an employee's immediate family member. Bereavement leave must be taken within the seven consecutive calendar days surrounding the date of the funeral.

If the funeral is to be held outside the state of Florida, the employee may be granted two (2) shifts under the same terms. Such leave shall be granted by the Fire Chief. Bereavement Leave shall be counted for the purposes of computing overtime.

- B. For the purpose of this Article, the employee's immediate family shall be defined as the employee's spouse, father, mother, son, daughter, brother, sister, aunts, uncles, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepchildren, nieces and nephews, domestic partners, first cousins, any person cohabitating in the same household.
- C. Bereavement leave shall not be charged to annual leave.

- D. Should an employee require additional time other than provided in Section 1 of this Article, he may request the additional time from the Fire Chief. Any additional time used shall be charged to annual leave or leave without pay.
- E. The employee shall, at the discretion of the Fire Chief, provide the department with proof of death in his immediate family as defined in Section 2 of this Article before compensation is approved.

### **Section 8. Military Leave**

Military leave shall be as provided by City policy.

The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty unless excused by law. Such order or statement must accompany the formal request for military leave.

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# ARTICLE 14

## ANNUAL PARKING PASS

Each employee shall receive at no charge a parking pass for the City of Madeira Beach which shall be valid for one calendar year upon ratification of this contract.

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# ARTICLE 15

## INSURANCE AND PENSION

### **Section 1. Life Insurance**

Accidental Death and Dismemberment Insurance will be provided as required by F.S. 112.191, or any successor thereto.

### **Section 2. Other Insurance**

The City provides life and accident insurance, health insurance, and dental insurance on all full-time employees. Accident and health insurance policies for the employee's dependents may be purchased by the employee. The City will contribute fifty percent (50%) of the health and dental premium associated with an employee's spouse, child, or family. Information on the insurance policies is available in the City's administrative office. An employee becomes eligible for insurance during the second full calendar month of employment.

### **Section 3. FRS Enrollment**

The City provides retirement benefits through the Florida Retirement System (FRS) for all full time firefighters at no cost to the employee. Contribution rates and available benefits are established by the Florida Retirement System.

### **Section 4. Supplemental Cancer Coverage**

The City will fund supplemental cancer coverage for each actively employed and future members of this collective bargaining unit for employee only coverage.

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# ARTICLE 16

## PHYSICAL FITNESS

### Section 1. Physical Fitness Goal

The goal of the physical fitness program is to improve the health and physical endurance of firefighters in all ranks. Reaching this goal will increase safety and reduce injury. All bargaining unit employees shall participate in a departmental physical fitness program developed by the Department Fitness Coordinator and approved by the Fire Chief. Participatory requirements will be in accordance with established departmental policies. In the event the Fire Chief decides to effectuate changes to the existing physical fitness program, the changes will first be reviewed with the Union and an opportunity for impact bargaining afforded to the Union upon request at least thirty (30) calendar days before implementation.

### Section 2. Physical Examinations

- A. Employees covered by this Labor Agreement will be allowed as a benefit to undergo an Annual Physical Examination by a licensed M.D., either as part of a department wide program of annual physicals as scheduled by the Fire Department or when the City has reason to question the physical or mental ability of an employee to perform his or her job duties. The City shall determine the extent of the examination, the physician, and bear the cost.
- B. The physical findings will become a matter of the employee's official physical records. The physical findings will remain as sealed documents and retained on the Human Resource Office. The City will maintain those records in a confidential fashion as required by law.
- C. All follow-up medical work will occur through the employees' health plan or at the employees' expense.



### **Section 3. Minimum Fitness Standards**

All staff must be able to maintain the following performance standards:

#### **Job Performance Requirements**

The JPR below is the basic entry level tasks that a firefighter is expected to be able to accomplish agreed to by Local 4966 and the City of Madeira Beach. NFPA will be used as a guideline to determine pertinent, job-related skills. These are the minimum job performance requirements (JPR).

#### **Station 1: Donning of Bunker Gear**

Firefighter shall don all protective gear and SCBA. Firefighter shall not be on air at this point. Mask is not required to be worn during this evolution.

#### **Station 2: Ladder Raise**

The firefighter will remove a 24' extension ladder from the designated area. The firefighter will walk the ladder in a shoulder carry to the designated area.

The firefighter will then raise and fully extend the ladder in a safe and controlled manner. Safe climbing angle must be confirmed as well as tying of the halyard and dogs are locked.

Firefighter will then ascend the ladder and touch the top rung and descend the ladder once completed.

\*Safety personnel will heel the ladder when the firefighter is ascending and descending the ladder.

#### **Station 3: Stair Climb**

Near the base of the stairs at the designated area, the firefighter will pick up the high-rise bag, containing its normal contents, and a section of 50' of 1 3/4" hose, pre-folded for a shoulder carry.

The firefighter will then walk an equivalent of four (4) stories. When all laps are completed the hose and high-rise bag will be placed back at the bottom of the steps. The firefighter will then proceed to the next station.

#### **Station 4: Forceable Entry**

The firefighter will pick up the sledgehammer and strike the forcible entry prop 15 times.

All strikes must be made in a convincing manner.

### **Station 5: Attack Line**

At this point the firefighter will don their mask and go on air.

At the attack line station there will be a charged 50' section of 1 3/4" hose with a nozzle flaked and ready for advancement.

The firefighter will then advance the charged line forward, maintaining a low profile.

No walking will be permitted during the advancement of the hose. The firefighter will then advance the hose 25'.

Once the nozzle reaches the 25' mark this will complete this station.

This will complete the JPR testing. Candidates can now doff their SCBA masks and bunker gear.

If the firefighter was able to complete all five (5) stations in 11:00 minutes or less they have successfully completed the job simulation assessment.

Failure of the member to demonstrate the ability to perform the standards during the initial test will not result in the member's being pulled from duty. However, once the inability to perform is noted, the member must be re-tested within sixty (60) days and must, at that time, be able to demonstrate full ability to perform the standards.

Failure of the member on the first re-test to demonstrate the ability to perform the standards will require a second re-test which must be conducted within thirty (30) days. At that time, the member must be able to demonstrate full ability to perform the standards.

Failure of the member on the second re-test to demonstrate the ability to perform the standards will require a third re-test which must be conducted within fifteen (15) days. At that time, the member must be able to demonstrate full ability to perform the standards.

Effective October 1<sup>st</sup> 2022, if the member fails on the third re-test to demonstrate the ability to perform the standards, then the member will be deemed to be not qualified to continue in her or his position with the department.

# ARTICLE 17

## SUBSTANCE ABUSE AND TESTING

It is acknowledged that the parties intend for the City's Drug Free Workplace Program to be maintained and updated as necessary to be in accordance with the guidelines set forth by Florida Statutes. The City agrees to provide the Union with advance notice (at least thirty (30) calendar days before implementation) of any update to the City's Drug Free Workplace program. Upon prompt request of the Union within ten (10) calendar days of receiving notice, the City also agrees to meet with the Union during the advance notice period in order to discuss any questions or concerns of the Union regarding the update.

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# ARTICLE 18

## UNIFORMS AND PERSONAL PROPERTY

### Section 1. Uniforms

The City will be responsible for selecting and providing all uniforms and equipment necessary for the performance of the required duties. At a minimum, bargaining unit employees at the time of hire shall be provided with the following: \* will be replaced as needed due to wear and tear.

- One NFPA approved set of bunker gear
- 1 SCBA mask
- 4 each of duty pants, duty golf shirts, and duty t-shirts\*
- 2 sets of work-out shorts\*
- 1 pair of work shoes
- 1 pair of athletic shoes
- long sleeve dress shirt 1 short sleeve dress shirt, pair of dress pants, and tie 1 badge and name plate
- 2 jumpsuits\*
- 1 light windbreaker
- 1 heavy winter jacket
- 1 pair of safety glasses (prescription if necessary)
- 1 hearing protector
- 1 set of twin size sheets
- 1 fanny pack
- 1 baseball style cap

The City reserves the right to issue such other uniform items and equipment as it deems appropriate in its sole discretion. Uniforms and shoes issued by the City are for on duty use only and will be replaced by the City where necessary due to normal wear and tear. Replacement due to an employee's own carelessness or negligence shall be at the employee's expense. The above items at all times remain the property of the City, and

employees shall return to the City all of the above items at the time of separation.

**Section 2.** An employee shall be reimbursed for loss or damage to personal property necessary in the performance of his/her duty subject to the following restrictions:

The maximum reimbursement for items of personal necessity, such as prescription eyeglasses, shall be the full replacement cost up to a maximum of \$200 (two hundred dollars) per occurrence.

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# ARTICLE 19

## PERSONNEL RECORDS

- Section 1.** There shall be only one official record for each member and it will be maintained in the personnel office.
- Section 2.** When any formal disciplinary action is taken, the summary of the investigation or events upon which the discipline is based shall be included in the record.
- Section 3.** All personnel records shall be held in accordance with State Law.
- Section 4.** All members shall have the right to inspect and make copies of their personnel records. No records will be hidden from a member's inspection.
- Section 5.** Letters of complaint from citizens will not be inserted in a member's personnel record unless sustained.
- Section 6.** A member shall have the right to include in the member's official personnel record a written and signed refutation (including signed witness statements) of any material the member considers to be detrimental.
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# ARTICLE 20

## SENIORITY AND REDUCTION IN FORCE

**Section 1.** City seniority is understood to mean a member's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more, which shall cause this date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the City seniority date to be adjusted.

**Section 2.** City seniority/anniversary date shall be used for purposes of computing vacations, pensions, service awards and other benefits based on length of service.

**Section 3.** Members shall lose their seniority as a result of the following:

- A. Voluntary termination
- B. Retirement
- C. Termination for legitimate reasons
- D. Absence without authorized leave for one (1) shift
- E. Failure to report to the Fire Chief or his designee intention of returning to work within five (5) days of return receipt verification of certified mail.
- F. Failure to return from military leave within the time limits prescribed by law.

**Section 4.** Layoff -When it becomes necessary to reduce a class of members in the department because of lack of funds, shortage of work, the abolition of a position because of changes in organization or other causes, members in that class shall be laid off on the basis of the following:

Members will be laid off in the inverse order of their length of time in City seniority except when the Fire Chief believes that a certain employee is essential to the efficient operation of the department because of special

skills or abilities, and wishes to retain this individual in preference to a person with greater length of service in seniority. The Fire Chief must submit a written request to the City Manager for permission to do so. This request must set forth in detail the specific skills and abilities possessed by the individual and the reasons why such an individual is essential to the effective operation of the department. If the City Manager approves the request, the individual may be retained.

- Section 5.** Lieutenants accepting a reduction in rank to firefighter shall retain full departmental seniority.
- Section 6.** Lieutenants accepting a reduction in rank will be paid at the corresponding step in the Firefighter scale and have their pay reduced by the percentage difference between the Lieutenant's pay grade and the pay grade of the accepted new position.
- Section 7.** Recall - Members in layoff status will retain recall rights and shall have preference to work over applicants on eligibility lists as long as they are qualified to perform the work available at time of recall. Recall will be made by certified mail to the last address in the member's records. Within fifteen (15) workdays of the certified receipt date, laid-off members must signify their intention of returning to work to the Human Resource Office.
- Section 8.** Recall will be offered to laid-off members provided they are qualified to perform the duties of the job. A laid-off member, when offered recall, who is temporarily unable to accept due to medical reasons may request an extension of time in which to accept or decline recall not to exceed thirty (30) days.
- Section 9.** Lieutenants reduced in rank under the provisions of this Article shall retain recall rights to their former position over any eligibility list. When members are recalled from layoff, the members with the greatest classification seniority shall be recalled in order of seniority or in inverse order of layoff, when time in classification was equal. When recalled, a member's classification seniority date shall remain the same.



**Section 10.** The City shall prepare a seniority list and furnish same to the Union representative. Such list shall be considered correct unless objection is raised within ten (10) days of posting.

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# ARTICLE 21

## SAFETY OF VEHICLES AND EQUIPMENT

- Section 1.** The purpose of this Article is to eliminate from use any vehicle or equipment that is dangerous to the operator or the public.
- Section 2.** No member shall be required to operate any vehicle or equipment that is determined to be in an unsafe operating condition. The Fire Chief/ranking shift officer will be responsible for the safe operation of all vehicles under their authority and will make the final determination of whether the vehicle is safe or not.
- Section 3.** Employees may receive safety instructions.
- Section 4.** At the request of the Union, the Fire Chief shall make himself reasonably available to discuss safety issues and consider suggestions from the Union in that regard.
- Section 5.** No employee shall be asked or required to perform construction.
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# ARTICLE 22

## INDEMNIFICATION

**Section 1.** Legal defense of members and/or the payment of judgments shall be available as provided under Chapter 111, Florida Statutes and subject to provisions of Florida Statutes Chapter 768.

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# ARTICLE 23

## BULLETIN BOARDS

**Section 1.** The Union shall be entitled to reasonable use of one bulletin board in a work location established by the Fire Chief.

**Section 2.** The bulletin board shall be used for posting Union notices as follows:

A. Notices of Union social or recreational affairs.

B. Notices of Union elections and results of such elections.

C. Notices of Union appointments and other official Union business.

**Section 3.** All notices shall be signed by a duly recognized officer of the Union.

**Section 4.** Any Union material not meeting the criteria of Section 2 and 3 of this Article may be removed by any member of management.

**Section 5.** All costs incidental to preparing and posting Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on the designated bulletin board and for maintaining such bulletin board in an orderly condition.

**Section 6.** All costs related to acquiring and installing the bulletin board will be borne by the Union. The size of the bulletin board shall not exceed 24" x 36".

**Section 7.** Duplicate copies of all notices posted shall be submitted to the Fire Chief prior to posting.

**Section 8.** If the Fire Chief feels that the material to be posted is inappropriate he will notify the Union and the notice will not be posted. However, if the Union feels that permission to post any Union notice has been unfairly withheld, it may resort to the grievance procedure up to and including the City Manager.

**Section 9.** No material will be posted on the Union bulletin board which is defamatory or obscene.

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# ARTICLE 24

## CHECKOFF/DUES DEDUCTION

**Section 1.** Employees covered by this agreement may authorize, on the prescribed form, the deduction of Union dues by execution of the Notice forms in Section 2.

**Section 2.** For the purpose of putting this Article into effect, the Treasurer of the Union will furnish forms to employees that desire to authorize payroll deduction of Union dues.

The form shall be as follows:

<b>NOTICE TO CITY OF MADEIRA BEACH AUTHORIZATION FOR DEDUCTION OF UNION DUES</b>	
I hereby authorize the City of Madeira Beach to deduct from my paycheck each pay period m union dues as certified to the employer by the Pinellas County Professional Firefighter Association, IAFF, Local 4966 in the amount specified by the Local. I understand that this authorization is voluntary and I may revoke it at any time by giving the City of Madeira Beach notice in writing.	
Signed: _____	Date: _____
Job Title: _____	Social Security Number: _____
Date Submitted: _____	

**Section 3.** Payroll dues assessment authorizations are revocable at the employee's request upon thirty (30) days written notice to the employer and the Union.

**Section 4.** The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any requests of this nature.

- Section 5.** The Union agrees to pay the employer an annual fee of \$30.00 for the service of dues deductions.
- Section 6.** The City will transmit the dues deducted in any month to the Union within ten (10) calendar days of the following month except in the case of reasonable delays.
- Section 7.** In any pay period in which there is insufficient pay to cover all other duly authorized deductions, Union dues will not be deducted from an employee's pay.
- Section 8.** The Union will initially notify the City as to the amount of dues. Such notification will be certified to the City in writing over the signature of an authorized officer of the Union. Changes in Union membership dues will be similarly certified to the City and shall be done at least thirty (30) days in advance of the effective date of such change.
- Section 9.** The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by payroll deduction of dues assessments. The Union agrees that in case of error, proper adjustment, if any, will be made by the Union with the affected employees.
- Section 10.** In the event the Union fails to deposit the City's check for union dues in a timely manner and it becomes necessary to stop payment and reissue the missing check, the Union will be charged all applicable third-party fees plus a Twenty Five Dollar (\$25) handling fee by the City.
- Section 11.** The Union shall notify the City within seven (7) days of any change in address.
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## **ARTICLE 25**

### **UNION BUSINESS**

The Union Representative or his designee will be granted time off for attendance at conferences, conventions or seminars held outside the City of Madeira Beach from a Union business pool time account. All time off for the above Union business will be scheduled in advance and subject to operational requirements. On the first paycheck in March and September each bargaining unit employee who has completed six month probation shall place three (3) hours of leave time - annual or holiday- to the Union pool time account when union pool reaches 112 hour or below.

The proper form shall be filled out and signed each city fiscal year and is to be handled by the union.

Employees covered under this Agreement will be allowed to wear their union pin on their uniform.

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# ARTICLE 26

## EDUCATIONAL REIMBURSEMENT

Bargaining unit employees shall be entitled to tuition reimbursement under the same terms and conditions as established for City employees generally under the City's Employee Manual with the approval of the Fire Chief.

### **Education Leave**

Each permanent employee will be eligible for education leave upon having full staffing. All classes will be approved by the Chief or his designee before receiving time off. At any time during the term of this contract, the city wishes to increase this benefit, all members will be covered under this agreement. Education leave must be approved by the Fire Chief subject to budget availability.

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## ARTICLE 27

### PRINTING OF AGREEMENT

The City agrees to make a written copy of the final Agreement available at the Fire Station. The City also agrees to provide the Union with a final written copy and an electronic copy of the Agreement within twenty-one (21) calendar days of final ratification and signature of all parties. Each party shall bear their own costs of printing and distributing the Agreement.

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## ARTICLE 28

# PREVAILING RIGHTS

All wages, hours, and terms and conditions of employment enjoyed by bargaining unit employees as of the date of ratification of this Agreement and which are not included in the Agreement shall not be changed arbitrarily and capriciously.

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## ARTICLE 29

# MAINTENANCE OF CONDITIONS

The City recognizes that certain conditions of general application to all City employees exist which are not covered by this Agreement. Consequently, the City agrees that it will maintain those conditions for the employees in the bargaining unit to the extent it maintains them for all other City employees; provided, however, nothing here shall in any way inhibit the City's rights to change, modify or eliminate said conditions, where said action is deemed appropriate for efficient operation of City government.

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# ARTICLE 30

## DURATION

**Section 1.** This Agreement shall be effective on October 1, 2021 and shall remain in full force and effect until September 30, 2024.

**Section 2.** Should either party desire to terminate, change or modify this Agreement or any portion thereof, it shall notify the other party in writing one hundred eighty (180) days prior to the expiration except if mutually agreed to otherwise.

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# ARTICLE 31

## SAVINGS CLAUSE

If any article or section of this Agreement should be found invalid unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

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## **ARTICLE 32**

# **DEFERRED COMPENSATION PROGRAM**

Employees of Local 4966 shall be afforded the option of entering into a retirement program governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program. It is however understood that the Employer will make available the IAFF Financial Corporation 457 Plan as either the sole option, or one of the options that the bargaining unit members may participate in. Bargaining unit members will be entitled to transfer 457 plan assets to the plan of choice without penalty.

