



**BOARD OF COMMISSIONERS  
REGULAR MEETING AGENDA**  
Wednesday, June 11, 2025 at 6:00 PM  
Commission Chambers, 300 Municipal Drive,  
Madeira Beach, FL 33708

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

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1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE - City Attorney Thomas Trask**
3. **ROLL CALL**
4. **APPROVAL OF THE AGENDA**
5. **PROCLAMATIONS - Mayor**

A. USFSP YMCA Youth in Government Civic Fellows Day; June 11, 2025

6. **PRESENTATIONS (limited to 10 minutes each)**
7. **PUBLIC COMMENT**

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

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

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

8. **APPROVAL OF THE MINUTES**

- [A.](#) 05/14/2025, BOC Regular Meeting Minutes
- [B.](#) 05/28/2025, BOC Budget Workshop Meeting Minutes
- [C.](#) 05/28/2025, BOC Regular Workshop Meeting Minutes

## **9. CONSENT AGENDA**

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

- [A.](#) ITB #25-06 Boca Ciega Steet End Beautification Project Contract Approval
- [B.](#) ITB #25-07 Military Court of Honor Project Contract Approval
- [C.](#) RFI No. 25-09 Engineering Consultant and Design Services Contract Approval

## **10. PUBLIC HEARINGS**

- [A.](#) Ordinance 2025-13 Fees and Collection Procedure Manual – FY 2025 Update, 2nd Reading and Public Hearing
- [B.](#) ABP 2025-03 Belleair Market Johns Pass
- [C.](#) ABP 2025-02 Barefoot Beach Club

## **11. UNFINISHED BUSINESS**

## **12. CONTRACTS/AGREEMENTS**

- [A.](#) Master Agreement UF, Task Order 08: Impact Fees

## **13. NEW BUSINESS**

- [A.](#) Resolution 2025-05, Amendment to Emergency Operations Plan (EOP)
- [B.](#) Resolution 2025-06 - FY 2025 Budget Amendment #1
- [C.](#) Approval of submission of RFP No. 25-10 - Financial Auditing Services

## **14. AGENDA SETTING (06/25/2025, BOC Regular Workshop Meeting; 6:00 p.m.)**

- A.** Compensation Study
- B.** Resolution 2025-04, Adopting Ceremonial Items Policy (Draft)
- C.** Interlocal Agreement Between Pinellas County and Local Governments for Multimodal Impact Fee Coordination
- D.** Non-conformance - variances



- E. John's Pass Dredging Update
- F. Beach Groins Update
- G. Post-Storm Update – FEMA, FDEP, Permitting, Hurricane Expo/Season Preparations
- H. FY 25 Financial Update including Storm Damage

## **15. REPORTS/CORRESPONDENCE**

- A. Board of Commissioners Meetings Schedule 2025
- B. Board of Commissioners Meetings Report, January 1, 2025 - May 31, 2025
- C. Board of Commissioners Correspondence
- D. City Attorney
- E. City Clerk's Report - June 2025
- F. City Manager

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

## **17. ADJOURNMENT**

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

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

# PROCLAMATION

In Honor of the USFSP YMCA Civic Fellows Program

**WHEREAS,** USF St. Petersburg and the Florida YMCA Youth in Government have partnered to establish the Civic Fellows Program; *and*

**WHEREAS,** this collaboration between a university and a statewide Youth in Government initiative is the first of its kind nationwide; *and*

**WHEREAS,** this inaugural Summer Civics Institute includes students and YMCA chapters from throughout the State of Florida; *and*

**WHEREAS,** the participants are civically engaged students representing the next generation of public servants and community leaders; *and*

**WHEREAS,** it is a priority of local and state government alike to strengthen and support civic education programming for youth in Florida; *and*

**WHEREAS,** these students are contributing to the civic health and well-being of our community, and we are proud to welcome them to Madeira Beach; *and*

**WHEREAS,** the Lead Instructor of the Civic Fellows Program, USFSP Political Science Professor Judithanne Scourfield McLauchlan, is a long-time resident of Madeira Beach;

**NOW, THEREFORE,** I, Anne-Marie Brooks, Mayor of the City of Madeira Beach, Florida, do hereby recognize June 11, 2025 as

## USFSP YMCA Youth in Government Civic Fellows Day

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Madeira Beach, Florida, to be affixed this 11<sup>th</sup> day of June 2025.



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Anne-Marie Brooks, Mayor  
City of Madeira Beach, Florida



**MINUTES**  
**BOARD OF COMMISSIONERS**  
**REGULAR MEETING**  
**MAY 14, 2025**  
**6:00 P.M.**

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on May 14, 2025, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

**MEMBERS ABSENT:** None.

**CHARTER OFFICERS PRESENT:** Robin Gomez, City Manager - Absent  
Clara VanBlargan, City Clerk  
Andrew Laflin, Finance Director/City Treasurer  
Thomas Trask, City Attorney

**1. CALL TO ORDER**

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

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

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

**4. APPROVAL OF THE AGENDA**

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

**ROLL CALL:**

Vice Mayor Kerr	"YES"
Commissioner Tagliarini	"YES"

Commissioner Ghovae	"YES"
Commissioner McGeehen	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

## 5. PROCLAMATIONS

Mayor Brooks read a proclamation proclaiming the week of May 17 – May 23, 2025, as National Safe Boating Week. No one was present to accept the proclamation.

## 6. PRESENTATIONS

There were no presentations.

## 7. PUBLIC COMMENT

John Van Hove, 585 Johns Pass Avenue, commented on permits for elevating structures. He compiled a list of 20 properties he located on the Building Department's website that had applied for a permit within the last 14 months. Of the 20 properties, two permits have been approved and issued, 14 are pending review, and four, including his own, are waiting to go through the review process. He learned that the same permits in Treasure Island are being turned around in a day or two, and other cities have contracted consultants to assist in getting permits turned around faster. They need to determine a way to expedite the process innovatively so they can break ground on some of the projects, and people can elevate their homes before the next storm threatens the community. He is temporarily living in a home without air conditioning. The City Clerk distributed a copy of the spreadsheet from Mr. Hove to the Board.

Vice Mayor Kerr said that after talking to the City Manager and staff, it appears that all the permits Mr. Hove listed were responded to, and they were waiting for responses back from the contractor. The Community Development Director, Jenny Silver, highlighted everything going on except for the last four, which are new. Mr. Hove wants to know how long it would take to get feedback so he can plan what to do, like air conditioning the home he is living in temporarily while he is going through the permitting process, which is expensive. The City Manager could give him an estimate of how long it would take to get the feedback, but the feedback he received was that it would take weeks, which is based on the comments Jenny provided. It concerns getting responses from the contractor and whether the complete plans were reviewed in the beginning versus kicking it back. He encouraged Mr. Hove to stay on top of it.

Sarah Nichols, 522 Johns Pass Avenue, thanked Vice Mayor Kerr, the City Manager, and Barbara Scott for their assistance. She had applied for an update on April 11th. The City asked for some files to be resubmitted, and that was completed on April 15<sup>th</sup>. She understands it is in the queue, which could be long. She was surprised just how long that could be and was told that only one person in the City could approve building permits. The permits can be backlogged while that person is out of the office. As it turns out, she thought her permit had not been approved when she

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emailed Ray (Vice Mayor Kerr), but it had been approved for almost a week before she found out about it. The City's website had not been updated. It still showed as pending; she had not received an email and did not have a new placard to put up in the house. Barbara Scott emailed her a placard after calling her. Understandably, the beach municipalities are busy, and some more than others. Perhaps other municipalities can help when the building official goes out of town.

## **8. APPROVAL OF MINUTES**

- A. 2025-03-26, BOC Budget Workshop Meeting Minutes**
- B. 2025-03-26, BOC Regular Workshop Meeting Minutes**
- C. 2025-04-02, BOC Regular Meeting Minutes**
- D. 2025-04-16, BOC Budget Workshop Meeting Minutes**
- E. 2025-04-16, BOC Regular Workshop Meeting Minutes**

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

### **ROLL CALL:**

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

The motion carried 5-0.

## **9. CONSENT AGENDA**

- A. ITB 25-05 Area 3 Roadway & Drainage Improvement Project Approval**
- B. Joint Participation Agreement with Pinellas County for Area 3 Roadway and Drainage Improvement Project**
- C. Interlocal Agreement for Storm Debris Management Site Utilization**
- D. Amendment to Kimley-Horn Agreement for the Master Plan**

Commissioner Ghovae pulled Consent Agenda Item 9. A. and 9. D. for separate discussion and vote.

Commissioner Tagliarini motioned to approve Consent Agenda Item 9. B. and 9. C. Commissioner Ghovae seconded the motion.

### **ROLL CALL:**

Commissioner Tagliarini	"YES"
Commissioner Ghovae	"YES"

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

The motion carried 5-0.

#### **A. ITB 25-05 Area 3 Roadway & Drainage Improvement Project Approval**

Commissioner Ghovae said that, typically, two types of bonds are issued for projects: a surety bond and a maintenance bond. There is one bond in the packet, and he asked if they had both. The City Manager said they currently have one, and he will check on the second one. If it is required, they will retain it before anything continues.

Commissioner Ghovae said a surety bond is basically for the contractor during construction. If they go out of business, the bond will allow them to cash it in and finish the job. The maintenance bond is typically two to three years after construction is done to ensure there are no defects, and the construction is still operational.

Commissioner Ghovae motioned to approve Consent Agenda Item 9. A., with the review of both bonds: the surety bond and maintenance bond. Commissioner Tagliarini seconded the motion.

#### **ROLL CALL:**

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

The motion carried 5-0.

#### **D. Amendment to Kimley-Horn Agreement for the Master Plan**

Commissioner Ghovae said he was unsure about the scope of work and how they would be paying for the services. He would like to see if they could pinpoint a certain scope of work and limit their services. It looks open-ended.

Community Development Director Jenny Silver said the amendment to the Kimley-Horn Agreement is to do more of the planning side, implementing the master plan, and anything that comes from the master plan. It might look like an amendment to the land development regulations. There has been a lot of discussion about parking, relooking at the parking credits, and maybe there is extra credit for EV parking. The planning and building departments are extremely busy and do not have time to make any changes right now. It allows another avenue for Kimley-Horn to come and help them with amending the LDRs and things that come with the master plan. The

Community Development budget has a line item for professional services. There is \$85,000 left. Any amendments would come from that line item.

Commissioner Ghovae asked how much they would dedicate to that particular scope of work. The City Attorney said that currently, there is no scope of work. It is an amendment to the agreement to allow other scopes of services to be done in the future. So, if there is any additional scope of service, it would have to come back to the Board for approval as to what is in the scope and the cost. If it is not approved, it will not go forward.

Commissioner Ghovae said he would like to know what they are paying and getting at some point.

Mayor Brooks asked if there were any public comments on items listed on the Consent Agenda. There were no public comments.

Commissioner Tagliarini motioned to approve Consent Agenda Item 9. D. Commissioner McGeehen seconded the motion.

#### ROLL CALL:

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

The motion carried 5-0.

#### PUBLIC HEARINGS

##### A. Ordinance 2025-13, Fee Manual Update – 1st Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-13 by title only:

#### ORDINANCE 2025-13

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE CHANGES TO THE RATES OF OVERNIGHT PARKING AND CITY DEVELOPMENT FEES AND REWORD CERTAIN DEVELOPMENT SERVICES; REPEALING ORDINANCE 2025-12; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Director Silver reviewed the item. She said two changes were made that were discussed at the workshop, which are highlighted in yellow in the manual. The content is the same, but with different wording to make it clearer.

1. Pg. 112 of the packet. Private provider permit fee. "The permit fees reduced by 10%, not to exceed a maximum reduction of \$10,000 per permit."
2. Pg. 113 of the packet. She added a five and a ten that were not in there, and added the entire paragraph c. "Post-Disaster After-the-Fact Permit Fee: Post-disaster permits may be issued at zero percent (0%) permit fee (no fee) when approved by the Board of Commissioners (see T.(3)). However, any post-disaster work started without a permit—even if the permit would otherwise be free—will be charged a penalty of five (5) times the standard permit fee."

Mayor Brooks said the paragraph was fantastic. For clarification for the public, it would be mindful of them to do some public notices because the day they do the second reading, any person who has done work without a permit will be subject to those fines. It is important that they do a full press campaign so the residents are aware that if they do not get in between now and the second reading and apply for a permit, they will be subject to the fines. Hopefully, that will motivate the people, and those who choose not to come in and do the right thing will be penalized with fines.

Commissioner Ghovae motioned to approve Ordinance 2025-13, Fee Manual Update, after first reading and public hearing. Commissioner McGeehen seconded the motion.

#### ROLL CALL:

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

The motion carried 5-0.

## 9. UNFINISHED BUSINESS

There was no unfinished business.

## 10. CONTRACTS/AGREEMENTS

### A. City of Madeira Beach Fire Station Settlement Agreement Approval

The City Attorney said the City filed suit in 2023 against the contractor and the architect who built the fire station and the rec building due to some construction and design issues they found. As a direct result of filing that lawsuit, City staff, the City Manager, the Fire Chief, himself, and the May 14, 2025, BOC Regular Meeting Minutes

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attorneys who handled the litigation at Carlton Fields were in three lengthy mediation sessions, one of which took place on February 4<sup>th</sup>. They have come to a tentative settlement of the case since February 4<sup>th</sup>. There are so many moving parts and people involved in the litigation that it took them until now to complete the mediated settlement agreement. He passed on the agreement to the Board. It is a confidential settlement agreement. It includes payment to the City and some repair work to be done on behalf of the City. Without further detail, he, the attorneys at Carlton Fields, the City Manager, and the Fire Chief support the settlement agreement. They ask the Board's authority to have the Mayor execute the mediated settlement agreement.

Commissioner Ghovae asked how the defects would be handled. The City Attorney said once they have the money in hand, they will probably have the City Manager and the Fire Chief determine the next step to repair the building. It will probably require specs to be created, put out to bid, and then constructed by individuals other than the ones who constructed it this time.

Vice Mayor Kerr motioned to approve the Mayor to approve the City of Madeira Beach Fire Station Settlement Agreement. Commissioner Ghovae seconded the motion.

#### ROLL CALL:

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

The motion carried 5-0.

## 11. NEW BUSINESS

### A. Resolution 2025-02, BOC Policy Handbook

City Attorney Tom Trask read Resolution 2025-02 by title only:

#### **RESOLUTION 2025-02**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BOARD OF COMMISSIONERS POLICY HANDBOOK; REPEALING RESOLUTION 2024-02; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Mayor Brooks said the only change made to the policy, which they discussed at the workshop, was adding a line item on the agenda to respond to public comments and questions directly

after Reports/Correspondence and added a slight definition of what that means. It will be line item 16 on the agenda.

Commissioner Tagliarini motioned to approve Resolution 2025-02, BOC Policy Handbook. Commissioner Ghovae seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**B. Resolution 2025-03, Pinellas County 2025 Local Mitigation Strategy (LMS)**

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

**RESOLUTION 2025-03**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, ADOPTING THE 2025 PINELLAS COUNTY LOCAL MITIGATION STRATEGY; REPEALING RESOLUTION 2020-12; ADOPTING THE LOCAL MITIGATION STRATEGY AS THE CITY OF MADEIRA BEACH FLOODPLAIN MANAGEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Commissioner Tagliarini motioned to adopt Resolution 2025-03, Pinellas County 2025 Local Mitigation Strategy. Commissioner McGeehen seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

## 12. AGENDA SETTING (May 28, 2025, BOC Regular Workshop)

- A. Resolution 2025-04, Adopting Ceremonial Items Policy
- B. John's Pass Dredging Update
- C. Snack Shack Agreement
- D. Grantworks Agreement
- E. Interlocal Agreement Between Pinellas County and Local Governments for Multimodal Impact Fee Coordination
- F. Impact Fees (Jerry Murphy)
- G. Post-Hurricane Update – Recovery, Rebuild, Permitting, FEMA, FDEM
- H. Emergency Operations Plan (Resolution 2025-05)
- I. ITB 25-06, Boca Ciega Street End Project – Award Recommendation
- J. ITB 25-07, Military Court of Honor Project – Award Recommendation
- K. City Fitness Center

### Added Items

- The City Manager added the City Manager's performance evaluation. He said they are required to evaluate their city manager at that workshop. He will provide some criteria, and that document can also be discussed at the May 28<sup>th</sup> workshop. Vice Mayor Kerr asked if they would be discussing the document or actually doing the evaluation. The City Manager said the employment agreement that was adopted earlier this year says they are to discuss and review the performance evaluation. He will look at it in greater detail. Commissioner Tagliarini said they did that one-on-one in the past. Mayor Brooks said they did not talk about it publicly the last time.
- Vice Mayor Kerr added a timeline for plan review, what is proficient with their manpower, and whether they need to outsource more. A lot of permits will be coming down the line soon, and they need to be staffed accordingly. The Mayor said they have a lot in the queue now.

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

## 13. REPORTS/CORRESPONDENCE

### A. Board of Commissioners – 2025 BOC Meeting Schedule

The Board had no changes to the meeting schedule. Commissioner Tagliarini said he has to work and will arrive late to the budget meeting on May 28<sup>th</sup>.

The City Clerk said the next State-Mandated Continuing Education in Ethics Webinar is on Wednesday, July 16, 2025, from 10:00 a.m. to 3:30 p.m. and asked if they would like to have it here. Megan Powers had told her the Chamber, or the City Centre Room would be available that day, and the Mayor's conversation event with the community would take place that day. The Mayor said her mayor's conversation is at noon and lasts an hour. She does not mind doing it in person or online. The City Clerk said she would invite the other cities, the Planning Commission, and the May 14, 2025, BOC Regular Meeting Minutes

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Civil Service Commission. She will check what time the lunch break will be, and the City Clerk's Office will provide food for the event.

## **B. Board of Commissioners – 2025 BOC Meetings Report, January 1, 2025 – April 30, 2025**

The City Clerk said she will keep the meeting report up to date each month, and at the end of the year, they will have an annual report. If the Commission wants to make any changes, she is happy to make them; she is there to please.

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

The Board said it was a good job. Mayor Brooks said she liked it; it is fun to read.

## **C. City Attorney**

The City Attorney said he appreciated the Board's support in getting the fire station litigation done. It would be nice to have it behind them so they can concentrate on repairing the fire station.

## **D. City Clerk's Report – April 2025**

The City Clerk reported on the City Clerk's Report for April 2025. The report was the City of Madeira Beach Brief History, History Leading to the 25th Anniversary of the City of Madeira Beach, Florida, and the City of Madeira Beach History of City Managers, from 1953 to the present. The first city manager was hired in 1953.

Commissioner Tagliarini thanked the City Clerk and said he enjoyed reading it.

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

Mayor Brooks said she likes to read history. It is interesting.

## **E. City Manager**

The City Manager:

- Reminded everyone that on Wednesday, May 28<sup>th</sup>, at 4:00 p.m., there will be the Budget Workshop for Fiscal Year 2026, followed by the regular Board of Commissioners workshop at 6:00 p.m.
- On Friday, May 23<sup>rd</sup>, they will participate with the City of Treasure Island in their annual Walk to the Beach Day from 1:00 p.m. to 3:00 p.m. City staff and other volunteers will be at three locations to encourage pedestrian and bicycling safety: on Gulf Blvd. at Madeira Way, the 141<sup>st</sup> crosswalk, and the 133rd crosswalk. He encouraged everyone to come out to the beach. There will be some giveaway items.

- On June 7<sup>th</sup>, they will have the first Midnight Market. The Pinellas Chambers will host the event at ROC Park from 5:00 p.m. to midnight. He encouraged everyone to come out. There will be dozens of vendors, music, and family and individual fun.
- July 3<sup>rd</sup> will be the Madeira Beach fireworks celebration.
- May is graduation month. He congratulated everyone graduating, including his second daughter, who graduated on May 28<sup>th</sup>.

#### 14. RESPOND TO PUBLIC COMMENTS/QUESTIONS

Mayor Brooks asked the City Manager to begin by addressing Sarah Nichols', 522 Johns Pass Ave., comment about one person in the City who can approve a permit. The City Manager said that under the Florida Building Code, a certified building official signs every permit, but they do not necessarily review it from beginning to end. Multiple people are reviewing and issuing permits under that license. The City contracted with the CAP Government, which provides building officials, inspectors, and plan reviewers. The resident's comments came from the contracted firm, and he will make sure they are aware that they need to complete the entire process, so the applicants are notified of changes.

Mayor Brooks said that per Florida Statutes, they can only have one building official, but they have additional reviewers and technicians to help. It is not the building official's responsibility to meet with a contractor and tell them how to do their job. Several times, the building official and the Planning Department have spent hours helping contractors. Other staff have been cross trained to do permitting duties to help. She wanted to know if Treasure Island was issuing lift permits in two days, and how they were doing it. If they are, we could incorporate what they are doing here.

Vice Mayor Kerr asked what could hold up the review process of elevating a property. Could the permit be qualified to the structure so the contractor can get started on the lift? He wanted to get things moving. Mayor Brooks agreed. The City Manager said several of the permits on Community Development's spreadsheet have multiple comments back to the applicants for revisions. They would reach out to the property owners to explain where they are in the process. The Mayor thought understanding the process would be good for them and the community. If every contractor consistently has the same issues, are we failing to ask for something we want?

Commissioner Ghovae asked if one permit for work on a property could include work in the right-of-way. The City Manager said yes, but only if it is a driveway. The City does not allow property owners to do work on the street. Permits are given for the specific work, and the plans need to identify what is private and what is public. Commissioner Ghovae thought they could separate the driveway, and work permits to speed up the process, but it does not seem to be an issue.

Mayor Brooks opened to public comment.

Sarah Nichols, 522 Johns Pass Avenue, said they were being told that everything needs to go under one permit, and it is not allowable to separate the permits. If they want to do that, they would need to update the public.

Bob Bellow, 13301 Gulf Lane, suggested they look into the delays being caused by the multiple revision comments because things are so restrictive and difficult to get done with how the Code is written to lift the houses.

## 15. ADJOURNMENT

Mayor Brooks adjourned the meeting at 7:12 p.m.

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Anne-Marie Brooks, Mayor

ATTEST:

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Clara VanBlargan, MMC, MSM, City Clerk



**MINUTES**  
**BOARD OF COMMISSIONERS**  
**BUDGET WORKSHOP MEETING**  
**MAY 28, 2025**  
**4:00 P.M.**

The City of Madeira Beach Board of Commissioners held a budget workshop meeting at 4:00 p.m. on May 28, 2025 in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

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

**CHARTER OFFICERS PRESENT:** Robin Gomez, City Manager - Absent  
Clara VanBlargan, City Clerk  
Andrew Laflin, Finance Director/City Treasurer Consultant  
Thomas Trask, City Attorney

**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

**3. PUBLIC COMMENT**

There were no public comments.

**4. DISCUSSION ITEMS**

**A. FY 2026 Budget Workshop #3 Deliverable**

Finance Director Consultant Andrew Laflin said the purpose of the workshop was to review the 2025 personnel information. He responded to comments and questions from the Board.

**I. Personnel Listing & Costs by Department – FY 2025**

- Personnel Listing – FTE Count FY 2025.

- Project Salaries, Taxes, and Benefits Totals by Department – FY 2025

Mayor Brooks asked if a list of the actual positions in each department be provided to the Commission and if they are full-time or part-time. Vice Mayor Kerr said he would like a better understanding of where they are now, what their demands are, and how it would impact the entire budget.

Mayor Brooks said they are talking about budgeting payroll, and they have not seen the pay study that they have been waiting for almost a year to see where payroll needs to be adjusted. The budgeted dollars could dramatically change. They will have the budget workshop before the pay study presentation in June, and the next workshop will be adjusted again.

Mr. Laflin said they have some initial results from the pay study, and the intention is to fully implement it by October 1, 2025, of the new fiscal year. When the pay rates are more accurately determined, he would tell them what the impact would be. The pay rates are going to change with a COLA increase, a merit increase, and the pay study.

Recreation Director Jay Hatch explained that years ago, a resolution was adopted so that any additional funding inside of the Archibald Fund, through the Parking Funds, could be dedicated to parks and recreation activities in an effort to lessen the impact on the General Fund.

## **II. Budgeted Personnel Costs & FTEs – FY 2026**

- FY 2026 Budgeted Personnel Costs by Department
  - Comparison to FY 2024 Actual and FY 2025 Budget
  - Funded Positions by Department

Vice Mayor Kerr asked if the big increase this year has to do with the new fire station. Part of it would be funded by other cities, and they will have revenue to put against the expense. Fire Chief Clint Belk said the increase from FY 2025 to FY 2026 is about \$592,000. They just got their EMS budget approved for the Redington Station at \$749,000. They will get that money back and a little more. Mr. Laflin said they did not budget for the new positions for the entire fiscal year, only a part of the fiscal year in 2026.

Mayor Brooks asked why parking jumped so much from FY 2025 to FY 2026. She wanted to know the reason for the jumps in the departments that were so large. Mr. Laflin said he would look into it.

Mr. Laflin said the total number of FTEs is 93.27. Two FTEs will be removed from Building Services for the next budget workshop; one FTE position at Code Compliance II and the Permit Clerk Position. Mayor Brooks asked why the positions were being eliminated. Community Development Director Silver said there were a lot of changes when the building official retired. She took over the Building Fund and added two employees from the Recreation Department who took the place of the permit technician and code compliance II. She asked to keep one of the code compliance positions open in case they need more help. The employee in the Permit Technician position received a certification, so her title was changed to Certified Permit Technician.



Mayor Brooks asked if there were still two Code Compliance employees driving in two cars twice per day through the entire city. Director Silver said they are looking at the best ways possible right now. They have an Inspector who replaced the Deputy Building Official, who does inspections and helps with code compliance. The two-hybrid positions will help with permitting and code compliance, and the Operations Coordinator is now the Building Compliance Supervisor who will oversee code compliance.

Director Silver said there have been a lot of changes, and they are still trying to figure out what works, what does not, what they need, and how to function as a complete department instead of two separate departments. The Planning Technician position is still open in the Community Development Department, which will need to be removed. Building Services FTEs will be 9.75, and Community Development FTEs will be 4.25.

### **III. Budgeted Benefits Information – FY 2026**

Mr. Laflin reviewed the benefits information. Two of the benefits are direct pay increases.

- Benefits and Percentages
  - Total Cost per Benefit
  - Benefits Cost by Department – FRS Plan
  - Benefits Cost by Department – ICMA Plan
  - Benefits Cost by Department – Health Insurance
  - Benefits Cost by Department – Workers' Compensation

Mayor Brooks said she would like to have a conversation about what the City should do for the employees who do not take the medical, dental & vision insurance. They should provide them with something because they budget for everyone. Mr. Laflin said he would discuss it with the City Manager and look at who takes insurance from the City and who does not.

Mayor Brooks said she is in favor of giving a 3% cost of living increase and, if the budget allows, up to a 4% merit increase. Vice Mayor Kerr suggested setting the percentage, doing it by department, and letting the department heads determine it. Mayor Brooks said it is a way to reward individuals for the work they do. Vice Mayor Kerr said it could create dissension in the ranks. It should be discussed at a workshop.

Mr. Laflin said the total impact of the COLA increase is \$125,000, and the total impact of the merit increase is \$125,000. If every employee received a 3% COLA and a 3% merit increase for all departments, the total would be \$250,000. He will adjust the merit percentage amounts before the adoption of the budget in September.

Vice Mayor Kerr asked if employees could switch to the FRS plan and if the ICMA plan would eventually go away. Assistant to the City Manager Megan Powers said new employees are only offered the FRS, and existing employees had the one-time option to choose.

### **IV. Proposed Budget Amendment – FY 2025**

- FY 2025 Revenue and Expense – Increase/Decrease
  - The first budget amendment is disaster-related expenses. Mr. Laflin said they created a disaster-related expense account for expenses that were not necessarily department-specific. They have \$15 million requested to increase the budget, which will be offset by FEMA grant revenues to be reimbursed over time.
  - The second budget amendment is the fire station. Mr. Laflin said it is fully funded by Pinellas County, but Madeira Beach is the project manager. Chief Belk said the City does not front any money for the project.
  - The third budget amendment is the compensation classification study from the Gehring Group. It was budgeted in the previous year and did not carry over from the FY 2024 budget. It is to approve the funding to be available to the specific account.
  - The fourth budget amendment is for the PCSO annual contractual cost. The budget needs to be increased by \$125,000 for law enforcement services.
  - The fifth budget amendment is for IT-managed services. The Virtual Chief Information Security Officer position was outsourced for \$60,000 and was not budgeted. Vice Mayor Kerr asked if it was an addition to the IT contract. Mr. Laflin said he thought it was part of the contractual services and that he would pull the contract.
  - The last couple of budget amendments are related to specific fund department-related expenses impacted by the hurricane. It would increase the Sanitation Fund, Archibald Park Fund, and John's Pass Village within the General Fund.

Mr. Laflin said it will come to the Board by resolution at the June regular meeting.

## 5. ADJOURNMENT

Mayor Brooks adjourned the meeting at 5:08 p.m.

ATTEST:

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

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



**MINUTES**  
**BOARD OF COMMISSIONERS**  
**REGULAR WORKSHOP MEETING**  
**MAY 28, 2025**  
**6:00 P.M.**

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 6:00 p.m. on May 28, 2025 in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

**MEMBERS ABSENT:** None

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

**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

**3. PUBLIC COMMENT**

Mayor Brooks announced there were no members of the public in attendance.

**4. CITY ATTORNEY**

**A. Resolution 2025-04, Adopting Ceremonial Items Policy**

City Attorney Tom Trask said the draft resolution adopts the ceremonial policy. He tried to use the form he had given to the City of Oldsmar and tweaked it based on the direction he was given at the prior Commission meetings. He thought it accomplished what the Board was looking for. There might be ceremonial items listed that the Board might want to delete. He is trying to keep in line with the previous draft he gave the Board. Some of the language used for

the key to the city was different than the language he used in Oldsmar. He specifically addressed how the key to the city is the highest ceremonial item you could give. So, he tried to keep in sync with that thought process of giving it to those who have gone above and beyond.

Commissioner Ghovae said he would like to see a picture of how the key would be constructed. The City Attorney showed a picture on his cell phone that he passed around of the one he received from the City of Safety Harbor a couple of years ago, on a plaque. If the key is presented on a plaque, the reasons why it was given could be listed on the plaque.

Commissioner Tagliarini said he liked the different categories and options for the different levels of recognition and would not consider eliminating any. He also liked the idea of presenting a key on a plaque.

Commissioner Ghovae said it was not just about people who perform well. It is also about the City recognizing wonderful people who serve the community. He has seen them on the walls of representatives from different cities, and to see one from the City of Madeira Beach would make them proud.

Commissioner McGeehen said he liked the idea that the Mayor and Commissioners may nominate a distinguished individual to receive a key to the city. He asked if that would also include groups. The City Attorney said there was nothing to prevent them from doing that.

Vice Mayor Kerr said if they were to give a key to the city, it should be on a plaque. If not, it would not be displayed. He liked the idea that each Commissioner and the Mayor would be provided with three City coins to present. He would think that would be annually because they have elections each year.

Commissioner Tagliarini said he assumed they were doing it as needed and not on a regular basis. The Mayor said that was her interpretation, whether they gave them out or not.

Mayor Brooks said the policy looked great. Once it is passed and adopted, determining the key and how it would be manufactured and the coin is a separate discussion. It would be quicker if they came back to the next workshop with some ideas to decide on.

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

## **5. CITYMANAGER**

### **A. City Manager Performance Evaluation**

The City Manager said that when they amended his employment agreement last year, they added a section stipulating that they would conduct a performance evaluation on the City Manager during a noticed public meeting in May of each year.

Vice Mayor Kerr said the original contract mentioned the same thing, which must be a carryover. He did not recall them ever doing the performance evaluation in a public forum, so he does not know if that was the intent of the contract.

Commissioner Tagliarini said he would prefer to conduct the evaluations one-on-one, as they have for the last three years, and make them a public record. It would be more productive to do them face-to-face in a one-on-one meeting.

Commissioner McGeehen and Commissioner Ghovae were in favor of doing it one-on-one.

Mayor Brooks said she had her one-on-one with Robin this week, and they discussed it. The conversation with him was that it would be in a public meeting tonight, so she prepared hers.

Mayor Brooks read the City Manager's performance evaluation into the record:

**"Opening Statement:**

I am respectfully submitting this evaluation in accordance with the city manager's contract and for inclusion in the public record. The commission was provided a template by the city manager to use for this evaluation. I have chosen to complete only the narrative portion, as I believe it allows for a more accurate and thoughtful reflection.

This evaluation outlines both the challenges and expectations currently facing the city manager. While there have been notable strengths--particularly his personal dedication during emergencies and his positive rapport with staff--overall performance has been inconsistent. Key concerns include poor follow-through on commission directives, inadequate communication, and the need for a more professional and respectful workplace culture.

Moving forward, it is essential that the manager improve accountability, strengthen communication and demonstrate fairness and professionalism in all public interactions. With deliberate focus and leadership, there is opportunity for meaningful improvement and renewed alignment with the city's priorities.

**City Manager Performance Evaluation**

***1. What would you identify as the manager's strengths, expressed in terms of the principal results achieved during the rating period?***

While overall performance has been inconsistent, the city manager has shown strong personal dedication, particularly during emergencies. After the hurricanes, he remained fully committed to city operations, despite his own family being displaced, which demonstrated commendable resilience and work ethic. He also maintains a friendly and approachable demeanor with staff knowing employees by name and generally being well-liked on a personal level.

However, while he fosters individual relationships, stronger leadership is needed in setting the tone for a more respectful and professional workplace culture. His personal dedication is a strength that, if paired with higher standards for staff conduct, could lead to a more effective and unified team.

**2. *What performance area would you identify as most critical for improvement?***

The most critical areas for improvement are follow-through, communication, and consistency in public engagement. There have been repeated issues with poor follow-up on projects and tasks requested by the commission, which has caused frustration and delays. Communication with both the commission and staff also needs to be more timely, clear, and consistent to ensure alignment and accountability. Additionally, the city manager must work on treating all residents and business owners with fairness and respect--regardless of whether interactions are difficult or pleasant. Professionalism and kindness should be extended to everyone, even in challenging situations.

**3. *What constructive suggestions or assistance can you offer the manager to enhance performance?***

To enhance performance, I recommend that the manager prioritize consistent follow-through on commission directives and project tasks, with clear timelines and regular updates. Establishing a system for tracking action items and reporting progress would increase accountability and reduce delays. Improving communication with both the commission and staff is also essential. More transparent, timely, and two-way communication--especially on key issues--will help build trust and ensure alignment across leadership. Additionally, it's important that the manager set a higher standard for professionalism among staff. Addressing and discouraging negative or disrespectful talk in the workplace will help foster a more respectful and productive environment. Finally, I encourage the manager to approach all residents and business owners with kindness and impartiality, regardless of how challenging interactions may be. Consistently modeling respectful behavior will strengthen public confidence and reinforce the city's commitment to fair and inclusive service.

**4. *What other comments do you have for the manager; e.g., priorities, expectations, goals, or objectives for the new rating period?***

Looking ahead, I expect the manager to place a stronger focus on accountability, responsiveness, and professionalism. Priorities for the new rating period should include: improving follow-up on commission requests, increasing transparency and communication with both the commission and staff, and fostering a workplace culture grounded in respect and teamwork. It's

also essential that the manager actively engages with all members of the public--residents and business owners alike--with patience, fairness, and professionalism. This includes handling difficult interactions with composure and empathy. Setting clear goals, regularly reporting progress, and maintaining open lines of communication will be critical to rebuilding trust and moving the city forward effectively. The manager has the capacity to lead well but must take more deliberate steps to meet the expectations of this role and the community we serve."

Commissioner Ghovae agreed with the Mayor and was on the same page. Madeira Beach is a wonderful City; we are all accountable to our residents and responsible for everything happening here.

Commissioner Tagliarini read a comment he received from a citizen, Bob Bello, who said he thought the City Manager had done an excellent job of bringing stability to the City. He was readily available and committed to his community. He navigated very difficult times with the two hurricanes. At the numerous public events he attended, the City Manager was approachable. He appreciates Robin's leadership and hopes his letter of support is considered during the evaluation process.

Commissioner Tagliarini said he would meet with the City Manager one-on-one and provide his evaluation forms. Vice Mayor Kerr said he would do the same.

Vice Mayor Kerr said Madeira Beach was fortunate to have Robin working there. He was dedicated, especially throughout the storm, and always accessible. They could not give enough accolades for that and all the support and direction he gave to the City and staff holding up behind him. There is a lot of respect there that does not come easily. They are not all perfect. They had their criticisms of the relationship with Chaney. Deciding to do the pilings at the beach without first discussing it with the Board was a decision. Not all decisions are always the correct decisions at the time. He could think of a few critical items, but Madeira Beach is blessed to have Robin. He puts his best foot forward and is thoughtful, at least based on what he has seen.

Commissioner McGeehen said he would meet with the City Manager next week to do his performance evaluation one-on-one. He thanked the Mayor for her insight on the City Manager's roles and responsibilities and the expectations that go along with that. Everyone cares about the City Manager. Constructive criticism is important for everyone involved, representing the people of Madeira Beach.

Commissioner Ghovae said he would meet with the City Manager next week to evaluate his performance. The letter that the Mayor wrote was well thought out, and the objectives and ideas that were brought up were extremely valid. Hopefully, Robin will take the constructive criticism seriously and make the necessary corrections. The City is amazing, and leadership is an important part of it. Robin needs to make them all proud.

Mayor Brooks said she was fortunate to be one of the five. They are a City that is not adversely portrayed in the media, and she is grateful for that.

The City Manager thanked the Commission for the comments and feedback, which is the purpose and the role. The comments are important and clear. He will begin to take the steps to make corrections and all the improvements needed. He looks forward to meeting with the Commission individually and going over more details. Whatever they do becomes public. They are there to do the right things and make the City a great place to live, learn, work, and play. It takes everyone to do that. They will continue to move forward.

Mayor Brooks said there was no public in attendance to comment.

### **B. John's Pass Dredging Update**

The City Manager said in communication with Aptim, their consultant, they are approaching the end with the Army Corps. The Army Corps is awaiting a couple of items that the Florida Department of Environmental Protection is reviewing and looking to approve. Aptim continues to follow up; hopefully, that will come over the next 30 days. There is a weekly update, which is included in the packet. The Florida Department of Environmental Protection permit application is complete and is undergoing resource agency consultation. Once completed, the Army Corps will complete its review process. Hopefully, permits will be forthcoming. Last week, they received the second agreement between the City and the Florida Department of Environmental Protection, extending the funding agreement through December 31, 2026. The goal is obviously to complete the dredging this year, or as soon as permits are issued. He should be able to schedule Aptim for the June 25, 2025 workshop to provide more details.

Mayor Brooks said she wanted to make the public aware that when FDEP issues their permit, that is the last thing the Army Corps is waiting on to process their permits. The grant has been extended to the end of 2026. The goal is to complete the project this year, but if something were to happen, they have until the end of 2026 to complete the project. That is very good news for the City and the dredging project.

### **C. Grantworks Agreement – Use City of Bonita Springs and Pinellas County Agreements**

The City Manager explained the two agreements in the packet. One is from the City of Bonita Springs, and the other is from Pinellas County government. He plans to bring a contract to the Board piggybacking on the two agreements. The agreement with the City of Bonita Springs is to do the overall grant management, like research, and essentially work on any grant they need them to. The other is specific to disaster, recovery, and emergency management. So, in the future, the City will constantly review if they need anything that may come up regarding any mitigation or anything that we could utilize, not in an emergency. They would be able to use those services for that. The agreement will allow for a variety of different fee structures in terms of whether there's an actual dollar fee because they incorporate an hourly fee based on the person doing the work as well as an administrative fee that is part of the grant being applied for and upon award, then the



cost of the work being performed by Grantworks would be covered under the administrative portion of the grant. Each grant would be brought back to the Board for approval.

Vice Mayor Kerr asked if they offered any online services to look for grants they got for other communities to give an idea of what to apply for. The City Manager said they had mentioned they did, and he would get the information from them. The Vice Mayor said it would be nice to research it.

Commissioner Tagliarini said he was ready to move forward with it.

Commissioner Ghovae asked if they were typically state grants. The City Manager said state, federal, and private foundation grants. They will look everywhere they may be available.

Commissioner Ghovae asked if they had discussed any available grants with the TDC, Tourist Development Council. The City Manager said they applied for event funding and are looking to apply for their capital program. It would be funding for ROC Park, the fields, or the concession bathroom building.

Vice Mayor Kerr said he assumed they are using City of Bonita Springs piggybacking for expediency, and at some point, would it make sense for the City to have its own agreement? The City Manager said yes.

Commissioner McGeehen asked if Grantworks would do all the legwork for the City and the communication line would be open so they could check on the progress. The City Manager said yes.

Mayor Brooks said she looked forward to seeing the contract. The departments actively look for grants. They always talked about their available grant program when she attended the Florida League of Cities training. She asked how useful that had been to the City. The City Manager said there were multiple grants. They pull from federal, state, county, and private foundations, similar to what Grantworks will be doing. There are a lot of them, and they are very specific. It is a matter of dedicating the hours to see if something might benefit the City. Mayor Brooks asked if anything that was found that the City applied for. The City Manager said no.

Mayor Brooks said it was understood that the Florida League of Cities assigned them a person to help search through the grants and asked if they were utilizing that. The City Manager said they had not, but the next step is to give them specifics and projects on what to look for. The Mayor said she liked the Grantworks agreement. They get paid if they find something. It would also be good if they could find a way for the Florida League of Cities to be engaged, so they are working for the City. They have elected officials who have offered their services to help write the grants. There are several projects the City wants to do that are quite costly, so it would be every angle they could go at.

#### **D. Snack Shack – Repairs and Agreement Update**

The City Manager gave an update on the repairs the contractor has started. They are putting the building back together. The appraisal for that was over \$800,000. They will do the flooring, repair the walls, the electrical, and prepare the structure for the concessionaire. The concessionaire would like an extension or another agreement. They offered to attend the June workshop to talk about it. The current agreement expires on July 31, 2026, and after speaking to the Commission individually, he recommends going out to bid. They had not done that since 2013.

The City Attorney said his advice is to put it out for bid and do an RFP. He is concerned about continuing to extend the contract. There is a provision in the charter that says they are not to enter into contracts that would provide a particular property for lease greater than 10 years. That has happened. It was initially done in 2013, so they are 12 years into it now because of extensions that have been given. He is uncomfortable with extending it again. They have the right to run their business there until July 31, 2026. When bid out, they can submit a proposal with everyone else. The proposals would be weighed, and they could be chosen again. They are legally obliged to bid it out.

Commissioner Ghovae said they needed to follow their City Attorney's directions.

Vice Mayor Kerr said he respected the Attorney's opinion, and if they agree not to grant any more extensions, they get that information to them sooner rather than later. They may have a clause they can get out so the City can bid it out instead of waiting until July next year. They can bid it while still doing repairs and renovations, but leave that to their decision, so they do not put any more time and effort into the space before it is open for business.

Mayor Brooks said she did not think they had done anything. The City Manager said they had cleaned out and removed their items and equipment from the location.

Mayor Brooks said that post-storm, they did not have to pay rent on the building for their space because they had not used it.

The City Attorney said that, looking through the contract, he has not found the provision allowing them not to pay rent. They are contractually obligated to comply with the terms of their contract.

Mayor Brooks said they have an advantage. They know the value of that space and would be better served to bid it and get the long-term new lease. The amount of money they will have to invest would have to be invested either way because the City is not paying for it. The City Manager said they could advertise it now and stipulate when the current lease expires.

Mayor Brooks asked if they had an idea of when the repairs on the Snack Shack would be completed. The City Manager said within the next three to four months.

Vice Mayor Kerr asked if they could take the opportunity to raise the Snack Shack a few feet. The City Manager said it would be very costly to do that.

## **6. COMMUNITY DEVELOPMENT**

### **A. Interlocal Agreement Between Pinellas County and Local Governments for Multimodal Impact Fee Coordination**

Andrew Morris, Long Range Planner, reviewed the item. They must execute an interlocal agreement before October 1, 2025, to continue Pinellas County's Multimodal Impact Fee Ordinance. Alternative mobility funding systems require local governments to execute the interlocal agreement to continue charging multimodal impact fees. Pinellas County is updating its multimodal impact fee ordinance, but it will not be finished before the October 1, 2025 deadline. Staff recommended approval.

Community Development Director Jenny Silver said they collect it on top of the City's impact fees. So, they keep 50% of the impact fees they collect for the county and give them the other 50%.

Mr. Morris said some capital projects could be for turn lanes, bike lanes, traffic signals, and sidewalks.

Director Silver said they have collected a little over \$42,000 from the county. They should be looking to use it. It must be something specific and be a transportation mobility-related capital project.

Commissioner McGeehen asked if it could be for a pedestrian walkway. Director Silver said it would be a qualifying expenditure but must be included in a capital project.

Vice Mayor Kerr asked if it would go away if they did not use it over time. Director Silver said the City's would go away in seven years, and the county's impact fees would go away in 10 years. The Vice Mayor asked if they were carrying any before 2023. Director Silver said the City started collecting it in 2023.

Commissioner Tagliarini asked if it could be used on the shortfall of the pocket parks that is listed on the agenda. Director Silver said no, but the City's local impact fees would. They have a lot they could use toward projects. Commissioner Tagliarini said that based on their conversation, they should follow the advice of the City staff.

Commissioner Ghovae asked if there were any conflicts in how the City collects the impact fees than how they are collected by the county. Director Silver explained that it was not a conflict but some differences. The county is looking to change their impact fees, but she did not know what that would look like. She could get someone from Forward Pinellas to come and answer any questions the Board might have.

The City Manager said they must use the county's fee table, not the City fee table. Commissioner Ghovae said he recalls them charging impact fees for additional bedrooms in a rebuilt single-family home. The City Manager said that was the City's impact fees. They collect for public safety, culture, recreation, and mobility. The county's would be a fourth one.

Commissioner Ghovae asked what the City charged for a 1,500 square foot structure. The City Manager said it was \$1,350 on a 1,500 square foot structure just for mobility, and then there is public safety and recreation.

Vice Mayor Kerr said that, regarding Commissioner Tagliarni's statement, pocket parks are for street ends; it is a sidewalk, so why would it not qualify? Mr. Morris said they care about capacity projects, which is usually what the county funds. The Vice Mayor said they have \$42,000 to spend, so it is something to consider regarding the over-budgeted item.

Mayor Brooks said it would be interesting to put some thought into the \$42,000 they could use to benefit the City.

## **B. Impact Fees**

Director Silver said they have the county's impact fees and the local impact fees shown in the City's impact fee ordinance in the packet. The City's impact fees calculations are on pp. 201 and 202 of the packet. Culture and recreation are much larger than the mobility impact fees. It is \$8.39 for additional heated and living square feet. On pp. 235 and 236 of the packet, show what has been collected for fire and recreation. For fire, they collected \$17,000; for recreation, it is over \$345,000, and that could be used on things like the pocket parks. On p. 237, the county and the City's local impact fees total \$87,000.

Commissioner Ghovae said if a house was destroyed due to a hurricane and the owner is replacing it, would they get credit for what was there? Director Silver said yes. They keep that in the calculation, and they have the property card from the Pinellas County Property Appraisers when they do that calculation within the PDF they save for each property. It is calculated for residential and commercial.

Director Silver introduced Jerry Murphy.

Mr. Murphy said the county's transportation fee is spent on county roads, not local streets. Using it for a sidewalk in a pocket park that doesn't connect to the Main Gulf Boulevard would probably be improper. The City's impact fees are based on the value of everything acquired over time on the property and buildings. The culture and recreation are high because of the massive amount of cultural and recreational land and buildings. That is great for Madeira Beach. The transportation fee is based on City roads and not county roads. It should be spent on what the City has.

Commissioner Ghovae said the City does not have any county roads. Mr. Murphy said the county is probably spending county funding to maintain those roads and work with FDOT on that.

Mr. Morris said Duhme Road is a county road in the City. The City Manager said the end of the road is from the Angry Pepper south to State Road 666 is City road. It is a few hundred feet.

Mayor Brooks asked if the American Legion was county or City. The City Manager said City.

Mayor Brooks asked that because it did not benefit them, the fees had not been collected in the past. If they can't spend the money, or it is very difficult to spend the money, it might not be worth

collecting the fees. Director Silver said she did not know why they were not collecting them. The Mayor asked why they would want to keep collecting it if they cannot spend it. They could opt out of collecting it if it were a choice to participate in collecting for the county. If it can't be spent, why would they collect it?

Mr. Murphy said they had to collect it because the county required them to collect it. Mayor Brooks said she misunderstood because she thought you could opt into the program or not. She asked if it was optional. If the county says they have to collect it and you can only spend it on county roads, and they only have one county road that's 500 feet long, how is that fair or even just if you don't have the roads for it. She would be interested in understanding better.

Director Silvers said they would do research and bring it back. She will ask Forward Pinellas if it is optional. If it is optional, what projects and roads could they use it for? Mayor Brooks said it would make sense if they could use it somewhere other than on a county road. If not, it does not make sense. They need to make some adjustments.

Mr. Murphy said he was sure the state roads are included and that the county partners with DOT on those improvements, and that's how those improvements get done. The Mayor said that if state roads are included, that's entirely different.

Mr. Murphy said the county has historically not been big on impact fees and has not been updated for a very long time. The last update was to change the name of transportation or traffic impact fees to multimodal impact fees, and they might have thrown sidewalks in there. It was a minimum change. Their attitude has changed, and they are now looking for a more balanced impact fee.

Commissioner Ghovae asked if Forward Pinellas was part of it. Mr. Murphy said no. Forward Pinellas is separate. They have a nice website to show what type of projects they fund.

Commissioner Tagliarini asked if the 500 feet of Duhme Road is in good shape and the money continues to grow, what could they spend it on? He is waiting for an answer. If they cannot spend it on the street ends of parks, not on the City and residential roads, then where can they spend it?

Mayor Brooks said if they are collecting it on behalf of the county and allowing the City to keep 50% of it but can only spend it on county roads, why would they collect it. She would like some clarification on where the money can be spent and whether participating is optional. The City Manager said they would contact the county and other cities to see what it is used for.

Mr. Murphy said they have to think creatively about what they can spend it on. They could put benches and shelters along the main roads.

### **Back to City's impact fees discussion**

Vice Mayor Kerr brought the discussion back to the City's impact fees. He asked if the City would charge an impact fee if you elevate a home, including the garage, with the same footprint and the new garage area becomes an air-conditioned space. Mayor Brooks said they could make it a porch, so it would not be subject to impact fees.

Vice Mayor Kerr said he argues they are not impacting the community, but the family will be charged thousands of dollars because they must elevate their home. If their stairwell is also air-conditioned, then that is more.

Mr. Murphy said that the way the house is used could be occupied by more people if it gets 500 additional square feet. They are looking at investigating a waiver, an exception, or some tax increment financing aspect to waive those fees and cover them otherwise. That is part of the proposal at the end of the package on pp. 239 and 240. They are proposing at the university level to investigate with the City and talk to the residents about their concerns with the fee itself. It has been in place since 2021. You can reevaluate it yearly, but he does not think it is necessary because the discount percentage is increasing. The way it was rolled out it would be worth reevaluating, particularly after the aftermath of the hurricanes, to see if there is a way to find an exception to elevating and enclosing the garage and not having to charge a fee. You are getting a vulnerable structure out of the floodplain and into the air where water can flow through, which is desirable in Madeira Beach.

Vice Mayor Kerr said the residential fees have vastly been more than the commercial fees, which was the idea when they started down the path years ago. They had to reassess the actual cost to the City for transportation and the City parks. He asked how often they could do it. Mr. Murphy said they could do it every year, but the way they drafted it was to do it every seven years. It would be in conjunction with the evaluation and appraisal of the comprehensive plan, which is every seven years. Once you update the comprehensive plan, the statute says you have to update the Land Development Regulations to implement those plan policies. Based on previous conversations with the Commission, they proposed to go ahead and do an update process by talking to the community to see their impressions of the impact fees, what they like to see, what they do and do not like, and how it would be modified. With his floodplain manager hat on, he would say it is a great idea. They can do it as a Board, but research still needs to be done to see whether it would be legal. Given the weather for the past couple of years, the community may desire to promote something like that. They also have to train the Planning Commission to better understand an impact fee and how it needs to be rolled out. That is what they proposed.

Vice Mayor Kerr said if you have a 2,000 square foot home with a 500 square foot, two car garage on it and you elevate it or rebuild that same home, that would take that 500 square foot garage and turn it into living space. You couldn't give a variance for the first 500 to be at zero. Anything above that to be at the going rate.

The City Attorney said he did not believe the code currently allows a variance to anything not in the land development code. That is Chapter 92 of the code, which is not in the land development code. It would have to be in the land development code for the Special Magistrate to hear a variance proceeding on it. Mr. Murphy is asking if there is a way to create an exemption or a waiver for a certain portion of the buildout. It would not be a variance but an exemption or a waiver.

Mr. Murphy said that would have to be done by ordinance. It needs substantial, competent evidence to support it so it is defensible when somebody decides to challenge it. They could get it done

sooner but didn't want to go back and amend it in case of a storm. They can explore it and find out for sure if it can be done. If it can, they will present it along with any options.

Vice Mayor Kerr said he does not want to wait a year. He appreciated Mr. Murphy putting together the plan and the proposal. The proposal is amenable. People will be submitting for permits in the coming days and weeks, not next year. Next year, their houses will already be built and charged.

The City Attorney said they could handle that by way of a refund. They could build in a provision in the ordinance to provide for refunds if the waiver were placed into it. That can be addressed. They would have to pay it upfront, with the possibility of a refund if a waiver is approved. Those are things that need to be looked into. The Vice Mayor said he would be amenable to it.

Mr. Murphy said there is a refund provision in the ordinance, but he is unsure if it would cover that specific instance. It has to be refunded if it has not been spent in seven years. The money sits in a trust fund, gaining interest. You refund them based on what permit collected it.

Vice Mayor Kerr said he would like to put that on an agenda for the Board to look at and vote if they are amenable to the waiver. If it does not go through, it does not go through.

Mayor Brooks said she believed that when somebody lifts their home, it impacts the community. They lowered the permit fees by 1% this past year. They gave a greater discount by doing that because when you collect permit fees, they can only be used by the building department, specifically for them. She does not know if there is a benefit to the community by building another satellite office for the building department, buying another car, or upgrading a truck. There is a greater benefit to the community from an impact fee because it can be used so diversely. It can pay for pocket parks, playground equipment, etc. When they voted to reduce the permitting fees from 2% to 1%, it was a big giveback to the community.

Vice Mayor Kerr said his argument has always been that the few should not have to pay for the services of the many. The few are those who are adding to or rebuilding their home, mainly because they have to. It is the few paying for the many to enjoy, like the pocket parks. It should just be commercial because they are impacting the community. It will probably be coming back to the Board to vote on at the next BOC meeting. They can come back after it is all done, with a waiver to refund those if the community decides they agree with his position on it versus the current status.

Commissioner McGeehen said he would like to see how many residents moved out of the community. New residents are now coming in who paid pennies on the dollar for the houses. They do not deserve any special favor, such as waiving impact fees. The Vice Mayor said they are paying full permit fees. The people who buy them and turn them into Airbnb, he believes, have an impact on the community. An Airbnb is six months. Director Silver said some places are grandfathered but not many.

Commissioner Ghovae said that whether it is a new owner or not, if the house was there historically, impact fees on that house should be credited to the new builder or the new person. That is, whether they are moving in now or have lived there. It doesn't matter. The house has been there. Impact fees should be credited.

Mayor Brooks said the conversation was about whether you should raise your house and enclose the garage, which is between 400 and 600 square feet for a standard two-car garage, although some could be larger. Vice Mayor Kerr believes that if you keep the same footprint and have a 500-square-foot garage, you are enclosing it and making it a livable space. Currently, you pay impact fees on that 500 square feet because it adds air-conditioned space to the house. The garage goes up with the house when they are enclosing it. He would like them to do the study so those individuals would not have to pay impact fees on that garage space.

Mayor Brooks said they are discussing it because Vice Mayor Kerr would like it to come back for them to vote on in two weeks. The discussion is so that everyone can understand when they come back at the next meeting, would they vote yes to spend \$30,000 to do a study to possibly do away with impact fees so that individuals raising their home will not pay the impact fee on that 500 square foot or are they going to vote no.

Vice Mayor Kerr said it would not impact any commercial properties. The whole idea was to rewrite it so that instead of doing it by square feet, they would do it by bed and bath. Mayor Brooks asked how many people have applied to lift their homes. Director Silver said there are about 10 in the queue. Depending on whether they have a garage or not, if turning it into a heated living space, that additional square footage would be charged the impact fees. Giving it a 500-square-foot allowance would not impact the commercial.

Mayor Brooks said she was pro-impact fees, and they should pay. If you increase the square footage of your home and your livable space, it impacts the community.

Following further discussion, Director Silver said the direction she got from the Board is to bring it forward to the next BOC meeting to vote on whether to proceed with the study. Mr. Morris asked if they would be bringing the interlocal agreement back. Director Silver said yes.

### **C. Building Permit Process**

Director Silver said Community Development and the Building Department are now one department. She explained the current process and that they are getting extra help from CAP government. They are recommending additional contracted permit reviewers from Al Carrier. They had difficulty in the past with those who did not know the code. They will start getting that extra help next week to get the permits looked at. It takes a while with the elevating sides.

Mayor Brooks said that at their last meeting, a resident said Treasure Island was issuing permits in a day to raise houses. They are not, never have, not a single one. She went to Treasure Island today and talked with their permit department. They are going to send her the data on how many permits they have issued to raise a home, if there are any. But none has been issued within a day, three days, or even a week. After they no longer received the state help they did not bring them back, creating a backlog for them. So, their Commission voted to bring in extra help so they could get caught back up. It is very expensive, and they are not collecting any permitting fees to pay for that outside help.

Director Silver responded to questions from the Board. They are already paying Al Carrier; he will have extra time next week to help them. He might have one or two people he could bring in to



help. They are looking at three to four days a week at this time. If they are needed, they could come out to open hours. He might have two other people to help. It would speed up the process and get the backlog down.

#### **D. Post-Hurricane Update – Recovery, Rebuild, Permitting, FEMA, FDEM**

The City Manager said the County's Community Development Block Grant Action Plan has a website that he will forward to the Commission and post on the City's website. There are 260 applications in Madeira Beach for the Elevate Florida Program on the Florida Division of Emergency Management's website. There are 170 applications for structure elevation, 83 for mitigation and reconstruction, six for wind management, and one for demolition. He gave an update on the building permit data as of May 28. He reminded everyone of the annual Hurricane and Sea Turtle Expo on Saturday, May 31, beginning at 10:00 a.m.

The City Manager said he and Commissioner McGeheen attended an FDEM meeting last week, during which Mr. Kevin Guthrie provided a lot of information. They provided a guide on how to request post-storm materials and services, and staff will be trained through the web emergency operations. The other interesting takeaway was the future of emergency management funding. The federal government provides most of the emergency funding to the state and through FEMA for individual assistance. It is believed that in the future, the reimbursement to local governments may be altered in that they may only be reimbursed 50% of expenses post-storm. Mayor Brooks said the state would also reimburse at 50%.

### **7. FIRE**

#### **A. Emergency Operations Plan Amendment for 2025-2028 (Resolution 2025-05)**

The City Manager said every year they look at the Emergency Operations Plan and make necessary changes. They are looking at getting staff access to make requests through the County and FDEM.

Fire Chief Clint Belk asked to include another change under the Fire Department. He wanted to remove the address for Calvary Church as the alternate EOC and replace it with verbiage that an alternate EOC would be based on their agreement on the mainland.

Commissioner Tagliarini recommended they go with the recommendation of staff and Chief Belk.

Vice Mayor Kerr asked if the City had an agreement with Cambria. Chief Belk said to use their parking garage for city staff to park their vehicles if they cannot get through and need to come to work. They have not used it yet. They had an agreement with the City of Seminole, but when they had the alternate EOC, they took everything from the City to one location, including staff.

### **8. PUBLIC WORKS**

#### **A. ITB #25-07 Military Court of Honor Discussion & Approval**

Public Works Director Megan Wepfer explained the item. The project came in under budget at \$225,823.02 with a contingency with Veracon, LLC DBA Vera Contractors.

Commissioner McGeehen thought they should proceed and get it going as soon as possible.

Commissioner Ghovae asked when they would put a shovel in the ground. Director Wepfer said the bid will come back to the Board for final approval on June 11. Once they give the notice to proceed, they will begin within the next few weeks. She hopes to be started by the beginning of July. Commissioner Ghovae thought it would be a good idea to have a groundbreaking ceremony and a ribbon cutting once it is finished.

Mayor Brooks asked how long the construction would take once they broke ground. Director Wepfer said she thought it would be within 90 days. They have talked about the 911 Ceremony, and the contractor is aware the site will need to be cleaned if they are not finished.

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

#### **B. ITB #25-06 Boca Ciega Street End Beautification Project Discussion & Approval**

Director Wepfer said it did not come in under budget. They are working to reduce the costs by changing some of the plants. They have lowered the plant cost from \$14,950 to \$2,358, but she is still waiting on the contractor's installation cost. She expects it to be in the range of \$25 to \$50 per plant. There is a 10% contingency cost of \$16,114.92 strictly for contingency. She could save \$1,000 by having staff install the furniture.

Commissioner Tagliarini asked if they were going to use the plants that were recommended by the design. Director Wepfer said they would stick to the same planting they have used. She will purchase the plants, and the vendor will plant them. She did whatever she needed to get it within budget.

#### **C. RFI No. 25-09 Engineering Consultant and Design Services Discussion & Approval**

Director Wepfer said the purpose is to add engineers to the range of projects, much like the RFI that was put out in 2023. Currently, they have eight or nine contracts that are still in place. It saves time when they have a project and broadens the range. Attorney Trask will review the RFI to ensure it complies with the State Statute.

Commissioner Ghovae asked what the limit of services cost per project would be. Director Wepfer said it is not based on cost but on the firm's qualifications. It allows them to have a list of contracts with their disciplines and access to them whenever there is a project that is more fitting for one firm. The cost per project would come before the Board for approval if it is over \$30,000.

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

### **9. RECREATION**

## A. Fitness Center

Recreation Director Jay Hatch explained the item. He provided a quote he obtained from Avaron in response to a bid to upgrade the equipment prior to the storm. Since then, the price has almost doubled. He would need to put it out to bid again because it is over \$30,000. He asked for direction from the Board.

Commissioner Tagliarini asked what budget it would come out of. The City Manager said the Recreation Department in the General Fund. Commissioner Tagliarini said that based on the 190 cards to enter that were distributed, they should continue to offer it to residents. Before they offer it to nonresidents, they should have it open for a while and have quality equipment. He asked what "Misc Machines Commercial Membership 5 Years" meant in the quote. Director Hatch said the machines can be programmed to create accounts and track workouts. It would allow them to institute some fitness initiative programs. Commissioner Tagliarini thought they should move forward and give it back to the residents with good equipment.

Commissioner McGeehen said he was a big proponent of opening the gym to residents. He was in favor of opening it to nonresidents for a fee. It would help cover the cost of equipment. Commissioner Ghovae agreed.

Vice Mayor Kerr said he had been opposed to it from the beginning. He knew they would have to buy new equipment for the few that use it. It will cost tens of thousands of dollars, and they still have the liability if someone gets hurt. He did not think the City needed to be in the business of having a fitness center. He is against it.

Mayor Brooks said she agreed with Vice Mayor Kerr. She was against opening the gym to the public and still feels like it is there for and because of the fire department. They got the equipment through a grant. She asked how many people really use it. Director Hatch said the 190 cards were issued before the storm, and he does not know if they all still live in Madeira Beach. The cards are turned off, but he is able to look at the software to see who has attempted to use the cards since the storm. The Mayor asked what the checks and balances are to see if residents with cards still live here. Director Hatch said they have an annual waiver. It is difficult to track. Since all of the cards are turned off, they could tell residents to stop by the rec center to have it reactivated if they want to rejoin. The Mayor said it would be interesting to know how many would come in to reactivate their card before they go through the bid process. She asked if there would be a grant available for funding. Director Hatch said most of the grants are for lower-income communities, but he will continue to look.

Director Hatch said the equipment is maintained quarterly for safety for \$150 monthly.

Mayor Brooks recommended advertising that the fitness center is open again and see how many residents come in to have their card reactivated. If there is a great interest, then have another conversation. The Commission agreed.

Director Hatch said he would meet with Community Development to discuss the opportunity to use recreation impact fees to upgrade the fitness center because it would increase the services available to the residents.

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

## **11. ADJOURNMENT**

Mayor Brooks adjourned the meeting at 9:10 p.m.

ATTEST:

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

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



# Memorandum

**Meeting Details:** June 11, 2025

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** ITB #25-06 Boca Ciega Steet End Beautification Project Approval

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## **Background**

Staff released ITB #25-06 Boca Ciega Street End Beautification Project on April 8, 2025, at 5PM to the public. A mandatory pre bid meeting was held on site on April 17<sup>th</sup> at 10AM where 7 contractors attended. A bid opening was held on April 30<sup>th</sup> and 3 contractors submitted. The lowest responsive vendor was Mali Contracting Corp which provided a project total of \$181,806.66, after verified by staff the cost came in at \$177,264.12. The fiscal year 25 budget has \$150,000.00 allocated toward this project.

Staff met on 5-21-25 for a pre-construction meeting and are working on ways to decrease the overall cost and to stay within budget. One way discussed is to removal the purchase of the plants from the contractor which is \$14,950.00 and the city to purchase directly for huge savings. The contractor but the contractor will provide labor costs for installation. There are also other items that we are looking to change to decrease the cost and will have an update at the meeting on the findings. The overall project cost does have a ten percent contingency which is \$16,114.92, this is for unforeseen issues during construction.

Update: 6-4-25 Staff has worked with Mali Contracting Corp. to lower the project cost from the submitted total of \$177,264.12 to \$149,998.42 which includes a 10% contingency. The updated cost includes the installation of the plants but not the purchase of the plants. The city will purchase the plants directly from Golden Golden Rain Nursery for a total of \$2,358.00.

## **Fiscal Impact**

The fiscal impact of this project will not exceed the \$150,000.00 which has been included in FY25 Budget. The contract cost with Mali has been negotiated and the new project total is \$149,998.42 which includes a 10% contingency. The plant cost will be deducted from the project contingency to ensure the budget is not exceeded ( $\$13,636.22 - \$2,358.00 = \$11,278.22$ ).

**Recommendation(s)**

Staff recommends approval of the contract with Mali Contracting Corp for the Boca Ciega Street End Beautification Project for \$149,998.42.

**Attachments**

- Mali Contracting Corp Contract
- Mali Corp updated Proposal Worksheet

## CONTRACT

This **CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and **Mali Contracting Corp** , of the City of Tampa , County of Hillsborough , and State of Florida, hereinafter designated as the Contractor".

### **WITNESSETH:**

That the parties to this Contract each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and its successors, assigns, executors, or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools, and equipment for the following:

**PROJECT NAME: Boca Ciega Street End Beautification Project**

**PROJECT # ITB No. 25-06**

**in the amount of \$ 149,998.42**

In accordance with the BID PROPOSAL submitted by the CONTRACTOR and technical supplemental specifications and such other special provisions and drawings, if any, as submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and performance & payment bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, **including Exhibit A – CONTRACTOR BID RESPONSE and Exhibit B – CITY INVITATION TO BID**, and all of said work to be performed and completed by the Contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions, or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

**THE CONTRACTOR AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS, AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS, OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY, OR THE CONTRACTOR, OR THE CONTRACTOR'S SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.**

## CONTRACT

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at Contractor's own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.



## CONTRACT

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2019), specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Madeira Beach in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City of Madeira Beach would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Madeira Beach all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Madeira Beach.

In witness whereof, the parties hereto have executed this agreement as of the effective date.


**City of Madeira Beach:**

**Attest:**

**By:** \_\_\_\_\_  
**Mayor: Anne-Marie Brooks**

**By:** \_\_\_\_\_  
**City Clerk: Clara Vanblargan**

**Mali Contracting Corp**

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

**Print Name:** Marisela Linares

**Title:** President

**CONTRACT****Exhibit A – CONTRACTOR BID RESPONSE****Exhibit B – CITY INVITATION TO BID**

**IN WITNESS, WHEREOF**, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

**CITY OF MADEIRA BEACH  
IN PINELLAS COUNTY, FLORIDA**

By: (SEAL) City Manager

Countersigned:

By: \_\_\_\_\_  
Mayor: Anne-Marie Brooks

Attest:

\_\_\_\_\_  
City Clerk: Clara Vanblargan

Approved as to form:

\_\_\_\_\_  
City Attorney: Tom Trask

(Contractor must indicate whether Corporation,  
Partnership, Company or Individual.)

\_\_\_\_\_  
Mali Contracting Corp

By:  \_\_\_\_\_ (SEAL)

(The person signing shall, in their own handwriting, sign the principal's name, their own name, and their title; where the person is signing for a Corporation, they must, by Affidavit, show their authority to bind the Corporation).



## BID PRICING

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish to the City of Madeira Beach the Boca Ciega Street End Beautification Project, per the signed and sealed plans at the price(s) stated in **Exhibit A – Bid Pricing**.

### Exhibit A – Bid Pricing

Note: The City requires a 5% contingency amount, in addition to the contract amount, for any incidentals.

GRAND TOTAL OF BID (labor, materials and 5% contingency) \$ 181,806.66

### PAYMENT TERMS:

Payment will be made only after completion and acceptance of the Work.

Pursuant to Florida Statutes § 218.735, Contractor's invoices must be submitted to the City's project manager for review and processing. This official will stamp each invoice as received, and, if deemed complete, accepted and not disputed, shall thereafter be paid within 25 business days after receipt. If an invoice fails to meet the contract requirements by, among other things, failing to provide the date(s) of service, the materials used, and other details sufficient to verify the work and its related costs, the City will reject the invoice within 20 days after it is received. Any such rejection will be in writing and will specify the deficiencies and what information or changes are required to make the invoice proper. Payment of corrected, accepted invoices will be within 10 business days from the invoiced City's receipt of same unless City Commission approval is required. Any portion of an invoice covering Work or materials which are disputed by the invoiced City in terms of quality, quantity, workmanship or defective installation shall be disputed by the City in accordance with Florida Statutes § 218.76(2). However, any portion of an invoice covering Work or materials which are not disputed will be paid within the time periods set forth herein.

Complete payment for the Work will not be made until all conduit, junction boxes, and other required equipment or materials are installed; Work is completed; the Work sites are restored to "as good or better" conditions; and, the Work has been inspected and accepted by the City's construction permit inspector and/or the Engineer

A 5% retainage of the awarded bid amount, will be withheld.

Vendor: Mali Contracting Corp

Date: 04/30/2025



# Schedule of Values Form

## LANDSCAPE

Project: Pocket Parks

County: Madeira Beach, Florida

This Schedule of Values form is tool that will be used by the City when items necessary for the project are added or removed from the Lump Sum Contract. It will be used during the Pay Application process. It is a form that may be modified and may not include all items that are required in the plans. Items may be added, based on your bid, to account for all items in the Plans. Contact the Project Administrator if you have any questions prior to submitting this form.

ITEM	COMMON NAME	DESCRIPTION		UNIT	UNIT PRICE	COST
SMALL PLANTS * Subject to Change						
Agave	Blue Glow	3 GAL, 10"-12" HT X 18"-24" SPD, FULL	6	EA	\$275.00	\$1,650.00
Agave	Blue Agave	30 GAL, 5'-6' HT, X 3'-4' SPD, STANDARD	3	EA	\$600.00	\$1,800.00
Agave	False Agave	3 GAL, 12"-14" HT X 12"- 14" SPD, FULL	36	EA	\$200.00	\$7,200.00
LARGE PLANTS * Subject to change						
Adonidia merrillii	Christmas Palm	B&B, 10' -12' HT, TRIPLE FLORIDA NO. 1	2	EA	\$1,250.00	\$2,500.00
Conocarpus erectus f. sericeus	Buttonwood	B&B, 12'-14' HT, 3'-4' SPD, 3" CAL, STANDARD TRUNK, FLORIDA NO. 1	2	EA	\$900.00	\$1,800.00
IRRIGATION						
Bubbler		Install (2) bubblers @ 0.25 GPM per each tree	14	EA	\$30.00	\$420.00
Drip Control Zone Kit			5	EA	\$150.00	\$750.00
Pipe Transition Point			9	EA	\$50.00	\$450.00
Dripline Area			416	SF	\$1.00	\$416.00
Plastic Electric Remote Control Valves			4	EA	\$70.00	\$280.00
Reduced Pressure Backflow Preventer			5	EA	\$1,450.00	\$7,250.00
Commercial / Residential Controller			5	EA	\$130.00	\$650.00
Water Meter			1	EA	\$300.00	\$300.00
Lateral Line			860	LF	\$2.50	\$2,150.00
Mainline			30	LF	\$40.00	\$1,200.00
Sleeve			28	LF	\$30.00	\$840.00
* Every item in the plans that are necessary to install the plants is included in the Unit Price. Those items include but are not limited to: Site preparation Plant Shipping Installation Mycorrhizal inoculant for each plant type Fertilizer Mulch (Pine straw or Mini-Pine bark nuggets) for each plant and mulch beds Water and watering Backfill material Warranty Plant care during construction period Staking & bracing for each plant type						
HARDSCAPE						
Pedestrian Permeable Pavers			3,500	SF	\$21.70	\$75,950.00
Vehicular Permeable Pavers			4,100	SF	\$0.00	\$0.00
Bedding Layer (2" ASTM #8 Stone)			48.04	CY	\$70.00	\$3,362.80
Paver Base Layer (6" ASTM #57 Stone)			144.13	CY	\$80.00	\$11,530.40
Geotextile Filtration Fabric			7,600	SF	\$0.00	\$0.00
Aluminum Edge Restrain Pavers			1,344	LF	\$5.00	\$6,720.00
Crushed Shell Rock			4.00	CY	\$70.00	\$280.00
Concrete mow curb			1,900	LF	\$5.00	\$9,500.00
Block Wall with Cap			210	LF	\$110.00	\$23,100.00
FURNITURE						
Bench		INSTALL ONLY, PROVIDED BY CITY OF MADEIRA BEACH	12	EA	\$50.00	\$600.00
Trash Receptacle		INSTALL ONLY, PROVIDED BY CITY OF MADEIRA BEACH	5	EA	\$45.00	\$225.00
Pet Waste station		INSTALL ONLY, PROVIDED BY CITY OF MADEIRA BEACH	5	EA	\$45.00	\$225.00
Landscape Materials Subtotal						
						\$12,000.00
Site and Plant care during the 2-YEAR ESTABLISHMENT PERIOD	INCLUDES, BUT NOT LIMITED TO: plant care during Establishment period, maintenance of traffic, MOWING, LITTER REMOVAL AND DISPOSAL, HERBICIDE/PESTICIDE, FERTILIZER, EDGING, WEEDING, PRUNING, MULCH, AND TREE STAKING. Includes water, watering, water ring removal and staking removal at the end of the Establishment period.	As required in the Plans	0	Mo	\$250.00	\$0.00
Sub Total						\$173,149.20
Contingency					5.00%	\$8,657.46
Contract Price						
\$181,806.66						



ADDITIONAL MATERIALS/ADDENDA

Additional Materials submitted (mark one):

  X   No additional materials have been included with this bid  
           Additional Materials attached (describe--attach additional pages if needed)

**Addenda** Bidders are responsible for verifying receipt of any addenda issued by checking the City’s website at <http://www.madeirabeachfl.gov> prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda Number	Initial to acknowledge receipt
1	ML

Vendor Name   Mali Contracting Corp   Date:   04/28/2025



# VENDOR INFORMATION

Company Legal / Corporate Name: Mali Contracting Corp

Doing Business as (if different than above): \_\_\_\_\_

Address: 4501 N Saint Vincent St

City: Tampa State: FL Zip: 33614

Phone: (813) 489-3650 Fax: \_\_\_\_\_

Email address: malicontractingcorp@gmail.com Website: \_\_\_\_\_

State License#: CGC1534877 PCCLB License #: I-CGC1534877

DUNS #: \_\_\_\_\_

## Remit to address (if different than above):

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## Order from address (if different from above):

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## Contact for Questions about this bid:

Name: Marisela Linares Fax: \_\_\_\_\_

Phone: (813) 489-3650 E-Mail Address: malicontractingcorp@gmail.com

## Day-to-Day Project Contact (if awarded):

Name: Marisela Linares Fax: \_\_\_\_\_

Phone: (813) 489-3650 E-Mail Address: malicontractingcorp@gmail.com

☒ Certified Small Business Certifying Agency: Pinellas County, Hillsborough County

☒ Certified Minority, Women or Disadvantaged Business Enterprise Certifying Agency: City of

Tampa, Hillsborough County



## SCRUTINIZED COMPANIES

### SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

Authorized Signature

Marisela Linarez

Printed Name

President - CEO

Title

Mali Contracting Corp

Name of Entity/Corporation

STATE OF

Florida

COUNTY OF

Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on, this 25 day of April, 2025.

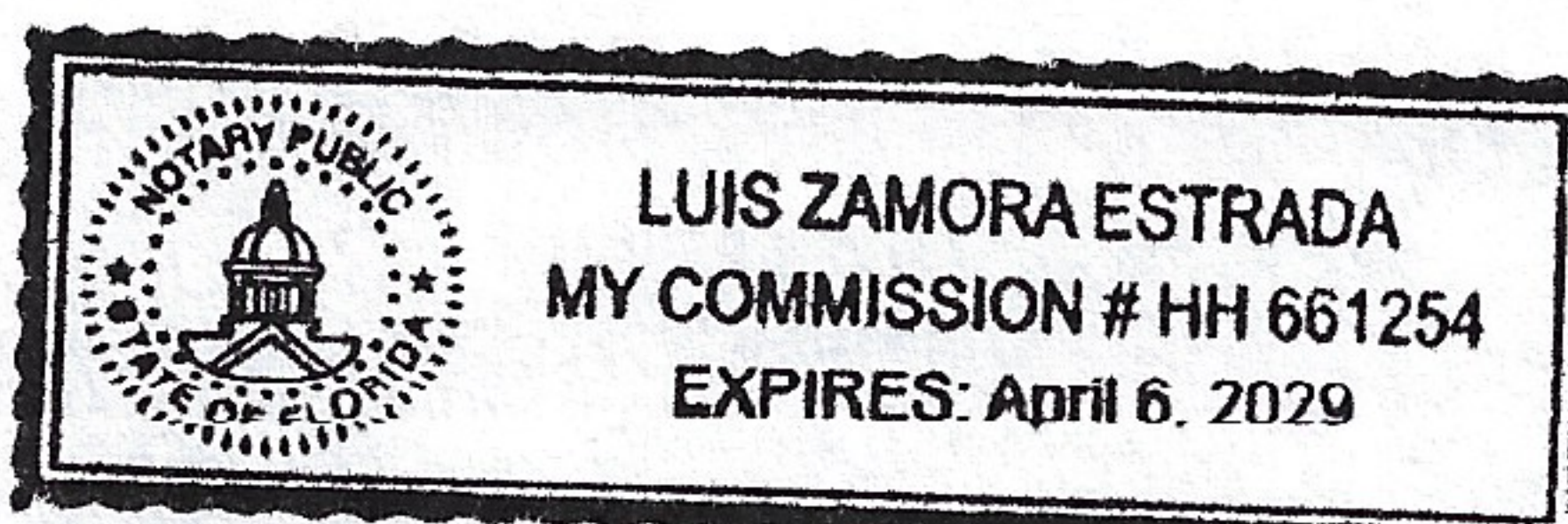
by Marisela Linarez (name of person whose signature is being notarized) as the President - CEO (title) of Mali Contracting Corp (name of corporation/entity), personally known    or produced    (type of identification) as identification, and who did/did not take an oath.

Notary Public

Printed Name: Luis Zamora Estrada

My Commission Expires: April 6, 2029

NOTARY SEAL ABOVE



[Signature]



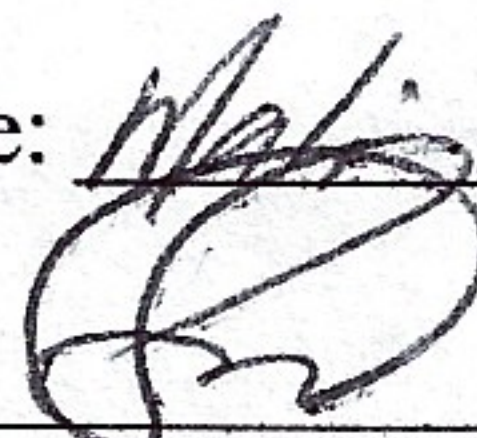
## OFFER CERTIFICATION

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Madeira Beach.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Madeira Beach may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Madeira Beach agrees not to change or delete any copyright or proprietary notices.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

### ACCEPTED AND AGREED TO:

Company Name: Wet Contracting Corp

Signature: 

Printed Name: Marisela Linares

Title: President- CEO

Date: 04/25/2025



## Schedule of Values Form

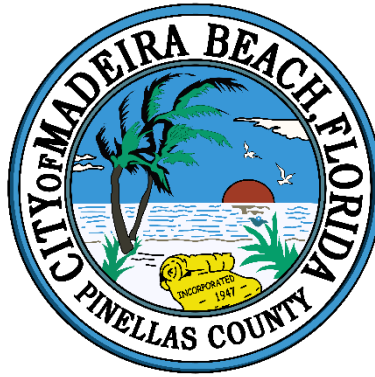
### LANDSCAPE

**Project:** Pocket Parks

**County:** Madeira Beach, Florida

This Schedule of Values form is tool that will be used by the City when items necessary for the project are added or removed from the Lump Sum Contract. It will be used during the Pay Application process. It is a form that may be modified and may not include all items that are required in the plans. Items may be added, based on your bid, to account for all items in the Plans. Contact the Project Administrator if you have any questions prior to submitting this form.

ITEM	COMMON NAME	DESCRIPTION		UNIT	UNIT PRICE	COST
<b>SMALL PLANTS * Subject to Change</b>						
Agave	Blue Glow	3 GAL, 10"-12" HT X 18"-24" SPD, FULL.	6	EA	\$100.00	\$600.00
Agave	Blue Agave	30 GAL, 5'-6" HT, X 3'-4" SPD, STANDARD	3	EA	\$175.00	\$525.00
Agave	False Agave	3 GAL, 12"-14" HT X 12"- 14" SPD, FULL	36	EA	\$80.50	\$2,898.00
<b>LARGE PLANTS * Subject to change</b>						
Adonia merrillii	Bottle palms	25 G	2	EA	\$200.00	\$400.00
Conocarpus erectus f. sericeus	Buttonwood	B&B, 12"-14' HT, 3'-4" SPD, 3" CAL, STANDARD TRUNK, FLORIDA NO. 1	2	EA	\$275.00	\$550.00
<b>IRRIGATION</b>						
Bubbler		Install (2) bubblers @ 0.25 GPM per each tree	14	EA	\$15.00	\$210.00
Drip Control Zone Kit			0	EA	\$150.00	\$0.00
Pipe Transition Point			9	EA	\$50.00	\$450.00
Dripline Area			416	SF	\$1.00	\$416.00
Plastic Electric Remote Control Valves			4	EA	\$70.00	\$280.00
Reduced Pressure Backflow Preventer			0	EA	\$1,450.00	\$0.00
Commercial / Residential Controller			5	EA	\$130.00	\$650.00
Water Meter			0	EA	\$300.00	\$0.00
Lateral Line			860	LF	\$2.50	\$2,150.00
Mainline			30	LF	\$40.00	\$1,200.00
Sleeve			28	LF	\$30.00	\$840.00
<b>* Every item in the plans that are necessary to install the plants is included in the Unit Price. Those items include but are not limited to:</b> Site preparation Plant Shipping Installation Mycorrhizal inoculant for each plant type Fertilizer Mulch (Pine straw or Mini-Pine bark nuggets) for each plant and mulch beds Water and watering Backfill material Warranty Plant care during construction period Staking & bracing for each plant type						
<b>HARDSCAPE</b>						
Pedestrian Permeable Pavers			3,500	SF	\$21.70	\$75,950.00
Vehicle Permeable Pavers			4,400	SF	\$0.00	\$0.00
Bedding Layer (2" ASTM #8 Stone)			48.04	CY	\$70.00	\$3,362.80
Paver Base Layer (6" ASTM #57 Stone)			144.13	CY	\$80.00	\$11,530.40
Geotextile Filtration Fabric			7,600	SF	\$0.00	\$0.00
Aluminum Edge Restrain Pavers			1,344	LF	\$5.00	\$6,720.00
Crushed Shell Rock			4.00	CY	\$70.00	\$280.00
Concrete mow curb		Minimum Charge	40	LF	\$80.00	\$3,200.00
Block Wall with Cap			210	LF	\$110.00	\$23,100.00
<b>FURNITURE</b>						
Bench		INSTALL ONLY, PROVIDED BY CITY OF MADEIRA BEACH	12	EA	\$50.00	\$600.00
Trash Receptacle		INSTALL ONLY, PROVIDED BY CITY OF MADEIRA BEACH	5	EA	\$45.00	\$225.00
Pet Waste station		INSTALL ONLY, PROVIDED BY CITY OF MADEIRA BEACH	5	EA	\$45.00	\$225.00
<b>Landscape Materials Subtotal</b>						
						\$0.00
<b>Site and Plant care during the 2-YEAR ESTABLISHMENT PERIOD</b>						
	INCLUDES, BUT NOT LIMITED TO: plant care during Establishment period, maintenance of traffic, MOWING, LITTER REMOVAL AND DISPOSAL, HERBICIDE/PESTICIDE, FERTILIZER, EDGING, WEEDING, PRUNING, MULCH, AND TREE STAKING. Includes water, watering, water ring removal and staking removal at the end of the Establishment period.	As required in the Plans	0	Mo	\$250.00	\$0.00
<b>Sub Total</b>						
						\$136,362.20
Contingency					10.00%	\$13,636.22
<b>Contract Price</b>						
						\$149,998.42



**ITB# 25-06**  
**Boca Ciega Street End Beautification**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Madeira Beach (City) until **1:30 PM April 30, 2025** to provide the construction of the **Boca Ciega Street End Beautification Project**.