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## **ARTICLE 33**

# **NO TOBACCO USE AS A CONDITION OF EMPLOYMENT FOR NEW HIRES**

The Surgeon General of the United States has determined that tobacco, particularly cigarettes, contributes to the development of a number of heart and lung diseases.

The State of Florida enacted a presumption law which treats certain conditions, such as heart disease, hardening of the arteries, and hypertension as work-related.

Due to documented effects of smoking and the special hazards and exposures associated with the occupation of firefighting, the City and Union agree to the following:

1. As of October 1, 2001, the City of Madeira Beach will hire as firefighters only individuals who do not smoke or chew tobacco.
2. Smoking and chewing will not be permitted on or off-duty for all uniformed employees hired on or after October 1, 2001.
3. A uniformed employee hired on or after October 1, 2001, who smokes or drinks on or off-duty will be subject to discipline, up to and including discharge.
4. Although employees have the right to grieve disciplinary actions after their initial probationary periods have been completed, the Union agrees that the policy itself will not be grieved.
5. All uniformed employees of the Fire Department represented by their bargaining unit who were hired before October 1, 2001, will not be affected by the no-tobacco condition of employment.

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## ARTICLE 34

### FITNESS FOR DUTY

The physical fitness of Life Safety employees is vital to the level of service provided to the public in time of need. The City of Madeira Beach provides annual wellness physicals for all firefighters in addition to a fitness program specifically developed for firefighters. In the event a firefighter's fitness for duty is questioned, the following procedures will be implemented.

**A. The employee has been seen by their medical provider:**

1. If the employee is injured while not working for the City of Madeira Beach, the employee shall notify the Fire Chief, or her/his designee, as soon as possible. The employee shall state that he or she was injured and that he or she has been seen by a physician.
2. The employee shall not be eligible to return to duty unless he/she provides a physician's statement that reads the employee may return to work as a firefighter with no restrictions. The City reserves the right to require a second opinion and shall determine the extent of the examination, the physician, and the cost for the second opinion. If the opinions differ, the employee and the City shall select a third physician whose opinion shall be binding.
3. If, in the opinion of the Chief or his/her designee, an employee is not able to perform the essential functions of his or her position, the City has the right to send the employee to the City's physician at the City's cost. If the resulting evaluation provides that the employee cannot perform his or her duties as a firefighter without restrictions, the employee shall be put on sick leave until he or she provides the City a letter from a physician stating the employee is released to work without restrictions.

**B. The employee has not been seen by any medical provider:**

1. The Chief or his/her designee may send the employee to the City's physician, or local emergency room, if appropriate.
2. The time spent in receiving medical evaluation is charged to Administrative Leave.

3. If the medical provider states the employee is not able to perform the essential functions of their position, the time from work following the appointment, will be charged to their accumulated sick leave. If there is not sufficient sick leave available, the employee may use accumulated annual leave, holiday and compensatory time, if any.
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# ARTICLE 35

## PROMOTION POLICY

### Lieutenant

**Section 1.** To be considered for promotion to Lieutenant, the member must meet the following criteria:

- Minimum of three (3) years fire service experience
- Minimum of one (1) year service with the City of Madeira Beach Fire Department
- Possess a Florida State Fire Officer 1 (FO1) certificate at the time of the exam.

**Section 2.** Testing parameters shall include, but are not limited to:

- Written exam
- Tactical scenario
- Employee conflict resolution
- Public Presentation

**Section 3.** Additional points shall be awarded as follows:

Seniority - ½ point per year to a maximum of 5 %.

Education - ½ point per FSFC Fire Certification to a maximum of 5%.

**Section 4.** If less than two members are eligible, the one year of service with the City of Madeira Beach may be waived and applicants may be solicited from outside the Department.

**Section 5.** Promotion testing shall be conducted as soon as practicable in each instance where a promotion position becomes open. The promotion shall not be made until the results of the testing are finalized and published by the Fire Chief.

**Section 6.** For every available position, the Fire Chief will have the choice of the top two candidates.

**Section 7.** All promotions are subject to six (6) months' probation.

## Driver/Engineer

**Section 1.** To be considered for promotion to Driver Engineer, the member must meet the following criteria:

- Minimum of three (2) years fire service experience
- Minimum of one (1) year service with the City of Madeira Beach Fire Department
- Possess a Florida State Pump Operator certificate at the time of the exam.

**Section 2.** Testing parameters shall include, but are not limited to:

- Written exam
- Practical scenario

**Section 3.** Additional points shall be awarded as follows:

Seniority -  $\frac{1}{2}$  point per year to a maximum of 5 %

Education -  $\frac{1}{2}$  point per FSFC Fire Certification to a maximum of 5%

**Section 4.** If less than two members are eligible, the one year of service with the City of Madeira Beach may be waived and applicants may be solicited from outside the Department.

**Section 5.** Promotion testing shall be conducted as soon as practicable in each instance where a promotion position becomes open. The promotion shall not be made until the results of the testing are finalized and published by the Fire Chief.

**Section 6.** For every available position, the Fire Chief will have the choice of the top two candidates.

**Section 7.** All promotions are subject to six (6) month probation.

# ARTICLE 36

## CONDITIONS OF EMPLOYMENT FOR NEW HIRES

I, \_\_\_\_\_ in accepting a position as a Probationary Employee, understand fully that I will be tested monthly on training modules and undergo a final exam at the end of my probationary period. The monthly exams will be in accordance with Department Standards, and I will be expected to pass all exams including the final exam with a minimum score of 80. The final exam will consist of both written and practical exercises. During my probation period, my general performance, appearance, attitude, initiative and dependability will be evaluated.

In order to maintain a permanent position with the City of Madeira Beach Fire Department, I will be required to maintain all Firefighter/EMS and related certifications I now possess or acquire during the course of my employment. As a condition of employment, I am to maintain such certifications as I have at the time of employment. Additionally, I must maintain any certifications I obtain during the course of my employment. Failure to maintain certifications may result in termination.

I am fully aware of what is expected of me during my probation period or course of employment.

\_\_\_\_\_  
Signature of Probationary Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief

ACCEPTED \_\_\_\_\_ REFUSED \_\_\_\_\_

DATE \_\_\_\_\_

**FIRE RESCUE DEPARTMENT  
REGARDING CONDITIONS OF EMPLOYMENT**

NAME \_\_\_\_\_ DATE \_\_\_\_\_

CONDUCTED BY Chief \_\_\_\_\_

1. Management

Are you aware that the Fire Department is a semi-military organization and that you will be managed by an individual giving you orders?

YES \_\_\_\_\_ NO \_\_\_\_\_

Do you have any reservations about taking such direction or orders while working in this type of emergency environment?

YES \_\_\_\_\_ NO \_\_\_\_\_

2. Work Schedule

Are you aware that firefighter/firemedic personnel work a 24 hour shift while on duty, with 48 hours off after a duty shift?

YES \_\_\_\_\_ NO \_\_\_\_\_

Are you able to work the 24/48-hour schedule?

YES \_\_\_\_\_ NO \_\_\_\_\_

3. Appearance

Are you aware the Department has a uniform code and policy for personal appearance and hygiene for all personnel?

YES \_\_\_\_\_ NO \_\_\_\_\_

Do you have any problems with conforming to Department code and policy?

YES \_\_\_\_\_ NO \_\_\_\_\_

4. Tardiness

Are you aware that our work shifts commence at 7:00 a.m. and that it is necessary that you be at your duty station and ready to begin work at that prescribed time?

YES \_\_\_\_\_ NO \_\_\_\_\_

Tardiness is not acceptable; therefore, strict discipline will be applied according to the regulations of the Department. Do you understand that tardiness will result in dismissal?

YES \_\_\_\_\_ NO \_\_\_\_\_

5. Tobacco Products

Are you aware of and able to comply with, Section 633.34(6), Florida Statutes which requires you to be a nonuser of tobacco or tobacco products for at least one (1) year immediately preceding application?

YES \_\_\_\_\_ NO \_\_\_\_\_

Do you additionally understand that the use of tobacco, on or off duty, is prohibited throughout the term of your employment?

YES \_\_\_\_\_ NO \_\_\_\_\_

Are you aware that if you use any tobacco products, on or off duty, you will sever your employment with the Department?

YES \_\_\_\_\_ NO \_\_\_\_\_

6. Physical Fitness

Are you aware the Department has a physical fitness program and evaluations designed to protect the health of every employee, and that it will continue throughout your term of employment?

YES \_\_\_\_\_ NO \_\_\_\_\_

Are you aware that by not complying with the physical fitness requirements, as stated in SOP 100-90 you will sever your employment with the Department?

YES \_\_\_\_\_ NO \_\_\_\_\_

### 7. Alcohol

Are you aware that you are not permitted to consume alcohol while on duty or within four (4) hours prior to reporting for duty?

YES \_\_\_\_\_ NO \_\_\_\_\_

Are you aware that if you consume alcohol as stated above you will be subject to termination?

YES \_\_\_\_\_ NO \_\_\_\_\_

### 8. Personal Conduct

Are you aware that while off duty you are considered a representative of the City of Madeira Beach and City's Fire Department, and you are to maintain proper conduct which does not adversely affect the City of Madeira Beach and/or Madeira Beach Fire Department?

YES \_\_\_\_\_ NO \_\_\_\_\_

Do you agree to maintain a personal code of conduct as outlined in SOP 100-01 that does not reflect unfavorably on the City of Madeira Beach or its Departments, and if you fail to do so, may be cause for termination?

YES \_\_\_\_\_ NO \_\_\_\_\_

### 9. Holiday Schedules

Are you aware that your work schedule will require you to work on holidays?

YES \_\_\_\_\_ NO \_\_\_\_\_

Are there any religious holidays that would prevent you from meeting your work obligation?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered "yes" above, please list the religious holidays that would prevent you from meeting your work obligation: \_\_\_\_\_



### 10. Driver's License

Are you aware that you must possess a valid Florida Class E driver's license and maintain it during your probationary period, as well as, during your term of employment?

YES \_\_\_\_\_ NO \_\_\_\_\_

Do you understand that the loss of this license can be cause for termination?

YES \_\_\_\_\_ NO \_\_\_\_\_

### 11. Training

Are you aware that your position requires a great deal of training and studying to maintain your position?

YES \_\_\_\_\_ NO \_\_\_\_\_

Are you aware that the City of Madeira Beach Fire Department provides funding for pre- approved classes and at times you will be expected to attend seminars that are related to your duties?

YES \_\_\_\_\_ NO \_\_\_\_\_

You will be expected of your own volition to meet continuing education recertification requirements and improve your skills within your working profession via classes, seminars, etc. There will be a Training Record set up on you and any certificates should be submitted to us for documentation. Do you accept this requirement?

YES \_\_\_\_\_ NO \_\_\_\_\_

### 12. Illegal Substances

Are you aware that you are not permitted to use or consume any substance, which may affect your ability to perform your job functions, operate a motor vehicle, or interact with the public?

YES \_\_\_\_\_ NO \_\_\_\_\_

Are you aware that if you do use or consume any amount of any illegal substance you will be subject to termination?

YES \_\_\_\_\_ NO \_\_\_\_\_

Are you aware that if you are involved with anyone who uses or consumes any illegal substance that you may be subject to termination?

YES \_\_\_\_\_ NO \_\_\_\_\_

13. Reimbursement Obligation

If the employee voluntarily terminates the application process, declines employment, fails to successfully complete the probation period or separates from employment within three (3) years of the employee's date of hire, the employee will be responsible for reimbursing the City for all costs incurred in processing the application for employment to include, but not necessarily limited to the following estimated charges.

- A. Physical Examination \$850.00
- B. Firefighter Bunker Jacket & Pants \$2500.00
- C. Firefighter Boots \$300.00
- D. Uniforms \$950.00
- E. FDLE Background Investigation \$24.00
- F. Motor Vehicle Report (up to) \$18.35
- G. Employment Verification Services \$15.00 to \$25.00 per employer

Further, the employee hereby authorizes the City to deduct any and all such costs from any pay due employee for service rendered. Any remaining reimbursement obligation balance shall be paid by the separated employee to the City within sixty (60) days of the official separation date.

If court action is required after sixty (60) days of separation to collect any reimbursement obligation balance remaining after deduction from final pay, the separated employee also agrees to reimburse the city for any court and legal fees required to collect any remaining balance.

EMPLOYEE'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

FIRE CHIEF'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

State of Florida

County of Pinellas

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

By \_\_\_\_\_

Personally known \_\_\_\_\_ or Produced Identification

Type of Identification Produced \_\_\_\_\_

My Commission expires \_\_\_\_\_ (Seal)

Notary Signature: \_\_\_\_\_

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

# ARTICLE 37

## MISCELLANEOUS

### Section 1. Heat stress activity schedule

- A. The heat stress index to be used will be the chart from the National Fire Academy, with daily temperature readings to be taken from the weather channel.
- B. As outlined in the above-mentioned chart, when the humidity reaches 90-105, which falls into the extreme caution category. When outdoor activities are conducted it will be under controlled conditions with breaks provided every 30 minutes in shaded areas with fluids available for all personnel.
- C. When the humidity reaches the danger category (105-130), outdoor training should be limited. When outdoor activities are conducted it will be under controlled conditions with breaks provided every 30 minutes in areas with fluids available for all personnel.
- D. When the humidity reaches the Extreme Danger category (Above 130) all outdoor training will be halted.

**Heat Stress Index**

		<b>Relative Humidity</b>									
		10%	20%	30%	40%	50%	60%	70%	80%	90%	
<b>Temperature Degrees Farenheit</b>	104	98	104	110	120	132					
	102	97	101	108	117	125					
	100	95	99	105	110	120	132				
	98	93	97	101	106	110	125				
	96	91	95	98	104	108	120	128			
	94	89	93	95	100	105	111	122			
	92	87	90	92	96	100	106	115	122		
	90	85	88	90	92	96	100	106	114	122	
	88	82	86	87	89	93	95	100	106	115	
	86	80	84	85	87	90	92	96	100	109	
	84	78	81	83	85	86	89	91	95	99	
	82	77	79	80	81	84	86	89	91	95	
	80	75	77	78	79	81	83	85	86	89	
	78	72	75	77	78	79	80	81	83	85	
	76	70	72	75	76	77	77	77	78	79	
	74	68	70	73	74	75	75	75	76	77	

Note: Add 10 Degrees F when protective clothing is worn & 10 Deg. when in direct sunlight

Humiture Degrees Fahrenheit	Danger Category	Injury Threat
Below 60 Degrees	None	Little or no danger under normal Circumstances
80 - 90 Degrees	Caution	Fatigue possible if exposure is prolonged and there is physical activity
90 - 105 Degrees	Extreme Caution	Heat cramps and heat exhaustion possible if exposure is prolonged and there is physical activity
105 - 130 Degrees	Danger	Heat cramps or exhaustion likely, heat stroke possible if exposure is prolonged and there is physical activity

**Section 2.** Each member shall be entitled to register her or his children in the City-run summer camp program, to the extent such a program is offered to the public, and to the extent the program has slots available. Members may register their children at no cost to the member, but must still complete the program's registration and release forms, and their children must adhere to all rules of conduct and participation established for program participants.

---

**Intentionally left blank.**

Now therefore the Parties have caused this Agreement to be executed by their duly authorized representatives on this \_\_\_\_\_ day of October, 20\_\_.

\_\_\_\_\_  
City of Madeira Beach

\_\_\_\_\_  
Pinellas County Professional  
Firefighters Association,  
Local 4966



# Memorandum

**Meeting Details:** May 29, 2024

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** Gulf Blvd Undergrounding City Easement Approval

## **Background**

Staff is requesting the Board of Commissioners approval for three (3) easements for the final phase of the Gulf Blvd Utility Underground project. The easements are needed for Duke Energy equipment to be placed on the easement rather than the FDOT Right of way. The underground project design has been completed and submitted to FDOT for the permit to bore along Gulf Blvd. Duke Energy does not allow equipment to be placed in FDOT the right of way along Gulf Blvd due to conflicts with other utilities and if the need is to ever widen Gulf Blvd. The Parcels staff is requested easement to be signed are 09-31-15-34308-001-0160 located at the beach access just south of Shoreline Island Resort, 15-31-15-58320-005-0050 located at the 132<sup>nd</sup> Beach Access on the East side of Gulf Lane, and 15-31-15-58320-011-0010 located at the 133<sup>rd</sup> Parking lot on the East Side of Gulf Blvd. City Attorney Tom Trask has reviewed each document and given approval to proceed.

## **Fiscal Impact**

No fiscal impact to the city.

## **Recommendation(s)**

Staff recommends the Board of Commissioners approval of the easements for Parcel numbers 09-31-15-34308-001-0160, 15-31-15-58320-005-0050, and 15-31-15-58320-011-0010 all located on City of Madeira Beach Properties for Gulf Blvd Undergrounding project.

## **Attachments**



= Easement and title search Documents

[Interactive Map of this parcel](#)

[Sales Query](#)

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[Contact](#)

### 15-31-15-58320-005-0050

[Compact Property Record Card](#)

[Tax Estimator](#)

**Updated September 23, 2022**

[Email](#) [Print](#)

[Radius Search](#)

[FEMA/WLM](#)

<b>Ownership/Mailing Address</b> <a href="#">Change Mailing Address</a>	<b>Site Address</b>
MADEIRA BEACH, CITY OF 300 MUNICIPAL DR MADEIRA BEACH FL 33708-1916	GULF BLVD MADEIRA BEACH



**Property Use:** 1090 (Vacant Commercial Land w/XFSB)      **Current Tax District:** MADEIRA BEACH ([MB](#))      **Total Heated SF:**      **Total Gross SF:**

[\[click here to hide\]](#) **Legal Description**

MITCHELL'S BEACH REVISED BLK 5, LOTS 5 AND 6 LESS RD R/W

<a href="#">File for Homestead Exemption</a>			<b>2022 Parcel Use</b>	
<b>Exemption</b>	<b>2022</b>	<b>2023</b>		
Homestead:	No	No	Homestead Use Percentage: 0.00%	
Government:	Yes	Yes	Non-Homestead Use Percentage: 100.00%	
Institutional:	No	No	Classified Agricultural: No	
Historic:	No	No		

**Parcel Information** [Latest Notice of Proposed Property Taxes \(TRIM Notice\)](#)

Most Recent Recording	<a href="#">Sales Comparison</a>	<a href="#">Census Tract</a>	<b>Evacuation Zone</b> <small>(NOT the same as a FEMA Flood Zone)</small>	<b>Flood Zone</b> <small>(NOT the same as your evacuation zone)</small>	Plat Book/Page
04420/0214		121030278021	A	<a href="#">Current FEMA Maps</a>	<a href="#">3/54</a>

**2022 Preliminary Value Information**

Year	<a href="#">Just/Market Value</a>	<a href="#">Assessed Value / Non-HX Cap</a>	<a href="#">County Taxable Value</a>	<a href="#">School Taxable Value</a>	<a href="#">Municipal Taxable Value</a>
2022	\$834,870	\$461,024	\$0	\$0	\$0

[\[click here to hide\]](#) **Value History as Certified (yellow indicates correction on file)**

Year	<a href="#">Homestead Exemption</a>	<a href="#">Just/Market Value</a>	<a href="#">Assessed Value</a>	<a href="#">County Taxable Value</a>	<a href="#">School Taxable Value</a>	<a href="#">Municipal Taxable Value</a>
2021	No	\$574,940	\$419,113	\$0	\$0	\$0
2020	No	\$544,680	\$381,012	\$0	\$0	\$0
2019	No	\$514,420	\$346,375	\$0	\$0	\$0
2018	No	\$423,640	\$314,886	\$0	\$0	\$0
2017	No	\$332,860	\$286,260	\$0	\$0	\$0
2016	No	\$260,236	\$260,236	\$0	\$0	\$0
2015	No	\$242,080	\$242,080	\$0	\$0	\$0
2014	No	\$242,080	\$242,080	\$0	\$0	\$0
2013	No	\$242,080	\$242,080	\$0	\$0	\$0
2012	No	\$242,080	\$242,080	\$0	\$0	\$0
2011	No	\$242,080	\$242,080	\$0	\$0	\$0
2010	No	\$272,340	\$272,340	\$0	\$0	\$0
2009	No	\$332,860	\$332,860	\$0	\$0	\$0
2008	No	\$365,600	\$365,600	\$0	\$0	\$0
2007	No	\$496,300	\$496,300	\$0	N/A	\$0
2006	No	\$544,700	\$544,700	\$0	N/A	\$0
2005	No	\$181,600	\$181,600	\$0	N/A	\$0
2004	No	\$151,300	\$151,300	\$0	N/A	\$0
2003	No	\$151,300	\$151,300	\$0	N/A	\$0
2002	No	\$121,000	\$121,000	\$0	N/A	\$0
2001	No	\$102,900	\$102,900	\$0	N/A	\$0
2000	No	\$102,900	\$102,900	\$0	N/A	\$0
1999	No	\$102,900	\$102,900	\$0	N/A	\$0
1998	No	\$102,900	\$102,900	\$0	N/A	\$0
1997	No	\$102,900	\$102,900	\$0	N/A	\$0
1996	No	\$90,800	\$90,800	\$0	N/A	\$0

**2021 Tax Information**

[2021 Tax Bill](#)      Tax District: [MB](#)  
2021 Final Millage Rate      17.1166

**Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our new [Tax Estimator](#) to estimate taxes under new ownership.**

**Ranked Sales** (What are Ranked Sales?) [See all transactions](#)

Sale Date	Book/Page	Price	Q/U	V/I
1976	04420 / 0214	\$27,000	Q	

Item 9A.

2022 Land Information

Seawall: No

Frontage:

View: None

<a href="#">Land Use</a>	Land Size	Unit Value	Units	<a href="#">Total Adjustments</a>	<a href="#">Adjusted Value</a>	<a href="#">Method</a>
Vacant Commercial (10)	80x89	135.00	7120.0000	1.0000	\$961,200	SF

[\[click here to hide\]](#) 2022 Extra Features

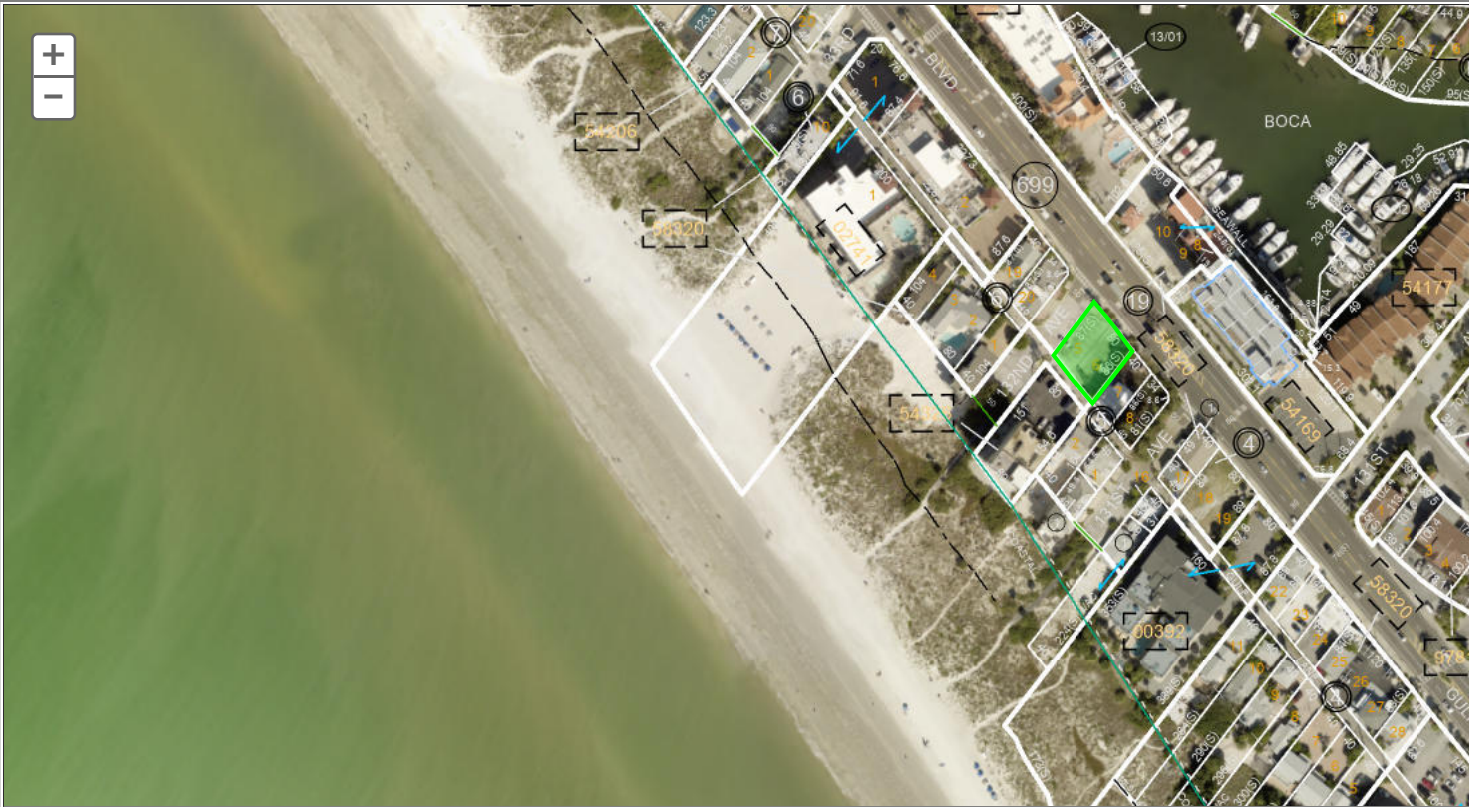
Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
ASPHALT	\$3.00	7,000.00	\$21,000.00	\$21,000.00	0

[\[click here to hide\]](#) Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

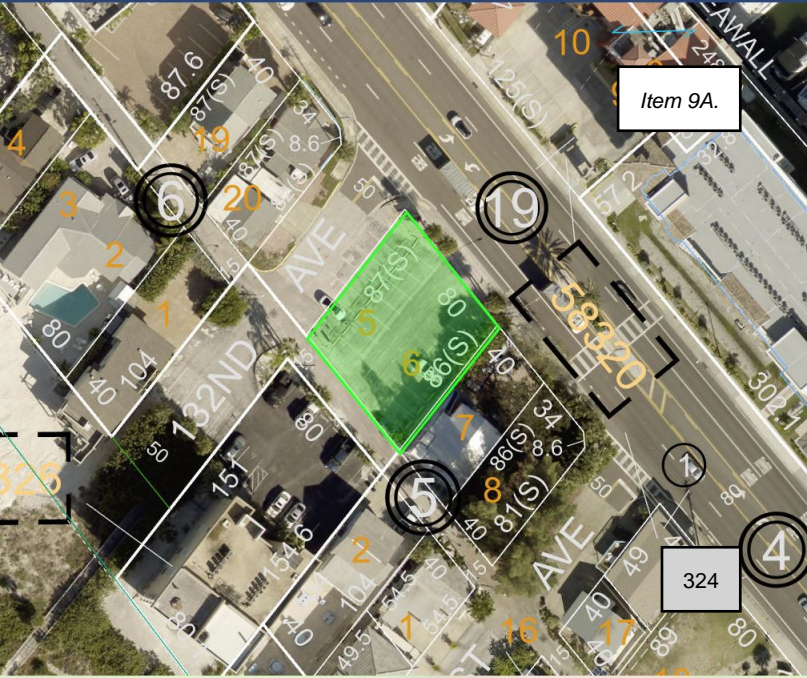
Permit Number	Description	Issue Date	Estimated Value
---------------	-------------	------------	-----------------

No Permit Data Found



If you are experiencing [issues with this map loading](#), you may need to clear your web browsing history, then close

- [Interactive Map of this parcel](#)
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Item 9A.

324

76082458

TUTBLANK REGISTERED U.S. PAT. OFFICE  
Tuttle Law Print, Publishers, Rutland, Vt

D. R. 4420 PAGE 214

01 Cash	Chg
40 Rec	600
41 St	8100
42 Sur	2970
43 Int	
Tot	11670

# This Indenture,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and / or assigns of the respective parties hereto, the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders, and, if used, the term "note" shall include all the notes herein described if more than one

Made this \_\_\_\_\_ day of June, A. D. 19 76

Between, HERBERT C. HESSE a/k/a HERBERT CARLTON HESSE

of the County of Pinellas in the State of Florida,  
party of the first part, and CITY OF MADEIRA BEACH, a municipal corporation  
of the State of Florida

300 Municipal Dr., Madeira Beach 33708

of the County of \_\_\_\_\_ in the State of \_\_\_\_\_  
party of the second part,

**Witnesseth,** that the said party of the first part, for and in consideration of the sum of One dollar and other good and valuable considerations ~~XXXXXXXX~~ to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of Pinellas, State of Florida, to wit:

Lots 5 and 6, Block 5, Mitchell's Beach Subdivision, in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida.

PINELLAS COUNTY 117752

FLORIDA DEPT. OF REVENUE JUN-8'76 P.B. 11047

DOCUMENTARY SUR TAX 29.70

Less that part thereof lying within 40 feet of the Survey Line on State Road 699, Section 15100, said Survey Line being described as follows:

Begin on the northeasterly extension of the southeasterly boundary of Lot 32, Block 4, Mitchell's Beach Subdivision in Section 15, Township 31 South, Range 15 East as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida, at a point 143.93 feet North 38°09'22" East of the NE corner of Lot 1, Block 4 of said Mitchell's Beach Subdivision, run thence North 39°15'38" West 900.27 feet to the northeasterly extension of the southeasterly boundary line of Lot 20, Block 6, of said Mitchell's Beach Subdivision at a point 143.50 feet North 38°03'02" East of the NE corner of Lot 1, Block 6, of said Mitchell's Beach Subdivision. Said lessed out property being acquired as right of way by the State of Florida, for the use and benefit of the State of Florida Department of Transportation.

STATE OF FLORIDA DOCUMENTARY STAMP TAX 81.00

DEPT. OF REVENUE JUN-8'76 P.B. 11047

198251

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

**In Witness Whereof,** the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

*Richard A. Boggs*  
*Barbara M. Gillen*

*Herbert Carlton Hesse*  
 Herbert Carlton Hesse

RECORDED  
 PINELLAS CO. FLORIDA  
*James W. Hagan*  
 CLERK, CIRCUIT COURT

JUN 8 10 08 AM '76

RETURN TO:  
Fowler, White, Gillen, Boggs, Villareal & Banker, P.A.  
ATTORNEYS AT LAW  
P.O. Box 2917 Clearwater, Florida 34617

This Instrument Prepared By James W. Hagan Of  
Fowler, White, Gillen, Boggs, Villareal & Banker, P.A.  
391-Pierce-St-Suite 206 Clearwater, Florida 33516  
600 Cleveland St., Suite 760,

State of Florida

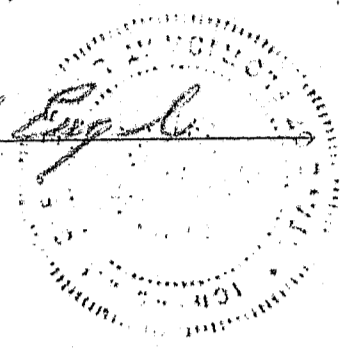
County of Pinellas

I Hereby Certify That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

HERBERT C. HESSE a/k/a HERBERT CARLTON HESSE to me well known and known to me to be the individual described in and who executed the foregoing deed, and he acknowledged before me that executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at County of Pinellas, and State of Florida, this 7th day of June, A. D. 1976.

My Commission Expires March 12, 1980 Notary Public *Richard A. Doyle*



Warranty Deed

TO

Date

ABSTRACT OF DESCRIPTION



Pinellas County, FL  
 Work Request #: Madeira Beach Ph1  
 Address: Gulf Blvd, Madeira Beach, FL 33708  
 STR: Section: 15; Township: 31 S; Range: 15 E

## **EASEMENT**

THIS EASEMENT (“**Easement**”) from **CITY OF MADEIRA BEACH**, a Florida municipal corporation (“**GRANTOR**,” whether one or more) to **DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY**, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns (“**GRANTEE**”);

### **WITNESSETH:**

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes under, upon, across, through and within the following described lands in Pinellas County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of **GRANTEE**'s facilities to be installed at mutually agreeable locations over, under, upon, across, through and within the following described property to accommodate present and future development:

**Lots 5 and 6, Block 5, Mitchell’s Beach Subdivision, in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida.**

**Less that part thereof lying within 40 feet of the Survey line on State Road 699, Section 15100, said Survey Line being described as follows:**

**Begin on the northeasterly extension of the southeasterly boundary of Lot 32, Block 4, Mitchell's Beach Subdivision in Section 15, Township 31 South, Range 15 East as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida, at a point 143.93 feet North 38°09'22" East of the NE corner of Lot 1, Block 4 of said Mitchell's Beach Subdivision, run thence North 39°15'38.11 West 900.27 feet to the northeasterly extension of the southeasterly boundary line of Lot 20, Block 6 of said Mitchell's Beach Subdivision at a point 143.50 feet North 38°03'02 East of the NE corner of Lot 1, Block 6, of said Mitchell's Beach Subdivision. Said lessed out property being acquired as right of way by the State of Florida, for the use and benefit of the State of Florida Department of Transportation.**

**Tax Parcel Number: 15-31-15-58320-005-0050**

Prepared By:  
 Manny R. Vilaret, Esquire  
 Vilaret Law, PLLC  
 10901 Danka Circle, Suite C  
 St. Petersburg, Florida 33716

Return To: Duke Energy  
 Attn: Land Services  
 2401 25<sup>th</sup> Street North, SP-15  
 St. Petersburg, Florida 33713



The general scope and location of the facilities covered in this Easement have been agreed to by the parties hereto. This Easement will be replaced with a Descriptive Easement, as will be shown on a certified surveyed sketch of description to be provided by **GRANTEE** within ninety (90) days after the installation of Facilities by **GRANTEE**. If the Descriptive Easement is not executed by **GRANTOR** within forty-five (45) days of being provided by **GRANTEE**, **GRANTEE** will record this Easement.

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR**'s adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) and all other rights and privileges reasonably necessary or convenient for **GRANTEE**'s safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

**GRANTOR** shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE**'s facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR**'s expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR**'s adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

**GRANTOR** hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is effective as of the Effective Date herein.

**GRANTOR:**  
**CITY OF MADEIRA BEACH, a Florida**  
municipal corporation

**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, City Clerk

\_\_\_\_\_  
Robin Gomez, City Manager

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**Grantor(s) Mailing Address:**

\_\_\_\_\_  
300 Municipal Dr  
\_\_\_\_\_  
Madeira Beach, FL 33708

\_\_\_\_\_  
Signature of First Witness

**First Witness Mailing Address:**

\_\_\_\_\_  
Print or Type Name of First Witness

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Second Witness

**Second Witness Mailing Address:**

\_\_\_\_\_  
Print or Type Name of Second Witness

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_, by Robin Gomez, its City Manager, respectively, of CITY OF MADEIRA BEACH, a Florida municipal, on behalf of the City who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

# Title Research Checklist

Duke Beach UG

WO#: **Madeira Beach Ph1**

Parcel #: **15-31-15-58320-011-0010**

Landowner Name: **City of Madeira Beach, a municipal corporation**

I verify that I have completed searches of all the below resources:

- LexisNexis
- Courthouse Marriage/Divorce Records  N/A
- Courthouse probate records / LWT/ Death Certificates  N/A
- Secretary of State  N/A
- Online sites and records for signing authority  N/A
- Trust documents  N/A
- Power of Attorney  N/A
- Duke Easement
- Curative Need Identified – See Curative Document Report**  N/A
- ROW Agent Completed Curative Need  N/A

Completed by: **Hatsie Haran**, Title Agent

County Certified through Date: **9/15/2022**

[Interactive Map of this parcel](#)   [Sales Query](#)   [Back to Query Results](#)   [New Search](#)   [Tax Collector Home Page](#)   [Contact](#)

### 15-31-15-58320-011-0010

[Compact Property Record Card](#)

[Tax Estimator](#)

**Updated September 24, 2022**

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[Radius Search](#)

[FEMA/WLM](#)

<b>Ownership/Mailing Address</b> <a href="#">Change Mailing Address</a>	<b>Site Address</b>
MADEIRA BEACH, CITY OF 300 MUNICIPAL DR MADEIRA BEACH FL 33708-1916	GULF BLVD MADEIRA BEACH



**Property Use:** 1090 (Vacant Commercial Land w/XFSB)   **Current Tax District:** MADEIRA BEACH ([MB](#))   **Total Heated SF:**   **Total Gross SF:**

[\[click here to hide\]](#) **Legal Description**

MITCHELL'S BEACH REVISED BLK 11, LOTS 1 AND 2 LESS RD R/W PER O.R. 4408/1950

<a href="#">File for Homestead Exemption</a>			<b>2022 Parcel Use</b>	
<b>Exemption</b>	<b>2022</b>	<b>2023</b>		
Homestead:	No	No	Homestead Use Percentage: 0.00%	
Government:	Yes	Yes	Non-Homestead Use Percentage: 100.00%	
Institutional:	No	No	Classified Agricultural: No	
Historic:	No	No		

**Parcel Information** [Latest Notice of Proposed Property Taxes \(TRIM Notice\)](#)

Most Recent Recording	<a href="#">Sales Comparison</a>	<a href="#">Census Tract</a>	<b>Evacuation Zone</b> <small>(NOT the same as a FEMA Flood Zone)</small>	<b>Flood Zone</b> <small>(NOT the same as your evacuation zone)</small>	Plat Book/Page
04420/0212		121030278021	A	<a href="#">Current FEMA Maps</a>	<a href="#">3/54</a>

**2022 Preliminary Value Information**

Year	<a href="#">Just/Market Value</a>	<a href="#">Assessed Value / Non-HX Cap</a>	<a href="#">County Taxable Value</a>	<a href="#">School Taxable Value</a>	<a href="#">Municipal Taxable Value</a>
2022	\$445,399	\$353,658	\$0	\$0	\$0

[\[click here to hide\]](#) **Value History as Certified (yellow indicates correction on file)**

Year	<a href="#">Homestead Exemption</a>	<a href="#">Just/Market Value</a>	<a href="#">Assessed Value</a>	<a href="#">County Taxable Value</a>	<a href="#">School Taxable Value</a>	<a href="#">Municipal Taxable Value</a>
2021	No	\$403,806	\$321,507	\$0	\$0	\$0
2020	No	\$374,962	\$292,279	\$0	\$0	\$0
2019	No	\$346,119	\$265,708	\$0	\$0	\$0
2018	No	\$272,340	\$253,418	\$0	\$0	\$0
2017	No	\$242,080	\$230,380	\$0	\$0	\$0
2016	No	\$217,872	\$209,436	\$0	\$0	\$0
2015	No	\$205,768	\$190,396	\$0	\$0	\$0
2014	No	\$181,560	\$173,087	\$0	\$0	\$0
2013	No	\$157,352	\$157,352	\$0	\$0	\$0
2012	No	\$157,352	\$157,352	\$0	\$0	\$0
2011	No	\$157,352	\$157,352	\$0	\$0	\$0
2010	No	\$175,508	\$175,508	\$0	\$0	\$0
2009	No	\$211,820	\$211,820	\$0	\$0	\$0
2008	No	\$225,000	\$225,000	\$0	\$0	\$0
2007	No	\$262,700	\$262,700	\$0	N/A	\$0
2006	No	\$272,300	\$272,300	\$0	N/A	\$0
2005	No	\$181,600	\$181,600	\$0	N/A	\$0
2004	No	\$151,300	\$151,300	\$0	N/A	\$0
2003	No	\$151,300	\$151,300	\$0	N/A	\$0
2002	No	\$121,000	\$121,000	\$0	N/A	\$0
2001	No	\$121,000	\$121,000	\$0	N/A	\$0
2000	No	\$102,900	\$102,900	\$0	N/A	\$0
1999	No	\$102,900	\$102,900	\$0	N/A	\$0
1998	No	\$102,900	\$102,900	\$0	N/A	\$0
1997	No	\$102,900	\$102,900	\$0	N/A	\$0
1996	No	\$84,700	\$84,700	\$0	N/A	\$0

**2021 Tax Information**

[2021 Tax Bill](#)   Tax District: [MB](#)  
2021 Final Millage Rate   17.1166

**Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our new [Tax Estimator](#) to estimate taxes under new ownership.**

**Ranked Sales** (What are Ranked Sales?)   [See all transactions](#)

Sale Date	Book/Page	Price	Q/U	V/I
1976	04420 / 0212	\$25,100	Q	

Item 9A.