**Brief Description:** The City of Madeira Beach is soliciting sealed bids for the beautification of 5 street end areas located within the Boca Ciega Neighborhood. The street ends currently consist of grass and will be upgraded to include a pervious paver walkway with planters. Four of the street ends will include the installation of irrigation to run to the planter.

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by the City of Madeira Beach until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda will be given on a thumb drive at the mandatory pre bid conference.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

General, Process or technical questions concerning this solicitation should be directed, IN WRITING, to the following:

NAME: Megan Wepfer  
TITLE: Public Works Director  
EMAIL: Mwepfer@madeirabeachfl.gov

**This Invitation to Bid is issued by:**

**City of Madeira Beach**  
**300 Municipal Drive**  
**Madeira Beach, FL 33708**  
**727-391-9951**

## STANDARD TERMS AND CONDITIONS

- i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the contact(s) listed on page 1. Questions should be submitted in writing via email. Questions received less than ten (10) calendar days prior to the due date and time may be answered at the discretion of the City.

**Lobbying prohibited.** After the issuance of any solicitation, or during renegotiation of any existing contract, no prospective proposers, bidders or offerors, or their agents, representatives or persons acting at the request of such offerors, shall contact, communicate with, or discuss any matter relating to the solicitation or the renegotiation with any city officers, agents or employees other than the single point of contact set forth in the solicitation, unless otherwise expressly provided for in the solicitation or otherwise directed by the designated point of contact. This prohibition does not prohibit the making of oral presentations to evaluation committees when invited to do so, nor does it prohibit proposers, bidders or offerors from responding to questions posed by City Commissioners during a public meeting at which contract award is being discussed by the Commission. Otherwise, this prohibition ends upon the execution of the final contract or when the solicitation has been canceled or the renegotiation is terminated.

- i.2 **ADDENDA / CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on Demandstar.com as well as the City website no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check Demandstar.com as well as the City of Madeira Beach Website for addenda and clarifications prior to submitting their bid.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

- i.3 **VENDOR CONFERENCE / SITE VISIT:** Yes: X  
**Mandatory Attendance:** Yes: X

**Date:** April 17, 2025      **Time:** 10:00AM      **Location:** 135<sup>th</sup> Ave. & Boca Ciega Ave. Park #1

If so designated above, attendance is mandatory as a condition of submitting a bid. The conference/site visit provides interested parties an opportunity to discuss the City's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

- i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

**Date:** April 30, 2025

**Time:** 1:30 PM

**Location:** City of Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, FL 33708

The City will open all bids properly and timely submitted and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the city website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, bids are available for inspection by contacting the City of Madeira Beach Building Department.

- i.5 **BID FIRM TIME:** 90 days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

- i.6 **BID SECURITY:** Yes \_\_\_\_\_ No X \_\_\_\_\_

If so, designated above, a bid security in the amount specified must be submitted with the bid. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, or cashier's check payable to the City of Madeira Beach (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such bid security shall be forfeited to the City of Madeira Beach should the bidder selected fail to execute a contract when requested.

**PAYMENT AND PERFORMANCE BOND:** Yes X \_\_\_\_\_ No \_\_\_\_\_

Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition. The form of this payment and performance bond shall be as the form attached to this ITB as **Attachment "A"**.

- i.7 **BID SUBMITTAL TO:** Bids must be delivered by hand, post, or courier service to the address below. Use label at the end of this solicitation package.

City of Madeira Beach  
Attn: Public Works Department  
300 Municipal Drive, Madeira Beach FL 33708

No responsibility will attach to the City of Madeira Beach, its employees or agents for premature opening of a bid that is not properly addressed and identified.

- i.8 **LATE BIDS:** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Madeira Beach, or any private courier, regardless of whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Madeira Beach, Florida local times. The bidder agrees to accept the time stamp in by the Building Department Office as the official time.
- i.9 **COMMENCEMENT OF WORK:** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.
- i.10 **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The city is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The city will not be responsible for any bidder errors or omissions.
- i.11 **FORM AND CONTENT OF BIDS:** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initiated, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The city may require that an electronic copy of the bid be submitted. The bid must provide all information requested and must address all points. The city does not encourage exceptions. The city is not required to grant exceptions and depending on the exception, the city may reject the bid.
- i.12 **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

## STANDARD TERMS AND CONDITIONS

i.13 **MODIFICATION / WITHDRAWAL OF BID:** Requests to modify or withdraw a submitted bid **MUST** be in writing and **MUST** be received by the city prior to the day and time bids are opened. Such requests must state the reason for the request, and will be reviewed prior to bid opening, but not acted upon until after bid opening in the sole discretion of the City. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a **MODIFICATION** or **WITHDRAWAL** of the bid. Requests to modify or withdraw a bid will not be considered after bids are opened. Bidders who dishonor their bid shall forfeit their bid bonds.

i.14 **RESPONSIBILITY DISCLOSURES:** If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.

In addition to this information, please also provide written responses to the following questions:

- Has bidder been sued in civil court for any intentional or negligent tort within five years of the date of bid opening? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder been sued in civil court for breach of contract within five years of the date of bid opening? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder, or any of its officers or employees, been criminally charged with any crime related to bidder's performance of work or business practices within the past five years? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder, or any of its officers or employees, been cited by OSHA or any other state or federal regulatory agency within the past five years for violation of regulations resulting from bidder's performance of work or business practices? If so, state the charge numbers, name of citing agencies, and provide a narrative as to the outcome of each.
- Has bidder, or any of its licensed employees or licensed qualifiers, had their license suspended or revoked within the past five years? If so, list each such instance and provide a narrative response as to the reasons for the licensure action and the current status of the suspended or revoked license.

NOTE: The foregoing questions addressing bidder responsibility **MUST** be answered in full and such responses **MUST** be included in submitted bids. Failure to respond to each question posed will result in bids being disqualified. A positive response to any of the foregoing questions will **NOT** result in an automatic disqualification. Rather, the City's evaluation of a bidder's responsibility to perform the work will take into account the overall responses provided, including the nature, volume, and timing of each suit, charge, citation, debarment, suspension, or license action.

i.15 **RESERVATIONS:** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The city may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The city is charged by its Charter to make an award that is in the best interest of the city. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

i.16 **OFFICIAL SOLICITATION DOCUMENT:** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute

acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

- i.17 **COPYING OF BIDS:** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.

- i.18 **CONTRACTOR ETHICS:** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
  - b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
  - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.19 **GIFTS:** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The city may request product samples from vendors for product evaluation.
- i.20 **TRADE SECRETS:** The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

"Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information, which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret.
2. Of value.
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the city will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as "confidential" will be insufficient to comply with this requirement.

While the City will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, prior to the submission of their materials to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

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In the event any record is requested under the Public Records Act, procurement staff will consult with the City's legal counsel and, if City's legal counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City's counsel disagrees with the designation, City staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The City notes that absent some unusual justification, a bidder's or proposer's contract price shall not constitute a trade secret.

- i.21 **EVALUATION PROCESS:** Bids will be reviewed by the Bid Review Committee and representative(s) of the respective department(s). The city staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.22 **CRITERIA FOR EVALUATION AND AWARD:** The City evaluates three (3) categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.
- a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The city must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
  - b) Responsibility. The city will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The city will determine whether any failure to supply information, or the quality of the information, will result in rejection.
  - c) Price. We will then evaluate the bids that have met the requirements above. The City intends to award a contract to the lowest responsive, responsible bidder.
- i.23 **COST JUSTIFICATION:** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.24 **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.25 **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a Contract are posted to Demandstar.com as well as the City of Madeira Beach website. **It is the bidder's responsibility to check Demandstar.com as well as the City of Madeira Beach's website at <https://www.madeirabeachfl.gov> to view relevant bid information and notices.**
- i.26 **BID TIMELINE:** Dates are tentative and subject to change.  
 Release ITB: April 8, 2025, 5PM  
 Mandatory Pre Bid Meeting: April 17, 2025, 10AM  
 Questions Due: April 21, 2025, 5PM  
 Addendums Posted: April 25, 2025, 5PM  
 Bids due: April 30, 2025, 1:30PM  
 Open Bids: April 30, 2025, immediately following

Review bids: April 30, 2025, immediately following  
 Award recommendation: May 28, 2025 BOC Workshop Meeting  
 Commission authorization: June 11, 2025 BOC Regular  
 Contract begins: June 12, 2025 Once fully signed

- i.27 **SUBCONTRACTOR DISCLOSURE:** Bidders must provide with their bids a list of all subcontractors they intend to use to perform the project, including a description of what portions of the work each subcontractor will do, and acknowledging that use of such subcontractors shall not absolve the General Contractor/bidder from complying with the terms and conditions of the awarded contract.
- i.28 **CONTRACT DOCUMENTS:** The successful bidder shall, once the City issues its notice of intent to award, execute and return to the City the form of contract attached to this ITB as **Attachment “B”**, which is made a part hereof. This form of contract, along with the terms and conditions of this ITB, including the Attachments and any addenda thereto, as well as the successful bidders bid, shall collectively constitute the contract between the successful bidder and the City. In the event of any conflict between the documents, the order of precedence shall be the form of contract, the terms of this ITB, and then the bidder’s bid.
- S.1 **DEFINITIONS:** Uses of the following terms are interchangeable as referenced: “vendor, contractor, supplier, proposer, company, parties, persons”, “purchase order, PO, contract, agreement”, “city, Madeira Beach, agency, requestor, parties”, “bid, proposal, response, quote”.
- S.2 **INDEPENDENT CONTRACTOR:** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor’s employees, not City employees. Accordingly, Contractor and Contractor’s employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers’ compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the city, Contractor will defend, indemnify and hold harmless the city from all such claims.
- S.3 **SUBCONTRACTING:** Contractor may not subcontract work under this Agreement without the express written permission of the city. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.4 **ASSIGNMENT:** This Agreement may not be assigned either in whole or in part without first receiving the City’s written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.5 **SUCCESSORS AND ASSIGNS, BINDING EFFECT:** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.6 **NO THIRD-PARTY BENEFICIARIES:** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create any benefits, rights, or responsibilities in any third parties.
- S.7 **NON- EXCLUSIVITY:** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.8 **AMENDMENTS:** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.9 **TIME OF THE ESSENCE:** Time is of the essence to the performance of the parties’ obligations under this Agreement.
- S.10 **COMPLIANCE WITH APPLICABLE LAWS:**



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- a. **General.** Contractor must procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
- b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the city and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
  - (i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").
  - (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the city in regard to any such inspections.
  - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the city in regard to any random verification performed.
  - (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

**Immigration Compliance: E-Verify.** Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st, 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

Contractor's contract with the Town cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Town that it has registered with and uses the E-Verify system. If Contractor

enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Town develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either

for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Town shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

- S.11 **SALES/USE TAX, OTHER TAXES:** Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

- S.12 **AMOUNTS DUE THE CITY:** Contractor must be current and remain current in all obligations due to the city during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the city or fees and charges owed to the city.

- S.13 **OPENNESS OF PROCUREMENT PROCESS:** Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the city pursuant to this ITB are exempt from public disclosure until such time that the city provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the city provides notice of an intended decision concerning the reissued ITB or until the city withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meeting. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the city provides notice of an intended decision concerning the reissued ITB or until the City

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withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

**In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.**

**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, Clara VanBlargan, phone: 727-391-9951 300 Municipal Dr, Madeira Beach, FL 33708. [Cvanblargan@madeirabeachfl.gov](mailto:Cvanblargan@madeirabeachfl.gov)**

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Madeira Beach (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) 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 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.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) 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:
  1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
  2. 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.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its 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.

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.

- S.14 **AUDITS AND RECORDS:** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the city may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the city.
- S.15 **BACKGROUND CHECK:** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
- S.16 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL:** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
- S.17 **DEFAULT:**
- a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.
  - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with the City's Purchasing Policy and Procedures.
  - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
  - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the city may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- S.18 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
  - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute

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- services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party will be liable for incidental, special, or consequential damages.
- S.19 **CONTINUATION DURING DISPUTES:** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.20 **TERMINATION FOR CONVENIENCE:** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- S.21 **TERMINATION FOR CONFLICT-OF-INTEREST FLORIDA STATUTES SECTION 112:** Pursuant to F.S. Section 112, the city may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.22 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT:** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
- S.23 **PAYMENT TO CONTRACTOR UPON TERMINATION:** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
- S.24 **NON-WAIVER OF RIGHTS:** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
- S.25 **INDEMNIFICATION / PRESERVATION OF IMMUNITY:** Each party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend

itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the Town of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Town expressly reserves these rights to the full extent allowed by law.

- S.26 **WARRANTY:** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

- S.27 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES:** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

- S.28 **NO GUARANTEE OF WORK:** Contractor acknowledges and agrees that it is not entitled to deliver any specific number of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the city to purchase, accept, or pay for materials or services which exceed its actual needs.

- S.29 **OWNERSHIP:** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

- S.30 **USE OF NAME:** Contractor will not use the name of the City of Madeira Beach in any advertising or publicity without obtaining the prior written consent of the City.

- S.31 **PROHIBITED ACTS:** Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.

- S.32 **RISK OF LOSS:** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

- S.33 **SAFEGUARDING CITY PROPERTY:** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

- S.34 **WARRANTY OF RIGHTS:** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION:** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must,

## STANDARD TERMS AND CONDITIONS

without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

- S.36 **CONTRACT ADMINISTRATION:** The contract will be administered by the Building Department and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- S.37 **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
- S.38 **FUEL CHARGES AND PRICE INCREASES:** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City of Madeira Beach.
- S.39 **NOTICES:** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.40 **GOVERNING LAW, VENUE:** This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.
- S.41 **INTEGRATION CLAUSE:** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.42 **PROVISIONS REQUIRED BY LAW:** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.43 **SEVERABILITY:** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.44 **SURVIVING PROVISIONS:** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion,

termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

- S.45 **PUBLIC ENTITY CRIMES STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- S.46 **CERTIFICATES AND PERMITS:** Contractor shall secure at Contractor's own expense all necessary certificates, licenses and permits from municipal or other public authorities required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation. Contractor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Agreement, and any extra work performed by Contractor.
- S.47 **ATTORNEY FEES:** In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s).
- S.48 **NO THIRD-PARTY BENEFICIARY:** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.
- S.49 **CONTRACTOR SAFETY:** Contractor shall comply with the OSHA, Florida Department of Commerce Safety Regulations, and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including 29 CFR 1910 and Florida Statutes Chapter 442 (Occupational Safety and Health). Contractor shall take all necessary precautions for the safety of, and provide the necessary protection to prevent damage, injury or loss to:
- (1) All employees on the Work and other persons and organizations who may be affected thereby.
  - (2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Work locations; and
  - (3) Other property at Work locations or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic for the public and preservation of the City's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed. While the City has the right of access to the Work site and to inspect the Work, the City does not undertake any role in overseeing compliance with the Contractor's duties concerning safety stated herein and as may be required by law and professional industry standards.



## DETAILED SPECIFICATIONS

1. **INTRODUCTION.** The City of Madeira Beach (City) is located on the West Coast of Florida in the Tampa Bay region. The City of Madeira Beach is a Gulf Coast barrier island community with an estimated permanent population of 5,000 residents, is home to the historic John's Pass Village, and our beach boasts a pristine 2-mile long stretch of sand.
2. **SCOPE OF WORK.** The City of Madeira Beach (City) is seeking to contract with a Contractor for the beautification of five (5) street ends located within the Boca Ciega Neighborhood. The street ends currently consist of grass and will be upgraded to add pervious paver walkways, planters and irrigation. The Contractor will construct the project pursuant to the plans and specifications attached to this ITB as **Attachment "C"**, which is incorporated herein and made a part hereof.
3. **QUALIFICATIONS.** The contractor shall provide proof of workmanship and knowledge of the project scope. Please include any previous projects that were close in nature.
4. **DELIVERY.** Delivery hours, if needed, are from 8:00am to 4:00pm, Monday through Friday.
5. **INSURANCE REQUIREMENTS.** The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically, the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- A. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- B. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- C. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$500,000 (five hundred thousand dollars) each employee each accident, \$500,000 (five hundred thousand dollars) each employee by disease, and \$500,000 (five hundred thousand dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.
- D. **Pollution Liability Insurance** coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the servicing and operations of Vendor (and any subcontractors, representatives, or agents) involved in the work/transport, in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

### OTHER INSURANCE PROVISIONS

Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and Auto Liability policies. In addition, when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Madeira Beach**  
**Attn: Public Works Department, ITB #25-06**  
**300 Municipal Drive Madeira Beach, FL 33708**

- a. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- b. Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.
- c. Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

**The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.**

## **MILESTONES**

**1. BEGINNING DATE OF PROJECT.** June 12, 2025

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

**2. PRICES.** All pricing shall be firm; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

**BID SUBMISSION**

1. **BID SUBMISSION.** It is recommended that bids be hand-delivered to the Madeira Beach Public Works Department. For bids mailed and/or hand-delivered, bidder must submit one (1) electronic format on a Thumb Drive, in a sealed container using the label provided at the end of this solicitation.
2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature.
  - Bid container properly labeled
  - Electronic PDF Thumb Drive
  - Bid pricing form
  - Exceptions/Additional Materials/Addenda form
  - Vendor Information form
  - Scrutinized Companies form(s) as required
  - Offer Certification form
  - Attachment "A" (Performance & Payment Bond), signed and notarized
  - Attachment "B" (Contract & Bid Bond), signed & notarized

W-9 Form to be provided by Bidder (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

## BID PRICING

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish to the City of Madeira Beach the Boca Ciega Street End Beautification Project, per the signed and sealed plans at the price(s) stated in **Exhibit A – Bid Pricing**.

### Exhibit A – Bid Pricing

Note: The City requires a 5% contingency amount, in addition to the contract amount, for any incidentals.

GRAND TOTAL OF BID (labor, materials and 5% contingency) \$\_\_\_\_\_

### PAYMENT TERMS:

Payment will be made only after completion and acceptance of the Work.

Pursuant to Florida Statutes § 218.735, Contractor's invoices must be submitted to the City's project manager for review and processing. This official will stamp each invoice as received, and, if deemed complete, accepted and not disputed, shall thereafter be paid within 25 business days after receipt. If an invoice fails to meet the contract requirements by, among other things, failing to provide the date(s) of service, the materials used, and other details sufficient to verify the work and its related costs, the City will reject the invoice within 20 days after it is received. Any such rejection will be in writing and will specify the deficiencies and what information or changes are required to make the invoice proper. Payment of corrected, accepted invoices will be within 10 business days from the invoiced City's receipt of same unless City Commission approval is required. Any portion of an invoice covering Work or materials which are disputed by the invoiced City in terms of quality, quantity, workmanship or defective installation shall be disputed by the City in accordance with Florida Statutes § 218.76(2). However, any portion of an invoice covering Work or materials which are not disputed will be paid within the time periods set forth herein.

Complete payment for the Work will not be made until all conduit, junction boxes, and other required equipment or materials are installed; Work is completed; the Work sites are restored to "as good or better" conditions; and, the Work has been inspected and accepted by the City's construction permit inspector and/or the Engineer

A 5% retainage of the awarded bid amount, will be withheld.

Vendor: \_\_\_\_\_

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

**Schedule of Values****LANDSCAPE**

This Schedule of Values form is tool that will be used by the City when items necessary for the project are added or removed from the Lump Sum Contract. It will be used during the Pay Application process. It is a form that may be modified and may not include all items that are required in the plans. Items may be added, based on your bid, to account for all items in the Plans. Contact the Project Administrator if you have any questions prior to submitting this form.

**Project:** Boca Ciega Street End Beautification Project

**County:** Madeira Beach, Florida

ITEM	COMMON NAME	DESCRIPTION		UNIT	UNIT PRICE	COST
<b>SMALL PLANTS * Subject to Change</b>						
Agave	Blue Glow Agave	3 GAL, 10"-12" HT X 18"-24" SPD, FULL.	6	EA		\$0.00
Agave	False Agave	15 GAL, 2'-4' HT, X 2'-3' SPD, STANDARD	3	EA		\$0.00
Agave	False Agave	3 GAL, 12"-14" HT X 12"- 14" SPD, FULL	36	EA		\$0.00
<b>LARGE PLANTS * Subject to Change</b>						
Adonidia merrillii	Christmas Palm	B&B, 10' -12' HT, TRIPLE FLORIDA NO. 1	2	EA		\$0.00
Conocarpus erectus f. sericeus	Buttonwood	B&B, 12'-14' HT, 3'-4' SPD, 3" CAL, STANDARD TRUNK, FLORIDA NO. 1	1	EA		\$0.00
Prunus angustifolia	Chickasaw Plum	B&B, 8' HT, 3'-4' SPD, 2" CAL, STANDARD TRUNK, FLORIDA NO. 1	1	EA		\$0.00
<b>* Every item in the plans that are necessary to install the plants is included in the Unit Price. Those items include but are not limited to:</b>						
Site preparation						
Plant						
Shipping						
Installation						
MYCORRHIZAL INOCULANT for each plant type						
FERTILIZER						
MULCH (PINE STRAW, MINI PINE BARK NUGETS) for each plant and mulch beds						
Water and watering						
Backfill material						
Warranty						
Plant care during construction period						
STAKING & BRACING for each plant type						
<b>HARDSCAPE</b>						
Pedestrian Permeable Pavers			3,608.00	SF		\$0.00
Vehicular Permeable Pavers		REMOVED FROM PROJECT	4,476.00	SF		\$0.00
Bedding Layer (2" ASTM #8 Stone)			48.04	CY		\$0.00
Paver Base Layer (6" ASTM #57 Stone)			144.13	CY		\$0.00
Geotextile Filtration Fabric			8,561.00	SF		\$0.00
Aluminum Edge Restrain Pavers			1,344.00	LF		\$0.00
Crushed Shell Rock			3.60	CY		\$0.00
Concrete mow curb			12.00	LF		\$0.00
Wall block			165.00	LF		\$0.00
MOBILIZATION & DEMOBILIZATION			2.00	Ea		\$0.00
Performance Bond = 2% of the Sub Total			2.00%			\$0.00
Subtotal of Project						\$0.00
<b>CONTINGENCY</b>			10.00%			\$0.00

**Grand Total Lump Sum Price**

**\$0.00**

## ADDITIONAL MATERIALS/ADDENDA

**Additional Materials submitted (mark one):**

\_\_\_\_\_ No additional materials have been included with this bid

\_\_\_\_\_ Additional Materials attached (describe--attach additional pages if needed)

**Addenda** Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at <http://www.madeirabeachfl.gov> prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

**Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):**

Addenda Number	Initial to acknowledge receipt

Vendor Name \_\_\_\_\_ Date: \_\_\_\_\_

**VENDOR INFORMATION**

Company Legal / Corporate Name: \_\_\_\_\_

Doing Business as (if different than above): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_ Website: \_\_\_\_\_

State License#: \_\_\_\_\_ PCCLB License #: \_\_\_\_\_

DUNS #: \_\_\_\_\_

**Remit to address (if different than above):**

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Order from address (if different from above):**

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Contact for Questions about this bid:**

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Day-to-Day Project Contact (if awarded):**

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

\_\_\_\_\_ Certified Small Business Certifying Agency: \_\_\_\_\_

\_\_\_\_\_ Certified Minority, Women or Disadvantaged Business Enterprise Certifying Agency: \_\_\_\_\_

\_\_\_\_\_

## SCRUTINIZED COMPANIES

### SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

***THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.***

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Entity/Corporation

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ (name of person whose signature is being notarized) as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of corporation/entity), personally known ☐ or produced (type of identification) as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

NOTARY SEAL ABOVE



## OFFER CERTIFICATION

**By signing and submitting this Bid, the Vendor certifies that:**

- a) It is under no legal prohibition on contracting with the City of Madeira Beach.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Madeira Beach may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Madeira Beach agrees not to change or delete any copyright or proprietary notices.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

**ACCEPTED AND AGREED TO:**

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

..... For US Mail .....

**SEALED BID**

<b>Submitted by:</b> Company
Name:
Address:
City, State, Zip:
<b>ITB # 25-06</b>
<b>Due Date:</b>

City of Madeira Beach  
 Attn: **Public Works Department**  
 300 Municipal Drive  
 Madeira Beach FL 33708

..... For US Mail .....

\_For Hand Deliveries, FEDEX, UPS or Other Courier Services \_

**SEALED BID**

<b>Submitted by:</b> Company
Name:
Address:
City, State, Zip:
<b>ITB # 25-06</b>
<b>Due Date:</b>

City of Madeira Beach  
 Attn: **Public Works Department**  
 300 Municipal Drive  
 Madeira Beach FL 33708

\_\_\_\_\_ For Hand Deliveries, FEDEX, UPS or Other Courier Services \_\_\_\_\_

## ATTACHMENT "A"

**PERFORMANCE AND PAYMENT BOND  
PUBLIC CONSTRUCTION BOND**

Bond No. \_\_\_\_\_

By this bond, we \_\_\_\_\_, as Principal, whose principal address and phone number are \_\_\_\_\_, and \_\_\_\_\_, as Surety, whose principal address and phone number are \_\_\_\_\_, are bound to The City of Madeira Beach, herein called Owner, whose principal address and phone number are 300 Municipal Drive, Madeira Beach, FL 33708, 727-391-9951, in the sum of \$\_\_\_\_\_, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner, which contract was awarded pursuant to ITB #20-08, for construction of the build-out of the downstairs office suite, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.

The project to be performed under the contract is the build-out of the downstairs office suite at the City of Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, FL 33708.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Name of Surety)

**ATTACHMENT "A"**

By: \_\_\_\_\_  
 As Attorney in Fact for Surety

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
 by \_\_\_\_\_ (name and title of corporate officer) of  
 \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state or place of  
 incorporation) corporation, on behalf of the corporation. He/she is personally known to me or  
 has produced \_\_\_\_\_ (type of identification) as identification.

Notary signature \_\_\_\_\_

Print or stamp name of Notary \_\_\_\_\_

Notary number:

My Commission Expires:

**Pursuant to Florida Statutes § 255.05(1)(b), the principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.**



## ATTACHMENT "B" CONTRACT

This **CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and \_\_\_\_\_, of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of Florida, hereinafter designated as the Contractor".

### **WITNESSETH:**

That the parties to this Contract each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and its successors, assigns, executors, or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools, and equipment for the following:

**PROJECT NAME: Boca Ciega Street End Beautification Project**

**PROJECT # ITB No. 25-06**

**in the amount of \$ \_\_\_\_\_**

In accordance with the BID PROPOSAL submitted by the CONTRACTOR and technical supplemental specifications and such other special provisions and drawings, if any, as submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and performance & payment bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, **including Exhibit A – CONTRACTOR BID RESPONSE and Exhibit B – CITY INVITATION TO BID**, and all of said work to be performed and completed by the Contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions, or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

**THE CONTRACTOR AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS, AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS, OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY, OR THE CONTRACTOR, OR THE CONTRACTOR'S SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.**

## CONTRACT

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at Contractor's own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

## **CONTRACT**

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2019), specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Madeira Beach in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City of Madeira Beach would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Madeira Beach all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Madeira Beach.

In witness whereof, the parties hereto have executed this agreement as of the effective date.

**City of Madeira Beach:**

**Attest:**

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

**Mayor: Anne-Marie Brooks**

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

**City Clerk: Clara Vanblargan**

**{Insert Name of Contractor}**

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

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

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



**CONTRACT****Exhibit A – CONTRACTOR BID RESPONSE****Exhibit B – CITY INVITATION TO BID**

**IN WITNESS, WHEREOF**, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

**CITY OF MADEIRA BEACH  
IN PINELLAS COUNTY, FLORIDA**

By: (SEAL) City Manager

Countersigned:

By: \_\_\_\_\_  
Mayor: Anne-Marie Brooks

(Contractor must indicate whether Corporation,  
Partnership, Company or Individual.)

(The person signing shall, in their own handwriting,  
sign the principal's name, their own name, and  
their title; where the person is signing for a  
Corporation, they must, by Affidavit, show their  
authority to bind the Corporation).

Attest:

\_\_\_\_\_  
City Clerk: Clara Vanblargan

Approved as to form:

\_\_\_\_\_  
City Attorney: Tom Trask

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_ (SEAL)

**CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT**

(CORPORATION FORM)

**STATE OF FLORIDA****COUNTY OF \_\_\_\_\_**

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, \_\_\_\_\_, who after being duly sworn, deposes and says:

That they are the \_\_\_\_\_ (TITLE) of \_\_\_\_\_, a Florida Corporation, with its principal place of business located at \_\_\_\_\_ (herein, the "Contractor").

That the Contractor was the General Contractor under a contract executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20 with the **CITY OF MADEIRA BEACH, FLORIDA**, a municipal corporation, as Owner, and that the Contractor was to perform the construction of:

**PROJECT NAME: Boca Ciega Street End Beautification Project****CITY PROJECT # ITB No. 25-06**

That said work has now been completed and the Contractor has paid and discharged all sub-contractors, laborers, and material tradesmen in connection with said work and there are no liens outstanding of any nature nor any debts or obligations that might become a lien or encumbrance in connection with said work against the described property.

That Contractor is making this affidavit pursuant to the requirements of Chapter 713, Florida Statutes, and upon consideration of the payment of \_\_\_\_\_ (final full amount of contract) in full satisfaction and discharge of said contract.

That the Owner is hereby released from any claim which might arise out of said Contract.

The word "liens" as used in this affidavit shall mean any and all arising under the operation of the Florida Mechanic's Lien Law as set forth in Chapter 713, Florida Statutes.

Sworn and subscribed to before me

\_\_\_\_\_  
**AFFIANT**

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
**PRESIDENT**

**BID BOND**

(Not to be filled out if a certified check is submitted)

**KNOWN ALL MEN BY THESE PRESENTS:** That we, the undersigned, \_\_\_\_\_  
 \_\_\_\_\_ as Principal, and \_\_\_\_\_  
 \_\_\_\_\_ as Surety, who's address is \_\_\_\_\_  
 \_\_\_\_\_, are held and firmly bound unto the  
 City of Madeira Beach, Florida, in the sum of \_\_\_\_\_  
 Dollars (\$ \_\_\_\_\_ ) (being a minimum of 5% of Contractor's Total Bid Amount) for the  
 payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,  
 executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of \_\_\_\_\_  
 \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety,  
 for work specified as: \_\_\_\_\_  
 \_\_\_\_\_

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and  
 specifications provided here for, all within Pinellas County, is accepted and the contract awarded to the  
 above named bidder, and the said bidder shall within ten days after notice of said award enter into a  
 contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by  
 the City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law  
 and the full amount of this Bid Bond will be paid to the City as stipulated or liquidated damages.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

(Principal must indicate whether corporation, partnership,  
 company or individual)

Principal: \_\_\_\_\_

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

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

Surety: \_\_\_\_\_

(The person signing shall, in their own handwriting,  
 sign the principal's name, their own name, and their  
 title; where the person is signing for a Corporation,  
 they must, by Affidavit, show their authority to bind  
 the Corporation).



# Memorandum

**Meeting Details:** June 11, 2025

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** ITB# 25-07 Military Court of Honor Discussion & Approval

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## **Background**

ITB# 25-07 was released on demandstar on April 4, 2025. A mandatory pre bid meeting was held onsite on April 15<sup>th</sup> at 10AM where 11 different contractors attended. All bids were due April 24<sup>th</sup> at 10Am, and we received 4 complete bids and 1 incomplete bid. Veracon, LLC DBA Vera Contractors submitted the lowest responsive responsible bid package for \$225,812.43. After verifying the proposal worksheet, the total project cost is \$225,823.02 due to some additional errors on the proposal worksheet. This project does include a 10% contingency in the event of an unforeseen issue during construction.

## **Fiscal Impact**

FY25 budget has \$250,000 budgeted for the Construction of the Military Court of Honor. The construction cost has come in under budget, but additional engineering fees may be incurred due to requests for information or clarification of specifications during construction and weekly site visits to verify the work completed. Additional engineering costs will not exceed \$10,000.00 and will keep the overall cost of the project within budget.

## **Recommendation(s)**

Staff recommends the Board of Commissioners approve awarding ITB#25-07 Military Court of Honor to Veracon, LLC DBA Vera Contractors for \$225,823.02.

## **Attachments**

- Contract and Bond Document

## ATTACHMENT "B" CONTRACT

This **CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and \_\_\_\_\_, of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of Florida, hereinafter designated as the Contractor".

### WITNESSETH:

That the parties to this Contract each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and its successors, assigns, executors, or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools, and equipment for the following:

**PROJECT NAME: Military Court of Honor**

**PROJECT # ITB No. 25-07**

in the amount of \$ 225,812.43

In accordance with the BID PROPOSAL submitted by the CONTRACTOR and technical supplemental specifications and such other special provisions and drawings, if any, as submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and performance & payment bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, **including Exhibit A – CONTRACTOR BID RESPONSE and Exhibit B – CITY INVITATION TO BID**, and all of said work to be performed and completed by the Contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions, or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

**THE CONTRACTOR AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS, AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS, OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY, OR THE CONTRACTOR, OR THE CONTRACTOR'S SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.**

## CONTRACT

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at Contractor's own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

## CONTRACT

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2019), specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Madeira Beach in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City of Madeira Beach would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Madeira Beach all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Madeira Beach.

In witness whereof, the parties hereto have executed this agreement as of the effective date.

**City of Madeira Beach:**

**Attest:**

**By:** \_\_\_\_\_  
**Mayor**

**By:** \_\_\_\_\_  
**City Clerk**

**VERACON, LLC dba VERA CONTRACTORS**

**By:** Michael Vera   
Digitally signed by Michael Vera  
DN: c=US,  
E=mvera@veracontractors.com, O=Vera  
Contractors, CN=Michael Vera  
Date: 2025.06.03 17:01:37-0400

**Print Name:** MICHAEL VERA

**Title:** PRESIDENT

**CONTRACT****Exhibit A – CONTRACTOR BID RESPONSE****Exhibit B – CITY INVITATION TO BID**

**IN WITNESS, WHEREOF**, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

**CITY OF MADEIRA BEACH**  
**IN PINELLAS COUNTY, FLORIDA**

By: (SEAL) City Manager

Countersigned:

By: \_\_\_\_\_  
 Mayor: Anne-Marie Brooks

(Contractor must indicate whether Corporation,  
 Partnership, Company or Individual.)

(The person signing shall, in their own handwriting,  
 sign the principal's name, their own name, and  
 their title; where the person is signing for a  
 Corporation, they must, by Affidavit, show their  
 authority to bind the Corporation).

Attest:

\_\_\_\_\_  
 City Clerk: Clara Vanblargan

Approved as to form:

\_\_\_\_\_  
 City Attorney: Tom Trask

VERACON, LLC dba VERA CONTRACTORS

By: **Michael Vera** Digitally signed by Michael Vera  
 DN: C=US, E=mvera@veracontractors.com,  
 O=Vera Contractors, CN=Michael Vera  
 Date: 2025.06.03 17:01:54-04'00'  
 Michael Vera, President





**vera contractors**

www.veracontractors.com  
CGC1520257

Item 9B.

**4/23/2025**

**RE: Military Court of Honor – Madeira Beach, FL  
Statement of Qualifications**

1. USF RESEARCH FOUNDATION INC 3802 Spectrum Blvd. Tampa, FL  
– Provide ADA Compliant Sidewalks at the Spectrum Buildings.
2. QUAD GRAPHICS 4611 S. Church Ave Tampa, FL  
– Concrete Slab installation.
3. HAGAN PAVER INSTALLATION 3017 N. Woodrow Ave. Tampa, FL  
– Exterior Paver installation
4. PROGRESSIVE INSURANCE 3302 Crescent Park Drive Riverview, FL  
– Provide ADA Compliant Sidewalks.
5. ANCHOR COVE CONCRETE REPAIR 5844 Old Pasco Rd. Wesley Chapel, FL  
– Concrete sidewalk excavations and repair throughout the community.
6. COMPREHENSIVE CARE CENTER, INC. 1231 N. Tuttle Sarasota, FL  
– Commercial building concrete sidewalk removal and re-installation.
7. MICON 301 Commerce Blvd. Oldsmar, FL  
– Concrete pad and retaining wall.
8. ST. JOSEPH'S WOMEN'S HOSPITAL 3030 W. Dr Martin Luther King Jr Blvd Tampa, FL  
– Flagpole Installation
9. ST. JOSEPH'S HOSPITAL NORTH 4211 Van Dyke Rd Lutz, FL  
– Sidewalk Installation

## BID PRICING

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish to the City of Madeira Beach the completed construction of the Military Court of Honor, per the signed and sealed plans at the price(s) stated in **Exhibit A – Bid Pricing**.

### Exhibit A – Bid Pricing & Contractor Proposal Worksheet

Note: The City requires a 10% contingency amount, in addition to the contract amount, for any incidentals.

GRAND TOTAL OF BID (labor, materials and 10% contingency) \$ 225,812.43

### PAYMENT TERMS:

Payment will be made only after completion and acceptance of the Work.

Pursuant to Florida Statutes § 218.735, Contractor's invoices must be submitted to the City's project manager for review and processing. This official will stamp each invoice as received, and, if deemed complete, accepted and not disputed, shall thereafter be paid within 25 business days after receipt. If an invoice fails to meet the contract requirements by, among other things, failing to provide the date(s) of service, the materials used, and other details sufficient to verify the work and its related costs, the City will reject the invoice within 20 days after it is received. Any such rejection will be in writing and will specify the deficiencies and what information or changes are required to make the invoice proper. Payment of corrected, accepted invoices will be within 10 business days from the invoiced City's receipt of same unless City Commission approval is required. Any portion of an invoice covering Work or materials which are disputed by the invoiced City in terms of quality, quantity, workmanship or defective installation shall be disputed by the City in accordance with Florida Statutes § 218.76(2). However, any portion of an invoice covering Work or materials which are not disputed will be paid within the time periods set forth herein.

Complete payment for the Work will not be made until all conduit, junction boxes, and other required equipment or materials are installed; Work is completed; the Work sites are restored to "as good or better" conditions; and, the Work has been inspected and accepted by the City's construction permit inspector and/or the Engineer

A 5% retainage of the awarded bid amount, will be withheld.

Vendor: VERA CONTRACTORS DBA VERACON, LLC

Date: 4/24/2025

## Maderia Beach Court of Honor Contractor's Proposal Worksheet

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL	
DEMOLITION					
1	Slit fencing Lineal Feet	400	2.36	\$ 944.00	-
2	Tree Barricades and Slit fencing lineal feet	224	\$ 2.36 -	\$ 528.64	-
3	Clearing and Grubbing Lump Sum	1	\$ 3,540-	\$ 3,540.00	-
4	Removal of existing concrete sq ft.	1,800	\$ 6.20 -	\$ 11,151.00	-
5	Relocate of gazebo Lump Sum	1	\$ 4,307-	\$ 4,307.00	-
6	removal of trees & Palms each	1	\$ 1,888-	\$ 1,888.00	-
7	Removal of misc. signage lump sum	1	\$ 236 -	\$ 236.00	-
8	Removal of electrical Lump Sum save connection for flag pole led lighting	1	\$ -	\$ Included	-
TOTAL DEMOLITION				\$ -	-
SITE WORK					
1	Grading of site Sq. Ft.	5,500	\$ 1.18 -	\$ 6,490.00	-
2	Kicher VLO - 2700Kinground LED Low Voltage Light fixture cost install	7	\$ -	\$ Included in Line Item 3	-
3	Electrical works & LED Light Fixtures for lights Utilize existing electrical source & Bench Lighting Lump Sum	1	\$ 14,632	\$ 14,632.00	-
4	Liberty Tapered 25 Foot Flag Poles Hurricane Resistant (Commercial Grade (Satin Aluminum) with external halyard	7	\$ 6,490	\$ 45,430.00	-
5	Decorative Concrete of Star gold and dark yellow include PVC divider strip between color and field concrete 6" thick 3,000 PSI with welded wire mesh set on PVC chairs 2 feet on center Sq. Ft.	1	\$ 61,950	\$ 61,950.00	-
6	Transformer (12V/ 15V) with Timer/ Photocell for LED Landcape Lighting	1	\$ -	\$ Included in Line Item 3-	-
7	Install 2'x4' Aluminum Park Bench	4	\$ 3,009-	\$ 12,036.00	-
8	Precast white Concrete cap stone w/light sandblast finish set with mortar setting bed lineal feet. 2' X5' each per detail	4	\$ -	\$ Included in Line Item 5-	-
9	Decorative concrete circular exposed aggregate stone & shell 6" thick 3,000 PSI with 6"x6"x10 gauge welded wire mesh set on PVC chairs 2 feet on center Sq. Ft.	115	\$ -	\$ Included in Line Item 5-	-
10	Poured in place field areas with mini river gravel exposed aggregate surface and provide expansion joints as necessary at joints + 6" thick 3,000 PSI with 6"x6"x10 gauge welded wire mesh set on PVC chairs 2 feet on center Sq. Ft.	2365	\$ -	\$ Included in Line Item 5-	-
11	Ultra Violet resistant epoxy paint Textured finish	2365	\$ -	\$ Included in Line Item 5-	-
12	Broom finish concrete sidewalk 6 inches thick with 6"x6"x 10 gauge welded wire mesh sat on 2" PVC chairs 2 ft on center expansion joints against existing hard edges and max 40 ft on center Sq. Ft.	525	\$ -	\$ Included in Line Item 5-	-
13	Repair existing irrigation system as necessary LS	1	\$ 2,950-	\$ 2,950.00	-
14	Add planting soil as necessary to bring 2 inches below finish grade. Install Bahia sod as needed	1	\$ 7,080-	\$ 7,080.00	-
TOTAL SITE WORK				\$ 150,568.00	-
SUB-TOTAL OF PROJECT				\$ 173,162.64	-
1	Mobilization & Demobilization	2	\$ 10,000	\$ 20,000.00	-
2	General Conditions = 5% of sub total	0.05		\$ 8,658.13	-
3	Performance Bond = 2% of sub-total	0.02		\$ 3,463.25	-
4	Sub-total of project			\$ 205,284.02	-
5	10% Contingency of sub-total of project	0.1		\$ 20,528.40	-
6	Maderia Beach Court of Honor Preliminary Grand Total			\$ 225,812.43	-

## ADDITIONAL MATERIALS/ADDENDA

**Additional Materials submitted (mark one):**

☐ No additional materials have been included with this bid

☒ Additional Materials attached (describe--attach additional pages if needed)

**Addenda** Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at <http://www.madeirabeachfl.gov> prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

**Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):**

Addenda Number	Initial to acknowledge receipt
#1	MV
#2	MV

Vendor Name VERA CONTRACTORS DBA VERACON, LLC Date: 4/24/2025

**VENDOR INFORMATION**Company Legal / Corporate Name: VERACON, LLCDoing Business as (if different than above): VERA CONTRACTORSAddress: 2402 E 3RD AVECity: TAMPA State: FL Zip: 33605Phone: 813-645-7173 Fax: 813-645-7327Email address: mvera@veracontractors.com Website: www.veracontractors.comState License#: CGC1520257 PCCLB License #: I-CGC1520257

DUNS #: \_\_\_\_\_

**Remit to address (if different than above):**

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Order from address (if different from above):**

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Contact for Questions about this bid:**Name: MICHAEL VERA Fax: 813-645-7327Phone: 813-645-7173 E-Mail Address: mvera@veracontractors.com**Day-to-Day Project Contact (if awarded):**Name: MATTHEW MATCHETTE Fax: 813-645-7327Phone: 813-645-7173 E-Mail Address: mmatchette@veracontractors.com\_\_\_\_\_  
Certified Small Business Certifying Agency: \_\_\_\_\_\_\_\_\_\_  
Certified Minority, Women or Disadvantaged Business Enterprise Certifying Agency: \_\_\_\_\_

\_\_\_\_\_

## SCRUTINIZED COMPANIES

### SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

\_\_\_\_\_  
Authorized Signature

MICHAEL VERA

\_\_\_\_\_  
Printed Name

PRESIDENT

\_\_\_\_\_  
Title

VERACON, LLC DBA VERA CONTRACTORS

\_\_\_\_\_  
Name of Entity/Corporation

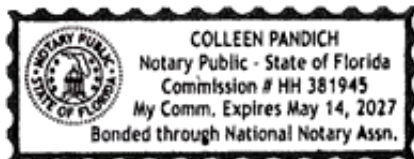
STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on, this 24th day of April, 2025,  
by Michael Vera (name of person whose signature is being notarized) as the  
President (title) of Veracon, LLC dba Vera Contractors (name of corporation/entity), personally known    or produced (type of identification) as identification, and who did/did not take an oath.

Notary Public

Printed Name



My Commission Expires: 05/14/2027

NOTARY SEAL ABOVE

\_\_\_\_\_  
Colleen Pandich

## OFFER CERTIFICATION

**By signing and submitting this Bid, the Vendor certifies that:**

- a) It is under no legal prohibition on contracting with the City of Madeira Beach.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Madeira Beach may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Madeira Beach agrees not to change or delete any copyright or proprietary notices.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

**ACCEPTED AND AGREED TO:**

Company Name: VERACON, LLC DBA VERA CONTRACTORS

Signature: 

Printed Name: MICHAEL VERA

Title: PRESEIDENT

Date: 4/24/2025

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

.....For US Mail .....

**SEALED BID**

<b>Submitted by:</b> Company
Name: VERACON, LLC DBA VERA CONTRACTORS
Address: 2402 E 3RD AVE
City, State, Zip: TAMPA, FL 33605
ITB # 25-07
Due Date: 4/24/2025 10:00AM

City of Madeira Beach  
 Attn: **Public Works Department**  
 300 Municipal Drive  
 Madeira Beach FL 33708

.....For US Mail .....

\_For Hand Deliveries, FEDEX, UPS or Other Courier Services \_

**SEALED BID**

<b>Submitted by:</b> Company
Name: VERACON, LLC DBA VERA CONTRACTORS
Address: 2402 E 3RD AVE
City, State, Zip: TAMPA, FL 33605
ITB # 25-07
Due Date: 4/24/2025 10:00AM

City of Madeira Beach  
 Attn: **Public Works Department**  
 300 Municipal Drive  
 Madeira Beach FL 33708

\_\_\_\_\_For Hand Deliveries, FEDEX, UPS or Other Courier Services \_\_\_\_\_

**ATTACHMENT “A”**





**vera contractors**  
www.veracontractors.com  
CGC1520257

**4/24/2025**

**RE: Military Court of Honor – Madeira Beach, FL  
Statement of Qualifications**

**Related Experience:**

1. USF RESEARCH FOUNDATION INC 3802 Spectrum Blvd., Tampa, FL  
– Provide ADA Compliant Sidewalks at the Spectrum Buildings.
2. QUAD GRAPHICS 4611 S. Church Ave, Tampa, FL  
– Concrete Slab installation.
3. HAGAN PAVER INSTALLATION 3017 N. Woodrow Ave., Tampa, FL  
– Exterior Paver installation
4. PROGRESSIVE INSURANCE 3302 Crescent Park Drive, Riverview, FL  
– Provide ADA Compliant Sidewalks.
5. ANCHOR COVE CONCRETE REPAIR 5844 Old Pasco Rd., Wesley Chapel, FL  
– Concrete sidewalk excavations and repair throughout the community.
6. CAN COMMUNITY HEALTH 1231 N. Tuttle Ave., Sarasota, FL  
– Commercial building concrete sidewalk removal and re-installation.
7. MICON 301 Commerce Blvd., Oldsmar, FL  
– Concrete pad and retaining wall.
8. ST. JOSEPH’S WOMEN’S HOSPITAL 3030 W. Dr Martin Luther King Jr Blvd, Tampa, FL  
– Flagpole Installation
9. ST. JOSEPH’S HOSPITAL NORTH 4211 Van Dyke Rd, Lutz, FL  
– Sidewalk Installation

**Subcontractors:**

1. SPECIALTY CONCRETE  
Tidal Wave Concrete  
6152 7<sup>th</sup> Ave., New Port Richey, FL 34653
2. ELECTRICAL  
LEW Electrical Services  
4422 North 56th Street, Tampa, FL 33610

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Veracon, LLC</b>	
2 Business name/disregarded entity name, if different from above <b>Vera Contractors</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>S</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>2402 E. 3rd Avenue</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Tampa, FL 33605</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or Employer identification number									
4	5		-	4	6	7	7	6	0 4

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► <b>01/02/2025</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

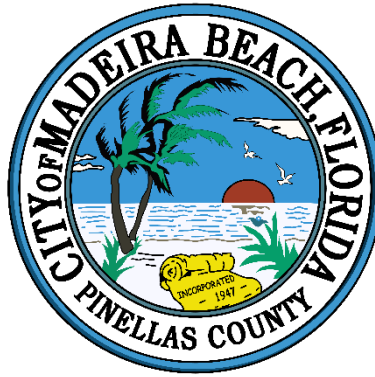
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**ITB# 25-07**  
**Military Court of Honor**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Madeira Beach (City) until **10:00 AM April 24, 2025** to provide the **construction of the Military Court of Honor which will be located at Patriot Park, 424 150<sup>th</sup> Ave. Madeira Beach, FL 33708.**

**Brief Description: The City of Madeira Beach is soliciting sealed bids for the construction of the Military Court of Honor which will be located at Patriot Park, 424 150<sup>th</sup> Ave. Madeira Beach, FL 33708. The contractor will bid on the project based on the attached plans.**

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by the City of Madeira Beach until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda will be given on a thumb drive at the mandatory pre bid conference.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

General, Process or technical questions concerning this solicitation should be directed, IN WRITING, to the following:

NAME: Megan Wepfer  
TITLE: Public Works Director  
EMAIL: Mwepfer@madeirabeachfl.gov

**This Invitation to Bid is issued by:**  
**City of Madeira Beach, Public Works Department**  
**300 Municipal Drive**  
**Madeira Beach, FL 33708**  
**727-543-8154**

## STANDARD TERMS AND CONDITIONS

- i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the contact(s) listed on page 1. Questions should be submitted in writing via email. Questions received less than ten (10) calendar days prior to the due date and time may be answered at the discretion of the City.

**Lobbying is prohibited.** After the issuance of any solicitation, or during renegotiation of any existing contract, no prospective proposers, bidders or offerors, or their agents, representatives or persons acting at the request of such offerors, shall contact, communicate with, or discuss any matter relating to the solicitation or the renegotiation with any city officers, agents or employees other than the single point of contact set forth in the solicitation, unless otherwise expressly provided for in the solicitation or otherwise directed by the designated point of contact. This prohibition does not prohibit the making of oral presentations to evaluation committees when invited to do so, nor does it prohibit proposers, bidders or offerors from responding to questions posed by City Commissioners during a public meeting at which contract award is being discussed by the Commission. Otherwise, this prohibition ends upon the execution of the final contract or when the solicitation has been canceled or the renegotiation is terminated.

- i.2 **ADDENDA / CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on Demandstar.com as well as the City website no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check Demandstar.com as well as the City of Madeira Beach Website for addenda and clarifications prior to submitting their bid.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

- i.3 **VENDOR CONFERENCE / SITE VISIT:** Yes:   X   No: \_\_\_\_\_  
**Mandatory Attendance:** Yes:   X   No: \_\_\_\_\_

**Date: April 15, 2025      Time: 10:00 AM      Location: 424 150<sup>th</sup> Ave. Madeira Beach 33708**

If so designated above, attendance is mandatory as a condition of submitting a bid. The conference/site visit provides interested parties an opportunity to discuss the City's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

- i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

**Date: April 24, 2025**

**Time: 10:00 AM**

**Location: City of Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, FL 33708**

The City will open all bids properly and timely submitted and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the city website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, bids are available for inspection by contacting the City of Madeira Beach Building Department.

- i.5 **BID FIRM TIME:**   90   days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

- i.6 **BID SECURITY:** Yes \_\_\_\_\_ No   X

If so, designated above, a bid security in the amount specified must be submitted with the bid. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, or cashier's check payable to the City of Madeira Beach (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such bid security shall be forfeited to the City of Madeira Beach should the bidder selected fail to execute a contract when requested.

**PAYMENT AND PERFORMANCE BOND:** Yes   X   No \_\_\_\_\_

Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition. The form of this payment and performance bond shall be as the form attached to this ITB as **Attachment "A"**.

- i.7 **BID SUBMITTAL TO:** Bids must be delivered by hand, post, or courier service to the address below. Use label at the end of this solicitation package.

City of Madeira Beach  
Attn: Public Works Department  
300 Municipal Drive, Madeira Beach FL 33708

No responsibility will attach to the City of Madeira Beach, its employees or agents for premature opening of a bid that is not properly addressed and identified.

- i.8 **LATE BIDS:** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Madeira Beach, or any private courier, regardless of whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Madeira Beach, Florida local times. The bidder agrees to accept the time stamp in by the Building Department Office as the official time.
- i.9 **COMMENCEMENT OF WORK:** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.
- i.10 **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The city is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The city will not be responsible for any bidder errors or omissions.
- i.11 **FORM AND CONTENT OF BIDS:** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The city may require that an electronic copy of the bid be submitted. The bid must provide all information requested and must address all points. The city does not encourage exceptions. The city is not required to grant exceptions and depending on the exception, the city may reject the bid.
- i.12 **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

## STANDARD TERMS AND CONDITIONS

i.13 **MODIFICATION / WITHDRAWAL OF BID:** Requests to modify or withdraw a submitted bid **MUST** be in writing and **MUST** be received by the city prior to the day and time bids are opened. Such requests must state the reason for the request, and will be reviewed prior to bid opening, but not acted upon until after bid opening in the sole discretion of the City. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a **MODIFICATION** or **WITHDRAWAL** of the bid. Requests to modify or withdraw a bid will not be considered after bids are opened. Bidders who dishonor their bid shall forfeit their bid bonds.

i.14 **RESPONSIBILITY DISCLOSURES:** If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.

In addition to this information, please also provide written responses to the following questions:

- Has bidder been sued in civil court for any intentional or negligent tort within five years of the date of bid opening? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder been sued in civil court for breach of contract within five years of the date of bid opening? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder, or any of its officers or employees, been criminally charged with any crime related to bidder's performance of work or business practices within the past five years? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder, or any of its officers or employees, been cited by OSHA or any other state or federal regulatory agency within the past five years for violation of regulations resulting from bidder's performance of work or business practices? If so, state the charge numbers, name of citing agencies, and provide a narrative as to the outcome of each.
- Has bidder, or any of its licensed employees or licensed qualifiers, had their license suspended or revoked within the past five years? If so, list each such instance and provide a narrative response as to the reasons for the licensure action and the current status of the suspended or revoked license.

NOTE: The foregoing questions addressing bidder responsibility **MUST** be answered in full and such responses **MUST** be included in submitted bids. Failure to respond to each question posed will result in bids being disqualified. A positive response to any of the foregoing questions will **NOT** result in an automatic disqualification. Rather, the City's evaluation of a bidder's responsibility to perform the work will take into account the overall responses provided, including the nature, volume, and timing of each suit, charge, citation, debarment, suspension, or license action.

i.15 **RESERVATIONS:** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The city may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The city is charged by its Charter to make an award that is in the best interest of the city. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

i.16 **OFFICIAL SOLICITATION DOCUMENT:** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute

acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

- i.17 **COPYING OF BIDS:** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.

- i.18 **CONTRACTOR ETHICS:** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
  - b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
  - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.19 **GIFTS:** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The city may request product samples from vendors for product evaluation.
- i.20 **TRADE SECRETS:** The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

"Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information, which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret.
2. Of value.
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the city will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as "confidential" will be insufficient to comply with this requirement.

While the City will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, prior to the submission of their materials to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.



## STANDARD TERMS AND CONDITIONS

In the event any record is requested under the Public Records Act, procurement staff will consult with the City's legal counsel and, if City's legal counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City's counsel disagrees with the designation, City staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The City notes that absent some unusual justification, a bidder's or proposer's contract price shall not constitute a trade secret.

- i.21 **EVALUATION PROCESS:** Bids will be reviewed by the Bid Review Staff, city staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.22 **CRITERIA FOR EVALUATION AND AWARD:** The City evaluates three (3) categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.
  - a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The city must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
  - b) Responsibility. The city will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must always have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review the bidder's facilities, equipment and personnel and those of any identified subcontractors. The city will determine whether any failure to supply information, or the quality of the information, will result in rejection.
  - c) Price. We will then evaluate the bids that have met the requirements above. The City intends to award a contract to the lowest responsive, responsible bidder.
- i.23 **COST JUSTIFICATION:** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.24 **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.25 **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a Contract are posted to Demandstar.com as well as the City of Madeira Beach website. **It is the bidder's responsibility to check Demandstar.com as well as the City of Madeira Beach's website at <https://www.madeirabeachfl.gov> to view relevant bid information and notices.**
- i.26 **BID TIMELINE:** Dates are tentative and subject to change.  
 Release ITB: April 4, 2025, 10:00AM  
 Mandatory Pre Bid Meeting: April 15, 2025, 10:00AM  
 Questions/ clarifications Due: April 17, 2025, 5:00PM  
 Addendums Posted: April 22, 2025, 5:00 PM  
 Bids Due / Bid Opening: April 24, 2025, 10:00AM  
 Review bids: April 24, 2025, immediately following bid opening  
 Recommendation: May 28, 2025, BOC Workshop  
 Contract Approval: June 11, 2025, BOC Regular Meeting  
 Pre Construction meeting: Week of June 16, 2025



- i.27 **SUBCONTRACTOR DISCLOSURE:** Bidders must provide with their bids a list of all subcontractors they intend to use to perform the project, including a description of what portions of the work each subcontractor will do, and acknowledge that use of such subcontractors shall not absolve the General Contractor/bidder from complying with the terms and conditions of the awarded contract.
- i.28 **CONTRACT DOCUMENTS:** The successful bidder shall, once the City issues its notice of intent to award, execute and return to the City the form of contract attached to this ITB as **Attachment “B”**, which is made a part hereof. This form of contract, along with the terms and conditions of this ITB, including the Attachments and any addenda thereto, as well as the successful bidders bid, shall collectively constitute the contract between the successful bidder and the City. In the event of any conflict between the documents, the order of precedence shall be the form of contract, the terms of this ITB, and then the bidder’s bid.
- S.1 **DEFINITIONS:** Uses of the following terms are interchangeable as referenced: “vendor, contractor, supplier, proposer, company, parties, persons”, “purchase order, PO, contract, agreement”, “city, Madeira Beach, agency, requestor, parties”, “bid, proposal, response, quote”.
- S.2 **INDEPENDENT CONTRACTOR:** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor’s employees, not City employees. Accordingly, Contractor and Contractor’s employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers’ compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the city, Contractor will defend, indemnify and hold harmless the city from all such claims.
- S.3 **SUBCONTRACTING:** Contractor may not subcontract work under this Agreement without the express written permission of the city. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.4 **ASSIGNMENT:** This Agreement may not be assigned either in whole or in part without first receiving the City’s written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.5 **SUCCESSORS AND ASSIGNS, BINDING EFFECT:** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.6 **NO THIRD-PARTY BENEFICIARIES:** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create any benefits, rights, or responsibilities in any third parties.
- S.7 **NON- EXCLUSIVITY:** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.8 **AMENDMENTS:** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.9 **TIME OF THE ESSENCE:** Time is of the essence to the performance of the parties’ obligations under this Agreement.
- S.10 **COMPLIANCE WITH APPLICABLE LAWS:**
- a. **General.** Contractor must procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future

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federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

- b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the city and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

- (i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").
- (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
- (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the city in regard to any such inspections.
- (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the city in regard to any random verification performed.
- (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

**Immigration Compliance: E-Verify.** Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st, 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

Contractor's contract with the Town cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Town that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien

and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Town develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either

for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Town shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

S.11 **SALES/USE TAX, OTHER TAXES:** Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

S.12 **AMOUNTS DUE THE CITY:** Contractor must be current and remain current in all obligations due to the city during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the city or fees and charges owed to the city.

S.13 **OPENNESS OF PROCUREMENT PROCESS:** Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the city pursuant to this ITB are exempt from public disclosure until such time that the city provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the city provides notice of an intended decision concerning the reissued ITB or until the city withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meeting. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the city provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

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**In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.**

**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, Clara VanBlargan, phone: 727-391-9951 300 Municipal Dr, Madeira Beach, FL 33708. [Cvanblargan@madeirabeachfl.gov](mailto:Cvanblargan@madeirabeachfl.gov)**

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Madeira Beach (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) 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 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.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) 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:
  1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
  2. 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.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its 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.

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.

- S.14 **AUDITS AND RECORDS:** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the city may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the city.
- S.15 **BACKGROUND CHECK:** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
- S.16 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL:** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
- S.17 **DEFAULT:**
- a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.
  - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with the City's Purchasing Policy and Procedures.
  - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
  - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the city may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- S.18 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
  - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if

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applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
- d. Neither party will be liable for incidental, special, or consequential damages.
- S.19 **CONTINUATION DURING DISPUTES:** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.20 **TERMINATION FOR CONVENIENCE:** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- S.21 **TERMINATION FOR CONFLICT-OF-INTEREST FLORIDA STATUTES SECTION 112:** Pursuant to F.S. Section 112, the city may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.22 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT:** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
- S.23 **PAYMENT TO CONTRACTOR UPON TERMINATION:** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
- S.24 **NON-WAIVER OF RIGHTS:** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
- S.25 **INDEMNIFICATION / PRESERVATION OF IMMUNITY:** Each party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the Town of its rights, including the procedural requirements and limited waiver of immunity, as

set forth in Florida Statutes § 768.28, or any other statute, and the Town expressly reserves these rights to the full extent allowed by law.

- S.26 **WARRANTY:** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

- S.27 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES:** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
- S.28 **NO GUARANTEE OF WORK:** Contractor acknowledges and agrees that it is not entitled to deliver any specific number of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the city to purchase, accept, or pay for materials or services which exceed its actual needs.
- S.29 **OWNERSHIP:** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
- S.30 **USE OF NAME:** Contractor will not use the name of the City of Madeira Beach in any advertising or publicity without obtaining the prior written consent of the City.
- S.31 **PROHIBITED ACTS:** Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.
- S.32 **RISK OF LOSS:** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.33 **SAFEGUARDING CITY PROPERTY:** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.34 **WARRANTY OF RIGHTS:** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION:** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items

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- provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
- S.36 **CONTRACT ADMINISTRATION:** The contract will be administered by the Building Department and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- S.37 **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
- S.38 **FUEL CHARGES AND PRICE INCREASES:** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City of Madeira Beach.
- S.39 **NOTICES:** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.40 **GOVERNING LAW, VENUE:** This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.
- S.41 **INTEGRATION CLAUSE:** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.42 **PROVISIONS REQUIRED BY LAW:** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.43 **SEVERABILITY:** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.44 **SURVIVING PROVISIONS:** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
- S.45 **PUBLIC ENTITY CRIMES STATEMENT:** A person or affiliate who has been placed on the



convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- S.46 **CERTIFICATES AND PERMITS:** Contractor shall secure at Contractor's own expense all necessary certificates, licenses and permits from municipal or other public authorities required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation. Contractor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Agreement, and any extra work performed by Contractor.
- S.47 **ATTORNEY FEES:** In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s).
- S.48 **NO THIRD-PARTY BENEFICIARY:** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.
- S.49 **CONTRACTOR SAFETY:** Contractor shall comply with the OSHA, Florida Department of Commerce Safety Regulations, and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including 29 CFR 1910 and Florida Statutes Chapter 442 (Occupational Safety and Health). Contractor shall take all necessary precautions for the safety of, and provide the necessary protection to prevent damage, injury or loss to:
- (1) All employees on the Work and other persons and organizations who may be affected thereby.
  - (2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Work locations; and
  - (3) Other property at Work locations or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic for the public and preservation of the City's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed. While the City has the right of access to the Work site and to inspect the Work, the City does not undertake any role in overseeing compliance with the Contractor's duties concerning safety stated herein and as may be required by law and professional industry standards.

## DETAILED SPECIFICATIONS

1. **INTRODUCTION.** The City of Madeira Beach (City) is located on the West Coast of Florida in the Tampa Bay region. The City of Madeira Beach is a Gulf Coast barrier island community with an estimated permanent population of 5,000 residents, is home to the historic John's Pass Village, and our beach boasts a pristine 2-mile long stretch of sand.
2. **SCOPE OF WORK.** The City of Madeira Beach (City) is seeking to contract with a Contractor for the construction of a military court of honor which will be located at Patriot Park, 424 150<sup>th</sup> Ave. Madeira Beach, FL 33708. The project will be constructed as the plans state, Attachment C. Please bid accordingly.
3. The General Contractor will construct the project pursuant to the plans and specifications attached to this ITB as **Attachment "C"**, which is incorporated herein and made a part hereof.
4. **QUALIFICATIONS.** The contractor shall provide proof of previous work completed that are similar with the scope of work.
5. **DELIVERY.** Delivery hours, if needed, are from 8:30am to 4:00pm, Monday through Friday.
6. **INSURANCE REQUIREMENTS.** The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically, the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- A. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- B. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- C. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$500,000 (five hundred thousand dollars) each employee each accident, \$500,000 (five hundred thousand dollars) each employee by disease, and \$500,000 (five hundred thousand dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.
- D. **Pollution Liability Insurance** coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the servicing and operations of Vendor (and any subcontractors, representatives, or agents) involved in the work/transport, in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

## DETAILED SPECIFICATIONS

### OTHER INSURANCE PROVISIONS

Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and Auto Liability policies. In addition,

when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Madeira Beach  
Attn: Public Works Department, ITB #25-07  
300 Municipal Drive Madeira Beach, FL 33708**

- a. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- b. Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.
- c. Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

**The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.**

## MILESTONES

### 1. **BEGINNING DATE OF PROJECT. Estimated June 2025**

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

### 2. **PRICES.** All pricing shall be firm; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

**BID SUBMISSION**

1. **BID SUBMISSION.** Bids may be submitted via demandstar or electronic PDF format delivered in person. In person electronic bids must be sealed and labeled ITB # 25-07 and Attn: Public Works Department.
2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature.
  - Bid container properly labeled
  - Electronic PDF format submittal packet
  - Bid pricing form & Proposal worksheet
  - Exceptions/Additional Materials/Addenda form
  - Vendor Information form
  - Scrutinized Companies form(s) as required
  - Offer Certification form
  - Attachment "A" (Performance & Payment Bond), signed and notarized
  - Attachment "B" (Contract & Bid Bond), signed & notarized

W-9 Form to be provided by Bidder (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

## BID PRICING

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish to the City of Madeira Beach the completed construction of the Military Court of Honor, per the signed and sealed plans at the price(s) stated in **Exhibit A – Bid Pricing**.

### Exhibit A – Bid Pricing & Contractor Proposal Worksheet

Note: The City requires a 10% contingency amount, in addition to the contract amount, for any incidentals.

GRAND TOTAL OF BID (labor, materials and 10% contingency) \$\_\_\_\_\_

### PAYMENT TERMS:

Payment will be made only after completion and acceptance of the Work.

Pursuant to Florida Statutes § 218.735, Contractor's invoices must be submitted to the City's project manager for review and processing. This official will stamp each invoice as received, and, if deemed complete, accepted and not disputed, shall thereafter be paid within 25 business days after receipt. If an invoice fails to meet the contract requirements by, among other things, failing to provide the date(s) of service, the materials used, and other details sufficient to verify the work and its related costs, the City will reject the invoice within 20 days after it is received. Any such rejection will be in writing and will specify the deficiencies and what information or changes are required to make the invoice proper. Payment of corrected, accepted invoices will be within 10 business days from the invoiced City's receipt of same unless City Commission approval is required. Any portion of an invoice covering Work or materials which are disputed by the invoiced City in terms of quality, quantity, workmanship or defective installation shall be disputed by the City in accordance with Florida Statutes § 218.76(2). However, any portion of an invoice covering Work or materials which are not disputed will be paid within the time periods set forth herein.

Complete payment for the Work will not be made until all conduit, junction boxes, and other required equipment or materials are installed; Work is completed; the Work sites are restored to "as good or better" conditions; and, the Work has been inspected and accepted by the City's construction permit inspector and/or the Engineer

A 5% retainage of the awarded bid amount, will be withheld.

Vendor: \_\_\_\_\_

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

## Maderia Beach Court of Honor Contractor's Proposal Worksheet

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL
<b>DEMOLITION</b>				
1	Slit fencing Lineal Feet	400		\$ -
2	Tree Barricades and Slit fencing lineal feet	224	\$ -	\$ -
3	Clearing and Grubbing Lump Sum	1	\$ -	\$ -
4	Removal of existing concrete sq ft.	1,800	\$ -	\$ -
5	Relocate of gazebo Lump Sum	1	\$ -	\$ -
6	removal of trees & Palms each	1	\$ -	\$ -
7	Removal of misc. signage lump sum	1	\$ -	\$ -
8	Removal of electrical Lump Sum save connection for flag pole led lighting	1	\$ -	\$ -
<b>TOTAL DEMOLITION</b>				<b>\$ -</b>
<b>SITE WORK</b>				
1	Grading of site Sq. Ft.	5,500	\$ -	\$ -
2	Kicher VLO - 2700K inground LED Low Voltage Light fixture cost install	7	\$ -	\$ -
3	Electrical works & LED Light Fixtures for lights Utilize existing electrical source & Bench Lighting Lump Sum	1	\$ -	\$ -
4	Liberty Tapered 25 Foot Flag Poles Hurricane Resistant (Commercial Grade (Satin Aluminum) with external halyard	7	\$ -	\$ -
5	Decorative Concrete of Star gold and dark yellow include PVC divider strip between color and field concrete 6" thick 3,000 PSI with welded wire mesh set on PVC chairs 2 feet on center Sq. Ft.	350	\$ -	\$ -
6	Transformer (12V/15V) with Timer/Photocell for LED Landcape Lighting	1	\$ -	\$ -
7	Install 2'x4' Aluminum Park Bench	4	\$ -	\$ -
8	Precast white Concrete cap stone w/light sandblast finish set with mortar setting bed lineal feet. 2' X 5' each per detail	4	\$ -	\$ -
9	Decorative concrete circular exposed aggregate stone & shell 6" thick 3,000 PSI with 6"x6"x10 gauge welded wire mesh set on PVC chairs 2 feet on center Sq. Ft.	115	\$ -	\$ -
10	Poured in place field areas with mini river gravel exposed aggregate surface and provide expansion joints as necessary at joints + 6" thick 3,000 PSI with 6"x6"x10 gauge welded wire mesh set on PVC chairs 2 feet on center Sq. Ft.	2365	\$ -	\$ -
11	Ultra Violet resistant epoxy paint Textured finish	2365	\$ -	\$ -
12	Broom finish concrete sidewalk 6 inches thick with 6"x6"x10 gauge welded wire mesh sat on 2" PVC chairs 2 ft on center expansion joints against existing hard edges and max 40 ft on center Sq. Ft.	525	\$ -	\$ -
13	Repair existing irrigation system as necessary LS	1	\$ -	\$ -
14	Add planting soil as necessary to bring 2 inches below finish grade. Install Bahia sod as needed	1	\$ -	\$ -
<b>TOTAL SITE WORK</b>				<b>\$ -</b>
<b>SUB-TOTAL OF PROJECT</b>				<b>\$ -</b>
1	Mobilization & Demobilization	2	\$ -	\$ -
2	General Conditions = 5% of sub total	0.05		\$ -
3	Performance Bond = 2% of sub-total	0.02		\$ -
4	Sub-total of project			\$ -
5	10% Contingency of sub-total of project	0.1		\$ -
6	<b>Maderia Beach Court of Honor Preliminary Grand Total</b>			<b>\$ -</b>

## ADDITIONAL MATERIALS/ADDENDA

**Additional Materials submitted (mark one):**

\_\_\_\_\_ No additional materials have been included with this bid

\_\_\_\_\_ Additional Materials attached (describe--attach additional pages if needed)

**Addenda** Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at <http://www.madeirabeachfl.gov> prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

**Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):**

Addenda Number	Initial to acknowledge receipt

Vendor Name \_\_\_\_\_ Date: \_\_\_\_\_

**VENDOR INFORMATION**

Company Legal / Corporate Name: \_\_\_\_\_

Doing Business as (if different than above): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_ Website: \_\_\_\_\_

State License#: \_\_\_\_\_ PCCLB License #: \_\_\_\_\_

DUNS #: \_\_\_\_\_

**Remit to address (if different than above):**

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Order from address (if different from above):**

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Contact for Questions about this bid:**

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Day-to-Day Project Contact (if awarded):**

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

\_\_\_\_\_ Certified Small Business Certifying Agency: \_\_\_\_\_

\_\_\_\_\_ Certified Minority, Women or Disadvantaged Business Enterprise Certifying Agency: \_\_\_\_\_

\_\_\_\_\_



## SCRUTINIZED COMPANIES

### SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

***THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.***

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Entity/Corporation

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ (name of person whose signature is being notarized) as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of corporation/entity), personally known ☐ or produced (type of identification) as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

NOTARY SEAL ABOVE

## OFFER CERTIFICATION

**By signing and submitting this Bid, the Vendor certifies that:**

- a) It is under no legal prohibition on contracting with the City of Madeira Beach.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Madeira Beach may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Madeira Beach agrees not to change or delete any copyright or proprietary notices.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

**ACCEPTED AND AGREED TO:**

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

..... For US Mail .....

## SEALED BID

<b>Submitted by:</b> Company
Name:
Address:
City, State, Zip:
<b>ITB # 25-07</b>
<b>Due Date:</b>

City of Madeira Beach  
Attn: **Public Works Department**  
300 Municipal Drive  
Madeira Beach FL 33708

..... For US Mail .....

..... For Hand Deliveries, FEDEX, UPS or Other Courier Services .....

## SEALED BID

<b>Submitted by:</b> Company
Name:
Address:
City, State, Zip:
<b>ITB # 25-07</b>
<b>Due Date:</b>

City of Madeira Beach  
Attn: **Public Works Department**  
300 Municipal Drive  
Madeira Beach FL 33708

..... For Hand Deliveries, FEDEX, UPS or Other Courier Services .....

## ATTACHMENT "A"

**PERFORMANCE AND PAYMENT BOND  
PUBLIC CONSTRUCTION BOND**

Bond No. \_\_\_\_\_

By this bond, we \_\_\_\_\_, as Principal, whose principal address and phone number are \_\_\_\_\_, and \_\_\_\_\_, as Surety, whose principal address and phone number are \_\_\_\_\_, are bound to The City of Madeira Beach, herein called Owner, whose principal address and phone number are 300 Municipal Drive, Madeira Beach, FL 33708, 727-391-9951, in the sum of \$\_\_\_\_\_, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner, which contract was awarded pursuant to ITB #25-07, for construction of the Military Court of Honor, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.

The project to be performed under the contract is the build-out of the downstairs office suite at the City of Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, FL 33708.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Name of Surety)

**ATTACHMENT "A"**

By: \_\_\_\_\_  
 As Attorney in Fact for Surety

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
 by \_\_\_\_\_ (name and title of corporate officer) of  
 \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state or place of  
 incorporation) corporation, on behalf of the corporation. He/she is personally known to me or  
 has produced \_\_\_\_\_ (type of identification) as identification.

Notary signature \_\_\_\_\_

Print or stamp name of Notary \_\_\_\_\_

Notary number:

My Commission Expires:

**Pursuant to Florida Statutes § 255.05(1)(b), the principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.**



## ATTACHMENT "B" CONTRACT

This **CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and \_\_\_\_\_, of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of Florida, hereinafter designated as the Contractor".

### WITNESSETH:

That the parties to this Contract each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and its successors, assigns, executors, or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools, and equipment for the following:

**PROJECT NAME: Military Court of Honor**

**PROJECT # ITB No. 25-07**

**in the amount of \$ \_\_\_\_\_**

In accordance with the BID PROPOSAL submitted by the CONTRACTOR and technical supplemental specifications and such other special provisions and drawings, if any, as submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and performance & payment bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, **including Exhibit A – CONTRACTOR BID RESPONSE and Exhibit B – CITY INVITATION TO BID**, and all of said work to be performed and completed by the Contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions, or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

**THE CONTRACTOR AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS, AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS, OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY, OR THE CONTRACTOR, OR THE CONTRACTOR'S SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.**

## CONTRACT

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at Contractor's own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.



## **CONTRACT**

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2019), specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Madeira Beach in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City of Madeira Beach would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Madeira Beach all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Madeira Beach.

In witness whereof, the parties hereto have executed this agreement as of the effective date.

**City of Madeira Beach:**

**Attest:**

**By:** \_\_\_\_\_  
**Mayor**

**By:** \_\_\_\_\_  
**City Clerk**

**{Insert Name of Contractor}**

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

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

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

**CONTRACT****Exhibit A – CONTRACTOR BID RESPONSE****Exhibit B – CITY INVITATION TO BID**

**IN WITNESS, WHEREOF**, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

**CITY OF MADEIRA BEACH  
IN PINELLAS COUNTY, FLORIDA**

By: (SEAL) City Manager

Countersigned:

By: \_\_\_\_\_  
Mayor: Anne-Marie Brooks

(Contractor must indicate whether Corporation,  
Partnership, Company or Individual.)

(The person signing shall, in their own handwriting,  
sign the principal's name, their own name, and  
their title; where the person is signing for a  
Corporation, they must, by Affidavit, show their  
authority to bind the Corporation).

Attest:

\_\_\_\_\_  
City Clerk: Clara Vanblargan

Approved as to form:

\_\_\_\_\_  
City Attorney: Tom Trask

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_ (SEAL)

**CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT**

(CORPORATION FORM)

**STATE OF FLORIDA****COUNTY OF \_\_\_\_\_**

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, \_\_\_\_\_, who after being duly sworn, deposes and says:

That they are the \_\_\_\_\_ (TITLE) of \_\_\_\_\_, a Florida Corporation, with its principal place of business located at \_\_\_\_\_ (herein, the "Contractor").

That the Contractor was the General Contractor under a contract executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20 with the **CITY OF MADEIRA BEACH, FLORIDA**, a municipal corporation, as Owner, and that the Contractor was to perform the construction of:

**PROJECT NAME: Military Court of Honor****CITY PROJECT # ITB No. 25-07**

That said work has now been completed and the Contractor has paid and discharged all sub-contractors, laborers, and material tradesmen in connection with said work and there are no liens outstanding of any nature nor any debts or obligations that might become a lien or encumbrance in connection with said work against the described property.

That Contractor is making this affidavit pursuant to the requirements of Chapter 713, Florida Statutes, and upon consideration of the payment of \_\_\_\_\_ (final full amount of contract) in full satisfaction and discharge of said contract.

That the Owner is hereby released from any claim which might arise out of said Contract.

The word "liens" as used in this affidavit shall mean any and all arising under the operation of the Florida Mechanic's Lien Law as set forth in Chapter 713, Florida Statutes.

Sworn and subscribed to before me

\_\_\_\_\_  
**AFFIANT**

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
**PRESIDENT**

**BID BOND**

(Not to be filled out if a certified check is submitted)

**KNOWN ALL MEN BY THESE PRESENTS:** That we, the undersigned, \_\_\_\_\_  
 \_\_\_\_\_ as Principal, and \_\_\_\_\_  
 \_\_\_\_\_ as Surety, who's address is \_\_\_\_\_  
 \_\_\_\_\_, are held and firmly bound unto the  
 City of Madeira Beach, Florida, in the sum of \_\_\_\_\_  
 Dollars (\$ \_\_\_\_\_ ) (being a minimum of 5% of Contractor's Total Bid Amount) for the  
 payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,  
 executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of \_\_\_\_\_  
 \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety,  
 for work specified as: \_\_\_\_\_  
 \_\_\_\_\_

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and  
 specifications provided here for, all within Pinellas County, is accepted and the contract awarded to the  
 above named bidder, and the said bidder shall within ten days after notice of said award enter into a  
 contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by  
 the City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law  
 and the full amount of this Bid Bond will be paid to the City as stipulated or liquidated damages.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

(Principal must indicate whether corporation, partnership,  
 company or individual)

Principal: \_\_\_\_\_

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

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

Surety: \_\_\_\_\_

(The person signing shall, in their own handwriting,  
 sign the principal's name, their own name, and their  
 title; where the person is signing for a Corporation,  
 they must, by Affidavit, show their authority to bind  
 the Corporation).



# Memorandum

**Meeting Details:** June 11, 2025

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** RFI No. 25-09 Engineering Consultant and Design Services Approval

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## **Background**

Staff released a request for information (RFI) for Engineering Consultant and Design Services on April 18, 2025. All submittals were due on May 14<sup>th</sup> by 3PM for staff review. Staff received submittals from 7 firms who are located locally to Pinellas County and the furthest in Boynton Beach. The purpose of this RFI was to widen our list of contracted consultants to fit more project needs. These selected consultants will be based on sole instances, which will be per department for pre-planned projects.

## **Fiscal Impact**

Approving these contracts does not have a current fiscal impact. The fiscal impact will occur only when associated with a project or one time need.

## **Recommendation(s)**

Staff recommends the Board of Commissioners approve the contracts with Kimley Horn, Terra Mare Consulting, Florida Technical Consultants, CHP Consulting, LLC, ADEAS-Q, George F Young, and Sofarelli & Associates for future consultant needs.

## **Attachments**

- Contract and Contractors signature page

DATE: 5/15/25

Item 9C.



Contractor: ADEAS-Q

Evaluator: Jenny Silver

RFI # 25-09

### Bid Opening Checklist

- ☒ Title Page
- ☒ Table of Contents
- ☒ Letter of Interest
- ☒ Project Specific Statement of Qualifications
- ☒ Service Approach
- ☒ References
- ☒ Insurance Requirements

### CHECKLIST NOTES:

- Tampa

Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	4
Qualifications of Prime Consultant designated project manager	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	n/a 5
Quality Assurance Control Program/Policy	5	3
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	4
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	3
Location of Firm	5	4
Total	45	38

### EVALUATION NOTES:

Tampa . Transportation Planning & Design, Urban dev. planning  
 Multi-modal street/intersection design, form-based code  
 feasibility studies, design guidelines DOT-MPO  
 urban mobility  
 knowledge of current Master Plan - Larger cities  
 Parking garage design - Sarasota  
 complete streets - Parking demand study  
 roundabouts - trails

DATE: 5/15/25

Item 9C.



Contractor: George F Young

Evaluator: Jenny Silver

RFI # 25-09

### Bid Opening Checklist

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### CHECKLIST NOTES:

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Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	<del>5</del> 5
Qualifications of Prime Consultant designated project manger	5	4
Qualification of Prime Consultants designated Project Professional Engineer	5	4
Qualifications of the Sub-Consultants - Experience working on public works projects	5	(Yes 4) 5
Quality Assurance Control Program/Policy	5	4
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	3
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	4
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	3
Location of Firm	5	STP 5
Total	45	37

**EVALUATION NOTES:**

civil, utility &amp; structural engineering

road design 3D laser scanning

more visuals on projects

mun. in  
projects nearby / Pinellas county

DATE: 5/15/25

Item 9C.



Contractor: Florida Technical Consultants

Evaluator: Jenny Silver

RFI # 25-09

### Bid Opening Checklist

- ☒ Title Page
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### CHECKLIST NOTES:

*[Faint handwritten notes are visible across the lines, but they are illegible.]*

Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	4
Qualifications of Prime Consultant designated project manager	5	4
Qualification of Prime Consultants designated Project Professional Engineer	5	4
Qualifications of the Sub-Consultants - Experience working on public works projects	5	n/a? 5
Quality Assurance Control Program/Policy	5	3
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	3
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	4
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	4 other beach comm.
Location of Firm	5	2 Bayton beach
Total	45	33

### EVALUATION NOTES:

GIS

\* Post-Hurricane & disaster recovery damage assessment

Construction Inspection Services - GIS & land planning

census data analysis, NPDES, 3-D surface modeling

→ SOE tool → GIS in FL keys

DATE: 5/15/25

Item 9C.



Contractor: CPH

Evaluator: Jenny Silver

RFI # 25-09

### Bid Opening Checklist

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### CHECKLIST NOTES:

labeled clearly, clean & professional

Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manager	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	5
Quality Assurance Control Program/Policy	5	5
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	3
Location of Firm	5	4
Total	45	42

### EVALUATION NOTES:

master planning - Hydraulics & hydrology, traffic planning & design,  
 log staff  
 clean & nice renderings  
 Fernandina Beach (drainage imp) Cape Coral (street imp, water main imp)

Sub consult - DRMP (structural design)  
 Quest (public outreach)  
 Wekiva (marina enhancements)  
 AREHNA - (geotech eng.)  
 Raftelis Financial (Rate studies)

DATE: 5/15/25

Item 9C.



Contractor: Kimley Horn

Evaluator: Jenny Silver

RFI # 25-09

### Bid Opening Checklist

- ☒ Title Page
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### CHECKLIST NOTES:

very clean, clear & professional

Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	Y 5
Quality Assurance Control Program/Policy	5	5
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	5
Location of Firm	5	5
Total	45	45

**EVALUATION NOTES:**

currently doing Master Plan - lots of expertise & large  
 firm - works in TI ~~and~~ & many other municipalities  
 in PC

DATE: 5/15/25

Item 9C.



Contractor: Terra. Mare

Evaluator: Jenny Silver

RFI # 25-09

### Bid Opening Checklist

- ☒ Title Page
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- ☒ Insurance Requirements

### CHECKLIST NOTES:

clean & clear



Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	(n/a) 5
Quality Assurance Control Program/Policy	5	5
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	5!
Location of Firm	5	5
Total	45	45

**EVALUATION NOTES:**

knowledge of team/staff & works well w/staff  
many nearby FMB projects

DATE: 5/15/25

Item 9C.



Contractor: Sofanelli & Associates

Evaluator: Jenny Silver

RFI # 25-09

### Bid Opening Checklist

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### CHECKLIST NOTES:

no visuals - very short!

Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	<del>4</del> 5
Qualifications of Prime Consultant designated project manager	5	4
Qualification of Prime Consultants designated Project Professional Engineer	5	4
Qualifications of the Sub-Consultants - Experience working on public works projects.	5	<del>4</del> 5
Quality Assurance Control Program/Policy	5	3
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	3
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	5
Location of Firm	5	Large 5
Total	45	39

### EVALUATION NOTES:

feasibility design, space planning - int. design  
many projects in PC (EMB)

DATE: 5.11.25

Item 9C.



Contractor: Terra Mare

Evaluator: Marci Forbes

RFI # 25-09

### Bid Opening Checklist

- ☒ Title Page
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### CHECKLIST NOTES:

All items present, easy to follow, well organized

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Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	NA
Quality Assurance Control Program/Policy	5	4
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	5
Location of Firm	5	5
Total	45	39

### **EVALUATION NOTES:**

Mr. Carrier has extensive experience with the city & is a valuable partner

DATE: 5.15.25

Item 9C.



Contractor: Kimley Horn

Evaluator: Marci Forbes

RFI # 25-09

### Bid Opening Checklist

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### CHECKLIST NOTES:

All items present + organized

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Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	5
Quality Assurance Control Program/Policy	5	5
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	5
Location of Firm	5	5
Total	45	45

### **EVALUATION NOTES:**

Kimby Horns package was very detailed +  
indicated in depth knowledge of our community

DATE: 5.15.25

Item 9C.



Contractor: FL Tech Consultants (FTC)

Evaluator: Marci Forbes

RFI # 25-09

### Bid Opening Checklist

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### CHECKLIST NOTES:

All items present + organized

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Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	4
Qualifications of Prime Consultant designated project manger	5	4
Qualification of Prime Consultants designated Project Professional Engineer	5	4
Qualifications of the Sub-Consultants - Experience working on public works projects	5	4
Quality Assurance Control Program/Policy	5	4
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	4
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	4
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	3
Location of Firm	5	3
Total	45	34

**EVALUATION NOTES:**

Predominately work in SE FL

DATE: 5.15.25

Item 9C.



Contractor: George F. Young

Evaluator: Marci Forbes

RFI # 25-09

### Bid Opening Checklist

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### CHECKLIST NOTES:

All items present + organized

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Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	4
Quality Assurance Control Program/Policy	5	4
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	4
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	4
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	4
Location of Firm	5	5
Total	45	40

### **EVALUATION NOTES:**

Overall good package + provides services needed by the city

DATE: 5.15.25

Item 9C.



Contractor: CPH

Evaluator: Marci Forbes

RFI # 25-09

### Bid Opening Checklist

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- ☒ Insurance Requirements

### CHECKLIST NOTES:

All requirements present, clearly labeled w/  
Tabs

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\_\_\_\_\_

\_\_\_\_\_

Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	4
Quality Assurance Control Program/Policy	5	4
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	4
Location of Firm	5	4
Total	45	41

**EVALUATION NOTES:**

Good package w/ good experience

DATE: 5.15.25

Item 9C.



Contractor: Sofarelli + Associates

Evaluator: Marci Forbes

RFI # 25-09

### Bid Opening Checklist

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- ☒ Insurance Requirements

### CHECKLIST NOTES:

All items present

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Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	NA
Quality Assurance Control Program/Policy	5	3
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	3
Location of Firm	5	5
Total	45	36

### **EVALUATION NOTES:**

Submittal was limited but <sup>complete,</sup> the ~~and~~ firm has  
 historically provided very professional services to the  
 city and has always worked in the best interest  
 of the city + has proven to be a reliable + valuable  
 consultant

DATE: 5.15.25

Item 9C.



Contractor: ADEAS - Q

Evaluator: Marci Forbes

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### CHECKLIST NOTES:

All info is present + easy to follow  
well organized



Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	4
Quality Assurance Control Program/Policy	5	5
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	4
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	4
Location of Firm	5	4
Total	45	42

**EVALUATION NOTES:**

Good package

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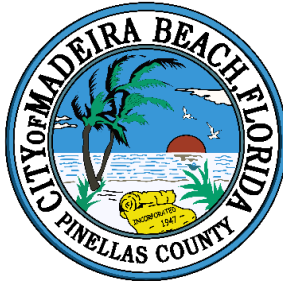
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DATE: 5-15-25

Item 9C.



Contractor: ADEAS-Q

Evaluator: Megan Wepfer

RFI # 25-09

### Bid Opening Checklist

- ☒ Title Page
- ☒ Table of Contents
- ☒ Letter of Interest
- ☒ Project Specific Statement of Qualifications
- ☒ Service Approach
- ☒ References
- ☒ Insurance Requirements

### CHECKLIST NOTES:

Located in Tampa

Has a wide rang of software capabilities

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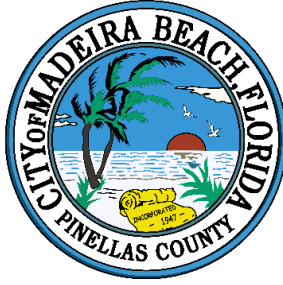
Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	3
Quality Assurance Control Program/Policy	5	5
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	3
Location of Firm	5	4
Total	45	40

### **EVALUATION NOTES:**

References list mostly transportation projects

DATE: 5-15-25

Item 9C.



Contractor: CPH

Evaluator: Megan Wepfer

RFI # 25-09

### Bid Opening Checklist

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- ☒ References
- ☒ Insurance Requirements

### CHECKLIST NOTES:

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Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	5
Quality Assurance Control Program/Policy	5	5
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	Type text here 5
Location of Firm	5	4
Total	45	44

### **EVALUATION NOTES:**

3 offices but all outside of Pinellas County

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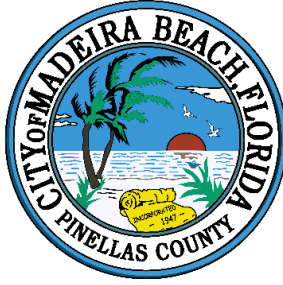
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DATE: 5-15-25

Item 9C.



**Contractor:** Florida Technical Consultants

**Evaluator:** Megan Wepfer

**RFI #** 25-09

### **Bid Opening Checklist**

- ☒ Title Page
- ☒ Table of Contents
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### **CHECKLIST NOTES:**

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Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	5
Quality Assurance Control Program/Policy	5	5
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	Type text here 5
Location of Firm	5	2
Total	45	42

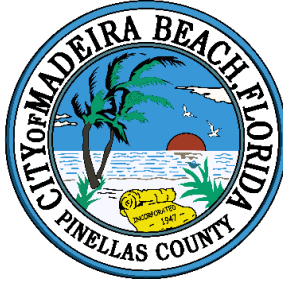
### **EVALUATION NOTES:**

Offers post hurricane and disaster recovery damage assessment

Many GIS projects and planning included

DATE: 5-15-25

Item 9C.



Contractor: George F Young

Evaluator: Megan Wepfer

RFI # 25-09

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### CHECKLIST NOTES:

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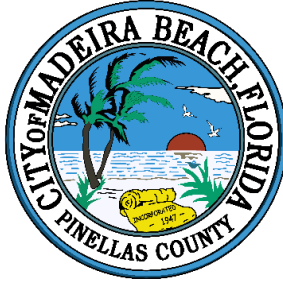
Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	5
Quality Assurance Control Program/Policy	5	5
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	Type text here 5
Location of Firm	5	5
Total	45	45

### **EVALUATION NOTES:**

Great submittal with a wide range of experience

DATE: 5-15-25

Item 9C.



Contractor: Kimley Horn

Evaluator: Megan Wepfer

RFI # 25-09

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### CHECKLIST NOTES:

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Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	5
Quality Assurance Control Program/Policy	5	5
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	Type text here 5
Location of Firm	5	5
Total	45	45

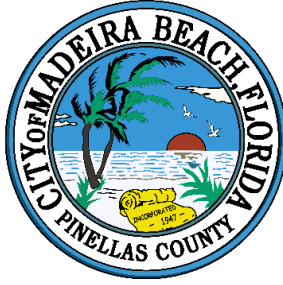
### **EVALUATION NOTES:**

Local in St. Pete

Wide range of projects listed

DATE: 5-15-25

Item 9C.



Contractor: Kimley Horn

Evaluator: Megan Wepfer

RFI # 25-09

### Bid Opening Checklist

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### CHECKLIST NOTES:

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Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	5
Quality Assurance Control Program/Policy	5	5
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	Type text here 5
Location of Firm	5	5
Total	45	45

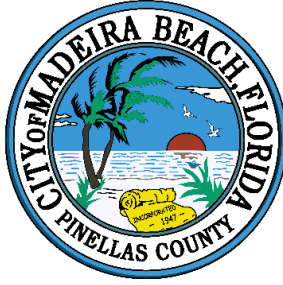
### **EVALUATION NOTES:**

Local in St. Pete

Wide range of projects listed

DATE: 5-15-25

Item 9C.



Contractor: Terra Mare

Evaluator: Megan Wepfer

RFI # 25-09

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### CHECKLIST NOTES:

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Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	5
Quality Assurance Control Program/Policy	5	5
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	Type text here 5
Location of Firm	5	5
Total	45	45

### **EVALUATION NOTES:**

Local in St. Pete

Small Firm with a lot of experience with the City of Madeira Beach



**Contractor:** Sofarelli + Associates

**Evaluator:** Allie Lallis

**RFI #** 25-09

### **Bid Opening Checklist**

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### **CHECKLIST NOTES:**

- very short submittal but nothing is missing

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Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	0
Quality Assurance Control Program/Policy	5	4
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	4
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	3
Location of Firm	5	5
Total	45	36

### EVALUATION NOTES:

- professional
- Has local and in house experience the city is satisfied with

Date: 5-15-25



**Contractor:** Florida Technical Consultants  
**Evaluator:** Allie Lollis

**RFI #** 25-09

### **Bid Opening Checklist**

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### **CHECKLIST NOTES:**

Located in Boyton Beach

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Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	3
Qualifications of Prime Consultant designated project manger	5	3
Qualification of Prime Consultants designated Project Professional Engineer	5	3
Qualifications of the Sub-Consultants - Experience working on public works projects	5	1
Quality Assurance Control Program/Policy	5	1
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	2
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	2
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	2
Location of Firm	5	1
Total	45	17

### **EVALUATION NOTES:**

- Not a ton of stormwater experience
- Nearest office is across the state

Date: 5-15-25



Contractor: ADEAS - Q

Evaluator: Allie Lollis

RFI # 25-09

### Bid Opening Checklist

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### CHECKLIST NOTES:

- Local in Tampa
- Lots of Roadway, traffic, transportation expertise

Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	4
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	4
Quality Assurance Control Program/Policy	5	4
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	3
Location of Firm	5	5
Total	45	40

### EVALUATION NOTES:

- Project manager has 27+ years of local government experience
- A lot of great roadway, transportation, public safety and traffic experience.
- Stormwater experience.

Date: 5-15-25

Contractor: George F. YoungEvaluator: Allie LollisRFI # 25-09**Bid Opening Checklist**

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**CHECKLIST NOTES:**- Local in St. Petersburg- Everything required - Great Submittal

Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	4
Quality Assurance Control Program/Policy	5	4
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	4
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	4
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	5
Location of Firm	5	5
Total	45	41

### EVALUATION NOTES:

- Coastal experience and local government projects
- Stormwater experience is great
- Roadway experience in \*St. Pete beach.



Date: 5-15-25

Item 9C.



Contractor: Kimley Horn

Evaluator: Allie Lolis

RFI # 25-09

### Bid Opening Checklist

- ☒ Title Page
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- ☒ References
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### CHECKLIST NOTES:

- very clear + easy to read submittal



Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	5
Quality Assurance Control Program/Policy	5	5
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	5
Location of Firm	5	5
Total	45	45

### EVALUATION NOTES:

- Great local + Coastal experience
- Easy to navigate the submittal
- Very experienced project team



Contractor: CPH

Evaluator: Allie Lollis

RFI # 25-09

### Bid Opening Checklist

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- ☒ Insurance Requirements

### CHECKLIST NOTES:

- Local in Tampa

- Nice submittal

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Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	4
Qualification of Prime Consultants designated Project Professional Engineer	5	4
Qualifications of the Sub-Consultants - Experience working on public works projects	5	4
Quality Assurance Control Program/Policy	5	5
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	4
Location of Firm	5	5
Total	45	41

### **EVALUATION NOTES:**

- A lot of experience within the team
- Lots of local stormwater experience

Date: 5-15-25

Contractor: Terra Mare ConsultingEvaluator: Allie LollisRFI # 25-09**Bid Opening Checklist**

- ☒ Title Page
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- ☒ Insurance Requirements

**CHECKLIST NOTES:**

- Everything required in submittal
- Local / in house experience.

Evaluation Scoring Criteria	Possible Points	Evaluator Points
Qualifications of Project Team	5	5
Qualifications of Prime Consultant designated project manger	5	5
Qualification of Prime Consultants designated Project Professional Engineer	5	5
Qualifications of the Sub-Consultants - Experience working on public works projects	5	0
Quality Assurance Control Program/Policy	5	5
Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city	5	5
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts	5	5
Consultants demonstrated understanding of the City of Madeira Beach's infrastructure	5	5
Location of Firm	5	5
Total	45	40

**EVALUATION NOTES:**

- Has worked in house with the city of Madeira Beach
- Local + Coastal experience

**RFI# 25-09****Preference List****General Engineering Services**

1. Terra Mare Consulting
2. Sofarelli Associates
3. George F Young
4. CPH
5. Kimley Horn
6. ADEAS-Q
7. FTC

**Construction design services / Construction Engineering Inspection**

1. Terra Mare Consulting
2. CPH
3. George F Young
4. Kimley Horn
5. Sofarelli Associates
6. ADEAS-Q
7. FTC

**Landscape design service**

1. CPH
2. George F Young
3. Kimley Horn
4. Sofarelli Associates
5. Terra Mare Consulting
6. ADEAS-Q
7. FTC

**Architectural services**

1. Sofarelli & Associates
2. George F Young
3. CPH
4. Kimley Horn
5. FTC
6. ADEAS-Q
7. Terra Mare Consulting

**Surveying and mapping**

1. CPH
2. ADEAS-Q
3. FTC
4. George F Young
5. Kimley Horn
6. Terra Mare Consulting
7. Sofarelli Associates

## **DESIGN SERVICES AGREEMENT**

**THIS AGREEMENT** is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF MADEIRA BEACH, FLORIDA, (hereinafter referred to as “CITY”), and \_\_\_\_\_, 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 and Pavement Design
- Stormwater Drainage Design, Evaluation and Inspection (with coastal communities)
- Structural and Environmental Engineering
- Park and Landscape Architectural Services (active, passive, and coastal)
- NPDES Services (including field inspection services)
- Stormwater Utility Services
- FDOT, FDEP, USACE, and SWFWMD
- Surveying
- Construction Engineering and Inspection (CEI)
- Geographic Information Systems Programming
- FDOT Local Agency Program (LAP) Projects
- Mapping/ GIS/ Asset Management
- Underground Utility Design / Construction Inspection Services

**The 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
- Bridge Repairs
- Roof Replacements/Repairs
- Stormwater Improvements
- Seawall Repairs and Reconstruction
- Facility design and commissioning
- Environmental Assessments
- Structural Analysis
- Plan Review
- FDEP NPDES MS4 permit services.
- Marina Facility Enhancements
- 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](mailto: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:

# **SIGNATURE PAGE**

**ATTEST:**

**BY:** \_\_\_\_\_  
**Clara Vanblargan, City Clerk**

**BY:** \_\_\_\_\_  
**Anne-Marie Brooks, Mayor**

**CONSULTANT\*:**

Signature: \_\_\_\_\_  Date: June 4, 2025  
 Print Name: James Barton, President  
 For Florida Technical Consultants ("Contractor")  
 Mailing address: 2240 Woolbright Road, Suite 400, Boynton Beach, FL  
 Email address: jbarton@fltechinc.com  
 Phone: 954-914-8488

**\*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.

## SIGNATURE PAGE

ATTEST:

BY: \_\_\_\_\_  
Clara Vanblargan, City Clerk

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

CONSULTANT\*:

Signature: Albert Carrier Date: 6/4/25

Print Name: ALBERT CARRIER

For TERRAMAZE CONSULTING ("Contractor")

Mailing address: 11722 WALKER AVE

Email address: AL@TERRAMAZECONSULTING.COM

Phone: 727 686 0095

**\*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.



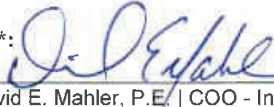
## DESIGN SERVICES AGREEMENT

### SIGNATURE PAGE

ATTEST:

BY: \_\_\_\_\_  
Clara Vanblargan, City Clerk

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

CONSULTANT\*:   
Signature: \_\_\_\_\_ Date: May 9, 2025  
Print Name: David E. Mahler, P.E. / COO - Infrastructure  
For CPH Consulting, LLC ("Contractor")  
Mailing address: 5601 Mariner Street, Suite 105, Tampa, FL 33609  
Email address: info@cphcorp.com  
Phone: 813.288.0233

**\*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.

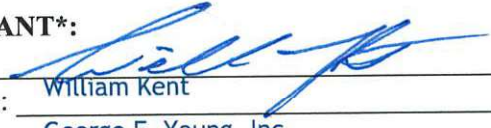
## SIGNATURE PAGE

ATTEST:

BY: \_\_\_\_\_  
Clara Vanblargan, City Clerk

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

CONSULTANT\*:

Signature:  Date: June 4, 2025  
Print Name: William Kent  
For George F. Young, Inc. ("Contractor")  
Mailing address: 299 Dr. Martin Luther King Jr. St. N, St. Petersburg, FL 33701  
Email address: bkent@georgefyoung.com  
Phone: 727.822.4347

**\*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.

## SIGNATURE PAGE

ATTEST:

BY: \_\_\_\_\_  
Clara Vanblargan, City Clerk

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

CONSULTANT\*:

Signature: \_\_\_\_\_

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

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

For \_\_\_\_\_

ARCHITECT ("Contractor")

Mailing address: 1000 S. BELCHER RD SUITE A-1 LARGO FL

Email address: MIKE@SOFARRELLARCH.COM 33771

Phone: 727-530-3535 727-510-2586

**\*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.

## **DESIGN SERVICES AGREEMENT**

**THIS AGREEMENT** is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF MADEIRA BEACH, FLORIDA, (hereinafter referred to as “CITY”), and Kimley-Horn and Associates, Inc., a North Carolina 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 and Pavement Design
- Stormwater Drainage Design, Evaluation and Inspection (with coastal communities)
- Structural and Environmental Engineering
- Park and Landscape Architectural Services (active, passive, and coastal)
- NPDES Services (including field inspection services)
- Stormwater Utility Services
- FDOT, FDEP, USACE, and SWFWMD
- Surveying
- Construction Engineering and Inspection (CEI)
- Geographic Information Systems Programming
- FDOT Local Agency Program (LAP) Projects
- Mapping/ GIS/ Asset Management
- Underground Utility Design / Construction Inspection Services

**The 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
- Bridge Repairs
- Roof Replacements/Repairs
- Stormwater Improvements
- Seawall Repairs and Reconstruction
- Facility design and commissioning
- Environmental Assessments
- Structural Analysis
- Plan Review
- FDEP NPDES MS4 permit services.
- Marina Facility Enhancements
- 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:

---

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 fee; 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](mailto: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, and hold harmless, CITY, its commission members, officers, attorneys, and employees from, and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the SERVICES hereunder. 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:

Dustin Ballard, P.E.  
Kimley-Horn and Associates, Inc.  
200 Central Avenue, Suite 600  
St. Petersburg, FL 33701

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:

## **SIGNATURE PAGE**

**ATTEST:**

**BY:** \_\_\_\_\_  
**Clara Vanblargan, City Clerk**

**BY:** \_\_\_\_\_  
**Anne-Marie Brooks, Mayor**

**CONSULTANT\*: KIMLEY-HORN AND ASSOCIATES, INC.**

Signature: Brooke Arriaga Date: June 5, 2025

Print Name: Brooke Arriaga, Regional Contract Lead

For Kimley-Horn and Associates, Inc. ("Contractor")

Mailing address: 200 Central Avenue, Suite 600, St. Petersburg, FL 33701

Email address: Brooke.Arriaga@kimley-horn.com

Phone: 727-328-4464

**\*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.

# SIGNATURE PAGE

ATTEST:

BY: \_\_\_\_\_  
Clara Vanblargan, City Clerk

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

CONSULTANT\*:

Signature: [Signature] Date: 6/6/25  
Print Name: Jason Collins - President  
For ADEAS-Q ("Contractor")  
Mailing address: 201 E. Kennedy Blvd #950, Tampa, FL 33602  
Email address: jcollins@adeas-q.com  
Phone: 813-495-7382

**\*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.





## MEMORANDUM

**Date:** June 11, 2025  
**To:** Hon. Mayor and Board of Commissioners  
**Through:** Robin Gomez, City Manager  
**From:** Andrew Laflin, Director of Finance  
**Subject:** Ordinance 2025-13 Fees and Collection Procedure Manual – FY 2025 Update, 2<sup>nd</sup> Reading and Public Hearing

---

### **Background**

The purpose of this agenda item is to present to the Board of Commissioners proposed amendment to the Fees and Collection Procedure Manual to provide for the changes to the rates of overnight parking and to reword and update certain Community Development services and fees.

Exhibit A - Fees and Collection Procedure Manual with tracked changes. Within Exhibit A, all updates to the manual, including addition of new fees, changing existing fees, modification of current explanatory language, and other similar changes, are included in red font with previous fee amounts and language stricken. Thus, Exhibit A provides an illustration of listed fees before and after the amendments resulting from Ordinance 2025-13. The departments involved in these proposed fee changes are Parking and Community Development Department.

### **Fiscal Impact**

This amendment will serve the public morale and wellbeing.

### **Recommendation**

Staff recommends approval of Ordinance 2025-13.

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

- Ordinance 2025-13
- Exhibit A: Fees and Collection Procedure Manual with tracked changes.
- Ordinance 2025-13 Fees and Collections Procedure Manual Business Impact Estimate

## ORDINANCE 2025-13

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE CHANGES TO THE RATES OF OVERNIGHT PARKING AND CITY DEVELOPMENT FEES AND REWORD CERTAIN DEVELOPMENT SERVICES; REPEALING ORDINANCE 2025-12; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS** the City of Madeira Beach adopted Ordinance 2025-12 providing for the amendment of Fees and Collection and Procedures Manual; and

**WHEREAS**, the City Staff has reviewed the current provisions of the Fees and Collection Procedure Manual for the City of Madeira Beach and wishes to revise the same to provide for the changes to the rates for overnight parking and city development fees and reword certain development services; and

**WHEREAS**, the City Staff wishes to repeal Ordinance 2025-12.

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

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

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

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

**SECTION 4.** That Resolution 2025-12 is hereby repealed.

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

**PASSED AND ADOPTED**, following a first reading and public hearing, this \_\_\_\_ day of \_\_\_\_\_ 2025 by the Board of Commissioners of the City of Madeira Beach, Florida.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

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

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

**Exhibit A**  
**Ordinance 2025-13**



# **FEES & COLLECTION PROCEDURE MANUAL**

(Updated Through ~~Ordinance 2024-22~~ Ordinance 2025-13)

**Office of the City Clerk**  
**Adopted:**

# FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE 2025-13)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### CUSTODIAN OF PUBLIC RECORDS

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

### RECORDS CUSTODIANS

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

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

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## ARTICLE II. DEVELOPMENT SERVICES

### A. General Development Services Fee Structure:

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

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

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

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

(3) Special exception use .....\$1,800.00

(4) Appeal of decision (appeal is refundable if decision is overruled).....\$1,500.00

(5) After-the-fact variance and special exception use (double fee) .....~~\$3,600.00~~  
shall be two (2) times the variance or special exception use fee (Ordinance 2016-06)

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

C. *Alcoholic Beverage Permit Application Fee*.....~~\$1,000.00~~ 800.00  
 (Res. 2012-14, 09/05/2012)

D. *Platting.*

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

(1) Review of construction drawings .....\$500.00

(2) Replat .....\$500.00

(3) Final .....\$500.00

(4) Amendment to a plat .....\$500.00

(5) Minor subdivision.....\$350.00

(6) Lot line adjustments.....\$200.00

(7) Unity of title .....\$100.00

(8) Rescission of unity of title .....\$250.00

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

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

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

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

F. *Site Plan and Redevelopment Process*

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

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

(1) Minor Site Plan Review .....~~\$300.00~~ \$500.00

(2) Intermediate Site Plan Review.....\$1,000.00

a. ~~First Review Site Plan Submittal~~.....\$1,000.00

(3) Major Site Plan Review.....\$2,000.00



- a. ~~First Review Site Plan Submittal~~.....\$2,000.00
- (4) Administrative Waiver .....\$500.00
- (5) ~~Nonconforming structure~~ encroachment, extension ~~and additions (Sec 110-93(3)f)~~...\$1,000.00
- G. ~~Zoning/Land Development Regulation Interpretations and Preliminary plan meetings~~ – Base Fee ~~\$100.00~~  
250.00

*Interpretation of ~~land development~~ regulations such as ~~number of legal units existing on a property the land development regulations, intensity and density~~, nonconforming provisions, ~~floodplain regulations, Florida Building Code~~, subdivision regulations, and/or ~~Planning, Zoning or~~ Predevelopment review meetings. Such services would include up to one hour of meeting and or research of ~~applicable development city staff or consultant(s) the Planner and can include the preparation of a written interpretation~~. Time required above an hour or requiring the participation of additional staff, shall be charged at ~~the rate of \$100 per hour, the employees' hourly rate plus benefits on a time for time basis~~. On-site consultation with planner, ~~building official, permit technician~~, or Certified Flood Plain Manager (as needed; by request) requires an additional fee of \$100.00. ~~Any formal letter prepared by city staff requires an additional fee of \$100.00.~~*

- H. Zoning ~~and/or Floodplain~~ Verification Letter .....\$100.00

*Includes one hour of research. ~~Additional time will be charged at the employee's hourly rate plus benefits. Additional research time shall be charged at the rate of \$100 per hour.~~*  
(Res. 2016-24, 07/12/2016)

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

- I. Land Development Regulations Amendment .....\$1,500.00  
(Res. 2016-24, 07/12/2016)
- J. Land Use Amendment .....\$3,000.00  
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)
- K. Rezoning.....\$2,000.00  
(Res. 07-14, 06/26/2007)
- L. Planned Development (PD) and Planned Development Amendments. (Res. 07.14, 06/26/2007)
- (1) Development Meetings-Charged as Plan Review Meetings at the combined hourly rate of all staff assigned by the ~~Community Development Planning~~ Director.
- (2) Plan Review.....\$2,500.00
- a. ~~Each Subsequent Revision~~.....\$500.00
- b. ~~Preliminary Plan and Standards Review~~.....\$1,500.00
- c. ~~First Plan and Standards Plan Review~~.....\$2,500.00
- d. ~~Each Subsequent Submittal~~.....\$500.00  
~~Plus hourly rate of assigned staff~~
- (3) Minor modifications not requiring full site plan, neighborhood/community meetings or zoning

map amendment or amendment of the ~~planned~~ development agreement .....\$1,000.00

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

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

*M. Special Agreements (for Development Agreements, see Section L)*

*(Res. 10.12, 07/20/2010; 07.14, 06/26/2007)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*S. Specific Site Plan Applications*

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

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

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

establishments by law.

- (2) ~~Sign, Murals, Banners.....\$75.00~~  
Outdoor Cafes on Public Sidewalk Request.....\$175.00

**T. Building Permit Fee Schedule.**

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

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

- (1) Residential and Commercial (NON-REFUNDABLE) permit plan review deposit fee
- ~~Value of \$2,499 or less.....\$50.00~~
  - ~~Value of \$30,000-\$2,500 or more..... 25% of total permit fees value (minimum \$50)~~

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

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

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

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

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

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

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

- (4) Florida Surcharge Fee: The Building Permit fee as required by Florida Law, a total of two and one-half (2½%) percent per permit. A minimum of four dollars for the Building Permit Fees.\*
- (5) ~~Pre-Permit Plan Review Fee: All plan review fees for large "commercial and residential" building permits including one and two family dwellings, townhouses, multifamily units and all commercial projects shall be:~~
- a. ~~One and two family dwellings & townhouses .....\$250.00~~
  - b. ~~Multifamily units & commercial projects .....\$500.00~~
  - c. ~~FEMA-SI/SD projects .....\$250.00~~
  - d. ~~Minimum fee .....\$100.00~~
- (6) ~~Re-examination of plans due to corrections, changes, or alterations, prior to or after permit issuance:~~
- a. ~~Plan revisions (Minor, 2,499 sq. ft. or less) .....\$100.00~~
  - b. ~~Plan revisions (Large) greater than (>) 2500sq. ft. ....\$250.00~~
- (7) Miscellaneous Fees:
- a. Certificate of Occupancy and/or Certificate of Completion .....\$50.00
  - b. ~~Letters of Determination (e.g., flood, building, etc.) .....\$50.00~~
  - c. Change of contractor (all trades) .....\$50.00
  - d. Change of use or occupancy .....~~\$50.00-100.00~~  
    - i. Additional research time over one hour shall be charged at the rate of \$100 per hour.
  - e. Demolition of structure:
    - i. ~~Demolition base fee (up to 5,000 sq) .....\$100.00-200.00~~
    - ii. Structures over 5,000 sq. ft .....~~\$250.00-500.00~~
  - f. Early release of power (*before electrical final*) .....\$50.00
  - g. ~~Moving of structure .....\$100.00~~
  - h. Permit extension (*per extension*) .....\$50.00
  - i. Transfer of Permit .....\$50.00
  - j. Private provider permit fee ..... permit fees reduced by 10%, not to exceed a maximum reduction of \$10,000.00 per permit. Permit fee for applications performed by an outside entity:  
*The permit fee for an application when the Building Official has approved the request of the applicant to have an outside entity, contracted by the applicant, perform the required inspections shall be:*
    - i. ~~Fee per sq. ft. of the proposed structure .....\$1.00~~
    - ii. ~~Minimum fee, (plus any applicable fees) .....\$50.00~~
  - k. ~~Red tags and/or Failed inspection(s) (per tag/inspection) .....\$50.00~~
  - l. ~~Replacement of placard card (per placard card) .....\$25.00~~
  - m. ~~Special consultation with Building Official (as needed; by request) .....\$100.00~~
  - n. ~~FEMA Floodplain~~ or damage pre-permit inspection, Fire or Structural (*Includes Trades*), and Building Code, Life & Health Safety .....~~\$100.00~~\$150.00
  - o. Building Code, Life & Health Safety inspection .....\$100.00
  - p. After hours inspection (*beyond normal business hours*) .....\$250.00

- q. ~~Tagged property (yellow or red) and s~~ Stop-work order (*per order*) .....~~\$50.00~~**100.00**
- r. ~~Temporary power pole~~ .....~~\$50.00~~
- s. ~~Tent permit~~ .....~~\$25.00~~
- t. ~~Tree removal permit~~ .....~~\$50.00~~
- u. Well/Test boring ~~and abandonment~~ application ..... \$100.00
- v. ~~Each additional boring on same site~~ .....~~\$20.00~~
- w. Building Safety/Milestone Report Review Fee ..... \$250.00

(8) "After the Fact" permit fee:

- a. Shall be five (5) times the face value of the permit valuation fees.
- b. Any subsequent "After-the-fact" permit issued to the same Contractor, Property Owner and/or Homeowner within the following (12) months shall be ten (10) times the normal fees.
- c. Post-Disaster After-the-Fact Permit Fee: Post-disaster permits may be issued at zero percent (0%) permit fee (no fee) when approved by the Board of Commissioners (see T.(3)). However, any post-disaster work started without a permit—even if the permit would otherwise be free—will be charged a penalty of five (5) times the standard permit fee.

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

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

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

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

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

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

U. Impact Fee Schedule

Impact fees were adopted beginning on April 1, 2022, and impact fees are updated annually beginning October 1<sup>st</sup> each year through fiscal year 2028 in accordance with the schedule below, based on the



following amount per sq ft of building area\*:

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

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

### ARTICLE III. FINANCE DEPARTMENT

- A. *Credit Card Transaction Convenience Fee* .....An amount suitable to recover card processing fees charged to the City.
- B. *Indebtedness Search*.....\$50.00
- C. *Returned/unfunded/worthless checks*..... Pursuant to F.S. §68.065(2)
- D. *Recording of Documents:*
- (1) First Page .....\$10.00
- (2) Each Additional Page ..... \$8.50
- E. *Parking fines and penalties.* Parking fines and penalties shall be as follows:  
(Res. 06.29, 11/28/2006; Res. 04.09, 08/10/2004; Code 1983, §5-19; City Ord 2022-23)
- (1) Overtime Parking .....\$60.00
- (2) Double Parking.....\$80.00
- (3) Parking in a "NO PARKING" Zone .....\$90.00
- (4) Other Improper Parking.....\$90.00
- (5) Delinquency Fee (After 15 Days).....\$30.00
- (6) Disabled Parking Permit .....Sec. 66-52(c), Code of Ordinances
- Note: A Parking enforcement officer can ticket every hour for repeat violations.*
- F. *Special event parking permit (daily permit)* .....\$35.00  
Special event parking permits and road closure fees established for specified events are listed below with additional events authorized by the City Manager.  
(Res. 2014-20, 05/13/2014)
- |  |   |
|--|---|
| <p>Johns Pass Seafood Festival</p> <p>Memorial Day</p> | <p>The Fourth of July</p> <p>Additional event days as authorized by the BOCC by resolution.</p> |
|--|---|
- G. *Business Parking Permit (up to 4 permits/month/Business) per month* .....\$40.00  
*Permit for any business with current Local Business Tax Receipt (BTR).*
- H. ~~Parking meters city-wide~~City-wide Parking Rate ..... \$4.00/hr  
(minimum)
- I. *Overnight Parking*..... ~~\$96.00~~\$72.00/day  
*up to 7 days. Selective Surface Parking lots from 130<sup>th</sup> to Kitty Stuart Park.*

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

*\*Note/Clarification: Due to the parking ~~meter~~-fee increasing from \$4.00 per hour, the minimum charge for credit cards for half the time or thirty minutes is now \$2.00.*

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

## ARTICLE IV. FIRE DEPARTMENT

### A. *Fire & Life Safety Inspection*

- (1) Places of Assembly (Posted Occupant Load):
  - a. Up to 49 People.....\$50.00
  - b. 50 – 149 People .....\$100.00
  - c. 150 People or More .....\$150.00
- (2) Residential structures, hotel/motel, timeshare, rentals/resort rentals (5 units or greater)
  - a. 5 – 10 Units.....\$100.00
  - b. 11 – 20 Units.....\$150.00
  - c. 21 – 49 Units .....\$200.00
  - d. 50 or More Units .....\$350.00
- (3) Automotive and/or Marine Service or Storage Facilities .....\$200.00
- (4) Automotive and/or Marine Fueling Facilities.....\$200.00
- (5) Standalone Single Business:
  - a. Up to 2,499 sq. ft.....\$50.00
  - b. 2,000 or more sq. ft .....\$100.00
- (6) Multiple Commercial/Businesses:
  - a. Unoccupied, per suite .....\$25.00
  - b. Occupied, per suite.....\$50.00
- (7) Storage Facilities
  - a. Up to 4,999 sq. ft .....\$100.00
  - b. 5,000 or more sq. ft .....\$200.00

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

## ARTICLE V. PARKS & RECREATION

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

- A. Recreation.*
  - (1) Adult Sports Registration:
    - a. Rate determined by sport, competitive analysis, and cost recovery.
      - i. Resident/Non-Resident Pricing model will be utilized.
  - (2) Youth Sports
    - a. Rate determined by sport, competitive analysis, and cost recovery.
      - i. Resident/Non-Resident Pricing model will be utilized.
  - (3) After-School Program (will take effect August 1, 2020):
    - a. Resident (*daily*) ..... \$9.00

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

(4) Summer Camp Program:

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

(5) Fitness Classes

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

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

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

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

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

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

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



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

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

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

- c. Resident discount on hourly rates.

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

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

#### C. Park & Pavilion Rentals

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

##### (1) Archibald Park

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

##### (2) John's Pass Park:

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

##### (3) Splash Pads Rentals

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

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

**D. Athletic Field Rentals**

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

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

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

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

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

**E. Wedding Permits.**

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

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

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

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

**F. Special Events.**

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

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

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

(3) Deposit. *Deposits shall be determined upon the estimated impact on the City*

owned property of which the event is hosted.

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

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

(4) Fees

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

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

## ARTICLE VI. PUBLIC WORKS

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

#### (1) Removal service fees-

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

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

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

- c. Bulk item removal. Any item identified in section 54-33 regarding the removal of other waste and non-combustible refuse will be collected by the city, for a minimum disposal fee of \$50.00 plus \$10.00 for each item picked up
- d. Unlawful/Illegal Dumping .....\$250.00
- e. Bulk waste. Noncombustible refuse in excess of normal weekly limits, by either residential or commercial establishments shall be picked up at the rate of \$50.00 per hour per collection day, based on elapsed time of collection, plus allowances for disposal run and dump charges. Such charges shall also be made to homes having more than normal trash collection.

(2) Recycling service fees (Commercial)

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

(3) Billing.

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

(4) Owner's liability.

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

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

*(Code 1983, §19-511)*



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

**B. Stormwater Utility Management**

**(1) Created.**

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

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

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

**(2) Schedule of Rates**

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

- (1) The EDU rate shall be \$10.00 per month for each EDU.
- (2) The stormwater management utility fee shall be calculated for each developed property as follows:

- i. The fee for property consisting solely of dwelling units is the rate of one EDU multiplied by the number of dwelling units existing on the property. That is:

$$\text{Fee} = (\text{EDU rate}) \times (\text{Number of dwelling units})$$

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

$$\text{Fee} = (\text{EDU rate}) \times (\text{Impervious area expressed in square feet}) / 1,249 \text{ square feet, but not less than the rate for one EDU}$$

***\*Fractional remainders***

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

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

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

notified of any delinquency in the payment of the stormwater management utility fee in the same manner that delinquent water, garbage and sewer bills are notified and the failure to pay such fee as is otherwise provided in the statement rendered to the payer shall subject the property to the discontinuance of water, garbage and sewer services and shall subject the fee payer to all other penalties and charges provided relative to the discontinuance of such utility services.

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

(4) Adjustments of fees.

*(Code 1983, §19-512)*

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

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

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

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

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## ARTICLE VII. MADEIRA BEACH MUNICIPAL MARINA

### A. Vessel inspection.

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

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

### B. Madeira Beach Municipal Marina fees

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

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

tool. Discounts will be for off peak times.

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

- (1) Transient Wet Slip per day.....\$2.10/foot/day
- (2) Transient Wet Slip per week.....\$11.00/foot/week
- (3) Transient Dry Storage
  - a. Regular per day .....\$28.04/day
  - b. Holidays and/or weekends per day.....\$37.38/day
- (4) Transient Dry Storage .....\$257.01 /month
- (5) Wet Slip non-Live-aboard .....\$13.50/foot/month
- (6) Boat Lift .....\$17.00/foot/month
- (7) Commercial non-live-aboard wet slip.....\$14.50 /foot/month
- (8) Wet Slip Live – aboard .....\$20.00/foot/month
- (9) Dry Storage – under 26’ boat length.....\$172.90/month
- (10) Dry Storage – 26’+ boat length .....\$210.28/month
- (11) Resident Dry Storage (*Limited to Madeira Beach Residents Only*) .....\$130.84/month
- (12) Dry storage for non-motorized boat\* .....\$28.17/month
  - a. *\*Kayaks, canoes, and small boat that can be carried by one (1) person.*
- (13) Boat Ramp Fees
  - a. Launch .....\$4.67/day
  - b. Launch and Park .....\$14.02/day
  - c. Holiday Launch and Park .....\$18.69/day
  - d. Resident Launch (New).....\$1.87
  - e. Resident Launch & Park (New) .....\$9.35
- (14) Late Fee .....\$30.00
- (15) Residents with recreational vehicles and motor homes and boat displaced by City Road and/or Stormwater construction will be provided free storage space for those vehicles.
- (16) Fuel Discounts -Maximum discount per gallon \$0.30/gal
  - a. Commercial .....\$0.20/gal
  - b. Gulf of Mexico Commercial Fishing Fleet Discount .....\$0.30/gal
  - c. 50+ Gallon .....\$0.05/gal
  - d. Boat US/ Sea Tow .....\$0.05/gal
  - e. Madeira Beach Resident.....\$0.05/gal



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

*This page reserve for Publications by the City Clerk*

# **Business Impact Estimate**

Proposed ordinance's title/reference:  
Ordinance 2025-13: Fees and Collection Procedure Manual

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

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

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

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

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

Ordinance 2025-13 amends the Fees and Collection Procedure Manual to revise various Community Development fees and parking fees.

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

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

It is not foreseen that additional city staff will be required to enforce the changes in the Fees and Collection Procedures Manual. The cost increases are minimal and would not have a significant impact on existing businesses. The only new fee being included is the sidewalk café fee which would not impact most businesses within the city.

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

The increase in alcoholic beverage permit fees from \$800 to \$1,000 would impact any future proposed alcoholic beverage license use or the expansion of existing alcoholic beverage license use. The sidewalk café permit fee could impact some existing restaurants.

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

This ordinance clarifies post disaster recovery permits including for after-the-fact permits.

**Tampa Bay Times**

Published Daily

STATE OF FLORIDA } ss  
 COUNTY OF HERNANDO, CITRUS, PASCO,  
 PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-13 was published in said newspaper by print in the issues of 05/21/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



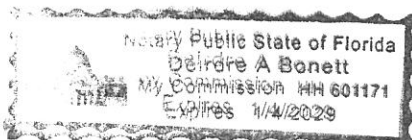
Signature of Affiant \_\_\_\_\_

Sworn to and subscribed before me this **05/21/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

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

## NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA BEACH

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

**NOTICE IS HEREBY GIVEN**, that the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing for the adoption of proposed Ordinance 2025-13 on Wednesday, June 11, 2025, at 6:00 p.m.** The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The titles of said Ordinances are as follows:

**ORDINANCE 2025-13**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE CHANGES TO THE RATES OF OVERNIGHT PARKING AND CITY DEVELOPMENT FEES AND REWORD CERTAIN DEVELOPMENT SERVICES; REPEALING ORDINANCE 2025-12; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinance. A copy of the proposed Ordinance is available for inspection in the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday.

If you would like more information regarding the proposed Ordinance 2025-13, please contact Community Development Director Jenny Silver at 727-804-0178 or email [jsilver@madeirabeachfl.gov](mailto:jsilver@madeirabeachfl.gov).

The meeting will be aired on Public Access TV Spectrum Channel 640 and on the City's website: <https://madeirabeach-fl.municodem meetings.com/>

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

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 231 or 232 or email a written request to [cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov).



# Memorandum

**Meeting Details:** June 11, 2025 – BOC Regular Meeting

**Prepared For:** Mayor Brooks and Board of Commissioners

**From:** Community Development Department

**Subject:** Public Hearing for (2COP) ALCOHOLIC BEVERAGE LICENSE APPLICATION # 2025-03 for Belleair Market Johns Pass located at 111 Boardwalk Place West Suite 103, Madeira Beach, Florida 33708

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## **Background:**

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2025-03, is seeking a (2COP) alcoholic beverage license for the sale of beer and wine by the drink or in sealed containers for consumption on premises and by sealed container for consumption off premises at Belleair Market Johns Pass located at 111 Boardwalk Place West Suite 103, Madeira Beach, Florida 33708. This establishment is in the C-1, John's Pass Village Activity Center Zoning District and the Commercial Core Character District. The future land use designation for the property is Activity Center.

Pursuant to Section 110-539, the Notice of Public Hearing has been properly sent to all property owners within 300 feet of the subject property 15 days before the scheduled consideration by the Board of Commission. Such notice has also been posted on the subject property, at the Gulf Beaches Public Library, City Hall, and the City of Madeira Beach website.

## **Discussion:**

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

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



John's Pass Village is mostly commercial uses with a focus on tourism. There are not any single-family residential areas adjacent to the property of the proposed alcohol use. A small market serving sandwiches and selling beer and wine would be a compatible use for the location. The proposed alcohol use would not adversely affect the character of the existing neighborhood.

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

The location of the Belleair Market John's Pass has previously had commercial tenants including a convenience store with a (2APS) alcoholic beverage license. It is not foreseen that any additional traffic would be generated since this location has previously had similar commercial tenants. There is parking located under and behind the structure and across the street in the John's Pass Plaza Parking Garage. John's Pass Village is a walkable commercial area where customers can walk between their shopping and eating destinations. The proposed alcohol use would not create additional congestion or present a safety hazard.

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

A small market would be a compatible use in this location since it is a commercial use and would be surrounded by other commercial uses. Many of the nearby tenants have several types of alcohol licenses. The structure that the establishment is in has previously had other commercial tenants including a convenience store. The proposed use is compatible with the location.

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

Public safety should not be adversely affected by Belleair Market serving beer and wine for consumption on the premises. The cafe is more than 300 feet away from any established church, synagogue, temple, or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. There are businesses nearby that already sell alcohol.

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

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

**Fiscal Impact:** N/A

**Recommendation(s):** City Staff recommends the approval of ABP 2025-03.

**Attachments:**

Local Application

Existing Site Plan

Public Notice Mailing and Posting



**CITY OF MADEIRA BEACH**  
 PLANNING & ZONING DEPARTMENT  
 300 MUNICIPAL DRIVE ♦ MADEIRA BEACH, FLORIDA 33708  
 (727) 391-9951 EXT. 255  
[planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov)



## ALCOHOLIC BEVERAGE PERMIT APPLICATION

**Applicant: Name and Address**

George Scott  
10218 Thurston Groves Blvd  
Seminole, FL 33778

**Property Owner: Name and Address**

111 Boardwalk, LLC  
PO Box 171  
Largo, Florida 33779

**Telephone:** (727) 459-0397

**Email:** belleairmarket@aol.com

**Telephone:** 727433-2671

**Email:** Benmallah@equitymp.com

Type of Ownership:    ☐ Individual    ☐ Partnership    ☐ Corporation    ☒ LLC

Name of Business: Belleair Market Johns Pass, LLC    Business Phone: 7274590397

Parcel Identification: Attached on Site Plan

Legal Description: Attached

Number of Seats: Inside: 6    Outside: 2

Number of Employees: 3

Zoning District: C-1

Future Land Use: Activity Center

**Classification:**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Package store, beer & wine        | <input checked="" type="checkbox"/> Retail Store, beer, wine | <input type="checkbox"/> Bar              |
| <input type="checkbox"/> Package store, beer, wine, liquor | <input checked="" type="checkbox"/> Restaurant               | <input type="checkbox"/> Hotel Restaurant |
| <input type="checkbox"/> Club                              | <input type="checkbox"/> Charter Boat/Party Boat             | <input type="checkbox"/> Hotel            |

Number of Parking Spaces: 18 +    Handicap Parking Spaces: 2    Bike Racks: 1

Motorcycle Parking Spaces: \_\_\_\_\_ **+Parking Garage**

**DISCLAIMER:** According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

## Hours of Operation:

Monday: 8am-8pm

Tuesday: 8am-8pm

Wednesday: 8am-8pm

Thursday: 8am-8pm

Friday: 8am-8pm

Saturday: 8am-8pm

Sunday: 8am-8pm

General Description of Business: \_\_\_\_\_

Small Market/Sandwich Cafe featuring Cuban Sandwiches, Beer, Wine, Drinks

\_\_\_\_\_

## Supporting Materials Required:

- ☒ Property Owner's Written Approval      ☒ Property Survey (With Total Parking Count)
- ☒ Site Plan      ☒ State Application and Floor Plan

**Consideration of alcoholic beverage application: On a separate attached page, please answer the following questions:**

1. The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
2. The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
3. Whether or not the proposed use is compatible with the particular location for which it is proposed.
4. Whether or not the proposed use will adversely affect the public safety.
5. No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owned by the applicant to the City under any section of the code.

**Affidavit of Applicant:**

I understand that this Alcoholic Beverage Permit Application, with its attachments, becomes a permanent record for the City of Madeira Beach and hereby certify that all statements made herein together with any attachments, are true to the best of my knowledge.

Signature of Applicant:



Date: May 16, 2025

ABP #: \_\_\_\_\_

Item 10B.

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

**Fee:** \$800.00

☒ Check # 9620

☐ Cash

☐ Receipt # \_\_\_\_\_

Date Received: 5-16-25

Received by: \_\_\_\_\_

ABP# Assigned: 2025-03

BOC Hearing Date: \_\_\_\_\_

☐ Approved

☐ Denied

\_\_\_\_\_  
Community Development Director

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

\_\_\_\_\_  
City Manager

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



**NOTICE:** *Persons are advised that, if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based*

**CERTIFICATION**

I hereby authorize permission for the Planning Commission, Board of Commissioners, Building Official, and Community Development Director to enter upon the above referenced premises for purposes of inspection related to this petition.

I hereby certify that I have read and understand the contents of this application, and that this application, together with all supplemental data and information, is a true representation of the fact concerning this request; that this application is made with my approval, as owner and applicant, as evidenced by my signature below.

It is hereby acknowledged that the filing fee of this application does not constitute automatic approval of the request; and further, if the request is approved, I will obtain all the necessary permits and comply with all applicable orders, codes, conditions, rules, and regulations pertaining to the subject property.

***I have received a copy of the Redevelopment Plan Requirements and Procedures (attached), read and understand the reasons necessary for granting a Redevelopment Plan and the procedure, which will take place at the Public Hearing.***

**Appeals.** (City Code, Sec. 2-109). An aggrieved party, including the local governing authority, may appeal a final administrative order of the Board of Commissioners to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Board of Commissioners. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Applicant's Signature:



Date:

5-16-25

STATE OF

Florida

COUNTY OF

Pinellas

Before me, this

16<sup>th</sup>

day of

May

,

2025

, appeared in person

George Scott  
(name of applicant)

who, being sworn, deposes and says that the foregoing

is true and correct certification and who is \_\_\_\_\_ personally know to me or has produced \_\_\_\_\_ as identification.

FL DL # S300-303-68.

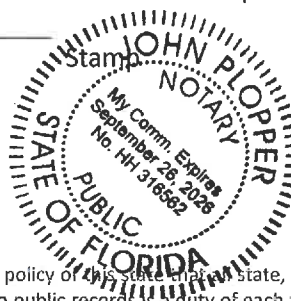
463-0



(notary signature)

Commission Expires:

9-26-26





10225 Ulmerton Rd Suite 12A  
Largo FL 33771  
Tel: 727-517-2395 Fax: 727-517-2396

May 15, 2025

City of Madeira Beach

RE: Application for Alcohol (Beer and Wine), Belleair Market Johns Pass

To Whom It May Concern:

I am writing on behalf of 111 Boardwalk LLC, the owner of the property located at 111 Boardwalk Place West, Madeira Beach, Florida. We have entered into a lease agreement with George Scott and Julie Champion, principals of Belleair Market Johns Pass LLC.

It has come to my attention that they intend to apply for a 2COP Alcohol License for the leased premises. Please be advised that I fully approve of their intended use of the property and fully support their application for the license.

Should you require any additional information, please feel free to contact me directly.

Respectfully,

A handwritten signature in blue ink, appearing to read "Ben Mallah", is written over a horizontal line.

**Benjamin Mallah**

Managing Member

[Benmallah@equitymp.com](mailto:Benmallah@equitymp.com)

Consideration of alcoholic beverage application:

On a separate attached page, please answer the following questions:

Thank you for considering our application to become a part of Johns Pass Village and an integral partner in the City of Madeira Beach. We are bringing over 11 years of experience and cooperation with the City of Belleair Bluffs and the surrounding neighborhoods. We have built a reputation of being intricately involved with the residents, workers, tourists, businesses and municipalities. We believe that our Neighborhood is better as a result of having Belleair Market. We hope to bring the same energy and sense of community to Madeira Beach.

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

The proposed alcoholic beverage license will not adversely impact the character of the neighborhood. Alternatively, providing a family, community oriented business to shop for these items will be a positive for the area. We will run a clean, safe, conscientious beer and wine business that will serve as an example of positive customer relations to the neighboring community and businesses.

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 do not expect our alcoholic beverage business to create a substantial increase in congestion in Johns Pass. We will represent a convenient, close location which will be frequented by tourists, neighbors and Johns Pass employees. Most of our business will be based on foot traffic, and patrons already visiting the area.

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

The location we are using is very compatible with our proposed use. The square footage, sidewalk entrance, rear door access and facilities make it a perfect location for what we are doing. We have 11 years of experience in our current location, which gives us first-hand knowledge as to what we need in this new location. The size, layout, location, neighborhood, parking and close vicinity to the water make it a perfect location.

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

There will be no adverse affect on public safety. We run a clean, safe business. We do not sell to minors or intoxicated patrons. We work very closely with law enforcement and the local municipalities to provide a safe, memorable overall experience for our customers, as well as for our neighbors. We do not take lightly our responsibility as partners and citizens to care for our property and provide an environment which encourages people to continue to visit Madeira Beach and Johns Pass.

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.

The application Fee is being paid by check to the City of Madeira Beach on May 16, 2025.

**SECTION 4 – DESCRIPTION OF PREMISES TO BE LICENSED  
TO BE COMPLETED BY THE APPLICANT**

Item 10B.

Business Name (D/B/A)

- |    |                              |  |  |
|----|------------------------------|--|--|
| 1. | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Is the proposed premises movable or able to be moved?  |
| 2. | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Is there any access through the premises to any area over which you do not have dominion and control?  |
| 3. | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Is the business located within a Specialty Center? If yes, check the applicable statute:<br><input type="checkbox"/> 561.20(2)(b)1, F.S. or <input type="checkbox"/> 561.20(2)(b)2, F.S. |
| 4. | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Are there any mobile vehicles used to sell or serve alcoholic beverages?   |
| 5. | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Are there more than 3 separate rooms or enclosures with permanent bars or counters?  |

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.

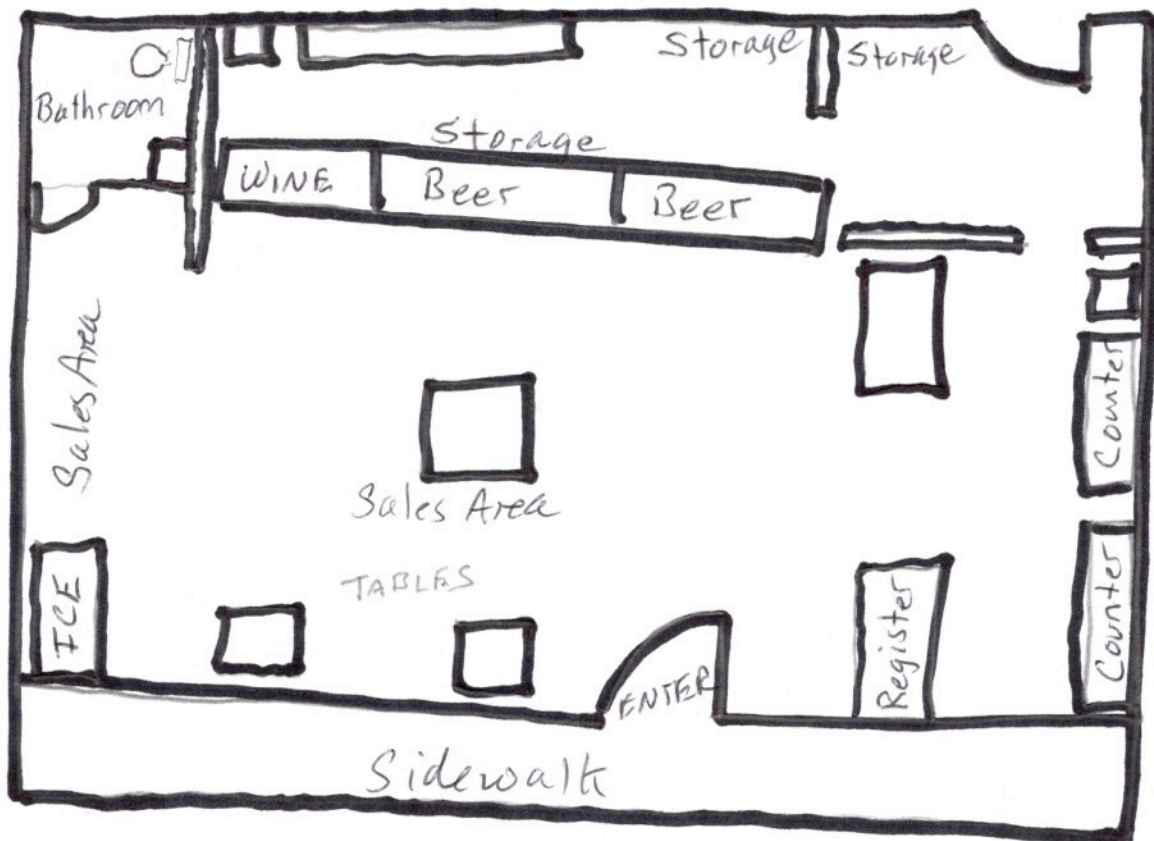


EXHIBIT "A"

Item 10B.

ADDRESS AND LEGAL DESCRIPTION OF PROPERTY

Site Address:

111 Boardwalk Pl W Ste 103, Madeira Beach, FL 33708

Legal Description:

Unit 103, MENNA'S LANDING A CONDOMINIUMD  
according to the Declaration of condominium there of  
recorded in Official Records Book 16442, Page 72, as  
amended by instrument recorded in official Records  
Book 16455, Page 1924, and the plat thereof as recorded  
in Condominium Plat Book 155, pages 17 through 21,  
inclusive, all of the public records of Pinellas County,  
Florida, and any amendments thereto, together with an  
undivided interest in the common elements appurtenant  
thereto.

Please Initial  
Tenant                        
Tenant                      

Initial  
GCS  
Initial  
MC



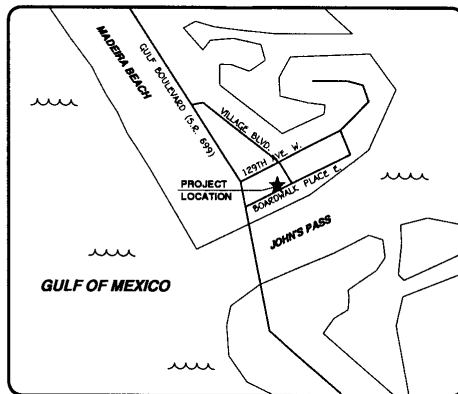
**EXHIBIT "B"**  
**PLOT PLAN AND FLOOR PLAN**

PINELLAS COUNTY FL OFF. REC. BK 16442 PG 97

# MENNA'S LANDING - A CONDOMINIUM

## SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST

### PINELLAS COUNTY, FLORIDA



**Vicinity Map**  
NOT TO SCALE

#### Description of Units:

##### (A) DESCRIPTION.

EACH UNIT INCLUDES THAT PART OF THE BUILDING, CONTAINING THE UNIT THAT LIES WITHIN THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES ARE AS FOLLOWS:

##### (i) UPPER AND LOWER BOUNDARIES.

THE UPPER AND LOWER BOUNDARIES OF THE UNIT ARE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETER BOUNDARIES:

##### (1) UPPER BOUNDARIES.

THE IMAGINARY PLANES ALONG AND COINCIDENT TO THE INTERIOR UNFINISHED LOWER SURFACE(S) OF THE CEILING OF THE UNIT.

##### (2) LOWER BOUNDARIES.

THE IMAGINARY HORIZONTAL PLANE ALONG AND COINCIDENT TO THE LOWEST POINT OF THE INTERIOR UNFINISHED UPPER SURFACE OF THE FLOOR OF THE UNIT.

##### (ii) PERIMETER BOUNDARIES.

THE PERIMETER BOUNDARIES OF THE UNIT ARE THE IMAGINARY VERTICAL PLANES ALONG AND COINCIDENT TO THE INTERIOR UNFINISHED SURFACES OF PERIMETER WALLS, EXTERIOR DOORS, AND WINDOWS.

##### (iii) EXTERIOR DOORS AND WINDOWS.

EACH EXTERIOR DOOR AND WINDOW IS A LIMITED COMMON ELEMENT OF THE UNIT IN WHICH IT IS PHYSICALLY LOCATED.

#### Legal Description

LOTS 2, 3, AND 4, BLOCK 2, MITCHELL'S BEACH, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

#### Surveyor's Notes:

1. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. ALL IMPROVEMENTS SHOWN HEREON ARE COMPLETE.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHWEST RIGHT OF WAY LINE OF BOARDWALK PLACE, SAID LINES BEARS S45°00'00"W.
4. BASED ON AN INSPECTION OF FEMA FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY PANEL NO. 12103C0191 G, DATED SEPTEMBER 3, 2003, THE PROPERTY SHOWN HEREON APPEARS TO LIE IN FLOOD ZONES "AE" (EL 12)
5. THE CONDOMINIUM IS CREATED PURSUANT TO THAT CERTAIN DECLARATION OF CONDOMINIUM FOR MENNA'S LANDING, A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
6. VARIOUS EASEMENTS HAVE BEEN GRANTED AND RETAINED IN ARTICLE \_\_\_\_\_ OF THE DECLARATION OF CONDOMINIUM. THE DEVELOPER HAS RESERVED THE RIGHT TO GRANT OTHER EASEMENTS OVER THE CONDOMINIUM PROPERTY FROM TIME TO TIME.
7. SEE THE DECLARATION OF CONDOMINIUM FOR THE DEFINITION AND/OR DESCRIPTION OF "UNIT", "COMMON ELEMENT", "LIMITED COMMON ELEMENT", AND OTHER TERMS.
8. ANY DESIGNATION OF SPECIFIC USES OR PURPOSES, OTHER THAN DESIGNATIONS OF UNITS, ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED TO AND DO NOT ALONE RESTRICT USES OF SUCH AREAS.
9. ANY OF THE AREAS ON THIS CONDOMINIUM MAP NOT LABELED OTHERWISE SHALL BE COMMON ELEMENTS.

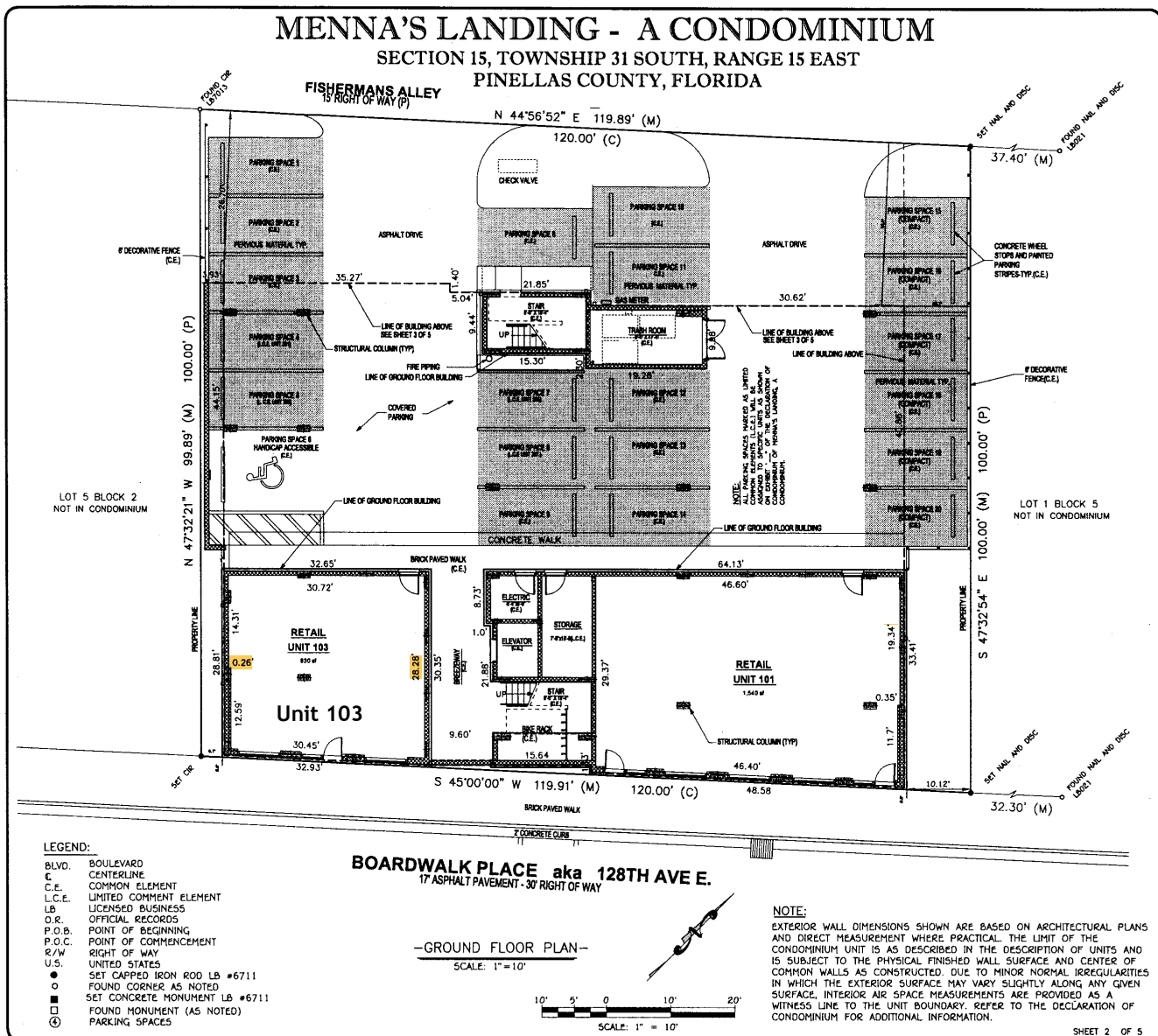
#### Surveyor's Certificate:

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT CONSISTING OF FIVE (5) SHEETS IS AN ACCURATE REPRESENTATION OF A SURVEY OF THE LAND AND THE LOCATION AND DIVISIONS OF THE IMPROVEMENTS DESCRIBED AND SHOWN HEREON AS CONSTRUCTED, THAT THIS PLAT, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON ELEMENTS AND EACH UNIT AND THEIR RELATIVE LOCATIONS AND APPROXIMATE DIMENSIONS AND THAT THE SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS ESTABLISHED PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE.

*W. C. Ward* 11-29-03  
WILLIAM C. WARD  
PROFESSIONAL LAND SURVEYOR NO. 4815  
STATE OF FLORIDA  
650 PINELLAS BAYWAY, SUITE 2101  
TIERRA VERDE, FL. 33715

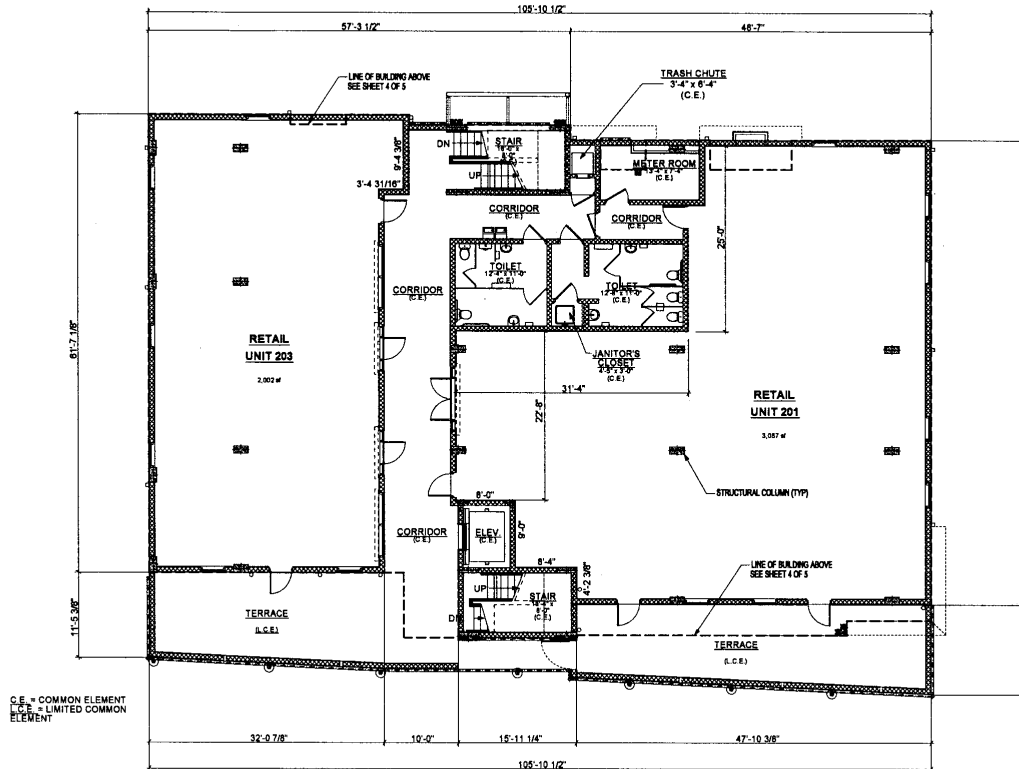


PINELLAS COUNTY FL OFF. REC. BK 16442 PG 98

**MENNA'S LANDING - A CONDOMINIUM**SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FLORIDA

# MENNA'S LANDING - A CONDOMINIUM

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FLORIDA

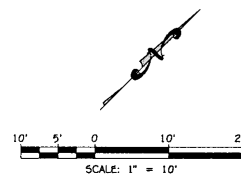


NOTE:

EXTERIOR WALL DIMENSIONS SHOWN ARE BASED ON ARCHITECTURAL PLANS AND DIRECT MEASUREMENT WHERE PRACTICAL. THE LIMIT OF THE CONDOMINIUM UNIT IS AS DESCRIBED IN THE DESCRIPTION OF UNITS AND IS SUBJECT TO THE PHYSICAL FINISHED WALL SURFACE AND CENTER OF COMMON WALLS AS CONSTRUCTED. DUE TO MINOR NORMAL IRREGULARITIES IN WHICH THE EXTERIOR SURFACE MAY VARY SLIGHTLY ALONG ANY GIVEN SURFACE, THE SURFACE DIMENSIONS ARE PROVIDED AS A GUIDELINE. A WITNESS LINE TO THE UNIT BOUNDARY REFERS TO THE DECLARATION OF CONDOMINIUM FOR ADDITIONAL INFORMATION.

-FIRST FLOOR PLAN-

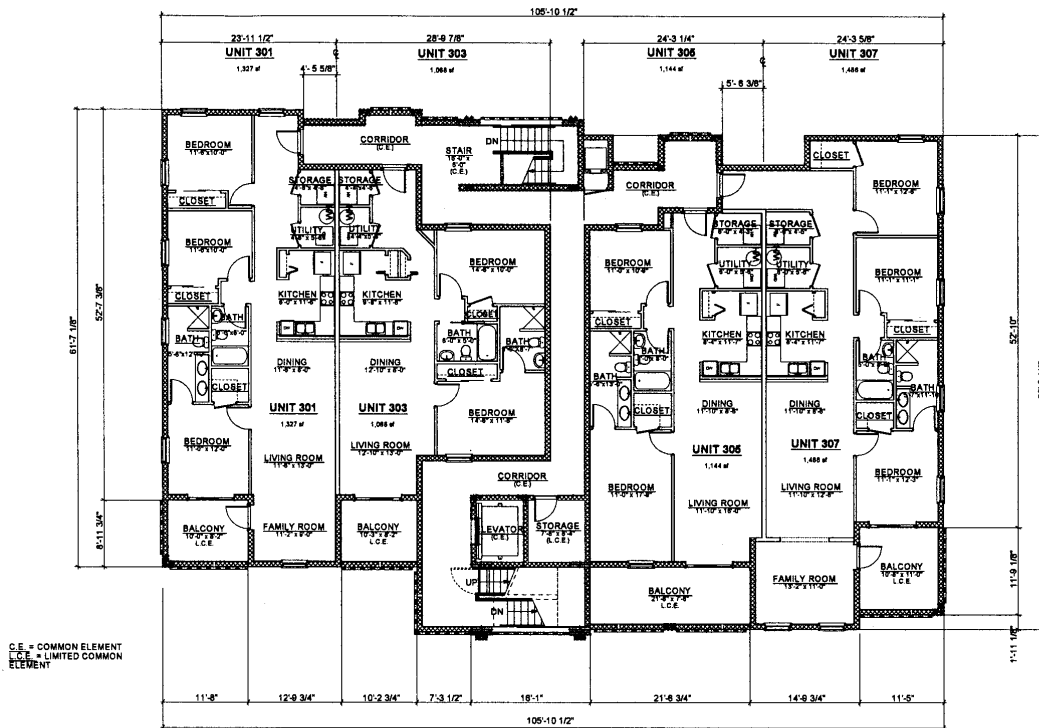
SCALE: 1" = 10'



PINELLAS COUNTY FL OFF. REC. BK 16442 PG 100

# MENNA'S LANDING - A CONDOMINIUM

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FLORIDA

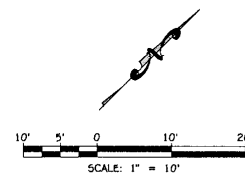


—SECOND FLOOR PLAN—

SCALE: 1" = 10'

## NOTE:

EXTERIOR WALL DIMENSIONS SHOWN ARE BASED ON ARCHITECTURAL PLANS AND DIRECT MEASUREMENT WHERE PRACTICAL. THE UNIT OF THE CONDOMINIUM UNIT IS AS DESCRIBED IN THE DESCRIPTION OF UNITS AND IS SUBJECT TO THE PHYSICAL FINISHED WALL SURFACE AND CENTER OF COMMON WALLS AS CONSTRUCTED. DUE TO MINOR NORMAL IRREGULARITIES IN WHICH THE EXTERIOR SURFACE MAY VARY SLIGHTLY ALONG ANY GIVEN SURFACE, INTERIOR AIR SPACE MEASUREMENTS ARE PROVIDED AS A WITNESS LINE TO THE UNIT BOUNDARY. REFER TO THE DECLARATION OF CONDOMINIUM FOR ADDITIONAL INFORMATION.



PINELLAS COUNTY FL OFF. REC. BK 16442 PG 101

## MENNA'S LANDING - A CONDOMINIUM

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FLORIDA



Unit 103

—SOUTH BUILDING ELEVATION—  
NOT TO SCALE





## AFFIDAVIT OF MAILING

Date: 5/22/2025

Mailings for Case # ABV 2025-03

Before me this day Lisa Scheuermann personally appeared. He/she has mailed public notices to property owners within a 300 foot radius of the subject property.

Lisa Scheuermann  
Signature

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn and subscribed before me this 22nd day of May, 2025.

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



Samantha Arison  
Notary Public

5/22/25  
Date

\*Copy of public notice is attached.



## MEMORANDUM

### PUBLIC NOTICE

The Board of Commissioners of the City of Madeira Beach will hold a Public Hearing on **June 11, 2025, at 6:00 p.m.**, or as soon thereafter as the matter may be heard, at the Patricia Shontz Commission Chambers at 300 Municipal Drive, Madeira Beach, Florida 33708 to review an application for the approval by the Board of Commissioners of a (2COP) alcoholic beverage license for the sale of beer and wine by the drink or in sealed containers for consumption on premises and by sealed container for consumption off premises, at Belleair Market Johns Pass located at 111 Boardwalk Place West Suite 103, Madeira Beach, FL 33708. This establishment is located in the C-1, John's Pass Village Activity Center Zoning District. The future land use designation for the property is Activity Center.

---

### (2COP) ALCOHOLIC BEVERAGE LICENSE APPLICATION # 2025-03

**Applicant(s):** George Scott

**Property Owner(s):** 111 Boardwalk, LLC

**Business Location:** 111 Boardwalk Place West Suite 103, Madeira Beach, FL 33708

**Business:** Belleair Market Johns Pass, LLC

**Application Request:** Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2025-03, is requesting authorization from the Board of Commissioners for the approval of a (2COP) alcoholic beverage license for the sale of beer and wine by the drink or in sealed containers for consumption on premises and by sealed container for consumption off premises at Belleair Market Johns Pass located at 111 Boardwalk Place West Suite 103, Madeira Beach, FL 33708. This establishment is in the C-1, John's Pass Village Activity Center Zoning District and the Commercial Core Character District. The future land use designation for the property is Activity Center.

**Note:** You have received this notice, pursuant to City Code Section 110-539, because you are a property owner within 300 feet of the subject property. If you are desirous of voicing approval or disapproval of this application, you may attend the Public Hearing for this application.

A copy of the application is available for inspection in the Community Development Department between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday or at <https://madeirabeachfl.gov/plan-review-documents/>. If you would like more information regarding the application, please contact Andrew Morris Long Range Planner at 727-391-9951, ext. 244 or [amorris@madeirabeachfl.gov](mailto:amorris@madeirabeachfl.gov).



Any affected person may become a party to this proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing the attached Notice of Intent to be a party with the Community Development Department not less than five days prior to commencement of the hearing. The completed form may be emailed or submitted in person to the following:

Community Development Department  
300 Municipal Drive  
Madeira Beach, FL 33708

Andrew Morris, Long Range Planner  
amorris@madeirabeachfl.gov  
727-391-9951, ext. 244

**Posted:**

May 22, 2025 @ Property Site, Gulf Beaches Public Library, City Hall, City of Madeira Beach, and Website Posting Locations.

**Note:** One or more Elected or Appointed Officials may be in attendance. Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City to transcribe verbatim minutes; therefore, the affected party must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting must contact Community Development Director, Jenny Silver no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 244 or send a written request to [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov).





**MIKE TWITTY, MAI, CFA**  
**Pinellas County Property Appraiser**

[www.pcpao.gov](http://www.pcpao.gov)

[mike@pcpao.gov](mailto:mike@pcpao.gov)

Run Date: 21 May 2025

Subject Parcel: 15-31-15-57275-000-1030

Radius: 300 feet

Parcel Count: 33

Total pages: 3

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.

R N J MADEIRA BEACH INC  
C/O IURILLO, CAMILLE  
1017 GRAND CT  
HIGHLAND BEACH, FL 33487-5306

FL INT IMP FUND TRE  
C/O GARDNER PROPERTIES INC  
555 SE ST LUCIE BLVD  
STUART, FL 34996-1320

N J E PROPERTIES INC  
C/O HAMUY  
PO BOX 14433  
TALLAHASSEE, FL 32317-4433

N J E PROPERTIES INC  
C/O HAMUY  
PO BOX 14433  
TALLAHASSEE, FL 32317-4433

JOHN'S PASS PLAZA LLC  
10225 ULMERTON RD STE 12A  
LARGO, FL 33771-3520

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

111 BOARDWALK LLC  
10225 ULMERTON RD STE 12A  
LARGO, FL 33771-3520

J E H INVESTMENTS LLC  
4200 4TH ST N STE 3  
ST PETERSBURG, FL 33703-4735

JPV HOTEL PROPERTY LLC  
101 150TH AVE  
ST PETERSBURG, FL 33708-2450

JPV HOTEL PROPERTY LLC  
101 150TH AVE  
ST PETERSBURG, FL 33708-2450

CRITELLI FAMILY LIVING TRUST  
8162 TERRACE GARDEN DR N UNIT 102  
ST PETERSBURG, FL 33709-1055

111 BOARDWALK LLC  
10225 ULMERTON RD STE 12A  
LARGO, FL 33771-3520

JPV HOTEL PROPERTY LLC  
101 150TH AVE  
ST PETERSBURG, FL 33708-2450

PERSHING ENTERPRISES LLC  
9226 143RD LN  
SEMINOLE, FL 33776-1959

111 BOARDWALK LLC  
10225 ULMERTON RD STE 12A  
LARGO, FL 33771-3520

MERMAID HOLDINGS LLC  
12831 VILLAGE BLVD  
MADEIRA BEACH, FL 33708-2654

DE LOSAS PIZZA & RESTAURANT  
12800 VILLAGE BLVD  
MADEIRA BEACH, FL 33708-2653

JPV HOTEL PROPERTY LLC  
101 150TH AVE  
ST PETERSBURG, FL 33708-2450

LUPER REAL ESTATE INC  
7262 SAWGRASS POINT DR N  
PINELLAS PARK, FL 33782-4202

MENNA'S LANDING OWNER'S ASSN INC  
9334 SILVERTHORN RD  
SEMINOLE, FL 33777-3163

JPV HOTEL PROPERTY LLC  
101 150TH AVE  
ST PETERSBURG, FL 33708-2450

111 BOARDWALK LLC  
10225 ULMERTON RD STE 12A  
LARGO, FL 33771-3520

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12800 VILLAGE BLVD  
MADEIRA BEACH, FL 33708-2653

MERMAID HOLDINGS LLC  
12831 VILLAGE BLVD  
MADEIRA BEACH, FL 33708-2654

VETERANS OF FOREIGN WARS HOLIDAY ISLES  
POST 4256  
12901 GULF BLVD  
MADEIRA BEACH, FL 33708-2636

JPV RESTAURANT PROPERTY LLC  
101 150TH AVE  
ST PETERSBURG, FL 33708-2450

JPV HOTEL PROPERTY LLC  
101 150TH AVE  
ST PETERSBURG, FL 33708-2450

111 BOARDWALK LLC  
10225 ULMERTON RD STE 12A  
LARGO, FL 33771-3520

111 BOARDWALK LLC  
10225 ULMERTON RD STE 12A  
LARGO, FL 33771-3520

R N J MADEIRA BEACH INC  
1017 GRAND CT  
HIGHLAND BEACH, FL 33487-5306





## AFFIDAVIT OF POSTING

5/22/2025  
Date: ABV 2025 03

Postings for: \_\_\_\_\_  
\_\_\_\_\_

Before me this day Lisa Scheuana personally appeared. He/she has posted public notices at the locations indicated in the notice document(s).