2022 Land Information

Seawall: No

Frontage:

View: None

<a href="#">Land Use</a>	Land Size	Unit Value	Units	<a href="#">Total Adjustments</a>	<a href="#">Adjusted Value</a>	<a href="#">Method</a>
Vacant Commercial (10)	0x0	75.00	6786.6500	1.0000	\$508,999	SF

[\[click here to hide\]](#) 2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
ASPHALT	\$3.00	5,000.00	\$15,000.00	\$15,000.00	0

[\[click here to hide\]](#) Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
---------------	-------------	------------	-----------------

No Permit Data Found



If you are experiencing [issues with this map loading](#), you may need to clear your web browsing history, then close



76082457

TUTBLANX REGISTERED U S PAT OFFICE TUTTLE LAW PRINT. PUBLISHERS RUTLAND VT 05701

O. R. 4420 PAGE 212

# This Indenture,

40 Rec 75.30  
41 St 28.05  
42 Sur 109.35  
43 Int  
Tct

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

Made this 13<sup>th</sup> day of May A. D. 19 76

Between

JOHN F. HARE, a single man

of the County of Pinellas in the State of Florida  
party of the first part, and

CITY OF MADEIRA BEACH  
300 Municipal Dr., Madeira Beach 33708  
of the County of Pinellas in the State of Florida  
party of the second part,

**Witnesseth** that the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part his heirs and assigns forever, the following described land, situate lying and being in the County of Pinellas, State of Florida, to wit:

Lots 1 and 2, Block 11, Mitchell's Beach Subdivision in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida.

Less the following described real property:

Lying within 40 feet of the Survey Line on State Road 699, Section 15100, said Survey Line being described as follows:

Begin on the Southwesterly extension of the Northwesterly boundary line of Lot 1, Bill William's Madeira Harbor Subdivision in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 25, page 37 and 38, Public Records of Pinellas County, Florida at a point 205.60 feet South 38°11'22" West of the NW corner of Lot 17, Bill William's Madeira Harbor First Addition, as per plat thereof recorded in Plat Book 25, pages 67 and 68 Public Records of Pinellas County, Florida, said point being on a curve concave to the Northeasterly having a radius of 572.96 feet, thence from a Tangent Bearing of North 39°32'08" West run Westerly along said curve 2.75 feet through an angle of 0°16'30" to the end of said curve, thence North 39°15'38" West 1346.71 feet to the Southwesterly extension of the Northwesterly boundary line of Lot 10, Block 11, Mitchell's Beach Subdivision as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida at a LEGAL CONTINUED ON THE BACK HEREOF.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

**In Witness Whereof,** the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

*Albert C. Werly*  
*Susan M. Dunathan*

PINELLAS COUNTY 9825 DOCUMENTARY STAMP TAX DEPT. OF REVENUE JUN-8'76 75.30

PINELLAS COUNTY 17751 DOCUMENTARY SUR TAX DEPT. OF REVENUE JUN-8'76 28.05

State of Florida

County of PINELLAS

**I Hereby Certify** That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

JOHN F. HARE, a single man

to me well known and known to me to be the individual described in and who executed the foregoing deed, and he executed the same freely and voluntarily for the purposes therein expressed.

**Witness** my hand and official seal at St. Petersburg, County of Pinellas, and State of Florida, this 13<sup>th</sup> day of May, A. D. 19 76.

My Commission Expires 11/1/1978

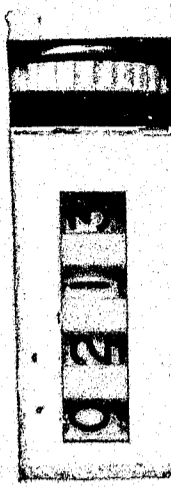
*Betty Ann Wagner*  
Notary Public

Return Fowler, N letter  
PO Box 2917, Char 33517

This instrument was prepared by:  
ALBERT C. WERLY, ATTORNEY,  
6641 CENTRAL AVENUE  
P. O. BOX 40750  
ST. PETERSBURG, FLA 33774  
PHONE (813) 381-0000

RECORDED  
PINELLAS CO. FLORIDA  
JUN 8 10 08 AM '76  
CLERK CIRCUIT COURT

212



**Abstract of**

TO

Date

ABSTRACT OF DESCRIPTION

point 129.75 feet South 38°09'22" West of the NW corner of Lot 10, Block 11, of said Mitchell's Beach Subdivision.

Commence on the Southwesterly extension of the Northwesterly boundary line of Lot 1, Bill William's Madeira Harbor Subdivision in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 25, page 37 and 38, Public Records of Pinellas County, Florida, at a point 205.60 feet South 38°11'22" West of the NW corner of Lot 17, Bill William's Madeira Harbor First Addition as per plat thereof recorded in Plat Book 25, page 67 and 68, Public Records of Pinellas County, Florida said point being on a curve concave to the Northeasterly having a radius of 572.96 feet, thence from a Tangent Bearing of North 39°32'08" West run Westerly along said curve 2.75 feet through an angle of 0°16'30" to the end of said curve, thence North 39°15'38" West 947.605 feet, thence North 38°06'21.09" East 40.992 feet to a Point of Beginning, continue thence North 38°06'21.09" East 18.0 feet, thence South 89°25'21.55" West 22.501 feet, thence South 39°15'38" East 18.0 feet to the Point of Beginning.

RETURN TO:  
Fowler, White, Gillen, Boggs, Villareal & Banker, P.A.  
ATTORNEYS AT LAW  
P.O. Box 2917 Clearwater, Florida 34617.



RESOLUTION OF PARTIAL VACATION OF  
Mitchell's Beach  
 SUBDIVISION HAS BEEN RECORDED IN  
 O. R. BOOK 6904 PAGE 1288  
 ON December 27 19 88  
 KARLEEN F. De BLAKER  
 Clerk of the Circuit Court  
 By: [Signature] Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF  
Mitchell's Beach  
 SUBDIVISION HAS BEEN RECORDED IN  
 O. R. BOOK 5034 PAGE 267  
 ON 6-11-1980  
 HAROLD MULLENDORE  
 Clerk of the Circuit Court  
 BY: Patricia Burke Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF  
Mitchell's Beach P 3  
 SUBDIVISION HAS BEEN RECORDED IN  
 O. R. BOOK 5034 PAGE 264  
 ON 6-11-1980  
 HAROLD MULLENDORE  
 Clerk of the Circuit Court  
 BY: Patricia Burke Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF  
Mitchell's Beach  
 SUBDIVISION HAS BEEN RECORDED IN  
 O. R. BOOK 4779 PAGE 223  
 ON 11-21-1978  
 HAROLD MULLENDORE  
 Clerk of the Circuit Court  
 BY: Patricia Burke Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF  
Mitchell's Beach  
 SUBDIVISION HAS BEEN RECORDED IN  
 O. R. BOOK 4726 PAGE 1761  
 ON 7-24-1978  
 HAROLD MULLENDORE  
 Clerk of the Circuit Court  
 BY: Patricia Burke Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF  
Mitchell's Beach  
 SUBDIVISION HAS BEEN RECORDED IN  
 O. R. BOOK 4726 PAGE 1759  
 ON 7-24-1978  
 HAROLD MULLENDORE  
 Clerk of the Circuit Court  
 BY: Patricia Burke Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF  
Mitchell's Beach  
 SUBDIVISION HAS BEEN RECORDED IN  
 O. R. BOOK 4601 PAGE 2070  
 ON 9-26-1977  
 HAROLD MULLENDORE  
 Clerk of the Circuit Court  
 BY: Patricia Burke Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF  
Mitchell's Beach Revised  
 SUBDIVISION HAS BEEN RECORDED IN  
 O. R. BOOK 13793 PAGE 5  
 ON 8-30-2004  
 KEN BURKE  
 Clerk of the Circuit Court  
 By: [Signature] Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF  
Mitchell's Beach  
 SUBDIVISION HAS BEEN RECORDED IN  
 O. R. BOOK 11075 PAGE 571  
 ON 10-4-2000  
 KARLEEN F. De BLAKER  
 Clerk of the Circuit Court  
 By: [Signature] Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF  
Mitchell's Beach Rev. Sub  
 SUBDIVISION HAS BEEN RECORDED IN  
 O. R. BOOK 6926 PAGE 1778  
 ON 1/30-1989  
 KARLEEN F. De BLAKER  
 Clerk of the Circuit Court  
 By: [Signature] Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF  
Mitchell's Beach  
 SUBDIVISION HAS BEEN RECORDED IN  
 O. R. BOOK 6926 PAGE 1779  
 ON 1/30-1989  
 KARLEEN F. De BLAKER  
 Clerk of the Circuit Court  
 By: [Signature] Deputy Clerk

Filed March 14<sup>th</sup> 1914  
 C. W. Weisling  
 Clerk Circuit Court

# MITCHELL'S BEACH

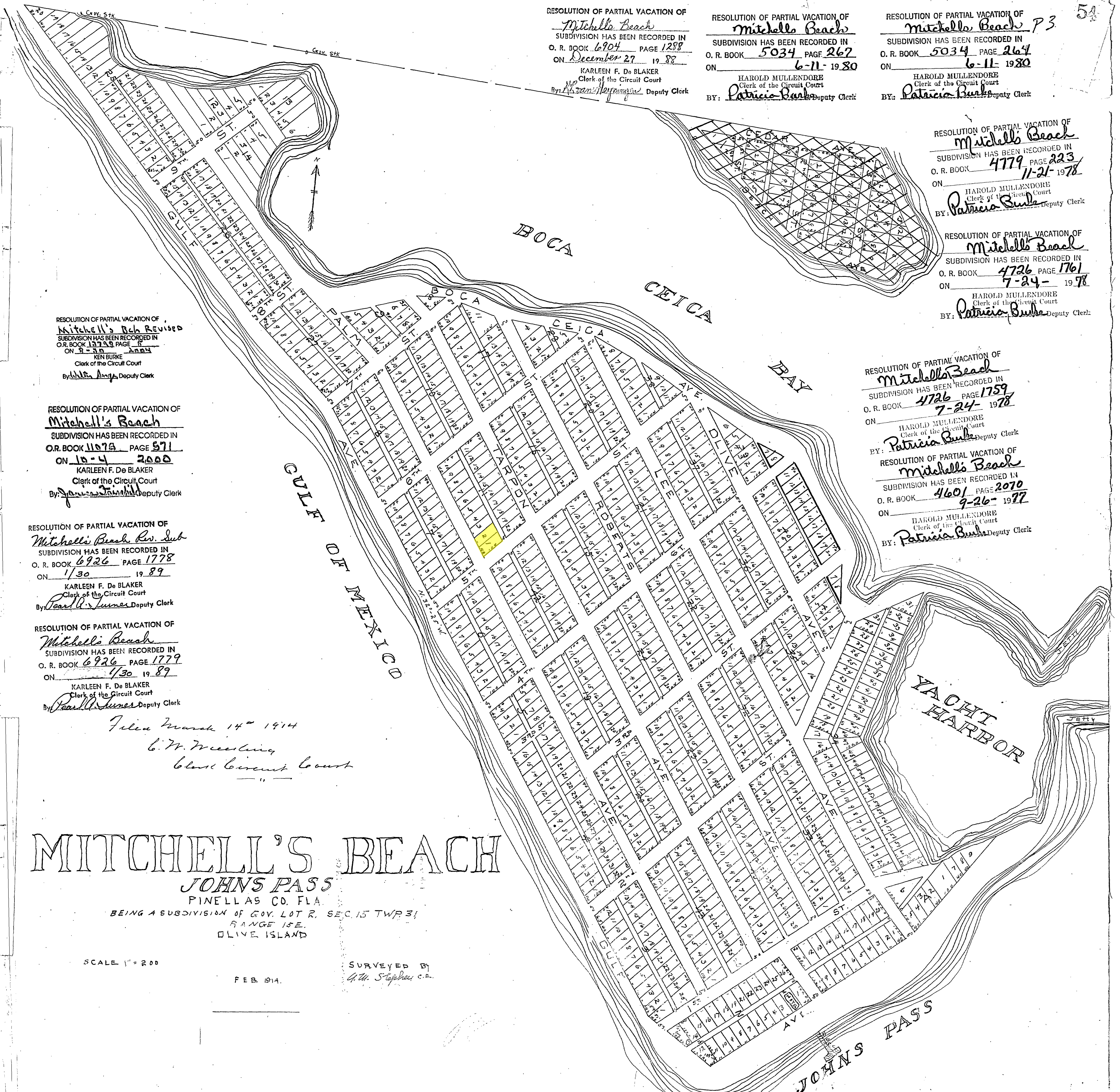
## JOHNS PASS

PINELLAS CO. FLA.  
 BEING A SUBDIVISION OF GOV. LOT R, SEC. 15 TWP 31  
 RANGE 15E,  
 OLIVE ISLAND

SCALE 1" = 200'

FEB 1914.

SURVEYED BY  
G. W. Stephens C.E.



FORM 1104 WARRANTY DEED-(Statutory Form.)

76066044

TUTBLANX REGISTERED U.S. PAT. OFFICE  
TUTTLE LAW PRINT PUBLISHERS HUTLAND, VT 05751

Parcel No. 108.1R  
SECTION 15100-2511  
STATE ROAD 699  
COUNTY Pinellas  
FAP NO.

01 Cash 11  
40 Rec 600- enq  
A1 St 1830  
42 Sur 715  
43 Int  
Tot 2145 04

# This Indenture,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and / or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

O.R. 4408 PAGE 1950

Made this 14 day of May 14 14050694. D. 1976 . 078A76

Between

JOHN F. HARE, a single man

of the County of PINELLAS in the State of FLORIDA  
party of the first part, and

STATE OF FLORIDA, for the use and benefit of the State of Florida  
Department of Transportation, as party of the second part.

of the County of PINELLAS in the State of FLORIDA  
party of the second part,

**Witnesseth** that the said party of the first part, for and in consideration of the sum of Ten and no/100 (\$10.00) and other good and valuable consideration Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part his heirs and assigns forever, the following described land, situate lying and being in the County of PINELLAS, State of

Florida, to wit: That part of:  
Lots 1 and 2, Block 11, Mitchell's Beach Subdivision in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida.

Lying within 40 feet of the Survey Line on State Road 699, Section 15100, said Survey Line being described as follows:

Begin on the Southwesterly extension of the Northwesterly boundary line of Lot 1, Bill William's Madeira Harbor Subdivision in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 25, page 37 and 38, Public Records of Pinellas County, Florida at a point 205.60 feet South 38°11'22" West of the NW corner of Lot 17, Bill William's Madeira Harbor First Addition, as per plat thereof recorded in Plat Book 25, pages 67 and 68 Public Records of Pinellas County, Florida, said point being on a curve concave to the Northeasterly having a radius of 572.96 feet, thence from a Tangent Bearing of North 39°32'08" West run Westerly along said curve 2.75 feet through an angle of 0°16'30" to the end of said curve, thence North 39°15'38" West 1346.71 feet to the Southwesterly extension of the Northwesterly boundary line of Lot 10, Block 11, Mitchell's Beach Subdivision as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida at a point 129.75 feet South 38°09'22" West of the NW corner of Lot 10, Block 11, of said Mitchell's Beach Subdivision.

LEGAL DESCRIPTION CONTINUED ON THE SECOND PAGE HEREOF.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

*John F. Hare*  
JOHN F. HARE

*Betty Lou Wagner*  
RECORDED  
PINELLAS CO. FLORIDA  
CLERK CIRCUIT COURT

This instrument was prepared by:  
ALBERT C. WERLY, ATTORNEY  
6641 CENTRAL AVENUE  
P. O. BOX 40750  
ST. PETERSBURG, FLA. 33743  
PHONE (813) 381-0000

State of Florida

MAY 7 11 55 AM '76

County of PINELLAS

I Hereby Certify That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

JOHN F. HARE, a single man

to me well known and known to me to be the individual described in and who executed the foregoing deed, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at St. Petersburg  
County of Pinellas, and State of Florida, this 4th  
day of May, A. D. 19 76.

My Commission Expires 1/1/78

*Betty Lou Wagner*  
Notary Public

RETURN TO: Mr. Curtis Galloway, Right of Way Agent  
State of Florida, Department of Transportation  
3226 -5th Avenue South  
St. Petersburg, Florida 33712

C.O.R. 4408 PAGE 1951

PINELLAS COUNTY  
 1 0 4 9 9 7  
 STATE OF FLORIDA  
 DOCUMENTARY STAMP TAX  
 DEPT. OF REVENUE  
 MAY-776  
 10536  
 18.30

PINELLAS COUNTY  
 1 1 5 6 9 4  
 FLORIDA  
 DEPT. OF REVENUE  
 MAY-776  
 R.R. 11047  
 DOCUMENTARY SURTAX  
 07.15

**Warranty Deed**

TO

Date  
 ABSTRACT OF DESCRIPTION

LESS existing rights of way.

Containing 1197.240 square feet or 0.027 acre, more or less.