Lisa Scheuana  
Signature

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn to and subscribed before me this 22<sup>nd</sup> day of May, 2025.

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

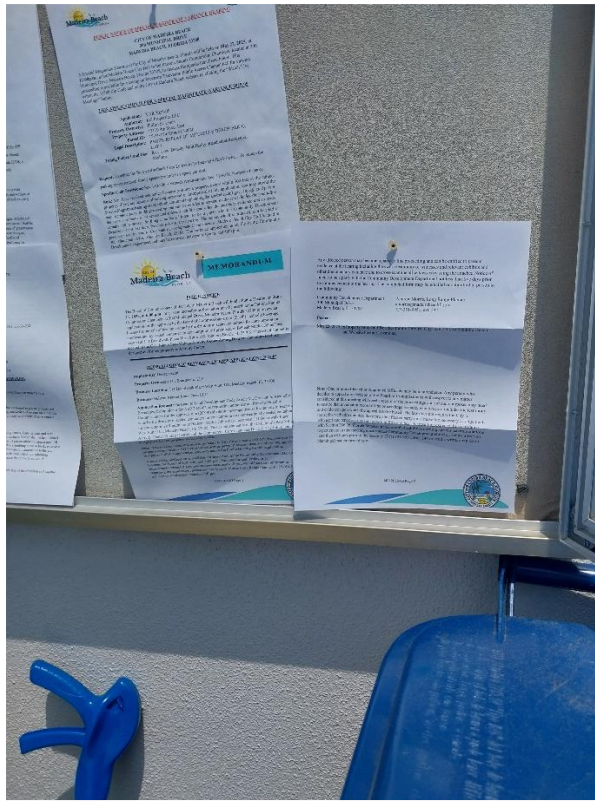


Samantha Arison  
Notary Public

5/22/25  
Date

\*Copy of public notice is attached.

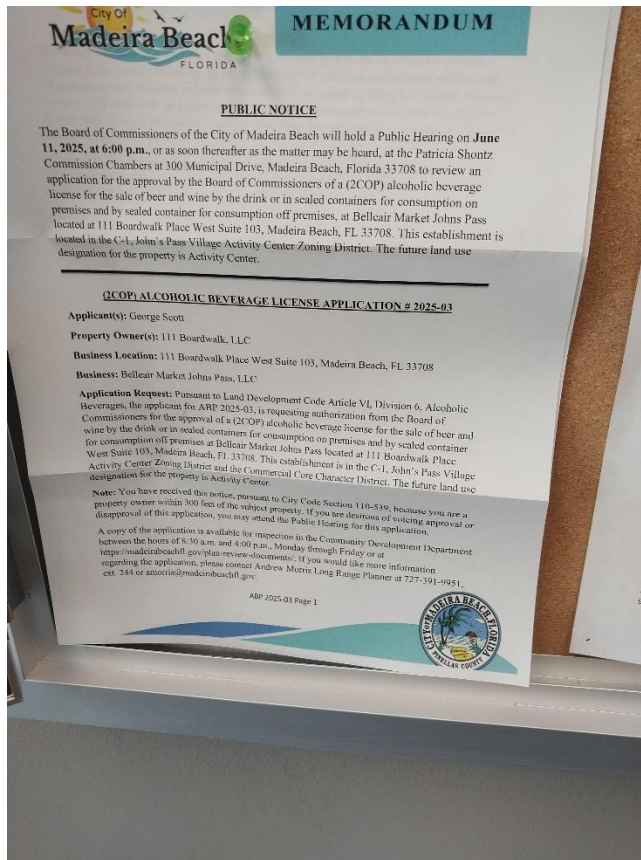
## City Hall



## Location of Proposed Alcohol Beverage License



## Library



## City Website

Services Events News Meetings Departments Public Records Requests Public Records S

Community Development Department / Community Development Documents / Plan Review Documents

< Back

Plan Review Documents

John's Pass Village Activity Center Plan

Jenny Silver  
Director of Community Development

(727) 391-9951 x244

planning@madeirabeachfl.gov

300 Municipal Drive

Monday-Friday  
8:30 am-4:00 pm

### Plan Review Documents

#### Alcoholic Beverage License Public Hearings BOC Regular Meeting June 11, 2025

ABP 2025-02 Barefoot Beach Club

[ABP 2025-02 Barefoot Beach Club Application](#)

[ABP 2025-02 Barefoot Beach Club Public Notice](#)

ABP 2025-03 Belleair Market

[ABP 2025-03 Belleair Market Application and Support Materials](#)

[ABP 2025-03 Belleair Market Public Notice](#)

#### Special Magistrate Variances and Special Exception

<https://madeirabeachfl.gov/plan-review-documents/>



## **Memorandum**

**Meeting Details:** June 11, 2025 – BOC Regular Meeting

**Prepared For:** Mayor Brooks and Board of Commissioners

**From:** Community Development Department

**Subject:** Public Hearing for Special Motel/Hotel (4COP) ALCOHOLIC BEVERAGE LICENSE APPLICATION #2025-02 for Barefoot Beach Club located at 13220 Gulf Blvd, 13220 Gulf Blvd #1, 13220 Gulf Blvd #2 Madeira Beach, Florida, 33708.

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### **Background:**

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2025-02 is requesting authorization from the Board of Commissioners for the approval of a Special Motel/Hotel (4COP) Alcoholic Beverage License with the intent to sell beer, wine, and liquor for consumption on premises at Barefoot Beach Club located at 13220 Gulf Blvd, 13220 Gulf Blvd #1, 13220 Gulf Blvd #2 Madeira Beach, Florida, 33708. Special Act 79-554 allows for hotels in Pinellas County of at least 50 hotel rooms to be able to apply for a special motel/hotel alcohol license. Barefoot Beach Club meets the 50 hotel rooms threshold. Attached to the memo is a copy of the Special Act 79-554. As required in Section 110-539, the Notice of Public Hearing was properly sent to all property owners within 300 feet of the subject property 15 days prior to the scheduled consideration by the Board of Commissioners. Such notice has also been posted on the subject property, City Hall, City Website, and the Gulf Beaches Public Library.

### **Discussion:**

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

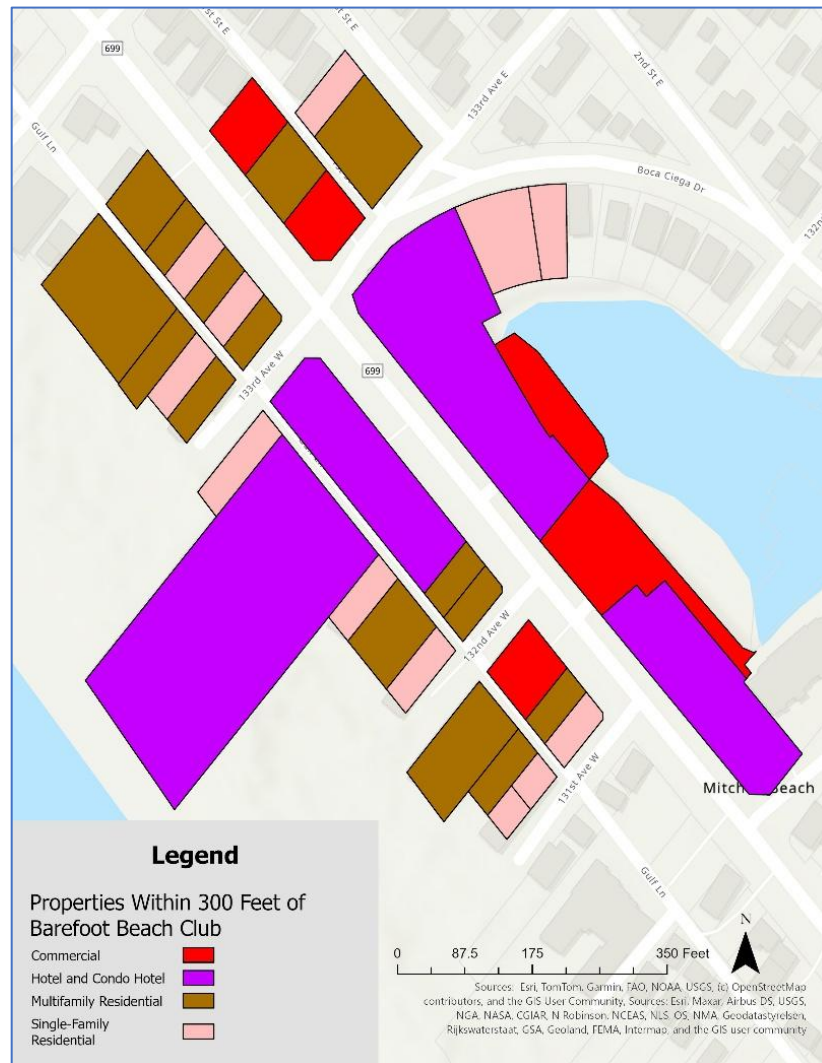
- (1.) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.**

Barefoot Beach Club has the Future Land Use Category of Activity Center (AC) and the Zoning Category of C-1, John's Pass Village Activity Center. Barefoot Beach Club is in the Transitional Character District of the John's Pass Village Activity Center. The east side of Gulf Boulevard in the Transitional Character District has a mix of condo-hotel and commercial uses. The west side of Gulf Boulevard for the Transitional Character District is a mix of tourist accommodations and residential properties. On the west side of Gulf Boulevard, commercial uses are allowed as an ancillary use but requires the primary use of the property to be either a temporary lodging use or a residential use.

City Staff using ArcGIS Pro and Pinellas County Property Appraiser Parcel Data created a map and tables showing the types of uses within a 300 feet radius of Barefoot Beach Club. The first table includes Barefoot Beach Club for the hotel and condo-hotel use land area while the second table does not include Barefoot Beach Club. The largest type of use based on land area within the 300 feet radius is hotel and condo hotel. The second largest type of use is multifamily residential. The third largest type of use within the 300 feet radius is single-family residential. The fourth largest type of use is commercial. If Barefoot Beach Club is not included in the land area of the hotel and condo hotel use, the order of the top four largest uses does change. The largest type of use becomes multifamily residential. The next largest type of use is hotel and condo hotel. The third largest use is single-family residential. The fourth largest type of use is commercial.

The only alcohol use allowed on the west side of Gulf Boulevard in the Transitional Character District is for restaurants that meet the requirements in (Section 110-527) of the Madeira Beach Code of Ordinances. The Development Agreement previously approved for Barefoot Beach Club stated that the restaurant use would be ancillary and for hotel guests only. The applicants' proposed alcohol use will need to meet the requirements for restaurants located in (Section 110-527).



**Figure 1***Properties Within 300 Feet of Barefoot Beach Club**Table 1*

Types of Uses Within 300 Feet of Barefoot Beach Club		
Type of Use	Total Area by Type of Use (Acres)	Total Percentage by Type of Use Land Area
Single-Family Residential	1.17	15%
Multifamily Residential	1.82	24%
Commercial	1.12	15%
Hotel and Condo Hotel	3.50	46%
<b>Total:</b>	<b>7.60</b>	<b>100%</b>



Table 2

Types of Uses Adjacent to Barefoot Beach Club Within 300 Feet		
Type of Use	Total Area by Type of Use (Acres)	Total Percentage by Type of Use Land Area
Single-Family Residential	1.17	21%
Multifamily Residential	1.82	33%
Commercial	1.12	20%
Hotel and Condo Hotel	1.45	26%
<b>Total:</b>	5.56	100%

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

The proposed alcoholic beverage license use would be ancillary to the main use of the property, which is used as a hotel. The alcoholic beverages would be sold alongside food and would only be sold to hotel guests. The proposed alcoholic beverage license use will need to meet the restaurant requirements in (Sect. 110-527) of the Madeira Beach Code of Ordinances. Since the proposed alcoholic beverage license use would be for an ancillary restaurant for hotel guests, additional congestion would not be expected. The proposed alcoholic beverage license use meets the intent of the previous Development Agreement and would not be considered an expansion of use requiring additional parking.

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

This establishment is not located within three hundred feet of a church, synagogue, temple, or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. The Transitional Character District along the west side of Gulf Boulevard allows for ancillary non-residential uses, but the primary use of the property would need to be either for temporary lodging uses or residential uses. The neighborhood consists of multifamily, single-family, condo-hotels, and one stand-alone commercial restaurant (which is across Gulf Boulevard). Alcoholic beverages for an ancillary restaurant would be compatible since it would not be the primary use of the property. The primary use of the property would still need to be a hotel. Barefoot Beach Club is a hotel and serving food and alcohol to hotel guests only is customary of a hotel use that would be considered an ancillary use.

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

The proposed alcoholic beverage license use would not adversely affect public safety. The proposed alcohol use is compatible with the C-1, John's Pass Activity Center Zoning District and Transitional Character District. The primary use of the property is a hotel and will continue to be a hotel. At least 60% of the gross sales of the ancillary restaurant would need to come from food and non-alcoholic beverages (condition 3 of SE 2025-01). In (Sec. 110-538) of the Madeira Beach Code of Ordinances, establishments classified as restaurants are required to maintain books and records reflecting the gross sale of food and non-alcoholic items and the gross sale of alcoholic beverages. They are required to provide such books and records to the city within 30 days upon request. Failure to keep the books and records required in this section shall be adequate grounds for the Board of Commissioners to revoke the alcoholic beverage zoning classification of the property upon which the business operates.

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

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

**Fiscal Impact:** N/A

**Recommendation(s):**

City Staff recommends the approval of ABP 2025-02 with the following conditions:

1. No amplified music, no raucous noise (Article III.-Noise), and no amplification of sound including but not limited to radios, stereos, karaoke machines, and televisions shall be permitted on the open rooftop.
2. No special events (Article II.-Special Events) (50 or more people) shall be permitted on the rooftop. Only hotel guests are allowed on the rooftop. The definition of a "hotel guest" for this alcoholic beverage license request is a registered overnight hotel room occupant.
3. The applicant must sell food, the applicant must meet the restaurant definition (60% of sales from food and non-alcoholic beverages), and the applicant shall only serve food and alcohol to hotel guests and cannot operate as a restaurant open to the public.
4. The commercial uses approved in this application will continue the intent of the Development Agreement dated December 1<sup>st</sup>, 2015, and recorded in OR Book 19105, Page 1649-1668 and allow the open rooftop use of a sundeck and the enclosed rooftop area to be used as a fitness room and/or

a bar restaurant for hotel guests. These uses will be considered ancillary uses for the primary hotel use and shall not become primary uses of the property.

5. Any lighting used on the open rooftop must be compliant with the Madeira Beach Code of Ordinances, (Section 110-505. - Lighting within the sea turtle conservation zone).

6. Alcoholic Beverages cannot be sold or consumed beyond the Coastal Construction Control Line (CCCL) on the beach.

7. The Board of Commissioners may revoke the Alcoholic Beverage License if the above-mentioned conditions and safeguards and/or the conditions made part of the special exception use are violated.

**Attachments:**

Local Application ABP 2025-02

Site Plan

State Application

Special Act 79-554

SE 2025-01 Application

Public Notice Mailing and Posting

ABP #: 2025-02



**CITY OF MADEIRA BEACH**  
 PLANNING & ZONING DEPARTMENT  
 300 MUNICIPAL DRIVE ♦ MADEIRA BEACH, FLORIDA 33708  
 (727) 391-9951 EXT. 255  
[planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov)



## ALCOHOLIC BEVERAGE PERMIT APPLICATION

Applicant: Name and Address

Amanda Huffman  
318 Ragdoll Run  
Bradenton, FL 34212

Property Owner: Name and Address

Barefoot Beach Resort South, LLC  
13220 Gulf Blvd  
Madeira Beach, FL 33708

Telephone: 941-545-6115Email: amanda@barefootbeachclub.comTelephone: 941-320-5832Email: axaron@BarefootBeachclub.comType of Ownership: ☐ Individual ☐ Partnership ☐ Corporation ☒ LLCName of Business: Barefoot Beach Resort South, LLC Business Phone: 727-393-6133Parcel Identification: 15-31-15-02741-000-0010 and 15-31-15-02741-000-0001Legal Description: (attached)Number of Seats: Inside: 42 Outside: 77Number of Employees: 14Zoning District: John's Pass Village Activity Center (C-1) Transitional ZoneFuture Land Use: Activity Center

Classification:

☐ Package store, beer & wine☐ Retail Store, beer, wine☐ Bar☐ Package store, beer, wine, liquor☐ Restaurant☐ Hotel Restaurant☐ Club☐ Charter Boat/Party Boat☒ HotelNumber of Parking Spaces: 75 Handicap Parking Spaces: 4 Bike Racks: 1Motorcycle Parking Spaces: 1

**DISCLAIMER:** According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

ABP #: \_\_\_\_\_

## Hours of Operation:

Monday:

9am - 5pm or 9am - 9pm

Tuesday:

9am - 5pm or 9am - 9pm

Wednesday:

9am - 5pm or 9am - 9pm

Thursday:

9am - 5pm or 9am - 9pm

Friday:

9am - 9pm

Saturday:

9am - 9pm

Sunday:

9am - 5pm or 9am - 9pm

## General Description of Business:

Hotel with a rooftop patio and lounge space.

## Supporting Materials Required:

☒ Property Owner's Written Approval☒ Property Survey (With Total Parking Count)☒ Site Plan☐ State Application and Floor Plan**Consideration of alcoholic beverage application:** **On a separate attached page, please answer the following questions:** (attached)

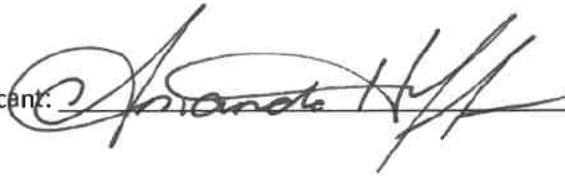
1. The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
2. The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion 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.

ABP #: \_\_\_\_\_

**Affidavit of Applicant:**

I understand that this Alcoholic Beverage Permit Application, with its attachments, becomes a permanent record for the City of Madeira Beach and hereby certify that all statements made herein together with any attachments, are true to the best of my knowledge.

Signature of Applicant: \_\_\_\_\_



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

4/15/25



ABP #: \_\_\_\_\_

**\*\*For City of Madeira Beach Use Only\*\*****Fee: \$800.00**☒ Check # \_\_\_\_\_☐ Cash☐ Receipt # \_\_\_\_\_Date Received: 4/18/2025Received by: [Signature]

ABP# Assigned: \_\_\_\_\_

BOC Hearing Date: \_\_\_\_\_

☐ Approved☐ Denied\_\_\_\_\_  
Community Development Director

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

\_\_\_\_\_  
City Manager

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

**DISCLAIMER:** According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

ABP #: \_\_\_\_\_

**NOTICE:** *Persons are advised that, if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based*

ABP #: \_\_\_\_\_

**CERTIFICATION**

I hereby authorize permission for the Planning Commission, Board of Commissioners, Building Official, and Community Development Director to enter upon the above referenced premises for purposes of inspection related to this petition.

I hereby certify that I have read and understand the contents of this application, and that this application, together with all supplemental data and information, is a true representation of the fact concerning this request; that this application is made with my approval, as owner and applicant, as evidenced by my signature below.

It is hereby acknowledged that the filing fee of this application does not constitute automatic approval of the request; and further, if the request is approved, I will obtain all the necessary permits and comply with all applicable orders, codes, conditions, rules, and regulations pertaining to the subject property.

***I have received a copy of the Redevelopment Plan Requirements and Procedures (attached), read and understand the reasons necessary for granting a Redevelopment Plan and the procedure, which will take place at the Public Hearing.***

**Appeals.** (City Code, Sec. 2-109). An aggrieved party, including the local governing authority, may appeal a final administrative order of the Board of Commissioners to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Board of Commissioners. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Applicant's Signature

Date:

STATE OF

COUNTY OF

Before me, this 16 day of April, 2025, appeared in person

Amanda Huffman  
(name of applicant)

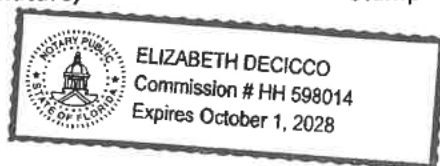
who, being sworn, deposes and says that the forgoing

is true and correct certification and who is \_\_\_\_\_ personally know to me or has produced FL Dr. LIC as identification.

(notary signature)

Commission Expires:

Stamp



**DISCLAIMER:** According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

Page 2 Questions—Alcoholic Beverage Permit Application

- Consideration of alcoholic beverage application: On a separate attached page, please answer the following questions:

- [1] The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
  - The request will be compatible with adjoining development and the proposed character of the John's Pass Village Activity Center. As described in the Code, the John's Pass Village Activity Center Development Standards are an attempt to memorialize the character of this tourist, commercial, and cultural center, and to provide for future enhancement and revitalization. Approval of this request would further these goals by allowing for the subject property to offer alcoholic beverages to guests which will enhance the attractiveness of the hotel to guests.
- [2] The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
  - The subject property has adequate off-street parking and loading and ingress/egress so that the request should cause minimum interference with traffic on abutting streets. The hotel currently operates without any traffic issues and the request will not create traffic issues for the subject property or the abutting streets. Furthermore, the proposed alcoholic beverage request will be for guests of the hotel to utilize and will not be a public bar, thus no additional traffic will be generated as a result of this request.
- [3] Whether or not the proposed use is compatible with the particular location for which it is proposed.
  - The request is compatible with adjoining development and the proposed character of the John's Pass Village Activity Center. As described in the Code, the John's Pass Village Activity Center Development Standards are an attempt to memorialize the character of this tourist, commercial, and cultural center, and to provide for future enhancement and revitalization. Approval of this request will allow for the hotel to continue to flourish and bring guests to the area which positively impacts the surrounding businesses in the John's Pass Village Activity Center.
- [4] Whether or not the proposed use will adversely affect the public safety.
  - The proposed request for alcoholic beverage use will be offered to guests of the hotel only and the applicant will utilize the request in a manner which comports to the protection of the public health, safety, welfare, and convenience.
- [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.

- The applicant has no knowledge of any outstanding charges, fees, interest, fines or penalties which are outstanding with the City.

**EXHIBIT A****LEGAL DESCRIPTION**

LOTS 5, 6, 7, 8, 9, 11, 12, 13 AND 14, LESS THAT PART THEREOF DESCRIBED IN ORDER OF TAKING RECORDED JUNE 28, 1976 IN O.R. BOOK 4427, PAGE 201, BLOCK 6, MITCHELL'S BEACH, JOHNS PASS; ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;

AND

LOTS 15 AND 16, LESS THAT PART THEREOF DESCRIBED IN ORDER OF TAKING RECORDED SEPTEMBER 9, 1976 IN O.R. BOOK 4453, PAGE 1135; LOT 17, LESS THAT PART THEREOF DESCRIBED IN ORDER OF TAKING RECORDED JUNE 24, 1976 IN O.R. BOOK 4426, PAGE 489; LOT 18, LESS THAT PART THEREOF DESCRIBED IN ORDER OF TAKING RECORDED JULY 27, 1976 IN O.R. BOOK 4437, PAGE 1492, ALL IN BLOCK 6 OF MITCHELL'S BEACH, JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.


TOGETHER WITH THAT PORTION OF VACATED GULF AVENUE ABUTTING SAID LOTS 5 THROUGH 9, PURSUANT TO RESOLUTION RECORDED SEPTEMBER 21, 1966 IN O.R. BOOK 2460, PAGE 571 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



04/15/2025

I, Charles Palmer, authorize Amanda Huffman to apply for a liquor license for Barefoot Beach Resort South, LLC.

Located at 13220 Gulf Blvd., Madeira Beach, FL 33708

A handwritten signature in blue ink, appearing to read 'Ch-Palmer', is written over the address line.

Charles Palmer  
Barefoot Beach Resort South, LLC  
918-671-9246

**DBPR ABT-6001 – Division of Alcoholic Beverages and Tobacco  
Application for New Alcoholic Beverage License**

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DBPR Form  
ABT-6001  
Revised 08/2013**


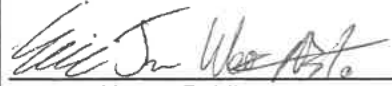
*If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:*

[Local ABT District Licensing Offices](#)

SECTION 1 - CHECK LICENSE CATEGORY				
License Series Requested 4COP	Type/Class Requested S	Do you wish to purchase a Temporary License? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Child License Requested	Number of Child Licenses Requested			
<input checked="" type="checkbox"/> Retail Alcoholic Beverages <input type="checkbox"/> Alcoholic Beverage Manufacturer <input type="checkbox"/> Beer/Wine/Liquor Wholesaler <input type="checkbox"/> Passenger Waiting Lounge <input type="checkbox"/> Retail Tobacco Products Dealer Permit (must check one or more of the below) <input type="checkbox"/> Pipes <input type="checkbox"/> Over the Counter <input type="checkbox"/> Vending Machine				
SECTION 2 – LICENSE INFORMATION				
If the applicant is a corporation or other legal entity, enter the name and the document number as registered with the Florida Department of State Division of Corporations on the line below.				
FEIN Number 20-2993469	Business Telephone Number (727) 393-6133	E-Mail Address (Optional) aaron@barefootbeachclub.com		
Full Name of Applicant(s): (This is the name the license will be issued in) Barefoot Beach Resort South LLC				Department of State Document #
Business Name (D/B/A) Barefoot Beach Club				
Location Address (Street and Number) 13238 Gulf Boulevard				
City Madeira Beach	County Pinellas	State FL	Zip Code 33708	
Mailing Address (Street or P.O. Box) 13238 Gulf Boulevard				
City Madeira Beach		State FL	Zip Code 33708	
Contact Person - This section is optional, see application instructions for details				
Contact Person Amanda Huffman		Telephone Number (941) 545-6115 ext.		
E-Mail Address (Optional) amanda@barefootbeachclub.com				
Mailing Address (Street or P.O. Box) 13220 Gulf Boulevard				
City Madeira Beach		State FL	Zip Code 33708	

**ABT District Office Received Date Stamp**

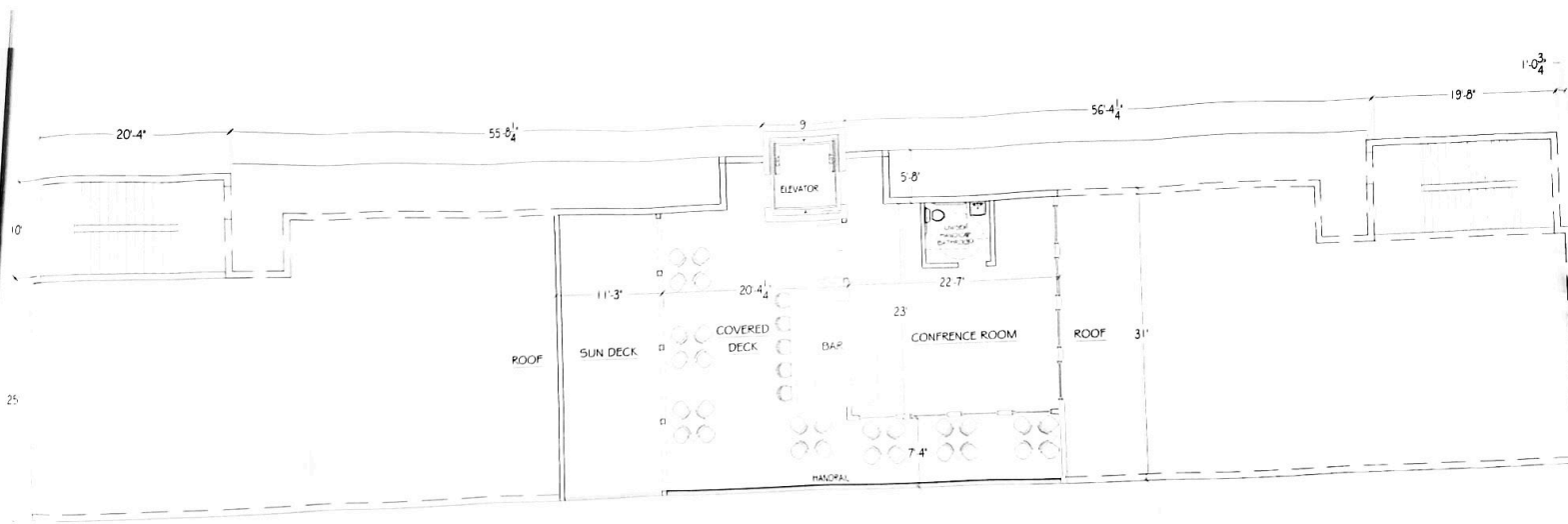
SECTION 3 – RELATED PARTY PERSONAL INFORMATION						
This section must be completed for <u>each</u> person directly connected with the business, unless they are a current licensee.						
1.	Business Name (D/B/A) Barefoot Beach Club					
2.	Full Name of Individual Amanda Huffman					
	Social Security Number*		Home Telephone Number		Date of Birth	
	[REDACTED]		[REDACTED]		02/03/1987	
	Race	Sex	Height	Weight	Eye Color	Hair Color
	White	Female	5'4"	155	Brown	Brown
3.	Are you a U.S. citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, immigration card number or passport number:					
4.	Home Address (Street and Number) 318 Ragdoll Run					
	City Bradenton				State FL	Zip Code 34212
5.	Do you currently own or have an interest in any business selling alcoholic beverages, wholesale cigarette or tobacco products, or a bottle club? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below. The location address should include the city and state.					
	Business Name (D/B/A)				License Number	
	Location Address					
6.	Have you had any type of <u>alcoholic beverage</u> , or bottle club license, or cigarette, or tobacco permit refused, revoked or suspended anywhere in the past 15 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below. The location address should include the city and state.					
	Business Name (D/B/A)				Date	
	Location Address					
7.	Have you been convicted of a <u>felony</u> within the past 15 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below and provide a <b>Copy of the Arrest Disposition</b> , as requested in the Application Requirements checklist.					
	Date		Location			
	Type of Offense					
8.	Have you been convicted of an offense involving <u>alcoholic beverages or tobacco products</u> anywhere within the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below and provide a <b>Copy of the Arrest Disposition</b> , as requested in the Application Requirements checklist.					
	Date		Location			
	Type of Offense					

9.	Have you been arrested or issued a notice to appear in any state of the United States or its territories within the past 15 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below and a <b>Copy of the Arrest Disposition.</b> <b>Attach additional sheet if necessary.</b>	
	Date	Location
	Type of Offense	
10.	Do you meet the standards of the moral character rule? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
11.	Are you an officer or employee of the Division of Alcoholic Beverages and Tobacco; are you a sheriff or other state, county, or municipal officer, including reserve or auxiliary officers, certified by the state as such, with arrest powers, whose certification is current and active? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>NOTARIZATION STATEMENT</b>		
"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that I have fully disclosed any and all parties financially and or contractually interested in this business and that the parties are disclosed in the Disclosure of Interested Parties of this application. I further swear or affirm that the foregoing information is true and correct."		
STATE OF <u>Florida</u>		
COUNTY OF <u>Pineellas</u>		 APPLICANT SIGNATURE
The foregoing was ( ) Sworn to and Subscribed OR (X) Acknowledged Before me this <u>18th</u> Day of <u>April</u> , 20 <u>25</u> , By <u>Amanda Huffman</u> who is ( ) personally (print name of person making statement)		
known to me OR (X) who produced <u>FL Drivers License</u> as identification.		
 Notary Public		Commission Expires: <u>10-3-28</u>

(ATTACH ADDITIONAL COPIES AS NECESSARY)

**\*Social Security Number**

Under the Federal Privacy Act, disclosure of Social Security numbers is voluntary unless a Federal statute specifically requires it or allows states to collect the number. In this instance, disclosure of social security numbers is mandatory pursuant to Title 42 United States Code, Sections 653 and 654; and sections 409.2577, 409.2598, and 559.79, Florida Statutes. Social Security numbers are used to allow efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. Social Security numbers must also be recorded on all professional and occupational license applications and are used for licensee identification pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform Act), 104 Pub.L.193, Sec. 317. The State of Florida is authorized to collect the social security number of licensees pursuant to the Social Security Act, 42 U.S.C. 405(c)(2)(C)(I). This information is used to identify licensees for tax administration purposes. This information is used to identify licensees for tax administration purposes, and the division will redact the information from any public records request.



ROOF FLOOR PLAN / WITH CONFERENCE & SUN DECK  
 SCALE: 3/16" = 1'-0"

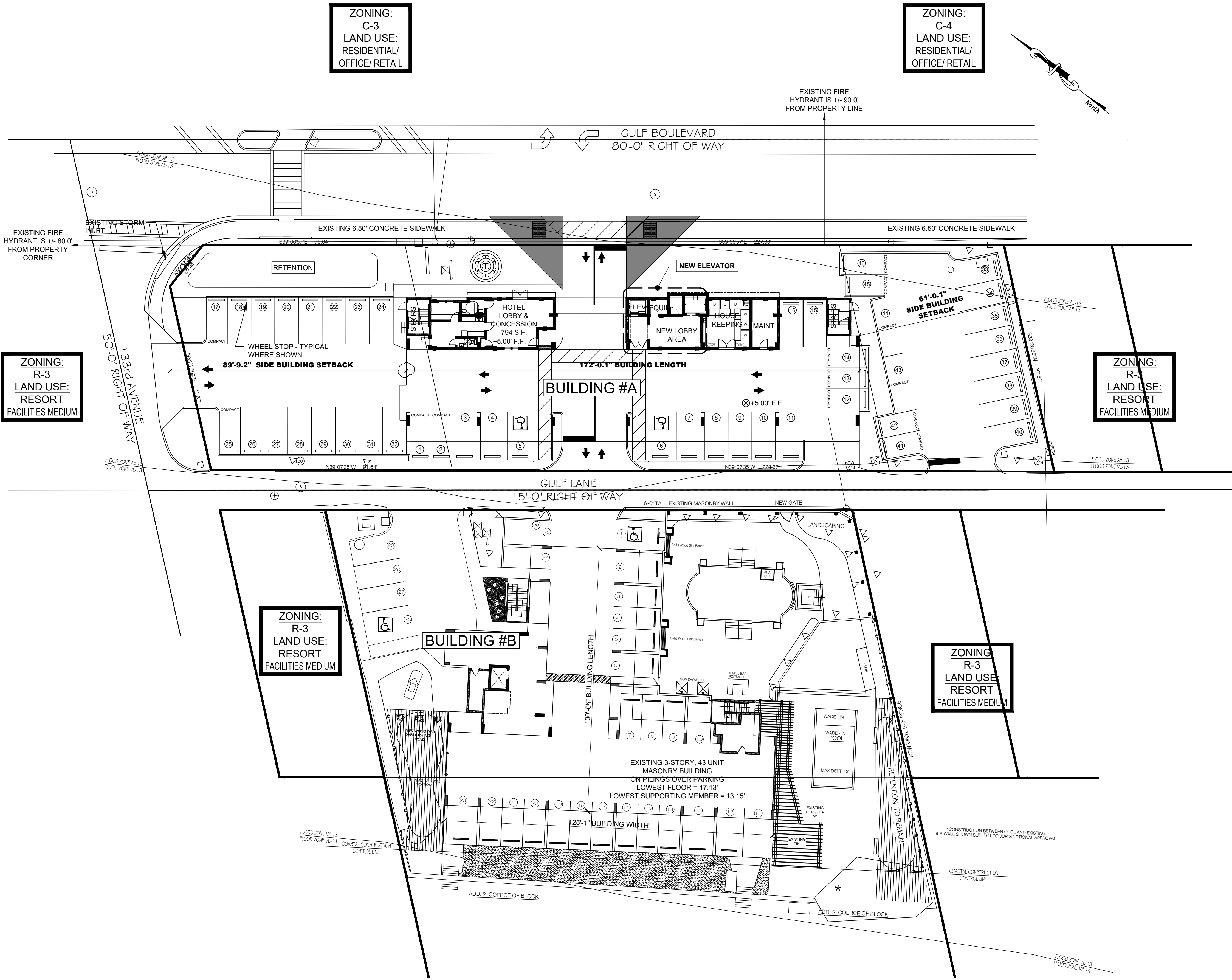


SITE DATA TABLE:			
CATEGORY	ALLOWABLE	EXISTING	PROPOSED
ZONING	R-3	R-3	PD
LAND USE DISTRICT	RFM	RFM	RFM
USE		COMMERCIAL 4 TEMPORARY LODGING	TEMPORARY LODGING
SETBACKS	FRONT: 25'-0" SIDE: 33% OF LOT WIDTH (20'-0" MIN) REAR: 25'-0"	*FRONT LOT FRONT: 15'-6" SIDE: 7'-6" & 1'-0" (5'-6" & 1'-0") REAR: 19'-9" *REAR LOT FRONT: 15'-3" SIDE: 20'-0" REAR: 17'-45"	*FRONT LOT (NEW) FRONT: 20'-0" TO ELEVATOR 26'-0" TO MAIN STRUCTURE SIDE: 6'-0" & 8'-0" (5'-0" & 8'-0") TOTAL SIDE = 14'-0" (45.3%) REAR: 17'-0" *REAR LOT (EXISTING) FRONT: 15'-3" SIDE: 20'-0" REAR: 17'-45"
B.F.E.		AC-1.3 WITH 1'-0" OF FREEBOARD	AC-1.3 WITH 1'-0" OF FREEBOARD
FINISHED FLOOR ELEVATION		FRONT LOT 4.54' NAVD REAR LOT 5.95'	FRONT LOT (NEW) 5.00' NAVD REAR (EXISTING) 5.95'
SITE AREA		FRONT LOT: 27,255.35 S.F. REAR LOT: 26,720.93 S.F. TOTAL SITE: 53,976.28 S.F. (1.24 ACRES)	FRONT LOT (NEW): 27,255.35 S.F. REAR LOT: 26,720.93 S.F. TOTAL SITE: 53,976.28 S.F. (1.24 ACRES)
DENSITY	60 UNITS PER ACRE (OVER 1 ACRE)	43 UNITS	73 UNITS
BUILDING FOOTPRINT	16,240 S.F. 30% SITE COVERAGE	12,173.7 S.F. 22.6% SITE COVERAGE	16,185 S.F. 29.9% SITE COVERAGE
FLOOR AREA RATIO (FAR)	1.5 (150%) MAX	FRONT LOT NA REAR LOT TEMPORARY LODGING: 22,663 S.F. NEW ADDITION: 549.43 S.F. TOTAL: 23,212.43 S.F. (86.2%)	FRONT LOT TEMP. LODGING: EXISTING: 22,663 S.F. NEW ADDITION: 549.43 S.F. TOTAL: 23,212.43 S.F. (86.2%)
BUILDING HEIGHT/FLOORS	40'-0" MAX OR 3 STORIES	FRONT LOT 1-STORY REAR LOT 3 STORIES ABOVE PARKING	FRONT LOT (NEW) 5 STORIES ABOVE PARKING 67'-7" ABOVE S.F.E.
VEHICULAR & PEDESTRIAN USE AREA		FRONT LOT 14,816.8 S.F. REAR LOT 10,692.2 S.F. TOTAL = 21,127.1 S.F.	FRONT LOT (NEW) TO 4.54' S.F. REAR LOT (EXISTING) 10,692.2 S.F. TOTAL = 21,127.1 S.F.
IMPERVIOUS SURFACE RATIO (ISR)	.85 (85%) MAX	FRONT LOT 15,744.8 S.F. REAR LOT 10,315.9 S.F. TOTAL = 37,060.7 S.F. = 68% (68.8%)	FRONT LOT (NEW) 15,552.1 S.F. REAR LOT (EXISTING) 10,315.9 S.F. TOTAL = 35,868.0 S.F. = 71% (71.3%)
LANDSCAPE & GREEN SPACE	.15 (15%) MIN	FRONT LOT 6,400.5 S.F. REAR LOT 7,805.03 S.F. TOTAL = 18,515.5 S.F. = 34% (34.3%)	FRONT LOT (NEW) 7,903.0 S.F. REAR LOT (EXISTING) 7,805.03 S.F. TOTAL = 15,508.03 S.F. = 28% (28.7%)
LANDSCAPE BUFFERS	PER CHAPTER 10G, ARTICLE 2		PER CHAPTER 10G, ARTICLE 2
PARKING SPACES	TEMPORARY LODGING = 1 PARKING SPACE PER UNIT BICYCLE CREDIT = 1 PER 1, UP TO 3 UP TO 20% COMPACT ALLOWED OVER 10 SPACES 1 HDGP PARKING SPACE PER 25 REQUIRED	82 PARKING SPACES	REQUIRED (73 TOTAL PARKING SPACES) TEMPORARY LODGING: 73 UNITS = 73 PARKING SPACES PROVIDED (75 TOTAL PARKING SPACES) 56 STANDARD SPACES 19 COMPACT SPACES 4 HDGP SPACES 3 BICYCLE SPACES

- NOTES:
- "FRONT LOT" REFERS TO PARCEL IDENTIFICATION NUMBER: 15-31-15-02741-000-0020 -AND- THE ADJACENT NORTH LOTS 11 & 12. "REAR LOT" REFERS TO PARCEL IDENTIFICATION NUMBER: 15-31-15-02741-000-0010.
  - REAR LOT (EXISTING) IS LOCATED ON THE ROOF & SCREENED BY THE PARAPET OF MANSARD ROOF STRUCTURE.
  - BUILDING SIGNAGE TO BE LOCATED ON THE BUILDING FACADE, UNDER SEPARATE PERMIT

Xref :.Detailsxref Flow thru Vent Calculations.dwg

Xref :.Detailsxref Surge-Lightning Note.dwg



1

SP-1.0

NEW SITE PLAN

SCALE: 1" = 20'-0"

NORTH

SCALE: 1" = 20'-0"

GRAPHIC SCALE (IN FEET)

REVISIONS

NO.	DATE	DESCRIPTION
	05-11-2021	SUBMITTAL TO CITY
	06-25-2021	SUBMITTAL TO CITY (NEW ELEVATOR)
	11-10-2022	CITY SUBMITTAL (REVISED ELEVATOR PLAN)

CLIENT

BAREFOOT BEACH  
RESORT SOUTH, LLC  
P.O. BOX 10210  
FORT SMITH, AZ  
72817-4210

SITE PLAN

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNREPORTED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

JOHN A. BODZIAK

ARCHITECT AIA, PA

ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT

FLORIDA REGISTRATION NO. AR0005065

EMAIL: JACK@ABODZIAK.COM

743 49th STREET N. SAINT PETERSBURG, FLORIDA 33710

TEL: (727) 327-1966 FAX: (727) 826-0968

DRAWN BY

CS

UPDATED ON

May, 12, 23

DATE

04-08-2016

JAB PROJECT #

2014-029

SHEET #

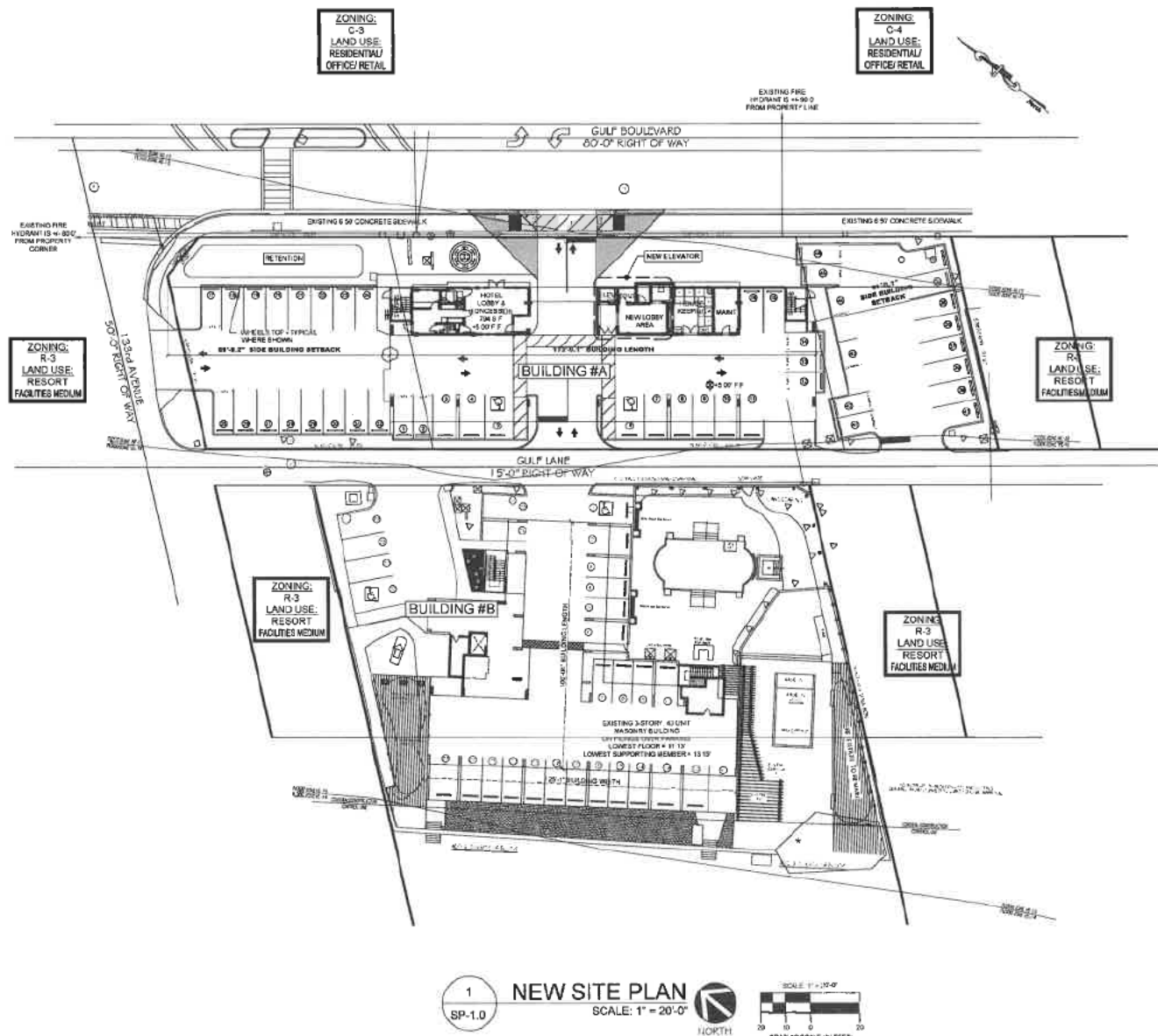
SP-1.0



[illegible][illegible]

Xcel | Excel 2010 Row thru Vent Calculations.docx

**Exel** (Delivered Europe) lighting, knee deep



SMSE #:



## CITY OF MADEIRA BEACH

PLANNING & ZONING DEPARTMENT  
300 MUNICIPAL DRIVE • MADEIRA BEACH, FLORIDA 33708  
(727) 391-9951 EXT. 244  
[planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov)



### SPECIAL MAGISTRATE – ARTICLE IV. - SPECIAL EXCEPTION USES

Application Request for Special Exception Use..... \$1,800.00

**Applicant Name:**

Amanda Huffman

**Property Owner Name:**

Barefoot Beach Resort South LLC

**Applicant Address:**

318 Ragdoll Run

Bradenton, FL 34212

**Property Owner Address:**

6301 Cliff Drive

Fort Smith, AR 72903

**Telephone:** 941-545-6115

**Email:** [amanda@barefootbeachclub.com](mailto:amanda@barefootbeachclub.com)

**Telephone:** 918-671-9246

**Email:** [officepalmer@me.com](mailto:officepalmer@me.com)

**Application for the property located at:** (Street Address or location of the vacant lot)

13220 Gulf Blvd., Madeira Beach, FL 33708

**Legal Description:** See attached

**Zoning District:** C-1 Johns Pass Village Activity Center

**Future Land Use:** Activity Center

**Request:** This special exception use request is for allowance of a commercial use on an open rooftop under Section D-105(6)(c). The property owner intends to obtain a liquor license for the hotel on the property and serve drinks on the rooftop, thus necessitating this request.

The property owner also requests ability to serve drinks poolside.

**PLEASE ATTACH REQUIRED SUPPORTING MATERIALS:**

**SITE PLAN, ANSWERS TO CRITERIA QUESTIONS, PICTURES, DEED, SURVEYOR'S SKETCH, DRAWINGS, ETC.**

**LEGAL DESCRIPTION:**

LOTS 5, 6, 7, 8, 9, 11, 12, 13 AND 14, LESS THAT PART THEREOF DESCRIBED IN ORDER OF TAKING RECORDED JUNE 28, 1976 IN O.R. BOOK 4427, PAGE 201, BLOCK 6, MITCHELL'S BEACH, JOHNS PASS; ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;  
AND LOTS 15 AND 16, LESS THAT PART THEREOF DESCRIBED IN ORDER OF TAKING RECORDED SEPTEMBER 9, 1976 IN O.R. BOOK 4453, PAGE 1135; LOT 17, LESS THAT PART THEREOF DESCRIBED IN ORDER OF TAKING RECORDED JUNE 24, 1976 IN O.R. BOOK 4426, PAGE 489; LOT 18, LESS THAT PART THEREOF DESCRIBED IN ORDER OF TAKING RECORDED JULY 27, 1976 IN O.R. BOOK 4437, PAGE 1492, ALL IN BLOCK 6 OF MITCHELL'S BEACH, JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.  
TOGETHER WITH THAT PORTION OF VACATED GULF AVENUE ABUTTING SAID LOTS 5 THROUGH 9, PURSUANT TO RESOLUTION RECORDED SEPTEMBER 21, 1966 IN O.R. BOOK 2460, PAGE 571 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

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

Fee: \$1,800.00 ☒ Check # 2054 ☐ Cash ☐ Receipt # \_\_\_\_\_

Date Received: 3/26/25 Received by: [Signature]

Special Magistrate Case # Assigned: \_\_\_\_\_

Special Magistrate Hearing Date: \_\_\_\_\_ ☐ Approved ☐ Denied

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

Community Development Staff

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

Robin Gomez, City Manager

**This Special exception use application to the Special Magistrate is requesting permission to:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# CERTIFICATION

I hereby authorize permission for the Special Magistrate, Building Official and Planning & Zoning Director to enter upon the above referenced premises for purposes of inspection related to this petition.

I hereby certify that I have read and understand the contents of this application, and that this application, together with all supplemental data and information, is a true representation of the facts concerning this request; that this application is made with my approval, as owner and applicant, as evidenced by my signature below.

It is hereby acknowledged that the filing of this application does not constitute automatic approval of the request; and further, if the request is approved, I will obtain all the necessary permits and comply with all applicable orders, codes, conditions, rules and regulations pertaining to the subject property.

***I have received a copy of the Special Magistrate Requirements and Procedures (attached), read and understand the reasons necessary for granting a variance and the procedure, which will take place at the Public Hearing.***

**Appeals.** (City Code, Sec. 2-109) An aggrieved party, including the local governing authority, may appeal a final administrative order of the Special Magistrate to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Special Magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Charles Palmer

Property Owner's Signature

3-4-2025

Date

STATE OF Arkansas

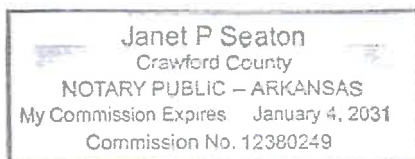
COUNTY OF Crawford

Before me this 4<sup>th</sup> day of March, 2025, Charles Palmer

appeared in person who, being sworn, deposes and says that the foregoing is true and correct certification

and is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

[SEAL]



Janet P Seaton  
Public Notary Signature

**NOTICE:** Persons are advised that, if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

### **Sec. 2-506. Special exception uses.**

- (a) The special magistrate shall hear and decide special exception uses; decide such questions as are involved in determining if special exception uses should be granted; and grant special exception uses with appropriate conditions and safeguards; or to deny special exception uses when not in harmony with the purpose and intent of the city land development regulations.
- (b) In considering an application for special exception use, the special magistrate shall consider the "specific requirements" as outlined in chapter 110, article IV.
- (c) In granting any special exception use, the special magistrate shall find that such grant will not adversely affect the public interest and that it meets all conditions set for the requested special exception throughout the Land Development Code. Such decision shall be reached only after receipt of a written report from the city planning official and after the holding of a public hearing. Failure of the city planning official to submit a written report within 30 days after a referral from the special magistrate shall be deemed as recommendation of no objection to the application by the city planning official. In granting any special exception use, the special magistrate, in addition to the standards enumerated in chapter 110, article IV, may prescribe appropriate conditions and safeguards in conformity with this division. Violation of such conditions and safeguards, when made a part of the terms under which the special exception use is granted, shall be deemed a violation of this Code. The special magistrate may prescribe a reasonable time limit within which the action for which the special exception use is required shall begin or be completed or both.

(Ord. No. 1019, § 1, 5-25-04; Ord. No. 1050, § 3, 8-9-05; Ord. No. 1071, § 3(Exh. A, § 2), 2-28-06; Ord. No. 2019-16, § 1, 6-10-20)

## **ARTICLE IV. - SPECIAL EXCEPTION USES**

### **Sec. 110-121. – Authorization by special magistrate.**

Special exception uses shall be permitted only upon authorization by the special magistrate.

### **Sec. 110-122. – Denial.**

The special magistrate may deny special exception uses when not in harmony with the purpose and intent of the City land development regulations as outlined in this article.

### **Sec. 110-123. – Reimbursement of expenses.**

The applicant shall provide for reimbursement of all expenses incurred by the City, deemed necessary by the city manager or his/her designee, to review and process a special exception use request.

Expenses may include, but are not limited to, any technical, engineering, planning, landscaping, surveying, legal or architectural services, and advertising.

Within 30 days of the date of receipt of any invoice for such services, the applicant shall reimburse the City for such costs. Failure by the applicant to make such reimbursement when due shall delay the release of a development permit until paid.

### **Sec. 110-124. – Standards and requirements.**

- (a) In consideration of granting any special exception use, the special magistrate shall find that such grant will not adversely affect the public interest. The local planning agency shall issue a written report within 30 days after consideration by the local planning agency. In granting any special exception use, the special magistrate, in addition to the standards enumerated in this article, may prescribe appropriate conditions and safeguards,



when made a part of the terms under which the special exception use is granted, shall be deemed a violation of the land development regulations. The special magistrate may prescribe a reasonable time limit within which the action for which the special exception use is required shall commence, be completed, or both.

(b) Such uses shall be found by the special magistrate to comply with the following requirements and other applicable requirements:

- (1) That the use is a permitted special use.
- (2) That the use is so designed, located, and proposed to be operated that the public health, safety, welfare, and convenience will be protected.
- (3) That the use will not cause substantial injury to the value of other property in the neighborhood where it is to be located.
- (4) That the use will be compatible with adjoining development and the proposed character of the district where it is to be located.
- (5) That adequate landscaping and screening is provided as required in the land development regulations, or otherwise required.
- (6) That adequate off-street parking and loading is provided and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets.
- (7) That the use conforms with all applicable regulations governing the district where located, except as may otherwise be allowable for planned unit developments.
- (8) If a variance is also desired, and/or required, a separate application shall be submitted concurrently with the special exception application.
- (9) Special exception use will not grant to the land more privilege than the best use available in a zone where that special exception use would be a principal permitted use.
- (10) No application for special exception use shall be considered by the special magistrate until the applicant has paid in full any outstanding charges, fees, interest, fines for penalties owed to the City by the applicant of the owner or possessor of the property under any section of the code.

## SPECIAL EXCEPTION USE APPLICATION – NARRATIVE RESPONSES

13220 GULF BOULEVARD  
BAREFOOT BEACH RESORT SOUTH LLC

Section 110-124. Standards and requirements.

(b) Such uses shall be found by the special magistrate to comply with the following requirements and other applicable requirements:

(1) That the use is a permitted special use.

- The subject property is located in the C-1 John's Pass Activity Center Transitional zone. Under Section D-105(6)(c), "[o]pen rooftop, balcony and elevated terrace use" is a permitted special use "if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit." The hotel on the subject property would qualify under Section D-105(6)(c) and is therefore a permitted special use.

(2) That the use is so designed, located and proposed to be operated that the public health, safety, welfare and convenience will be protected.

- The applicant has designed the use and intends to utilize the special use in a manner which comports to the protection of the public health, safety, welfare, and convenience.

(3) That the use will not cause substantial injury to the value of other property in the neighborhood where it is to be located.

- The requested use will be a benefit to the value of other property in the neighborhood and will not cause substantial injury to property values. Rather, the requested use will assist in enhancing and revitalizing the neighborhood by drawing more business and tourism to the area.

(4) That the use will be compatible with adjoining development and the proposed character of the district where it is to be located.

- The requested use will be compatible with adjoining development and the proposed character of the John's Pass Village Activity Center. As described in the Code, the John's Pass Village Activity Center Development Standards are an attempt to memorialize the character of this tourist, commercial, and cultural center, and to provide for future enhancement and revitalization. Approval of this requested use would further these goals by allowing for the subject property to utilize the rooftop for commercial uses which will enhance the hotel.

(5) That adequate landscaping and screening is provided as required in the land development regulations, or otherwise required.

- The applicant will comply with all landscaping and screening requirements as required in the land development regulations or as otherwise required by the City.

(6) That adequate off-street parking and loading is provided and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets.

- The subject property has adequate off-street parking and loading and ingress/egress so that the requested use should cause minimum interference with traffic on abutting streets. The hotel currently operates without any traffic issues and the requested use will not create traffic issues for the subject property or the abutting streets.

(7) That the use conforms with all applicable regulations governing the district where located, except as may otherwise be allowable for planned unit developments.

- The requested use conforms with all applicable regulations governing the district where the subject property is located.

(8) If a variance is also desired, and/or required, a separate application shall be submitted concurrently with the special exception application.

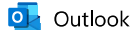
- No variance is requested at this time.

(9) Special exception use will not grant to the land more privilege than the best use available in a zone where that special exception use would be a principal permitted use.

- Approval of this special exception use in this zoning district will not grant the subject property any more privilege than the best use available in a zone where the special exception use would be considered a principal permitted use.

(10) No application for special exception use shall be considered by the special magistrate until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed to the city by the applicant or the owner or possessor of the property under any section of the Code.

- The applicant has no known outstanding charges, fees, interest, fines or penalties owing to the City.

**Re: Barefoot Beach Club SE 2025-01 and alcohol license permit application****From** Amanda Huffman <amanda@barefootbeachclub.com>**Date** Fri 4/11/2025 12:41 PM**To** Morris, Andrew <Amorris@madeirabeachfl.gov>**Cc** Jenny Silver <Jrowan@madeirabeachfl.gov>; Lisa Scheuermann <LScheuermann@madeirabeachfl.gov>; Aaron Huffman <aaron@barefootbeachclub.com>

1 attachment (97 KB)

Rooftop Sun Deck.pdf;

**CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.**

Hello,

I have attached the roof deck drawing.

In regard to events:

We envision utilizing the rooftop for events of no more than fifty (50) persons which are also guests of the hotel. As a requirement to host an event, units must be rented within the hotel to ensure that events are for guests. Furthermore, we desire to maintain the character of the family-friendly environment we have cultivated at the hotel and will not be hosting large events at the site, nor will we allow amplified music for smaller events. If a guest party requests a larger event, we refer those requests to a local event company, West Events, to provide a more suitable location for such an event.

In regard to a kitchen:

We are not working on any kitchen plans at this time.

Please let me know if you have any questions or if there is anything else I need to do.

Thanks so much,

Amanda Huffman

941-545-6115

[www.BarefootBeachClub.com](http://www.BarefootBeachClub.com)On Fri, Apr 4, 2025 at 4:33 PM Morris, Andrew <[Amorris@madeirabeachfl.gov](mailto:Amorris@madeirabeachfl.gov)> wrote:

Amanda,

Will the rooftop be used for events? Are you still moving forward with installing a kitchen facility up there? Also, here is a copy of the alcohol license permit application and our amended alcohol ordinance. The alcohol license permit application will still require a public hearing at a BOC Regular Meeting. The next BOC Regular Meeting is May 14th, 2025. The Special Exception Use would be for the use of the roof top area and the alcohol license permit application would be for selling alcohol on the roof top and at the pool.

Best Regards,

*Andrew Morris*

Andrew Morris, AICP

Long Range Planner

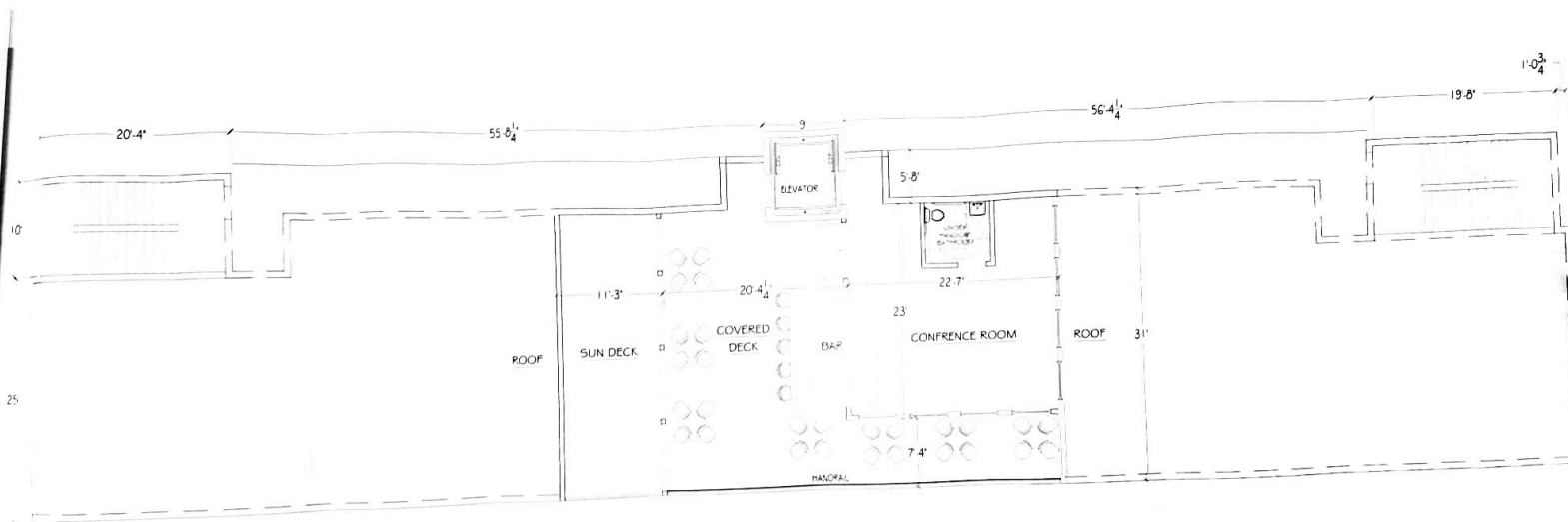
City of Madeira Beach

300 Municipal Drive

Madeira Beach, FL 33708

O: 727-742-3701

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



ROOF FLOOR PLAN / WITH CONFERENCE & SUN DECK  
 SCALE: 3/16" = 1'-0"

CATEGORY	ALLOWABLE	EXISTING	PROPOSED
ZONING	R-3	R-3	PD
LAND USE DISTRICT	RFM	RFM	RFM
USE		COMMERCIAL 4 TEMPORARY LODGING	TEMPORARY LODGING
SETBACKS	<p>"FRONT LOT FRONT: 15.0' SIDE: 70.4' + 156.7' REAR: 19.9' SIDE: 33% OF LOT WIDTH (2.0' MIN) REAR: 25.0'</p>	<p>"FRONT LOT FRONT: 15.0' SIDE: 70.4' + 156.7' REAR: 19.9' "REAR LOT FRONT: 15.3' SIDE: 10.0' REAR: 17.45'</p>	<p>"FRONT LOT (NEW) FRONT: 25.0' TO EXISTING 26.0' TO MAIN STRUCTURE SIDE: 61.0' + 60.9' TOTAL SIDE: 1' 46.9" (45.3%) REAR: 17.25' "REAR LOT (EXISTING) FRONT: 15.3' SIDE: 20.0' REAR: 17.45'</p>
B.F.E.		AE-1.3 WITH 1'-0" OF FREEBOARD	AE-1.3 WITH 1'-0" OF FREEBOARD
FINISHED FLOOR ELEVATION		FRONT LOT 4.5' NAVD REAR LOT 5.35'	FRONT LOT (NEW) 5.00' NAVD REAR (EXISTING) 5.35'
SITE AREA		FRONT LOT: 27,255.35 S.F. REAR LOT: 26,720.93 S.F. TOTAL SITE: 53,976.28 S.F. (1.24 ACRES)	FRONT LOT: 27,255.35 S.F. REAR LOT: 26,720.93 S.F. TOTAL SITE: 53,976.28 S.F. (1.24 ACRES)
DENSITY	60 UNITS PER ACRE (OVER 1 ACRE)	43 UNITS	73 UNITS
BUILDING FOOTPRINT	16,240 S.F. 30% SITE COVERAGE	12,173.7 S.F. 22.6% SITE COVERAGE	16,065 S.F. 29.9% SITE COVERAGE
FLOOR AREA RATIO (FAR)	1.5 (150%) MAX	FRONT LOT N/A REAR LOT TEMPORARY LODGING : 22,800 S.F. = .424 (42.4%)	FRONT LOT TEMP. LODGING EXISTING: 28,800 S.F. NEW ADDITION: 450.00 S.F. TOTAL: 29,310.00 S.F. REAR LOT TEMP. LODGING EXISTING: 27,800 S.F. NEW ADDITION: 149.43 S.F. TOTAL: 23,432.43 S.F. TOTAL BOTH BUDGETS 57,742.43 S.F. 962 (96.2%)
BUILDING HEIGHT/ FLOORS	40'-0" MAX OR 3 STORIES	FRONT LOT 1 STORY REAR LOT 3 STORIES ABOVE PARKING	FRONT LOT (NEW) 5 STORIES ABOVE PARKING 47'-7" ABOVE B.F.E. REAR LOT (EXISTING) 3 STORIES ABOVE PARKING
VEHICULAR & PEDESTRIAN USE AREA		FRONT LOT 14,816.45 S.F. REAR LOT 10,692.2 S.F.	FRONT LOT (NEW) 10,414.9 S.F. REAR LOT (EXISTING) 10,692.2 S.F. TOTAL = 21,127.1 S.F.
IMPERVIOUS SURFACE RATIO (ISR)	.85 (85%) MAX	FRONT LOT 16,744.6 S.F. REAR LOT 10,813.9 S.F. TOTAL = 27,558.5 S.F. = 69% (69.8%)	FRONT LOT (NEW) 19,952.1 S.F. REAR LOT (EXISTING) 10,813.9 S.F. TOTAL = 30,766.0 S.F. = 71.9% (71.3%)
LANDSCAPE & GREEN SPACE	.15 (15%) MIN	FRONT LOT 6,486.55 S.F. REAR LOT 7,805.03 S.F. TOTAL = 18,313.5 S.F. = 34.3 (34.3%)	FRONT LOT (NEW) 7,703.25 S.F. REAR LOT (EXISTING) 7,805.03 S.F. TOTAL = 15,508.28 S.F. = 28.7 (28.7%)
LANDSCAPE BUFFERS	PER CHAPTER 106, ARTICLE 2	PER CHAPTER 106, ARTICLE 2	PER CHAPTER 106, ARTICLE 2
PARKING SPACES	<p>TEMPORARY LODGING = 1 PARKING SPACE PER UNIT</p> <p>BICYCLE CREDIT = 1 PER 1, UP TO 3</p> <p>UP TO 20% COMPACT ALLOWED OVER 1.0 SPACES</p> <p>1 HDOP PARKING SPACE PER 25 REQUIRED</p>	<p>02 PARKING SPACES</p>	<p>REQUIRED (73 TOTAL PARKING SPACES) TEMPORARY LODGING: 73 UNITS = 73 PARKING SPACES</p> <p>PROVIDED (75 TOTAL PARKING SPACES) 58 STANDARD SPACES 13 COMPACT SPACES 4 HDOP SPACES 3 BICYCLE SPACES</p>

Xref ..\Details\xref Surge-Lightning Note.dwg



**ZONING:**  
C-4  
**LAND USE:**  
RESIDENTIAL/  
OFFICE/ RETAIL

**ZONING:**  
R-3  
**LAND USE:**  
RESORT  
FACILITIES MEDIUM

ZONING:  
R-3  
LAND USE:  
RESORT  
FACILITIES MEDIUM

ZONING:  
R-3  
LAND USE:  
RESORT  
FACILITIES MEDIUM

**ZONING**  
**R-3**  
**LAND USE**  
**RESORT**  
**FACILITIES MEDIUM**

<b>JOHN A. BODZIAK</b> ARCHITECT AIA, PA ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT FLORIDA REGISTRATION NO. AR0005065 EMAIL: JACK@JABODZIAK.COM 743 498th STREET, SUITE 100, WEST PALM BEACH, FLORIDA 33710 TEL: (772) 327-1986 FAX: (772) 826-0688		DRAWN BY DATE UPDATED JAB PROJECT # SHEET #	
		CS May, 12, 23 04-08-2016 2014-029	
		SP-10	



serving for a period of 10 years, cease to be such employee for any cause, except discharge for cause by the Civil Service Board, and shall not make withdrawal of funds from the General Pension and Retirement Fund, he shall be eligible to receive a pension after attaining the age of 60 years, or shall become disabled, in the amount set forth in this Act, based upon his years of actual service. It is the intention herein that said employee or appointee shall have a vested interest and vested right to said pension except upon discharge for cause by the Civil Service Board of said City. It is the further intention herein that an employee voluntarily leaving the service of the City as hereinabove provided must have served a period of not less than 10 calendar years in order to obtain a vested interest and vested right to pension benefits. A major fraction of a year shall not be computed as a whole year for the purpose of vesting rights.

Section 3. Section 9(a) of chapter 61-2655, Laws of Florida, is amended to read:

Section 9. (a) Any employee who is now 70 65 years of age, or who shall hereafter become 70 65 years of age, shall be retired upon the effective date of this Act or upon his attaining such age, whichever event shall first occur. It shall be unlawful for any employee of the City of Pensacola to draw, use or consume any of the funds of the City for the payment of compensation of such person as an employee after said time.

Section 4. All laws or parts of laws in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This act shall take effect upon becoming a law.

Became a law without the Governor's approval.

Filed in Office Secretary of State July 5, 1979.

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#### CHAPTER 79-554

#### House Bill No. 910

An act relating to Pinellas County; providing that there shall be no limitation of special beverage licenses issued to certain hotels, motels, or motor courts; providing for the issuance of such licenses; providing for the operation and transfer of such licenses; repealing chapter 71-862, Laws of Florida, to conform thereto; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. No limitation of the number of alcoholic beverage licenses as provided by general law shall henceforth prohibit the issuance of a special license in Pinellas County to any bona fide hotel, motel, or motor court of not less than 50 guest rooms.

Section 2. Any license issued under Section 1 of this act to any hotel, motel, or motor court shall not be moved to a new location, such license being valid only on the premises of such hotel, motel, or motor court. Any license issued for any hotel, motel, or motor

court under the provisions of this law shall be issued only to the owner of said hotel, motel, or motor court or in the event the hotel, motel, or motor court is leased, to the lessee of the hotel, motel, or motor court, and the license shall remain in the name of said owner or lessee so long as the license is in existence. Nothing herein shall prevent an application for transfer of a license to a bona fide purchaser of any hotel, motel, or motor court by the purchaser of such facility or the transfer of such license pursuant to law.

Section 3. Chapter 71-862, Laws of Florida, is hereby repealed.

Section 4. This act shall take effect upon becoming a law.

Became a law without the Governor's approval.

Filed in Office Secretary of State July 5, 1979.

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CHAPTER 79-555

House Bill No. 1096

An act relating to Pinellas County; amending certain paragraphs of sections 1 and 2 of chapter 65-2101, Laws of Florida, increasing the maximum millage rate on property in the county for purposes of funding the Board of Juvenile Welfare; requiring the levy of taxes at the new rate; providing for a referendum; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. The second paragraph of section 1 of chapter 65-2101, Laws of Florida, is amended to read:

Section 1.

On or before July 1st of each year hereafter the Juvenile Welfare Board shall prepare and adopt an annual written budget of its expected income and expenditures, including a contingency fund. The said written budget shall be certified and delivered to the Board of County Commissioners of Pinellas County on or before the first day of July each year. Included in each certified budget shall be an estimate of the millage rate necessary to be applied to raise the funds budgeted for expenditures, which millage rate shall not exceed a maximum of \$1.00 for each \$1,000.00 of assessed valuation of all properties within Pinellas County which are subject to County taxes.

Section 2. The first and second paragraphs of section 2 of chapter 65-2101, Laws of Florida, are amended to read:

Section 2. In order to provide funds for the Board there shall be levied annually on all property in Pinellas County which is subject to County taxes an additional tax of up to One Dollar (\$1.00) for each One Thousand Dollars (\$1,000.00) of assessed valuation of said property for the year 1979 and each subsequent year.

The Board of County Commissioners shall direct the levy of said additional tax at the millage rate so certified by the Juvenile

## **PUBLIC NOTICE**

The Board of Commissioners of the City of Madeira Beach will hold a Public Hearing on **June 11, 2025 at 6:00 p.m.**, or as soon thereafter as the matter may be heard, at the Patricia Shontz Commission Chambers at 300 Municipal Drive, Madeira Beach, Florida 33708 to review an application for the approval by the Board of Commissioners of a Special Motel/Hotel (4COP) alcoholic beverage license for the sale of beer, wine, and liquor for consumption on premises at Barefoot Beach Club located at 13220 Gulf Blvd, 13220 Gulf Blvd #1, 13220 Gulf Blvd #2, Madeira Beach, Florida, 33708.

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### **SPECIAL MOTEL/HOTEL (4COP) ALCOHOLIC BEVERAGE LICENSE** **APPLICATION # 2025-02**

**Applicant(s):** Amanda Huffman

**Property Owner:** Barefoot Beach Resort South, LLC

**Business Location:** 13220 Gulf Blvd, 13220 Gulf Blvd #1, 13220 Gulf Blvd #2, Madeira Beach, Florida, 33708

**Business:** Barefoot Beach Club

**Application Request:** Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2025-02, is requesting authorization from the Board of Commissioners for the approval of a Special Motel/Hotel (4COP) Alcoholic Beverage License with stated intent to sell beer, wine, and liquor for consumption on premises at Barefoot Beach Club located at 13220 Gulf Blvd, 13220 Gulf Blvd #1, 13220 Gulf Blvd #2, Madeira Beach, Florida, 33708. The property is zoned C-1, John's Pass Village Activity Center and has a Future Land Use designation of Activity Center. The property is located in the Transitional Character District.

**Note:** You have received this notice, pursuant to City Code Section 110-539, because you are a property owner within 300 feet of the subject property. If you are desirous of voicing approval or disapproval of this application, you may attend the Public Hearing for this application.

A copy of the application is available for inspection in the Community Development Department between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday or at <https://madeirabeachfl.gov/plan-review-documents/>. If you would like more information regarding the application, please contact Andrew Morris Long Range Planner at 727-391-9951, ext. 244 or [amorris@madeirabeachfl.gov](mailto:amorris@madeirabeachfl.gov).



Any affected person may become a party to this proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing the attached Notice of Intent to be a party with the Community Development Department not less than five days prior to commencement of the hearing. The completed form may be emailed or submitted in person to the following:

Community Development Department  
300 Municipal Drive  
Madeira Beach, FL 33708

Andrew Morris, Long Range Planner  
amorris@madeirabeachfl.gov  
727-391-9951, ext. 244

**Posted:**

May 22, 2025 @ Property Site, Gulf Beaches Public Library, City Hall, City of Madeira Beach, and Website Posting Locations.

**Note:** One or more Elected or Appointed Officials may be in attendance. Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City to transcribe verbatim minutes; therefore, the affected party must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting must contact Community Development Director, Jenny Rowan no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 244 or send a written request to [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov).





## AFFIDAVIT OF POSTING

Date: 5/22/2025  
 Postings for: ABV 2025-02  
 \_\_\_\_\_

Before me this day Lisa Sheumone personally appeared. He/she has posted public notices at the locations indicated in the notice document(s).

Lisa Sheumone  
 Signature

STATE OF FLORIDA  
 COUNTY OF PINELLAS

Sworn to and subscribed before me this 22nd day of May, 2025.

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



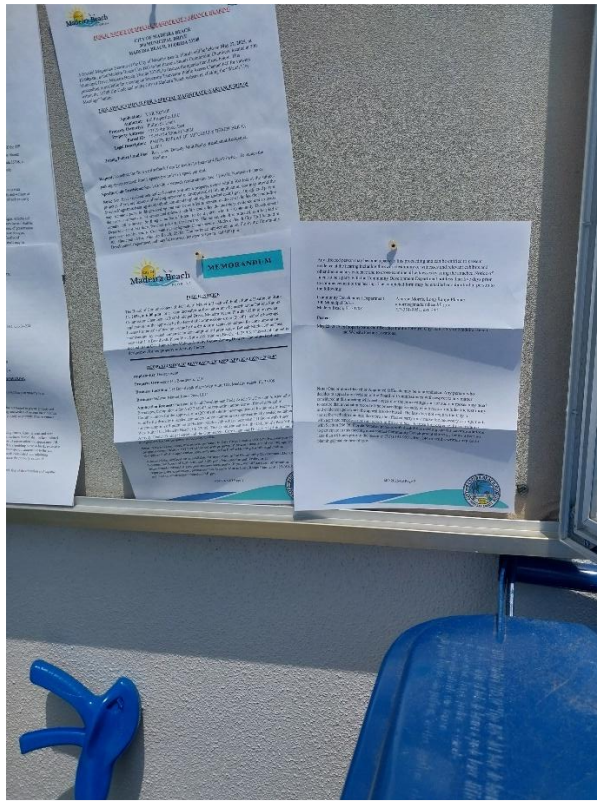
Samantha Arison  
 Notary Public

5/22/25  
 Date

\*Copy of public notice is attached.



## City Hall

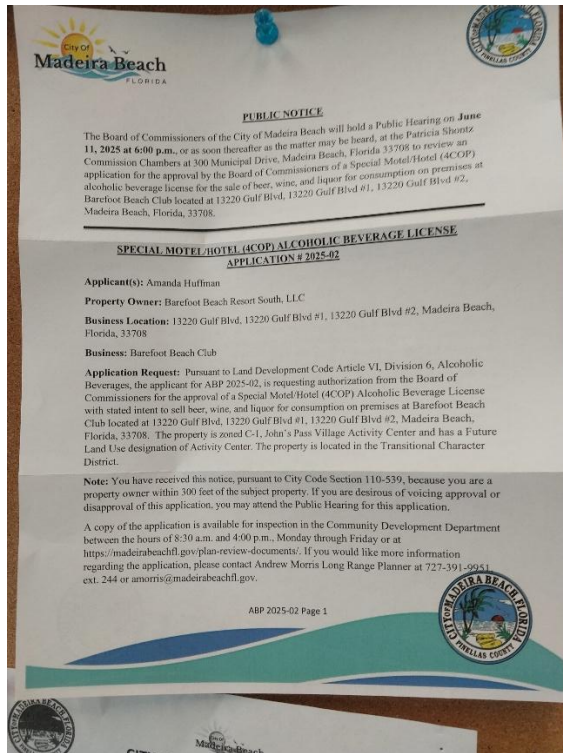


## Location of Proposed Alcohol Beverage License





## Library



## City Website

[Services](#)
[Events](#)
[News](#)
[Meetings](#)
[Departments](#)
[Public Records Requests](#)
[Public Records S](#)

[Community Development Department](#) / [Community Development Documents](#) / [Plan Review Documents](#)

[Plan Review Documents](#)

John's Pass Village Activity Center Plan

Jenny Silver  
Director of Community Development

(727) 391-9951 x244

planning@madeirabeachfl.gov

300 Municipal Drive

Monday - Friday  
8:30 am - 4:00 pm

## Plan Review Documents

### Alcoholic Beverage License Public Hearings BOC Regular Meeting June 11, 2025

**ABP 2025-02 Barefoot Beach Club**

[ABP 2025-02 Barefoot Beach Club Application](#)

[ABP 2025-02 Barefoot Beach Club Public Notice](#)

**ABP 2025-03 Belleair Market**

[ABP 2025-03 Belleair Market Application and Support Materials](#)

[ABP 2025-03 Belleair Market Public Notice](#)

### Special Magistrate Variances and Special Exception

<https://madeirabeachfl.gov/plan-review-documents/>





## AFFIDAVIT OF MAILING

Date: 5/22/2025

Mailings for Case # ABV 2025-02

Before me this day Lisa Seleviana personally appeared. He/she has mailed public notices to property owners within a 300 foot radius of the subject property.

Lisa Seleviana  
Signature

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn and subscribed before me this 22nd day of May, 2025.

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



Samantha Arison  
Notary Public

5/22/25  
Date

\*Copy of public notice is attached.