ALSO:

That part of:

Lot 1, Block 11 of above described Mitchell's Beach Subdivision, lying within the following metes and bounds description:

Commence on the Southwesterly extension of the Northwesterly boundary line of Lot 1, Bill William's Madeira Harbor Subdivision in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 25, page 37 and 38, Public Records of Pinellas County, Florida, at a point 205.60 feet South 38°11'22" West of the NW corner of Lot 17, Bill William's Madeira Harbor First Addition as per plat thereof\* said point being on a curve concave to the Northeasterly having a radius of 572.96 feet, thence from a Tangent Bearing of North 39°32'08" West run Westerly along said curve 2.75 feet through an angle of 0°16'30" to the end of said curve, thence North 39°15'38" West 947.605 feet, thence North 38°06'21.09" East 40.992 feet to a Point of Beginning, continue thence North 38°06'21.09" East 18.0 feet, thence South 89°25'21.55" West 22.501 feet, thence South 39°15'38" East 18.0 feet to the Point of Beginning.

LESS existing rights of way.

Containing 158.078 square feet, more or less.

\* recorded in Plat Book 25, page 67 and 68, Public Records of Pinellas County, Florida

1951

Pinellas County, FL  
 Work Request #: Madeira Beach Ph1  
 Address: Gulf Blvd, Madeira Beach, FL 33708  
 STR: Section: 15; Township: 31 S; Range: 15 E

## EASEMENT

THIS EASEMENT (“**Easement**”) from **CITY OF MADEIRA BEACH**, a Florida municipal corporation (“**GRANTOR**,” whether one or more) to **DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY**, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns (“**GRANTEE**”);

### WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes under, upon, across, through and within the following described lands in Pinellas County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of **GRANTEE**'s facilities to be installed at mutually agreeable locations over, under, upon, across, through and within the following described property to accommodate present and future development:

**Lots 1 and 2, Block 11, Mitchell’s Beach Subdivision in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 3, page 54, Public records of Pinellas County, Florida.**

**Less the following described real property:**

**Lying within 40 feet of the Survey Line on State Road 699, Section 15100, said Survey Line being described as follows:**

**Begin on the Southwesterly extension of the Northwesterly boundary line of Lot 1, Bill William’s Madeira Harbor Subdivision in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 25, page 37 and 38, Public Records of Pinellas County, Florida at a point 205.60 feet South 38°11’22” West of the NW corner of Lot 17, Bill Williams Madeira Harbor First Addition, as per plat thereof recorded in Plat Book 25, pages 67 and 68 Public Records of Pinellas County, Florida, said point being on a curve concave to the Northeasterly having a radius of 572.96 feet, thence from a Tangent Bearing of North 39°32’08” West run Westerly along said curve 2.75 feet through an angle of 0°16’30” to the end of said curve, thence North 39°15’38” West 1346.71 feet to the Southwesterly extension of the Northwesterly boundary line of Lot 10, Block 11, Mitchell’s Beach Subdivision as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida at a point 129.75 feet South 38°09’22” West of the NW corner of Lot 10, Block 11, of said Mitchell’s Beach subdivision.**

Prepared By:  
 Manny R. Vilaret, Esquire  
 Vilaret Law, PLLC  
 10901 Danka Circle, Suite C  
 St. Petersburg, Florida 33716

Return To: Duke Energy  
 Attn: Land Services  
 2401 25<sup>th</sup> Street North, SP-15  
 St. Petersburg, Florida 33713

**Commence on the Southwesterly extension of the Northwesterly boundary line of Lot 1, Bill William's Madeira Harbor Subdivision in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 25, page 37 and 38, Public Records of Pinellas County, Florida, at a point 205.60 feet South 38°11'22" West of the NW corner of Lot 17, Bill William's Madeira Harbor First Addition as per plat thereof recorded in Plat Book 25, page 67 and 68, Public Records of Pinellas County, Florida said point being on a curve concave to the Northeasterly having a radius of 572.96 feet, thence from a Tangent Bearing of North 39°32'08" West run Westerly along said curve 2.75 feet through an angle of 0°16'30" to the end of said curve, thence North 39°15'38" West 947.605 feet, thence North 38°06'21.09" East 40.992 feet to a Point of Beginning, continue thence North 38°06'21.09" East 18.0 feet, thence South 89°25.21.55" West 22.501 feet, thence South 39°15'38" East 18.0 feet to the Point of Beginning.**

**Tax Parcel Number: 15-31-15-58320-011-0010**

The general scope and location of the facilities covered in this Easement have been agreed to by the parties hereto. This Easement will be replaced with a Descriptive Easement, as will be shown on a certified surveyed sketch of description to be provided by **GRANTEE** within ninety (90) days after the installation of Facilities by **GRANTEE**. If the Descriptive Easement is not executed by **GRANTOR** within forty-five (45) days of being provided by **GRANTEE**, **GRANTEE** will record this Easement.

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR's** adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

**GRANTOR** shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area

provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

**GRANTOR** hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, and is effective as of the Effective Date herein.

**GRANTOR:**  
**CITY OF MADEIRA BEACH, a Florida**  
municipal corporation

**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, City Clerk

\_\_\_\_\_  
Robin Gomez, City Manager

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

**SIGNED, SEALED AND DELIVERED**  
**IN THE PRESENCE OF:**

**Grantor(s) Mailing Address:**

\_\_\_\_\_  
300 Municipal Dr

\_\_\_\_\_  
Madeira Beach, FL 33708

\_\_\_\_\_  
Signature of First Witness

**First Witness Mailing Address:**

\_\_\_\_\_  
Print or Type Name of First Witness

**Second Witness Mailing Address:**

\_\_\_\_\_  
Signature of Second Witness

\_\_\_\_\_  
Print or Type Name of Second Witness

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day \_\_\_\_\_, 20 \_\_\_\_, by Robin Gomez, its City Manager, respectively, of CITY OF MADEIRA BEACH, a Florida municipal, on behalf of the City who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

# Title Research Checklist

Duke Beach UG

---

WO#: **Madeira Beach Ph1**

Parcel #: **09-31-15-34308-001-0160**

Landowner Name: **City of Madeira Beach**

I verify that I have completed searches of all the below resources:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> LexisNexis  |   |
| <input checked="" type="checkbox"/> Courthouse Marriage/Divorce Records                 | <input type="checkbox"/> N/A            |
| <input type="checkbox"/> Courthouse probate records / LWT/ Death Certificates           | <input checked="" type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> Secretary of State                                  | <input type="checkbox"/> N/A            |
| <input checked="" type="checkbox"/> Online sites and records for signing authority      | <input type="checkbox"/> N/A            |
| <input type="checkbox"/> Trust documents  | <input checked="" type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> Power of Attorney                                   | <input type="checkbox"/> N/A            |
| <input checked="" type="checkbox"/> Duke Easement                                       |   |
| <input type="checkbox"/> <b>Curative Need Identified – See Curative Document Report</b> | <input type="checkbox"/> N/A            |
| <input type="checkbox"/> ROW Agent Completed Curative Need                              | <input type="checkbox"/> N/A            |

Completed by: **Chris Lovas**, Title Agent

County Certified through Date: **9/20/22**



**09-31-15-34308-001-0160****Compact Property Record Card**[Tax Estimator](#)**Updated September 21, 2022**[Email](#) [Print](#)[Radius Search](#)[FEMA/WLM](#)

<b>Ownership/Mailing Address</b> <a href="#">Change Mailing Address</a>	<b>Site Address</b>
MADEIRA BEACH, CITY OF 300 MUNICIPAL DR MADEIRA BEACH FL 33708-1916	GULF BLVD MADEIRA BEACH



[Property Use](#): 9490 (Right-of-Way Street and Road, Irrigation Canal, Channel, Ditch, etc.)    Current Tax District: MADEIRA BEACH ([MB](#))    SF:    Total Gross SF:

[click here to hide] **Legal Description**

GULF SHORES SUB BLK A, SE'LY 20FT OF LOT 16 FOR BEACH ACCESS

<a href="#">File for Homestead Exemption</a>			<b>2022 Parcel Use</b>	
<b>Exemption</b>	<b>2022</b>	<b>2023</b>		
Homestead:	No	No	Homestead Use Percentage: 0.00%	
Government:	Yes	Yes	Non-Homestead Use Percentage: 100.00%	
Institutional:	No	No	Classified Agricultural: No	
Historic:	No	No		

**Parcel Information** [Latest Notice of Proposed Property Taxes \(TRIM Notice\)](#)

Most Recent Recording	<a href="#">Sales Comparison</a>	<a href="#">Census Tract</a>	<b>Evacuation Zone</b> (NOT the same as a FEMA Flood Zone)	<b>Flood Zone</b> (NOT the same as your evacuation zone)	Plat Book/Page
00000/0000		121030278021	A	<a href="#">Current FEMA Maps</a>	<a href="#">21/10</a>

**2022 Preliminary Value Information**

Year	<a href="#">Just/Market Value</a>	<a href="#">Assessed Value / Non-HX Cap</a>	<a href="#">County Taxable Value</a>	<a href="#">School Taxable Value</a>	<a href="#">Municipal Taxable Value</a>
2022	<b>\$8,500</b>	<b>\$8,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

[click here to hide] **Value History as Certified (yellow indicates correction on file)**

Year	<a href="#">Homestead Exemption</a>	<a href="#">Just/Market Value</a>	<a href="#">Assessed Value</a>	<a href="#">County Taxable Value</a>	<a href="#">School Taxable Value</a>	<a href="#">Municipal Taxable Value</a>
2021	No	\$8,500	\$8,500	\$0	\$0	\$0
2020	No	\$8,500	\$8,500	\$0	\$0	\$0
2019	No	\$8,500	\$8,500	\$0	\$0	\$0
2018	No	\$8,500	\$8,500	\$0	\$0	\$0
2017	No	\$8,500	\$8,500	\$0	\$0	\$0
2016	No	\$8,500	\$8,500	\$0	\$0	\$0
2015	No	\$8,500	\$8,500	\$0	\$0	\$0
2014	No	\$8,500	\$8,500	\$0	\$0	\$0
2013	No	\$8,500	\$8,500	\$0	\$0	\$0
2012	No	\$8,500	\$8,500	\$0	\$0	\$0
2011	No	\$8,500	\$8,500	\$0	\$0	\$0
2010	No	\$8,500	\$8,500	\$0	\$0	\$0
2009	No	\$8,500	\$8,500	\$0	\$0	\$0
2008	No	\$7,900	\$7,900	\$0	\$0	\$0
2007	No	\$8,200	\$8,200	\$0	N/A	\$0
2006	No	\$8,500	\$8,500	\$0	N/A	\$0
2005	No	\$8,500	\$8,500	\$0	N/A	\$0
2004	No	\$8,500	\$8,500	\$0	N/A	\$0
2003	No	\$8,500	\$8,500	\$0	N/A	\$0
2002	No	\$8,500	\$8,500	\$0	N/A	\$0
2001	No	\$8,500	\$8,500	\$0	N/A	\$0
2000	No	\$96,500	\$96,500	\$0	N/A	\$0
1999	No	\$96,500	\$96,500	\$0	N/A	\$0
1998	No	\$96,500	\$96,500	\$0	N/A	\$0
1997	No	\$96,500	\$96,500	\$0	N/A	\$0
1996	No	\$96,500	\$96,500	\$0	N/A	\$0

**2021 Tax Information**[2021 Tax Bill](#)Tax District: [MB](#)

2021 Final Millage Rate

17.1166

**Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of**

**Ranked Sales** (What are Ranked Sales?) [See all transactions](#)

Sale Date	Book/Page	Price	Q/U	V/I
No recent sales on record				

exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions.  
Please use our new [Tax Estimator](#) to estimate taxes under new ownership.

Item 9A.

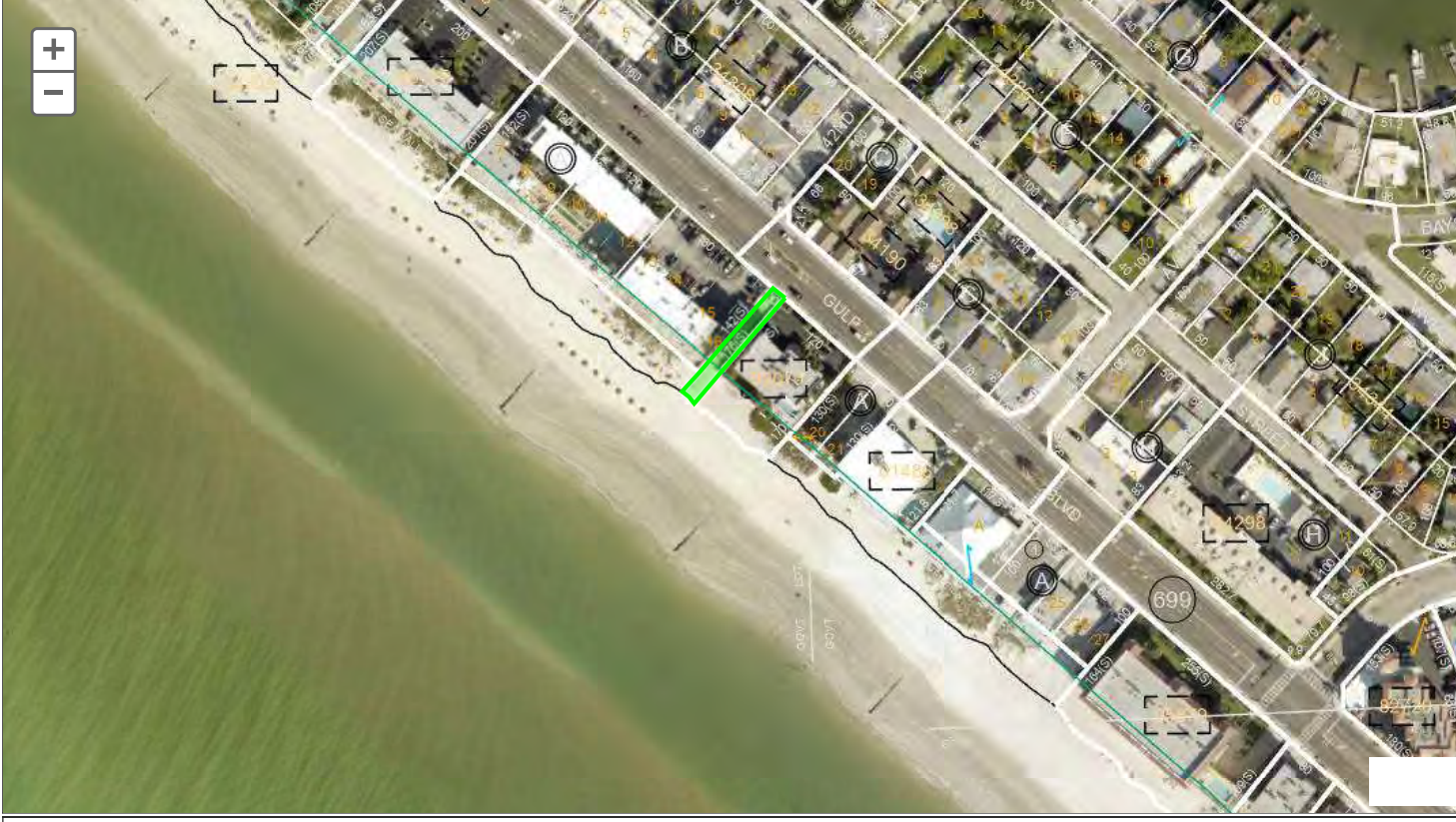
2022 Land Information						
Seawall: No			Frontage:			View: None
<a href="#">Land Use</a>	<a href="#">Land Size</a>	<a href="#">Unit Value</a>	<a href="#">Units</a>	<a href="#">Total Adjustments</a>	<a href="#">Adjusted Value</a>	<a href="#">Method</a>
Rights-Of-Way (94)	20x172	10000.00	1.0000	1.0000	\$10,000	UT

[click here to hide] 2022 Extra Features					
Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
No Extra Features on Record					

[click here to hide] Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
No Permit Data Found			



If you are experiencing [issues with this map loading](#), you may need to clear your web browsing history, then close and restart your web browser.

- [Interactive Map of this parcel](#)
- [Map Legend](#)
- [Sales Query](#)
- [Back to Query Results](#)
- [New Search](#)
- [Tax Collector Home Page](#)
- [Contact Us](#)

Item 9A.



13

14

15

16

176(S)

142(S)

120(S)

120

92073



130(S)

20

347

POWERED BY  
esri

75087829

G. P. 4307 PAGE 1629

4005530

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:

James W. Hagan

of the Law Offices of

FOWLER, WHITE, GILLEN,  
HUMKEY, KINNEY & BOGGS, P.A.  
Post Office Box 1438  
TAMPA, FLORIDA 33601

# Warranty Deed

(STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 15th day of May 1975, Between

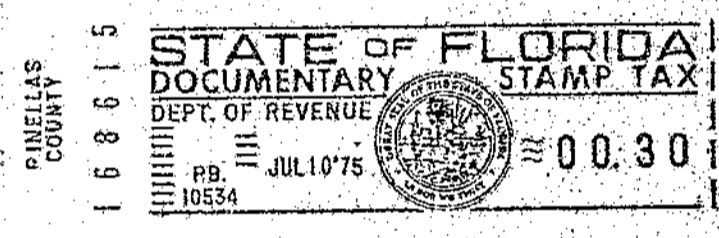
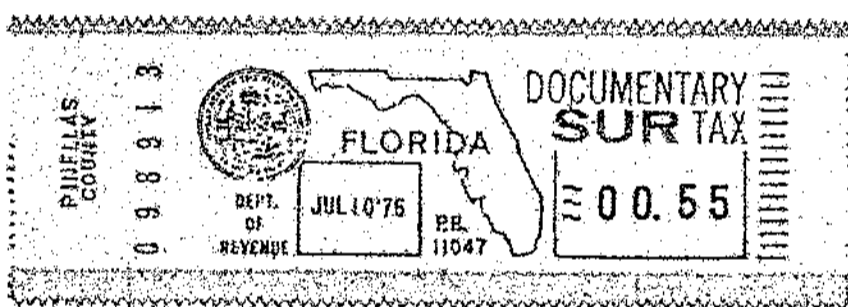
WILLIAM R. MARSH and ELLAN M. MARSH, his wife,  
of the County of Pinellas, State of Florida, grantor°, and

CITY OF MADEIRA BEACH, a Municipal corporation,  
whose post office address is 300 Municipal Drive, Madeira Beach 33708  
of the County of Pinellas, State of Florida, grantee°,

Witnesseth, That said grantor, for and in consideration of the sum of TEN (\$10.00) Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pinellas County, Florida, to-wit:

The Southeast 20 feet of Lot 16, Block A, GULF SHORES SUBDIVISION, according to map or plat thereof as recorded in Plat Book 21, page 10, Public Records of Pinellas County, Florida.



and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

\* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

Thelma Shelton  
Thelma Shelton  
RECORDED  
PINELLAS CO. FLORIDA  
Thelma Shelton  
CLERK CIRCUIT COURT

William R. Marsh (Seal)  
William R. Marsh  
Ellan M. Marsh (Seal)  
Ellan M. Marsh  
\_\_\_\_\_  
(Seal)

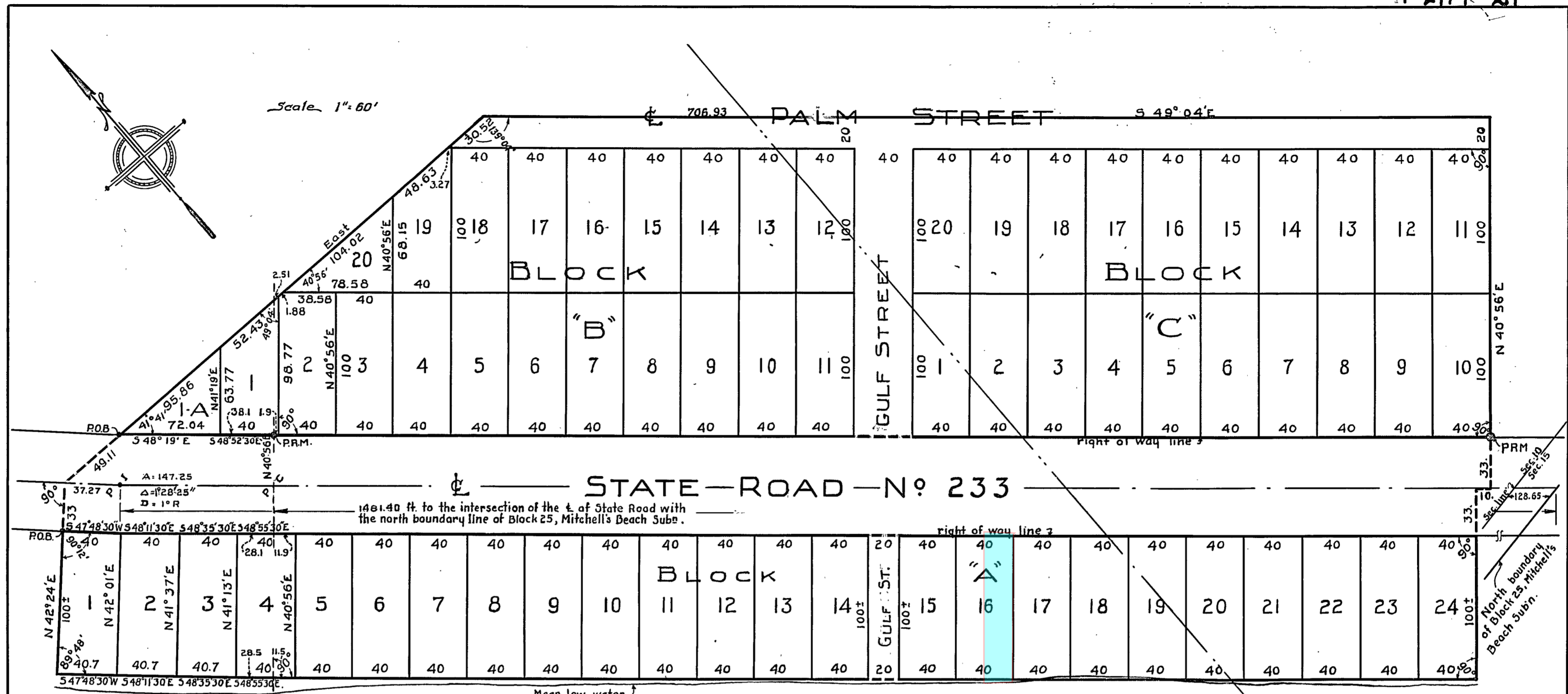
STATE OF FLORIDA  
COUNTY OF PINELLAS  
JUL 10 4 39 PM '75

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared WILLIAM R. MARSH and ELLAN M. MARSH, his wife

to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.  
WITNESS my hand and official seal in the County and State last aforesaid this 15 day of May 1975.

Thelma Shelton  
Notary Public

My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JULY 1978  
BONDED THRU GENERAL INSURANCE UNDER #11111



Plat Book 21 page 10

200 P.

RESOLUTION OF PARTIAL VACATION OF

SUBDIVISION HAS BEEN RECORDED IN

O. R. BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
ON \_\_\_\_\_ 19 \_\_\_\_\_

HAROLD MULLENDORE  
Clerk of the Circuit Court

BY: \_\_\_\_\_ Deputy Clerk

# GULF SHORES SUBN

BEING IN GOV'T LOT 2, SECTION 9&10, TOWNSHIP 31 S., RANGE 15 E.  
PINELLAS COUNTY, FLORIDA

**DESCRIPTION:** - From the intersection of the north boundary of Block 25, MITCHELL'S BEACH SUBN. as recorded in Book 3, Page 54, Pinellas County Records, with the center line of State Road No. 233, run northwest along said center line of State Road No. 233, a distance of 1481.40 ft. to a curve in said road, thence following such curvature to the right, radius 5729 ft. arc 147.25 ft. to a point.

**Block "A"** - From the above described point run at right angles to said curvature, southwesterly, 33 ft. to a point of beginning; thence continuing on said line 100± ft. to the waters of the Gulf of Mexico; thence southeast along the waters of said Gulf of Mexico 982.1± ft.; thence northeasterly at right angles to State Road No. 233 a distance of 100± ft. to the west right of way line of said State Road; thence northwesterly along the said right of way line 980 ft. to the point of beginning.

**Blocks "B" & "C"** - From the above described point the same being on the center line of State Road No. 233 run due east 49.11 ft. to a point of beginning; thence continuing east on said line 333.34 ft.; thence southeasterly and paralleling the said State Road No. 233, a distance of 706.93 ft. thence southwesterly and at right angles to said State Road, 220 ft. to the east right of way line of said State Road; thence run northwesterly along said right of way line 952.04 ft. to point of beginning.

**DEDICATION:** - We the undersigned, hereby certify that we are the owners of the above described tract hereby platted as the GULF SHORES SUBN and that we dedicate to the public all streets, alleys and public places shown on this plat of the subdivision of said lands.

Signed, sealed and delivered in the presence of

<u>James B. Howell</u>	Witness	<u>Hattie A. Balch</u>	Owner
<u>Henry U. Stone</u>	Witness	<u>F.V. Balch</u>	Owner
		<u>Vivian Parsley</u>	Owner
		<u>W.R. Parsley</u>	Owner

I HEREBY CERTIFY, that on this twenty second day of JULY, A.D. 1935 before me personally appeared HATTIE A. BALCH, joined by F.V. BALCH, her husband, and VIVIAN P. PARSLEY, joined by W.R. PARSLEY her husband, to me known to be the persons described in and who executed the foregoing certificate and dedication and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned; and the said HATTIE A. BALCH wife of the said F.V. BALCH, and VIVIAN P. PARSLEY wife of the said W.R. PARSLEY, on separate and private examinations taken and made by and before me and separately and apart from their said husbands did acknowledge that they made themselves party to the said plat and dedication for the purpose of renouncing, relinquishing and conveying all right, title and interest, whether of dower or separate property, statutory or equitable in and to the lands dedicated to the public and that they executed the same freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from their said husbands.

WITNESS my hand and official seal at St. Petersburg, County of Pinellas and State of Florida. The day and year aforesaid.

Henry U. Stone Notary Public State of Florida at large.  
My commission expires March 17th 1939

APPROVED for the board of County Commissioners this 23rd day of July - A.D. 1935.  
W.R. Parsley  
County Engineer

**SURVEYOR'S CERTIFICATE**  
I HEREBY CERTIFY that on this eleventh day of JULY A.D. 1935, this property was surveyed and staked and that monuments were set as indicated and that the dimensions, angles and lengths are correct.

W.R. Parsley  
State Engineer's License No. 231 State Surveyor's License No. 100

Pinellas County, FL  
 Work Request #: Madeira Beach Phase 1  
 Address: Gulf Blvd, Madeira Beach, FL 33708  
 STR: Section: 09; Township: 31 S; Range: 15 E

## EASEMENT

THIS EASEMENT (“**Easement**”) from **CITY OF MADEIRA BEACH**, a Florida municipal corporation (“**GRANTOR**,” whether one or more) to **DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY**, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns (“**GRANTEE**”);

### WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes and for the communication purposes of under, upon, across, through and within the following described lands in Pinellas County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of **GRANTEE**'s facilities to be installed at mutually agreeable locations over, under, upon, across, through and within the following described property to accommodate present and future development:

**The Southeast 20 feet of Lot 16, Block A, Gulf Shores Subdivision, according to map or plat thereof as recorded in Plat Book 21, Page 10, Public Records of Pinellas County, Florida.**

**Tax Parcel Number: 09-31-15-34308-001-0160**

The general scope and location of the facilities covered in this Easement have been agreed to by the parties hereto. This Easement will be replaced with a Descriptive Easement, as will be shown on a certified surveyed sketch of description to be provided by **GRANTEE** within ninety (90) days after the installation of Facilities by **GRANTEE**. If the Descriptive Easement is not executed by **GRANTOR** within forty-five (45) days of being provided by **GRANTEE**, **GRANTEE** will record this Easement.

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR**'s adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in

Prepared By:  
 Manny R. Vilaret, Esquire  
 Vilaret Law, PLLC  
 10901 Danka Circle, Suite C  
 St. Petersburg, Florida 33716

Return To: Duke Energy  
 Attn: Land Services  
 2401 25<sup>th</sup> Street North, SP-15  
 St. Petersburg, Florida 33713

the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

**GRANTOR** shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

**GRANTOR** hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, and is effective as of the Effective Date herein.

**GRANTOR:**  
**CITY OF MADEIRA BEACH, a Florida**  
municipal corporation

**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, City Clerk

\_\_\_\_\_  
Robin Gomez, City Manager

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

**SIGNED, SEALED AND DELIVERED**  
**IN THE PRESENCE OF:**

**Grantor(s) Mailing Address:**

\_\_\_\_\_  
300 Municipal Dr

\_\_\_\_\_  
Madeira Beach, FL 33708

\_\_\_\_\_  
Signature of First Witness

**First Witness Mailing Address:**

\_\_\_\_\_  
Print or Type Name of First Witness

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Second Witness

**Second Witness Mailing Address:**

\_\_\_\_\_  
Print or Type Name of Second Witness

\_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day \_\_\_\_\_, 20 \_\_\_\_, by Robin Gomez, its City Manager, respectively, of CITY OF MADEIRA BEACH, a Florida municipal, on behalf of the City who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_





## MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Jay Hatch, Recreation Director

DATE: 05/15/2024

**RE: Concession and Restroom Building Design**

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### **Background**

City staff, stake holders, and users have identified needed facility improvements related to the existing Concession Stand and Restroom facility currently located in R.O.C. Park. The City currently hosts numerous annual events, athletic competitions, and sport leagues within the park while having limited restroom access and concession operations. While exploring options for the project, staff have also identified areas of improvements on and around the existing courts to increase future programming opportunities and encompass them into the project, should it move forward.

Staff has worked with Colliers Engineering & Design, who is currently under contract (attached) with the City, for Design Services, as part of a continuing services agreement which was approved by the Board of Commissioners on September 13, 2023. Staff met with Colliers Engineering & Design for an initial discussion which led to the attached proposal.

The Recreation Department is requesting approval to move forward with the proposed Architectural and Engineering services provided by Colliers Engineering & Design, Inc. Should the proposal be approved, staff will better be able to identify the potential cost of this project to the City and identify opportunities for grants and other alternative funding sources. Deliverables for the projects are listed below.

#### Deliverables:

- Meeting agendas and summary notes for a maximum of four (4) meetings (digital PDF)
- Preliminary building program (digital PDF)
- Planning Memo (digital PDF)
- Three (3) draft schematic concepts and ROM cost estimates (digital PDF)
- One (1) final schematic concept and one (1) site concept plan (digital PDF)
- Project narratives for MEP/S

**Fiscal Impact**

\$100,000 is currently budgeted for FY 2024. The attached proposal is for a total lump sum fee on \$53,025.

**Recommendation**

Staff recommends approval of attached proposal.

**Attachments**

- Professional Services Proposal – Concession and Restroom Building MAD0004.
- Design Services Agreement – Colliers Engineering & Design

**DESIGN SERVICES AGREEMENT**

**THIS AGREEMENT** is hereby made and entered into this 20<sup>th</sup> day of September 2023, by and between the CITY OF MADEIRA BEACH, FLORIDA, (hereinafter referred to as "CITY"), and Colliers Engineering & Design, Inc., a Florida Corporation (hereinafter referred to as "CONSULTANT").

**WHEREAS**, CITY desires to engage a firm to provide professional consulting, engineering OR design services for the project hereafter described;

**WHEREAS**, CITY desires to engage CONSULTANT to provide consulting, engineering and design services upon the Scope of Services to be issued subsequent to the execution of this agreement;

**WHEREAS**, CONSULTANT is qualified and able to provide the services described herein;

**WHEREAS**, this agreement has been properly approved by the appropriate authority for CITY and CONSULTANT.

**NOW, THEREFORE**, for an in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable, and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1 - PROJECT**

**1.1 PROJECT**

CONSULTANT shall provide CITY consulting, engineering, or design services in accordance with this Agreement and as more particularly described in the Scope of Services hereafter issued to CONSULTANT by CITY in accordance herewith (hereinafter "SERVICES"). The SERVICES shall be provided for the project more particularly described in the Scope of Services hereafter issued to CONSULTANT by CITY in accordance herewith.

**1.2 PROJECT TERM AND PARAMETERS**

1.2.1 CONSULTANT shall serve as the CITY's Engineer of Record for a three (3) year term with two (2) one year extension options. 1.2.2. The consulting firm shall assist the City towards solutions to engineering problems and designate the approach or technique to be used towards accomplishment of the City's objective for each project or assignment. The firm's services may include, but not be limited to, planning, design, surveys, reviews, construction specifications, construction observation, and permitting. Consulting firms may also be asked to provide engineers for emergency inspections following a natural disaster.

1.2.3 Each individual engineering PROJECT may be competitively bid in phases or on a specific engineering project basis. The budget for each phase of the PROJECT shall be as set forth in the Scope of Services for each phase of the PROJECT executed pursuant hereto. CONSULTANT acknowledges that the PROJECT is publicly funded and budgeted and that fiscal constraints may cause CITY to change the scope or size of the PROJECT, or any phase thereof, or terminate the PROJECT in its entirety. If the PROJECT is adjusted, CONSULTANT'S compensation shall be adjusted as provided herein. CONSULTANT shall designate, in writing, a representative to act for CONSULTANT on the PROJECT, to receive notices and communications from CITY. Additional representatives may be designated in a Scope of Services to have primary responsibility for any particular phase of the PROJECT, but the PROJECT representative shall have primary overall responsibility for the PROJECT.

## ARTICLE II - SERVICES

### 2.1 SCOPE OF SERVICES

2.1.1 CONSULTANT shall provide overall concept plans, architectural designs, drawings, specifications, review, advice, mapping, planning, landscape architecture, environmental services, engineering designs, construction phase services, construction inspections, and public input services relative to the PROJECT in accordance with the applicable Scope of Services set forth below.

**Engineering Firms must have demonstrated In-house competence in the following areas:**

- Roadway Design
- Stormwater Drainage and Inspection (with coastal communities)
- Pavement Management
- Landscape Architectural Services
- Park Design (active, passive, and coastal)
- NPDES Services (including field inspection services)
- Water Quality Monitoring
- Stormwater Utility Services
- FDOT, FDEP, USACE, and SWFWMD
- FEMA Hazard Mitigation Grant Contract/Construction Administration
- FEMA and Floodplain Code and Ordinance Compliance

**Engineering Firms Team must have demonstrated competence in the following areas:**

- Structural Engineering
- Architectural Services
- Bridge Inspection and Design
- Surveying
- Construction Engineering and Inspection (CEI)
- Geographic Information Systems Programming
- FDOT Local Agency Program (LAP) Projects
- Mapping/ GIS/ Asset Management
- Environmental Engineering

**General Engineering Services to include (but not limited to) design and consultation services for the following upcoming projects:**

- Roadway Rehabilitation and Reconstruction
- Roadway design
- Sidewalk and Curb Construction
- Parks and Parkway Improvements
- Lift Station Rehabilitation
- Sanitary Sewer Pipe Installations
- Bridge Repairs
- Roof Replacements/Repairs
- Stormwater Improvements
- Reclaimed Water Pipe & Service Line Replacements
- Seawall Repairs and Reconstruction
- Facility design and commissioning
- Environmental Assessments
- Structural Analysis
- Plan Review
- FDEP NPDES MS4 permit services.
- Marina Facilities

- Rate Studies for City provided services.
- FEMA Hazard Mitigation Grant Administration

**Additional services may include, but are not limited to some or all the following projects:**

- Multimodal design: public and private realm design graphics for pedestrian, bicycle, transit, and vehicular use; Street-level renderings and visuals; Land Development code amendments that support multimodal design.
- “Smart code” preparation, calibration or form-based code writing.
- Multimodal transportation districts (data and analysis, technical report, comprehensive plan amendment).
  - Transportation modeling.
- Reviewing traffic studies submitted as part of site plan approval.
- Impact fee studies.
- Urban design and design guidelines.
- Assistance with planning-related public outreach and workshops, including but not limited to design charrettes.
- Analysis of planning data.
- “Green” (LEED or FGBC) site design standards, land development code regulations

**2.1.2** - The consulting firm(s) will be working on an as-needed basis, and this contract does not guarantee the selected consultant(s) a minimum number of projects.

**2.1.3** - The City reserves the right to issue separate contracts for specific services at the city’s sole discretion

**2.1.4** - The following accreditations of each firm’s employees or sub-consultants are highly desirable: AICP, AIA, ASLA, or LEED certified professionals.

**2.1.5** - The selected consulting firm(s) will be working on an as-needed basis, and this contract does not guarantee the selected consultant(s) a minimum number of projects.

**2.1.6** - The City reserves the right to issue separate contracts for specific services at the city’s sole discretion.

**2.1.7** - One or more Scope of Services for SERVICES on the various phases of the PROJECT shall be submitted by CONSULTANT, and upon written approval by CITY, shall be incorporated herein.

**2.1.8** - The SERVICES shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Work Schedule incorporated within the Scope of Services.

## **2.2 PROJECT STUDY AND DESIGN SERVICES**

As specifically authorized by a Scope of Services approved by CITY in writing, CONSULTANT shall perform the following services:

**2.2.1** CONSULTANT shall conduct planning, engineering, field testing, investigations, and studies, and prepare engineering reports and cost estimates, pertaining to the PROJECT. CONSULTANT shall prepare the detailed design for any phase of the PROJECT that has been approved by CITY. The detailed design shall include detailed construction drawings, specifications, and contract documents suitable for inviting construction bids for each phase of the PROJECT. The SERVICES shall include the preparation of an estimate of probable cost of construction based upon completed construction plans. One (1) set of reproducible drawings and an electronic version and the number of complete sets of drawings, specifications and contract documents set forth in the Scope of Services shall be submitted to CITY by CONSULTANT

for each phase of the PROJECT. When CADD software is used on the PROJECT, CONSULTANT shall submit a copy of all drawing files on computer disc or CD ROM, as specified by CITY, in addition to the reproducible drawings.