BATEY, JEAN B  
55 BOCA CIEGA DR  
MADEIRA BEACH, FL 33708-2449

GORDILLO, JUAN GORDILLO, JUAN  
111 BOCA CIEGA DR  
MADEIRA BEACH, FL 33708-2451

HOTEL B INVESTORS  
101 150TH AVE  
ST PETERSBURG, FL 33708-2450

13302 MADERIA BEACH LLC  
5965 VILLAGE WAY STE E105-712  
SAN DIEGO, CA 92130-2475

TAGLIARINI, DAVID CANTRELL, JERRY J  
13322 1ST ST E  
MADEIRA BEACH, FL 33708-2402

AMMONS, LISA  
13331 GULF BLVD  
MADEIRA BEACH, FL 33708-2513

13325 GULF DEVELOPERS LLC  
PO BOX 10210  
FORT SMITH, AR 72917-0210

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

BOSCIA REVOCABLE TRUST BOSCIA, MICHAEL  
M TRE  
1671 E GATE DANCER CIR  
INVERNESS, FL 34453-3395

COSTA, MICHAEL A COSTA, ILEANA  
13302 GULF BLVD  
MADEIRA BEACH, FL 33708-2514

DAVEROE PROPERTIES LLC  
3822 DR MARTIN LUTHER KING JR ST N  
ST PETERSBURG, FL 33703-4649

DAVEROE PROPERTIES LLC  
3822 DR MARTIN LUTHER KING JR ST N  
ST PETERSBURG, FL 33703-4649

DE BORD, CLAUDE H JR DE BORD, JOANNE K  
3990 61ST ST N  
ST PETERSBURG, FL 33709-5259

KLABEN, GERALD L JR KLABEN, JOANN O  
13303 GULF LN  
MADEIRA BEACH, FL 33708-2535

BELLO, ROBERT JR  
13301 GULF LN  
MADEIRA BEACH, FL 33708-2535

13200 GULF LLC  
5204 HAMPTON BEACH PL  
TAMPA, FL 33609-2498

HARNEY, BRUCE C HARNEY, RENE O  
140 174TH TERRACE DR E  
ST PETERSBURG, FL 33708-1343

13255 GULF LAND LLC TRE 13255 GULF LANE  
LAND TRUST  
10208 GOLDEN EAGLE DR  
LARGO, FL 33778-3829

LLAUGET, RONALD F LLAUGET, ROSE A  
19905 READING RD  
LUTZ, FL 33558-5006

KLINE FAMILY TRUST KLINE, JOHN MICHAEL  
TRE  
10 RIVAGE  
NEWPORT COAST, CA 92657-0100

Homeowner  
13201 GULF LN  
MADEIRA BEACH, FL 33708

COSTA, MICHAEL A TRUST COSTA, ILEANA  
TRUST  
13302 GULF BLVD  
MADEIRA BEACH, FL 33708-2514

DUNN, BRIAN P DUNN, MAY LEE H  
2401 POWDERHORN DR  
RICHMOND, VA 23231-7059

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

P V L LTD PTNSHP LLLP  
1201 BAYSHORE BLVD  
TAMPA, FL 33606-2910

DECONTI, PHILIP V JR TRE DECONTI, TAMERA  
TRE  
150 131ST AVE W  
MADEIRA BEACH, FL 33708-2624

DECONTI, PHILIP V JR TRE DECONTI, TAMERA  
TRE  
150 131ST AVE W  
MADEIRA BEACH, FL 33708-2624

ALVITI, ELIZABETH M CLARK, CHRISTOPHER  
G  
13195 GULF LN UNIT 502  
MADEIRA BEACH, FL 33708-2556

RAY, BARBARA REVOCABLE LIVING TRUST  
RAY, BARBARA TRE  
PO BOX 47727  
ST PETERSBURG, FL 33743-7727

PETERSON, JOYCE E  
13195 GULF LN UNIT 402  
MADEIRA BEACH, FL 33708-2556

FARRO, BEVERLY FARRO, MICHAEL  
13195 GULF LN UNIT 401  
MADEIRA BEACH, FL 33708-2555

JUNG, SHERRY CAMP  
13195 GULF LN UNIT 302  
MADEIRA BEACH, FL 33708-2556

YORK, MICHAEL S & ALTA C L  
YORK, MICHAEL S TRE  
6510 THOROUGHBRED LOOP  
ODESSA, FL 33556-1859

FERRARO, MICHAEL L FERRARO, ALDONA M  
13195 GULF LN UNIT 202  
MADEIRA BEACH, FL 33708-2556

PETRINI, RONALD R REV TRUST PETRINI,  
RONALD R TRE  
2750 EAGLE AVE N  
ST PETERSBURG, FL 33716-4106

CAMPBELL, MARTHA E  
13195 GULF LN APT 102  
MADEIRA BEACH, FL 33708-2555

SCOTT, CORY SCOTT, JACKIE  
2885 COSTA DR  
GALESBURG, IL 61401-1235

MADEIRA DEL SOL CONDO ASSN INC  
600 S CLEVELAND MASSILLON RD  
FAIRLAWN, OH 44333-3022

MEYER, JAMES MEYER, ANGELA  
13307 GULF LN UNIT B  
MADEIRA BEACH, FL 33708-2535

RAYBORN, SANDRA RAYBORN, MITCHELL  
13307 GULF LN UNIT A  
MADEIRA BEACH, FL 33708-2535

MADEIRA DUNES CONDO ASSN INC  
13307 GULF LN  
MADEIRA BEACH, FL 33708-2535

BRAINSNACKER LLC  
1305 BAYSHORE BLVD  
TAMPA, FL 33606-2911

LINDAUER, WILLIAM TRE LINDAUER,  
MELINDA TRE  
PO BOX 591  
WAYNESVILLE, OH 45068-0591

PEKAR, VLADISLAV PEKAR, YELENA  
5923 BROWDER RD  
TAMPA, FL 33625-4128

JAQUETT, FRANK L JAQUETT, LISA L  
22 FARMINGTON CIR  
WEST GROVE, PA 19390-9542

BUDZBAN GREGORY & MARY ANN FAMILY JNT  
REV TRUST BUDZBAN, GREGORY M TRE  
1565 MAPLEWOOD CT  
EDWARDSVILLE, IL 62025-3186

GIANNINI, MARCANTONIO A  
4657 VROOMAN DR  
LEWISTON, NY 14092-1048

DAENENS, CEDRIC DAENENS, ALEXANDRA  
SIMEONOVNA  
3068 CLARKE DR  
VIRGINIA BEACH, VA 23456-7927

BUCKLER, JAMES A BUCKLER, LYNNE M  
24 MILLSTONE CRT  
UNIONVILLE ON L3R 7M4, CANADA

ZBROZHEK, ALENA SAPOSHNIKOV, DMITRIY  
1834 COUNTRY CLUB RD N  
ST PETERSBURG, FL 33710-3806

RUDZIK FAMILY TRUST RUDZIK, ROBERT J TRE  
240 108TH AVE UNIT 302  
TREASURE ISLAND, FL 33706-5068

DEXTER & CICI PROPERTIES LLC  
1100 MONTEREY BLVD NE  
ST PETERSBURG, FL 33704-2312

13235 GULF BLVD 512 LLC  
8718 COBBLESTONE DR  
TAMPA, FL 33615-4914

YUNIVER, STELLA  
11909 MANDEVILLA CT  
TAMPA, FL 33626-3305

AZZURI LTD  
67 DECARIE CIR  
ETOBICOKE ON M9B 3J1, CANADA

MADEIRA GULF LLC  
1105 BLYTH HILL CT  
TRINITY, FL 34655-7014

MCQUAID, JANE E LIVING TRUST  
2615 RIO TIBER DR  
PUNTA GORDA, FL 33950-6388

MARTINEZ, RICARDO H  
13215 SERPENTINE WAY  
SILVER SPRING, MD 20904-5347

GATOR NOLE LLC  
520 CAPRI BLVD  
TREASURE ISLAND, FL 33706-2944

WILSON, HALEIGH G TRE WILSON, HALEIGH G  
REVOCABLE TRUST  
7601 W FRANKLIN RD  
EVANSVILLE, IN 47712-9246

BELL, WILLIAM BELL, SANDRA  
9600 ELIZABETH LAKE RD  
WHITE LAKE, MI 48386-2723

SALZMAN, ROSA A  
7616 SANDSTONE DR  
ORLANDO, FL 32836-6330

BROOKS, SANDRA L LIV TRU  
SANDRA L TRE  
327 E 5TH AVE  
WINDERMERE, FL 34786-3500

TRAUB, ANGEL M TRAUB, TROY  
560 S FAIRFIELD AVE  
LOMBARD, IL 60148-2828

BLANG, EUGENIE M  
435 NEW HAMPSHIRE AVE  
NORFOLK, VA 23508-2128

STEWART, CHARLES STEWART, AUSILIA  
484 CRIMSON OAK TRAIL  
OAKVILLE ON L6H 7A3, CANADA

RAGHEB, EMAD  
4333 WAKEFIELD CRESC  
MISSISSAUGA ON L5C 4N3, CANADA

NAKAT, SAM S  
8433 TIVOLI DR  
ORLANDO, FL 32836-8759

BUDZIAK, CHRISTOPHER JAMES  
8514 MARQUETTE DR  
GROSSE ILE, MI 48138-1566

SUVAK, WILLIAM A JR SUVAK, NORMA LYNN  
408 ROYAL CT  
PITTSBURGH, PA 15234-1049

GUARINO, ROSS A JR GUARINO, LISA KLAS  
3085 ANGLE RD  
ORCHARD PARK, NY 14127-1401

THORNTON, CYNTHIA  
300 CHLOE DR  
LA FAYETTE, GA 30728-6298

HUZIOR PROPERTIES INC  
536 RIVIERA BAY DR NE  
ST PETERSBURG, FL 33702-2708

FRANCIS, ANTHONY A FRANCIS, MANDY J  
2560 CALVANO DR  
LAND O LAKES, FL 34639-5493

ESPINOSA, PATRICK JR  
7431 JOHNSON ST  
ARVADA, CO 80005-4177

MINA, MANUEL MINA, VIRGINIA  
C/O MINA, MANUEL  
13000 GULF LN APT 504, MADEIRA BEACH, FL  
33708-2694

MADEIRA RESORT CONDO LLC  
11185 KAPOK GRAND CIR  
MADEIRA BEACH, FL 33708-3015

ABRAMO, ANGELO ABRAMO, NANCY  
192 GARDEN PKWY  
BUFFALO, NY 14221-6628

DIFEO, FRANK DIFEO, KATHLEEN  
23 OFFER ST  
BRADFORD, MA 01835-7005

FRANCIS TRUST LLC  
2560 CALVANO DR  
LAND O LAKES, FL 34639-5493

GERMANI, ENRIQUE FERNANDO HAZ,  
PATRICIA ELIZABETH  
6425 COACHFORD WAY  
MISSISSAUGA ON L5N 3V8, CANADA

RUSSONIELLO, BRIAN F RUSSONIELLO, ALESIA  
AMBROSE  
PO BOX 247  
HARVEYS LAKE, PA 18618-0247

WATSON, KATHLEEN COFFEY, KAREN LEE  
4121 HELENE PL  
VALRICO, FL 33594-5412

HARMON, ANJA HARMON, TYLER W  
5893 STRATFORD GLEN CT SE  
GRAND RAPIDS, MI 49546-3886

MARTIN, EDDY TRE MARTIN, MADELIN TRE  
12531 CARDIFF DR  
TAMPA, FL 33625-6593

OUR BEACH CONDO LLC  
2483 OCEAN AVE  
BELLMORE, NY 11710-3826

CALEFATO-GREENBLATT, DANIELA  
GREENBLATT, JOHN  
2062 NICHOLL AVE  
SCOTCH PLAINS, NJ 07076-1343

NAPIER ESTATES LLC  
3104 E 700 N  
WHITELAND, IN 46184-9420

DUSTY TRAILS RVN LLC  
8787 BOYSENBERRY DR  
TAMPA, FL 33635

ROBINSON, CHERRIE L TRE ROBINSON,  
CHERRIE L LIV TRUST  
8461 MONARCH CIR  
SEMINOLE, FL 33772-3953



PICOLO, BRONWYN  
18325 GULF BLVD UNIT 201  
REDINGTON SHORES, FL 33708-1056

YORK, ANDREA YORK, STEPHEN  
15724 WOODSHED PL  
TAMPA, FL 33624-1507

HUNIGAN, JAMIE HUNIGAN  
62 SUNSET MEADOWS CT  
GRAY, TN 37615-4297

FRANCIS TRUST LLC  
2560 CALVANO DR  
LAND O LAKES, FL 34639-5493

WEISSHAPPEL, JOSEPH T WEISSHAPPEL,  
KATHERINE A  
3025 BIG TIMBER CIR  
SUAMICO, WI 54313-7984

MULLINEAUX, WILLIAM T MULLINEAUX,  
SUSANNE M  
5000 CLAYTON CT  
SAINT AUGUSTINE, FL 32092-3688

CROSS, JOHN R CROSS, LYNETTE KAY  
1106 MOON VALLEY RD  
BILLINGS, MT 59105-2024

TAVAREZ, TIFFANY  
30 DUNCAN LN  
ROCKAWAY, NJ 07866-2808

DEMPSEA VACATIONS LLC  
5555 GULF BLVD UNIT 111  
ST PETE BEACH, FL 33706-2330

1 3 2 3 5 GULF BLVD UNIT 210 LLC  
3129 N 76TH CT  
ELMWOOD PARK, IL 60707-1106

KOBETITSCH FAMILY TRUST KOBETITSCH,  
THOMAS TRE  
6061 COLLINS AVE APT 11C  
MIAMI BEACH, FL 33140-2268

MELTON, PAUL MELTON, ANNE MARIE  
14139 WATERVILLE CIR  
TAMPA, FL 33626-1621

KUPRIANOV, ALEXANDER SNYDER, KRISTIN  
30 RENAISSANCE DR  
MAYS LANDING, NJ 08330-2362

ANTONAK, GEORGE H JR ANTONAK, JUDITH A  
1131 IVYGLEN CIR  
BLOOMFIELD HILLS, MI 48304-1236

SHIVES, ANDREW SHIVES, AMY E  
13235 GULF BLVD UNIT 205  
MADEIRA BEACH, FL 33708-2632

BINSTOCK, AARON J TRE BINSTOCK, KATRINA  
A TRE  
1081 SHIRE ST  
NOKOMIS, FL 34275-1645

DE MELO, FIRMO DE MELO, TERESA  
7 LINKS LANE  
BRAMPTON ON L6Y 5G9, CANADA

NOROUZIAN, MIRYUSEF KING, KATHLEEN C  
1503 GINGER SNAP TRL  
DELAND, FL 32720-0923

KUILAN, DEBORAH G KUILAN, KENNETH A  
8 KENMERE BLVD  
DANBURY, CT 06810-7251

QUALITY RENTALS OF 28 PROSPECT LLC  
212 11TH AVE N  
ST PETERSBURG, FL 33701-1734

QUALITY RENTALS OF 28 PROSPECT LLC  
212 11TH AVE N  
ST PETERSBURG, FL 33701-1734

NIKIFOROV, YULIA NIKIFOROV, ALEXEY  
13235 GULF BLVD UNIT C1  
MADEIRA BEACH, FL 33708-2632

MADEIRA BAY RESORT II CONDO ASSN INC  
13030 GULF BLVD  
MADEIRA BEACH, FL 33708-2639

KAMERIC, LEO OMAR NGUYEN, AMIE ALEXA  
129 PAXTON LN  
ST DAVIDS ON L0S 1J1, CANADA

MEDEIRA BR 1708 LLC  
580 S HIGH ST STE 330  
COLUMBUS, OH 43215-5644

NGUYEN, MUI THI TRUST  
163101 GULF BLVD UNIT 1707  
MADEIRA BEACH, FL 33708

INTUIT OASIS PROPERTIES III LLC  
13952 NOBLE PARK DR  
ODESSA, FL 33556-1767

KUHN SQUAD LLC  
1925 JOSEY WALES TRL  
DU QUOIN, IL 62832-3704

NDL BEACH PROPERTY 1704 LLC  
PO BOX 66689  
ST PETE BEACH, FL 33736-6689

MARTIN, JULIO J GUERRERO, JOSEFA M  
13101 GULF BLVD UNIT 1609  
MADEIRA BEACH, FL 33708-2630

LOCKER, MICHAEL W LOCKER, STACY  
814 W 5TH ST  
DULUTH, MN 55806-3943

WESTEN APARTMENTS LLC  
PO BOX 144  
ROCKFIELD, KY 42274-0144

LUCKY TWO LLC  
2396 BASSETT RD  
WESTLAKE, OH 44145-2909

INTUIT OASIS PROPERTIES II LLC  
13952 NOBLE PARK DR  
ODESSA, FL 33556-1767

R & N PARTNERS LLC  
8303 PINE RIVER RD  
TAMPA, FL 33637-1011

VAN HOUTEN, GEORGE W SR VANHOUTEN,  
GEORGE W JR  
13101 GULF BLVD UNIT 1509  
MADEIRA BEACH, FL 33708-2630

HERNANDEZ, ORLANDO A HERNANDEZ,  
MARIA A  
5503 LAKE LETA BLVD  
TAMPA, FL 33624-2068

CALLAHAN, BRONWYN PICOLO  
18325 GULF BLVD UNIT 201  
REDINGTON SHORES, FL 33708-1056

TORRES, RICHARD TRE TORRES, JULIA A  
HERRICK TRE  
83 E HIDDEN BAY DR  
DARTMOUTH, MA 02748-3023

BUJOUVES, PERRY ANGELO BUJOUVES, MARIA  
VERGIRIS  
1539 JIM ALLEN WAY  
LONDON ON N6K 0E1, CANADA

ARTETA, ERNESTO TRE ARTETA, MARLENE  
TRE  
428 S FAIRVIEW  
PARK RIDGE, IL 60068-4753

CAYEA, SHANNON G STAMP, WILLIAM D  
13101 GULF BLVD UNIT 1409  
MADEIRA BEACH, FL 33708-2630

MARTIN, CHRISTOPHER T MARTIN, GULSHAN  
515 INLET WOODS CT  
ALPHARETTA, GA 30005-6914

EVERNGAM, R SCOTT  
13101 GULF BLVD UNIT 1407  
MADEIRA BEACH, FL 33708-2630

MADEIRA BAY 1406 LLC  
13101 GULF BLVD UNIT 1406  
MADEIRA BEACH, FL 33708-2630

A WAVE FROM IT ALL LLC  
2400 BRIARCLIFF DR  
NEWBURGH, IN 47630-8602

FINZI LLC  
17548 DEER ISLE CIR  
WINTER GARDEN, FL 34787-9418

RK CAPITAL LLC  
1819 ALICIA WAY  
CLEARWATER, FL 33764-7511

THOMPSON, RICHARD LOURENCO, MONICA  
32 SAWSTON CIR  
BRAMPTON ON L7A 2N8, CANADA

13101 GULF BLVD MBFL LLC  
834 3RD AVE S  
TIERRA VERDE, FL 33715-2223

COMBS, HAROLD COMBS, BEATRICE  
909 DUDLEY SQUARE WAY  
LOUISVILLE, KY 40222-4372

BAYSIDE RETREATS LLC  
13101 GULF BLVD UNIT 1304  
MADEIRA BEACH, FL 33708-2630

MADEIRA BAY RESORT I CONDO ASSN INC  
2325 ULMERTON RD STE 20  
CLEARWATER, FL 33762-3373

PETERSON, COURTNEY D PETERSON, CAROL J  
807 8TH ST N  
VIRGINIA, MN 55792-2317

COTO, FRANK III TRE COTO, NICOLE TRE  
15306 LAKE MAURINE DR  
ODESSA, FL 33556-3112

NAPARIU, JOHN S  
13336 GULF BLVD UNIT 503  
MADEIRA BEACH, FL 33708-2553

BARBAS, CAMERON  
13336 GULF BLVD UNIT 502  
ST PETERSBURG, FL 33708-2553

HUZIOR, RYSZARD HUZIOR, JANINA  
13336 GULF BLVD UNIT 501  
MADEIRA BEACH, FL 33708-2553

MPF BENEFICIARIES LLC  
6112 N FLORIDA AVE  
TAMPA, FL 33604-6624

HOUSH, WILLIAM M III HOUSH, LYNN C  
13336 GULF BLVD APT 404  
MADEIRA BEACH, FL 33708-2552

MEEHAN, FRANCES C  
13336 GULF BLVD APT 403  
ST PETERSBURG, FL 33708-2552

ADAMS, JAMES M ADAMS, LINDA L  
10565 57TH AVE N  
PLYMOUTH, MN 55442-1661

KILCOYNE, ELIZABETH J KILCOYNE  
4939 W TOKAY DR  
LAPORT, IN 46350-8463

BDA44 LLC  
503 TOMAHAWK TRL  
BRANDON, FL 33511-8085

BARRERA, ZOE JACQUILINE TRE BARRERA,  
ZOE JACQUILINE REV TRUST  
PO BOX 364  
HILLSBORO, OH 45133-0364

WATKINS, MYRON C WATKINS, LIESEL C  
4503 OLD STAGE RD APT 303  
KINGSPORT, TN 37664-2938

SULLIVAN, JASON LAWRENCE SULLIVAN,  
JULIE PATRICIA  
PO BOX 405  
BAY BULLS NL A0A 1C0, CANADA

FULKERSON, KAREN  
PO BOX 311  
CLARKSON, KY 42726-0311

FLEGAL, RONALD W  
768 S COMMERCIAL ST  
NEENAH, WI 54956-3314

SOUTHWAY MINI STORAGE LLC  
PO BOX 80105  
CANTON, OH 44708-0105

MINZATESCU, NADIA  
5633 N NEWARK AVE  
CHICAGO, IL 60631-3138

STUART, LESLEY A TRE STUART, LESLEY A  
TRUST  
4403 ALLEN RD  
FRUITLAND PARK, FL 34731-5602

ALVARODIAZ, WILLIAM CABRERA, DAVID  
401 N OREGON AVE UNIT 10  
TAMPA, FL 33606-1625

NOT UNDER THE BRIGE LLC  
1610 NE HILLSIDE CT  
ANKNEY, IA 50021-2504

JUEDES, GAYLE A  
13336 GULF BLVD APT 104  
MADEIRA BEACH, FL 33708-2550

MCLENAGHAN, KRISTA LAWLEY, KELLY  
PO BOX 311  
225 SECOND ST RODNEY ON N0L 2CO, CANADA

PETERSON, CHRISTOPHER E PETERSON,  
SHANNON R  
500 173RD AVE  
ST PETERSBURG, FL 33708-1337

MIGONE, RUBEN A MIGONE, ANA B  
13336 GULF BLVD UNIT 101  
MADEIRA BEACH, FL 33708-2550

CHAMBRE CONDO ASSN INC  
1155 PASADENA AVE S STE H  
SOUTH PASADENA, FL 33707-2878

BAREFOOT BEACH RESORT SOUTH LLC  
PO BOX 10210  
FORT SMITH, AR 72917-0210

BAREFOOT BEACH RESORT SOUTH LLC  
PO BOX 10210  
FORT SMITH, AR 72917-0210

FL INT IMP FUND TRE  
C/O AMERIS REALTY OF FL  
1114 17TH AVE S STE 205 NASHVILLE, TN 37212-2215

BBRS CONDO ASSN INC  
13238 GULF BLVD  
MADEIRA BEACH, FL 33708-2633

## DEVELOPMENT AGREEMENT (BAREFOOT BEACH RESORT)

**THIS AGREEMENT** (the "Agreement") made and entered into this 1<sup>st</sup> day of December, 2015, by and between the **CITY OF MADEIRA BEACH**, a municipal corporation of the State of Florida hereinafter referred to as "City" and **BAREFOOT BEACH RESORT SOUTH L.L.C.**, 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. Developer is the current fee simple owner and Developer 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.

2. The following development rights are hereby approved pursuant to this Agreement on the Property:

Category	Regulations
Future Land Use	Resort Facilities Medium
Zoning	PD Planned Development
Usage	Hotel (73 rooms/suites)
Density (Units per Acre)	60 Temp Lodging/Acre Allowed 59 Temp Lodging/Acre Actual
Lot Area	53,976 sq. ft. 1.24 Acres
Lot Width	(N) 314.0 ft. (S) 87.6 ft.
Maximum Building Width (street frontage)	176.0 ft.
Building Coverage (sq. ft. & % of gross site)	16,240 sq. ft. 30%
Gross Floor Area (sq. ft.) FAR (Floor Area Ratio)	50,992 sq. ft. 0.943 FAR
Setbacks: Front (East)	20'-0" Elevator / Stair Tower / First Level 26'-0" to Main Building (East Variance / PD)
Rear (West)	11'-0" Building / Balcony Above 17'-0" to Main Building

	(West Variance / PD)
Side (North)	85.78 ft./Hotel
Side (South)	61.01 ft./Hotel
Total side combined*	146.79 ft.
Front (East)	20'-0" Elevator / Stair Towers / First Level 26'-0" Main Building (East Variance / PD)
Rear (West)	Balconies above 11'-0" Main Building 17'-0" (West Variance/PD)
Building Height	68'-8 1/2" above BFE to top of roof / 5 stories over parking (Variance/PD)
Vehicular Use Area (V.U.A.)	23,034.4 sq. ft. 43%
Impervious Surface Area (ISR)	39,275 sq. ft. 72.8% ISR
Open Space (sq. ft. and % of gross site)	14,701 sq. ft. 27.2%
Parking Lot Interior Landscape (sq. ft. and % of V.U.A.)	3,075 sq. ft. 13%
Parking	84 spaces provided
Parking Calculations/Notes: 73 tourist room/suite @ 1 space/room required = <u>73 spaces</u>  <div style="text-align: right;">             Provided    84 spaces                               73 required           </div> Allowable compact spaces = (84 x 20%) = 16.8 spaces allowed Ancillary Rooftop Bar / Sun Deck / Fitness Room with typical and customary limited food service for hotel guests for their convenience only.	

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:

- a. Approval of the rezoning of subject property from R-3, General Commercial, to PD, Planned Development concurrent with the finalization of this Development Agreement.
- b. The Developer shall provide a topographic survey with sufficient elevations to show detailed offsite drainage patterns.
- c. The following items shall be included or addressed within the Final Site Plan:
  - i. Sight visibility triangles at all access drive aisles pursuant to Section 106-39 and Section 110-423, Madeira Beach Code of Ordinances.
  - ii. Note on the Landscape Plans, "When an access way intersects a public right-of-way or other access way, or when the subject property abuts the intersection of two or more public right-of-ways, all landscaping within the triangular areas described as [or] referred to as the "cross-visibility area," shall provide unobstructed cross-visibility at a level between 36 inches and eight feet. Trees and plant material trimmed in such a manner that cross visibility is not hindered will be allowed, provided they are located so as not to create a traffic hazard, as determined by the City."
  - iii. Calculation showing the Developer will meet the required minimum of ten percent interior landscaped areas, which is exclusive of perimeter landscape buffers that are required around vehicular use areas but may include perimeter landscaping that is in excess; and calculation showing a minimum of one tree for each 400 square feet or fraction thereof of required landscape area, pursuant to Section 106-34, Madeira Beach Code of Ordinances.
  - iv. Proposed development phases, if applicable, pursuant to Section 110-393, Madeira Beach Code of Ordinances.
  - v. Provide the handicap parking calculation, the three required handicapped spaces and relocation of the handicapped parking space with a blind back-out.
  - vi. Adjust the most northeast parking space, which requires a 5 foot offset back-out.
  - vii. Provide dimensioned site plan for drive aisles and parking spaces.
  - viii. Provide a grading plan for the site.



- ix. Provide stormwater outfall control details and drainage connection detail to FDOT right of way.
  - x. Provide location and dimension of nearest fire hydrant.
  - xi. Provide detailed utility connections located within the FDOT right of way; FDOT utility permits may be required.
  - xii. Provide supporting drainage calculations for proposed increase in impervious (vehicular use area) which comply with the standards of Section 98-36, Madeira Beach Code of Ordinances.
- d. All utilities serving the proposed facility shall be underground. The plans shall be noted and connectivity shown.
- e. Where necessary to accommodate proposed development, the Developer shall be responsible for the removal and/or relocation of any and all public utilities located on the subject site, including the granting of easements 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 require approval from the City's Community Services Department.
- f. 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.
- g. 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.
- h. Proof of NPDES-BMP Permit being issued to Developer.
- i. Proof of SWFWMD approval or exemption of the drainage retention plan is required prior to building permits being issued.
- j. Final approval of the City's consulting engineer of the site plan prior to building permits being issued.
- k. Final approval of the Community Services Director of the plans for solid waste collection prior to building permits being issued.
- l. Proof of FDOT Drainage Connection Permit or exemption being issued to Developer.
- m. Proof of FDOT Access Permit being issued to Developer.

n. Final approval of the Community Development Department and the City's consulting civil engineer for the site's compliance with the approved site plan prior to the Certificate of Occupancy being issued.

o. The Developer shall provide revised plans or redline current plans in response to the City's consulting reviewers' comments.

p. Final Site Construction Plans must be submitted, signed and sealed by a Florida Registered Professional Engineer, meeting the requirements of the City of Madeira Beach's Code of Ordinances.

q. Prior to building permits being issued the Developer shall provide a letter from the potable water provider (Pinellas County) stating that adequate capacity is available for the fire sprinkler demand requirements.

r. Prior to building permits being issued the Developer shall provide a letter from the sanitary sewer service provider (Pinellas County) stating there is adequate capacity.

s. The proposed Roof Deck, Fitness Room, and Bar Area shall be clearly ancillary and subordinate to the principal hotel use. The proposed facilities are intended for the convenience of the hotel guest and as such shall operate in a manner that is customary and incidental to the operation of a hotel. It is understood that the practice of providing at least limited food service is a service expected by hotel guests and a service that is routinely provided by hotels. Such restaurant shall comply with the definition of ancillary use found in Section 82-2 of the Madeira Beach Code of Ordinances and noted below. Because of its limited nature, this ancillary restaurant does not increase the need for additional parking.

*Ancillary use means a use which is either: Subordinate to and serves a principal building or use; subordinate in area, extent, and purpose to the principal building or use served; contributes to the comfort, convenience, or necessities of the users or occupants of the principal building or use; and is located on the same lot as the principal building or use. Unless otherwise specified, no ancillary use shall exceed 25 percent of the gross floor area of the principal building or use.*

4. All calculations for infrastructure improvements and land use requirements, such as but not limited to, drainage calculations, parking requirements and other requirements, shall be based on the site and character of the Project.

5. Developer represents that to the best of its knowledge, as of the date of the execution of this Agreement that there are no liens, encumbrances, mortgages, equitable interest or other types property interests held by any other person, firm or corporation whose legal or equitable interest in the lands constituting the Property will be affected by the matters contained in this Agreement which are not subordinated to this Agreement.

The Developer has the full right and legal authority to enter into this Agreement and to agree to and execute all the legal obligations set forth herein. The Developer further represents and warrants that it shall not cause any rights or encumbrances on the Property to arise at any time between the execution of this Agreement and the recording of this Agreement in the Public Records of Pinellas County, Florida, which are not subordinate to this Agreement.

6. The City desires to have the Project developed as a unified development with each portion of the Project being treated as an integral part of a unified development. In furtherance of the Developer's development of the Project as a cohesive whole, the Developer agrees that no subdivision of the Property shall be allowed, other than the potential sale of transient hotel units shown on the site plan as part of a hotel/condominium.

7. The parties agree that both Sections 163.3220 through 163.3243 F.S. (2015), the **Florida Local Government Development Agreement Act ("Act")** and Sections 86-141 through 86-149 of the **Code of the City of Madelra Beach ("Code")**, are fully complied with in all respects by the parties. The provisions of said Act and Code provisions are incorporated herein by reference, and in the event of any conflict between the language of this Development Agreement and the above sections of the City's Zoning Code, such conflict will be resolved in favor of the provisions of the Code in effect as of the date of this Agreement. Changes to the Code regarding life/safety matters (building codes, fire codes, etc.) shall be enforceable as of the effective date thereof. The Act, referenced Code provisions, the Final Site Plan and terms of this Agreement shall govern the development of the Property and the relationship of the parties in the terms of this Agreement. Any matters required by State Statute, the Florida Administrative Code or City Code which are not specifically addressed as part of this Agreement shall, nevertheless, be complied with by the parties. The parties and their respective successors in title shall be responsible for the obligations as more particularly set forth under the terms of this Agreement and this Agreement shall act as a covenant running with the Property and shall be enforceable by the parties hereto.

The City shall have the absolute discretion to amend and/or enforce life safety codes of general applicability that may modify the provisions of this Agreement or may impose additional burdens on the Developer as is otherwise authorized by State Statutes, City ordinances or the regulation of governmental administrative agencies. The parties agree that the legislative discretion of the City Commission to adopt such life safety codes shall be superior to any agreements contained herein and 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.

8. The Project shall be developed in accordance with the Final Site Plan attached hereto as Exhibit "B" and incorporated herein by reference. For this reason, the compliance by the City, Developer and respective successors in title with the Final Site Plan, as described in Exhibit "B", on a continuing basis is of critical importance to the City and Developer, and any deviation therefrom shall be deemed to be a material breach of this Agreement and of the covenants which are entered into by the parties and are recorded for the long-term protection of the public.

9. The City hereby reserves the capacity in the public facilities necessary to serve the Project.

10. The Developer and City have agreed to the provisions, restrictions, limitations and requirements which are otherwise set forth in detail in this Agreement and any exhibits attached hereto.

11. It is of paramount importance to each of the parties hereto that the Property be developed as set forth in the Final Site Plan and in this Agreement and that the development of the Property be completed on a timely basis; that the Project be completed in its entirety; that the structures constructed on the Property be constructed in substantial compliance with the terms of the Final Site Plan and this Agreement; that the uses allowed on the Property be limited as set forth in the Final Site Plan and this Agreement; and that such restrictions and controls be continued in accordance with their terms and be applicable to and binding upon the parties hereto and their respective successors and assigns.

12. The City Commission finds that the development permitted pursuant to this Agreement is consistent with the City's Comprehensive Land Use Plan and the land development regulations of the City.

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

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

14. Authority. This Agreement is authorized by Section 163.3220, et seq. F.S. (2015) and Sections 86-141 through 86-149 of the Code of Ordinances of the City of Madeira Beach.

15. 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 transfer of title from the City to the Developer shall specifically provide that they are 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 31st day of December, 2015 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.

16. 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.

17. 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 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.

18. 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 (2015). 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 net of any applicable credits for existing structure.

19. 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.



20. 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.

21. 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 attached hereto as Exhibit "B" 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 attached hereto as Exhibit "B" and incorporated herein. 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 (Exhibit "B") attached hereto and incorporated herein.
- 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.

22. 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, 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 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.

23. 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.

24. 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.

25. City Impact Fee Credits.

- a. Project. The City will compute 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.

26. 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.

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

28. 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.

29. 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.

30. Legislative Act. This Agreement is agreed to be a 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.

31. 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.

32. 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.

33. 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.

34. **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.

35. **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.

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

37. **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.



38. 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:  
Barefoot Beach Resort South, LLC  
P.O. Box 10210  
Forth Smith, Arkansas 72917-0210  
Attention: Charles Palmer

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

with copies to:

Thomas J. Trask, Esquire  
City Attorney  
Trask Daigneault, LLP  
1001 S Fort Harrison Avenue,  
Suite 201  
Clearwater, FL 33756

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

39. 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.

40. 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 December 1, 2015.

CITY OF MADEIRA BEACH

By:   
Travis Palladeno, Mayor

  
Witness

  
Witness

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of December, 2015 by Travis Palladeno, Mayor of the City of Madeira Beach, who ☒ is personally known to me or who produced \_\_\_\_\_ as identification.



SEA S. MARSHALL-BARLEY  
NOTARY PUBLIC, STATE OF FLORIDA

Shane Crawford  
Shane Crawford, City Manager

Aimee Servedio  
Aimee Servedio, City Clerk

APPROVED AS TO FORM:

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

BAREFOOT BEACH RESORT SOUTH, LLC

Brian Paul  
Witness

By: Charles Palmer  
Charles Palmer, its Manager

Joanis Brigger  
Witness

STATE OF ~~FLORIDA~~ Arkansas  
COUNTY OF ~~PINELLAS~~ Crawford

BEFORE ME, the undersigned authority, personally appeared Charles Palmer, as Manager of BAREFOOT BEACH RESORT SOUTH, 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 BAREFOOT BEACH RESORT SOUTH, LLC this 1<sup>st</sup> day of Dec, 2015.

*Janet P. Seaton*

NOTARY PUBLIC, STATE OF FLORIDA

*Arkansas*

JANET P. SEATON  
Notary Public-Arkansas  
Crawford County  
My Commission Expires 01-04-2021  
Commission # 12380249

**Exhibit "A"**

**Property Address:** 13220 Gulf Boulevard  
Madeira Beach, Florida 33708

**Parcel ID Numbers:** 15-31-15-02741-000-0010  
15-31-15-02741-000-0020

**Legal Description:** LEGAL DESCRIPTION: LOT 5, 6, 7, 8 AND 9, BLOCK 6 MITCHELL'S BEACH, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH ALL RIPARIAN RIGHTS APPERTAINING THERETO.

AND

LOT 11, 12 AND A PORTION OF LOT 13, BLOCK 6, MITCHELL'S BEACH, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PORTION TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 11, BLOCK 6 FOR A POINT OF BEGINNING AND THENCE RUN NORTH 38°15'59" EAST ALONG THE NORTH RIGHT-OF-WAY OF 133<sup>RD</sup> AVENUE, A DISTANCE OF 71.65 FEET TO A POINT OF INTERSECTION WITH DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY TAKING (PROJECT #15100-2511); THENCE NORTH 89°37'28" EAST, ALONG SAID RIGHT-OF-WAY TAKING A DISTANCE OF 20.06 FEET; THENCE SOUTH 39°06'57" EAST, ALONG SAID RIGHT-OF-WAY TAKING, A DISTANCE OF 76.71 FEET; THENCE LEAVING SAID RIGHT-OF-WAY TAKING, SOUTH 38°59'04" WEST, A DISTANCE OF 87.44 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF GULF LANE (A 15 FOOT RIGHT-OF-WAY); THENCE NORTH 39°07'35" WEST, ALONG SAID EAST RIGHT-OF-WAY OF GULF LANE, A DISTANCE OF 91.64 FEET TO THE POINT OF BEGINNING.

**Site Area:** 53,796.29 sq. ft. (1.24 acres MOL)



To the Special Magistrate for Hearing SE 2025-01 Amanda Huffman/Barefoot Beach:

My name is Joann Klaben. I live at 13303 Gulf Lane, 2 houses north of the Barefoot Beach Property. I was present at the hearing in April and would like to note that there were twelve neighbors there in person to speak against approval of rooftop usage, in addition to all the letters you also received. I apologize that I cannot be there for this rescheduled hearing; but would like you to understand that this is the first time since 2016 that I was not there in person to protest rooftop usage and liquor approval regarding the Barefoot Beach Hotel properties.

Gulf Lane is one of the last remaining areas of residential beachfront properties in Madeira Beach. Gulf Lane is a single car width road that is primarily single family and multi-family residential. The Lane is, and has always been, a family-based neighborhood. We wish to preserve the quiet, safe, family -oriented atmosphere of our Gulf Lane neighborhood. Adding rooftop usage/events, as a first step for a Barefoot Beach Liquor license, will 100% most definitely change the current characteristic of our neighborhood with concerns regarding noise, safety, public drunkenness and lack of city/police enforcement.

The neighbors have been active since the planning stages of the hotel, attending the meetings and voicing concerns about the rooftop bar proposal "changing the characteristic of the neighborhood." Meeting minutes from the 2015 planning meeting show several neighbors using that exact phrase. This is ironic since the Huffmans and Barefoot Beach state in their current application that rooftop usage/liquor will not change the characteristics. That seems to be the key issue you need to decide on. At that 2015 meeting, as well as in other contacts with the city, Jack Bodziak the Barefoot representative stated, "the rooftop bar has submitted plans and it has a 15-20 seat capacity that is only allowed to be used by tenants." The hotel was approved by the city with that intent only (despite continued protest by neighbors against approval of any bar at all).

- 15-20 tenant indoor bar space
- NOT a full roof event space
- NOT 50+ people event/bar area

What the Barefoot Hotel is asking for not only changes the characteristics of our neighborhood, but it also goes against what was promised to the City when the City approved its construction. I would respectfully ask that you consider denying the application request on that point alone.

I would also ask you to consider the character and response of the Barefoot Beach management in making your decision. Madeira Beach City Manager, Robin Gomez, has sat through many individual and group meetings with the neighbors regarding Barefoot Beach holding events on



the rooftop. Each time Mr. Gomez has told us that events are not allowed. On Dec. 7, 2020, Barefoot Beach rented out the rooftop for a corporate Christmas party with amplified music that could be heard from 131st street to beyond 136th street. That is a quarter mile in each direction from the hotel. At my house, two houses from Barefoot, the music was heard in every room. When I contacted Barefoot to turn the music down, I was told "no" by the front desk employee and that "only Aaron Huffman could authorize that." When Mr. Huffman called me back an hour later, he said there was nothing I could do about the noise since it was before 10pm. When I said I was trying to be neighborly by asking him vs. calling the police, Mr. Huffman's response was "I am here to make money, not friends with the neighbors." I ended up having to call the police before Mr. Huffman had the music turned down. Mr. Huffman's response to noise created at an event that was not allowed by the city (and totally outside of Mr. Bodziak's representation of what the rooftop use would be at the original pitch to the city for building approval), was just the beginning of his complete disregard for the city rules and the hotel's surrounding neighbors.

Other neighbors will be speaking about other specific problems with the Barefoot property so I will not list each one that I am aware of. I would, however, like to address issues in the fall of 2023 when the Barefoot properties were applying for a liquor license through the City. Prior to the formal commission meeting, I met with Mr. Gomez on Oct 3rd and mentioned to him that the hotel was still hosting events on the rooftop. Mr. Gomez again stated that NO Events were allowed. The following night, the Gulf Lane neighbors were meeting to discuss the upcoming commission meeting and the Barefoot liquor application. Mr. Huffman had heard about our neighborhood meeting and asked if he could attend and speak with us. At the meeting which Mr. Huffman attended, we mentioned that Barefoot was not allowed to hold events on the roof. His arrogant response was that he had held 12 events in the prior 8 months. Again, he demonstrated a complete disregard for the city rules. At this same meeting, Mr. Huffman said that if there were any problems we should contact him directly. In late November 2023, I was at my house and heard amplified music from the rooftop of the Barefoot Hotel. I walked over to look for Mr. Huffman to ask that the amplified music be turned off. No one was in the office, so I went up to the roof where there was a wedding reception taking place. Music was coming from a speaker and when I asked if Mr. Huffman or someone from Barefoot was there, a woman (mother of bride or groom) said no and that it was a private party. I left and called Mr. Gomez the following day. When Mr. Gomez emailed the hotel about the event, the Dec 5<sup>th</sup> emailed response from Barefoot Beach management was that their event planner had been there on the roof and she couldn't hear the music from the speakers where she was. So Barefoot Beach, who isn't supposed to be having events or amplified music, responds with an email citing an Event Planner (who was unseen by me or called upon by the wedding mother) who supposedly didn't hear the speakers from where she was on the roof (again, no amplified music supposed

to be allowed). How would I have even known about a wedding seven stories up, if I hadn't heard the music amplified from the speakers?

One thing you will notice in both examples above and others you will hear at the hearing is that enforcement of any rules put in place by the city is lacking. The City has been unable since the first incident in 2020 to stop Barefoot Management from holding unauthorized events. I can't even suggest that they be fined because what amount of fine would be enough? One former Barefoot employee told me that in order to have an event on the rooftop, the party was required to book the top two floors as a noise precaution for other hotel guests. I am assuming that requirement is in addition to paying a rental fee for the rooftop event space. If they are potentially making tens of thousands of dollars on an event, why wouldn't they completely disregard any restrictions the town has set? What would a \$50, \$250, or \$500 fine mean against those rental figures? I am asking you to deny outright rooftop usage, events, liquor/bar. However, should you pass this application, please consider that severe enough consequences need to be in place should Barefoot Beach management fail to follow whatever conditions you and the City set in place.

Barefoot Beach Hotel is a hotel built in the middle of residential homes on a sleepy little lane. Adding alcohol and rooftop events/bar will NOT revitalize our homes (as the applicant alleges in her application), it will diminish the safe, family atmosphere we have been accustomed to having as tax-paying residents and fully have a negative impact on Gulf Lane. For the last ten years, the town's stance has been no events, no alcohol, no amplified noise. We ask the Town, through you, to support what they have been saying and to uphold the residential atmosphere of Gulf Lane.

Respectfully submitted,

Joann Klaben





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**FW: Special Magistrate Hearing SE 2025-01 Barefoot Beach Resort**

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**From** Lisa Scheuermann <LScheuermann@madeirabeachfl.gov>

**Date** Thu 4/24/2025 1:32 PM

**To** Morris, Andrew <Amorris@madeirabeachfl.gov>

*Lisa Scheuermann*  
Community Engagement Officer  
City of Madeira Beach  
727-409-3226  
[www.madeirabeachfl.gov](http://www.madeirabeachfl.gov)

For Business Tax Licensing applications, click the below link.

<https://www.mgoconnect.org/auth/login>



**From:** Jerry Klaben <jklaben99@gmail.com>

**Sent:** Thursday, April 24, 2025 1:16 PM

**To:** Planning <planning@madeirabeachfl.gov>

**Subject:** Special Magistrate Hearing SE 2025-01 Barefoot Beach Resort

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

My name is Jerry Klaben. I live at 13303 Gulf Ln, Madeira Beach - two houses north of the Barefoot Beach Resort. I am an affected party in hearing SE 2025-01. Unfortunately, I work during the day and am unable to attend the hearing in person. While my wife will be in person at the hearing and going into greater detail on all of the reasons why our family is opposed to rooftop usage at the Barefoot Resort, I would also like to clearly express that I am 100% against any rooftop usage/events/bar on the Barefoot Resort property.

My concerns include noise, public drunkenness, the inability for the town to "enforce" any restrictions that might be conditional to usage approval, and most importantly, a concern with the complete disregard that Barefoot Management has had in the past for rules, included in their Planned Development and continually reiterated to them by the Town. That last item is extremely important as past behavior is the best indicator of future potential behavior.

Gulf Lane, which runs between the two Barefoot Hotel properties, is a single width lane. It is primarily residential and lodging/sleep based. My first concern is noise. The noise that rooftop usage/events/bar will bring is contrary to the Barefoot claims that they will not disrupt the

characteristics of the neighborhood. Highlighting my concern about the disregard Barefoot has for the rules, Barefoot, despite the town saying no events, has held (unauthorized by town "rules" or PD) a Christmas party, multiple weddings, and other events in the past. The noise from the Christmas party music could be heard, not only inside of our house, but outdoors for more than a quarter mile in all directions. When called, their manager, Aaron, was belligerent, refused to turn the music down, and we had to call the police. Which leads to the third issue of "enforcement." When the police are called, they tell the residents honestly that they have no idea what rules the town has set in place regarding Planned Developments or Variance Restrictions. They had no idea events were not allowed on the roof. Also, when events occur and the town is notified after the fact, nothing is done to enforce the next event from happening.

If rooftop usage is approved, event/bar patrons will walk back and forth between the two Barefoot hotels across Gulf Lane to the rooftop bar. Pretty much any bar in any location has issues with public drunkenness, DUIs/DWIs, and security issues. These issues are not problems we want added to our quiet little lane and would be contrary to the current characteristics of the Gulf Lane Neighborhood.

Respectfully, I ask you to please say no to the Barefoot Beach Application SE 2025-01 and help the residents maintain Gulf Lane as a quiet, residential beachfront section of Madeira Beach.

Thank you,  
Jerry Klaben

Disclaimer: Under Florida law (Florida Statute 668.6076), email addresses are public records. If you do not want your email address released in response to a public records request, please do not send electronic mail to the City of Madeira Beach. Instead, contact the appropriate department/division.

From: Susan Blevins <suesstar@msn.com>  
 Sent: Thursday, April 24, 2025 11:00 AM  
 To: planning@madeirabeachfl.gov <planning@madeirabeachfl.gov>  
 Subject: Application SE2025-01

Hello,

I am writing to make sure my voice is heard in the event of not being able to attend the meeting on Monday concerning the Applicant Amanda Huffman/Barefoot Beach Resort.

I thought a few years back that it was decided that a roof top bar on the roof of Barefoot Beach would not be permitted. It is exhausting to the residence on Gulf Lane to have to continually watch over our neighborhood to ensure that the city does not try to consent to what other neighborhoods would never allow. I mean let's get real. Do you want a bar in your neighborhood? Of course not!

If you need another list of reasons why this is absurd, then I will gladly give you, my reasons. I have lived at 13356 Gulf Blvd for 43 years. When I first purchased my home there was a bar located across the street and down from my house. It was loud, not with just music, that was the most tolerable sound, but with loud drunken voices that carry, fighting, and almost every evening the police, with their sirens on, would have to come and arrest someone.

Eventually they leave the establishment to venture out into the area. The beach is the perfect place to carry on the party, and in order to get there they have to walk through our neighborhood. There has been plenty of times I have stumbled on kids having sex in the sea dunes. What about the increase of crimes like rape?


In the past, I would have intoxicated people walking around my house, asking my son questions and making themselves comfortable on my outdoor furniture. On occasion I would wake to find someone sleeping on one of my chaises. I get it, they are on vacation and that is all that matters to them. They don't see that people actually live and work regular lives here, and most don't care. Of course, this is not everyone but it is enough to have to be on the lookout all the time.

You never feel completely safe. Especially at spring break. I was always having to pick up trash in my yard. One year a man was shot and killed and found on the beach the next day. Then there is the topic of having to have additional police force, and who pays for that?

The residents and visitors alike enjoy using the lane to walk to and from John's Pass, a peaceful road to walk vs walking on Gulf Blvd. We certainly don't need to hear embarrassing remarks from above as we pass Barefoot Beach Resort.

There are plenty of places that sell alcohol in John's Pass and on the East side of the street that visitors can patronize. I don't think Barefoot is not concerned with the residents, only increasing their bottom line. It seems a bit redundant to have to repeat these request for ordinance changes and meetings with the residents. We don't want a bar where we live!! Come on guys please listen to us, the answer is not going to change. Certainly not for me.

Thank you for hearing my voice. I just want what every other neighborhood wants... A home where you find Peace, quiet, and safety from the world around you, and a place our children and grandchildren can come without worry.

  
 Susan Blevins  
 13356 Gulf Blvd  
 Madeira Beach, FL





13070 Gulf Boulevard • Madeira Beach, Florida 33708 • (727) 399-2255

April 24, 2025

City Council  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

Dear Members of the City Council,

I am writing on behalf of the 1,440 owners at All Seasons Resort to express our strong opposition to the proposed addition of a rooftop bar with live music at the Barefoot Beach Club, located near our property.

While we recognize and support the need for vibrant tourism and local business growth, the proposal for a rooftop venue with music raises significant concerns about noise, disruption, and the impact on the quiet, family-friendly environment that our resort community values. The All Seasons Resort has served as a peaceful retreat for vacationers and owners for many years, and the introduction of rooftop entertainment so close by threatens to fundamentally alter the character of our surroundings.

The anticipated noise—particularly during evening and nighttime hours—will not only disturb our guests' experience but also diminish the residential appeal and potentially impact property values. This type of development is simply incompatible with the nature of our resort and the expectations of those who choose to spend their time and invest in our community.

We respectfully urge the City Council to consider the concerns of local residents and resort owners and to deny the permit for a rooftop bar with music at the Barefoot Beach Club. We ask instead that developments in Madeira Beach prioritize harmony with the established community and the peaceful ambiance that draws people here in the first place.

Thank you for your time and thoughtful consideration.



Sincerely,

**Randy Paradine**

Resort Manager

On behalf of 1,440 Owners at All Seasons Resort

4/21/25

To all concerned:

My name is John Napariu, and I am the President of the Chambre condo association, located at 13336 Gulf Blvd. Madeira Beach, FL 33708.

Please accept this letter as our united stance on the proposal for liquor to be served at the Barefoot Beach Club/Resort, located at 13220 Gulf Blvd, Madeira Beach, FL 33708.

Unfortunately, we are not able to have representatives at the upcoming meeting; but a letter of our stance was suggested by the City of Madeira Beach Mayor Anne-Marie Brooks.

The Chambre board supported by a unanimous position by all twenty-five owners would not want to see liquor sold at the Barefoot Beach Club/Resort. We feel that such action could cause disruption to our neighborhood from a noise, traffic, and crime standpoint.

Please accept this letter as our official stance.

Respectfully submitted,

John Napariu

President Chambre Condo Association

Cell: 317-448-0377



Outlook

## FW: A Plea to Preserve Our Gulf Lane Legacy

From Lisa Scheuermann <LScheuermann@madeirabeachfl.gov>

Date Wed 5/21/2025 8:29 AM

To Morris, Andrew <Amorris@madeirabeachfl.gov>

Please see below.

Lisa Scheuermann  
Community Engagement Officer  
City of Madeira Beach  
727-409-3226  
[www.madeirabeachfl.gov](http://www.madeirabeachfl.gov)

For Business Tax Licensing applications, click the below link.

<https://www.mgoconnect.org/auth/login>

-----Original Message-----

From: **Dr. Hutchinson** <doctorhutch@gmail.com>

Sent: Tuesday, May 20, 2025 6:06 PM

To: Planning <planning@madeirabeachfl.gov>; planning@madeirabeach-fl.gov

Cc: VanBlargan, Clara <cvanblargan@madeirabeachfl.gov>

Subject: A Plea to Preserve Our Gulf Lane Legacy

<p style="color:red">CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.</p>

A Plea to Preserve Our Gulf Lane Legacy

To The Magistrate for SE 2025-01 Amanda Huffman and Barefoot Beach Officials:

Our Gulf Lane neighborhood stands as a living testament to Florida's authentic coastal heritage. These cottages and family homes aren't merely structures – they embody the soul of a community that has weathered countless storms while maintaining its distinctive character. Unlike the generic high-rise experiences increasingly dominating our coastlines, we offer something increasingly rare: genuine Florida charm.

You need only look to the Indian Rocks Beaches to see how thoughtful preservation of mixed-use coastal areas creates environments that benefit everyone. Tourists seeking authentic experiences specifically choose communities like ours over standardized hotel options. Meanwhile, homeowners provide the stability, community investment, and passionate stewardship that maintain the very qualities visitors treasure.

Would you choose to live next to venues with blaring music and disorderly guests who trespass onto your property? We already endure significant disruptions from establishments across Gulf Boulevard. Each additional encroachment doesn't just inconvenience residents – it erodes the very essence of what makes our beach community special.

The threat extends beyond our neighborhood to the endangered sea turtles that nest on our shores. Barefoot's decade-long history of ignoring turtle-friendly lighting regulations raises serious questions about their commitment to environmental stewardship, especially considering their plans for rooftop gatherings. With our protective dunes now gone after recent hurricanes, these creatures face unprecedented vulnerability.

If Barefoot has consistently disregarded environmental responsibilities that protect vulnerable wildlife, what confidence can neighboring residents have that they'll respect reasonable noise limitations or community concerns?

I urge you to recognize what's truly at stake: not just the peace of our homes, but the preservation of an irreplaceable coastal neighborhood that represents the authentic Florida experience increasingly vanishing from our shores.

Respectfully,

Dr. Linton Hutchinson

Beck Hutchinson

102 131st Ave. West

Madeira Beach

Disclaimer: Under Florida law (Florida Statute 668.6076), email addresses are public records. If you do not want your email address released in response to a public records request, please do not send electronic mail to the City of Madeira Beach. Instead, contact the appropriate department/division.

**Alvaro Daniel Saenz, M.D.**  
13398 Gulf Lane #101  
Madeira Beach Florida 33708  
saenz\_alvaro@hotmail.com  
305-898-0050

**05-26-2025**

**Subject: Special Magistrate Application SE2025-01Amanda Huffman Barefoot Beach**

Dear Madeira Beach Administrator,

I am writing as a concerned resident of Madeira Beach to strongly oppose the application for a liquor license by Barefoot Beach Club, located at 13220 Gulf Blvd, Madeira Beach, FL 33708.

Granting this license would significantly and negatively impact our neighborhood. We are already a peaceful residential area, and the introduction of alcohol service at Barefoot Beach poses several serious concerns:

1. **Increased Noise and Disruption:** The sale of alcohol typically results in louder crowds, late-night gatherings, and amplified music. This would disturb the quiet nature of our neighborhood, especially during nighttime hours when families and children are trying to rest.
2. **Public Safety and Alcohol-Related Issues:** With alcohol often comes an increase in public disturbances, intoxicated behavior, and potentially unsafe environments. This is especially alarming considering our community's makeup, which includes many young families.
3. **Negative Impact on Children:** As a parent of four young children, I am deeply concerned about the influence and exposure they would have to intoxicated guests, increased traffic, and possibly unsafe situations. A liquor license at this location jeopardizes the safe, family-oriented atmosphere we value so highly.

I respectfully urge you to consider the well-being of our residents and families and to deny Barefoot Beach's application for a liquor license. Our neighborhood's character, safety, and family-friendly environment must be protected.

Thank you for your time and consideration.

Sincerely,

**Alvaro Daniel Saenz, M.D.**



Name:

Address:

City, State, Zip Code:

Date:

Madeira Beach Board of Commissioners

300 Municipal Drive

Madeira Beach, FL 33708.

Re: Special Magistrate SE 2025-01

Re: 2COP Alcoholic Beverage License Application #2023-06 for Barefoot Beach Club

Dear Madeira Beach Board of Commissioners:

This letter is to notify you regarding problematic concerns with the 2COP Alcoholic Beverage License Application #2023-06 for Barefoot Beach Club. The administrative staff of Barefoot Beach Club (BBC) has held events at its property, which are not compliant with the intent of use for the facility. This has brought noise, parking issues, and fireworks into the community. The BBC has been notified of several issues related to nuisances that include those listed above as well as others. The administrative staff has refused to work with the neighborhood regarding its concerns as well as the nuisances created by the events it has held.

Additionally, there are already two event venues within the vicinity of Barefoot Beach Club:

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| Madeira Beach, FL 33708         | Madeira Beach, FL 33708 |

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The neighborhood is already experiencing nuisance complaints that have been called into the Pinellas County Sherriff's non-emergency line because of BBC and the other venues. We do not wish to have these documented existing issues exacerbated by the BBC adding alcohol sales to the primarily residential neighborhood they are in, which will result in even more noise, congestion, safety issues, and other nuisances. Please reject the 2COP Alcoholic Beverage License Application #2023-06 for Barefoot Beach Club because the business is already not working in good faith with the community.

Sincerely,  
Signature:

Name:



Name: DAVID HALENOR  
 Address: 13355 1ST ST E  
 City, State, Zip Code: MADEIRA BEACH, FL 33708  
 Date: 12-4-2023

Madeira Beach Board of Commissioners  
 300 Municipal Drive  
 Madeira Beach, FL 33708

Re: Special Magistrate SE 2025-01

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Sincerely,  
 Signature: David M. Halenor

Name: David Halenor

Name: Rex Hall  
 Address: 115 Boca Ciega Dr  
 City, State, Zip Code: Madeira Beach, FL, 33708

Date: 12/4/23

Madeira Beach Board of Commissioners  
 300 Municipal Drive  
 Madeira Beach, FL 33708

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Sincerely,  
 Signature: Rex Hall

Name: Rex Hall



Name: Carole Hall  
 Address: 115 Boca Alegre Dr  
 City, State, Zip Code: Madara Beach, FL 33708

Date: 12-4-2023

Madeira Beach Board of Commissioners  
 300 Municipal Drive  
 Madeira Beach, FL 33708

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Sincerely,  
 Signature: Carole M Hall

Name: Carole M Hall

Name: Matthew Moss  
 Address: 13444 1st St E  
 City, State, Zip Code: Madeira Beach FL 33708  
 Date:

Madeira Beach Board of Commissioners  
 300 Municipal Drive  
 Madeira Beach, FL 33708

Re: Special Magistrate SE 2025-01

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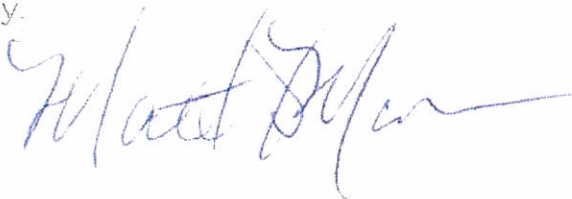
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Sincerely,  
 Signature:



Name:



Name: CHARLES HOFER  
 Address: 13341, 1ST ST E  
 City, State, Zip Code: MADEIRA BEACH FL 33708

Date: 12-5-23

Madeira Beach Board of Commissioners  
 300 Municipal Drive  
 Madeira Beach, FL 33708

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Sincerely,  
 Signature:



Name: CHARLES HOFER

Name: Joseph W. Schneider  
 Address: 13331 1<sup>st</sup> Street E  
 City, State, Zip Code: Madeira Beach, FL 33708

Date: 12/09/2023

Madeira Beach Board of Commissioners  
 300 Municipal Drive  
 Madeira Beach, FL 33708

Re: Special Magistrate SE 2025-01

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Sincerely,  
 Signature:

*Joseph W. Schneider*

Name:

Joseph W Schneider



Name: *LISA AMMONS*  
 Address: *13331 GULF BLVD*  
 City, State, Zip Code: *MADEIRA BEACH FL 33708*

Date: *12-2-23*

Madeira Beach Board of Commissioners  
 300 Municipal Drive  
 Madeira Beach, FL 33708

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Sincerely,  
 Signature:

*Lisa Ammons*

Name:

Name: Sharon Schneider  
 Address: 13331 1<sup>st</sup> St. E.  
 City, State, Zip Code: Madeira Beach, FL 33708

Date: 12/09/2023

Madeira Beach Board of Commissioners  
 300 Municipal Drive  
 Madeira Beach, FL 33708

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Sincerely,  
 Signature:

*Sharon Schneider*

Name:

Sharon Schneider



Name: Joseph Grabert  
 Address: 13324 1st East  
 City, State, Zip Code: Madeira Beach, FL, 33708

Date: 12-5-2023

Madeira Beach Board of Commissioners  
 300 Municipal Drive  
 Madeira Beach, FL 33708

Re: Special Magistrate SE 2025-01  
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Sincerely,  
 Signature:



Name: Joseph Grabert

Name: Timothy Lawler  
 Address: 13444 1st St. E.  
 City, State, Zip Code: Madeira Beach, FL 33708  
 Date: 12-4-2023

Madeira Beach Board of Commissioners  
 300 Municipal Drive  
 Madeira Beach, FL 33708

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These two venues have cluttered the streets with parked cars. Frequently, they have taken both sides of the street, making the roadways impassible. They are supposed to have live entertainment within its facilities. However, they do not close the doors and the sound is a nuisance to the neighborhood.

The neighborhood is already experiencing nuisance complaints that have been called into the Pinellas County Sherriff's non-emergency line because of BBC and the other venues. We do not wish to have these documented existing issues exacerbated by the BBC adding alcohol sales to the primarily residential neighborhood they are in, which will result in even more noise, congestion, safety issues, and other nuisances. Please reject the 2COP Alcoholic Beverage License Application #2023-06 for Barefoot Beach Club because the business is already not working in good faith with the community.

Sincerely,  
 Signature:

Timothy Lawler

Name:



Name: Joan Ferst  
 Address: 13324 1st St. E  
 City, State, Zip Code: Madeira Beach, FL 33708

Date: 12-4-2023

Madeira Beach Board of Commissioners  
 300 Municipal Drive  
 Madeira Beach, FL 33708

**Re: 2COP Alcoholic Beverage License Application #2023-06 for Barefoot Beach Club**

Dear Madeira Beach Board of Commissioners:

This letter is to notify you regarding problematic concerns with the 2COP Alcoholic Beverage License Application #2023-06 for Barefoot Beach Club. The administrative staff of Barefoot Beach Club (BBC) has held events at its property, which are not compliant with the intent of use for the facility. This has brought noise, parking issues, and fireworks into the community. The BBC has been notified of several issues related to nuisances that include those listed above as well as others. The administrative staff has refused to work with the neighborhood regarding its concerns as well as the nuisances created by the events it has held.

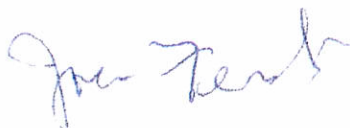
Additionally, there are already two event venues within the vicinity of Barefoot Beach Club:

- |                                 |                         |
|---------------------------------|-------------------------|
| 1. Tide the Knot Beach Weddings | 2. The West Events      |
| 13443 Gulf Blvd                 | 13435 Gulf Blvd         |
| Madeira Beach, FL 33708         | Madeira Beach, FL 33708 |

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Sincerely,  
 Signature:



Name:

Name: ROBIN HALENDA  
 Address: 13355, 1ST. ST. E.  
 City, State, Zip Code: MADEIRA BEACH, FL. 33708

Date: 12-4-2023

Madeira Beach Board of Commissioners  
 300 Municipal Drive  
 Madeira Beach, FL 33708

Re: Special Magistrate SE 2025-01

Re: 2COP Alcoholic Beverage License Application #2023-06 for Barefoot Beach Club

Dear Madeira Beach Board of Commissioners:

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Sincerely,

Signature: ROBIN HALENDA

Robin Halenda  
 Name: ROBIN HALENDA



Name: Ruth Goodman  
 Address: 13400 1st St E Apt. 1  
 City, State, Zip Code: Madeira Beach FL 33708

Date: Dec 3, 2023

Madeira Beach Board of Commissioners  
 300 Municipal Drive  
 Madeira Beach, FL 33708

Re: Special Magistrate SE 2025-01  
 Re: 2COP Alcoholic Beverage License Application #2023-06 for Barefoot Beach Club

Dear Madeira Beach Board of Commissioners:

This letter is to notify you regarding problematic concerns with the 2COP Alcoholic Beverage License Application #2023-06 for Barefoot Beach Club. The administrative staff of Barefoot Beach Club (BBC) has held events at its property, which are not compliant with the intent of use for the facility. This has brought noise, parking issues, and fireworks into the community. The BBC has been notified of several issues related to nuisances that include those listed above as well as others. The administrative staff has refused to work with the neighborhood regarding its concerns as well as the nuisances created by the events it has held.

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Sincerely,  
 Signature: Ruth Goodman

Name: Ruth Goodman



# Memorandum

**Meeting Details:** June 11, 2025 – Board of Commissioners Workshop  
**Prepared For:** Honorable Mayor Brooks and the Board of Commissioners  
**Staff Contact:** Community Development Department  
**Subject:** Master Agreement UF, Task Order 08: Impact Fees

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## **Background**

Impact fees are one-time charges imposed by local governments on new development to fund infrastructure and capital improvements necessitated by growth. These fees help ensure that new development pays a fair share of the cost of public facilities such as roads, parks, schools, and utilities.

In Florida, the authority for local governments to impose impact fees is derived from home rule powers under Article VIII of the Florida Constitution and is further governed by state statutes and case law. The primary statute governing impact fees is Florida Statutes §163.31801, commonly referred to as the Florida Impact Fee Act.

## **Discussion**

Madeira Beach impact fees were adopted in June of 2021 and in effect April 1, 2022. The fee rate increases each fiscal year until October 2028 when the fees are at 100% of the calculated rate (page 6 and 7 of Ordinance 2021-10).

Adjustments to the impact fees require an updated impact fee study by a qualified consultant that reviews a rational connection between the fee imposed and the need for additional capital facilities generated by the new development, and proportionality between the fee amount and the cost of the improvements needed to serve the development.

Pinellas County also has impact fees that are collected locally (Chapter 150 of the Pinellas County Code). Half of this fee is retained locally and used for multimodal. Pinellas County is currently reviewing and studying their multimodal impact fees.

In November 2024, building permit fees were reduced from 2% to 1%. Revenue from these fees goes into the building fund, which is restricted to covering building department-related expenses only. Impact fees are also collected but are limited to funding capital projects in the categories of culture and recreation, mobility, or public safety.

The Board of Commissioners (BOC) discussed at the last BOC workshop the idea of creating a waiver or potential credits for residents elevating their homes and/or reviewing different rates for commercial versus residential impact fees.

**Fiscal Impact**

Task Order 08 is \$30,000.00 which encompasses trainings, workshops, and a summary report of the local impact fees to the Board of Commissioners, Planning Commission, and staff.

**Recommendation(s)**

Staff recommends continuing the current impact fees and using the funds for projects.

**Attachments/Corresponding Documents**

- UF Master Agreement, Task Order 08
- Ordinance 2021-10 Creation of a proportionate-share development fee (impact fee)
- Final LOS Standards Report – Revised February 2021
- Impact Fee Calculations (06/04/2025)

**MASTER AGREEMENT UF Agreement #AGR00014483**  
**TASK ORDER #08**

**Project Title:**

Madeira Beach Task Order 08

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**City Sponsor Technical Representative Contact Information:**

Robin I Gomez; 727-392-9951 ext. 227; [rgomez@madeirabeachfl.gov](mailto:rgomez@madeirabeachfl.gov); 300 Municipal Drive Madeira Beach, FL 33708

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**University Principal Investigator Contact Information:**

Gerald Murphy; 239-322-8510; [murphyge@ufl.edu](mailto:murphyge@ufl.edu); PO Box 110940, GAINESVILLE, FL, 32611-0940

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**Detailed Scope of Project → See attached EXHIBIT A**

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**Funding:**

Total amount funded under this TO: NTE \$30,000

**Payment Structure:**

See attached EXHIBIT A

**Performance Period:** June 1, 2025 – June 30, 2026

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CITY OF MADEIRA BEACH, FLORIDA

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By: \*\*\*DO NOT SIGN – SAMPLE TO  
 Authorized Signature

By: \*\*\*DO NOT SIGN – SAMPLE TO  
 Authorized Signature

\_\_\_\_\_  
 Printed Name & Title

\_\_\_\_\_  
 Printed Name & Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

I acknowledge and agree to the terms of the Master Agreement Section 1.1 and Articles 2 and 4, and I reaffirm that I have assigned to University all of my right, title, and interest in any Intellectual Property.

\*\*\*DO NOT SIGN – SAMPLE TO  
 GERALD MURPHY, JD, AICP, CFM  
 University Principal Investigator

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## EXHIBIT A

	UF Agreement #AGR00014483—TASK ORDER #8 DETAILED SCOPE OF PROJECT:	PLANNING OFFICIALS WORKSHOP, PROPORTIONATE FAIR SHARE DEVELOPMENT FEE REVIEW & REPORT	PERFORMANCE TIMELINE	PAYMENT SCHEDULE	
Subtask:	In Collaboration with City Staff:	TASK - Prepare for and Conduct Florida Planning Officials Training (“POT”) in re: Proportionate Fair-Share Development Fees (PFD Fees), Canvass LPA/PZ, Community, and BOC for Suggested Changes to PFD Fees	Date:	Invoice Date:	Amount
1		Organizational Kick-off Meeting with City Manager and Department Heads; Plan and Schedule Public Workshop(s) for Florida POT with Focus on PFD Fees and Regulations	8/01/2025	10/31/2025	\$5,000
2		Prepare for and Conduct Florida POT, Focus on PFD Fees at Two (2) LPA/PZ Meeting(s); Distribute Materials; Begin to Collect Public Input on PFD Fees with Focus on Relevant Comprehensive Plan and Land Development Regulations	12/01/2025	1/31/2026	\$10,000
3		Prepare for and Conduct Two (2) Public Workshops at LPA/PZ Meetings; Gather Public Input on PFD Fees; Draft Summary Report; Present Draft Summary Report to LPA/PZ; Receive Recommendations and Revise Report accordingly; Present Report to BOC	2/01/2026	4/30/2026	\$15,000
				TOTAL NTE	\$30,000

# **ORDINANCE NO. 2021-10**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO AMEND CHAPTER 92, THE CITY OF MADEIRA BEACH PROPORTIONATE-SHARE DEVELOPMENT FEE ORDINANCE TO REGULATE THE USE AND DEVELOPMENT OF LAND IN THE CITY OF MADEIRA BEACH; IMPOSING A PROPORTIONATE-SHARE DEVELOPMENT FEE (IMPACT FEE) ON LAND DEVELOPMENT AND REDEVELOPMENT IN THE CITY OF MADEIRA BEACH FOR PROVIDING IMPROVED MUNICIPAL CULTURE AND RECREATION AND PUBLIC SAFETY FACILITIES AND SERVICES NECESSITATED BY SUCH LAND DEVELOPMENT AND REDEVELOPMENT; STATING THE AUTHORITY FOR ADOPTING THE ORDINANCE; MAKING LEGISLATIVE FINDINGS; AMENDING ORDINANCE SECTIONS 92-2, PURPOSE; 92-10, DEFINITIONS; 92-20, COMPUTING THE AMOUNT OF PROPORTIONATE-SHARE DEVELOPMENT FEES; 92-21, INDEPENDENT FEE CALCULATION; 92-25, PAYMENT OF FEES; 92-26, DEPOSIT INTO TRUST FUND; 92-35, PROPORTIONATE-SHARE DEVELOPMENT FEE TRUST FUNDS ESTABLISHED; 92-40, USE OF TRUST FUNDS FOR CAPITAL IMPROVEMENTS; 92-42, USE OF TRUST FUNDS FOR DEBT SERVICE; 92-43, USE OF TRUST FUNDS FOR REIMBURSEMENT; 92-44, ANNUAL REPORT ON USE OF TRUST FUNDS; 92-52, APPLICATION FOR REFUND OF FEES PAID; 92-55, EXEMPTIONS; 92-67, BASIS FOR ADJUSTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the authority conferred by the Constitution of the State of Florida, Article VIII, Section 2, and pursuant to Section 1-12 of the Code of Ordinances of the City of Madeira Beach, Florida ("City"), the Board of Commissioners of the City has determined that it is necessary to amend Chapter 92 of the Code of Ordinances for the purpose of promoting the health, safety, morals, convenience, order, prosperity, and general welfare of the City; and

**WHEREAS**, the Board of Commissioners of the City has explored the feasibility of imposing proportionate-share development fees; and

**WHEREAS**, the City is a tourism destination resort community providing improved municipal culture and recreation and public safety facilities and services to citizens and visitors alike to support a high quality of life; and

**WHEREAS**, the Board of Commissioners of the City supports the Chambers of Commerce and the St. Petersburg/Clearwater Area Convention and Visitors Bureau, organizations that together spend millions of dollars annually to promote tourism and visitation to Madeira Beach and the other Gulf of Mexico barrier island beaches; and

**WHEREAS**, The St. Petersburg/Clearwater area, in which the City is located, is the leading destination on the Gulf Coast in the U.S., drawing more than 6.8 million overnight visitors in 2019; and

210630 BOC APPROVED

Ordinance 2021-10

Page 1 of 9



**WHEREAS**, the Board of Commissioners of the City finds that the impacts of citizens and visitors upon the improved municipal culture and recreation and public safety facilities and services of the City are roughly equivalent and proportional in their demand by building area as measured by the Pinellas County Property Appraiser; and

**WHEREAS**, the City of Madeira Beach Comprehensive Plan defines building area to mean the enclosed area of a building within the municipal boundaries of 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; and

**WHEREAS**, the Board of Commissioners of the City finds increased building area within the municipal limits of the City increases the demands upon the Board of Commissioners of the City's improved municipal culture and recreation and public safety facilities and services; and

**WHEREAS**, the Board of Commissioners of the City seeks to sustain the level-of-service standards for improved municipal culture and recreation and public safety facilities and services as the City grows and redevelops in the future; and

**WHEREAS**, the Board of Commissioners of the City finds that sustaining the level-of-service standards for improved municipal culture and recreation and public safety facilities and services entails providing additional improvements to the Board of Commissioners of the City's improved municipal culture and recreation and public safety facilities and services; and

**WHEREAS**, the Board of Commissioners of the City finds that providing additional improvements to the City's improved municipal culture and recreation and public safety facilities and services entails additional expense to the City, which expense should be borne by the persons permitted to increase the building area within the municipal limits of the City; and

**WHEREAS**, the Board of Commissioners of the City has quantified the expense of providing additional improvements to the improved municipal culture and recreation and public safety facilities and services and seeks to recover the proportionate-share of that expense from persons permitted to increase the building area within the municipal limits of the City; and

**WHEREAS**, the Florida Legislature, through the enactment of Florida Statutes Section 163.31801 ("the Florida Impact Fee Act") has recognized the authority of the Board of Commissioners of the City to enact proportionate-share development fees or "impact fees"; and

**WHEREAS**, the Board of Commissioners of the City has calculated the proportionate-share development fee for improved municipal culture and recreation and public safety facilities and services based on the most recent and localized data; and

**WHEREAS**, the Board of Commissioners of the City provides for accounting and reporting proportionate-share development fee collections and expenditures, and accounting for the fee revenues and expenditures in a separate accounting fund; and

**WHEREAS**, the Board of Commissioners of the City has provided notice not less than 90 days before the effective date of this ordinance imposing new proportionate-share development fees; and

**WHEREAS**, the Board of Commissioners of the City provides for collection of the proportionate-share development fees on the date of issuance of a building permit for the property subject to the fee; and

**WHEREAS**, the Board of Commissioners of the City finds that the proportionate-share development fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by new residential or nonresidential development or redevelopment construction; and

**WHEREAS**, the Board of Commissioners of the City finds that the proportionate-share development fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential development or redevelopment construction; and

**WHEREAS**, the Board of Commissioners of the City provides for specifically earmarking funds collected under the proportionate-share development fee for use in acquiring, constructing, or improving capital facilities to benefit new users; and

**WHEREAS**, the Board of Commissioners of the City provides that revenues generated by the proportionate-share development fees may not be used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by new residential or non-residential development or redevelopment construction; and

**WHEREAS**, the Board of Commissioners of the City provides that if the Board of Commissioners of the City increases its proportionate-share development fee rates, a holder of any proportionate-share development fee credits—whether such credits are granted under Florida Statutes sections 163.3180, 380.06, or otherwise—that were in existence before the 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; and

**WHEREAS**, the Board of Commissioners of the City provides that audits of financial statements of the City that are performed by a certified public accountant pursuant to Florida Statutes section 218.39 and submitted to the Auditor General will include an affidavit signed by the chief financial officer of the

City stating that the City has complied with Florida Statutes section 163.31801; and

**WHEREAS**, the Board of Commissioners of the City, in addition to the items that must be reported in the annual financial reports under Florida Statutes section 218.32, will report all of the following data on all proportionate-share development fees charged:

(a) The specific purpose of the fee, including the specific infrastructure needs to be met including, but not limited to, mobility, parks, water, sewer, and schools; and

(b) The fee schedule policy describing the method of calculating fees; and

(c) The amount assessed for each purpose and each type of development or redevelopment construction; and

(d) The total amount of impact fees charged by type of development or redevelopment construction; and

(e) Each exception and waiver provided for construction or development of housing that is affordable as defined in Florida Statutes section 420.9071; and

**WHEREAS**, the City of Madeira Beach Comprehensive Plan contains a Capital Improvements Element with level-of-service standards for the planning horizon of the Comprehensive Plan; and the Board of Commissioners of the City has submitted those portions of the Comprehensive Plan to the Pinellas County MPO ("Forward Pinellas") in Forward Pinellas' capacity as the Pinellas Planning Council, in accordance with the requirements of Forward Pinellas' *Countywide Rules*; and

**WHEREAS**, the Florida Department of Economic Opportunity, by letter dated January 8, 2021, reviewed the level-of-service standards and offered no objections, recommendations, or comments in its statutorily-required Report regarding the City's level-of-service standards; and

**WHEREAS**, the Board of Commissioners of the City must expand the capacity of its improved municipal culture and recreation and public safety facilities and services to maintain the City of Madeira Beach Comprehensive Plan's current level-of-service standards if land development and redevelopment construction is to be accommodated without decreasing the quality of life of the City's citizens and visitors; and

**WHEREAS**, the Board of Commissioners of the City finds that this capacity expansion is necessary to protect the health, safety, morals, convenience, order, prosperity, and general welfare of the City's citizens and visitors and is consistent with the City's Comprehensive Plan; and

**WHEREAS**, the Board of Commissioners of the City finds that collecting proportionate-share development fees is a preferred method of ensuring the availability of improved municipal culture and recreation and public safety facilities and services necessary to accommodate land development and redevelopment construction; and

**WHEREAS**, the Board of Commissioners of the City finds that land development and redevelopment construction that increases building area will create demand for additional improved municipal culture and recreation and public safety facilities and services; and

**WHEREAS**, the Board of Commissioners of the City finds that the proportionate-share development fees established by this Ordinance are derived from, based upon, and do not exceed the proportionate share of the costs of providing additional improved municipal culture and recreation and public safety facilities and services necessitated by the land development and redevelopment construction on which the fees are levied; and

**WHEREAS**, the Board of Commissioners of the City adopts the report entitled "City of Madeira Beach Proportionate-Share Development Fees and Regulations: Culture and Recreation and Public Safety," ("Culture and Recreation and Public Safety Report") dated April 2021, and finds the Culture and Recreation and Public Safety Report provides analysis, evidentiary bases, and methodology for determining the impact of land development and redevelopment construction on the need for and costs of additional improved municipal culture and recreation and public safety facilities and services provided by the Board of Commissioners of the City.

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

**Section 1. Short Title, Authority, and Applicability:**

That the Code of Ordinances, City of Madeira Beach, Florida, is hereby amended by amending chapter 92, which said chapter is cited as "The City of Madeira Beach Proportionate-Share Development Fee Ordinance" to read as follows:

**Section 92-1. Intent. [No changes.]**

**Section 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.

**Sections 92-3. through 92-9. [No changes.]**

**Section 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:

[\* \* \*]

“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 public safety facilities and services” means the land, capital equipment, capital facilities, and other improvements necessary to deliver the City’s public safety services.

[\* \* \*]

Sections 92-11 through 92-19. [No changes.]

Section 92-20. Computing the Amount of Proportionate-Share Development Fees.

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

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

RATIO:

(\$39.68 \* 0.299650) = \$11.89 PER FT<sup>2</sup>

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

(\$12.46 \* 0.120362) = \$1.50 PER FT<sup>2</sup> B.A.

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

(\$5,292,709/8,871,213 FT<sup>2</sup>) = \$0.60 PER FT<sup>2</sup>

(2) The proportionate-share development fees provided in subsection (1) 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

<u>MUNICIPAL FACILITIES CATEGORY OR CLASS</u>	<u>FULL CURRENT CALCULATED FEE RATE</u>	<u>DISCOUNT PERCENTAGE (%) IMPLEMENTATION BY FISCAL YEAR</u>							
		<u>70%</u>	<u>60%</u>	<u>50%</u>	<u>40%</u>	<u>30%</u>	<u>20%</u>	<u>10%</u>	<u>0%</u>
		<u>04/1/22</u>	<u>10/1/22</u>	<u>10/1/23</u>	<u>10/1/24</u>	<u>10/1/25</u>	<u>10/1/26</u>	<u>10/1/27</u>	<u>10/1/28</u>
<u>Culture &amp; Recreation</u>	<u>\$11.89/ sq. ft. Building Area (B.A.)</u>	<u>\$3.57/ sq. ft. B.A.</u>	<u>\$4.76/ sq. ft. B.A.</u>	<u>\$5.94/ sq. ft. B.A.</u>	<u>\$7.13/ sq. ft. B.A.</u>	<u>\$8.23/ sq. ft. B.A.</u>	<u>\$9.52/ sq. ft. B.A.</u>	<u>\$10.70/ sq. ft. B.A.</u>	<u>\$11.89/ sq. ft. B.A.</u>

<u>Mobility</u>	<u>\$1.50/ sq. ft.</u> <u>B.A.</u>	<u>\$0.45/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$0.60/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$0.75/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$0.90/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$1.05/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$1.20/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$1.35/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$1.50/</u> <u>sq. ft.</u> <u>B.A.</u>
<u>Public Safety</u>	<u>\$0.60/ sq. ft.</u> <u>B.A.</u>	<u>\$0.18/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$0.24/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$0.30/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$0.36/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$0.42/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$0.48/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$0.54/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$0.60/</u> <u>sq. ft.</u> <u>B.A.</u>
<u>TOTAL</u>	<u>\$13.99/ sq.</u> <u>ft. B.A.</u>	<u>\$4.20/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$5.60/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$6.99/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$8.39/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$9.70/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$11.20</u> <u>/ sq. ft.</u> <u>B.A.</u>	<u>\$12.59/</u> <u>sq. ft.</u> <u>B.A.</u>	<u>\$13.99/</u> <u>sq. ft.</u> <u>B.A.</u>

(3) 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.

**Section 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.

**Sections 92-22 through 92-24. [No Changes.]**

**Section 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.

**Section 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.

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**Sections 92-27 through 92-34. [No changes.]**

**Section 92-35. Proportionate-share development fee trust funds established.** There is hereby established one (1) Improved Municipal Culture and Recreation Proportionate-Share Development Fee Trust Fund account, one (1) Improved Municipal Mobility Proportionate-Share Development Fee Trust Fund account, and one (1) 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.

**Sections 92-36 through 92-39. [No changes.]**

**Section 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.

**Sections 92-41 through 92-42. [No changes.]**

**Section 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.

**Section 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.

**Sections 92-45 through 92-51. [No changes.]**

**Section 92-52. Application for refund of fees paid.** Funds not encumbered or expended by the end of the calendar quarter immediately following seven (7) years from the date the proportionate-share development fees ~~was~~ 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 (1) 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 fee payer within 60 calendar days after the Administrator determines there is sufficient proof of the claim for a refund.

**Sections 92-53 through 92-66. [No changes.]**

**Section 92-67. Basis for adjustment.** The ~~basis~~bases for computing any adjustment in the fee schedule ~~is~~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.

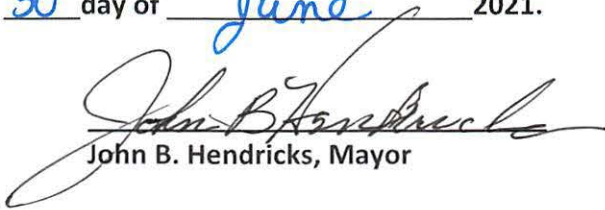
**Section 92-68 through 92-79. [No changes.]**

**Section 2. Severability:** The provisions of this ordinance shall be deemed severable. If any part of the ordinance is deemed unconstitutional, it shall not affect the constitutionality of the other portions of the ordinance.

**Section 3. Conflict:** All ordinances or parts of ordinances in conflict with the provision of this ordinance be hereby repealed insofar as the same affect this Ordinance.

**Section 4. Effective date:** Pursuant to Section 163.31801, Florida Statutes, this Ordinance is effective upon adoption and 90 days after the City provided notice of this Ordinance.


PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS 30 day of June, 2021.

  
John B. Hendricks, Mayor

ATTEST:

  
Clara VanBlargen, City Clerk

APPROVED AS TO FORM:

  
Thomas J. Trask, B.C.S. City Attorney

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**Tampa Bay Times**  
Published Daily

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

} ss

Before the undersigned authority personally appeared Virginia Marshall who on oath says that he/she is Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: City of Madeira Beach - ORDINANCE NO. 2021-10 was published in Tampa Bay Times: 6/16/21 in said newspaper in the issues of Tampa Bay Times\Local B\Full Run

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

  
Signature Affiant

Sworn to and subscribed before me this .06/16/2021

  
Signature of Notary Public

Personally known       X       or produced identification

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



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

Item 12A.

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter, and Florida Statutes §166.041(3)(a) and 163.31801:

**NOTICE IS HEREBY GIVEN**, the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing** for the adoption of proposed Ordinance No. 2021-10 on Wednesday, June 30, 2021 at 5:00 p.m. The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The title of said Ordinance is as follows:

**ORDINANCE NO. 2021-10**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO AMEND CHAPTER 92, THE CITY OF MADEIRA BEACH PROPORTIONATE-SHARE DEVELOPMENT FEE ORDINANCE TO REGULATE THE USE AND DEVELOPMENT OF LAND IN THE CITY OF MADEIRA BEACH; IMPOSING A PROPORTIONATE-SHARE DEVELOPMENT FEE (IMPACT FEE) ON LAND DEVELOPMENT AND REDEVELOPMENT IN THE CITY OF MADEIRA BEACH FOR PROVIDING IMPROVED MUNICIPAL CULTURE AND RECREATION AND PUBLIC SAFETY FACILITIES AND SERVICES NECESSITATED BY SUCH LAND DEVELOPMENT AND REDEVELOPMENT; STATING THE AUTHORITY FOR ADOPTING THE ORDINANCE; MAKING LEGISLATIVE FINDINGS; AMENDING ORDINANCE SECTIONS 92-2, PURPOSE; 92-10, DEFINITIONS; 92-20, COMPUTING THE AMOUNT OF PROPORTIONATE-SHARE DEVELOPMENT FEES; 92-21, INDEPENDENT FEE CALCULATION; 92-25, PAYMENT OF FEES; 92-26, DEPOSIT INTO TRUST FUND; 92-35, PROPORTIONATE-SHARE DEVELOPMENT FEE TRUST FUNDS ESTABLISHED; 92-40, USE OF TRUST FUNDS FOR CAPITAL IMPROVEMENTS; 92-42, USE OF TRUST FUNDS FOR DEBT SERVICE; 92-43, USE OF TRUST FUNDS FOR REIMBURSEMENT; 92-44, ANNUAL REPORT ON USE OF TRUST FUNDS; 92-52, APPLICATION FOR REFUND OF FEES PAID; 92-55, EXEMPTIONS; 92-67, BASIS FOR ADJUSTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Copies of the proposed Ordinance are available for inspection in the City Clerk's Office between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the proposed Ordinance, please contact Linda Portal, Community Development Director, at 727-391-9951, ext. 255 or 244.

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

Public comments can be submitted by email through the Public Comment form located on the front page of the City of Madeira Beach website. Comments are accepted up to three hours prior to the 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.*

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 231 or 223 or fax a written request to (727) 399-1131.

Clara VanBlargan, MMC, MSM, City Clerk

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## INTERIM REPORT



### **Proposed Level-of-Service (“LOS”) Standards**

Comprehensive Planning, Level-of-Service Standards, and Procedural and  
Substantive Statutory Requirements

University of Florida  
UF | IFAS Extension  
Program for Resource Efficient Communities

Gerald Murphy, JD, AICP, CFM  
Faculty Consultant, Editor

June 2020

Revised September 2020, February 2021

## **PROPOSED LEVEL-OF-SERVICE (“LOS”) STANDARDS:**

### Comprehensive Planning, Level-of-Service (“LOS”) Standards, and Procedural and Substantive Statutory Requirements

#### **OUTLINE**

- I. EXECUTIVE SUMMARY
- II. INTRODUCTION: PROPOSED LEVEL-OF-SERVICE (“LOS”) STANDARDS
- III. LEVEL-OF-SERVICE (“LOS”) STANDARDS
- IV. DRAFT ORDINANCE 2020-21: AMENDING THE COMPREHENSIVE PLAN
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  - B. Definitions
  - C. Renumbering and Retitling
  - D. General Accessibility Improvements
  - E. Mobility Element
  - F. Infrastructure Element
  - G. Culture and Recreation Element
  - H. Intergovernmental Coordination Element
  - I. Capital Improvements Element (“CIE”)
  - J. Schedule of Improvements (“Schedule”)
  - K. Level-of-Service (“LOS”) Standards
    - 1. Improved Municipal Culture and Recreation Facilities and Services
    - 2. Improved Municipal Mobility Facilities and Services
    - 3. Improved Municipal Public Safety Facilities and Services
- V. APPENDICIES
  - A. Municipal Facilities and Services—Level-of-Service (“LOS”) Standards: Data and Analysis
    - 1. Improved Culture and Recreation Facilities and Services Inventory
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    - 3. Improved Public Safety Facilities and Services Inventory
  - B. City of Madeira Beach Fixed Assets by Benefit-Cost Centers
    - 1. Culture and Recreation
    - 2. Mobility
    - 3. Public Safety
  - C. City of Madeira Beach Fixed Assets by Department
  - D. City of Madeira Beach Municipal Lands Inventory

## I. EXECUTIVE SUMMARY

This is the second Report on the City's efforts, in partnership with the University of Florida ("UF"), to explore the potential benefits of adopting proportionate-share development fees and regulations. The City provides improved municipal facilities and services to its citizens and visitors in addition to those provided by Pinellas County for which the County already collects some impact fees.

This Report describes proposed level-of-service ("LOS") standards to capture and begin to quantify these various improved municipal facilities and services. These LOS standards will form the comprehensive planning bases for potential proportionate-share development fees and regulations. To do so, however, these standards must be adopted into the City's Comprehensive Plan ("Plan"). Thus, this Report accompanies a draft Ordinance for consideration by the City to amend the Plan.

City leaders on numerous occasions during the progress of this partnership have expressed concern for the quality and quantity of language in the City's Plan and Code of Ordinances. To further the direction for more accessible language in the Plan, the draft Ordinance also provides a general "clean-up" of the current language in addition to the few substantive proposals to incorporate the LOS standards and other general matters of policy housekeeping implicated in the five (5) Plan elements touched by LOS standards and reviewed by this Report.

The Capital Improvements Program ("CIP") and the Five-Year Schedule of Capital Improvements ("Schedule") in the City's current Plan have not been reviewed nor formally updated in several years, so the draft Ordinance also includes proposed updates to the Capital Improvements Element ("CIE"), the CIP, and the Schedule. The LOS standards have been designed to comprehensively capture the valuable municipal and public resources employed to deliver the City's improved municipal facilities and services.

It may not be possible to include every aspect and expense of municipal service delivery in the proportionate-share development fees and regulations the City will develop from the bases of these proposed LOS standards. We believe, however, that the most thorough capture of these valuable resources will provide the most complete accounting and opportunity to capture the greatest bases upon which to develop the proportionate-share development fees and regulations that the state legislature, the Florida Statutes, and case law will allow.

On direction from the Board of City Commissioners and City Manager, UF stands ready to move forward on our collaboration with City administration to develop proportionate-share development fees and regulations under our existing master agreement for on-going planning services and support.



## II. INTRODUCTION: PROPOSED LEVEL-OF-SERVICE (“LOS”) STANDARDS

The City of Madeira Beach partners UF for planning services and support. Our current project explores a regulatory system of proportionate-share development fees to offset the impacts of new development and redevelopment on the community’s quality of life. The State of Florida has certain statutory requirements, provided in Florida Statutes (“F.S.”) Section 163.31801, that must be satisfied for the fees and their adopting regulations to be legally defensible.

This Report addresses the requirement that the regulations and resulting fees “must be based on the most recent and localized data.” F.S. Subsection 163.31801(a). This Report updates the data and analysis underpinning the Plan with more current inventory and fiscal data and provides a platform to revisit the most recent fiscal data and analysis during the annual budget process.

The data and analysis providing the bases for the existing LOS standards in the Plan is not current, nor does it address the current trends for the community’s future development. The updated data and analysis—and revised LOS standards, once adopted—will provide the bases for developing proportionate-share development regulations. Those regulations, and the fees calculated from them, must have a rational nexus to the need for additional improved municipal facilities and services necessitated by new development and redevelopment and establish that the expenditure of the funds derived from the fees will benefit the new development and redevelopment.

The conclusion of the prior Report on this Project made two recommendations:

**Recommendation: In conjunction with the statutorily-required Evaluation and Appraisal Review (“EAR”) of the Plan, the City should update the data and analysis that underpin the LOS standards, adopt appropriate LOS standards, and amend the Plan accordingly.**

**Recommendation: With current, legally defensible LOS standards in place, the City can develop the proportionate-share development regulations and fee schedule(s), adopt implementing ordinance(s), and begin collecting fees in conjunction with the issuance of building permits for new and redevelopment construction. The City’s Strategic Planning Report identifies “develop a City-wide mobility plan” as a priority. This seems like the appropriate place to begin proportionate-share development regulations and fee schedule(s) and first step moving forward.**

To address these recommendations UF—in collaboration with City staff from every department—are inventorying municipal lands, facilities, equipment, operations, and personnel and attributing them to each of three (3) major groupings of the improved municipal facilities and services provided by the City:

1. Improved Municipal Culture and Recreation Facilities and Services,
2. Improved Municipal Mobility Facilities and Services, and
3. Improved Public Safety Facilities and Services.

Following the assignment of municipal land assets, we will update the inventories of fixed assets, equipment, personnel, and annualized operating expenses to provide a more complete and more robust portrait of the infrastructure necessary to deliver these improved municipal facilities and services to the public.

The City is a beach and waterfront community and a major destination for Florida's and the Tampa Bay Region's tourism. As such, the City provides municipal services to its citizens and to countless visitors. This tourism and destination visitation increases what might otherwise be the normal citizen demand for municipal services to serve the needs of transient visitors at the same level as that of the citizenry. The majority of businesses serve the general public, and the businesses and residents that comprise the citizenry, experience both benefits from and the demands of the City's tourist economy.

The City has few remaining undeveloped lots or parcels and is engaged primarily in redevelopment. In a horizontal sense, Madeira Beach is "built-out," but in a more significant spatial sense, redevelopment will tend to increase the building area of the City's developed lands. With this increase in building area comes the inherent need for additional improved municipal facilities and services to maintain the LOS standards and thereby perpetuate the unique quality of life enjoyed by the City's citizens and visitors. It is this understanding of Madeira Beach and the City's vision to perpetuate and polish this identity that underscores the use of building area as the denominator for the rationale of LOS standards.

### III. LEVEL-OF-SERVICE ("LOS") STANDARDS

LOS Standards provide a metric for the relationship between *service capacity* and *service demand* for community facilities, infrastructure, and services in ratios. LOS standards are the bases for calculating the *need* for additional capacity to serve *new development and redevelopment* over the course of the planning horizon. LOS standards can be expressed and measured using a variety of criteria, relationships, and units. LOS standards establish the first prong of the dual rational nexus test. The LOS standards become the multipliers to estimate the impact of new development and redevelopment. LOS standards measure the relationship between service capacity and service demand for public facilities in terms of service demand-to-capacity ratios.

**Adopted vs. Existing LOS Standards.** Distinguishing between actual LOS standards that can be measured at a given time ("snapshot") and desired LOS standards is important. The Plan should adopt the LOS standards by ordinance. Hence draft Ordinance 2020-21 has been developed in conjunction with this Report.

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LEVEL-OF-SERVICE ("LOS") STANDARDS REPORT

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If the City adopts a desired LOS standard that is higher than the existing LOS standard, existing improved municipal facilities and services will be deficient to meet the adopted standard. New development and redevelopment will be assessed fees calculated on the cost to maintain the adopted LOS, but will be sharing existing facilities, infrastructure, and services that operate at a lower LOS. As the fee revenues are expended, facilities, infrastructure, and services will be upgraded and the LOS will improve for all users. However, new development and redevelopment will not be receiving the LOS for which they are being charged, and existing users will benefit from the improved LOS paid for by new development and redevelopment.

Such a situation would clearly violate the “proportionate fair-share” or rational nexus requirement of the Florida Statutes. Thus, if the City adopts a LOS higher than the existing service level, it must find non-proportionate-share development fee revenue sources to upgrade existing facilities to the adopted LOS. Such alternate revenues would need to be available based on realistic projections and reasonably expended to timely remedy any deficiencies.

The preferred approach is to adopt LOS standards that reflects the existing LOS. This is the most direct, legally defensible approach. It does not create LOS deficiencies or excess capacity, and reasonably charges new development and redevelopment the cost of maintaining the LOS existing prior to the proposed development. **We recommend that the City adopt LOS standards at existing levels to avoid creating non-existent deficiencies the City need not afford to remedy.**

#### IV. DRAFT ORDINANCE 2020-21: AMENDING THE COMPREHENSIVE PLAN

Below is a brief discussion of the components of the Ordinance drafted to amend the Plan to include the LOS standards developed in this Report.

**A. Recitals.** This section of clauses or statements, historically preceded by **WHEREAS**, generally provides the legislative findings that precede the impetus to adopt the legislative changes proposed in the draft Ordinance. Because this draft Ordinance proposes to amend the Plan, these clauses reference the parts of the Plan the draft Ordinance seeks to amend and the health, safety, and general welfare purposes promoted by the proposed legislative changes. The recitals also reference this Report as the data and analyses underpinning the legislative changes to the Plan. Following review by the LPA/PC, the City Attorney, City staff, and the public, additional recitals may be proposed for inclusion in this section of the draft Ordinance.

**B. Definitions.** The City’s Plan currently contains no definitions, though multiple words and phrases employed in the language of the Plan are commonly characterized as “terms of art,” indicating that they have a specific meaning in general practice or at law. Because the Plan has the force of law, it is particularly important that words and phrases that are used

consistently throughout the Plan's Goals, Objectives, and Policies be consistently understood. One of the best ways to provide this consistent understanding and use is to provide unequivocal definitions of the meanings of the words and phrases as they are being employed in the Plan.

The LOS standards proposed in this draft Report and the draft Ordinance employ a number of terms that bear definition to support their consistent application and use. A number of other terms that are used repeatedly throughout the Plan's various required and optional elements are also included in this Definitions section. We anticipate as this draft Report and draft Ordinance move through the public hearing and review process, staff, planning commissioners, and City commissioners may have additional definitions to add, and when the City further reviews the Plan as part of the EAR process, additional terms of art will be identified for inclusion in this new Definitions section of the Plan. Therefore, this Definitions section should also improve the overall consistency and usability of the Plan.

### **C. Renumbering and Retitling.**

The current Plan enumerates the Goals, Objectives and Policies under each Element the same way, beginning the numbering scheme over for each Element. Any reference to a certain Goal, Objective, or Policy must include an additional reference to its respective Element to be distinguished from a similarly numbered Goal, Objective, or Policy in another Element. This unfortunate carry-over from the original Plan leads to user confusion as Goals, Objectives, and Policies in the current Plan having the same numeric reference in every Element.

The draft Ordinance establishes a new, unique numbering system for the entire Plan, while limiting the substantive changes proposed to five (5) Elements most closely associated with the LOS standards and the City's direction to move to adopt proportionate-share development fees and regulations.

The statutory titles assigned to the required elements of the Plan have been in use in Florida for over 35 years. While certain Elements are statutorily required to be included in the Plan, their statutory titles are not mandatory. For example, numerous local governments have abandoned the terminology "Transportation Element" for a "Mobility Element" or other more contemporary terminology. Some plans have combined "Land Use" and "Transportation" elements—a potential consideration for the City as we progress with the EAR process.

In this draft Report and the draft Ordinance, we propose the current "Transportation Element" be retitled "Mobility Element." This recommendation dovetails with the mobility planning effort the LPA/PC, is leading in the coming months. The "Recreation and Open

Space Element” has been recast as the “Culture and Recreation Element” to capture the City’s improving and ongoing provision of robust culture and recreation opportunities for citizens and visitors. As we move forward through the EAR process, the City may also consider developing an optional Public Safety Element.

**D. General Accessibility Improvements.** The current Plan and its supporting data and analysis have not been *thoroughly* reviewed, revised, and updated for many years. The language of the Plan contains numerous archaic and redundant legal drafting conventions. For example, “The City” is referenced by name in almost every Goal, Objective, and Policy of the Plan followed by the action verb that should clearly direct the intention of the directive. This is an unnecessary redundancy; it’s the City’s Plan. The draft Ordinance eliminates these redundant references and, where possible, proposes to begin each Goal, Object, and Policy with the verb most closely associated with the action proposed to further each policy statement. The policy statements are also reorganized to avoid using passive voice so the intent and purpose of the statement is clear.

The five (5) Elements included in the draft Ordinance are *rewritten* primarily to accommodate more current and localized data to inform the LOS standards proposed for adoption. That stated, we have taken seriously direction of both the LPA/PC and BOC to make the Plan and Code of Ordinances’ language more accessible to a general public audience. The draft Ordinance and Report promote clarity, conciseness, and consistency. Having opened the Element, we recast much of the language in each policy statement to be more accessible.

A brief discussion of the substantive amendment proposals for each Element follows and are identified in the draft Ordinance to alert the reader of the proposed policy changes.

**E. Mobility Element.** Two (2) new Policies reference the sole location in the CIE for the proposed LOS standards, and propose to: “Utilize areawide proportionate-share development fee revenue to improve and support the adopted LOS standards for improved municipal mobility facilities and services.” The stormwater management provisions currently located in the Plan’s current Infrastructure Element are proposed to be relocated into the proposed Mobility Element. Stormwater management in Madeira Beach goes hand-in-glove with the City’s street network: if the streets are flooded, their capacity is reduced and mobility is impaired.

Language has also been revised to refer consistently to the City’s “Stormwater Master Plan” that has been adopted since the current Plan language was adopted. The adoption of the Stormwater Master Plan may render unnecessary renumbered Objective 5.2.4 (Current Objective 4.4 in the Infrastructure Element) and the Policies thereunder. Priority projects listed under proposed renumbered Policy 5.2.5.3 may need to be reconsidered in the event

some of these projects have been completed or their priority changed since the Plan was last reviewed. It may also be prudent to remove these references to the CIE for ease of maintaining internal consistency. Current Objective 1.7 and sole Policy 1.7.1 beneath it are also proposed for elimination as no longer necessary.

[**Editor's note:** The Mobility Element of the draft Ordinance has also been revised to reflect the recommendations of the draft Mobility Plan that is under consideration since the first draft of this Report was distributed in June 2020 and reorganized to track the statutory requirements.]

**F. Infrastructure Element.** In addition to the removal of the stormwater management provisions to the proposed Mobility Element, all references to LOS standards have been revised to direct the reader to the CIE. This change eliminates the opportunity for any confusion where LOS standards are located in more than one Element of the Plan. In the past, it appears that changes have been made to update a LOS standard in one Element, but the previous LOS standard remained unchanged in another Element.

The use of the verb “encourage” is highlighted in the draft Ordinance, as its use does not generally promote a municipal action without additional language directing something to occur, and the use of the verb in a comprehensive plan Policy is generally disfavored. The Goal addressing solid waste is highlighted for discussion in light of recent changes to countywide approaches to recycling.

**G. Culture and Recreation Element.** Policy 10.1.1.10 is proposed for inclusion here, similar to proposed language in the Mobility Element to empower the use of proportionate-share development fee revenues in support of the City’s improved municipal culture and recreation facilities and services. The nexus between beach access and all shoreline development currently included in renumbered Policy 10.1.4.3 may be reconsidered to clarify the intent of the Policy. Otherwise, this element is proposed for renaming and general updating to support a revised LOS standard for improved municipal culture and recreation facilities and services.

**H. Intergovernmental Coordination Element.** Renumbered Policy 11.1.1.3 utilizes the term “essential services” and may bear some discussion in light of the ongoing COVID-19 pandemic as we reconsider the notion of “essential businesses,” “essential services,” and “essential personnel.” Most of the proposed changes in this Element are language accessibility and a general reminder for the City to coordinate its proposed updated LOS standards with its neighboring communities, Pinellas County, and other potentially affected jurisdictions.



**I. Capital Improvements Element (“CIE”).** The CIE is the major focus of this draft Report and the draft Ordinance. A properly developed CIE should address all major types of community facilities, infrastructure, and services, especially those for which proportionate-share development fees may be assessed. The CIE should:

- Establish *quantifiable, future* LOS standards for categories of improvements to be financed by proportionate-share development fees. LOS standards must be quantifiable so the City can measure its progress in attaining its stated municipal service level goals.
- Delineate service areas where specific capital facilities and service levels will be provided during the future planning period. Due to its geographic compactness, the municipal boundaries of the City of Madeira Beach are coincidental to the City’s service area.
- Indicate capital improvement costs and identify prospective funding sources.

The City should organize the CIE to ensure an orderly flow of information, rational analyses, and a clear understanding of the relationship between community facilities, infrastructure, and service expansion and the overall goals, objectives, policies, and strategies established in the Plan.

The proposed CIE amendments were developed following a 3-step process:

1. Preparation of an inventory and assessment;
2. Determination of goals and needs; and
3. Development of an implementation strategy.

This draft Report focuses on inventorying and quantifying the fixed assets and operational and human resources the City employs to provide the current levels of improved municipal facilities and services, as the City explores the development of proportionate-share development fees and regulations. This draft Report and the accompanying draft Ordinance seek to provide a refined policy-basis for this exploration. The assets and resources were then organized into benefit-cost centers paralleling the classifications provided in the State of Florida’s Uniform Accounting System (“UAS”) Manual for Florida Local Governments.<sup>1</sup> Section 218.33, F.S., states:

Each local governmental entity shall follow uniform accounting practices and procedures as promulgated by rule of the department to assure the use of proper accounting and fiscal management by such units. Such rule shall include a uniform classification of accounts.

Additionally, Section 218.32, F.S. requires each local government reporting entity to submit annual financial information to the Department of Financial Services.

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<sup>1</sup> Uniform Accounting System for Florida Local Governments, State of Florida, Department of Financial Services, Bureau of Financial Reporting (2014).

The Department of Financial Services developed the UAS Chart of Accounts to be used as the standard for recording and reporting financial information to the State of Florida. As mandated by Section 218.33, F.S. reporting units should use this chart of accounts as an integral part of their accounting system so that the preparation of their annual financial reports will be consistent with other local reporting entities.<sup>2</sup>

Table 1 provides a summary of the classifications used by the State to account for impact fees.

**TABLE 1**

<b>Impact fee</b>	<b>Residential</b>	<b>Commercial</b>
Public Safety	324.110	324.120
Physical Environment	324.210	324.220
Transportation	324.310	324.320
Economic Environment	324.410	324.420
Human Services	324.510	324.520
Culture/Recreation	324.610	324.620
Other	324.710	324.720

This is not by any means the only way to classify proportionate-share development fees and regulations, but it provides a guide and insight to the State’s approach to such classification. Four (4) UAS impact fee categories—Economic Environment, Human Services, Physical Environment, and Other—currently appear inapplicable to the City. Thus, we recommend that the City establish LOS standards for Culture/Recreation, Public Safety, and Transportation, consistent with the renaming of the Transportation Element to the Mobility Element.

The Tables below group the fixed assets, essential equipment, and essential service employees into three (3) categories for the purposes of establishing LOS standards for adoption and amendment into the Plan’s CIE. The Board of City Commissioners will be the ultimate deciders of which governmental facilities and services it wishes to regulate under a proportionate-share development regulatory program and how the resulting fees will be classified.

Table 2 is a preliminary organizational crosswalk of the City’s capital services assets. The City’s Finance Department currently accounts for fixed assets by department, non-departmental, and a special projects/local option sales tax fund. Where possible, Table 2 correlates these accounts with the LOS standards proposed for inclusion in the Plan, and then assigns them into the three (3) relevant UAS classification to establish LOS categories that align with the UAS classifications to in-turn establish flexible and robustly functioning proportionate-share development fees and regulations.

<sup>2</sup> Rule 69I-51.0012, F.A.C. [Revised 09/2014].

**TABLE 2**  
**CITY OF MADEIRA BEACH**  
**Preliminary CAPITAL SERVICES ASSETS ORGANIZATION CROSSWALK**

<b>Finance Organization by Department</b>	<b>Current LOS Category in CIE/CIP</b>	<b>UAS Classification</b>
ARCHIBALD		Culture/Recreation
CENTRAL SRVCS ADMIN		Transportation
CENTRAL SRVCS STREETS		Transportation
CITY CLERK		<b>[Assign to other categories]</b>
CITY MANAGER		<b>[Assign to other categories]</b>
COMMUNITY DEVELOPMENT		<b>[Assign to other categories]</b>
FINANCE		<b>[Assign to other categories]</b>
FIRE-EMS		Public Safety
JOHNS PASS VILLAGE		Culture/Recreation
LAW ENFORCEMENT		Public Safety
MARINA		Transportation
NON-DEPARTMENTAL		<b>[Assign to other categories]</b>
PARKING		Transportation
PARKS		Culture/Recreation
RECREATION		Culture/Recreation
SANITATION		<b>[Enterprise Fund]</b>
SPECIAL PROJECTS		<b>[Assign to other categories]</b>
STORMWATER		Transportation

Table 3 reorganizes the UAS classifications into proposed LOS standard classifications for adoption and amendment into the Plan CIE and other related Plan Elements.

**TABLE 3**  
**REORGANIZATION TO UAS CLASSIFICATION CATEGORIES**

<b>UAS CLASSIFICATION</b>	<b>Commercial</b>	<b>Residential</b>	<b>New LOS Standard Category</b>
Culture/Recreation	324.620	324.610	Culture & Recreation
Public Safety	324.120	324.110	Public Safety
Transportation	324.320	324.310	Mobility

The proposed changes to the CIE indicate how the infrastructure needs of new growth will be met. The City has taken care to avoid unacceptable internal inconsistencies, e.g., improvement projects in the CIE to foster rapid growth in apposition to slow growth policies in other elements of the Plan. The review of unacceptable internal inconsistencies will continue as the City moves forward with the EAR process.

## **J. Schedule of Improvements (“Schedule”)**

The specific capital improvements projects and funding sources identified in the Schedule are not concrete. If a given revenue source does not materialize or priorities shift so that different projects take precedence at a later date, these changes can be reflected in the annual update of the CIP and Schedule. Changes or modifications to the adopted LOS standards, however, are policy shifts and require amendment of the CIE and Plan.

The more specific five- (5-) to 10-year CIP lists the projects to be initiated during that period. The CIP identifies each capital improvement project and a listing by year. The listed capital improvements to be undertaken over the CIP period includes:

- A brief description of each project;
- Implementation timeframe (i.e., anticipated start and completion dates). A breakdown of projects by phases should be included when project phases are proposed to occur in different years, when part of the project will occur outside the short-term planning horizon, and when funding sources or responsible administrative entities are separate and distinct for various parts of a project.

The Schedule should be as accurate as possible in estimating project costs and listing funding sources. If project costs are adjusted or financing strategies change, these changes should be addressed in the annual updates to the CIP and Schedule. Ideally, the combination of funding sources listed for each capital improvements project will be established only after consideration of the various alternatives. The funding sources in the implementation strategy should represent the optimum combination that will be to the best advantage of the community.

If special studies are required to identify costs, and such studies cannot be conducted prior to amendment of the CIE, the studies themselves should be listed as work items in the Schedule with their associated costs and the years when they will begin and be completed. If specific project costs are unknown, the City will need to examine cost data for similar recent projects, seek assistance from experts, or request information from other local governments that have constructed comparable facilities.

The following section provides the LOS standards proposed by draft Ordinance 2020-21 drawn from the data and analysis in the Appendices that follow.

**K. Proposed Level-of-Service (“LOS”) Standards**

**1. Improved Municipal Culture and Recreation Facilities and Services.** The City currently provides approximately 61.025257 acres of improved municipal culture and recreation facilities and services to the community. There are currently approximately 8,871,213 square feet of developed building area in the City. Table 4 proposes a LOS standard of 0.000419794 acres per square foot of building area. Because this ratio is hard to visualize, it is converted to a square foot to square foot comparison, resulting in a LOS standard of 0.299650 square feet of improved municipal culture and recreation facilities and services per square foot of building area.

**TABLE 4**

**PROPOSED LOS STANDARD FOR CULTURE AND RECREATION**

<b>TOTAL MUNICIPAL IMPROVED CULTURE &amp; RECREATION FACILITIES AND SERVICES</b>		<b>\$</b>	<b>105,470,050</b>
<b>TOTAL IMPROVED ACREAGE</b>	61.025257		
<b>PROPERTY SERVED = BUILDING AREA - FT<sup>2</sup> (“B.A.”)</b>	8,871,213		
<b>LOS=IMPROVED ACRES/BUILDING AREA - FT<sup>2</sup> (61.025257 AC/8,871,213 FT<sup>2</sup>) =</b>	4.1979408962950e-4 AC/ FT <sup>2</sup>		
<b>LOS=IMPROVED FT<sup>2</sup>/BUILDING AREA - FT<sup>2</sup> (2,658,260 FT<sup>2</sup>/8,871,213 FT<sup>2</sup>) =</b>	0.299650 FT <sup>2</sup> /B.A.		

**2. Improved Municipal Mobility Facilities and Services.** The City currently provides approximately 24.512397 acres of improved municipal mobility facilities and services to the community. There are currently approximately 8,871,213 square feet of developed building area in the City. Table 5 proposes a LOS standard of 0.0000027631392 acres per square foot of building area. Because this ratio is hard to visualize, it is converted to a square foot to square foot comparison, resulting in a LOS standard of 0.120362 improved municipal mobility facilities and services measured in square feet per square foot of building area.

**TABLE 5**

**PROPOSED LOS STANDARD FOR MOBILITY**

<b>TOTAL MUNICIPAL IMPROVED MOBILITY FACILITIES AND SERVICES</b>		<b>\$</b>	<b>30,014,836</b>
<b>TOTAL IMPROVED ACREAGE</b>	24.512397		
<b>PROPERTY SERVED = BUILDING AREA - FT<sup>2</sup> (“B.A.”)</b>	8,871,213		
<b>LOS=IMPROVED ACRES/BUILDING AREA - FT<sup>2</sup> (24.512397 AC/8,871,213 FT<sup>2</sup>) =</b>	2.763139268553241e-6		
<b>LOS=IMPROVED FT<sup>2</sup>/BUILDING AREA - FT<sup>2</sup> (1,067,760 FT<sup>2</sup>/8,871,213 FT<sup>2</sup>) =</b>	0.120362 FT <sup>2</sup> /B.A.		

3. **Improved Municipal Public Safety Facilities and Services.** The current LOS standard for the City's Improved Municipal Public Safety Facilities and Services is a ninety percent (90%) seven-minute (7-minute) response time. Table 6 proposes a LOS standard of a ninety percent (90%) seven-minute (7-minute) response time per square foot of building area.

**TABLE 6**  
**PROPOSED LOS STANDARD FOR PUBLIC SAFETY**

<b>TOTAL MUNICIPAL IMPROVED PUBLIC SAFETY FACILITIES AND SERVICES</b>		<b>\$</b>	<b>5,292,709</b>
<b>TOTAL IMPROVED ACREAGE</b>	0		
<b>PROPERTY SERVED = BUILDING AREA - FT<sup>2</sup> ("B.A")</b>	8,871,213		
<b>OUTSTANDING DEBT OF PUBLIC SAFETY</b>	BUDGET	<b>\$</b>	<b>-</b>
<b>MUNICIPAL EXPENSE</b>		<b>\$</b>	<b>5,088,837</b>
<b>LOS=RESPONSE TIME: NINETY PERCENT (90%) WITHIN SEVEN (7) MINUTES</b>	/B.A.		



## VII. APPENDICES

### **A. Municipal Facilities and Services—Level-of-Service (“LOS”) Standards: Data and Analysis**

1. Improved Culture and Recreation Facilities and Services Inventory
2. Improved Mobility Facilities and Services Inventory
3. Improved Public Safety Facilities and Services Inventory

### **B. City of Madeira Beach Fixed Assets by Benefit-Cost Centers**

1. Culture and Recreation
2. Mobility
3. Public Safety

### **C. City of Madeira Beach Fixed Assets by Department**

1. City Manager
2. City Clerk
3. Finance
4. Community Development
5. Sanitation
6. Parks
7. Recreation
8. Johns Pass Village
9. Archibald Park
10. Central Services
11. Parking
12. Central Services (Streets)
13. Stormwater
14. Marina
15. Fire/EMS
16. Law Enforcement
17. Non-Departmental
18. Special Projects (Local Option Sales Tax)

### **D. City of Madeira Beach Municipal Lands Inventory**

## APPENDIX A

### **Municipal Facilities and Services—Level-of-Service (“LOS”) Standards: Data and Analysis**

In addition to fixed assets, improved municipal facilities and service require operations and personnel to deliver the municipal services at the LOS standard expected by the community and provide in the Plan. The Worksheets in this appendix combine the fixed assets with the operational and personnel resources for each benefit-cost center to account for the full battery of resources necessary to maintain the improve municipal facilities and services provided by the City at the LOS standards discussed in this Interim Report. These data and analysis are designed to be updated on a regular basis to assure that the most “recent and localized data” are being used to underpin the established LOS standards.

TABLE A-1  
CULTURE AND RECREATION PARAMETERS  
CITY OF MADEIRA BEACH

<u>CULTURE &amp; RECREATION</u>			
CAPITAL INVESTMENTS	AREA		REPLACEMENT VALUE
		61.025257	
IMPROVED LAND (PARCELS) - ACRES			\$ 100,813,197
IMPROVED LAND (EASEMENTS AND ROW) - ACRES			\$ -
BUILDINGS AND STRUCTURES - FT <sup>2</sup>			\$ 1,753,379
EQUIPMENT			\$ 856,881
<b>TOTAL CAPITAL ASSETS</b>			<b>\$ 103,423,457</b>
<b>SERVICE DELIVERY EXPENSES</b>			
SERVICE PERSONNEL (SALARIES + BENEFITS)			\$ 1,125,193
ANNUAL OPERATIONS EXPENSES		BUDGET	\$ 921,400
<b>TOTAL CULTURE &amp; RECREATION FACILITIES AND SERVICES</b>			<b>\$ 105,470,050</b>
<b>TOTAL MUNICIPAL IMPROVED CULTURE &amp; RECREATION FACILITIES AND SERVICES</b>			<b>\$ 105,470,050</b>
<b>TOTAL IMPROVED ACREAGE</b>		61.025257	
<b>PROPERTY SERVED = BUILDING AREA - FT<sup>2</sup></b>		8,871,213	
<b>LOS=IMPROVED ACRES/BUILDING AREA - FT<sup>2</sup> (61.025257 AC/8,871,213 FT<sup>2</sup>) =</b>		4.1979408962950e-4 AC/ FT <sup>2</sup>	
<b>LOS=IMPROVED FT<sup>2</sup>/BUILDING AREA - FT<sup>2</sup> (2,658,260 FT<sup>2</sup>/8,871,213 FT<sup>2</sup>) =</b>		0.299650 FT <sup>2</sup> / FT <sup>2</sup>	

TABLE A-2  
MOBILITY PARAMETERS  
CITY OF MADEIRA BEACH

**MOBILITY**

**CAPITAL INVESTMENTS**

IMPROVED LAND (PARCELS) - ACRES  
IMPROVED LAND (EASEMENTS AND ROW) - ACRES  
BUILDINGS AND STRUCTURES - FT<sup>2</sup>  
EQUIPMENT

AREA	REPLACEMENT VALUE
24.512397	\$ 5,559,117
0	\$ 35,164
	\$ 18,913,483
	\$ 1,050,786
	<b>\$ 25,558,550</b>

**TOTAL CAPITAL ASSETS**

**SERVICE DELIVERY EXPENSES**

SERVICE PERSONNEL (SALARIES + BENEFITS)  
ANNUAL OPERATIONS EXPENSES

\$ 1,436,586  
\$ 3,019,700

**TOTAL MOBILITY FACILITIES AND SERVICES**

**\$ 30,014,836**

**TOTAL MUNICIPAL IMPROVED MOBILITY FACILITIES AND SERVICES**

**\$ 30,014,836**

**TOTAL IMPROVED ACREAGE**

24.512397

**PROPERTY SERVED = BUILDING AREA - FT<sup>2</sup>**

8,871,213

**LOS=IMPROVED ACRES/BUILDING AREA - FT<sup>2</sup> (24.512397 AC/8,871,213 FT<sup>2</sup>) =**

2.763139268553241e-6

**LOS=IMPROVED FT<sup>2</sup>/BUILDING AREA - FT<sup>2</sup> (1,067,760 FT<sup>2</sup>/8,871,213 FT<sup>2</sup>) =**

0.120362

**TABLE A-3  
PUBLIC SAFETY PARAMETERS  
CITY OF MADEIRA BEACH**

**EMS & FIRE****CAPITAL INVESTMENTS**

IMPROVED LAND (PARCELS) - ACRES

AREA	REPLACEMENT VALUE
0	\$ -

IMPROVED LAND (EASEMENTS AND ROW) - ACRES

0	\$ -
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BUILDINGS AND STRUCTURES - FT<sup>2</sup>

	\$ 1,753,379
--	--------------

EQUIPMENT

	\$ 1,612,567
--	--------------

**TOTAL CAPITAL ASSETS**

	\$ 3,365,946
--	--------------

**SERVICE DELIVERY EXPENSES**

SERVICE PERSONNEL (SALARIES + BENEFITS)

	\$ 1,125,193
--	--------------

ANNUAL OPERATIONS EXPENSES

	\$ 203,900
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**TOTAL EMS/FIRE FACILITIES AND SERVICES**

	\$ 4,695,039
--	--------------

**POLICE**

EQUIPMENT

	\$ 2,372
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PCSO-ILA

	\$ 1,350,984
--	--------------

**TOTAL POLICE FACILITIES AND SERVICES**

	\$ 1,353,356
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**TOTAL MUNICIPAL IMPROVED PUBLIC SAFETY FACILITIES AND SERVICES**

	\$ 6,048,395
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**TOTAL IMPROVED ACREAGE**

0

**PROPERTY SERVED = BUILDING AREA - FT<sup>2</sup>**

8,871,213

**LOS=RESPONSE TIME: NINETY PERCENT (90%) WITHIN SEVEN (7) MINUTES /FT<sup>2</sup>**

## **APPENDIX B**

### **City of Madeira Beach Fixed Assets by Benefit-Cost Centers**

The following Worksheets reorganize the City's fixed assets into three (3) primary municipal benefit-cost centers through which these assets are utilized by City staff through ongoing municipal operations to serve the public: Culture and Recreation, Mobility, and Public Safety. The fixed assets data are further categorized into three (3) subsets: land, buildings and structures, and equipment, to arrive at a complete picture of the extent and types of fixed assets necessary to deliver the improved municipal facilities and services for each of the primary municipal benefit-cost centers.

Fixed assets assigned from non-departmental and special projects (local option sales tax) funds have been given a ND or SP suffix to identify their budgetary origin. Where an entire budgetary department is not included within an identified municipal benefit-cost center, fixed assets from other departments have been assigned a two-digit (2-digit) prefix to identify the department of origin.



TABLE B-1

**INVENTORY OF CAPITAL SERVICES ASSETS: CULTURE & RECREATION SERVICES**  
**Archibald Park Fund**

Archibald Asset #	Description	Acquired Date	Acquired Cost	Current Book Value
505	SHOWER @ D.A.V.	4/19/1984	1,884.53	-
923	PICNIC TABLES	3/21/2014	3,310.58	-
946	ARCHIBALD PARK LIGHTING IMPROVEMENTS	7/30/2015	3,200.00	2,160.00
947	ARCHIBALD PARK RESTROOM IMPROVEMENTS	8/14/2015	5,670.00	3,874.50
948	<del>SDR65 3PT ROLLER ROTARY</del>	<del>2/6/2015</del>	<del>5,350.00</del>	<del>1,426.67</del>
949	JOHN DEERE RAKE	3/20/2015	6,857.00	1,942.82
977	600 HDS BARBER SURF RAKE	2/5/2016	54,900.00	33,985.71
979	ARCHIBALD PARK OUTDOOR ELECTRICAL INSTAL	6/3/2016	7,450.00	6,870.56
993	JOHN DEERE XUV 825i DUMP UTILITY VEHICLE	6/17/2016	20,926.26	13,950.84
1027	ARCHIBALD PARK BEACH PAVILION LIGHTING	6/2/2017	5,500.00	4,766.67
1028	BATTING CAGE NETTING EXTENSION	12/9/2016	13,900.00	5,405.56

1029	INSTALL NEW MANHOLE FOR SOUTH SHOWER	12/2/2016	13,051.00	10,658.32
1030	2017 CHEVY SILVERADO 1500 DUEL CAB	9/29/2017	25,720.00	21,739.52
<del>1051</del>	<del>ABP DRESSING ROOM EXTENSION</del>	<del>5/11/2018</del>	<del>13,216.00</del>	<del>12,665.33</del>
900-ND	ARCHIBALD PARK REHABILITATION	9/30/2014	156,373.33	124,447.09
899-SP	ARCHIBALD PARK REHABILITATION	9/30/2014	882,326.24	702,184.64
901-SP	GROYNE GROIN REHABILITATION	8/8/2014	273,852.48	159,747.27
900-ND	ARCHIBALD PARK REHABILITATION	9/30/2014	156,373.33	124,447.09

**Archibald**

<b>Subtotal</b>		1,649,860.75	1,230,272.59
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**Parks Department**

Parks Asset #	Description	Acquired Date	Acquired Cost	Current Book Value
314	#103144 1998 DODGE RAM 1500 PICKUP #90	2/12/1999	14,936.95	-
336	#493582 TRAILER, 6'8"X12', #5	9/30/1995	1,385.00	-
340	#103040 1997 FORD F-250 PICKUP #36	10/17/1998	20,036.85	-

344	#103209 DECK MOWER ATTACHMENT	9/1/2000	1,247.56	-
346	TRACTOR, JOHN DEERE MODEL 790 W/CANOPY	1/10/2003	11,381.00	-
399	COMFORT STATION @ JOHN'S PASS PARK	3/23/1981	37,358.00	2,257.03
401	RESTROOMS @ ARCHIBALD PARK	1/11/1988	42,449.55	9,816.42
425	SEAWALL PANELS	9/30/1997	18,420.00	-
426	GROIN REHABILITATION WORK	5/7/1999	56,994.00	-
427	GROIN CONSTRUCTION WORK	3/10/2000	99,927.00	-
435	CITY-WIDE BEAUTIFICATION	9/30/1995	2,817.50	-
437	GROIN CONSTRUCTION	10/23/1985	80,000.00	-
438	GROIN CONSTRUCTION-ADDITIONAL AMOUNT	7/8/1987	23,266.99	-
439	CLEARING OF JOHN'S PASS PARK	1/28/1988	400.00	-
440	CLEARING OF JOHN'S PASS PARK	1/18/1988	1,525.00	-
441	CONCRETE SLABS	4/29/1988	1,200.00	-
442	GROIN REHAB.	9/30/1997	13,174.92	-
447	EROSION CONTROL PROJ - BAL FWD @ 33877	9/30/1992	380,295.20	-

474	CABBAGE PALMS -7 - 137TH AVE BCH ACCESS	8/31/1994	875.00	-
475	REPAIR & REPLACE SIDEWALKS @ D.A.V.	9/14/1994	1,518.55	-
476	FLA POWER PARK-LANDSCAPE/PAVE/SIDEWALK	11/18/1994	9,327.20	-
477	SEA OATS - JOHN'S PASS PARK	9/30/1995	600.00	-
478	VILLAGE PARK IMP - BAL FWD @ 33877	9/30/1992	12,579.28	-
479	KITTY STUART PARK - PMT #1	9/22/1989	4,960.00	-
480	KITTY STUART PARK - PMT #2-5	2/8/1990	53,522.25	-
481	WATER METER - KITTY STUART PARK	9/30/1990	757.00	-
482	SCHOONER PROPERTY IMP-BAL FWD @ 33877	9/30/1992	27,092.09	-
559	KITTY STUART PARK	11/19/1987	200,000.00	200,000.00
561	CAUSEWAY PARK	2/28/2001	1,896,775.30	1,896,775.30
567	2004 FORD F-150 PICKUP W/LIFTGATE #5	1/15/2004	17,167.00	-
585	CAUSEWAY PARK DEVELOPMENT	8/26/2004	663,261.93	428,356.58
586	METAL ROOF/JOHN'S PASS PARK SHELTER	12/11/2003	6,935.00	1,791.52
587	METAL ROOF/JOHN'S PASS PARK RESTROOMS	12/11/2003	5,362.00	1,385.21

615	BRICK PAVERS, 120 LF @ HARBOR DR. PARK	7/21/2005	8,400.00	2,835.00
616	2005 FORD F-250 4X4 PICKUP TRUCK #3	1/27/2005	19,458.99	-
645	ARCHIBALD PARK RESTROOM IMPROVEMENTS	9/30/2006	11,947.23	-
680	BLOWER, 13HP W/TIRES	1/23/2007	1,279.96	-
686	BEACH GROIN REHAB	2/14/2007	56,310.74	23,462.79
687	DUNE WALKOVER REHAB - 132ND AVE.	12/6/2006	15,503.00	6,330.39
688	DUNE WALKOVER REHAB - 133RD AVE.	12/6/2006	7,950.00	3,246.25
689	DUNE WALKOVER REHAB - 134TH AVE.	12/6/2006	5,367.00	2,191.52
700	BELL ARTE PUBLIC IMPROVEMENTS	8/31/2007	58,700.00	25,925.83
751	MOWER, SKAG 52" RIDING MOWER W/SHADE	7/16/2009	6,279.98	471.00
752	DUNE WALKOVER #1 ARCHIBALD PARK	11/10/2008	3,500.00	1,764.58
753	DUNE WALKOVER #2 ARCHIBALD PARK	11/10/2008	3,500.00	1,764.58
754	DUNE WALKOVER #3 ARCHIBALD PARK	12/1/2008	3,500.00	1,779.17
764	SNACK SHACK RENOVATIONS	1/29/2009	67,195.94	34,437.90
794	RESTROOM DOORS	11/1/2010	2,366.00	-

799	50 CAR STOPS AT SOUTH BEACH PARK	11/12/2010	1,040.33	628.51
807	REPLACE ROCKS & PLANTS WITH BAHIA SOD	11/30/2010	1,520.00	316.67
808	COMPOSITE WOOD FOR SB CROSSOVER	2/7/2011	1,300.32	303.41
812	REPLACE SB RESTROOM DOORS	3/29/2011	3,050.00	-
814	REPLACE PLUMBING FIXTURES	3/30/2011	6,443.00	-
816	RESTROOM PARTITIONS AT SOUTH BEACH	3/30/2011	4,647.64	-
821	BEACH DECK ADDITION	9/8/2011	90,087.68	68,816.99
882	SEAWALL REHABILITATION PROJECT	9/30/2013	6,400.00	5,315.57
897	9/11 MEMORIAL	9/30/2014	104,303.03	61,712.64
915	MEDIAN BEAUTIFICATION	9/30/2014	9,995.00	5,913.71
980	BUS STOP STATION	6/3/2016	11,150.00	8,548.33
982	CITY CENTRE FACILITY	4/22/2016	38,539.24	35,327.64
1020	DOG EXERCISE OBSTACLE COURSE	3/9/2017	8,100.00	5,535.00
1021	UMBRELLA TYPE - BUS STOP GULF BLVD.	3/3/2017	11,130.00	8,612.50
1022	ALUMINUM FLOATING DOCK AT ROC PARK	11/4/2016	11,900.00	9,619.17



1038	FDOT BEAUTIFICATION	10/1/2016	342,524.00	274,019.20
885-ND	BEACH WALKOVER PROJECT	9/30/2013	202,922.04	168,538.02
898-SP	9/11 MEMORIAL	9/30/2014	20,000.00	11,833.33
944-SP	KS PARK WALKOVER REPLACEMENT	8/28/2015	12,506.00	8,545.77

### Parks

<b>Subtotal</b>		4,866,365.24	3,318,177.53
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### Recreation Department

Asset #	Description	Acquired Date	Acquired Cost	Current Book Value
350	#493414 TRACTOR, JOHN DEERE W/ATTACHMENTS	9/30/1995	9,450.00	-
508	CONSTRUCTION OF BALLFIELD @ MB MIDDLE	9/24/1985	26,381.01	-
523	FENCE @ VARIOUS BEACH ACCESSES	8/16/1990	790.47	-
617	FIELD LIGHTS, 2 CONCRETE POLES W/LIGHTS	12/9/2004	23,780.05	7,332.20
618	2005 FORD F-150 PICKUP TRUCK #20	12/16/2004	11,290.00	-

644	STORAGE SHED 10 X 14	5/11/2006	1,625.00	-
648	BALLFIELD #3 LIGHTING	2/16/2006	37,755.25	13,843.61
692	BALLFIELD #1 LIGHTING	10/3/2006	82,728.34	33,091.32
724	LIGHTS - FIELD #2, #4 AND MIDDLE SCHOOL	9/24/2008	113,249.00	56,152.63
780	2010 BLUE BIRD SCHOOL BUS #55	12/21/2009	83,896.00	46,841.93
824	HP KOHLER COMMAND LAWN MOWER	8/25/2011	6,592.26	-
916	FIELD LIGHTING IMPROVEMENTS	3/28/2014	5,572.30	3,018.33
937	ELECTRICAL UPGRADE AT SNACK SHACK	5/1/2015	2,530.00	1,665.58
939	TYLER PARKS AND REC (TPAR) SOFTWARE	8/21/2015	13,105.00	4,805.17
965	CITY CENTRE - FIELD NETTING	9/30/2015	6,400.00	-
968	REC CENTER	3/6/2015	1,330,448.47	1,171,533.80
970	SITE, AMENITIES AND FIELDS	3/6/2015	3,183,474.17	2,803,225.85
974	REC CENTER FFE	3/6/2015	40,161.00	25,769.97
976	R.O.C. PARK	9/30/2015	1,226,845.00	848,567.79
992	JOHN DEERE PR 15 GATOR TX TURF	9/30/2016	8,187.94	5,751.05

996	OUTDOOR CINEMA SYSTEM	12/18/2015	12,999.00	722.17
997	OUTDOOR ELECTRICAL INSTALATION	8/9/2016	11,200.00	10,391.12
999	PLAYGROUND SET	4/22/2016	71,362.11	53,521.58
1000	SCOREBOARDS	12/11/2015	10,500.00	6,250.00
1002	SUNSHADE FOR PICNIC AREA	1/15/2016	12,774.80	9,261.73
1014	BAND SHELL	10/1/2016	46,250.00	41,625.00
1023	PHASE 1-DRY SANDPIPE INSTALL CHILD. OB.P	5/5/2017	21,030.00	18,050.75
1024	2017 ALLSTAR MODEL 21 PASSENGER BUS	3/9/2017	56,288.00	43,556.19
1047	FIRE SPRINKLER SYSTEM	5/4/2018	14,400.00	14,100.00
1015-SP	OBSERVATION DECK BY REC CENTER	5/5/2017	123,000.00	117,191.67
1049-SP	OBSERVATION DECK IMPROVEMENT	11/17/2017	4,000.00	3,877.78
983-SP	CITY CENTRE FACILITY	4/22/2016	6,512.00	5,969.33
557-ND	LAND - BALANCE FWD @ 10/1/1980	10/1/1980	176,373.00	176,373.00
558-ND	GULF BLVD PROPERTY	1/13/1981	5,150.00	5,150.00
560-ND	SCHOONER LAND SWAP - 12962 GULF BLVD.	2/22/1989	71,516.25	71,516.25

885-ND	BEACH WALKOVER PROJECT	9/30/2013	202,922.04	168,538.02
907-ND	SOUTH BEACH CAMERA	8/28/2014	1,124.21	-
928-ND	TOTAL ACTIVE IT PROJECT	10/17/2014	156,639.12	93,983.48
966-ND	CITY HALL	3/6/2015	2,925,463.65	2,576,033.27
969-ND	MULTI-PURPOSE BUILDING	3/6/2015	834,579.59	734,893.69
971-ND	CITY HALL FFE	3/6/2015	133,145.98	85,435.33
972-ND	MULTI-PURPOSE BUILDING FFE	3/6/2015	46,781.02	30,017.83
975-ND	ARCHITECT FEES	3/6/2015	1,012,015.54	891,135.91
978-ND	A/V ROOM RE-BUILD	6/24/2016	5,289.30	4,055.13
981-ND	CITY CENTRE FACILITY	4/22/2016	120,464.76	110,426.03
984-ND	CITY CENTRE GLASS AND MIRROR	3/11/2016	5,758.00	4,270.52
985-ND	CITY CENTRE GYM EQUIPMENT	10/30/2015	7,040.00	-
987-ND	CONCRETE SLAB & CONTAINMENT BUILDING	7/15/2016	13,500.00	10,462.50
989-ND	DUMPSTER & CLAY BIN	1/8/2016	8,850.00	6,416.25
990-ND	DUMPSTER PAD	7/15/2016	6,000.00	4,650.00

1001-ND	SKIRTWALL AT CITY HALL	11/6/2015	7,500.00	5,312.50
1039-ND	CITY CENTRE SIGNAGE	10/1/2017	12,100.25	10,371.64
FI-178	#141030 ACCOUNTING SOFTWARE - MUNIS	9/30/1997	25,540.00	
CS-774	TRACTOR, JOHN DEERE 5085 W/PALLET FORK	6/30/2010	40,520.41	6,753.41
CD-927	2015 FORD F-150 4X2 CREW CAB	4/9/2015	27,328.00	13,664.00
CD-986	COMMUNITY DEVELOPMENT SOFTWARE	1/15/2016	84,352.09	37,958.44
CD-1052	#99 FORD FUSION	3/2/2018	18,594.46	17,044.92
CS-874	SOUND SYSTEM UPGRADES	9/30/2013	10,148.82	4,989.85
CS-908	SOUND SYSTEM UPGRADES	11/7/2013	5,325.00	88.75
<u>948</u>	<u>SDR65 3PT ROLLER ROTARY</u>	<u>2/6/2015</u>	<u>5,350.00</u>	<u>1,426.67</u>

### Recreation

**Subtotal** 12,568,598.66 10,415,657.27

### John's Pass Village

Asset #	Description	Acquired Date	Acquired Cost	Current Book Value
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8	BOR PROPERTY (BLDG) AT JOHN'S PASS	10/1/1987	235,563.81	53,001.85
9	IMPROVEMENTS TO BOR PROPERTY	10/1/1987	25,328.23	5,698.83
10	TANGO BAY RENOVATIONS	2/28/2001	162,304.00	90,619.84
11	BOR PROPERTY (LAND) AT JOHN'S PASS	10/1/1987	414,446.69	414,446.69
13	JOHN'S PASS VILLAGE PHASE III	7/24/2003	1,110,811.75	687,314.82
160	BOARDWALK--BALANCE FWD @ 33877	9/30/1992	413,600.89	-
162	JOHN'S PASS VILLAGE PHASE I	9/30/2001	1,705,770.00	248,758.12
163	CHAMBER INFORMATION CENTER	9/30/2002	28,082.38	5,499.45
690	BELL TOWER CARILLON	8/23/2007	6,000.00	-
698	PELICAN LANE UNDERGROUNDING	10/1/2006	204,538.47	143,176.95
699	JOHN'S PASS BOARDWALK RECONSTRUCTION	12/1/2006	651,934.69	266,206.67
727	WAYFINDING SIGNAGE, JOHN'S PASS VILLAGE	12/10/2007	9,780.00	4,482.50
793	INSTALL 2 TON CONDENSER & AIR HANDLER	11/16/2010	2,800.00	583.33
795	RESTROOM DOORS	11/1/2010	2,052.00	-
796	TILE FOR JPV RESTROOMS	10/26/2010	1,382.40	-



804	INSTALL TILE & DRYWALL IN RESTROOMS	11/30/2010	1,806.25	-
806	INSTALL RESTROOM DOORS	12/6/2010	1,800.00	-
813	CONSTRUCT STAIRWAY TO JOHN'S PASS	3/29/2011	6,118.75	-
818	REPLACE HAND RAILS AT JP	5/12/2011	2,220.00	573.50
859	HAND RAIL INSTALLATION	2/23/2012	2,500.00	833.33
861	PILING REHABILITATION	8/30/2012	24,500.00	16,945.83
862	PILING REHABILITATION	4/27/2012	750.00	506.25
917	BRICK PAVERS13025 VILLAGE BLVD	9/26/2014	6,048.00	3,578.40
918	SIDEWALK IMPROVEMENTS	8/28/2014	2,350.95	1,371.39
919	BEAUTIFICATION 12930 VILLAGE BLVD	8/28/2014	11,100.00	6,475.00
991	FANTASY PLANET BUILDING IMPROVEMENT	11/13/2015	14,185.00	12,116.35
994	JPV NEW ELECTRICAL SERVICE & LIGHT SIGN	6/3/2016	11,000.00	8,433.33
998	PALM TREE LIGHTING	6/3/2016	11,700.00	8,970.00
1025	JOHN'S PASS VILLAGE LIGHTING IMPROVEMENT	6/30/2017	362,835.00	314,457.00
1026	JOHN'S PASS PARKING CONCRETE REMOVAL	11/4/2016	16,625.00	13,438.54

Johns Pass  
Village

Subtotal 5,449,934.26 2,307,487.97

	Key
	LAND
	FACILITIES
	EQUIPMENT

TABLE B-2  
INVENTORY OF CAPITAL SERVICES ASSETS: MOBILITY SERVICES  
Central Services, Streets

CS, Streets Asset #	Description	Acquired Date	Acquired Cost	Current Book Value
75	STREET PAVING	7/31/1999	54,411.00	33,433.19
296	#010004 BOBCAT, MODEL 553F	3/16/2001	11,584.00	-
448	STREETS & DRAINAGE - BAL FWD @ 33877	9/30/1992	1,407,731.84	-
449	SIDEWALKS - 133RD AVE.	6/15/1993	2,070.00	-
450	CURBING - 133RD AVE & BOCA CIEGA DR.	9/30/1993	3,418.00	-
451	STREET RESURFACING	10/21/1993	72,291.52	-

452	STREET RESURFACING / VARIOUS STREETS	9/14/1994	71,696.35	-
453	CRYSTAL ISLAND BRIDGE REPAIR-PMT #1	6/17/1993	20,342.88	-
454	CRYSTAL ISLAND BRIDGE REPAIR-PMT #2	12/22/1993	28,633.61	-
455	CRYSTAL ISLAND BRIDGE REPAIR-FINAL PMT	4/30/1995	2,577.71	-
456	STREET RESURFACING	9/30/1995	40,055.34	-
457	STREET RESURFACING - NORMANDY DR.	9/30/1996	3,320.00	-
458	STREET RESURFACING - OLD GULF BLVD.	9/30/1996	1,275.00	-
459	SIDEWALK - MADEIRA WAY	9/30/1996	1,224.00	-
460	STREET & PARKING LOT RESURFACING	2/6/1997	76,338.56	-
461	132RD AVE. PUMP STATION REHAB.	9/30/1998	1,875.00	-
462	STREET RESURFACING - BOCA CIEGA AREA	2/5/1999	41,694.98	-
463	FORCE MAIN REPLACE-CRYSTAL ISLAND BRIDGE	3/26/1999	59,448.22	30,343.35
464	POLE & FIXTURE/J.P. SECURITY LIGHTS	3/8/2002	1,534.00	-
465	SECURITY LIGHTS (8)-JOHN'S PASS BOARDWLK	9/13/2002	4,955.68	-
579	WINCH, 6 TON, TRUCK #19	9/2/2004	2,084.05	-

591	PAVING (MILL & OVERLAY) BAY POINT DR.	5/6/2004	69,912.00	44,714.55
601	SIDEWALK, 140TH AVE/ISLAND DR-BAY PT DR	6/2/2005	46,410.00	30,939.99
602	STREET RESURFACING, S. BAYSHORE DR.	8/18/2005	21,099.49	-
604	ARROWBOARD, 15 LIGHT SOLAR	12/9/2004	3,965.10	-
646	CURB & GUTTER REPLACEMENTS	9/30/2006	12,629.96	2,455.82
647	SEAWALL REPLACEMENTS	9/30/2006	156,043.50	30,341.79
652	140TH AVENUE UNDERGROUNDING	9/30/2006	38,787.50	27,040.48
653	140TH AVENUE UNDERGROUNDING	9/30/2006	226,078.00	157,783.60
665	PELICAN LANE - MILLING AND ASPHALT	11/21/2006	58,430.99	23,615.85
666	PRUITT DRIVE - MILLING AND ASPHALT	6/15/2007	52,980.00	23,178.75
667	PAVING - KITTY STUART PARK	8/4/2007	3,480.00	1,537.00
668	REX PLACE - MILLING AND ASPHALT	8/31/2007	35,294.00	15,735.24
669	CURBING - PRUITT DRIVE	6/11/2007	1,220.00	528.67
670	CURBING - LILLIAN DRIVE	6/11/2007	14,640.00	6,344.00
671	CURBING - MISC.	8/24/2007	3,112.50	1,387.66

672	STREET STRIPING - MISC.	8/24/2007	2,810.00	1,252.79
691	CRYSTAL ISLAND BRIDGE	10/1/2006	2,021,621.37	1,415,134.98
708	PAVING 130TH AVE LOT 877 SQ FT	4/14/2008	4,003.05	1,901.46
709	CURB & GUTTER, JOHN'S PASS AVE, 85 LN FT	10/9/2007	2,616.18	1,177.27
710	CROSSWALK SIGNAL, GULF BLVD @ COUNTY PK	12/28/2007	9,181.80	-
711	LOADER, 2005 JOHN DEERE 310SG (USED)	1/24/2008	40,600.00	-
742	CURB CRYSTAL DR. 130 LF	11/6/2008	4,780.00	2,409.92
743	MADEIRA WAY PARKING IMPROVEMENTS	6/24/2009	6,683.00	3,564.27
744	<del>BARBAR SURF RAKE MODEL 600HDS</del>	<del>12/18/2008</del>	<del>45,868.00</del>	<del>764.47</del>
745	2009 FORD F-250 PICKUP #40 W/FLATBED	3/4/2009	24,528.00	-
775	CURBING 140TH AVE/PRUITT DR 114 LF	11/18/2009	3,379.56	1,872.82
802	BRICK PAVERS 133 AVE PARK	11/9/2010	5,137.00	-
840	DESIGN SPECS FOR BEACH GROINS	2/23/2012	800.00	444.46
841	FRDAP GRANT APPLICATION FOR ARCHIBALD	9/30/2012	1,372.50	815.88
850	TIRE CHANGER	12/29/2011	6,100.00	-

851	MILLERMATAC	3/15/2012	2,135.46	729.61
852	LAZER STRIPING MACHINE	11/18/2011	3,139.26	967.94
894-SP	STREET RESURFACING	9/30/2013	14,250.00	7,006.25

**CS, Streets**

**Subtotal** 4,851,649.96 1,867,422.06

**Parking**

Parking Asset #	Description	Acquired Date	Acquired Cost	Current Book Value
717	CHANGE MACHINE, STANDARD MC700	7/21/2008	2,720.08	-
746	2009 FORD EXPLORER #C-25	11/24/2008	23,354.00	-
842	COIN SORTER COUNTER MACHINE	9/20/2012	4,980.00	1,950.50
888	PARKING PAY STATIONS	9/30/2013	99,990.24	49,161.87
1048	29 NEW PARKING METER STATIONS	12/21/2017	258,759.46	215,632.88

**Parking**



**Subtotal** 389,803.78 266,745.25

**Marina**

<b>Marina Asset #</b>	<b>Description</b>	<b>Acquired Date</b>	<b>Acquired Cost</b>	<b>Current Book Value</b>
135	STORAGE SHED	11/13/1995	1,185.00	-
141	SIGN	11/18/1983	5,000.00	-
143	PARKING LOT FENCE	11/21/1994	4,893.00	-
144	AUTOMATIC GATE	2/13/1995	4,233.00	-
146	REBUILD CATWALKS	6/6/1995	4,780.00	-
154	MARINA SEWER HOOKUP	2/24/1998	25,963.00	15,231.63
155	PAVING	1/15/1999	24,512.00	-
157	REFRIGERATOR GDM-47	12/20/2002	1,701.79	-
158	REFRIGERATOR GDM-45	12/20/2002	1,701.79	-
556	FLOATING DOCK	7/31/2003	3,596.39	-

654	FLOATING DOCKS	4/27/2006	3,305.78	550.96
726	GATE OPERATOR, ELITE SL-3000	1/18/2008	3,516.00	-
759	GANGWAY ALUMINUM 4' X 60'	2/16/2009	14,157.60	7,314.76
760	FLOATING DOCK ALUMINUM 12' X 25'	2/16/2009	10,119.20	5,228.25
761	FLOATING DOCK ALUMINUM 12' X 25 '	2/16/2009	10,119.20	5,228.25
762	BOAT RAMP	3/30/2009	168,695.89	87,862.45
783	FUEL TANK REPLACEMENT	10/15/2009	266,799.04	146,739.49
784	PAVING OVER FUEL TANKS	10/9/2009	13,200.00	7,260.00
785	FUEL DISPENSERS	10/8/2009	26,962.75	14,829.49
786	PERISTALTIC PUMP OUT	2/5/2010	11,564.00	1,541.87
787	PERISTALTIC PUMP OUT	3/17/2010	14,207.00	2,012.66
788	LAPTOP COMPUTER, DELL LATITUDE E6500	12/27/2009	2,009.21	-
826	MARINA SOFTWARE	6/15/2011	14,902.95	3,974.14
827	SECURITY SYSTEM & CAMERAS	6/17/2011	5,311.00	1,416.27
828	SHIP STORE	8/1/2011	454,721.63	346,093.67

829	FIRE ALARM & SECURITY SYSTEM	8/11/2011	5,805.00	1,644.75
865	CHAMBER BUILDING - ASBESTOS SURVEY	10/1/2011	1,120.00	728.00
866	CHAMBER BUILDING - DEMOLITION	10/1/2011	4,650.00	3,022.50
867	SHIP STORE - BOAT LIFT PERMITS	10/1/2011	1,167.13	758.61
868	SHIP STORE - SECURITY SYSTEM	10/1/2011	5,311.00	3,452.15
869	SHIP STORE - ASBESTOS REMOVAL	10/1/2011	1,850.00	1,202.50
870	SHIP STORE - SOFTWARE SYSTEM	10/1/2011	14,902.95	9,686.90
871	SHIP STORE - SUBMERGED LAND LEASE	10/1/2011	9,751.40	6,338.41
872	SHIP STORE - SURVEYING	10/1/2011	1,250.00	812.50
890	MARINA DOCK ELECTRICAL POWER SUPPLY RHAB	9/30/2013	7,100.00	3,490.83
892	BOAT SLIP MASTER PLAN	9/30/2013	72,917.89	60,562.34
905	FUEL PUMP IMPROVEMENT	9/30/2014	1,265.50	-
914	MARINA FENCING	6/13/2014	1,507.00	-
920	FENCE GATE AND ROLLERS	9/30/2014	1,500.00	-
929	MARINA B DOCK REPLACEMENT 1 OF 2	7/1/2015	325,878.68	255,271.63

930	MARINA B DOCK REPLACEMENT 2 OF 2	7/1/2015	440,897.17	345,369.45
942	PUMP-OUT SYSTEM 3 OF 3	8/28/2015	3,579.00	1,312.30
959	SECURITY FENCING AT MARINA	10/24/2014	2,850.00	1,710.00
960	FENCING AT PUBLIC WORKS YARD	11/26/2014	1,100.00	669.17
961	2015 DODGE 2500 4X4 TRUCK	4/2/2015	33,124.00	13,801.66
963	MARINA SIGN	10/1/2014	9,350.00	5,610.00
1007	MARINA A DOCK IMPROVEMENT PROJECT	1/8/2016	338,672.00	245,537.20
1008	MARINA DRY STORAGE IMPROVEMENTS	9/30/2016	14,800.00	11,716.67
1009	MARINA POINT OF SALE UPGRADE	4/1/2016	10,987.95	5,493.97
995-ND	MARINA A DOCK IMPROVEMENT PROJECT	1/8/2016	297,884.60	215,966.33
940-SP	PUMP-OUT SYSTEM 1 OF 3	8/28/2015	4,798.00	1,759.27
941-SP	PUMP-OUT SYSTEM 2 OF 3	8/28/2015	5,850.00	2,145.00
943-SP	MARINA B DOCK ELECTRICAL REPLACEMENT	8/21/2015	17,941.00	12,259.68
945-SP	CITY HALL DOCK REPLACEMENT	6/25/2015	37,695.72	29,318.89

### Marina

**Subtotal** 2,772,663.21 1,884,924.60

**Stormwater**

<b>Stormwater Asset #</b>	<b>Description</b>	<b>Acquired Date</b>	<b>Acquired Cost</b>	<b>Current Book Value</b>
33	DRAINAGE IMPROVEMENTS	12/28/1982	12,765.00	3,618.10
102	REEL/CABLE FOR MINICAM	8/13/1991	2,250.00	-
106	1999 QUICKLOAD TRAILER	8/16/1999	1,590.00	-
109	FILTRATION UNIT	8/31/2000	10,000.00	-
111	DRAINAGE DITCH	4/30/1992	1,471.00	691.02
112	DRAINAGE OUTFALL	6/14/1992	24,997.00	11,832.02
113	141 AVE PUMP STATION	9/30/1993	40,719.00	20,291.37
114	141 AVE PUMP STATION	1/20/1994	32,279.00	16,300.86
116	BAYPOINT DR. CURBING	6/24/1998	13,559.00	8,044.79
117	REPLACE CURBING-JOHN'S PASS	3/10/1998	1,872.00	1,101.32

118	CLEAN & TELEWISE STORM DRAINS	10/24/1997	4,995.00	-
121	CURBS & SIDEWALKS	6/30/1999	19,905.00	10,283.81
122	HANDICAP RAMP	7/31/1999	2,350.00	1,218.96
125	S/W IMPROV-HARBOR DR.	4/20/2001	12,707.00	8,259.52
126	STORMDRAIN REPLACEMENT @ 356-145TH AVE.	8/14/2003	25,200.00	17,556.00
595	STORMDRAIN IMPROVEMENT-BOCA CIEGA DR.	12/30/2003	18,464.40	11,617.13
623	JACK HAMMER, HEX DRIVE BREAKER HAMMER	1/20/2005	1,349.10	-
650	140TH AVENUE IMPROVEMENTS	4/20/2006	1,686,919.61	1,159,757.23
<del>679</del>	<del>2007 FORD RANGER W/LIFT GATE #97</del>	<del>3/12/2007</del>	<del>16,386.57</del>	<del>_____</del>
728	STORMWATER PUMP STATION - 141ST AVE	2/28/2008	608,849.50	446,489.61
791	CAMERA HEAD FOR TV CAMERA	10/1/2010	1,174.49	-
<del>809</del>	<del>2011 FORD F-350</del>	<del>2/14/2011</del>	<del>18,112.00</del>	<del>_____</del>
815	INSTALL DRAINS & STORMDRAIN CURBING	4/29/2011	9,314.00	2,328.50
817	INSTALL BODY/CRANE	4/22/2011	6,072.42	-
822	STEEL GRATES	9/2/2011	2,040.00	-



831	6" TRASH PUMP HONDA 24 TRAILER	11/3/2011	11,065.00	3,411.71
856	STORM DRAIN REPAIR	9/20/2012	7,142.87	6,056.57
857	STORM DRAIN REPIAR	9/30/2012	8,539.50	3,344.64
858	STORM DRAIN REPAIR	9/30/2012	8,772.70	3,435.97
884	SEAWALL REHABILITATION PROJECT	9/30/2013	12,500.00	10,381.93
903	STORM SEWER REPAIR 176 REX PLACE	7/11/2014	11,500.00	6,612.50
926	STORMWATER MASTER PLAN	9/30/2014	43,693.57	25,852.02
951	STORMWATER EASEMENT	5/29/2015	5,000.00	5,000.00
952	SW DRAIN/RDWY IMP: 140TH AVE-CONST	4/16/2015	24,473.75	20,190.84
953	SW DRAIN/RDWY IMP:CRYSTAL/FLAMINGO DR-CONST	4/9/2015	42,299.30	34,896.92
954	SW DRAIN/RDWY IMP: LILLIAN ROAD-CONSTR	3/13/2015	76,714.15	62,969.52
955	STORM SEWER LINING	2/20/2015	7,460.00	6,092.33
956	SW DRAIN/RDWY IMP: REX PLACE-CONSTR	2/20/2015	14,800.00	12,086.67
957	SW DRAIN/RDWY IMP: LILLIAN RD (ENGINEER)	12/19/2014	8,552.50	6,913.27
958	RCLM WTR SVC CONECT: 214 BOARDWALK PLACE	11/26/2014	1,390.00	1,117.79

964	STORM SEWER LINING	2/20/2015	129,643.00	105,875.12
1003	2016 CHEVY SILVERADO 2500HD 4WD 2CAB PK	7/22/2016	34,504.95	23,414.07
1004	2016 CHEVY SILVERADO 2500HD 4WD 2CAB PK	7/22/2016	34,504.95	23,414.07
1005	DRAINAGE & RDWY:CRYSTAL ISL/NORMANDY CON	4/1/2016	350,574.98	306,753.11
1010	STORMWATER POINT REPAIRS	3/11/2016	5,000.00	4,354.17
1011	STORMWATER POINT REPAIRS: 355 14 AVE	7/15/2016	5,000.00	4,437.50
1013	STORMWATER POINT REPAIRS	9/2/2016	5,800.00	5,195.83
1034	REPLACE RCP PIPE & INTO SEAWALL	7/28/2017	48,390.00	45,365.62
1035	DREDGING AT 15459 FOR STORM OUTFALL	2/10/2007	14,500.00	13,291.67
1036	INSTALL OF 140 LF MOD VALLEY CURB	12/2/2016	5,840.00	5,304.67
1037	ENGINEERING & SURVEYING N. BAYSHORE/PARS	8/11/2017	185,459.00	174,640.56
1041	BOCA CIEGA AVE PROJECT 1B	8/17/2018	3,784,610.57	3,753,072.15
1042	REX PLACE PROJECT	9/11/2018	1,028,195.97	1,023,911.82
1043	ENGINEERING FOR SW IMPROVEMENTS	10/1/2017	8,613.50	4,306.75
1053	SW REPAIR/BACKFLOW PREVENTION	7/13/2018	30,885.00	30,498.94

1054	2018 ELGIN WHIRLWIND STREET SWEEPER	7/6/2018	294,345.00	286,986.37
1055	BOCA CIEGA AVE PROJECT 1C	8/17/2018	461,394.60	457,549.64
988-SP	DRAINAGE & RDWY: CRYSTAL ISL/NORMANDY CON	4/1/2016	354,983.22	310,610.32
1040-SP	BOCA CIEGA AVE PROJECT 1A	8/17/2018	200,191.78	198,523.52
1031-ND	GULF BLVD. IMPROVEMENTS PHASE 1	9/1/2017	2,036,838.36	1,963,285.87
893-SP	SEAWALL REHABILITATION PROJECT	9/30/2013	122,225.00	101,514.64
<del>921-SP</del>	<del>2014 FORD EXPLORER 4X4</del>	<del>6/27/2014</del>	<del>28,147.00</del>	<del>3,752.93</del>
922-SP	2014 POLARIS RANGER 400	3/21/2014	11,853.00	987.75
<del>1050-SP</del>	<del>2017 FORD EXPLORER 4X4</del>	<del>11/20/2017</del>	<del>31,986.00</del>	<del>27,797.36</del>
846-ND	CURRENCY SCANNER SORTER	9/27/2012	2,819.00	-
883-ND	SEAWALL REHABILITATION PROJECT	9/30/2013	155,650.00	129,275.99
902-ND	COMMERCIAL SCANNER	4/18/2014	5,220.00	-
CS-100	LAND - LIFT STATION EASEMENTS	10/1/1953	20,413.00	20,413.00

### Stormwater

#### Subtotal

12,256,832.31 10,952,286.36

#### Key

210310 FINAL 210124

LEVEL-OF-SERVICE ("LOS") STANDARDS REPORT

Page 48 of 79

	LAND
	FACILITIES
	EQUIPMENT

**TABLE B-3**  
**INVENTORY OF CAPITAL SERVICES ASSETS: PUBLIC SAFETY SERVICES**  
**EMS/FIRE**

<b>Asset #</b>	<b>Description</b>	<b>Acquired Cost</b>
266	#010021 OUTDOOR WARNING/PUBLIC ADDRESS SYSTEM	31,570.61
605	2004 PIERCE ENFORCER FIRE PUMPER	353,820.00
607	RADIO, PORTABLE, MOTOROLA XTS5000	3,308.00
609	OPTICOM / GULF BLVD @ 140TH AVE #938	5,879.00
610	OPTICOM / GULF BLVD @ 150TH AVE #936	5,879.00
636	WASHING MACHINE, CONTINENTAL	4,065.00
693	OPTICOM / GULF BLVD @ MADEIRA WAY #934	3,564.00
694	OPTICOM / DUHME @ AMERICAN LEGION #931	1,675.00
695	OPTICOM / 150TH AVE. @ MADEIRA WAY #935	7,713.78
696	OPTICOM / 150TH AVE. @ DUHME RD. #932	7,713.77
712	HOSE RACK, GEARGRID	1,714.00
715	RESCUE SAW, STIHL TS-700 14"	1,003.26
875	FIRE DEPT. HOSES	8,463.10
877	FIRE DEPT. TOUGHBOOK LAPTOPS	7,451.04
886-ND	FIRE DEPT. EXTRACTION EQUIPMENT	17,750.00
891	FIRE DEPT. SCBA AIR TANKS	93,546.81
909	FIRE HOSES	1,727.37
910	TOUGHBOOKS	3,864.48
911	CUSTOM BED FOR POLARIS	4,000.00
912	POWER ROLLER W/5" COUPLING JAW	8,195.00
913	DIGITAL STATION ENCODER	10,662.00

921-SP	2014 FORD EXPLORER 4X4	28,147.00
931	SHARK FIXTURE AT FIRE STATION	1,000.00
932	EMS JET SKIS (2) & OUTFITTING	30,811.40
933	FIRE STATION FACILITY COMPONENTS	3,743.52
934	BUNKER GEAR - BELK	2,584.72
935	BUNKER GEAR - CHILDERS	2,584.72
967	FIRE STATION	1,753,379.05
973	FIRE STATION FFE	75,565.00
1016	SAUNA ROOM AT FIRE HOUSE	10,754.91
1017	SECURITY SYSTEM AT FIRE HOUSE	5,954.94
1018	ELECTRONIC UPGRADES AT FIRE HOUSE	7,334.50
1019-SP	2017 FIRE TRUCK INCLUDING FIREHOSE & HEA	713,027.36
1045	EXTRICATION TOOLS FOR T25	17,644.00
1046	SOFTWARE (MOBILE-EYES)	9,220.00
1050-SP	2017 FORD EXPLORER 4X4	31,986.00
1061	CONCRETE APPROACHES FIRE STATION	62,091.05
1062	APX 8000 PORTABLE RADIOS	14,568.06
1063	FIRE STATION A/C UNITS	11,985.00

3,365,946.45

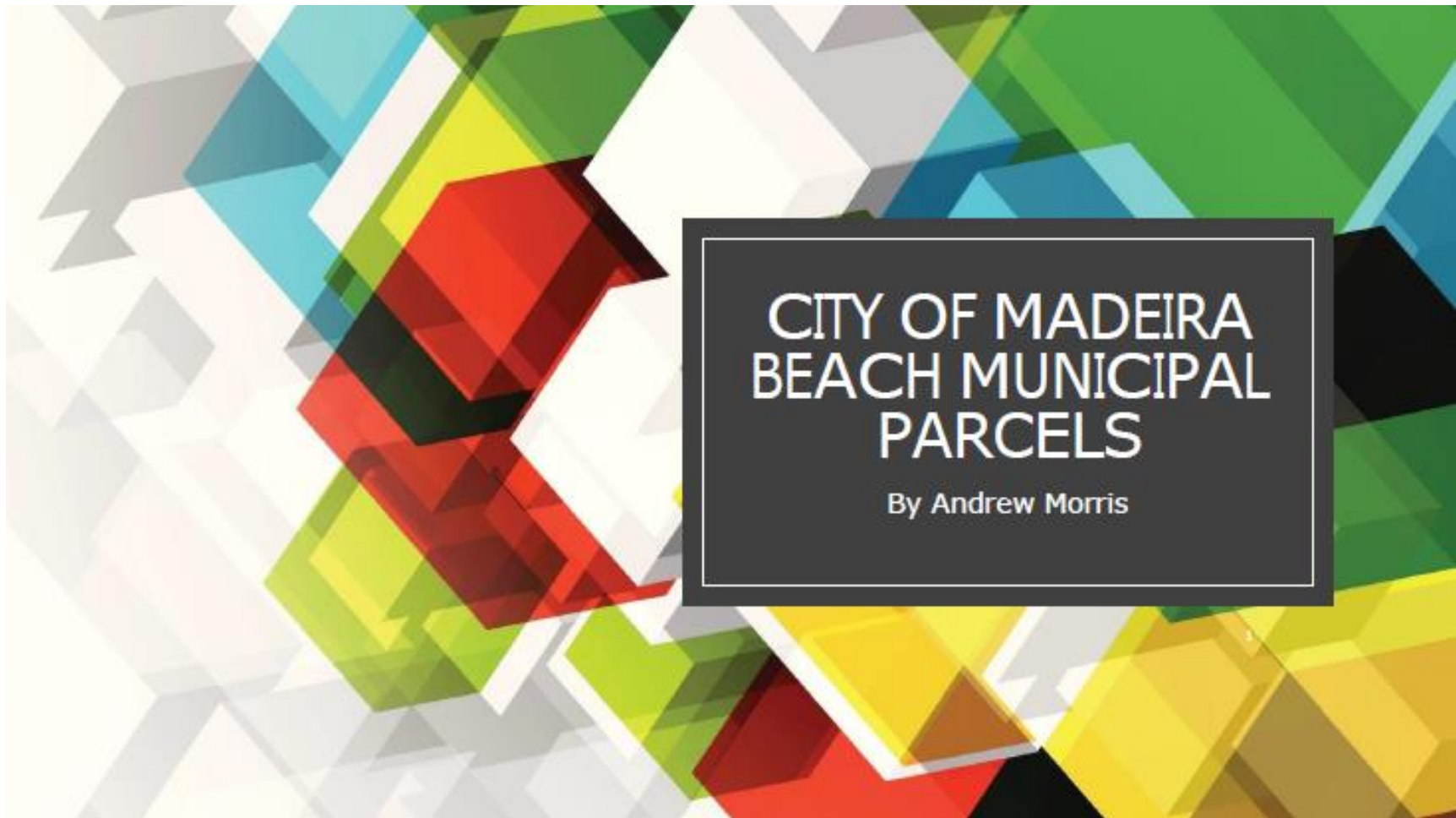
## APPENDIX C

### City of Madeira Beach Municipal Lands Inventory

The majority of the value in the City's fixed assets is in its barrier island land holdings. City staff are in the process of establishing a Geographic Information System ("GIS") to improve staff's ability to perform geospatial analysis of issues of municipal concern or importance as they arise. This technology is quite common-place now in municipal government and the data the GIS contains for analytical purposes will prove essential as the City moves forward with proportionate-share development fees and other advanced municipal endeavors in the future.

The following worksheets were supplied by the City's Community Development Department and provide a visual capture of the real estate owned by the City, its rough area in acreage, and its value according to the Pinellas County Property Appraiser. These data provide the bases for the acres of improved municipal facilities and services that determine the numerator for the LOS standards for improved municipal culture and recreation, and mobility facilities and services.