2.2.2 CONSULTANT shall prepare, when requested by CITY, Design Reports for Immediate Action Improvements. Immediate Action Improvements shall include phases of a smaller nature with minimal construction costs, as outlined in the Scope of Services. Such Design Reports shall set forth the design bases, criteria, assumptions, schematics, materials, description, and equipment evaluation and preliminary selection thereof, with capacities, and such other information and material as may be appropriate to thoroughly describe the intended design. Public participation shall be utilized as appropriate and identified in the Design Report. A minimum of one (1) copy of each Design Report shall be submitted to CITY's representative. CONSULTANT shall not proceed with detailed project design until such time as CITY approves the Design Reports for said Immediate Action Improvement.

2.2.3 CONSULTANT shall confer, as authorized, with officials of state, federal and local agencies having jurisdiction over the PROJECT, during the preparation of the drawings and specifications, and shall assist CITY in obtaining approval of the same and in obtaining required permits from and agreements with such agencies. CONSULTANT shall research the availability of, and obtain, existing records, reports, maps, plans, aerial photographs, surveys, and other data from other agencies for use on the PROJECT.

2.2.4 CONSULTANT shall review laws, codes and regulations applicable to the PROJECT, and shall incorporate all legal requirements, and requirements of government agencies having jurisdiction over the PROJECT, into the design thereof.

## **2.3 ENGINEER SERVICES**

As specifically authorized by the Scope of Services approved by CITY in writing, CONSULTANT shall perform the following services:

2.3.1 CONSULTANT shall furnish a chief resident engineer or construction observer for observation of construction, and assistants (including other field staff, related office management and clerical staff) as may be needed. All of which shall be under the general direction and instruction of the CONSULTANT.

2.3.2. CONSULTANT shall arrange for and accompany CITY officials in partial payment and final payment inspections of the construction as may be authorized to ensure that the work is completed as invoiced.

## **2.4 SCHEMATIC DESIGN**

2.4.1 CONSULTANT shall prepare Schematic Designs for review with CITY and other design professionals on the PROJECT, in accordance with the approved Scope of Services for the PROJECT.  
2.4.2.

CONSULTANT shall work with CITY and the other design professionals on the PROJECT to define the PROJECT construction, improvement, and renovation, and to provide design assumptions, which facilitate preparation of an estimate of construction cost. CONSULTANT shall obtain CITY's approval prior to proceeding with Design Development.

## **2.5 DESIGN DEVELOPMENT**

2.5.1 CONSULTANT shall provide engineering design development documents for the PROJECT that shall include drawings and material specifications. Material specifications shall be in outline format.

Design development drawings shall be submitted by CONSULTANT in accordance with the approved Scope of Services for the PROJECT.

2.5.2. CONSULTANT shall develop the Design Development documents in consultation with CITY, and in coordination with the other design professionals on the PROJECT to ensure coordination of PROJECT design, material quality and construction budget. At the close of the Design Development phase, CONSULTANT shall obtain CITY's approval prior to proceeding with construction documentation.

## 2.6 CONSTRUCTION DOCUMENTS

2.6.1 CONSULTANT shall prepare engineering construction documents for the PROJECT, including all drawings and specifications reasonably required by normal industry practice to support the construction, in accordance with the approved Scope of Services for the PROJECT.

*2.6.2 During the course of construction the contractor and/or Engineer shall keep at site a set of markup prints indicating changes from original drawings. Drawing will be available for review by Engineer. Mark-up prints shall be used by the Engineer to prepare two (2) sets of as-builts as record of all construction revisions. Two sets of as-built drawings will be provided to the City at no extra cost.*

## 2.7 BIDDING

2.7.1 CONSULTANT shall provide reproducible copies of Construction Documents, attend one (1) pre-bid meeting, provide efficient and prompt communications with all bidders, attend one (1) bid opening, and provide continuity of PROJECT management. The construction contract shall be on a form provided by CITY with recommendations from CONSULTANT as to the content thereof. CONSULTANT shall provide bid documents to prospective bidders. CONSULTANT shall respond to questions from prospective bidders, as necessary.

2.7.2 If the budget for any phase of the PROJECT is exceeded by the lowest bona fide and qualified bidder, without further compensation to CONSULTANT, CITY shall:

- 2.7.2.1 provide written authorization for an increase in the budget;
- 2.7.2.2 authorize rebidding of the phase of the PROJECT, within a designated time period;
- 2.7.2.3 terminate that phase of the PROJECT; or
- 2.7.2.4 revise the scope of that phase of the PROJECT as required to reduce the cost of the work.

## 2.8 CONSTRUCTION ADMINISTRATION

2.8.1 In no event shall CONSULTANT visit the site less than once a week. CONSULTANT shall report to CITY on the progress and quality of the work and whether such work is proceeding in accordance with the Contract Documents. Such reports shall be made to the City Manager or his/her designee of CITY on a weekly basis.

2.8.2 CONSULTANT shall provide construction administration services for the engineering aspects of the PROJECT. CONSULTANT shall maintain contractor compliance with the construction documents.

Construction administration services for this PROJECT shall include, without limitation:

- 2.8.2.1 Attend pre-construction meeting;
- 2.8.2.2 Attend weekly coordination meetings;

- 2.8.2.3 Review requisitions and change order proposals from the Contractor;
- 2.8.2.4 Make on-site visits to observe progress of construction and conformance to construction documents;
- 2.8.2.5 Provide response and clarification of field requests for information (RFIs); and
- 2.8.2.6 Process shop drawings submitted.
- 2.8.2.7 Collections of warranties, and operating manuals.
- 2.8.3 CONSULTANT shall provide payment administration services for the construction aspects of the PROJECT.
- 2.8.3.1 Review and approve applications and certificates for payments.
- 2.8.3.2 Processing of contractor's final payment
- 2.8.3.3 Collection of releases of liens.

## 2.9 AUTHORIZATION OF WORK

2.9.1 All work to be performed by CONSULTANT under this Agreement shall first be authorized by CITY by written Scope of Services, pursuant to the following:

2.9.1.1 Authorizations approved by CITY shall contain a description of the Work to be undertaken. The authorization shall also contain a budget amount of the fee to be paid based upon the applicable method for calculating the fee, and such budget amount shall not be exceeded, unless prior written approval by CITY is obtained. The form and format of the budget shall be in sufficient detail so as to identify the various elements of cost and shall be subject to approval of CITY. A scope of services for all phases of the PROJECT shall be prepared by CONSULTANT and subject to written approval of CITY.

2.9.1.2 The authorization may contain additional instructions or provisions specific to the authorized Work for the purpose of expanding upon certain aspects of this Agreement pertinent to the Work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement, except as to the specific projects to which such additional instructions or provisions pertain.

CONSULTANT shall not be entitled to compensation for any work performed by CONSULTANT without the necessary written authorization.

## 2.10 GENERAL SERVICES DURING CONSTRUCTION

2.10.1 As may be specifically authorized by written Scope of Services, CONSULTANT shall:

2.10.1.1 Furnish general planning, environmental and engineering services during construction of phases of the PROJECT for which drawings, specifications and contract documents have been previously prepared by CONSULTANT or accepted by CONSULTANT as being suitable for use.

2.10.1.2 The SERVICES shall include advice and assistance, if required, to CITY in the receipt and analysis of bids and the award of construction contracts, advice and assistance during construction, preparation of such sketches as are needed to resolve actual field conditions, provide any field surveys and/or measurements related to the engineered project, review of shop drawings and working drawings submitted by the contractors, periodic observations of work in progress, review of cost estimates for payments to the contractors during the progress of and upon completion of the contracts, and observation of the final testing and final inspection of the completed Work.



2.10.1.3 Review materials and equipment submittals tendered by bidders and contractors when such submittals are alternatives to those specified or previously approved.

2.10.1.4 Review and report on claims for extra compensation or time extensions submitted by contractors.

2.10.1.5 When requested by CITY, prepare, and submit proposed contract change orders.

2.10.1.56 Prepare and submit monthly progress reports covering the general progress of the Work which describe construction activities, schedules, costs, and problems occurring during the period.

## **2.11 POST CONSTRUCTION**

2.11.1 CONSULTANT shall provide PROJECT closeout services, including walk-through service at the conclusion of the PROJECT build-out.

2.11.2 CONSULTANT shall obtain authority from any surety for the making of periodic or final payments to any contractor.

2.11.3 CONSULTANT shall provide two (2) sets of as-built drawings to the City. Sealed as-built drawings will be on both printed documents and digital format.

## **ARTICLE 3 – CITY RESPONSIBILITIES**

### **3.1 COVENANTS BY CITY**

3.1.1 CITY shall:

3.1.1.1 Pay such fees as are due and payable to CONSULTANT, according to the schedule set forth in the Scope of Services for services authorized, in advance in writing, and properly performed.

3.1.1.2 Appoint a representative under this Agreement, with authority to authorize Work under this Agreement, transmit instructions, receive information, and transmit interpretations and definitions of the CITY'S policy and decisions pertinent to the Work covered by the applicable Scope of Services.

3.1.1.3 Make available, upon request of CONSULTANT, all existing records, reports, maps, plans, aerial photographs, surveys, or other data in CITY'S possession pertaining to the Work on the PROJECT under any Scope of Services authorized hereunder.

3.1.1.4 Make facilities and properties, under CITY'S control, available and accessible for inspection and access by CONSULTANT, for the performance of the Work hereunder.

3.1.1.5 Pay the publication costs for advertisements for qualified bidders for construction of the PROJECT, as budgeted.

3.1.1.6 Pay all permit fees required by agencies having jurisdiction over the PROJECT, unless otherwise agreed to by the parties.

3.1.1.7 Provide information concerning its objectives, schedule, constraints, budget with reasonable contingencies, and criteria for the PROJECT.

## **ARTICLE 4 - ADDITIONAL SERVICES**

4.1 The following shall not be included within the SERVICES provided by CONSULTANT, hereunder:

- 4.1.1 Soils engineering if required;
- 4.1.4 Design of telephone, intercom, or computer systems;
- 4.1.5 Payment of impact and permitting fees; and
- 4.1.6 Materials testing.

4.2 Services additional to the SERVICES shall be provided by CONSULTANT if authorized, in writing, by CITY.

4.3 CONSULTANT shall, when authorized by Scope of Services, in writing, by CITY from time to time:

4.3.1 Assist CITY and serve as technical representative in meetings, correspondence and other forums as required with adjacent jurisdictions, service providers, utility customers and franchise holders.

4.3.2 Make necessary field surveys (including easement plans and description) not otherwise provided by CITY.

4.3.3 Prepare necessary state and federal grant application forms; provide additional planning, environmental, engineering services, special plans and descriptions, as may be required to assist CITY in obtaining various permits and approvals for construction and operation; and prepare for and attend public meetings and hearings as may be authorized by CITY.

4.3.4 Furnish additional copies of drawings, specifications, contract documents, special drawings, reports, and similar documents.

4.3.5 Prepare a set of reproducible record drawings of the completed Work based upon marked-up prints, drawings and other data furnished by the contractor to CONSULTANT showing those changes made during the construction process.

4.3.6 Revise previously approved studies, reports, design, documents, drawings and specifications.

4.3.7 Prepare detailed renderings, exhibits or scale models of projects.

4.3.8 Furnish advice and assistance in the organization of an operation and maintenance staff, in the delegation of routine operating duties, in the organization of sampling and analyses, in the operating and testing of equipment, in the preparation of operating and laboratory report forms, in the adjustment of treatment processes for more efficient performance and assist in the operation of the facilities.

4.3.9 Prepare operation and maintenance manuals for the use of CITY personnel for selected projects; 4.3.10 Conduct investigation and prepare reports pertaining to operations, maintenance and overhead expenses; prepare rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; prepare detailed quantity surveys of material and labor; and prepare material audits or inventories required for certification of force account construction performed by CITY.

4.3.11 Perform additional services resulting from projects involving more than one general construction contract, separate construction contracts for different building trades, or separate equipment contracts.

4.3.12 Perform additional services in connection with the rejection and re-bidding of construction projects.

4.3.13 Review a project prior to the expiration of the guarantee period and to report observed discrepancies under guarantees provided by the construction contract.

4.3.14 Perform additional services during construction made necessary by Work damaged by fire or other cause during construction, acceleration of the work schedule involving services beyond normal working hours, or contract default due to delinquency or insolvency.

4.3.15 Serve as an expert witness for CITY in any litigation or arbitration and to assist CITY in preparing for litigation or arbitration; and

4.3.16 Advise and assist in wholesale service agreements, service area establishment, capital improvement planning, planning services in accordance with Chapter 163, F.S., Comprehensive Planning Act requirements, Redevelopment Districts, Special Districts, or Target Areas, and other services as requested by CITY.

4.3.17 Perform contract administration and related report preparation, owner, contractor and intergovernmental/interagency communications, and file management for FEMA hazard mitigation grant projects.

**ARTICLE 5- PERSONNEL**

5.1 CONSULTANT’S professional personnel who shall be assigned to the PROJECT shall be as set forth in the Scope of Services for each phase of the PROJECT, as designated therein.

5.2 CONSULTANT shall be the primary consultant on the PROJECT, and the following sub-consultants shall perform SERVICES hereunder, without additional compensation by CITY:

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5.3 Any of the sub-consultants may be replaced, upon agreement of the parties. Any replacement or additional sub-consultants shall be subject to CITY’S approval.

**ARTICLE 6 -SCHEDULE**

6.1 CONSULTANT shall proceed with the SERVICES upon receipt of CITY’S signed authorization to proceed. Following the initial planning meeting with CITY and the other design professionals on the PROJECT, CONSULTANT shall prepare a master PROJECT schedule, on a task-by-task basis, including the analysis, design and documentation work to be accomplished. CONSULTANT shall submit for CITY’S approval a schedule for the performance of the SERVICES, which shall include allowances for periods of time required for CITY’S review and approval of submissions by authorities having jurisdiction over the PROJECT. Time limits established by the schedule approved by CITY shall not be exceeded by CONSULTANT. Time is of the essence in the performance of the SERVICES by CONSULTANT. The preliminary schedule shall be as provided in the Scope of Services for each phase of the PROJECT.

## **ARTICLE 7 – FEES AND COSTS**

### **7.1 PAYMENT FOR SERVICES**

7.1.1 CITY shall pay CONSULTANT for all services authorized and properly performed subject to the budget set out in the Scope of Services, by one of the following methods, as agreed in writing, in advance, by the parties:

7.1.1.1 A mutually agreed upon lump sum of \_\_\_\_\_; or 7.1.1.2 At the hourly rates as set forth in the attached rate sheet. Sub-consultant costs shall be invoiced at the actual fee paid by CONSULTANT; or

7.1.1.3. On a cost-plus multiplier of \_\_\_\_\_ based on direct salary costs times a factor of \_\_\_\_\_ as determined by agreement of the parties, where salary cost is actual salary and wages. Direct labor costs are based on the actual weekly compensation paid to personnel divided by 40 hours. The multiplier factor compensates for indirect salary costs, overhead operating costs, and profit allowance.

Sub-consultant fees shall be invoiced at the actual fees paid by CONSULTANT; or

7.1.1.4 Such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto.

7.1.2 Reimbursable expenses shall be invoiced at the actual expenditures incurred by CONSULTANT as follows:

7.1.2.1 Expense of transportation and living when performing travel authorized in writing by City, for long distance calls and telegrams, and for any fees paid for securing approval of authorities having jurisdiction over the Scope of Services. CITY shall pay such fees, directly, when a price advantage is available.

Travel expenses shall be in accordance with CITY’S travel and per diem allowance schedule. Travel to CITY offices and work sites and telephone and other consultation with CITY shall not be reimbursable; and

7.1.2.2 Expenses for reproduction, postage and handling of drawings and specifications, except file copies, such copies as required to facilitate review and approval and copies provided to contractors in accordance with terms of a contract. Copies provided to prospective bidders shall be sold, directly, to the prospective bidders by CONSULTANT.

7.1.3 All fees shall be invoiced monthly and are due and payable monthly. The monthly amount due shall be determined as the costs are incurred for SERVICES performed using the multiplier or hourly method of compensation defined above, or in proportion of the work completed for services to be performed when a lump sum method of compensation is used, in accordance with the Scope of Services issued by CITY.

7.1.4 If during and after the completion of the drawings, specifications and contract documents described in this Agreement, in accordance with the directions of CITY, it becomes necessary to review or revise the drawings, specifications or contract documents due to changes in federal, state, or city law, rules, regulations or other requirements adopted after preparation thereof, payment for

such review or revision shall be made to CONSULTANT according to such method or methods of calculating the fee as may be mutually agreed upon in advance, in writing. Other changes or revisions shall be made only upon written authorization of CITY directing such changes, review or revisions by CONSULTANT. SERVICES for such changes or revisions shall be paid for at a mutually agreed upon lump sum or at the rates of payment described above, as agreed in advance, in writing, by the parties.

7.1.5 CONSULTANT warrants that it has not employed or retained any company or person, other than bona fide employees working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

## **ARTICLE 8 - MISCELLANEOUS**

### **8.1 TERMINATION**

8.1.1 Either party may terminate this Agreement, without cause, prior to the execution of any Scope of Services hereunder, or after completion of all Work required under any purchase orders previously issued hereunder.

8.1.2 CITY may suspend, cancel or abandon any part or phase of the PROJECT described in the Scope of Services, or the services of the CONSULTANT called for under the Scope of Services, without cause, upon providing CONSULTANT five (5) days prior written notice, and CONSULTANT shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment.

8.1.3 It is expressly understood by CONSULTANT that the PROJECT is contingent upon the availability of sufficient funding for the same, and the PROJECT may be reduced or enlarged in scope and the architectural services and payments provided hereunder may be adjusted accordingly, as determined by CITY in its sole discretion.

### **8.2 OWNERSHIP OF DOCUMENTS, MATERIALS**

8.2.1 Reproducible copies of all documents, including without limitation all reports, estimates, plans, drawings, exhibits, tests, specifications, and electronic record drawings, prepared for the PROJECT, shall be the property of CITY and shall be delivered to CITY upon completion of each said document. CITY may utilize any documents prepared by CONSULTANT or any sub-consultant hereunder in any manner it chooses, in its sole discretion, without being subject to any copyright protection.

8.2.2 All documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by others on extensions of the PROJECT or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purposes intended shall be at CITY'S sole risk. Any such verification or adaptation by CONSULTANT shall entitle CONSULTANT to further compensation at rates to be agreed upon by the parties.

8.2.3 Any equipment, materials or supplies for which CITY pays a specific charge under this Agreement shall become the property of CITY upon completion of the part or phase of the PROJECT for which the item was specifically purchased, but in no event later than termination of this Agreement.

### **8.3 PUBLIC RECORDS**

8.3.1 Contractor acknowledges that it is acting on behalf of a public agency; this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. CONSULTANT acknowledges that some or all the documents generated or kept by CONSULTANT, or any sub-consultant may be deemed to be public records under Florida law, and CONSULTANT fully accepts any responsibility required by law in producing or making available said documents.

8.3.2 Contractor shall comply with the following with regard to public records and agrees to the following:

8.3.2.1 The Contractor shall keep and maintain and not delete any and all public records required by the public agency and contractor necessary to perform the service.

8.3.2.2 Upon request from the public agency's custodian of public records, the Contractor shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.

8.3.2.3 The Contractor shall ensure that public records that are exempt or confidential and, therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.