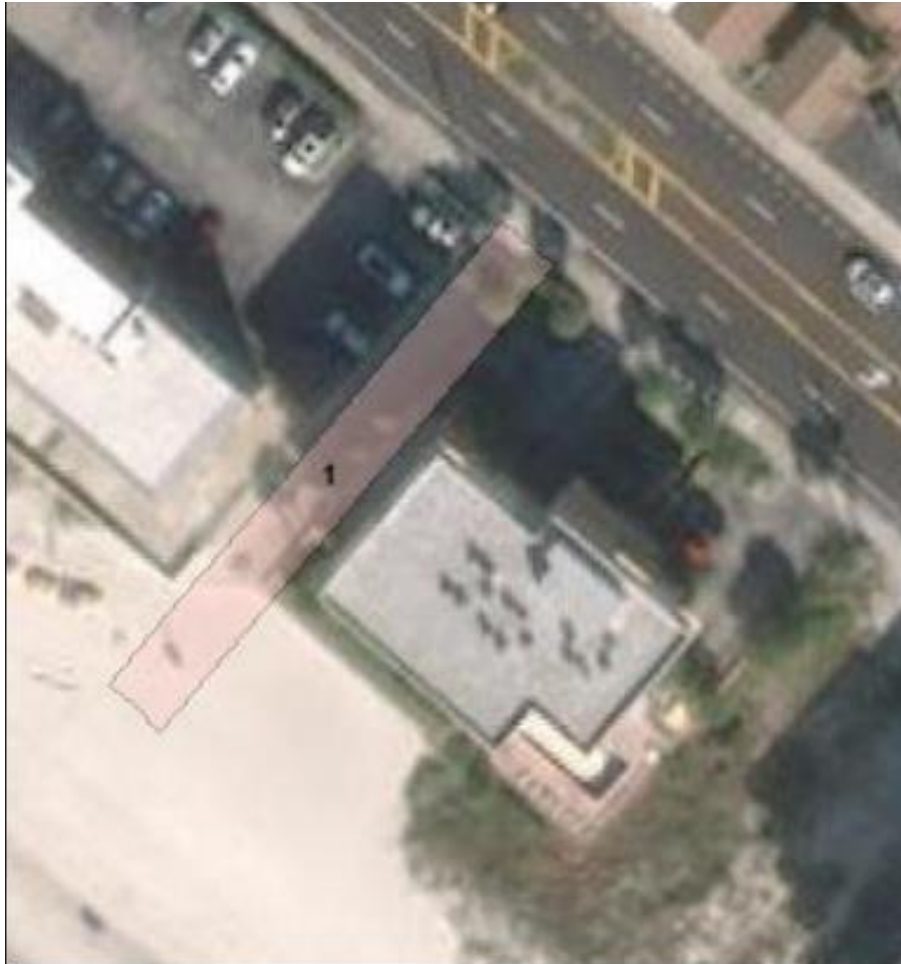




# Municipal Owned Parcels Summary Table

OBJECTID	SLEGAL	PARUSEDISC	Zoning	ACRES	LANDSQFOOT	PHYADDR1	PARCELID	LNDVAL
1	GULF SHORES SUB	VACANT COMMERCIAL	R-3	0.081	3520 GULF BLVD	09-31-15-34306-001-0100	0500	
2	WILLIAMS, BILL	VACANT COMMERCIAL	R-2	0.085	3549 129TH AVE E	15-31-15-47546-002-0110	177264	
3	GULF SHORES 2ND ADD	VACANT COMMERCIAL	R-3	0.140	6364 GULF BLVD	10-31-15-34344-001-0011	949025	
4	LONE PALM BEACH	VACANT COMMERCIAL	R-1	0.174	7594 HARBOR DR	09-31-15-52032-000-0360	85	
5	MADDERA BEACH MARINA BEING	AIRPORTS (PRIVATE OR COMMERCIAL), BUS TERMINALS, MARINE TERMINALS, PIERS, MARINAS	C-4	5.502	256870 503 150TH AVE	09-31-15-00005-140-0300	5210440	
6	WILLIAMS, BILL	VACANT COMMERCIAL	C-1	0.060	3699 VILLAGE BLVD	15-31-15-47012-000-0270	205700	
7	MITCHELL'S BEACH REVISED	VACANT COMMERCIAL	C-3	0.109	6716 GULF BLVD	15-31-15-58325-011-0070	3469719	
8	MITCHELL'S BEACH REVISED	LEASEHOLD INTERESTS (GOVERNMENT-OWNED PROPERTY LEASED BY A NON-GOVERNMENTAL LESSEE)	C-1	0.222	9882 12628 VILLAGE BLVD	15-31-15-58325-540-0200	889606	
9	GULF SHORES 3RD ADD HILPARK	VACANT COMMERCIAL	R-1	0.130	4630 W BAYSHORE LK	10-31-15-34362-013-0270	240670	
10	WILLIAMS, BILL	VACANT COMMERCIAL	R-3	0.090	4194 139TH AVE E	15-31-15-47566-001-0130	259146	
11	WALTON'S BEACH BEING A 5TH ADD	VACANT COMMERCIAL	R-3	0.043	1891 GULF BLVD	09-31-15-00000-410-0200	0500	
12	BAY POINT ESTATES 1ST ADD	VACANT COMMERCIAL	R-1	0.085	4145 SUNSET CV	10-31-15-04402-005-0240	850	
13	MITCHELL'S BEACH REVISED	VACANT COMMERCIAL	R-3	0.300	15499 GULF BLVD	15-31-15-58325-005-0130	1119809	
14	BAY POINT ESTATES 2ND ADD	VACANT RESIDENTIAL	R-1	0.219	9257 BAY POINT DR	10-31-15-04500-003-0000	373051	
15	MITCHELL'S BEACH REVISED	VACANT COMMERCIAL	R-3	0.155	6743 GULF BLVD	15-31-15-58325-005-0050	514420	
16	LONE PALM BEACH 5TH ADD	VACANT COMMERCIAL	C-3	0.032	1407 1ST ST E	09-31-15-52014-004-0141	85	
17	PARK AREA, BEING PT LOT 13	VACANT COMMERCIAL	R-3	2.570	112224 GULF LN	15-31-15-00000-420-0100	10440300	
18	CRYSTAL ISLAND 1ST ADD	MUNICIPAL, OTHER THAN PARKS, RECREATIONAL AREAS, COLLEGES, HOSPITALS	R-1	1.895	73852 LILLIAN DR	10-31-15-19960-000-0030	1255407	
19	CRYSTAL ISLAND	VACANT RESIDENTIAL	R-1	0.023	1002 PLAMINGO DR	10-31-15-19960-000-0561	49426	
20	PART OF SE 1/4 OF SEC 1830	FOREST, PARKS, RECREATIONAL AREAS	P-RP	1.51	85771 150TH AVE	09-31-15-00000-140-0470	7457210	
21	CITY HALL COMPLEX DESC AS	MUNICIPAL, OTHER THAN PARKS, RECREATIONAL AREAS, COLLEGES, HOSPITALS	P-RP	20.354	302590 300 MUNICIPAL DR	09-31-15-00000-130-0100	13408020	
22	GULF SHORES 4TH ADD	VACANT RESIDENTIAL	R-1	0.090	2940 S BAYSHORE LK	10-31-15-34362-010-0070	345760	
23	ELLEN SUB	MUNICIPAL, OTHER THAN PARKS, RECREATIONAL AREAS, COLLEGES, HOSPITALS	C-1	0.412	17829 VILLAGE BLVD	15-31-15-25032-000-0010	1219519	
24	MADDERA BEACH VETS PARK	MUNICIPAL, OTHER THAN PARKS, RECREATIONAL AREAS, COLLEGES, HOSPITALS	R-3	3.351	196246 10102 GULF BLVD	09-31-15-00000-130-0300	10332570	





## Parcel 1:Gulf Shores Sub

Attribute	Values
Description	VACANT COMMERCIAL
Address	GULF BLVD
Parcel ID	09-31-15-34308-001-0160
Zoning	R-3
Acres	0.081
Land Square Foot	3520
Land Value	\$8500

4





## Parcel 2: William's, Bill

Attribute	Values
Description	VACANT COMMERCIAL
Address	129TH AVE E
Parcel ID	15-31-15-97848-002-0110
Zoning	R-2
Acres	0.065
Land Square Foot	2849
Land Value	\$177,934

5



## Parcel 3: Gulf Shores 2nd Add

Attribute	Values
Description	VACANT COMMERCIAL
Address	GULF BLVD
Parcel ID	10-31-15-34344-001-0011
Zoning	R-3
Acres	0.146
Land Square Foot	6364
Land Value	\$949,025

6





## Parcel 4: Lone Palm Beach

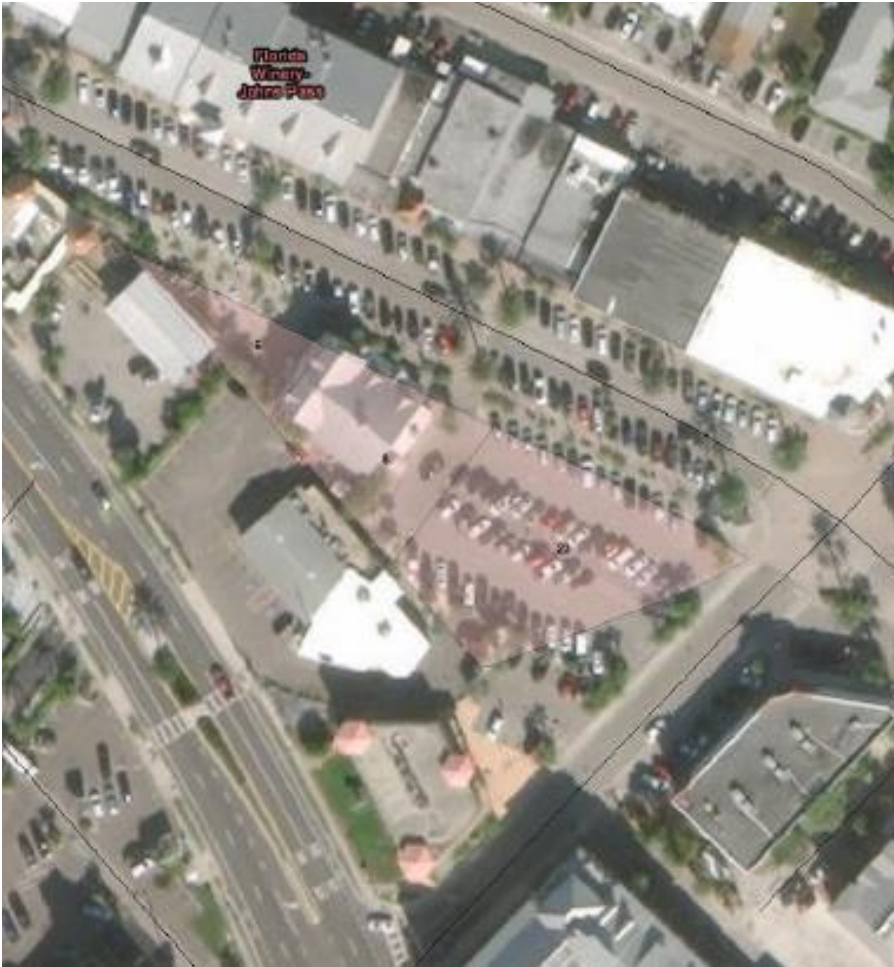
Attribute	Values
Description	VACANT COMMERCIAL
Address	HARBOR DR
Parcel ID	09-31-15-52632-000-0390
Zoning	R-1
Acres	0.174
Land Square Foot	7584
Land Value	\$85
7	



## Parcel 5: Madeira Beach Marina

Attribute	Values
Description	AIRPORTS (PRIVATE OR COMMERCIAL), BUS TERMINALS, MARINE TERMINALS, PIERS, MARINAS
Address	503 150TH AVE
Parcel ID	09-31-15-00000-140-0300
Zoning	C-4
Acres	5.502
Land Square Foot	239,676
Land Value	\$5,210,440

8

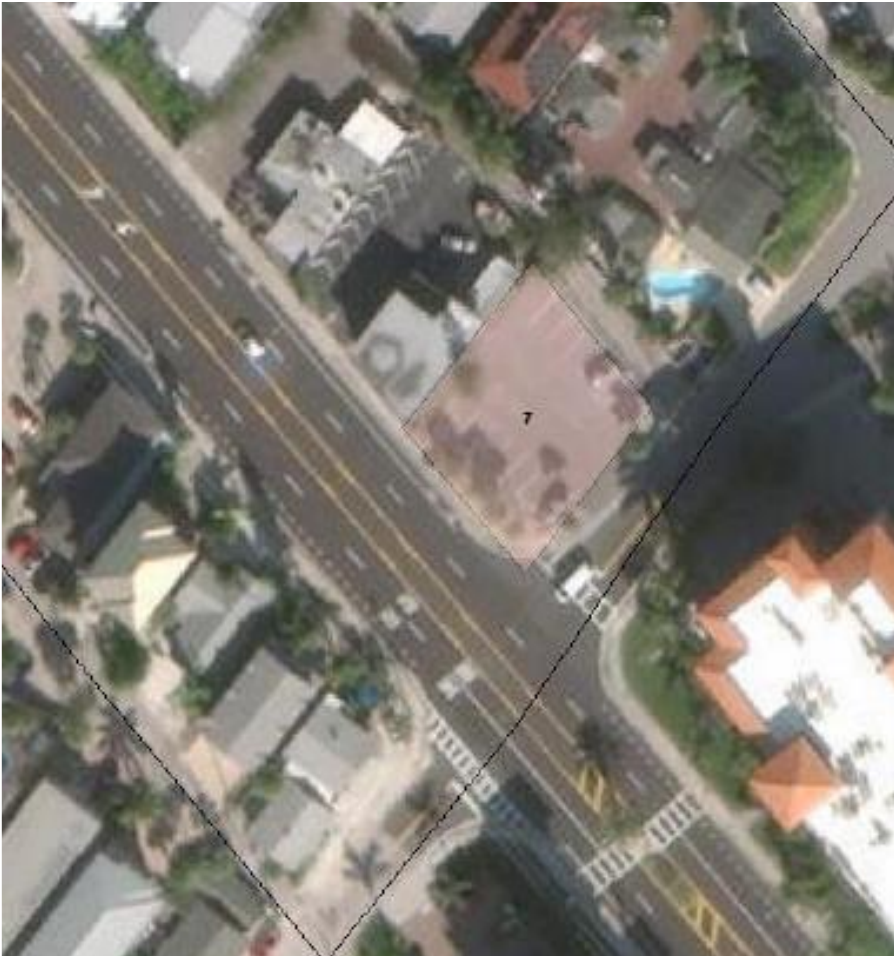


## Parcel 6: William's, Bill

Attribute	Values
Description	VACANT COMMERCIAL
Address	VILLAGE BLVD
Parcel ID	15-31-15-97812-000-0270
Zoning	C-1
Acres	0.092
Land Square Foot	3999
Land Value	\$205,700

9

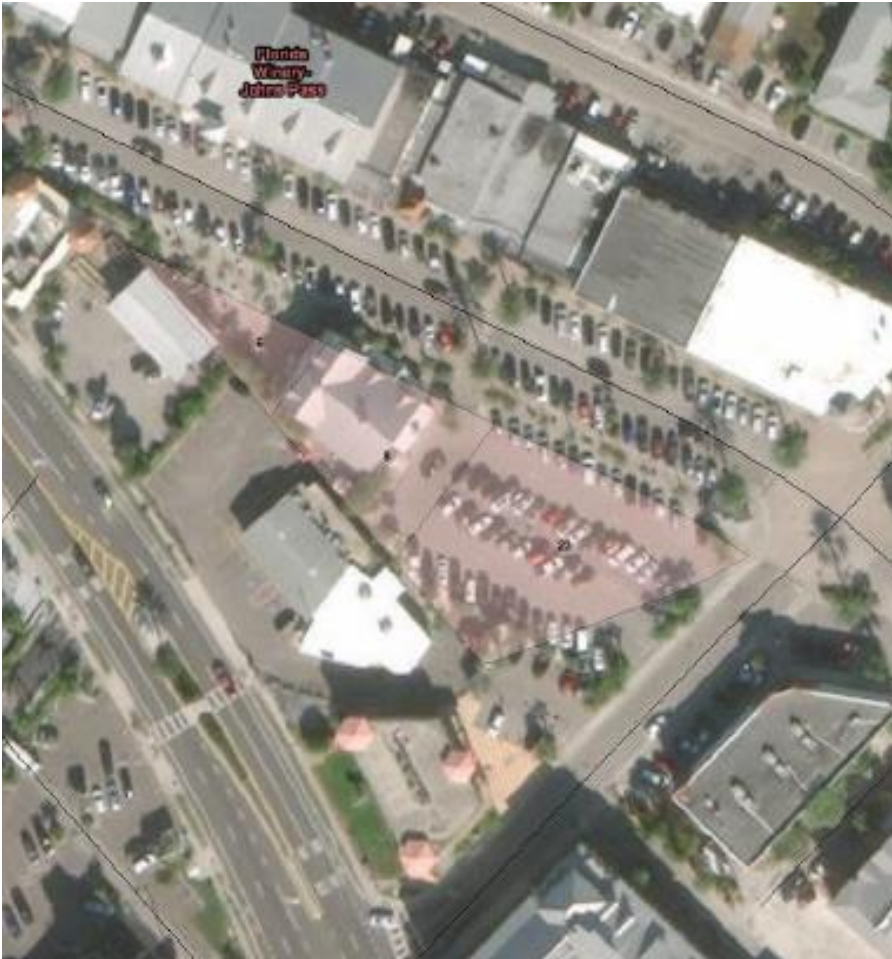




## Parcel 7: Mitchell's Beach Revised

Attribute	Values
Description	VACANT COMMERCIAL
Address	GULF BLVD
Parcel ID	15-31-15-58320-011-0010
Zoning	C-3
Acres	0.159
Land Square Foot	6774
Land Value	\$346,119

10



## Parcel 8: Mitchell's Beach Revised

Attribute	Values
Description	LEASEHOLD INTERESTS (GOVERNMENT-OWNED PROPERTY LEASED BY A NON-GOVERNMENTAL LESSEE)
Address	12928 VILLAGE BLVD
Parcel ID	15-31-15-58320-043-0200
Zoning	C-1
Acres	0.222
Land Square Foot	9692
Land Value	\$689,609

11



## Parcel 9: Gulf Shores 3<sup>rd</sup> Add Replat

Attribute	Values
Description	VACANT COMMERCIAL
Address	N BAYSHOREDR
Parcel ID	10-31-15-34362-013-0210
Zoning	R-1
Acres	0.106
Land Square Foot	4626
Land Value	\$248,676

12





## Parcel 10: William's, Bill

Attribute	Values
Description	VACANT COMMERCIAL
Address	129TH AVE E
Parcel ID	15-31-15-97866-001- 0130
Zoning	R-2
Acres	0.096
Land Square Foot	4164
Land Value	\$259,148

13



## Parcel 11: Beach Access Being A Strip

Attribute	Values
Description	VACANT COMMERCIAL
Address	GULF BLVD
Parcel ID	09-31-15-00000-410-0200
Zoning	R-3
Acres	0.043
Land Square Foot	1891
Land Value	\$8,500

14



## Parcel 12: Bay Point Estates 1<sup>st</sup> Add

Attribute	Values
Description	VACANT COMMERCIAL
Address	SUNSET CV
Parcel ID	10-31-15-04482-003-0240
Zoning	R-1
Acres	0.095
Land Square Foot	4143
Land Value	\$850

15





## Parcel 13: Mitchell's Beach Revised

Attribute	Values
Description	VACANT COMMERCIAL
Address	GULF BLVD
Parcel ID	15-31-15-58320-003-0130
Zoning	R-3
Acres	0.356
Land Square Foot	15499
Land Value	\$1,119,909

16



## Parcel 14: Bay Point Estates 2<sup>nd</sup> Add

Attribute	Values
Description	VACANT COMMERCIAL
Address	BAY POINT DR
Parcel ID	10-31-15-04500-002-0060
Zoning	R-1
Acres	0.219
Land Square Foot	9557
Land Value	\$372,051

17



## Parcel 15: Mitchell's Beach Revised

Attribute	Values
Description	VACANT COMMERCIAL
Address	GULF BLVD
Parcel ID	15-31-15-58320-005-0050
Zoning	R-3
Acres	0.155
Land Square Foot	6743
Land Value	\$514,420

18





## Parcel 16: Lone Palm Beach 5<sup>th</sup> Add

Attribute	Values
Description	VACANT COMMERCIAL
Address	1ST ST E
Parcel ID	09-31-15-52614-004-0141
Zoning	C-3
Acres	0.032
Land Square Foot	09-31-15-52614-004-0141
Land Value	\$85

19



## Parcel 17: Park Area, Being PT Lot 13

Attribute	Values
Description	VACANT COMMERCIAL
Address	GULF LN
Parcel ID	15-31-15-00000-420-0100
Zoning	R-3
Acres	2.576
Land Square Foot	112224
Land Value	\$10,448,300

20



## Parcel 18: Crystal Island 1<sup>st</sup> Add

Attribute	Values
Description	MUNICIPAL, OTHER THAN PARKS, RECREATIONAL AREAS, COLLEGES, HOSPITALS
Address	LILLIAN DR
Parcel ID	10-31-15-19980-000-0830
Zoning	R-1
Acres	1.695
Land Square Foot	73852
Land Value	\$1,255,467

21





## Parcel 19: Crystal Island

Attribute	Values
Description	VACANT RESIDENTIAL
Address	FLAMINGO DR
Parcel ID	10-31-15-19962-000-0561
Zoning	R-1
Acres	0.023
Land Square Foot	1002
Land Value	\$49,426

22



## Parcel 20: Part of SE ¼ Of Sec Desc

Attribute	Values
Description	FOREST, PARKS, RECREATIONAL AREAS
Address	150TH AVE
Parcel ID	09-31-15-00000-140- 0410
Zoning	P-SP
Acres	1.51
Land Square Foot	65771
Land Value	\$1,957,310

23



## Parcel 21: City Hall Complex

Attribute	Values
Description	MUNICIPAL, OTHER THAN PARKS, RECREATIONAL AREAS, COLLEGES, HOSPITALS
Address	300 MUNICIPAL DR
Parcel ID	09-31-15-00000-130-0100
Zoning	P-SP
Acres	20.284
Land Square Foot	883580
Land Value	\$13,466,626

24

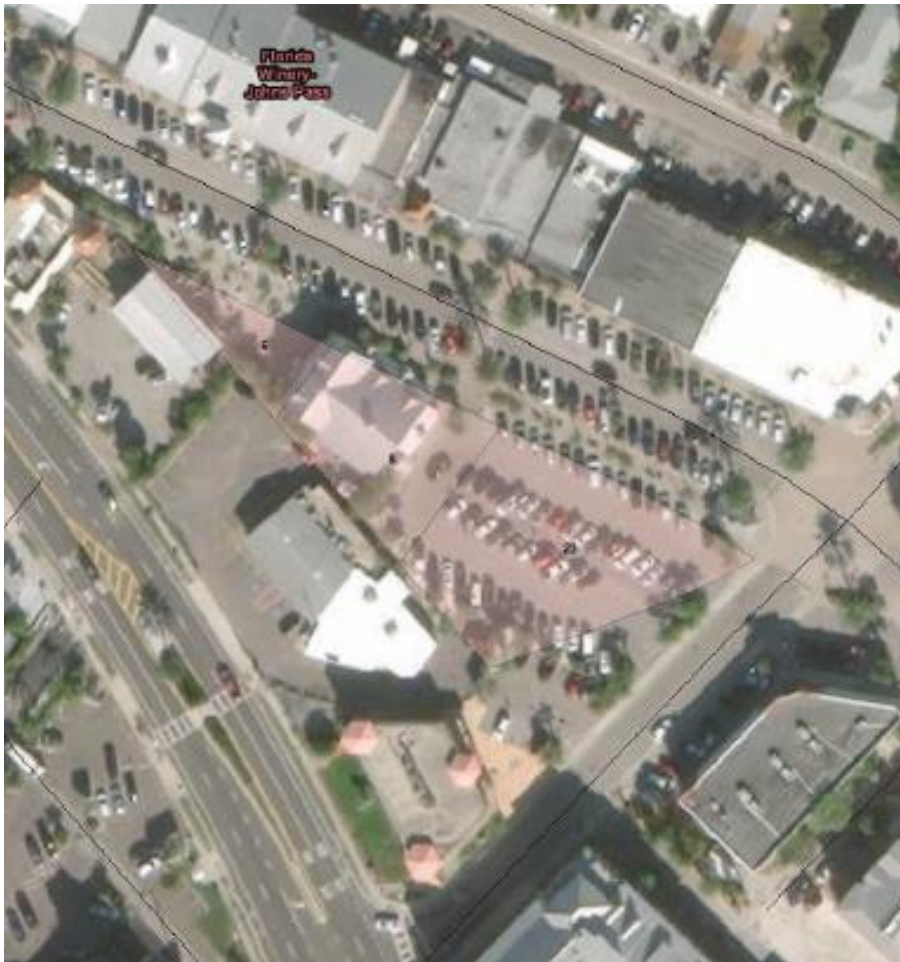




## Parcel 22: Gulf Shores 4<sup>th</sup> Add

Attribute	Values
Description	VACANT RESIDENTIAL
Address	S BAYSHORE DR
Parcel ID	10-31-15-34380-016-0010
Zoning	R-1
Acres	0.068
Land Square Foot	2945
Land Value	\$95,793

25

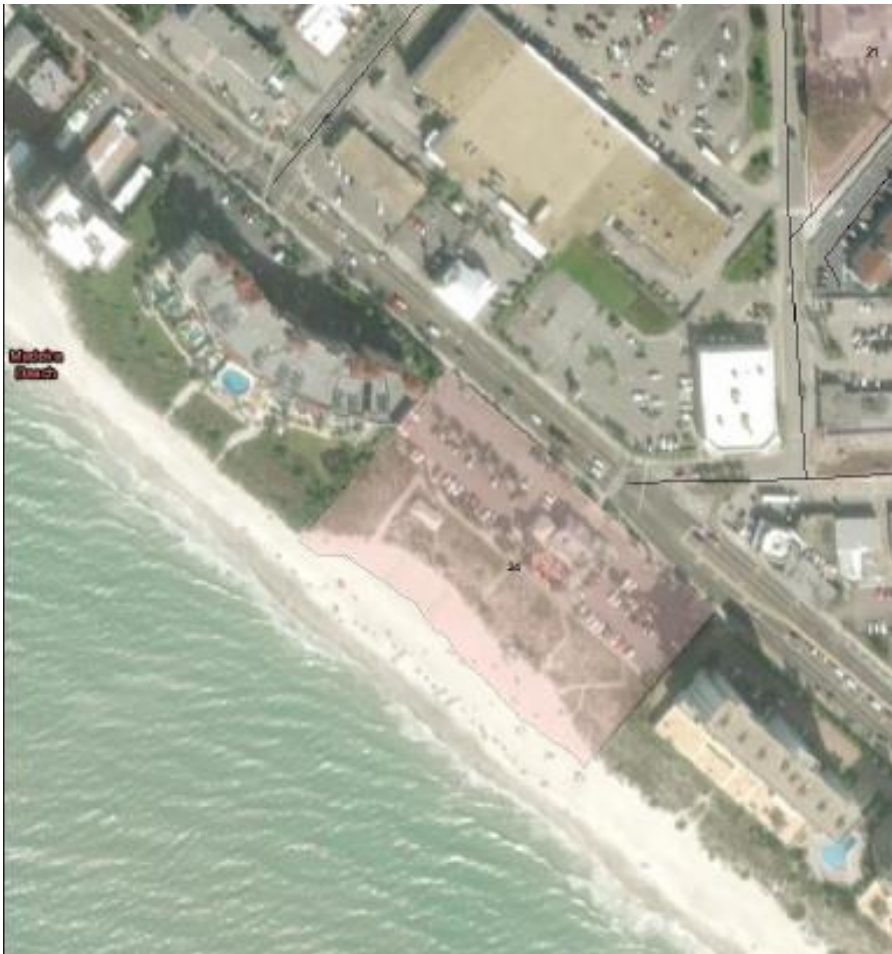


## Parcel 23: Ellen Sub

Attribute	Values
Description	MUNICIPAL, OTHER THAN PARKS, RECREATIONAL AREAS, COLLEGES, HOSPITALS
Address	
Parcel ID	15-31-15-25632-000-0010
Zoning	C-1
Acres	0.412
Land Square Foot	17929
Land Value	\$1,219,519

26





## Parcel 24: Madeira Beach Vets Park

Attribute	Values
Description	MUNICIPAL, OTHER THAN PARKS, RECREATIONAL AREAS, COLLEGES, HOSPITALS
Address	15102 GULF BLVD
Parcel ID	09-31-15-00000-130-0500
Zoning	R-3
Acres	3.357
Land Square Foot	146244
Land Value	\$15,332,576

27

## Sources

- FGDL. (2020). Florida Parcel Data Statatwide-2019. [Shapefile]. Retrieved from <https://www.fgdl.org/metadataexplorer/explorer.jsp>

28

Fire/Ems	Interest Earnings	\$ (191.99)	2023
Recreation	Impact Fees - Residential - Culture/Recreation	\$ (92,389.22)	2023
Recreation	Impact Fees - Commercial - Culture/Recreation	\$ (1,554.90)	2023
Recreation	Interest Earnings	\$ (3,806.39)	2023
Public Works Streets	Impact Fees - Residential - Transportation	\$ (20,929.74)	2024
Public Works Streets	Transportation Residential Impact Fees - Pinellas County	\$ (19,525.32)	2024
Public Works Streets	Impact Fees - Commercial - Transportation	\$ (870.75)	2024
Public Works Streets	Transportation Commercial Impact Fees - Pinellas County	\$ (6,924.96)	2024
Public Works Streets	Interest Earnings	\$ (2,268.84)	2024
Fire/Ems	Impact Fees - Residential - Public Safety	\$ (8,371.90)	2024
Fire/Ems	Impact Fees - Commercial - Public Safety	\$ (348.30)	2024
Fire/Ems	Interest Earnings	\$ (587.06)	2024
Recreation	Impact Fees - Residential - Culture/Recreation	\$ (165,763.54)	2024
Recreation	Impact Fees - Commercial - Culture/Recreation	\$ (6,896.34)	2024
Recreation	Interest Earnings	\$ (11,461.12)	2024
Public Works Streets	Impact Fees - Residential - Transportation	\$ (7,197.39)	2025
Public Works Streets	Transportation Residential Impact Fees - Pinellas County	\$ (7,787.00)	2025
Public Works Streets	Impact Fees - Commercial - Transportation	\$ -	2025
Public Works Streets	Transportation Commercial Impact Fees - Pinellas County	\$ (5,558.00)	2025
Public Works Streets	Interest Earnings	\$ (2,171.62)	2025
Fire/Ems	Impact Fees - Residential - Public Safety	\$ (2,878.96)	2025
Fire/Ems	Impact Fees - Commercial - Public Safety	\$ -	2025
Fire/Ems	Interest Earnings	\$ (456.60)	2025
Recreation	Impact Fees - Residential - Culture/Recreation	\$ (57,008.72)	2025
Recreation	Impact Fees - Commercial - Culture/Recreation	\$ -	2025
Recreation	Interest Earnings	\$ (9,006.43)	2025

**\$ (453,623.24)**

Total - Transportation	\$ (87,556.19)
Total - Public Safety	\$ (17,571.75)
Total - Culture/Recreation	\$ (347,886.66)

## Elevation and New Single-Family Home Permits Issued

TYPE	VALUE OF JOB	PERMIT FEE 1% (no impact fee)	PERMIT FEE 2% (no impact fee)	IMPACT FEES
<b>New Home</b>	\$1,100,000.00	\$11,326.25	\$22,601.25	\$14,985.54
<b>New Home</b>	\$425,000.00	\$4,407.50	\$8,763.75	\$8,617.69
<b>New Home</b>	\$1,200,000.00	\$12,351.25	\$24,651.25	\$3,755.86
<b>Elevation</b>	\$160,030.00	\$1,691.55	\$3,331.87	n/a
<b>Elevation</b>	\$100,000.00	\$1,076.25	\$2,101.25	n/a
<b>Elevation</b>	\$202,216.00	\$2,123.96	\$4,196.67	\$4,955.31





## MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Robin Gomez, City Manager

FROM: Clint Belk, Fire Chief

DATE: June 11, 2025

RE: Resolution 2025-05, Emergency Operations Plan 2025 - 2028

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### **Background**

Every year, before the start of hurricane season, City staff review and revise the Emergency Operations Plan for the City of Madeira Beach and Redington Communities.

### **Fiscal Impact**

There is no financial impact.

### **Recommendation**

It is recommended that the Board of Commissioners adopt Resolution 2025-05, Emergency Operations Plan 2025 - 2028

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

- Resolution 2025-05
- Emergency Operations Plan 2025 - 2028



**RESOLUTION 2025-05**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, PROVIDING FOR THE ADOPTION OF THE CITY OF MADEIRA BEACH EMERGENCY OPERATIONS PLAN DATED JUNE 11, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** City Staff has reviewed the current Emergency Operations Plan and desires to amend the same; and

**WHEREAS,** the Board of Commissioners has reviewed the revised Emergency Operations Plan, dated June 11, 2025, and wishes to adopt it.

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

**Section 1.** The City of Madeira Beach Emergency Operations Plan, dated June 11, 2025, attached hereto as an exhibit to the resolution, is hereby adopted.

**Section 2.** This resolution shall take effect upon its passage and adoption.

**INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

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

ATTEST:

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



**City of Madeira Beach  
and the Redington Communities**

**EMERGENCY OPERATIONS PLAN**

**~~2019/2020~~ 2025 / 2028**

**Adopted 6/11/2025**

**The City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 32708  
(727) 391-9951**

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## EMERGENCY OPERATIONS PLAN – IN GENERAL

### Introduction

The preservation of life and property is an inherent responsibility of all levels of government. Since disasters in many devastating forms may strike at any time, the City of Madeira Beach Emergency Operations Plan must provide safeguards, which will save lives and minimize property damage through prior planning, preparedness measures and training. Sound emergency plans carried out by knowledgeable and well-trained personnel can and will minimize losses from any disasters that may occur.

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Each department within the organization with a role in the implementation of the Emergency Operations Plan needs to be familiar with this plan to ensure efficient and effective execution of emergency responsibilities. Each department must develop and maintain related departmental emergency plans and/or standard operating procedures.

This Emergency Operation Plan will continue to be evaluated, updated, and refined to meet the City's changing needs.

### Purpose

The City of Madeira Beach Emergency Operations Plan establishes planned response to extraordinary emergency situations associated with natural disasters. It establishes procedures and an emergency management organization and assigns roles and responsibilities to ensure the effective management of emergency operations within the City of Madeira Beach. The plan was created by a collaboration of City departments and adopted by the City of Madeira Beach Board of Commissioners.

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The term "disaster" refers to a calamitous event, especially one occurring suddenly and causing great loss of life, damage, or hardship, as a flood, freeze, windstorm, hurricane, tornado, major fires, and explosions and other catastrophes resulting, or likely to result, in loss of life and/or significant property damage.

### Goal

The overall goal of the Emergency Operations Plan is to ensure life safety, property protection, response and recovery capabilities, and continuity of City operations.

### Preparedness

Planning makes it possible to manage the entire life cycle of a potential crises and determine capability requirements. It ensures that the organization has complied with the preventive measures; is in a state of readiness to contain the effects of a forecasted disastrous event to minimize loss of life, injury, and damage to property; can provide rescue, relief, rehabilitation, and other services in the aftermath of the disaster; and has the capability and resources to continue to sustain its essential functions without being overwhelmed by the demand placed on them.

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### Legal Authority

In accordance with Florida Statutes, Chapter 252, a state of emergency shall be declared by executive order or proclamation of the Governor if determined that an emergency has occurred or that the occurrence or the threat thereof is imminent. The state of emergency shall continue until the Governor finds that the threat or danger has been dealt with to the extent that the emergency conditions no longer exist or the Governor terminates the state of emergency by executive order or proclamation, but no state of emergency declared pursuant to the Florida Emergency Management Act may continue for longer than 60 days unless renewed by the Governor.

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It is within the discretionary powers conferred upon the Governor by Chapter 252, Florida Statutes to direct and compel the evacuation of all or part of the population from any stricken or threatened area within the state if he or she deems this action necessary for the preservation of life or other emergency mitigation, response or recovery. Chapter 252, Florida Statutes together with Executive Order 80-29 authorizes local governments to order or direct the evacuation of its citizens when threatened by a disaster in the absence of a directive from the Governor. Nothing in the Order prevents local jurisdictions from taking prompt and necessary action to save lives and protect the property of their citizens, including the authority to compel and direct timely evacuation when necessary in the absence of the Governor's directive.

The same power to order evacuation from an approaching hurricane conferred upon the Governor by statute is delegated to the governing body of each political subdivision of the State by Executive Order 80-29. The term "political subdivision" is defined under the statute as "any county or municipality created pursuant to laws." This delegation of authority by Executive Order empowers the chief elected official of Pinellas County (Chairman of the Board of County Commissioners) and the 24 municipalities (Mayor) to order evacuation from an approaching hurricane or other threatening phenomenon.

The City of Madeira Beach Code of Ordinances, Chapter 38, Section 38-1, adopts the National Fire Code (NFPA), ~~2006~~2015 edition, which state that the Fire Chief or his designee shall enforce these Codes.

The City Manager or his designee shall have the authority to determine what constitutes an immediate hazard of life and/or property, the authority to take any action he/she deems necessary while coordinating with the City's Building Official and the Sheriff's Office.

The City Manager or his designee shall have the authority to place personnel on standby.

The Emergency Operations Plan is adopted by reference (Sec. 22-46) and is continually in effect. It is on file in the City Clerk's Office.

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## Organization

- A. The City Manager may take command and govern the City by resolution under the direction of the Board of Commissioners during the times of grave public danger or emergency. The Board of Commissioners shall be the judge of what constitutes "grave public danger or emergency", in accordance with the City of Madeira Beach City Charter. ~~The Board of Commissioners may also declare a state of emergency and evacuation without resorting to government by resolution.~~

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The Board of Commissioners may adopt an ordinance enacting an emergency management ordinance during a state of local emergency to establish a curfew and declare certain areas off limits; establish regulations of use of water; establish a prohibition of price gouging and over charging; and establish restriction on sale of alcohol, firearms, explosives, and combustibles. The ordinance authorizes the Mayor and, in the absence of the Mayor, the line of succession to declare a State of Local Emergency. Should the Mayor be unavailable or become incapacitated, the authority and responsibilities of the Mayor, under this Emergency Operations Plan shall be passed first to the Vice-Mayor and thereafter to the District Commissioners in numerical order (Commissioner of Districts 1, 2, 3 and 4).

The City Manager shall continue as Chief Administrative Official and shall manage the Departments of the City for the accomplishment of the above stated purpose. ~~The Public Information Officer shall act as the official spokespersons for the City, providing all information to the media pertaining to the disaster. If the Public Information is unavailable, the City Manager and/or Fire Chief or their designee shall act as the official spokesperson. Public Information Officer shall be responsible for operation and answering City's telephones.~~ The City Manager will assign a designee who shall be responsible for operation and answering City's telephones.

The assignments of responsibility made to the City Manager and the Department Directors for the management of the City during normal times will be preserved during an emergency or disaster. <https://library.municode.com/>

~~The Public Information Officer shall act as the official spokespersons for the City, providing all information to the media pertaining to the disaster. If the Public Information is unavailable, the City Manager and/or Fire Chief or their designee shall act as the official spokesperson. Public Information Officer shall be responsible for operation and answering City's telephones.~~

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- B. The Pinellas County Sheriff's Office, under the terms of its contract with the City of Madeira Beach, shall be responsible for law enforcement, as well as special traffic control, crowd control, and aiding in evacuation.
- C. The Fire Department shall be responsible for firefighting and rescue service as well as for evacuation and initial disaster assessment.
- D. The Public Works Director and PCSO Deputies shall be responsible for the maintenance of City property and securing same against the possibility of physical damage due to wind,

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water, vandalism, or looting. When requested, Director and Deputies shall aid in evacuation. Director and deputies shall also be responsible for preservation and/or restoration of public areas and services before, during and after a disaster. The Director and deputies will also provide barricades to block off hazardous roads and to assist in identifying the evacuation routes when instructed by the law enforcement agency.

~~D.~~

- E. The City Clerk shall coordinate with all Department Directors to ensure all records will be safe and sheltered in place. It may be necessary that some records be stored in the City's off-site records center, a contracted service. Records will be backed up electronically.
- F. The Community Development Director shall be responsible for establishing communication with the Community Development Department.
- G. The Marina Manager shall be responsible for notification of boat owners moored at the City Marina, so they may secure their property.
- H. Each Department Director will ensure in advance that all assigned employees understand that it may be mandatory to report to their department.
- I. The City Manager or his designee shall be responsible for public education on:
  - 1. Hurricane preparedness
  - 2. Local emergencies
  - 3. Communications with the public
- J. Annually, the City Manager and Fire Chief (Emergency Management Coordinator) shall conduct a minimum of one full scale (city-wide) emergency exercise, prior to June 1st (except for moving furniture), followed by a critique, recommendations, and corrective action.

## Communications

The City Manager and Fire Chief shall maintain communication with Pinellas County Emergency Management by radio (see Appendix A), by telephone 727-464-3800 and/or by e-mail [ema@co.pinellas.fl.us](mailto:ema@co.pinellas.fl.us).

## Transportation

- A. Each resident is expected to provide his or her own transportation out of the city. Persons who cannot comply with this expectation should contact Pinellas County Emergency Management at 727-464-3800 or the Madeira Beach Fire Department at 727-391-3400 to page 9 of 43.40

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be placed on a Special Needs list <http://www.pinellascounty.org/emergency/specialneeds.htm> for evacuation assistance that is maintained by the Fire Department and Pinellas County.

B. Evacuation traffic will follow marked evacuation routes.

C. City vehicles, capable of operating on flooded streets, and their operators shall remain on duty until completion of evacuation. Other City vehicles may be moved to the parking garage of Cambria Hotel or the secondary EOC other location set by partnership with neighboring mainland cities. (consider noting at which Activation Level this will be done)

D. City employees will park private vehicles nose to nose at the Fire Station and/or parking garage of the Public Works EOC Cambria Hotel and be transported, by City vehicles and will report to the primary City Hall or work location location assigned.

~~D.~~

#### Other Affiliations

A. The City Manager or designee may contract with public agencies or private contractors for the exclusive use of equipment and supplies to aid during the recovery phase of a disaster. Equipment suppliers shall be under the direction of the Public Works Director while working in Madeira Beach (see Appendix F).

B. The ~~Fire Station~~/EOC will be occupied, when necessary, by Fire ~~Department staff~~ Chief, ~~Public Work~~ City Manager as well as ~~s-~~ essential staff of Public Works, Finance, and Building ~~areas well as the City Manager and~~ the representative of the PC Sheriff's Office.

#### Evacuation

A. All residents shall leave the City immediately when an evacuation is ordered.

B. Evacuation orders shall be announced by City staff and/or local law enforcement and provided to all major media outlets.

C. Pinellas County Emergency Management will alert the media (radio and television). For a local emergency, the Commission will be informed, and the City Manager or designee will alert the media (radio and television) as necessary.

D. The City will provide all media outlets with information to broadcast over its existing cablevision system to notify residents of evacuation or other emergency information as necessary. Contact Bay News 9 Assignment Desk 727-329-2400.

#### Recovery

A. When re-entry to the City is authorized after a disaster, the first activity of the Fire Department and Sheriff's Office shall be search and rescue operations. The Fire Chief will coordinate this effort.

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B. After completing the initial search and rescue operation, and clearing the immediate life-threatening hazards, all Departments will concentrate upon restoring normal services to the City.

C. As soon as it is practical after re-entering the City, damage survey teams will inspect and report damage to public and private property. The damage survey team will also decide whether to apply to the State (Chapter 252, F.S.) and Federal (Public Law 93-288, Sect. 404) governments for disaster relief for private property owners. This will be coordinated with Pinellas County Emergency Management.

C.

Upon determining the area is safe for residents, the City will be re-opened to pre-designated business employees and the citizens of Madeira Beach, all must present Emergency Access Permit at the point of entry set by PCSO. Employers who have employees that are not Madeira Beach residents may obtain the Emergency Access Permit to ensure they have access to assist with their specific business recovery operation. These passes will be made available at the City Hall or through Pinellas County Sheriff Office visit: <https://pcsoweb.com/emergency-access-permit>

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## EMERGENCY ACCESS PERMIT

### *Available for Madeira Beach Residents and Business Employees*

Under disaster conditions and the following recovery operations, access to Madeira Beach will be restricted to persons with identification showing they are a resident or property owner. This is to prevent sightseers and other unauthorized people from hindering emergency operations and provide safety/security for our resident's property.

Pinellas County Sheriff's Office's Emergency Access Permit tags will be issued to residents (owners and tenants) and business owners/property management companies year-round. This program offers 2 tags per household and up to 15 to local businesses. These tags are for Madeira Beach addresses, locations in surrounding barrier islands must be obtained in the specific municipality. Residents and business owners of Madeira Beach may obtain their tags at City Hall or visit PCSO website. Once a mandatory evacuation order has been lifted, the tags will be required to re-enter the evacuated area. There are nine points to barrier islands, access will be limited based on the closest entry point of one's residence/business. PCSO will be posted at city entrances will scan the barcode of the permit which is required to be displayed by hanging from a vehicle's rearview mirror. This is a Pinellas County Sheriff's Office program, all rules/mandates associated with the tags are regulated by PCSO. To register visit <https://pcsoweb.com/emergency-access-permit>

**Anyone without the emergency access pass will be denied entry.**



**Sample Publication not for Official Use.**

## LEVELS OF POTENTIAL OR ACTUAL DISASTER

### Level I

- A. Activated to inform City Administration and Board of Commissioners of emergency events potentially impacting the City.
- B. Emergency procedures may be initiated for situations to include, but not limited to, hurricanes, tropical storms, flooding, significant fire, storm surge, hazardous material (Haz-Mat) incidents, Etc.
- C. Notification will be via text message, cell phone or other means as deemed appropriate (see phone list). The City will comply with all public records laws concerning the distribution of information.
- D. Upon notification, a call back to City Hall may be required by the following people: City Manager, Emergency Management Coordinator, City Clerk, and Department Directors.
  - 1. If activation is informational, a briefing can be done by telephone. If decision making is necessary, a briefing will be held in City Hall or other appropriate means.
- E. Upon Level I activation, all Department Directors will:
  - 1. Notify their personnel, via phone or other means as deemed appropriate, ~~(see phone list)~~ early so they can secure and prepare their homes first.
  - 2. Activate individual Department Level I Standard Operating Procedures to include:
    - a. Check vehicles, equipment, communication procedures.
    - b. Cancel all leaves based on the potential and severity of the event.
    - c. Place all personnel on standby. (Note: When notified about standby status, the employee must make sure to leave a contact number if they will be unavailable by phone for activation.) Department Directors to provide a list of essential employees/list in order of primary essential/secondary (in case primary not available for emergency reasons)
    - d. Take immediate steps to secure personal property and family safety.
    - e. Identify and prepare all essential records and office equipment for transport to Fire Station.

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### Level II

- A. Activated for more serious situations: hurricane warning, tornado, manmade disaster, immediate life-threatening conditions/situations.
- B. Upon notification, a call back to City Hall, with an estimated time of arrival (ETA), is required where a briefing will take place to include the following people: City Manager, City Clerk and Department Directors.

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C. Subsequent briefings will take place at six (6) hour intervals or as deemed appropriate.

D. Upon Level II activation, all Department Directors will:

1. Notify their essential personnel via text message, phone or other means as deemed appropriate. Primary personnel is to report to duty as soon as possible, in uniform, and to bring enough clothing & supplies for an extended stay (up to 72 hours).
2. Brief their personnel with EOC Incident Action Plan.
3. Remove all non-essential vehicles to ~~secondary EOC~~ parking garage of Cambria Hotel or other location determined by partnership with surrounding municipalities, they are to include: Any vehicle not designated to operate in water over one foot and employee's private vehicles. Parking should be nose-to-nose, or in a manner to protect the engine compartment.
4. Implement each department's Level II Standard Operating Procedures (SOP).

NOTE: Any outside work may require a minimum of a safety hat, goggles, gloves, and personal floatation device, depending on the severity and type of the event.

### Level III

- A. Activated for major incidents and/or evacuation.
- B. Notification will be via text message, phone or other means as deemed appropriate (see phone list).
- C. Upon notification, if not already on duty, a call back to City Hall, with an estimated time of arrival (ETA), a briefing will take place and include the following people: City Manager, City Clerk, and Department Directors.
- D. Subsequent briefings will take place at two (2) to four (4) hour intervals or as deemed appropriate.
- E. Upon Level III activation, all Department Directors will:
  1. Brief their personnel with EOC Incident Action Plan.
  2. Aid in evacuation of residents where needed.
  3. Evacuate when ordered.

**Note: The Board of Commissioners will be briefed by the Emergency Management team throughout the emergency activation process.**

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## DEPARTMENT RESPONSIBILITIES

Prior, during and after a potential or actual disaster, Department responsibilities are listed below:

### A. CITY MANAGER

1. Continue all City business within the parameters of the disaster.
2. Monitor the conditions and keep City Commission advised.
3. Coordinate City Departments in Disaster Operations.
4. Inform the public and media on the City's emergency response tactics and strategies.
5. In conjunction with the Fire Department, conduct emergency preparedness exercises.
- 5-6. ~~PIO to~~ Secure essential records and equipment. All equipment removed from the primary EOC will be tested and ready to operate at the remote location, if necessary. If available, the Network People, a contracted IT service, will perform this task.

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### B. FIRE DEPARTMENT

1. Notify and or recall necessary personnel.
2. Continue all firefighting and EMS activities within the parameters of the disaster.
3. Oversee and aid the evacuation of residents, who are unable to do so on their own (Special Needs).
4. Monitor the disaster and alert/mobilize the appropriate City personnel.
5. Activate and operate the Emergency Operation Center or alternate Emergency Operations Center set in partnership with surrounding municipalities or organizations on mainland. The decision to activate the Alternate EOC will be made based off many factors to include path and strength of storm, anticipated flooding, etc.
6. Obtain and maintain equipment for extended work cycles for all Fire Department employees.
7. Re-enter and establish essential Fire/EMS operations and search/rescue.
8. Educate the public for disaster preparedness.
9. Organize and conduct damage assessment (tracking, etc.)

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10. Compile damage reports and present to Finance.
11. In conjunction with the City Manager, conduct a city-wide emergency preparedness exercise.
12. Coordinate with Pinellas County to determine if bridges have been inspected and opened again for vehicle traffic.
13. Coordinate with Pinellas County the review and maintenance of traffic signals within City limits.
14. Coordinate with Duke Energy power issues, downed power poles, and electrical plans.

~~14.~~

### C. CITY CLERK

The City Clerk shall coordinate with all Department Directors to ensure that all records are safe and sheltered in place during a disaster. It may be necessary to store some records in the City's off-site records center, a contracted service.

The Network People, a contracted service, confirmed that all electronic public records stored on the City's server are backed up Monday through Friday on a schedule of every hour starting at 8 am and ending at 6 p.m. On Saturdays and Sundays, the backups are taken at 11 a.m., 3 p.m., and 7 p.m. Backups are replicated to redundant off-site data centers daily.

1. Assist in the activation and operation of the EOC.
2. Prepare to aid the City at the City Hall.
3. If a special meeting of the Board of Commissioners is called during a state of emergency, the City Clerk's office shall notice the meeting and take the minutes.

### D. FINANCE DEPARTMENT

1. The Finance Director will be responsible for all finance functions during an emergency. In the absence of the Finance Director, the Assistant Finance Director will assume this responsibility.
2. The Finance Director, in conjunction with each Department, will compile and submit the necessary information to FEMA.
3. Obtain and maintain equipment for extended work cycles for all Finance Department employees.
4. Submit reports for FEMA reimbursement.

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#### E. COMMUNITY DEVELOPMENT DEPARTMENT/BUILDING DEPARTMENT

1. Secure essential records and equipment.
2. Coordinate/Install flood panels for lower lever of City Hall/Building Dept.
3. Test City Hall generator and check fuel levels.
4. Maintain normal operations and implement emergency repair procedure post disaster.
5. Obtain and maintain equipment for extended work cycles for all Community Development/Building Department employees.
6. Assist with loading & transporting of records and equipment.
7. Assist in City-wide damage assessment, post incident.
8. Inform all active permit holders of City disaster response and require contractors and residents to secure all construction sites.

#### F. PUBLIC WORKS DEPARTMENT

1. Secure all City property, including City Hall.
2. Secure essential department records and bring them to City Hall.

~~3.~~

~~4.3.~~ Aid in evacuation, when needed.

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~~5.~~ All non-essential vehicles and private vehicles will be ~~moved to Seminole Methodist Church, 5400 Seminole Blvd.~~

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~~4.~~ -located at the secondary location set in partnership with surrounding municipalities on mainland.

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~~6.5.~~ Maintain the City roads in passable condition if possible, prior to evacuation.

~~7.6.~~ Inspect and clean out all stormwater outfalls to maximize potential flood control during event.

~~8.7.~~ Open roads as soon as possible on re-entry.

~~9.8.~~ Secure contracts with outside suppliers for heavy and other essential equipment for maintenance and re-entry to the City before hurricane season.

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~~10.9.~~ Aid the Sheriff's Department in evacuation.

~~11.10.~~ Maintain and store necessary equipment for emergency deployment, and other related equipment.

~~12.11.~~ Maintain and store necessary supplies to secure City property.

~~13.12.~~ Stage necessary equipment and operators at locations to provide First Push operations.

~~14.13.~~ Obtain and maintain equipment for extended work cycles for all Public Work's/Marina employees.

~~14.~~ Manage and coordinate debris management and debris monitoring contractors.

~~15.~~

#### G. MARINA

1) Notify all owners of boats and recreational vehicles so they may properly secure their property.

2) Secure essential records and equipment.

3) Maintain and store necessary supplies to secure City property.

4) Maintain normal operations.

5) Obtain and maintain equipment for extended work cycles for all Marina employees.

~~6)~~ Report to Manager for re-assignment.

~~6.7)~~ Supply fuel to City and County equipment used during an emergency. Department Director must confirm with Finance Director that purchasing limits for fuel will be removed during the lifetime of the disaster.

#### H. RECREATION DEPARTMENT

1. Secure all essential records.

2. Suspend all recreational activities and inform the public of such actions.

3. Secure outside facilities to minimize damage.

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4. Staff the City buses, as required.
5. Report to the City Manager for re-assignment.

#### Departmental Standard Operating Procedures (SOP's) in the Event of a Potential or Actual Disaster.

Standard Operating Procedures (SOP's) for each department on following pages.

#### Contact Numbers City of Madeira Beach

TITLE	NAME	WORK	CELL	FAX/OTHER
City Manager	Robin Gomez		[REDACTED]	[REDACTED]
City Clerk	Clara VanBlargan	x 231	[REDACTED]	[REDACTED]
City Attorney	Tom Trask		[REDACTED]	
Finance Director	<u>Andrew Laflin</u>		[REDACTED]	[REDACTED]
Assistant Finance Director	Patrick Cade	x 237	[REDACTED]	
Building Official		<del>x25</del> x2425		[REDACTED]
<del>Planning and Zoning</del> Community Development Director	Jenny Silver	x25542	[REDACTED]	[REDACTED]
Fire Chief	—Clint Belk	x248	[REDACTED]	[REDACTED]
<del>PP</del> Public Works Director	<u>Megan Wepfer</u> <del>Jamie Ahrens</del>		[REDACTED]	[REDACTED]
Recreation Director	Jay Hatch	x 505	[REDACTED]	[REDACTED]
PCSO; Community Officer	Deputy Cory Snyder Deputy Alex Siem		<del>protected</del> PCSO [REDACTED]	[REDACTED]
<del>Marina Manager</del> <del>Marina Manager</del>	—Brian Crabtree		[REDACTED]	[REDACTED]
Mayor	Anne-Marie Brooks		[REDACTED]	[REDACTED]
<del>Commissioner</del> <del>Commissioner 1</del>	David Tagliarini		[REDACTED]	[REDACTED]
Commissioner 2	Ray Kerr		[REDACTED]	[REDACTED]

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Commissioner 3	Eddie McGeehan			
Commissioner 4	Housh Ghovae John			
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## Important Numbers

PCSO	727-582-6200		
Duke Energy Community Relations Manager Jeff Baker	727-409-0580	Jeff.Baker3@duke-energy.com	
Animal Control	727-582-2600		
Pinellas County Utilities	727-464-4000		

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## Town of Redington Beach Emergency Phone Numbers

Job Title	Name	Home #	Cell #
Mayor	David Will Nick Simons		

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## Town of N. Redington Beach Emergency Phone Numbers

Job Title	Name	Home #	Cell #
Mayor	Jay Super		

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## Town of Redington Shores Emergency Phone Numbers

Job Title	Name	Home #	Cell #
Mayor	Tom Kapper		

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## STANDARD OPERATING PROCEDURES

### City Manager: Level I Activation (to include a Hurricane Watch)

1. Maintain normal operations. In the absence of the City Manager, the Chain of Command will be in the following order: Fire Chief, Public Works<sup>4</sup> Director, Finance Director, Community Development Director, Building Official, Recreation Director, ~~5~~ Marina Manager.
2. Notify Board of Commissioners and Department Directors of Level I activation.
3. Notify all departments and personnel of Level I activation.
4. Cancel all leave based on potential severity of the event.
- ~~5~~ 5. Personnel shall take immediate steps to secure personal belongings and family safety.
- ~~5-6~~ 6. ~~PIO~~ Maintain communications between City Hall Information Center.
- ~~6-7~~ 7. Prepare all essential records and office equipment for transport to a safe area in event of a Level II activation.
- ~~8~~ 8. Coordinate EOC Meetings.
- ~~7-9~~ 9. Begin FEMA forms and gather back up documentation.

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### City Manager: Level II Activation (to include a Hurricane Warning)

1. Maintain essential operations.
2. Assist in setting up the City Hall as a center for public information and operation.
3. Notify Board of Commissioners of Level II activation.
- ~~4~~ 4. Prepare to implement Level II.
- ~~4-5~~ 5. ~~Ingetriss/PIO~~ Network People, a contracted service, confirmed that all electronic data stored on the City's servers are backed up on an hourly basis.
- ~~5~~ 5.
- ~~6~~ 6. Coordinate EOC Meetings.
- ~~6~~ 6.

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### City Manager: Level III Activation (to include a Hurricane Evacuation)

1. Maintain communications between Board of Commissioners.
2. Maintain communications with Department Heads.
3. Monitor news sources and weather bulletins; make any necessary media responses.
4. Evacuate the City Hall.
5. Coordinate EOC Meetings.
6. Continue FEMA forms and gather back up documentation.

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### City Manager: Recovery Phase

1. Prepare for special meeting of the Board of Commissioners.
2. When a safe headquarters has been established, return essential records and resume normal operations.
3. Establish work cycles allowing employees to check their personal property and families.
4. Continue FEMA forms and gather back up documentation.

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### Fire Department: Level I Activation (to include a Hurricane Watch)

1. Maintain normal operations. In the absence of the Fire Chief Clint Belk, the Chain of Command will be in the following order: ~~Lt/PM Emmecher~~ Deputy Chief, followed by the on-duty company officer.
2. Notify City Manager of Level I Activation.
3. Notify all Fire Department personnel of a Level I Activation:
  - a. Cancel all leave based on potential severity of the event.
  - b. Place all personnel on standby. Note: If unavailable by personal phone for longer than 20 minutes, personnel must call the station with a contact number where they can be reached.
  - c. Personnel shall take immediate steps to secure personal belongings and family safety.
4. Activate EOC and maintain continuous incident information.

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5. In conjunction with City Manager, prepare appropriate informational message for residents of Madeira Beach.

- a. Determine appropriate message with necessary information and inform switchboard personnel.

6. Start evacuation preparations. Evacuation process:

- a. Contact and verify evacuation need of residents on the "Special Needs List".

7. Check all emergency equipment: test (i.e.: radios, flashlights, power tools, etc.)

8. Re-check and issue all emergency safety equipment and gear Fire Department: Level II Activation (to include a Hurricane Warning)

9. Begin FEMA forms and gather back up documentation

#### **Fire Department: Level II Activation (to include a Hurricane Warning)**

1. Develop Incident Action Plan (I.A.P.) for the next operating period.
2. Maintain essential Fire/EMS operations. When involved with outside operations, all personnel should wear a minimum of helmet, -gloves, and personal floating device when required.
3. Notify City Manager, Board of Commissioners and Department Directors of Level II activation via text message, cell phone or other means as deemed appropriate.
4. Prepare station for increased personnel (IE, beds/cots, quiet zone, etc.)
5. Pre-deploy an engine company to Redington Beach area (Commission Chamber @ North Redington Beach Town Hall).
6. Recall off-duty personnel for maximum efficiency in staffing as follows:
  - a. Personnel will report to duty as soon as possible.
  - b. Personnel will bring all necessary supplies in preparation for extended stay; prepare for 72 hours.
7. The Fire Chief, in conjunction with City Manager and Pinellas County E.O.C. prepare appropriate message for residents of Madeira Beach. Message to public: Message given by switchboard operators and possibly local cable television. (Note: If a Hurricane Warning is in place, include recommendation to non-residents to leave the city).
8. Monitor water and prepare for final Fire Department stand down.

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9. Be prepared on order to immediately begin evacuation operations:

- a. Complete notification of Special Needs "Evacuation List." An area of the City Center Complex may be a staging area for evacuees waiting for bus.

10. Remove all non-essential vehicles to ~~Secondary EOC parking garage of the Cambria Hotel~~ other location determined by partnership with surrounding municipalities. Non-essential vehicles: Any vehicle that will not handle water more than 1 foot deep to include employee's vehicles.

~~10-11~~ Continue FEMA forms and gather back up documentation.

~~11.~~

### Fire Department: Level III Activation (to include a Hurricane Evacuation)

1. Develop I.A.P. for the next operating period.
2. Maintain essential Fire/EMS operations.
  - a. At Lieutenant's discretion, ground ladder operations will be discontinued.
  - b. At sustained winds of 35 mph, aerial operations will discontinue.
  - c. At sustained winds of 50 mph only critical operations will be conducted and only T-25 and/or E-25 will respond.
  - d. At sustained winds of 60 mph, all equipment will be sheltered.
  - e. All personnel will wear appropriate PPE per the Incident Action Plan (IAP).
3. Notify City Manager and Department Directors of Level III activation via text message, cell phones or other means as deemed appropriate.
4. Message to public. In conjunction with City Manager and Pinellas County E.O.C., prepare appropriate message to be delivered by switchboard, cable television, radio, mobile P.A. systems or other means as deemed necessary.
5. Await County briefing results for determination of when to set up EOC communications and/or phone lines.
6. Begin evacuation process: utilize mobile P.A. systems using S.O. & F.D. as needed.

~~7.~~ Evacuate non-essential employees and establish time and location for recovery operations.

~~7-8~~ Continue FEMA forms and gather back up documentation.

~~8.~~

### Fire Department: Recovery Phase

1. Develop an I.A.P. with maps for the next 24-hour period.

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2. In conjunction with Pinellas County Emergency Management, begin a citywide initial damage assessment.
3. Begin search and recovery operations.
4. Mitigate hazards in preparation for re-occupation by general citizenry.
5. Maintain normal Fire/EMS Operations.
6. Assess personnel for signs of fatigue.
7. Establish work cycles allowing employees to check their personal property and families.
- ~~8.~~
- ~~9.~~8. Continue FEMA forms and gather back up documentation.

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#### City Clerk: Level I Activation (to include a Hurricane Watch)

1. Take immediate steps to secure personal belongs and ensure family safety.
- ~~2.~~ Maintain normal operations. In the absence of the City Clerk, a City Clerk employee will assume responsibilities for the City Clerk's Office.
- ~~2.~~3. Begin FEMA forms and gather back up documentation
- ~~3.~~

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#### City Clerk: Level II Activation (to include a Hurricane Warning)

1. Assist in the setting up of the City Hall as the center for public information and operation.
2. Prepare to implement Level III.
- ~~3.~~ Prepare for a special Board of Commissioners meeting if necessary.
- ~~3.~~4. Continue FEMA forms and gather back up documentation.
- ~~4.~~

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#### City Clerk: Level III Activation (to include a Hurricane Evacuation)

1. Prepare for a special meeting of the Board of Commissioners if necessary.

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#### City Clerk: Recovery Phase

1. When a safe headquarters has been established, return essential records and resume normal operations.
- ~~2.~~ Establish work cycles allowing employees to check their personal property and families.

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~~2.3.~~ Continue FEMA forms and gather back up documentation.

~~3.~~

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#### Finance Department: Level I Activation (to include a Hurricane Watch)

1. Maintain normal operations. In the absence of the Finance Director the Chain of Command will be in the following order: Assistant Finance Director and HR/Financial Coordinator.
2. Notify department personnel of the possible need to report via the other means as deemed appropriate and depending upon the actual circumstances.
3. Once notified, employees shall take immediate steps to secure personal belongings and ensure family safety.
4. Determine procedure for emergency disbursement of City funds (i.e. payroll, resource procurement, etc.).

~~5.~~ Make sure all data on finance computers is backed up/secured in the "Cloud."

~~5.6.~~ Begin FEMA forms and gather back up documentation.

~~6.~~

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#### Finance Department: Level II Activation (to include a Hurricane Warning)

1. Notify essential/primary personnel of the need to report to duty; report to primary EOC.

Secure vehicle at primary EOC.

2. Continue FEMA forms and gather back up documentation.

~~3.~~

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#### Finance Department: Level III Activation (to include a Hurricane Evacuation)

1. ~~1.~~ Follow Level II response procedures; await briefing results from the Finance Director for determination of when to set up necessary finance functions.

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2. Continue FEMA forms and gather back up documentation.

1.

### Finance Department: Recovery Phase

1. Monitor communications.

2. Establish work cycles allowing employees to check their personal property and families.

2-3 Continue FEMA forms and gather back up documentation.

Items not available for quick retrieval from the “Cloud” must be available on hand prior to storm.

### Essential City Finance Records

1. Personnel Records (present and past) – coordinate with City Clerk’s office
2. Purchase Order copies.
3. Insurance Policies

### Essential Items to Have on Hand

1. Cash drawers.
2. Payroll and General Fund checks.
3. Fax machine.
4. Stationary – envelopes, pens, pencils, notebooks.
5. Workers’ Compensation Notice of Injury Report forms, wage reports.
6. Flashlights and batteries.

7. Phone list for City Hall.

7.

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**Emergency Personnel Contacts**

Workers' Compensation Office \_\_\_\_\_  
 Governmental Insurance Trust \_\_\_\_\_  
 Policy #001000000023099  
 P.O. Box 16-6005  
 Altamonte Springs, FL 32716  
 800-237-6617 phone  
 407-682-6850 fax  
 First Notice of Injury – 800-275-4646

**Health Insurance**

Blue Cross Blue Shield of FL Preferred  
 1-800-352-2583

### **Community Development/Building Department: Level I Activation (to include a Hurricane Watch)**

1. On notification, take immediate steps to secure personal belongings and family safety. In the absence of the Community Development Director and Building Official, the remaining Chain of Command will be in the following order: Community Development Engineer, Planner I-III, Building Compliance Supervisor, Office Manager, Building Inspector, Permit Technician, Long Range Planner.
2. Cancel all annual leave requests based on potential & severity of the event.
3. Secure essential records and equipment.
4. Maintain normal operations.
- 4.5. Begin FEMA forms and gather back up documentation.

### **Community Development/Building Department: Level II Activation (to include a Hurricane Warning)**

1. Recall off-duty personnel.
2. Maintain essential operations.

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~~2.3.~~ Continue FEMA forms and gather back up documentation.

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### **Community Development/Building Department: Level III Activation (to include a Hurricane Evacuation)**

1. Standby to evacuate.

~~2.~~ Evacuate when released.

~~2.3.~~ Begin FEMA forms and gather back up documentation.

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### **Community Development/Building Department: Recovery Phase**

1. Begin damage survey of all property in the city.
2. Establish work cycles allowing employees to check their personal property and families.
3. Assess employees for signs of fatigue.
4. Coordinate reimbursement efforts.

5. Public and Implement emergency repair permitting process and fee schedule.

~~6.~~ Publish and implement all adopted post disaster redevelopment plans.

~~6.7.~~ Continue FEMA forms and gather back up documentation.

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### **Public Works: Level I Activation (to include a Hurricane Watch)**

1. Maintain normal operations. In the absence of the Public Works Director, the command will fall upon the Stormwater Supervisor.

2. On notification, take immediate steps to secure personal belongings and family to safety.

~~3.~~ Cancel all time-off leaves based on potential and severity of the event.

~~3.4.~~ Notify and Identify Primary personnel.

~~4.5.~~ Check all emergency equipment, supplies; and fuel.

~~6.~~ Public Works Director shall prepare to direct additional manpower.

~~5.7.~~ Begin FEMA forms and gather back up documentation.

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### Public Works: Level II Activation (to include a Hurricane Warning)

1. Recall off-duty personnel.
2. Maintain essential operations.
3. Prepare to set up evacuation routes. Assist PCSO in setting up evacuation routes.
4. Secure fences by removing signs; secure other potential flying objects on City property.
5. Fuel and prepare all City vehicles.
6. Secure City facilities and property.
7. Activate Debris Management and Debris Monitoring Contracts for pre-event prep.
8. Continue FEMA forms and gather back up documentation.

7.

### Public Works: Level III Activation (to include a Hurricane Evacuation)

1. Standby to evacuate.
- 2.
2. Evacuate to ~~City Hall or Secondary~~ EOC.
3. Continue FEMA forms and gather back up documentation.

### Public Works: Recovery Phase

1. Establish headquarters.
2. In conjunction with the Fire Department, begin opening roads for search and recovery operations.
3. Implement Debris Management contractors, activate Debris sites through County requirements.
4. Establish a Debris Management Incident Command with the Debris Monitoring Contractor.
5. Begin damage survey of City owned property, lift stations, and other facilities.

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6. Establish work cycles allowing employees to check their personal property and families.
7. Assess employees for signs of fatigue.
8. Use established safety procedures.
- 8-9 Continue FEMA forms and gather back up documentation.

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#### Marina: Level I Activation (to include a Hurricane Watch)

1. On notification, take immediate steps to secure personal belongings and family safety. In the absence of the Marina Manager (the Chain of Command will be in the following order: Marina Manager Assistant.
2. Cancel all annual leave requests based on potential & severity of the event.
3. Notify all owners of moored boats at City facilities, so they may properly secure their property. (See detailed Marina operations).
4. Check fuel levels to ensure a minimum of 4000 gallons of REC-90 and Off-Road diesel.
- 3-5 Begin FEMA forms and gather back up documentation.

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#### Marina: Level II Activation (to include a Hurricane Warning)

1. Complete securing of equipment and records.
2. Recall off-duty personnel.
3. Maintain essential operations.
4. Complete removal of equipment to City Hall.
- 4-5 Continue FEMA forms and gather back up documentation.
5. Maintain information on owners of boats at City facilities. (See detailed marina operations – Appendix E).

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#### Marina: Level III Activation (to include a Hurricane Evacuation)

1. Seal fuel tanks (See detailed marina operations).

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2. Secure all equipment at marina.

3. Standby to evacuate.

4. Evacuate.

4.5 Continue FEMA forms and gather back up documentation.

### Marina: Recovery Phase

1. Establish headquarters.

2. Begin damage survey of City owned property (ships store, docks, etc.).

3. Establish work cycles allowing employees to check their personal property and families.

4. Assess employees for signs of fatigue.

5. Refill fuel tanks for use by Marina patrons and City staff as quickly as possible.

6. Use established safety measures.

6.7. Continue FEMA forms and gather back up documentation.

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### Recreation Department: Level I Activation (to include a Hurricane Watch)

1. On notification, take immediate steps to secure personal belongings and family safety. In the absence of Parks and Recreation Director (Jay Hatch) the Chain of Command will be in the following order: Rec Leader III (Max Michalski), Rec Leader II (Chris Mecko), Rec Leader III (Carol Kepics).

2. Cancel all annual leave requests based on potential & severity of the event.

3. Notify all families of cancellation of recreation program before, during and after the storm event.

3.4 Continue FEMA forms and gather back up documentation.

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### Recreation Department: Level II Activation (to include a Hurricane Warning)

1. Complete securing of equipment and records.

2. Recall off-duty personnel.

3. Maintain essential operations.

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4. Maintain information on all recreation program participants.

4.5 Continue FEMA forms and gather back up documentation.

#### Recreation Department: Level III Activation (to include a Hurricane Evacuation)

1. Secure all equipment.

2. Standby to evacuate

3. Evacuate.

3.4 Continue FEMA forms and gather back up documentation.

#### Recreation Department: Recovery Phase

1. Establish headquarters.

2. Begin damage survey of City owned property.

3. Establish work cycles allowing employees to check their personal property and families.

4. Assess employees for signs of fatigue.

5. Use established safety measures.

5.6 Continue FEMA forms and gather back up documentation.

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## **EMERGENCY OPERATIONS CENTERS**

<b><u>SECONDARY CITY HALL</u></b>	<b>STAFF</b>
Pinellas County Sheriff's Office 10750 Ulmerton Road Largo, FL 34648 727-582-6200	One Representative from the Board of Commissioners

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## **SHELTERS IN PINELLAS COUNTY**

-To locate a current list of shelters refer to Pinellas County Emergency Management website

**Shelter Options** <http://www.pinellascounty.org/emergency/shelteroptions.htm>

**Public Shelter List** <http://www.pinellascounty.org/emergency/shelters.htm>

**By Telephone** (727) 464-3800

**TDD** (727) 464-3009

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## SHELTERS IN PINELLAS COUNTY

### General Population Hurricane Shelters

Name	Address	City
Boulder Elementary	12755 86 <sup>th</sup> Ave.	Seminole
Large High School <span style="background-color: yellow;">PET Friendly</span>	410 Missouri Ave.	Large
Belleair Elementary School	1156 Lakeview Road	Clearwater
McMullen Booth Elementary School	2025 Union St.	Clearwater
High Point Elementary School	5021 150 <sup>th</sup> Ave. N.	Clearwater
Clearwater Fundamental Middle School	1660 Palmetto St.	Clearwater
Skycrest Elementary School	10 N. Corona Ave	Clearwater
Ross Norton Recreation Center	1426 S. MLK Jr. Ave.	Clearwater
Pinellas Park High School	6305 118th Ave N.	Pinellas Park
Gulfport Elementary School	2014 52 <sup>nd</sup> St. S.	Gulfport
Boca Ciega High School	924 58 <sup>th</sup> St. S.	Gulfport
Lealman Intermediate Middle School	4900 28 <sup>th</sup> St. N.	St. Petersburg
John M. Serton Elementary School	1007 54th Av N.	St. Petersburg
First Baptist Church	1000 Gandy Blvd	St. Petersburg
St. Petersburg High School	2501 5th Av N.	St. Petersburg
New Heights Elementary School	2001 37 <sup>th</sup> St. N.	St. Petersburg
Campbell Park Elementary	1051 7 <sup>th</sup> Ave. S.	St. Petersburg
Gibbs High School ( <span style="background-color: yellow;">PET Friendly</span> )	850 34th Street S.	St. Petersburg
Fairmount Park Elementary School	575 41 <sup>st</sup> St. S.	St. Petersburg
Jamerson Elementary School	1200 37 <sup>th</sup> St. S.	St. Petersburg
James Sanderlin Elementary School	2350 22 <sup>nd</sup> Ave. S.	St. Petersburg
St. Pete College Midtown Campus	1300 22 <sup>nd</sup> St. S.	St. Petersburg
Dunedin Elementary School	900 Union Street N.	Dunedin
Dunedin Community Center	1920 Pinehurst Rd.	Dunedin
Thurgood Marshall Middle School	3901 22 <sup>nd</sup> Ave S.	St. Petersburg
Tarpon Springs Middle School	501 N. Florida Ave.	Tarpon Springs
Carwise Middle School	2301 Bentley Dr.	Palm Harbor
Palm Harbor University High School	1900 Omaha St.	Palm Harbor
Palm Harbor MS Middle School	1800 Tampa Rd.	Palm Harbor
Safety Harbor Middle School	125 7th St N.	Safety Harbor
Brooker Creek Elementary School	3130 Forelock Rd.	East Lake
East Lake High School	1200 Silver Eagle Dr.	East Lake
<b>Special Needs Hurricane Shelters - NO PETS</b>		
Dunedin Highland Middle School	70 Patricia Ave.	Dunedin
John Hopkins Middle School	701 16th St S.	St. Petersburg
Oak Grove Middle School	1370 S. Belcher Rd.	Clearwater

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**APPENDIX B** ~~APPENDIX A~~

**ZONE / TALKGROUP LIST**

ZONE-A		ZONE-B		ZONE-C		ZONE-D		ZONE-E		
1	2-1	FIRE-DSP	5-1	MED-DR-A	3-1	F-LP-A	4-1	SS-A	1-2	PCW-1
2	2-2	TAC-B	5-2	MED-DR-B	3-2	F-LP-B	4-2	SS-B	1-3	PCW-2
3	2-3	TAC-C	5-3	MED-DR-C	3-3	F-LP-C	4-3	SS-C	1-10	FD-PD1
4	2-4	TAC-D	5-4	MED-E	3-4	F-LP-D	4-4	SS-D	1-11	FD-PD2
5	2-5	TAC-E	5-5	MED-F	3-5	F-LP-E	4-5	SS-E	1-4	EOC-A
6	2-6	TAC-F	5-6	MED-G	3-6	F-LP-F	4-6	SS-F	1-5	EOC-B
7	2-7	TAC-G	5-7	MED-H	3-7	F-LP-G	4-7	SS-G	1-8	EOC-C
8	2-8	TAC-H	5-8	MED-I	3-8	F-LP-H	4-8	SS-H		
9	2-9	TAC-J	5-9	MED-J	3-9	F-LP-I				
10	2-10	BAYFLT	5-10	MED-K	3-10	F-LP-J				
11	2-11	ADMIN	5-11	MED-L	11-1	PTRL-1				
12			5-12	MED-M	11-2	PTRL-2				
13			5-13	MED-N	11-3	PTRL-3				
14										
15										
16	C01	FD-TA	C01	FD-TA	C01	FD-TA	C01	FD-TA	C01	FD-TA

ZONE-F		ZONE-G		ZONE-H		ZONE-I		ZONE-J		
1	C03	FL-MA	23-1	TR1-FD1	24-1	TR2-FD4				
2	C04	SCALL-90	23-2	TR1-FD2	24-2	TR2-FD5				
3	C05	STAC-91	23-3	TR1-FD3	24-3	TR2-FD6				
4	C06	STAC-92	23-4	TR1-EMS1	24-4	TR2-EMS3				
5	C07	STAC-93	23-5	TR1-EMS2	24-5	TR2-EMS4				
6	C08	STAC-94	23-6	TR1-PD1	24-6	TR2-PD5				
7	C09	FL-MA2	23-7	TR1-PD2	24-7	TR2-PD6				
8	C10	MA-CALL	23-8	TR1-PD3	24-8	TR2-PD7				
9	C11	MA-TAC1	23-9	TR1-PD4	24-9	TR2-PD8				
10	C12	MA-TAC2								
11	C13	MA-TAC3								
12	C14	MA-TAC4								
13										
14										
15										
16	C01	FD-TA	C01	FD-TA	C01	FD-TA				

**APPENDIX B**

CITY OF MADEIRA BEACH  
and  
SEMINOLE UNITED METHODIST CHURCH INC.  
**DISASTER AGREEMENT**

This Agreement made and entered into this 11<sup>th</sup> day of June, 2013 by and between the City of Madeira Beach, Pinellas County, Florida, hereinafter referred to as "City" and Seminole United Methodist Church, Inc., hereinafter referred to as "Church", shall be binding on each party as described and agreed herein.

The Church, being the responsible owner of the land and building located at : 5400 Seminole Boulevard, Seminole, Florida, hereby grants to the City, at no cost, except as otherwise provided herein, the privilege to occupy and to use designated areas of its parking lots and building as indicated on the attached Exhibit A for the purpose of maintaining a secondary headquarters during disaster periods which make necessary the evacuation of its primary headquarters in Madeira Beach. The Church warrants that the Church has authority to grant such a privilege and is not restricted from doing so by ~~any lease agreement, contract, or internal corporate or administrative rules.~~ Mobile equipment of the City and privately owned vehicles belonging to City employees may be parked in the lot of the Church during periods of emergency or disaster. The City shall be limited solely to the designated parking areas unless otherwise agreed by the City and Church in writing.

It is expressly understood and agreed that no part, parcel, building, structure, land or equipment is leased to the City. The City shall not be obligated to pay rent to the Church. The City's right to occupy and use the Church's land and building shall continue only so long as each and all of the undertakings, provisions, covenants, agreements, stipulations and conditions of this agreement are kept and performed in the sole judgment of the Church. Provided, however, that the Church may terminate the Agreement based on this paragraph only in accordance with the termination provisions provided in this Agreement.

The Church is solely responsible liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services. The City will be responsible, at its own expense, for installing any electrical upgrades necessary for its operations, and will secure the Church's approval before commencing any upgrades, which consent will not be unreasonably withheld.

The City will protect, indemnify and forever save and hold harmless the Church, the individual members thereof and their agents from and against any damage, penalty, fine, judgment, expense, or charged suffered, imposes, assessed or incurred as a result of occupancy and use of the Church's property by the City. The City will hold the Church harmless for any act or omission caused by it or any of its members. Notwithstanding the foregoing, the City will not be responsible for any gross negligence, intentional or willful conduct of the Church or any of its members.

This Agreement constitutes the entire agreement between the parties. Either party to this Agreement may petition the other in writing at any time for a change in the terms and conditions herein established. However, no changes in items or conditions, modifications, or amendments to this Agreement are binding unless agreed to by both parties in writing.

This Agreement shall remain in effect for five years from the date of execution hereof unless terminated

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by either party with 60 days written notice. This Agreement is binding upon and inures to the benefit of the successors and assigns of the parties.

This Agreement shall be construed under the laws of the state of Florida, and venue for any actions arising out of this Agreement shall lie in Pinellas County, Florida.

IN WITNESS WHEREOF THE CHURCH HAS CAUSED THIS AGREEMENT TO BE ISSUED ON THE DATE AND YEAR WRITTEN ABOVE.