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

8.3.2.5 A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request. The Contractor must provide the records to the public agency or allow the records to be inspected, copied or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.

8.3.2.6 If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

8.3.2.7 A Contractor who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

8.3.2.8 If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award

against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if: The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time, and; At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

8.3.2.9 The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed in this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

8.3.2.10 A Contractor who fully, completely, and timely complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

8.3.2.11 If the Contractor Has Questions Regarding the Application Of Chapter 119, Florida Statutes, To The Contractor's Duty To Provide Public Records Relating To This Contract, Contact The Custodian Of Public Records At:

City of Madeira Beach  
 City Clerk Clara VanBlargan  
 Madeira Beach, FL 33708 727-391-9951 Ext. 231  
 cvanblargan@madeirabeachfl.gov

## **8.4 WARRANTY, INSURANCE AND LIABILITY**

8.4.1 CONSULTANT warrants that the SERVICES shall be carefully, skillfully, and timely performed; in accordance with the standard for such professional services at the time those services are rendered.

8.4.2 Throughout the term of this Agreement and until the completion of all construction of the PROJECT, CONSULTANT shall carry liability insurance for injury or loss arising from comprehensive general and automobile exposures at a minimum of \$1,000,000.00 per individual, per occurrence, and professional liability insurance in an amount not less than \$1,000,000.00. CONSULTANT shall provide to CITY certificates of insurance evidencing the existence of each required insurance policy, within (30) days of the date of this Agreement. The certificates of insurances shall provide that CITY be notified at least (30) days prior to the cancellation or reduction in policy limits of the policy. Additional certificates of the insurance required hereby shall be provided by CONSULTANT at any time requested by CITY.

## **8.5 INDEMNIFICATION**

8.5.1 CONSULTANT shall indemnify, hold harmless, and defend CITY, its commission members, officers, agents, attorneys, and employees from, and against all liability and expense, including attorney's fees incurred thereby through all appellate proceedings, arising from any claims, demands, damages, suits, administrative proceedings, actions and causes of action, in law or equity of whatever kind or nature, whatsoever for personal injuries, property damage, equitable relief, fines, penalties or other liability of any kind, resulting from the performance of the SERVICES hereunder. CONSULTANT'S liability hereunder

shall include all attorneys' fees and costs incurred by CITY in the enforcement of this indemnification provision. The claims covered by this section shall include claims made by CONSULTANT'S employees, and CONSULTANT hereby waives its entitlement, if any, to immunity under Chapter 440, Florida Statutes

8.5.2 The obligations of the CONSULTANT under this section shall not be limited in any way by any immunity from or limitation of liability that the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations under this section shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained by CONSULTANT under this Agreement.

8.5.3 CITY shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONSULTANT of any of its obligations hereunder. CONSULTANT shall obtain the prior written consent of CITY prior to entering any settlement of such claim.

8.5.4 Each party shall cooperate, and cause its agents, employees, and attorneys to cooperate, in the defense of any third-party claim, and shall furnish such records and information, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith.

## **8.6 OTHER REQUIREMENTS**

8.6.1 Nothing contained herein guarantees CONSULTANT any amount of work or compensation. This Agreement shall not be considered an exclusive agreement, and CITY shall not be obligated to exclusively use the services of CONSULTANT for any project it undertakes.

8.6.2 This Agreement supersedes all prior negotiations and oral or written agreements heretofore made relating to the subject matter and constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except in writing and signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. The failure to enforce any provision or part of this Agreement shall not constitute a waiver of the right to enforce any part or provision hereof, including the same part or provision in the future. If any portion or part of this agreement is declared invalid by a court of competent jurisdiction, the remainder hereof shall remain in full force and effect.

8.6.3 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8.6.4 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto a) irrevocably submits itself to the exclusive jurisdiction and venue of the Circuit Court of the State of Florida, Pinellas County, and the jurisdiction of the United States District Court for the Middle District of Florida, Tampa Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.

8.6.5 This Agreement shall create no rights or claims whatsoever in any person other than a party hereto, except as provided herein. There shall be no third-party beneficiaries under this Agreement of any kind.



8.6.6 In the event either party employs an attorney to enforce any of the conditions of this Agreement, or to enforce any covenants hereunder, or to enforce any of the rights, remedies, privileges or options at law or in equity, or in any action between the parties, the prevailing party shall be entitled to reimbursement from the non-prevailing party of all costs and expenses incurred or paid by the prevailing party in so doing, including without limitation, all attorneys' and paralegal fees and costs whether the matter is settled privately, by arbitration, or by legal action at the trial court level and at any and all appellate court levels in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, post-trial and all appellate proceedings, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings.

8.6.7 If any construction bids received exceed CITY'S PROJECT budget, as the same may be adjusted, CONSULTANT shall reduce the scope of work, accordingly, and rebid the project without any additional fee to CITY.

8.6.8 All final plans and specifications shall be submitted to the City Commission of CITY for review and approval. All modifications of this agreement shall not be effective unless approved by the City Commission of CITY, in writing.

8.6.9 Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_

As to CITY:

City Manager & City Clerk  
City of Madeira Beach, Florida  
300 Municipal Dr.  
Madeira Beach, Florida 33706

8.6.10 Notwithstanding the use of the term "consultant" in this Agreement to describe CONSULTANT, CONSULTANT and all sub-consultants shall be deemed design professionals providing professional design services for the construction of improvements to real property, for all purposes.

**8.7 FLORIDA PUBLIC ENTITY CRIMES ACT**

Prior to, and during the term of any contract with the City, the City requires that the CONSULTANT shall comply with The Florida Public Entity Crimes Act, §287.133, Fla. Stat. All Proposals and contracts shall include a complete and sworn statement pursuant to §287.133(3)(a), Fla. Stat., attached hereto as Exhibit A.

**8.8 DRUG FREE WORKPLACE CERTIFICATION**

The CONSULTANT shall include a signed and completed Drug Free Workplace Certification, attached hereto as Exhibit B.

and completed Drug Free Workplace Certification, attached hereto as Exhibit B.

**8.9 ACCEPTANCE OF CONTRACT:**

The parties agree that the prices, scope of work, terms and specifications set forth in this contract are satisfactory and are hereby accepted and agreed to by the City of Madeira Beach, Florida and Contractor upon signature of both parties, and upon signature of both parties the Contractor is authorized to do the work as specified in this agreement as agreed to by:

CITY: [Signature]  
Signature: \_\_\_\_\_ Date: 9-20-2023  
City of Madeira Beach Florida

CONSULTANT\*: [Signature]  
Signature: \_\_\_\_\_ Date: 08/24/2023  
Print Name: Michael Ehrhart  
For Colliers Engineering & Design, Inc. ("Contractor")  
Mailing address: 5471 West Waters Ave, Suite 100. Tampa, FL 33634  
Email address: michael.ehrhart@collierseng.com  
Phone: 813-207-1061

**\*Consultant's Signatory Requirements.** In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF MADEIRA BEACH by Michael Ehrhart, Associate Principal [print individual's name and title]

for Colliers Engineering and Design, Inc. d/b/a Maser Consulting [print name of entity submitting sworn statement]

whose business address is: 5471 W Waters Ave Suite 100, Tampa, FL. 33634

and Federal Employer Identification Number (FEIN) is 22-2651610, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of *nolo contendere*; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity,



**DRUG FREE WORKPLACE  
CERTIFICATION.**

**SWORN STATEMENT ON DRUG FREE WORKPLACES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Madeira Beach by  
Michael Ehrhart

[print individual's name and title]

Associate Principal for  
Coillers Engineering and Design, Inc. d/b/a Maser Consulting

[print name of entity submitting sworn statement]

whose business address is: 5471 W Waters Ave Suite 100, Tampa, FL. 33634  
and (if applicable) its Federal Employer Identification Number (FEIN) is 22-2651610 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it will provide a drug free workplace by:

Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the workplace.
  - (ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.
  - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) the penalties that may be imposed upon employees for drug abuse violations.
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).
- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
- (i) abide by the terms of the statement; and
  - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
- (4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace as required by subsection 3-101(7)(B).

**Signatory Requirement.** In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

Signature: *M. Eguia*  
 Title: Associate Principal  
 Company: Colliers Engineering and Design, Inc. d/b/a Maser Consulting

**NOTARY PUBLIC**

STATE OF FLORIDA

CITY OF Tampa

Sworn to and subscribed before me this 18th day of July 2023

by Michael Ehrhart, Associate Principal who is

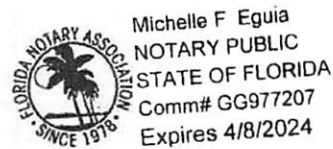
personally known to me OR Produced identification

Personally known [type of identification]

My commission expires 4/8/24

Notary Public Signature  
[Print, type or stamp Commissioned name of Notary Public]

*M. Eguia*  
Michelle F. Eguia







[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Profit Corporation

COLLIERS ENGINEERING & DESIGN, INC.

### Filing Information

<b>Document Number</b>	F20000004205
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<b>Event Date Filed</b>	12/14/2020
<b>Event Effective Date</b>	NONE

### Principal Address

101 Crawfords Corner Road  
SUITE 3400  
Holmdel, NJ 07733

Changed: 04/24/2023

### Mailing Address

101 Crawfords Corner Road  
SUITE 3400  
Holmdel, NJ 07733

Changed: 04/07/2023

### Registered Agent Name & Address

CT CORPORATION SYSTEM  
100 S POINE ISLAND RD  
PLANTATION, FL 33324

### Officer/Director Detail

#### **Name & Address**

Title Director

HANEY, KEVIN L  
101 Crawfords Corner Road  
SUITE 3400  
Holmdel, NJ 07733



Title President

HANEY, KEVIN L  
101 Crawfords Corner Road  
SUITE 3400  
Holmdel, NJ 07733

Title EXEC

MASER, RICHARD M  
101 Crawfords Corner Road  
SUITE 3400  
Holmdel, NJ 07733

Title Treasurer, Director, VP

PONZIO, LEONARDO E  
101 Crawfords Corner Road  
SUITE 3400  
Holmdel, NJ 07733

Title COO

DOPICO, JOSEPH A  
555 Hudson Valley Avenue, Suite 101  
NEW WINDSOR, NY 12553

Title Other

EHRHART, MICHAEL  
5471 WEST WATERS AVENUE  
TAMPA, FL 33634

Title Other

Diaz LaRosa, Aimara  
7400 Corporate Center Drive  
SUITE C  
MIAMI, FL 33126

Title Other

WYGANT, CLAY  
2703 BROADBENT PARKWAY NE, STE B  
ALBUQUERQUE, NM

Title Other

Senne, PATRICK  
5471 West Waters Avenue  
Tampa, FL 33634

Title Other

Nolan, PAUL  
101 Crawfords Corner Road, Suite 3400  
Holmdel, NJ 07733

Title Other

Costa, Luis  
7284 West Palmetto Park Road  
Suite 201-S  
Boca Raton, FL 33433

Title VP, Secretary

Curtis, Brian E.  
101 Crawfords Corner Road  
SUITE 3400  
Holmdel, NJ 07733

**Annual Reports**

Report Year	Filed Date
2023	01/03/2023
2023	04/07/2023
2023	05/16/2023

**Document Images**

<a href="#">05/23/2023 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/16/2023 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/07/2023 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/03/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/22/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/03/2021 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/26/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/14/2020 -- Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">10/07/2020 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">09/28/2020 -- Foreign Profit</a>	<a href="#">View image in PDF format</a>

5471 West Waters Avenue, Tampa, FL 33634  
813 207 1061



May 2, 2024

Mr. Jay Hatch, CPRP  
Recreation Director  
City of Madeira Beach  
200 Rex Place  
Madeira Beach, Florida 33706

Re: **Professional Services Proposal  
Concession and Restroom Building MAD0004**

Dear Mr. Hatch:

Colliers Engineering & Design, Inc. (CED) and our affiliated team members are pleased to submit this proposal to provide the City of Madeira Beach (the City) with professional architectural and engineering services to design a new building at the Remember Our Children (R.O.C.) Park.

### **Background and Narrative**

The R.O.C. Park was constructed in 2014 and opened in 2015. The park provides amenities including tennis and basketball courts, softball fields, splash pad, playground, dog park, fishing pier, butterfly garden, and additional amenities. Events, live music, and festivals are held at the park throughout the year.

The City intends to build a new building at R.O.C. Park to supplement the amenities that serve park users. They envision the program for the building to include increased concession service space, new public restrooms, 3 office spaces, media coverage space for the sports fields, storage for the Parks and Recreation Department, and an enclosed space with retractable bleachers that would provide one flexible indoor conditioned court, and ancillary spaces to support R.O.C. Park activities. It is imagined that the building would take up the space of 1-2 of the existing outdoor courts along Rex Place and to be about 8,000-sf.

The programming and design elements of the proposed facility must align with the park's mission statement which includes "R.O.C. Park will provide a setting that celebrates the lives of our children and remembers the joy they brought to this world. This memorial embodies a family's love, a friend's loss, and the compassion of our community. We dedicate R.O.C. Park to the memory of lives gone too soon and their love that will endure. We hope to provide healing and support for those who visit from near and far. May the beauty of this park reflect the beauty of love and life we experienced with our children!"

CED has been asked to provide a proposal for the project. As the grade of the park is significantly lower than the floodplain, and the City wants to utilize limited space most efficiently in this area, it is anticipated that the first phase will include developing multiple concepts to assess how the building program can most effectively fit in the limited site area and address flood resiliency.

Based on the above information, CED recommends the following scope of services which includes the following tasks:

#### 1. Task 1 – Schematic Design

CED can also provide the services necessary to design and permit the project. Additionally, CED can provide Construction Contract Administration (CCA) and Services During Construction (SDC) once the scope and schedule for the construction of the project is confirmed.

### Scope of Services

Once a Purchase Order (PO) and Notice to Proceed (NTP) has been issued by the City, CED will initiate services summarized in Task 1.0 below.

#### Task 1.0 Schematic Design

The purpose of this task is to provide programming and schematic design services sufficient to prepare several concepts for City and stakeholder review resulting in a preferred schematic concept prior to field investigations and design development. The effort necessary to manage and coordinate services under this task are also included.

**Meetings:** In addition to attendance by applicable CED staff, meetings will include an agenda and summary meeting notes. CED has included the following four (4) meetings under this task:

- Site Visit
- Programming Review Meeting (virtual)
- Draft Schematic Concept Review Meeting (virtual)
- Final Schematic Concept and Project Narrative Review Meeting (virtual)

CED will visit the site, meet with applicable City of Madeira Beach staff members and stakeholders, and develop a program document outlining programming spaces and the opportunities and constraints of the site. Additionally, a brief planning memorandum will be prepared. The planning memorandum will include a summary of project background information, applicable City of Maderia Beach Zoning Ordinance regulations, and the Comprehensive Plan 2023 policies supported by the proposed facility. Once complete, the preliminary program document and planning memorandum will be submitted for City review and a meeting will be scheduled to receive feedback/direction from the City and other stakeholders as needed. Direction provided to CED will be utilized when developing the schematic concepts.

Working with our site/civil team and estimators, our architects will then develop three (3) draft schematic concepts for the City's consideration. Each draft schematic concept will include:

- Building concept plan
- Simple 3-D model
- Rough Order of Magnitude (ROM) cost estimate

Once complete, the draft concepts will be submitted to the City for review and a meeting will be scheduled to receive feedback/direction. Based on the comments and direction provided, a single final schematic concept will be selected by the City to move forward. Note: minor changes to the selected concept are included.

CED will then finalize the City selected schematic concept and prepare project narratives for MEP/S systems. Additionally, our site/civil team will prepare one (1) site concept plan to accompany the selected schematic concept.

Once complete, these documents will be submitted to the City and a review meeting will be scheduled to receive feedback/direction. CED anticipates that these deliverables will be considered final; however, minor adjustments to the final schematic, site concept plan, and project narratives (including up to 4 hours of revisions) may be accommodated, as necessary. If adjustments are made, the revised document(s) will be submitted and considered final following the meeting. These final documents will be considered as the basis for future design tasks approved by the City. If requested by the City, major or multiple revisions to the final completed documents will be considered an additional service.

**Deliverables:**

- Meeting agendas and summary notes for a maximum of four (4) meetings (digital PDF)
- Preliminary building program (digital PDF)
- Planning Memo (digital PDF)
- Three (3) draft schematic concepts and ROM cost estimates (digital PDF)
- One (1) final schematic concept and one (1) site concept plan (digital PDF)
- Project narratives for MEP/S

**Schedule**

The following table outlines the anticipated duration for each task as outlined in the above scope of work. Due to the nature of the services proposed, there are factors outside of CED’s control that may affect this anticipated schedule. If the duration of a task is impacted by an event outside of our control, CED will notify the City’s Project Manager of the new estimated task completion date.

Task Name	Estimated Task Duration	Estimated Duration From NTP
<b>Task 1.0 Schematic Design</b>	8 weeks	8 weeks

## Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Task Name	Type	Fee
<b>Task 1.0 Schematic Design</b>	Lump Sum	\$53,025
<b>TOTAL LUMP SUM FEE</b>		<b>\$53,025</b>

## Exclusions and Understandings

1. CED assumes that the project conforms to Florida statues regarding the Consultants' Competitive Negotiation Act.
2. The City will provide available and applicable information to CED. CED assumes that this information is accurate and may be relied upon to perform the work.
3. The City will provide the right of entry to the site for CED to perform the services identified in this scope of work. This includes ancillary services not specifically identified but related to the work.
4. Architectural services will be provided by CED's affiliated and authorized entity, Bergmann Architectural Associates, Inc.
5. CED will not be responsible for:
  - a. Conditions which are not obvious through usual and customary visual inspection.
  - b. Conditions that develop after completion of the field inspection, providing the conditions were not visually apparent during the inspection.
6. This scope of services excludes all items not specifically cited in this proposal as well as the following specified exclusions:
  - a. Meetings and/or site visits beyond those described in the above Tasks.
  - b. Legal advice and/or modifications to terms and conditions or contracts.
  - c. Environmental investigation(s).
  - d. Design services beyond schematic design identified above.
  - e. Design for any offsite improvements.
  - f. Bidding services.
  - g. Engineer of Record (EOR) services, Construction Administration (CA), Services During Construction (SDC).
  - h. Permits application development and/or permit application fees.
  - i. Grant services.
7. Applicable Madeira Beach staff will participate in meetings/reviews and provide timely coordination, feedback, and direction, as required.
8. The terms of this Agreement will be completed under the current General Design Services Agreement with Madeira Beach dated September 20, 2023.
9. Any additional services not outlined in this proposal will be completed under a separate proposal or as an amendment to this one.

If an item not listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, CED may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

If you find this scope of services acceptable, kindly sign and return this document.

	<u>5/2/2024</u>	_____	_____
<b>Signature</b>	<b>Date</b>	<b>Signature</b>	<b>Date</b>
 <u>Kyle Goodwin, PE / Senior Project Manager</u>		 <u>Jay Hatch, CPRP, Recreation Director</u>	
<b>Name / Title</b>		<b>Name / Title</b>	
 <u>Colliers Engineering &amp; Design, Inc.</u> <u>(DBA Maser Consulting)</u>		 <u>City of Madeira Beach</u>	
<b>Legal Entity Name</b>		<b>Legal Entity Name</b>	