CITY OF MADEIRA BEACH

By: 


SEMINOLE UNITED METHODIST CHURCH

By: 

Attest:

  
City Clerk

Approved as to Form:

  
City Attorney

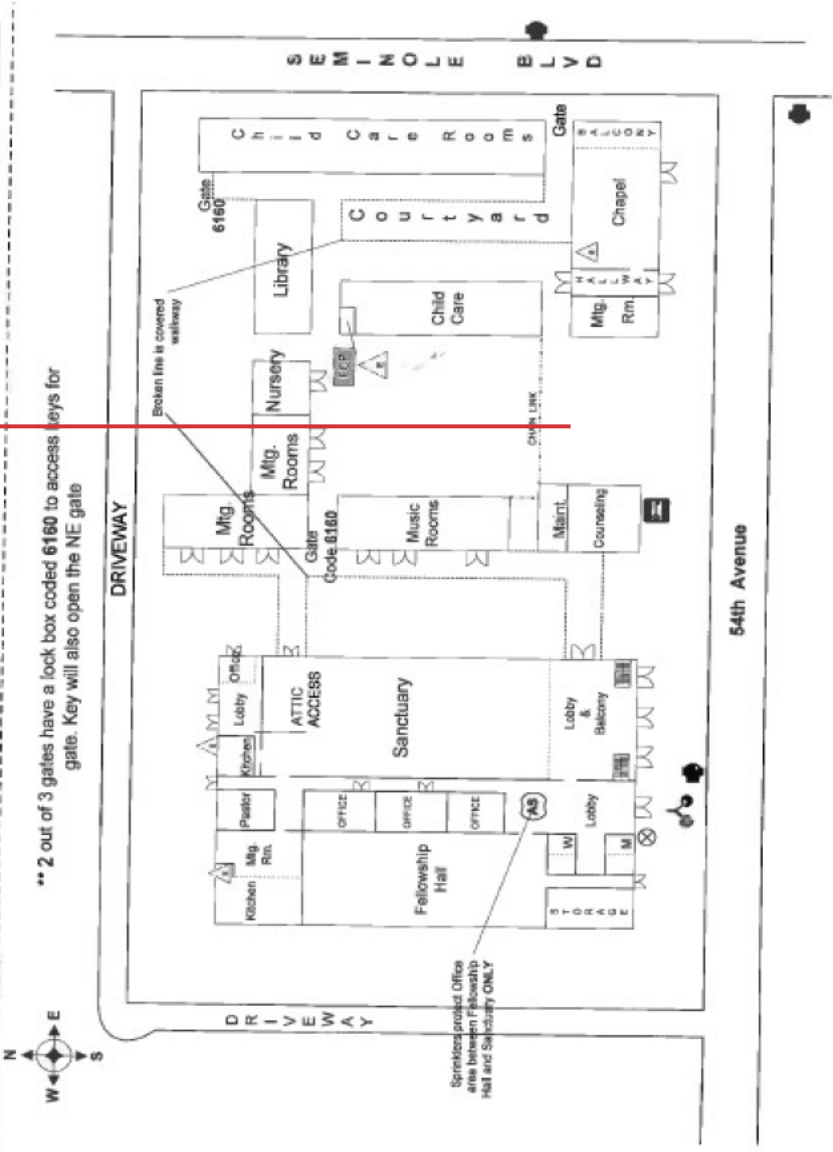
~~APPENDIX C~~

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Business Name Seminole United Methodist Church  
Address 5400 Seminole Blvd.  
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## APPENDIX BD

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## APPENDIX ~~C~~E

### Detailed Marina Emergency Operations Plan - Madeira Beach Municipal Marina

Madeira Beach Municipal Marina is both a dry storage and wet slip marina with 7 live-aboards. If a hurricane threatens the Pinellas coastline, Madeira Beach Municipal Marina will operate according to the following three- stage plan.

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### Level 1

1. Maintain normal operations. In the absence of the Marina Manager the Chain of Command will be in the following order: Marina Supervisor
2. Notify all Marina personnel of a Level 1 activation:
  - a. Cancel all leave based on severity
  - b. Place personnel on notice and obtain current contact information/numbers
  - c. All personnel should secure their personal belongings and provide for their family's safety, should the condition worsen.
3. Meet with the Finance Director for information report.
4. Post status report and information to boat owners of potential and current status.
5. Check emergency equipment.

### Level 2

Level 2 will go into effect in the event a hurricane watch is issued by the national Hurricane Center. All employees will report to the Marina Supervisor as soon as possible. -The Marina Manager will:

1. Have the employees inform any customers that the Marina Manager is in charge of all operations at the marina including all boat movements. Boat owners are also to be informed that there is the possibility that an evacuation may be ordered.
2. Not allow any boats to be placed in the water from dry storage except for boat owners who wish to weather the storm at another location.
3. Direct the employees to remove any loose equipment that may be on the docks or on the uplands and store the equipment in the storage building.

Should wind velocity reach or exceed sustained 40 mph during the securing of the marina, the employees are to wear life vests when going onto the boat ramp, fixed docking or floating docks.

Also, any customers or live-aboards who are removing their boats by water from the marina are to wear life vests.

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### Level 3

Level 3 will go into effect when an evacuation of Madeira Beach is ordered or when a hurricane watch is upgraded to a hurricane warning. The Marina Manager and his employees will inform all owners, live-aboards, and customers that may be at the marina that they must begin evacuation. The Marina Supervisor will direct the employees to disconnect all fuel pumps from the fuel storage tanks and will have the water mains and the electric turned off. The Marina Supervisor will release

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his employees in time for them to safely secure their homes and evacuate their families and will lock all valuables in the safe and secure the premises. The Public Works/ and Marina Manager shall determine a minimum fuel amount for the fuel tanks, recommended at 3,000 gallons prior to event.

### **Preparations Prior to Hurricane Season**

Always make sure that your boat is in good repair.

1. Examine the structural condition of your vessel and repair as needed.
2. Check all through hull fittings, shafts, props, stuffing boxes etc. In the event of a storm, everything except the bilge outlets and the cockpit drains should be securely closed.
3. Make sure your vessel has proper grounding for lightning protection.
4. Disconnect antennas from electronics before the storm.
5. Make sure bilge pumps are in working order and batteries are properly charged.
6. Prepare a checklist of equipment needed to secure the vessel before the storm and store the equipment in a readily accessible location.
7. Purchase any supplies or equipment well in advance. Stock additional lengths of mooring lines, fenders, fender boards, chafing gear and anchors with chain. Limited supplies will run out quickly once a storm warning is announced.
8. Make an inventory sheet of things to be removed from your vessel.

### **Available Options**

1. You may simply plan to better secure the vessel when a storm is threatening.
2. You may consider an alternate and "safer" dockage site.
3. You may relocate to a "hurricane anchorage" which is a more reasonable alternative for larger vessels.

Regardless of the chosen alternative, prepare a written plan for what you are going to do when a hurricane is threatening. Also have another person ready to follow up with your plan in case you are absent. Rehearse your plan with your family. Try to think through what you will need to adequately secure your boat for a hurricane and how much time to allow.

### **Choose Your Option**

If you plan to secure your boat at the Madeira Beach Municipal Marina:

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1. Make plans to double your dock lines before a storm.
2. The second set should be one size larger.
3. The dock lines should be nylon to allow for stretch. Chafing is the main cause of line failure. Make sure you install chafe protection, such as leather or old garden hose; anywhere a line might touch the boat, dock or another line.
4. Place fenders at appropriate locations.
5. Strip the boat decks of all sails, including roller furling jibs.
6. Remove any booms, moveable deck equipment, bimini tops, ventilators, anchors, and any other loose gear. Reduce wind age on your boat to reduce the strain on your lines and the docking system.
7. Secure all hatches and tape shut.
8. Turn off all electricity (except for the bilge pumps) and disconnect power cables and hoses from the dock. Safely stow hoses and cables.
9. Shut off the power to your dock and boat lift

If you plan to move to a safer dock site, make sure:

1. You have extra dock lines, chafing gear and fenders, and take all precautions noted above.
2. You allow ample time to get to the dock and to evacuate the area. Remember you may be fighting wind and rain.

If you plan to move to a hurricane anchorage:

1. Select possible sites well in advance (before hurricane season) and make a trial run to your site.
2. Verify water depth, size of anchor, chain and anchor scope required. Sufficient anchor chain and line for at least six times the normal (7:1) scope should be carried laying out the anchors. At least two anchors of the proper size for the vessel should be used.
3. Verify time required to get to the site.
4. Determine how to get off the boat and get to a car.

Things to remember:

1. The marina staff will be busy taking care of the marina property in the event of a storm. They will not have time to secure your boat.

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2. The boat owner will be responsible for any damage caused by his boat if it should break loose. Make sure that it is properly secured.
3. If the presence of any boat in the marina should present a hazard to any other boat or marina equipment, the Marina Manager will notify the owner that the boat must leave the marina and if the owner is not available or fails to comply, the marina may take any action necessary without liability to the marina or its representatives.
4. No one will be allowed to remain on his or her boat during a hurricane.
5. Lifejackets must be worn when walking on the docks when the wind velocities are in excess of 40 mph.
6. Extreme caution should be exercised in all outdoor activities. In the event of an injury, outside help may not be immediately available.
7. Any request for assistance must be made to the Marina Manager.
8. The marina staff will be released at least 12 hours before the storm's estimated time of arrival to secure their homes and families. Everyone must evacuate the marina at the order of the Marina Manager.

For your protection, we recommend stocking last year's cooler with emergency provisions and placing it in a readily accessible location. Consider purchasing a cigarette lighter plug and emergency antenna for your VHF marine radio. This will give you weather bulletins and telephone capability. Do not forget a broadcast radio, flashlight, fire extinguisher, water and water purification tablets, food and utensils, medical supplies and sanitary facilities.

Again, careful planning, preparation and rehearsal will go a long way toward preventing damage or injury because of a hurricane, and the exercise will come in handy the next time you ride out a tropical storm.

## APPENDIX D

### Master List of City Vehicles

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-Department- Make and Model	-Vin/ID/Serial	-Title No.	-City No.	-Tag No.	-Employee
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1050 BUILDING/ ZONING & CODE ENFORCEMENT					
2018 FORD Fusion	3FA6P0G7XJR177946	130180339	99	XE9779	Holden
2016 FORD F150 4X2 Pickup	1FTEW4CG8FFA00407	448245806	400	CYXD8806	Frank
-	-	-	-	-	-
2000 / 2100 - PUBLIC WORKS ADMINISTRATION					
1990 Trailer/#1 Gen. MGS	46MG10915LD017115	61258141	4	CY 104032	-
1987 John Deere/ 016608 JD410LDER	L02355F609088	6894	42	NO TAG	Forklift
1999 Trailer/#3 Mod T2218 Quickload Cust. Built	42022202971T09687	-	3	CY 137249	-
2001 Trailer/#8 Bob Cat	NO VIN	200462542	8	CY 127260	-
2010 John Deere Tractor 5085M	LV5085M260403	-	9	NO TAG	Beach Tractor
2004 FORD F550 4X4 Bucket Truck	1FDAF67PX4E872428	80802007	40	CY 22635	Bucket Truck
2009 FORD Truck F350 Pickup 4X4 Dump Truck	1FDWF37549EA47457	102279586	40	CY XB8270	Dump Truck
2001 Bobcat Skid Steer Loader, Model 552F	516212123	-	56	NO TAG	-
2016 John Deere 825S4 GATOR XUV	4M0825GFCGM111224	-	400	NO TAG	-
2018 Caterpillar 416F backhoe	0HWP04739	-	44	NO TAG	Backhoe

4000 - PARKS	-	-	-	-	-
2004 Pierce Pumper (Red/White)	4P4CT02A34A003003	82280648	E-25	CY224708	-
1999 SPTN/Fire Apparatus Pumper	4S7CT8194XC031727	82762964	P-25	CY137237	-
2014 Polaris Off Highway Vehicle	4XARH76A0EE237676	414641864	BRV4	XD5408	-
2014 FORD Utility Truck	1FM5K8B81EGC49838	115459974	C-25	CVR XD5408	-
2015 YAMA VS	YAMA4166B545	118529368	WC1	-	-
2015 YAMA VS	YAMA4200B545	118529640	WC2	-	-
2012 KARA	1M5BA1318C4E74880	596000366	WC1	CYXD5887	-
2012 KARA	1M5BA1311CA574870	596000366	WC2	CY XD5888	-
Rosenbauer Aerial Truck	54F2CC619HWM11703	127937661	T25	XF2890	LADDER Truck
2017 FORD Utility Truck (MB400)	1FM5K8D80HGE25523	429622840	125	XF2896	-

4000 - PARKS					
2019 Chevy 1500	3GCNWAHEHKG163050	-	36	-	Deb
1991 Trailer/#5 Huck (Green)	NO VIN	82202604	T-5	CT104043	-
2015 Barber Surf Rake/600hd	NO VIN	61494	408	NO TAG	-

2019 CHEVY 1500 4X4	4GCVKNEH1JZ126263	428840240	442	XF2804	Russ
6000—RECREATION	-	-	-	-	-
2010 CHEVY Truck	2GCVKNEC2K1474288	-	20	CLG0648	-
2017 F-E350 Minibus	1FDFE4FS4HDC07549	426515835	50	XF5172	-
2010 BLUB (Bluebird) BUS Hp 43-6cyls	1BAKGCPA8AF274545	403744954	55	CY-XC1448	-
2010 Van	4FBZY2CMXKKA40038	-	07	XH2880	-
6000—PARKING ENFORCEMENT	-	-	-	-	-
2019	3GNAXHEV8KS612047	435099852	96	CY-XG8410	Enterprise lease
7000—PUBLIC WORKS/TRANITATION	-	-	-	-	-
2019 F250	Enterprise lease	92452486	3	CY224802	2YD-Easy Dump
2010 CHEVY Truck	2GCVKNEC2K1474288	426515835	50	CY-XG8410	-
2013 RUSH PETERBILT TRUCK	2NP3JM8X7EM242741	411730489	48	CY-XD0738	Claw Truck
2010 CHEVY Truck	2GCVKNEC2K1474288	-	24	CY-XD0738	Blow
2012 PTRB Garbage Truck	2NP3LNOX2CM141070	406458415	26	CY-XB0705	Garbage Truck
2016 PTRB Truck	2NP3LNOX2CM141070	406458415	26	CY-XB0705	Garbage Truck
2017 PTRB Truck	3BPZL70X1HF173267	426563688	37	-	Garbage Truck
2010 F250 Truck	Enterprise lease	-	50	-	2YD-Easy Dump
2019 Kenworth Packer	-	-	29	-	-
9000—PUBLIC WORKS STORMWATER UTILITY	-	-	-	-	-
2011 FORD F350 4X2	1FDRF3G64BEC14835	405997438	70	XC4690	Kenny-Z
2018 ELGIN Street Sweeper Whirlwind	1FVACXFC9KHKE3560	431925389	77	XG2503	Sweeper
2016 CHEVY Truck	4GC2KUEG4GZ321409	423862360	440	XE1038	-
2016 CHEVY Truck	4GC2KUEG5GZ319484	423862244	444	XE1037	Kenny-D
9000—MARINA	-	-	-	-	-
2016 DODGE RAM 4X4 D7L02	2C6UR5HL0FG677902	447724450	407	XD8802	Marina

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Department Make and Model	Vin/ID/Serial	Title No.	City No.	Tag No.	Employee
Updated 4/07/2025					
<b>125-5240 BUILDING/ ZONING &amp; CODE ENFORCEMENT</b>					
2022 Ford Mustang Mach-E	3FMTK1RM1NMA32071	147430697	99	CJ7594	
2023 Ford Mustang Mach-E	3FMTK1R48PMA74255	152378975	101	XK8050	
2008 21Ft. Carolina Skiff	EKH1J139F809	100967554	102	No Tag	
2008 Loadmaster Boat Trailer	4YPAB20168T047871		T-102	XK0940	
2015 FORD F150 4X2 Pickup	1FTEW1CG8FFA90197	118345896	103	XD8806	BLDG. DEPT.
2023 FORD F015 Lightning Truck Electric	1FT6W1EV4PWG34289	153090334	104	XL0237	
<b>110-9910 ARCHIBALD</b>					
2016 John Deere 825IS4 GATOR XUV - Off Road	1M0825GFCGM111224		109	No Tag	
2018 CHEVY SILVERADO 1500 4X4	1GCVKNEH1JZ126263	128810319	112	XF2894	McKinnish
2019 Chevy 1500 - 4X2 reg. cab	3GCNWAEH6KG163050	135337843	36	XG8394	Kromrey
2022 Barber Surf Rake/600hd - Off Road	NO VIN	61882	108	No Tag	
2022 Scag V Ride II 52" deck, 37HP lawn mower - Off Road	SVRII52V-37BVEFI	S4400265	30	No Tag	
2023 6X16 Trailer -Open damaged in hurricane	1XNBU1621P1136287	70820	T-15	XJ5818	Open Trailer
2023 7x12 Enclosed Trailer for the Scag Mower	50ZBE1222PP040459	43779	T-30	XJ6056	
2023 7X14 Enclosed Trailer- Diamond Crown 7000LBS	53NBE1421P1103173	103173	T-16	XK1425	Enclosed Trailer
2023 Ford F-150	1FTEX1CB9PKF72249	153525817	31	XL0641	Johnson
2023 O'Dell Dump Trailer - Down to Earth 14000lbs	1XNBD1424P3097668	97668	T-14	XJ5817	Dump Trailer
Mobile Bathroom Trailer 8x20	2C9C1202XRS325055		T-BR		
<b>3000 / 3100 - PUBLIC WORKS ADMINISTRATION</b>					
1990 Trailer/#4 Gen. MGSI- damaged in hurricane	16MG10915LD017115	61258141	T-4	CY 104032	
1987 John Deere/ 016608-JD410LDER - damaged in hurricane	L02355F608088	6891	43	No Tag	Forklift

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2009 FORD Truck F350 Pickup 4X4 Dump Truck	1FDWF37549EA47457	102279586	40	CY XB8270	Johnson
2014 Polaris Off-Highway Vehicle - Off Road	4XARH76A9EE237676	114641864	106	XD5408	
2018 Caterpillar 416F backhoe - Off Road	0HWB01739		44	No tag	Johnson
2021 ASV Skid Steer - Off Road	ASVRT025CND501503		56	NO TAG	
2021 Kubota M6-091HDC-1 Tractor - Off Road	KBUM4DDCAK8F55730	55730	9	NO TAG	Schimmer
2022 K&K Systems Digital Message Board Trailer	1K9BM8010NT244345		T-11	XI1223	
2022 K&K Systems Digital Message Board Trailer	1K9BM8014NT244347		T-13	XK0931	
2023 Chevrolet Silverado 5500 Reg. Cab 2WD	1HTKHPVK1PH624540	154138671	New 19	XL0684	Johnson
2023 Diamond Cargo 5X8 enclosed trailer	53NBE081P1105106		T-17	XL0311	Thermoplastic trailer
<b>4000 - FIRE</b>					
1998 LMTV High Water Military Vehicle Agreement	AT008722BDCG	145227905	B-25	CS32918	Brush/Highwater
2017 Ford Utility Truck	1FM5K8D89HGE25522	129523840	U-25	XF2896	FD
2017 Rosenbauer Aerial Truck	54F2CC619HWM11703	127937661	T-25 (1)	XF2890	Ladder Truck
2022 Rosenbauer Aerial Truck	54F2FCCL0MWM13105	148572467	T-25 (2)	XI1224	Ladder Truck
2022 Toyota Tacoma	3TMCZ5Z8NM464880	148158820	MB400	XI1225	Fire Marshal
2022 Zodiac Defender Pro 650DP - Off Road	XCDF65AHJ122	144655949	Marine 25	FL4628TC	Rescue Boat
2022 Zodiac Defender Pro 650DP Boat Trailer	47GBD2118MB005020	Marine 25	M-25 Trailer	XJ1580	Trailer for Rescue Boat
2023 Chevrolet Silverado 4WD Crew Cab Pickup	3GCUDAED1PG272456	153403553	MEDIC-25	XK9733	Quick Response Vehicle
<b>POLARIS / ATV</b>	4XAT6E991P8039614	151125987	SR-25	NO TAG	Special Rescue
2025 Dodge Durango	1C4SDJFT0SC508135	2046945457	MB100	XL1959	Fire Chief
2025 Dodge Durango	1C4SDJFT2SC508136	2046955119	MB200	XL1960	Deputy Fire Chief
<b>5000 - RECREATION</b>					
2010 BLUB (Bluebird) BUS Hp 43 6cyls	1BAKGCPA8AF271515	103744954	55	XC1448	Barkat
2011 HP Kohler Command Lawn Mower - damaged by hurricane					damaged by hurricane
2012 3-wheel Hydro Bunker Sand Rake	1TC1200HCHT050074		57	NO TAG	

2016 TX Gator - Off Road	1M0TURFJEGM111250		51	NO TAG	no fuel card
2019 Chevy 1500 LD Truck 4X4	2GCVKNEC2K1171288	135150869	20	XH2871	
2019 Ford Van - Transit Pass 350 Cargo XL	1FBZX2CMXKKA19938	135415130	97	XH2880	Shaw
2019 John Deere TX Gator - Off Road	1M04X2XDAKM142322		95	NO TAG	was marina
2020 TX Gator - Off Road	1M04X2XDJMM160530		54	NO TAG	Mecko
2023 Bluebird Vision Bus	IBAKGCSA3PF391142	147156136	52	XJ4883	Barkat
2023 Scag Tiger Cat Mower - Off Road	STC1152V-28VEFI		53	NO TAG	no fuel card
2023 Starcraft Allstar XL - ADA Bus	5WEEZC8M1PH269590	154724811	58	XL3599	Michalski
2024 Advantage Diamond Cargo Trailer 7x14	53NBE1420R1105855	1908960197	T-2	XK9731	in rec department
2025 Ford F250 4x4 Crew Cab	1FT7W2BA8SEC35556	158260375	59	XL7937	
2025 Sure-Trac Utility Trailer	5JW1U1423S1452249	2107788093	T-20	XK8822	
<b>6000 - PARKING ENFORCEMENT</b>					
2024 Ford Maverick 4X2 Crew Cab Pickup	3FTTW8B92RRB66054	156892427	92	XL7625	new parking truck
2023 Kubota RTV (rough terrain vehicle) - damaged in hurricane	A5KC2GDBHPG084628		94	NO TAG	still usable
2024 Ford Maverick 4X2 Crew Cab Pickup	3FTTWBA94RRA89527	155170623	93	XL5538	new parking truck
<b>7000 - PUBLIC WORKS / SANITATION</b>					
2014 RUSH PETERBILT CLAW TRUCK	2NP3JM8X7EM212741	111730189	18	CY XD0738	Pierucci
2019 CHEVY 1500 LD Truck - 4X4	2GCVKNEC9K1172390	135099639	5	CY XG8409	A.Miller
2019 CHEVY 1500 LD Truck - 4X4	2GCVKNEC8K1171148	135150775	24	CY CKP0229	Pierucci
2019 F250 Truck 3YD Easy Dump	1FTBF2B62KEF19917	92452186	3	CY224802	Plympton
2019 F250 Truck 3YD Easy Dump	1FTBF2B62KEF19918	135984748	68	XH5868	3YD Easy Dump
2020 Kenworth Packer	1NKZLJ0X5LJ430170	139098421	26	XH4387	Doss
2020 Kenworth T880 Packer	1NKZLJ0X9LJ7410505	1121213244	29	XH4377	T880 Garbage Truck
2021 Broyhill Load & Pack -Off Road & Equipment	BMC-LPTD3.6-2101220-5.13		21	NO TAG	Pierucci
2023 Sparking Bins Tandem Trailer	1M9BT1224PM642032	1933824359	T-18	XL0682	listed under Parking fund
2024 Battle Motor ASL Garbage Truck LEASED from RDK	ICYAADAC6R1002245		New 33	DD32AB	garbage Truck
2024 Battle Motor ASL Garbage Truck	ICYABDACXR1002228	154870706	New 23	XL1810	Garbage Truck

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<b>9200 - PUBLIC WORKS STORMWATER UTILITY</b>					
2016 CHEVY Truck	1GC2KUEG1GZ321499	123862360	110	XE1038	Wepfer
2016 CHEVY Truck	1GC2KUEG5GZ319481	8783	111	XE1037	Schimmer
2021 Ford F-250 Truck	1FTBF2A69MED54324	146955593	70	XC4690	Johnson
2021 US Jetting Trailer	1U9FS1626MA044679	148387733	T-10	XJ6050	High Pressure Jetting Unit
2024 Briggs Mini Excavator	JCB8EBA7PP3354125		71		
<b>9300 - MARINA</b>					
2015 DODGE RAM 4X4 DJ7L92	3C6UR5HL9FG577902	117734450	107	XD8803	Marina
1981 WAYM Enclosed Trailer	71509	1908963209	T-107	XK9732	Marina

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# Memorandum

**Meeting Details:** June 11, 2025

**Prepared For:** Hon. Mayor Brooks & Board of Commissioners

**Staff Contact:** Andrew Laflin, Finance Director

**Subject:** Proposed FY 2025 Budget Amendment #1

## **Background**

The Charter of the City of Madeira Beach, Article X – *Financial Procedures* allows for amendments to the FY 2024 annual operating budget through the adoption of a Resolution. Resolution No. 2020-20 clarified the guidance from the City’s Charter as it relates to the budget amendment process and established procedures relating to initiation, approval, and processing of requested budget transfers and budget amendments. Article X, Section 10.4 and Section 10.5, of the City’s Charter state that intra-fund transfers and increases to a particular fund are permitted after adoption of the annual operating budget through the adoption of a Resolution. Intra-fund transfers are interpreted to include any needed increases to the overall budget of a department within a fund or a division within a department that is separately reported in the City’s annual adopted budget.

Budget adjustments are needed within the General Fund, Archibald Fund, and Sanitation Fund. The primary reason for these adjustments is certain costs to be incurred in FY 2025 that were not contemplated during the annual budget preparation process, due to the impact of Hurricane Helene and Hurricane Milton in late September 2024, as well as other incomplete information available. The purpose of increasing the budgets for each fund and department and account is described in Exhibit A.

## **Fiscal Impact**

Adoption of this Resolution would result in preparing a budgetary entry only and has no direct fiscal impact to the City.

## **Recommendation(s)**

Staff recommends approval of Resolution 2025-06.

## **Attachments**

- Resolution 2025-06
- Exhibit A – FY 2025 Budget Amendment #1 Details

## RESOLUTION 2025-06

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2025 (OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025) BY INCREASING APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND, THE ARCHIBALD PARK FUND, AND THE SANITATION FUND; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Board of Commissioners of the City of Madeira Beach adopted an annual budget for the Fiscal Year 2025; and

**WHEREAS**, the Board of Commissioners of the City of Madeira Beach desires to adopt an amendment to the Fiscal Year 2025 Budget; and

**WHEREAS**, Section 10.5 of the City Charter of the City of Madeira Beach authorizes the Board of Commissioners to amend the adopted budget by Resolution.

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

**SECTION 1.** The Board of Commissioners authorizes the Budget for Fiscal Year 2025 to hereby be amended to reflect an increase in appropriations for expenditure within the General Fund, Archibald Park Fund, and Sanitation Fund, as set forth in Exhibit A.

**SECTION 2.** The Board of Commissioners authorizes Director of Finance/City Treasurer to allocate the budget amendment pursuant to the account level detailed provided as set forth in Exhibit A.

**SECTION 3.** This Resolution shall become effective immediately upon final passage and adoption by the Board of Commissioners.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

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

**ATTEST:**

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

## **Proposed FY 2025 Budget Amendment #1**

<b>Fund/Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Current Budget Amount</b>	<b>Increase (Decrease)</b>	<b>Revised Budget Amount</b>
General Fund - Non-Departmental	001.1400.550001	Disaster Related Expenses	-	15,000,000	15,000,000
<b>Total Budgeted Outflow Increase:</b>				<b>15,000,000</b>	
General Fund - Non-Departmental	001.1400.331392	FEMA Grant Revenues	-	15,000,000	15,000,000
<b>Total Budgeted Inflow Increase:</b>				<b>15,000,000</b>	

**Purpose:**

Hurricane disaster-related expenses not budgeted, including \$9.7m purchase order for debris removal. Proposed budget amendment for \$15m to 'Disaster Related Expenses' account.

<b>Fund/Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Current Budget Amount</b>	<b>Increase (Decrease)</b>	<b>Revised Budget Amount</b>
General Fund - Fire-EMS	001.4000.549000	Other Current Charges	-	7,400,000	7,400,000
<b>Total Budgeted Outflow Increase:</b>				<b>7,400,000</b>	
General Fund - Fire-EMS	001.4000.338000	Pinellas County	-	7,400,000	7,400,000
<b>Total Budgeted Inflow Increase:</b>				<b>7,400,000</b>	

**Purpose:**

Redington fire station project fully funded by Pinellas County, but running through Madeira Beach as project manager. Did not get included in the fiscal year 2025 budget originally.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - Human Resources	001.1030.531000	Professional Services	-	50,000	50,000
<b>Total Budgeted Outflow Increase:</b>				<b>50,000</b>	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	2,870,507	50,000	2,920,507
<b>Total Budgeted Inflow Increase:</b>				<b>50,000</b>	

**Purpose:**

Compensation & classification study from Gehring Group not budgeted. Proposed budget amendment for \$50,000 to 'Professional Services' account.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - Law Enforcement	001.4010.531006	Law Enforcement Services	1,580,000	125,000	1,705,000
<b>Total Budgeted Outflow Increase:</b>				<b>125,000</b>	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	2,920,507	125,000	3,045,507
<b>Total Budgeted Inflow Increase:</b>				<b>125,000</b>	

**Purpose:**

PCSO annual contractual cost budgeted at \$1,580,000, but actual per contract is \$1,687,968. Proposed budget amendment for \$125,000 to 'Law Enforcement Services' account.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - Information Technology	001.1010.531005	IT Services	15,000	75,000	90,000
<b>Total Budgeted Outflow Increase:</b>				<b>75,000</b>	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	3,045,507	75,000	3,120,507
<b>Total Budgeted Inflow Increase:</b>				<b>75,000</b>	

**Purpose:**

IT managed services budgeted at \$15,000. Purchase order for vCISO services for \$60,000 not budgeted. Proposed budget amendment for \$60,000 to 'IT Services' account.



<b>Fund/Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Current Budget Amount</b>	<b>Increase (Decrease)</b>	<b>Revised Budget Amount</b>
General Fund - John's Pass Village	001.8000.546008	Maintenance Grounds/Parks	200,000	45,000	245,000
<b>Total Budgeted Outflow Increase:</b>				<b>45,000</b>	
General Fund - Non-Departmental	001.1400.331392	FEMA Grant Revenues	15,000,000	45,000	15,045,000
<b>Total Budgeted Inflow Increase:</b>				<b>45,000</b>	

**Purpose:**

Increase in maintenance costs for grounds within John's Pass Village due to Hurricane Helene.

<b>Fund/Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Current Budget Amount</b>	<b>Increase (Decrease)</b>	<b>Revised Budget Amount</b>
Archibald Park Fund - Archibald	110.9910.546008	Maintenance Grounds/Parks	250,000	30,000	280,000
<b>Total Budgeted Outflow Increase:</b>				<b>30,000</b>	
Archibald Park Fund - Archibald	110.9910.331392	FEMA Grant Revenues	-	30,000	30,000
<b>Total Budgeted Inflow Increase:</b>				<b>30,000</b>	

**Purpose:**

Increase in maintenance costs for grounds within Archibald Park due to Hurricane Helene.

<b>Fund/Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Current Budget Amount</b>	<b>Increase (Decrease)</b>	<b>Revised Budget Amount</b>
Sanitation Fund - Sanitation	402.7000.552000	Department Supplies	100,000	35,000	135,000
<b>Total Budgeted Outflow Increase:</b>				<b>35,000</b>	
Sanitation Fund - Sanitation	401.7000.331392	FEMA Grant Revenues	-	35,000	35,000
<b>Total Budgeted Inflow Increase:</b>				<b>35,000</b>	

**Purpose:**

Increase in department operating supplies due to the replacement of all dumpsters and trash cans lost during Hurricane Helene.



# Memorandum

**Meeting Details:** June 11, 2025

**Prepared For:** Hon. Mayor Brooks & Board of Commissioners

**Staff Contact:** Andrew Laflin, Finance Director

**Subject:** RFP for Auditing Services – FY 2025 - 2029

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## **Background**

Section 218.391, Florida Statutes, the auditor selection law, establishes required procedures for the selection of auditors to perform the financial audits required by Section 218.39, Florida Statutes, for counties, municipalities, special districts, district school boards, charter schools, and charter career technical centers. These procedures help ensure selection of a qualified auditor and satisfactory audit effort.

The established auditor selection process requires a request for proposal (RFP) for the solicitation of the necessary audit services, and a selection and negotiation process in which fees cannot be the sole or predominant reason for selecting a particular audit firm.

The auditor selection law requires that the governing body of each county, municipality, special district, district school board, charter school, and charter technical career center establish an auditor selection committee. Section 218.391(2)(d), Florida Statutes, provides that while the primary purpose of the auditor selection committee is to assist the governing body in selecting an auditor to conduct the financial audit, the auditor selection committee may serve other audit oversight purposes as determined by the entity's governing body.

## **Fiscal Impact**

There is no immediate financial impact associated with this request to issue an RFP for financial auditing services. Any financial obligations will be presented to the Board of Commissioners for approval once the proposal responses, including fee estimates, are received.

**Recommendation(s)**

Staff recommends that the Board of Commissioners authorize staff to issue the attached RFP No. 25-10 for Financial Auditing Services and direct staff to schedule a meeting with the auditor selection committee to perform an evaluation of respondents who submitted qualifying proposals.

**Attachments**

- RFP No. 25-10 – Financial Auditing Services

**CITY OF MADEIRA BEACH, FLORIDA**  
**REQUEST FOR PROPOSALS**  
**RFP NO. 25-10**  
**FINANCIAL AUDITING SERVICES**



Website: <https://madeirabeachfl.gov>

Date of Issue: June 12, 2025

Responses Due: July 16, 2025 at 2:00pm EDT

City of Madeira Beach, Florida  
Phone (727) 391-9951  
300 Municipal Drive  
Madeira Beach, Florida 33708

## NOTICE TO PROPOSERS

The City of Madeira Beach is requesting proposals to provide financial auditing services to the City for the audit of the financial statements of the City of Madeira Beach. The successful proposer is required to be an independent certified public accounting firm licensed to practice in the State of Florida. The successful respondent will enter into a three-year service contract with the option for two (2) additional one-year renewals.

Proposal submissions must be received electronically via email to the point of contact listed below.

**“RFP NO. 25-10, FINANCIAL AUDITING SERVICES”, along with the name and telephone number of the submitter**, no later than **2:00 p.m. (EST), on July 16, 2025**. The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Andrew Laflin, CPA  
Finance Director  
City of Madeira Beach, Florida  
alaflin@aclarian.com

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## 1 RFP Purpose

### 1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from certified public accounting firms licensed in Florida for annual financial and compliance auditing services for the City of Madeira Beach for the three (3) fiscal years ending September 30, 2025, 2026, & 2027, with the option to renew for up to two additional one-year terms.

Audits should be in accordance with generally accepted auditing standards for financial and compliance audits as required by Chapter 10.550 of the rules of the State of Florida Auditor General, applicable to audits of municipalities.

The City will not reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

### 1.2 Agreement Term & Renewals

The initial contract term shall be for a period of three (3) years. The City reserves the right to renew the contract for two (2) additional one (1) year periods. The option of renewal shall only be exercised upon mutual written agreement by both parties and upon approval by the City's Board of Commissioners. All terms and conditions and unit prices shall remain the same as the original agreement, unless mutually agreed upon in writing. The agreement contract shall be in the form of an Engagement Letter signed and executed by both the City and the selected firm.

### 1.3 Procurement Schedule

The following table identifies the RFP process for this procurement:

TASK	DATE
RFP issued	June 11, 2025
Last day for questions to be submitted	June 25, 2025
Answers/Addendum final date	June 27, 2025
Due Date/Proposal Opening	July 16, 2025
Tentative Date – Audit Committee Evaluation	August 20, 2025
Tentative Date – Board of Commissioners Meeting	September 10, 2025
Tentative Date – Execution of Contract (EL)	September 10, 2025

## 2 Scope of Work

### 2.1 General

The City of Madeira Beach desires the Auditor to express an opinion on the fair presentation of its financial statements. The Auditor shall also be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by Government Accounting Standards.

The auditor may be requested to assist with accounting and related issues which will require timely responses to inquiries.

The selected auditor will be expected to coordinate directly with the City's Finance Director and Assistant Finance Director on all aspects of the audit process. The auditor's estimated schedule, request list, fieldwork process, and reporting should all be communicated to the Finance Director and Assistant Finance Director.

The selected auditor will be expected to gain limited access to Aclarian, the City's web-based Enterprise Resource Planning (ERP) system, and retrieve reports and extract supporting documentation (invoices, contracts, bank statements, journal entry backup, etc.) directly from the system. In addition, the selected auditor will be expected to utilize the 'Audit Fieldwork Request Form' within the City's ERP system to make audit-related requests for information and assign to City personnel for completion. Training will be provided to the selected audit team prior to commencement of the audit.

Upon completion of the audit process, the auditor will be expected to present the results of the audit to the City's Board of Commissioners. The auditor will be expected to coordinate this presentation with the Finance Director.

The auditor will be requested to prepare the City's Annual Comprehensive Financial Report (ACFR) in accordance with all applicable professional standards. The Finance Director and Assistant Finance Director will lead preparation efforts relating to Management's Discussion & Analysis (MD&A) and the statistical section of the ACFR.

The City is at times the recipient of state and federal grants, which may require the performance of single audit procedures in any given fiscal year. Therefore, the fee proposal requested includes a component for the single audit on a per federal program and state project basis to be utilized if necessary.

If the City requests the auditor to provide any additional services outside of the scope of this RFP, the firm should provide hourly rates by staff level to perform such services within its Engagement Letter.

## 2.2 Auditing Standards to be Followed

To meet the requirements of the solicitation, the audit shall be conducted in accordance with:

- Auditing standards generally accepted in the United States of America
- The standards applicable to financial audits contained in Government Auditing Standards
- The requirements of Sections 218.39 and 218.415 of the Florida Statutes and Chapter 10.550 of the Rules of the Auditor General
- Provisions of the OMB Uniform Guidance 2 CFR 200, and the Florida Single Audit Act, Section 215.97, Florida Statutes
- Other applicable federal, state and local laws or regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future

## 2.3 Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the Auditor shall issue:

- All required reports on the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards and schedule of state financial assistance and related reports to the financial statements, if applicable
- A report on compliance and internal control over financial reporting based on an audit of the financial statements
- A report on compliance and internal control over compliance applicable to each major federal program and state project, if applicable
- Attestation Report on Compliance with Section 218.415 Florida Statutes, Local Government Investment Policies
- Management Letter Pursuant to the Rules of the Auditor General for the State of Florida.

## 2.4 Special Considerations

The auditor will assist the City in complying with changes in reporting requirements to remain in conformity with accounting principles generally accepted in the United States of America and reporting changes mandated by the State of Florida.

The successful firm selected will make a “good faith effort” to maintain a level of consistency in staff assigned to audits of the City of Madeira Beach year over year.

## 2.5 Assistance to be Provided by the City

The auditor’s principal contact and the designated representative for the City of Madeira Beach is the City Finance Director. This contact will coordinate the assistance to be provided by the City of Madeira Beach to the proposers, including reviewing the City’s current work papers and coordinating inquiries concerning financial aspects of the City’s operation.

The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City of Madeira Beach. Finance Department staff will provide all data as requested, but the audit firm is responsible to format the data to accommodate their required schedules and work papers.

The City will provide the auditor with reasonable workspace and internet connectivity for on-site audit staff, if needed. The auditors will provide their own laptop computers and necessary peripheral devices.

## 2.6 Preferred Schedule for conducting Audits

The Auditor shall complete each of the each of the following no later than the dates indicated below:

1. **Interim Fieldwork Completion.** By early January, the Auditor shall complete interim fieldwork procedures, if desired, and provide the City of Madeira Beach a list of all schedules to be prepared by the City for final fieldwork.
2. **Date Audit May Commence.** The City of Madeira Beach will aim to have all records ready for the audit and all management personnel available to meet with the firm’s personnel by around mid-January of each year.
3. **Fieldwork.** The Auditor shall complete all fieldwork by early March.
4. **Draft Reports.** The auditor shall have drafts of the audit report and recommendations to management available for review by mid March.

5. **Date Final Report is Due.** The auditor will deliver the final issued reports on or before March 31<sup>st</sup> of each year. A digital copy (PDF) of the final report should be emailed to the City's Finance Director.

## 2.7 Working Paper Retention & Access to Working Papers

All working papers and reports must be retained in accordance with requirements and procedures set forth by the General Records Schedule for Local Government Agencies as promulgated by the Division of Archives, History and Records Management (a division of the Florida Department of State) at the auditor's expense, unless the firm is notified in writing by the City of Madeira Beach of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- City of Madeira Beach
- US General Accounting Office (GAO)
- Cognizant Agents and Agencies
- Auditors of entities of which the City of Madeira Beach is a sub-recipient of grant funds
- Parties designated by the federal or state governments or by the City of Madeira Beach as part of an audit quality review process

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. As requests for copies of working papers are fulfilled, the auditors will be required to notify the Finance Director of the request, as appropriate.

## 3 Background Information

The City of Madeira Beach serves an area of approximately two square miles with a population of approximately 3,800. The City's fiscal year begins on October 1<sup>st</sup> and ends on September 30<sup>th</sup> of each year.

The City provides a traditional scope of services, including fire protection and EMS; maintenance of parks, streets and other infrastructure; stormwater and sanitation services; a municipal marina; recreational programs and events; planning and zoning; and parking management. Pinellas County Utilities provides potable water service and purchased the City's sewer collection system on October 1, 2006. Law Enforcement services are provided by the Pinellas County Sheriff's Office. The City of Madeira Beach has over 80 full-time equivalent (FTE) employees.

More detailed information on the government and its finances can be found in the Annual Budget and ACFR, which are available on the City's website. Please see [www.madeirabeachfl.gov](http://www.madeirabeachfl.gov).

## 4 Qualifications & Requirements

To be eligible to respond to this solicitation, the proposing firm or principals assigned to the project have successfully provided services similar magnitude to those specified in the Scope of Work section of this solicitation to at least one or more municipalities of similar size and complexity to the City of Madeira Beach.

#### 4.1 Independence

The proposer should provide an affirmative statement that all key supervisory personnel assigned to the engagement are independent of the City of Madeira Beach, as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards. In addition, the proposer should have no conflict of interest with regard to any other work performed by the firm for the City of Madeira Beach.

#### 4.2 License Requirements, CPE

The firm and assigned key professional staff must be properly registered and licensed to practice in the State of Florida. The firm must be Certified and Registered with the Florida Department of Professional Regulation, AICPA, and FICPA.

The minimum required Florida municipal experience for the firm and engagement and quality control partners is five (5) years. Additionally, all key supervisory personnel must have successfully completed the number of required hours of continuing professional education (CPE) for CPA's engaged in government auditing pursuant to F.S. 473.312 and government auditing standards (Yellow Book).

#### 4.3 Quality Control & Peer Review

The proposing firm shall provide a copy of its most recent Report on the Firm's System of Quality Control.

#### 4.4 Insurance Requirements

Before starting and until termination of work for, or on behalf of, the City of Madeira Beach, the audit firm shall procure and maintain insurance of the types and to the limits specified below:

<u>Type of Insurance</u>	<u>Minimum Coverage</u>
General Liability	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	As Required by Law

As evidence of the above listed coverage, a Certificate of Insurance listing the City of Madeira Beach as an additional insured shall be provided prior to the beginning of fieldwork.

The City reserves the right to modify its insurance requirements with 60 days' notice

### 5 Selection Process and Evaluation of Responses

Proposals meeting the mandatory requirements will be shared with the Auditor Selection Committee members to be evaluated for technical qualifications. The Auditor Selection Committee members shall review and rank the qualifying proposals individually. Committee members will meet at a publicly advertised meeting to discuss and finalize their evaluations and to summarize their scoring results. The Committee will present their recommendations at the next available regular Board of Commissioners meeting. Commission will confirm direction to negotiate and execute a contract to engage a firm.



## 5.1 Mandatory Requirements

Proposers must provide documentation which demonstrates their ability to satisfy all of the mandatory requirements outlined in this section. Proposals that do not provide the below supporting documentation will not be evaluated and ranked for Council consideration.

1. Affirmative statement of independence and no conflict of interest with regard to any other work performed by the firm for the City
2. Copy of Firm's current license to practice in Florida
3. Copies of the current CPA licenses for key personnel overseeing the audit
4. Copy of the firm's most recent peer review report on quality control

### Evaluation Criteria

Criteria is listed by their allocation of points per segment as follows:

EVALUATION CRITERIA	POINTS
Firm Qualifications and Experience	40
Management and Staff Experience	20
Methodology	20
Pricing	20
<b>TOTAL</b>	<b>100</b>

Each of the criteria is described further in Section 6 in order of the preferred topic outline of the proposal.

## 6 Proposal Outline and Requirements

The proposal must be submitted electronically via email to the Finance Director at [alaflin@aclarian.com](mailto:alaflin@aclarian.com). The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the RFP. Proposals should be submitted following the topic format outlined here in section 6.

### 6.1 Cover Page

The cover page of the proposal must include the Title "Proposal to Provide Financial Audit Services to the City of Madeira Beach, RFP 25-10". The cover page must include the Firm's name, address, telephone number, the name of the primary contact person, and the date of the proposal.

### 6.2 Table of Contents

Please include a table of contents with page numbers to clearly define location of the below major sections of the proposal.

### 6.3 Transmittal Letter

The signed letter of transmittal should briefly state the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the proposer believes itself to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for ninety (90) days. The signer must have the authority to bind the proposer to the submitted proposal.

#### 6.4 Firm Qualifications and Experience (40 Points)

This section of the proposal should establish the ability of the proposing firm to satisfactorily perform the required work.

- Describe experience performing the work described in the Scope of Work (financial statement audits, internal controls, single audits, and preparation of those financial statements, and so forth).
- Describe competence in the services to be provided, strength and stability of the firm, staffing capability, work load, and record of meeting schedules on similar projects.
- For the firm's office that will be assigned the responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last three years that are similar to the engagement described in this RFP. Include the name and contact information (email address and phone number) of the principal client contact.
- Describe participation in the Florida Government Finance Officers Association (FGFOA) and other applicable state-wide local government outreach initiatives (associations, conferences, etc.).
- Explain your firm's approach to stay current with GASB statements, guidelines and best practices. This section should include a description of the firm's quality assurance practices.

#### 6.5 Engagement Team Staff Experience (20 Points)

Describe the education, qualifications, and experience of key personnel, and their primary job duties if engaged. Provide experience of each person. Describe how the quality and consistency of staff will be assured over the term of the agreement.

#### 6.6 Methodology (20 Points)

Describe the approach to completing the tasks specified in the Scope of Work. Set forth a work plan, including an explanation of the audit methodology to be followed. Include reference to sources of information, for example, the City's adopted budget document, Board of Commissioners meeting minutes, predecessor auditor workpapers, and ERP system access. Include an implementation schedule with a final report delivery date and key project milestones and timelines for deliverables.

#### 6.7 Price Proposal (20 points) and Other Attachments

Complete the one-page summary price proposal to be included as Attachment 1: Professional Auditing Services Price Proposal (20 Points). Points will be awarded based on the costs of services as compared to the other qualifying proposals received. The lowest priced qualifying proposal (5-year grand total) shall be awarded 20 points. The remaining proposals will be awarded a percentage of the 20 points, using the following formula:

$$\frac{\text{Lowest 5-year Proposed Amount}}{\text{Proposed 5-year Amount}} \times 20 \text{ points}$$

The firm fixed fee proposals should be listed separately for 1) City Audit Services; 2) State and/or Federal Single Audit; 3) Financial Statement Preparation Services.

List of Attachments for all proposals:

- Attachment 1: Professional Auditing Services Price Proposal
- Attachment 2: Confirmation of Receipt of Addenda
- Attachment 3: Affirmative statement of independence and no conflict of interest
- Attachment 4: Proof of Firm registration with Florida DPBR
- Attachment 5: Copies of CPA licenses for all key professional staff
- Attachment 6: Copy of most recent Peer Review of Quality Control

## 7 Additional Submittal Requirements

### 7.1 No Contact Clause (Cone of Silence)

All prospective respondents are hereby instructed NOT to contact any member of the City of Madeira Beach, City Manager, Audit Selection Committee members, or City of Madeira Beach staff members other than the authorized city contact person identified in this Solicitation regarding the solicitation package, the Respondent's submittal package, the City's Intent to Award, or City's Intent to Reject, at any time prior to the formal award for this project. Any such contact may be cause for rejection of your submittal. Any questions relative to any item or portion of this solicitation should be directed in writing via email to the City's Finance Director:

Andrew Laflin, CPA

Finance Director

Email: [alaflin@aclarian.com](mailto:alaflin@aclarian.com)

### 7.2 Inquiries and Addenda

All potential respondents are encouraged to notify the Finance Director of your intent to respond to this RFP, who will record contact information for your organization in the event addenda are issued.

All questions remitted in writing to the City's Finance Director will be compiled and a response in the form of an addendum will be distributed to all interested parties that have provided notification of intent to respond. See the timing for questions and answers in "Section 1.3 Procurement Schedule".

### 7.3 Reservation of Rights

The City reserves the right to reject any and all proposals, to waive minor defects in the process, and to accept the proposal deemed by the City to be in the City's best interest. All issues addressed in the Request for Proposals (RFP) will be given consideration in determining the successful proposer.

The City may make a determination that it is in the City's best interest to conduct additional discussions or changes in the requirements and request another submission of best and final offers from those proposers deemed qualified for any short list.

### 7.4 Public Records

The City of Madeira Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor will be required to comply with Florida's Public Records Law. Any resulting contract shall incorporate the following Public Records Provisions as required by Section 119.0701, Florida Statutes.

The Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure the public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records, transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract, and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a default and Breach of this Agreement.

## 8 Attachments

## Attachment#1

**CITY OF MADEIRA BEACH RFP 25-10  
PROFESSIONAL AUDITING SERVICES PRICE PROPOSAL**

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

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

City &amp; State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Principal Contact Email: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

**FIRM FIXED FEES PROPOSALS:**

I. Fiscal Year 2025 Audit Services: \$ \_\_\_\_\_

II. State and/or Federal Single Audit (Per Program/Project): \$ \_\_\_\_\_

III. Financial Statement Preparation Services (ACFR): \$ \_\_\_\_\_

IV. In consideration of subsequent year(s) renewals, provide a Firm Fixed Fee for subsequent year Audits (sum of Item I, II, and III for each subsequent fiscal year):

<b>Fee Section</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>
Item I.				
Item II.				
Item III.				

In accordance with your request for proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I (We), the undersigned, hereby agree is this proposal is accepted, to contract with the City of Madeira Beach, Florida to furnish any service requested herein and deliver the same to the City of Madeira Beach at the specified location.

Name &amp; Title of Authorized Representative: (Printed) \_\_\_\_\_

(Signature) \_\_\_\_\_



## Attachment#2

**CITY OF MADEIRA BEACH RFP 25-10  
ACKNOWLEDGEMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda to the Request for Proposals (Give number and date of each):

Addendum No.	Dated
Addendum No.	Dated
Addendum No.	Dated
Addendum No.	Dated
Addendum No.	Dated

Failure to submit acknowledgement of any addendum that affects the submittal is considered an irregularity and may be cause for rejection of the proposal.

Name of Business:

By:

(Signature)

Name & Title

## Attachment#3

**CITY OF MADEIRA BEACH RFP 25-10  
AFFIRMATIVE STATEMENT OF INDEPENDENCE  
AND NO CONFLICT OF INTEREST**

The \_\_\_\_\_ [insert firm name here] is independent of the City of Madeira Beach as defined by generally accepted auditing standards and the U.S. Government Accountability Office's Government Auditing Standards. Accordingly, no relationship exists between the \_\_\_\_\_ [insert firm name here] and the City or any of its employees, Board members or with any person or agency that constitutes a conflict of interest with respect to the City.

In addition, the staff of \_\_\_\_\_ [insert firm name here] have not conducted other services for the City, nor has it made any management decisions, and accordingly, will not be auditing work or decisions made by the Firm's employees, nor are there other ways to compromise our independence as defined by the AICPA.

[Signature]

\_\_\_\_\_

Name & Title of Authorized Representative (Printed)

\_\_\_\_\_

Date

Attachment #4

**CITY OF MADEIRA BEACH RFP 25-10  
PROOF OF FIRM REGISTRATION WITH FLORIDA DBPR**

Attachment #5

**CITY OF MADEIRA BEACH RFP 25-10  
CPA LICENSES FOR ALL KEY PROFESSIONAL STAFF**

Attachment #6

**CITY OF MADEIRA BEACH RFP 25-10  
PEER REVIEW OF QUALITY CONTROL**

**2025 BOARD OF COMMISSIONERS MEETING SCHEDULE**

Patricia Shontz Commission Chambers – City Hall, 300 Municipal Drive, Madeira Beach, FL

“All meetings & Events listed are in the Commission Chambers.”

“Meetings, dates & times are subject to change.”

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TIME</u>
Wednesday, June 11, 2025	BOC Regular Meeting	6:00 PM
Thursday, June 19, 2025	JUNETEENTH – City Holiday	
Wednesday, June 25, 2025	BOC Budget Workshop #4	4:00 PM
Wednesday, June 25, 2025	BOC Regular Workshop Meeting	6:00 PM
Friday, July 4, 2025	INDEPENDENCE DAY – City Holiday	
Wednesday, July 9, 2025	BOC Regular Meeting	6:00 PM
Wednesday, July 23, 2025	BOC Budget Workshop #5	4:00 PM
Wednesday, July 23, 2025	BOC Regular Workshop Meeting	6:00 PM
Wednesday, August 13, 2025	BOC Regular Meeting	6:00 PM
Wednesday, August 27, 2025	BOC Budget Workshop #6	4:00 PM
Wednesday, August 27, 2025	BOC Regular Workshop Meeting	6:00 PM
Monday, September 1, 2025	LABOR DAY – City Holiday	
Wednesday, September 10, 2025	BOC Special Meeting <i>(Tentative FY 2026 Millage &amp; Budget-1<sup>st</sup> Reading &amp; Public Hearing)</i>	5:45 PM
Wednesday, September 10, 2025	BOC Regular Meeting	6:00 PM
Wednesday, September 24, 2025	BOC Special Meeting <i>(Adoption of FY 2026 Millage &amp; Budget-2<sup>nd</sup> Reading &amp; Public Hearing)</i>	5:45 PM
Wednesday, September 24, 2025	BOC Regular Workshop Meeting	6:00 PM
Wednesday, October 1, 2025	BOC Regular Meeting	6:00 PM
Wednesday, October 22, 2025	BOC Regular Workshop Meeting	6:00 PM
Tuesday, November 11, 2025	VETERANS DAY – City Holiday	
Wednesday, November 12, 2025	BOC Regular Workshop Meeting <i>(date &amp; time change due to Thanksgiving Holidays)</i>	2:00 PM
Wednesday, November 12, 2025	BOC Regular Meeting <i>(Meeting time change)</i>	4:00 PM
Thursday, November 27, 2025	THANKSGIVING DAY – City Holiday	
Friday, November 28, 2025	DAY AFTER THANKSGIVING DAY – City Holiday	



**Wednesday, December 10, 2025**  
**Wednesday, December 10, 2025**

**BOC Regular Workshop Meeting** *(date & time change due to Christmas & New Year's Holidays)* **2:00 PM**  
**BOC Regular Meeting** *(Meeting time change)* **4:00 PM**

**Candidate Qualifying Period**

**NOON, Monday, December 1, 2025 through NOON, Friday, December 12, 2025, excluding weekends.**  
*(Commissioner District 1 and Commissioner District 2) - March 10, 2026 Municipal Election – Candidate Packets available Mon. November 3<sup>rd</sup>*

**Wednesday, December 24, 2025**  
**Thursday, December 25, 2025**

**CHRISTMAS EVE – City Holiday**  
**CHRISTMAS DAY – City Holiday**

**Wednesday, December 31, 2025**  
**Thursday, January 1, 2026**

**NEW YEAR'S EVE - City Holiday** *(tentative- may or may not be removed in new personnel manual when adopted)*  
**NEW YEAR'S DAY – City Holiday**

**Board of Commissioners  
Meetings Report  
(January 1, 2025 – May 31, 2025)**



Prepared By  
Clara VanBlargan, MMC, MSM  
City Clerk  
June 2, 2025

**BOARD OF COMMISSIONERS – 01/01/2025 – 03/11/2025**

Anne-Marie Brooks, Mayor (Mayor as of 6/14/2024)  
 Ray Kerr, Commissioner District 2  
 David Tagliarini, Vice Mayor/Commissioner District 1  
 Eddie McGeehen, Commissioner District 3  
 Housh Ghovae, Commissioner District 4 (appointed 7/10/2024)

**TERM OF OFFICE**

3-Year Term (03/2023 – 03/2025)  
 2-Year Term (03/2022 – 03/2026)  
 2-Year Term (03/2022 – 03/2026)  
 2-Year Term (03/2023 – 03/2025)  
 2-Year Term (07/2024 – 03/2025)

**BOARD OF COMMISSIONERS – 03/12/2025 – 12/31/2025**

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

**TERM OF OFFICE**

3-Year Term (03/2023 – 03/2028)  
 2-Year Term (03/2022 – 03/2026)  
 2-Year Term (03/2022 – 03/2026)  
 2-Year Term (03/2023 – 03/2027)  
 2-Year Term (07/2024 – 03/2027)

**ANNUAL SALARY - (City Charter, Section 2.2(B) and Ordinance 2023-23)**

Mayor	\$10,000
District Commissioner	\$7,500

**INDUCTION INTO OFFICE – MARCH 12, 2025, BOC REGULAR MEETING**

- Anne-Marie Brooks, Mayor 3-Year Term (*New term to 03/2028*)
- Eddie McGeehen, District 3 Commissioner 2-Year Term (*New term to 03/2027*)
- Housh Ghovae, District 4 Commissioner 2-Year Term (*New term to 03/2027*)

**APPOINTMENT OF VICE MAYOR – MARCH 12, 2025, BOC REGULAR MEETING**

- Ray Kerr, Vice Mayor/Commissioner District 2 1-Year Term (*03/2025-03/2026*)

**BOARD OF COMMISSIONERS MEETING ATTENDANCE**

- January 8, 2025, BOC Regular Meeting – *All present*
- January 22, 2025, BOC Regular Workshop – *All present*
- February 12, 2025, BOC Regular Meeting – *All present*
- February 26, 2025, BOC Joint Workshop with Civil Service Commission – *Vice Mayor Tagliarini and Commissioner McGeehen absent*
- February 26, 2025, BOC Special Meeting (for a shade meeting) - *Vice Mayor Tagliarini and Commissioner McGeehen absent*
- February 26, 2025, BOC Regular Workshop - *All present*
- March 12, 2025, BOC Regular Meeting – *All present*
- March 26, 2025, BOC Budget Workshop Meeting – *All present*
- March 26, 2025, BOC Regular Workshop Meeting - *All present*
- April 2, 2025, BOC Regular Meeting – *All present*
- April 16, 2025, BOC Budget Workshop Meeting – *All present*
- April 16, 2025, BOC Regular Workshop Meeting – *All present*
- May 14, 2025, BOC Regular Meeting – *All present*
- May 28, 2025, BOC Budget Workshop – *Commissioner Tagliarini absent*
- May 28, 2025, BOC Regular Workshop Meeting – *All present*

## PROCLAMATIONS

### February 26, 2025, BOC Regular Workshop Meeting

- Flood Awareness Week Proclamation; March 3 – 9, 2025

### April 2, 2025, BOC Regular Meeting

- 56<sup>th</sup> Annual Professional Municipal Clerks Week; May 4-10, 2025

### May 14, 2025, BOC Regular Meeting

- National Safe Boating Week; May 17-23, 2025

## PRESENTATIONS

### January 8, 2025, BOC Regular Meeting

- Senator Nick DiCeglie – Hurricanes and storm-related issues. He offered his assistance and asked that the City of Madeira Beach consider him a resource to help do whatever is necessary to help Madeira Beach move forward.

### February 12, 2025, BOC Regular Meeting

- Madeira Beach Fire Department – Introduction of New Hires
- Madeira Beach Fire Department – Firefighter of the Year, 2025
- Madeira Beach Fire Department – Promotions
- Madeira Beach Fire Department – Recognition of Years of Service

## MEETING MINUTES APPROVAL

### January 8, 2025, BOC Regular Meeting – *Approved 5-0*

- 12-11-2024, BOC Regular Meeting Minutes
- 12-11-2024, BOC Regular Workshop Meeting

### February 12, 2025, BOC Regular Meeting – *Approved 5-0*

- 01-08-2025, BOC Regular Meeting Minutes
- 01-22-2025, BOC Regular Workshop Meeting Minutes

### March 12, 2025, BOC Regular Meeting – *Approved 5-0*

- 02-12-2025, BOC Regular Meeting Minutes
- 02-26-2025, BOC Special Meeting Minutes (for a Shade Meeting)
- 02-26-2025, BOC Joint Workshop Meeting with Civil Service Commission Meeting Minutes
- 02-26-2025, BOC Regular Workshop Meeting

### April 2, 2025, BOC Regular Meeting – *Approved 5-0*

- 03-12-2025, BOC Regular Meeting Minutes

### May 14, 2025, BOC Regular Meeting – *Approved 5-0*

- 03-26-2025, BOC Budget Workshop Meeting Minutes
- 03-26-2025, BOC Regular Workshop Meeting Minutes

- 04-02-2025, BOC Regular Meeting Minutes
- 04-16-2025, BOC Budget Workshop Meeting Minutes
- 04-16-2025, BOC Regular Workshop Meeting Minutes

## **PUBLIC HEARINGS – ORDINANCES**

### **Ordinance 2025-01, New Personnel Policy**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A NEW PERSONNEL POLICY; REPEALING ORDINANCE 2019-13; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 29, 2025, Civil Service Commission Meeting
- February 26, 2025, BOC Joint Workshop Meeting with Civil Service Commission
- March 12, 2025, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*  
Mayor Brooks wanted certain changes made. The City Attorney asked that they approve the ordinance as written, and he would bring the changes back in redlines and underlines at the April 2, 2025, BOC Regular Meeting, so they could see them. If the changes are acceptable on second reading, they will be adopted as amended.
- April 2, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0 with the changes made on first reading brought back to them at second reading.*  
Mayor Brooks disagreed with the comment regarding allowing the City Manager to determine how long someone would be required to work for the City if the City paid their tuition. It could show bias or favoritism. One might be required to work one year, and someone else three or five years. She would like that brought back for discussion at the next workshop. They could also discuss language changes to sections that the City Clerk's Office listed for city charter consistency with language. The Board consented.
- April 16, 2025, BOC Regular Workshop – Tuition Reimbursement. The City Attorney says that the personnel policy states that approval of any specific reimbursement request is at the sole discretion of the human resources staff, who must weigh all relevant facts and policies in granting or denying any request. The human resources staff decides how long someone should stay after completing the course. The Mayor said that it is a problem. It would not be fair to let a single individual determine how long a person should stay after tuition reimbursement because favoritism could come into play. That is the reason she asked that the policy come back to them. She would rather a year be placed there. The Board consented to a one-year commitment for an associate's degree, a two-year commitment for a bachelor's degree, and a two-year commitment for a master's degree. The City Attorney would bring an amendment to Ordinance 2025-01 to the May 14, 2025, BOC Regular Meeting for 1<sup>st</sup> Reading & Public Hearing to make the changes.

### **Ordinance 2025-02, Amendment to Civil Service Commission Duties & Responsibilities**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 OF ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES RELATING TO THE CIVIL SERVICE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 29, 2025, Civil Service Commission Meeting
- February 26, 2025, BOC Joint Workshop Meeting with Civil Service Commission

- March 12, 2025, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

#### **Ordinance 2025-03, Post Termination Hearings; Hearing Officer**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADDING DIVISION 5 (POST TERMINATION HEARINGS; HEARING OFFICER) TO ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 29, 2025, Civil Service Commission Meeting
- February 26, 2025, BOC Joint Workshop Meeting with Civil Service Commission
- March 12, 2025, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

#### **Ordinance 2025-04, Planned Development**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 10, PD., PLANNED DEVELOPMENT, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON INTENT AND PURPOSE; INCLUDING DIMENSIONAL REGULATIONS; SPECIFYING REQUIREMENTS FOR THE APPLICATION FOR PD ZONING; CLARIFYING THE REVIEW CRITERIA FROM THE LOCAL PLANNING AGENCY; CLARIFYING THE REVIEW CRITERIA FROM THE BOARD OF COMMISSIONERS; INCLUDING STANDARD OPERATING ADJUSTMENTS IN THE CHANGES OF DEVELOPMENT PLAN; AND INCLUDING OPTIONS FOR TIME EXTENSIONS; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop Meeting
- February 12, 2025, BOC Regular Meeting - 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 4-1 with removal of a paragraph (Commissioner Tagliarini against)*

Section 110-387, Permitted uses and dimensional regulations (p. 248 of packet) - REMOVED third paragraph: “PD developments located in the Traditional Village, Commercial Core, Boardwalk, and Low Intensity Mixed Use Character Districts of the John's Pass Village Activity Center cannot exceed the height limits prescribed in Appendix D—John's Pass Village Activity Center Development Standards.”

#### **Ordinance 2025-05, Temporary Shelters on Residential Property**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 94 FLOODPLAIN MANAGEMENT, DIVISION 10. FLOOD RESISTANT DEVELOPMENT, ARTICLE I. BUILDINGS AND STRUCTURES, SECTION 94-103. MANUFACTURED HOMES AND RECREATIONAL VEHICLES, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FOR THE USE OF RECREATIONAL VEHICLES AS TEMPORARY SHELTERS ON RESIDENTIAL PROPERTIES FOLLOWING A NATURAL EMERGENCY; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



- December 11, 2024, BOC Regular Workshop Meeting (Agenda Item 6.B. RVs & Campers)
- January 22, 2025, BOC Regular Workshop Meeting
- February 12, 2025, BOC Regular Meeting - 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

**Ordinance 2025-06, Amendment to Capital Improvement Element of the Comprehensive Plan**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop Meeting
- February 12, 2025, BOC Regular Meeting - 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

**Ordinance 2025-07, Adult Use Restriction**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, CREATING SECTION 110-841 OF SUBDIVISION I (IN GENERAL) OF DIVISION 13 (ADULT ENTERTAINMENT USES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO PROHIBIT PERSONS UNDER THE AGE OF 18 YEARS TO ENTER, REMAIN IN OR PURCHASE GOODS OR SERVICES AT AN ADULT ENTERTAINMENT ESTABLISHMENT; TO PROHIBIT PERSONS UNDER THE AGE OF 21 YEARS TO BE AN EMPLOYEE OF AN ADULT ENTERTAINMENT ESTABLISHMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop Meeting
- February 12, 2025, BOC Regular Meeting - 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

**Ordinance 2025-08, Amendment to Fees & Collections Manual**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO ADD A DECLARED DISASTER SANITATION FEE; REPEALING ORDINANCE 2024-22; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop Meeting (Agenda Item 7. B. Declared Disaster Sanitation Fee)
- February 12, 2025, BOC Regular Meeting - 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

**Ordinance 2025-09, Districts**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF CHAPTER 110 (ZONING) OF ARTICLE V.

(DISTRICTS) DIVISION 1 (GENERALLY) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; RENAMING THE C-1 ZONING DISTRICT TO JOHN'S PASS VILLAGE ACTIVITY CENTER; REMOVING C-2, JOHN'S PASS MARINE COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop Meeting (Agenda Item 6. A., Updates to the Code for C-1 and C-2 Zoning District)
- March 12, 2025, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

#### **Ordinance 2025-10, Accessory Structures**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 4 (ACCESSORY STRUCTURES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO RENAME THE C-1 TOURIST COMMERCIAL ZONES TO INCLUDE JOHN'S PASS VILLAGE ACTIVITY CENTER; ADD SETBACKS FOR EACH CHARACTER DISTRICT OF JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING; AND REMOVE REFERENCES TO THE C-2 ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop Meeting (Agenda Item 6. A., Updates to the Code for C-1 and C-2 Zoning District)
- March 12, 2025, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

#### **Ordinance 2025-11, Alcoholic Beverages**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI. (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 6. (ALCOHOLIC BEVERAGES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT REGULATIONS; PROVIDING FOR PLANNED DEVELOPMENT ZONING DISTRICT REGULATIONS; REMOVING REFERENCES TO C-2, JOHN'S PASS MARINE COMMERCIAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop Meeting (Agenda Item 6. A., Updates to the Code for C-1 and C-2 Zoning District)
- March 12, 2025, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

#### **Ordinance 2025-12, Amendment to Fees and Collection Procedures Manual – Rental Pricing for City Facilities (Recreation Center, Recreation Complex, and City Centre Room)**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE MODIFICATION OF HOURLY RATES AND ROOMS AVAILABLE FOR RENT WITHIN THE RECREATION CENTER AND CITY HALL AND REWORD THE REFERENCE TO SALES TAX COLLECTED THEREFOR; REPEALING ORDINANCE 2025-08; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop Meeting Discussion – Facility Rental Fee updates (Agenda Item 9. C. Facility Rental Fee Updates)
- March 12, 2025, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

**Ordinance 2025-13, Amendment to Fees and Collection Procedures Manual – To change rates for Overnight Parking and City Development Fees, & Reword certain Development Services**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE CHANGES TO THE RATES OF OVERNIGHT PARKING AND CITY DEVELOPMENT FEES AND REWORD CERTAIN DEVELOPMENT SERVICES; REPEALING ORDINANCE 2025-12; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- April 16, 2025, BOC Regular Workshop Meeting
- May 14, 2025, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- June 11, 2025, BOC Regular Meeting – 2<sup>nd</sup> Reading & Public Hearing -

**PUBLIC HEARINGS – ALCOHOLIC BEVERAGE LICENSE APPLICATIONS**

January 8, 2025, BOC Regular Meeting

- 4COP Special Food Service Establishment Alcoholic Beverage License ABP 2025-01 - Dockside Dave's Restaurant, located at 14701 and 14703 Gulf Blvd. – *Approved 5-0*

**RESOLUTIONS**

**Resolution 2025-01, Public Records Exemption Resolution**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

- March 12, 2025, BOC Regular Meeting – *Approved 5-0.*

**Resolution 2025-02, BOC Policy Handbook**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BOARD OF COMMISSIONERS POLICY HANDBOOK; REPEALING RESOLUTION 2024-02; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Brooks said the only change made to the policy, which they discussed at the workshop, was adding a line item on the agenda to respond to public comments and questions directly after Reports/Correspondence and added a slight definition of what that means. It will be line item 16 on the agenda.

- March 26, 2025, BOC Regular Workshop
- April 16, 2025, BOC Regular Workshop
- May 14, 2025, BOC Regular Meeting – *Approved 5-0*

**Resolution 2025-03, Pinellas 2025 Local Mitigation Strategy (LMS) Plan**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, ADOPTING THE 2025 PINELLAS COUNTY LOCAL MITIGATION STRATEGY; REPEALING RESOLUTION 2020-12; ADOPTING THE LOCAL MITIGATION STRATEGY AS THE CITY OF MADEIRA BEACH FLOODPLAIN MANAGEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

- April 16, 2025, BOC Regular Workshop
- May 14, 2025, BOC Regular Meeting – *Approved 5-0*

**Resolution 2025-04, Adopting Ceremonial Items Policy**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A CEREMONIAL ITEMS POLICY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

- April 16, 2025, BOC Regular Workshop
- May 28, 2025, BOC Regular Workshop Meeting
- **June 25, 2025, BOC Regular Workshop Meeting**

**Resolution 2025-05, Amendment to Emergency Operations Plan (EOP)**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, PROVIDING FOR THE ADOPTION OF THE CITY OF MADEIRA BEACH EMERGENCY OPERATIONS PLAN DATED JUNE 11, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

- May 28, 2025, BOC Regular Workshop Meeting
- **June 11, 2025, BOC Regular Meeting for Approval**

**Resolution 2025-06, FY 2025 Budget Amendment #1**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2025 (OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025) BY INCREASING APPROPRIATIONS FOR EXPENDITURES IN THE

GENERAL FUND, THE ARCHIBALD PARK FUND, AND THE SANITATION FUND; AND PROVIDING FOR AN EFFECTIVE DATE

- May 28, 2025, BOC Regular Workshop Meeting
- **June 11, 2025, BOC Regular Meeting for Approval**

**CONTRACTS/AGREEMENTS/PURCHASES**

- JCB 35Z-1 Compact Excavator Purchase – Sourcewell Contract - \$59,040
  - January 8, 2025, BOC Regular Meeting – *Approved 5-0*
- Tampa Bay Psychology Services LLC Agreement for Psychological Evaluation and Counseling Services for Fire Personnel @ \$165.00 per individual counseling session
  - January 22, 2025, BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Public Works/Satellite Building Department Design – Engineering proposal with Pennoni for the public works building for \$62,050.00
  - January 22, 2025, BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Meeting – *Approved 4-1; Commissioner Kerr voted against*
- Public Works/Satellite Building Change Order – Architectural & Structural Engineering Services - \$88,610.00
  - March 26, 2025, BOC Regular Workshop Meeting
  - April 2, 2025, BOC Regular Meeting – *Approved 3-2*
- AAA Florida Traffic Safety Grant – to increase the road for the firefighters while responding to an accident or an emergency call - \$5,400
  - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Saltwater Destination Agreement – 2<sup>nd</sup> Amendment - Five-year extension from October 22, 2024, through October 21, 2029, to provide chairs and umbrellas on the sand in front of Archibald Park. - \$12,000 Annual Payment
  - January 22, 2025, BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Rebuilding Madeira Beach – Watershed Management Plan – Contract with Advanced Engineering for the Preliminary Program Development, Document Review, and Support Services - \$89,865.81
  - January 22, 2025, BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Emergency Bridge Loan Program – Request for Application (up to 10-YR Term, 0% Interest for full term)
  - January 22, 2025, BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Meeting – *Approved 5-0, for Finance to apply for the loan*

- DSK Law Engagement Letter to serve as Special Magistrate for the City of Madeira Beach
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- CAP Government Agreement – Building Services (Piggyback agreement with City of Dania Beach, FL)
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Mobi-Mat Purchase for John's Pass North Jetty - \$6,205.00
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 4-1 (Commissioner Ghovae against)*
- Rear Load Containers Purchase from Iron Containers - \$36,145.00
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- ITB 25-02 Rear Load Replacement Containers Purchase from Iron Container - \$30,000 average annual purchase (3-YR Sales Agreement)
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Archibald Parking Lot and 142<sup>nd</sup> Beach Access Repair - \$494,680 (Piggyback Contract with City of Largo, FL with Keystone Excavators, Inc.)
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
  - April 16, 2025, BOC Regular Workshop Meeting – Project Update
- RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs – Contract with Grosz Construction Company, Inc. - \$57,700.00
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Master Pyro, LLC – Fireworks Displays – (\$5,000.00 for the March 16<sup>th</sup> display, \$5,000.00 for the May 4<sup>th</sup> display, \$20,000.00 for the July 3<sup>rd</sup> display, and \$5,000.00 for the November 9<sup>th</sup> display)
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Facility Use Agreement with Burton Meiring, LLC dba as Simple Weddings (Receive 25% discount on rental rates listed in the Madeira Beach Fees and Collection Manual)
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Automated Side Load Garbage Truck Lease Agreement - \$8,500 per month (13-month Lease)
  - March 26, 2025, BOC Regular Workshop Meeting
  - April 2, 2025, BOC Regular Meeting – *Approved 5-0*



- Amendment to Kimley-Horn and Associates, Inc., Consulting and Design Services Agreement
  - April 16, 2025, BOC Regular Workshop Meeting
  - May 14, 2025, BOC Regular Meeting – *Approved 5-0*
- Interlocal Agreement with the City of Largo for Storm Debris Management, Site Lot 14 Utilization for 90-day Period - \$500.00 per Storm (5-YR Term with option to renew for an additional four, one-year terms)
  - April 16, 2025, BOC Regular Workshop Meeting
  - May 14, 2025, BOC Regular Meeting – *Approved 5-0*
- ITB 25-05, Area 3 Roadway & Drainage Improvement Contract with Harbor Contracting, LLC
  - April 16, 2025, BOC Regular Workshop Meeting
  - May 14, 2025, BOC Regular Meeting – *Approved 5-0*
- Joint Participation Agreement with Pinellas County for Area 3 Roadway and Drainage Improvement Project – Reimbursement to the City for \$1,430,000.00
  - April 16, 2025, BOC Regular Workshop Meeting
  - May 14, 2025, BOC Regular Meeting – *Approved 5-0*
- ITB 25-06, Boca Ciega Street End Project
  - January 22, 2025 BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 26, 2025, BOC Regular Workshop Meeting
  - April 16, 2025, BOC Regular Workshop Meeting
  - May 28, 2025, BOC Regular Workshop Meeting
  - June 11, 2025, BOC Regular Meeting for Approval
- ITB 25-07, Military Court of Honor
  - January 22, 2025 BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 26, 2025, BOC Regular Workshop Meeting
  - April 16, 2025, BOC Regular Workshop Meeting
  - May 28, 2025, BOC Regular Workshop Meeting
  - June 11, 2025, BOC Regular Meeting for Approval
- RFI No. 25-09 Engineering Consultant and Design Services discussion & Approval
  - May 28, 2025, BOC Regular Workshop Meeting
  - June 11, 2025, BOC Regular Meeting for Approval
- City of Madeira Beach Fire Station Settlement Agreement
  - May 14, 2025, BOC Regular Meeting – *Approved 5-0*
- Master Agreement UF, Task Order 08: Impact Fees
  - April 16, 2025, BOC Regular Workshop Meeting
  - May 28, 2025, BOC Regular Workshop Meeting

- June 11, 2025, BOC Regular Meeting for Approval

## BOARD APPOINTMENTS

## WORKSHOP AGENDA SETTING FOR UPCOMING WORKSHOP LIST

### January 8, 2025, BOC Regular Meeting (January 22, 2025, BOC Regular Workshop)

- Ordinance 2025-06, CIP Update in Comprehensive Plan
- Ordinance 2025-04, Planned Development
- City Information Dissemination
- Grant Writing
- Military Court of Honor
- FY 25 1<sup>st</sup> Quarter Financial Update
- John's Pass Dredging Update
- Post-Hurricane Update
- Presentation: Advanced Engineering Design, Rebuilding Madeira Beach
- Ordinance 2025-05, Temporary Structures on Residential Property after Natural Emergencies
- Mulch
- New Website Quotes
- Information Officer
- Task Force Committee

#### **Added:**

- Amendment to the City's adult use establishment ordinance (City Manager)  
A legislative change last year required the City to update its ordinance on adult use establishments because it increased the minimum age.
- 2025 Florida Legislative Session (Commissioner Kerr)
  - Infrastructure funding request for Senator DiCeglie
  - Create a preliminary list they can discuss and add to so they can prepare it to send off at the end of the workshop.
  - If they are interacting with FEMA about the insurance, let them know that it is ridiculous to elevate four feet above base flood elevation and not calculate it into the insurance premium. Homeowners will be elevating their homes at a very high cost and then hit with \$8,000 to \$10,000 insurance premiums when there is nothing they are insuring. It is excessive.
- Tom and Kitty Stuart Park Discussion (Commissioner Ghovae)
- Department heads to give updates on damage repairs they are making due to the hurricanes and the storms (Mayor Brooks)

### February 12, 2025, BOC Regular Meeting (February 26, 2025, BOC Joint Workshop with Civil Service Commission)

- Ordinance 2025-01, Employee Personnel Policy
- Ordinance 2025-02, Civil Service Commission Duties
- Ordinance 2025-03, Post Termination Hearings; Hearing Officers

### February 12, 2025, BOC Regular Meeting (February 26, 2025, BOC Regular Workshop)

- Post-Hurricane Update

- Information Officer
- Task Force Committee
- Key to the City Discussion
- Post-Hurricane Update – Recovery, Rebuild, Permitting, FEMA, FDEM
- FY 25 Financial Update & Storms Damage Assessment (also discussed at 12-11-2024 BOC Workshop)
- City Street Ends Project Update
- ITB 20-02: Approval of contract for Purchase of Rear-Load Replacement Dumpsters
- Dumpster Purchase Approval
- Update on the Jetty, Dredging, and Military Court of Honor (Mayor Brooks)

**Added:**

- City Manager's Spending Limitation (Added during Reports & Correspondence)

March 12, 2025, BOC Regular Meeting (March 26, 2025, BOC Regular Workshop)

- BOC Policy Handbook (Resolution 2025-02)
- FY 2025 Financial Update & Storm Damage/Insurance
- City Hall Ground Floor Repair
- City Hall Ground Floor New Construction – Status
- Texting Service - City Information
- Post-Hurricane Update - Recovery, Rebuild, Permitting, FEMA, FDEM
- Military Court of Honor
- John's Pass Dredging
- Grant Works - Existing Agreement

**Added:**

- Pocket Parks Update
- Library 60-Day Budget Extension
- Vision for the Marina during the Budget Workshop
- Captain Melvin Jackson with PCSO
- Snack Shack Agreement
- Tom and Kitty Stuart Park Update
- Update on the repairs at the Pinellas County Park
- Commissioner Ghovae asked for an update on the repairs to State Road 666 over the causeway. The City Manager said he would contact Pinellas County and follow up. Director Wepfer said the potholes along 150th Avenue are from failing utilities, and the County is aware of them.

April 2, 2025, BOC Regular Meeting (April 16, 2025, BOC Regular Workshop)

- Master Plan
- 2025 Local Mitigation Strategy
- RFP No. 25-05, Area 3 Drainage & Roadway Improvements

**Added:**

- John's Pass Dredging Update (City Manager)
- Boca Ciega Street End Update (City Manager)
- Court of Honor Update (City Manager)
- Archibald Park Update (City Manager)
- Post Storm Updates (City Manager)

- 2024 Audit Presentation (City Manager)
- BOC Policy Handbook (Mayor Brooks)—Discuss adding a section on the order of business agenda for BOC regular meetings in the BOC Policy Handbook to address citizen comments received at the meeting. She would like it to be discussed and voted on at their next regular meeting.
- Tom and Kitty Stuart Park (Mayor Brooks)
- Key to the City and Awards Procedure (Mayor Brooks)
- Residential Impact Fees (Vice Mayor Kerr)

May 14, 2025, BOC Regular Meeting (May 28, 2025, BOC Regular Workshop)

- Ceremonial Items Policy (Resolution 2025-04)
- John's Pass Dredging Update
- Snack Shack Agreement Review
- Grantworks Agreement
- Interlocal Agreement between Pinellas County and Local Governments for Multimodal Impact Fee Coordination
- Impact Fees (Jerry Murphy)
- Post-Hurricane Update- Recovery, Rebuild, Permitting, FEMA, FDEM
- Emergency Operations Plan (Resolution 2025-05)
- ITB 25-06, Boca Ciega Street End Project
- ITB 25-07, Military Court of Honor Project
- City Fitness Center

**Added:**

- City Manager's Performance Evaluation & provide criteria for that (City Manager)
- Timeline for Plan Review: What is proficient with their manpower, and whether do they need to outsource more?

**BOC WORKSHOP MEETINGS & REGULAR MEETINGS UPDATES - DISCUSSIONS**

January 8, 2025, BOC Regular Meeting

- John's Pass Dredging Update
- John's Pass Park Jetty Repair
- Hurricane Updates – Recovery, Rebuild, Permitting, FEMA, FDEM 2025 Florida Legislative Session
- 2025 Florida Legislative Session

January 22, 2025, BOC Regular Workshop Meeting

- Ordinance 2025-07, Minimum Age for Adult Use Establishments F.S. 787.30
- Post-Hurricane Recovery, Rebuilding, Permitting, FEMA, FDEM
- Rebuilding Madeira Beach
- Mulch
- Ordinance 2025-05, Temporary Shelters on Residential Property
- Ordinance 2025-04, Planned Development
- Ordinance 2025-06, Amendment to Capital Improvement Element of Comprehensive plan
- Military Court of Honor

- Saltwater Destination Beach Concession Agreement—2nd Agreement
- Tampa Bay Psychology Associates Services Agreement
- HR, Classification, & Compensation Plans Study Update
- City Information Dissemination
- City Web/Internet Site
- Grant Writing
- Shumaker Advisors – Jim Taylor
- John’s Pass Dredging Update – Aptim Presentation
- Q1 FY 2025 Financial Presentation, Including Post-Hurricane Update
- Emergency Bridge Loan Program
- John’s Pass North Jetty Update
- Declared Disaster Sanitation Fee
- Public Works/Satellite Building Department Design

February 12, 2025, BOC Regular Meeting

- City Manager – Post Storm Work

February 26, 2025, BOC Joint Workshop with Civil Service Commission

- Ordinance 2025-01, Employee Personnel Policy
- Ordinance 2025-02, Civil Service Commission Duties
- Ordinance 2025-03, Post Termination Hearings; Hearing Officers

February 26, 2025, BOC Regular Workshop

- Key to the City
- Task Force Committee
- Information Officer
- SBA Loans—Rick Morales
- John’s Pass Dredging
- Honor Court
- City Purchasing
- CAP Government Agreement for Building Department Services
- Updates to the Code for C-1 and C-2 Zoning District
- Post-Hurricane Update Recovery, Rebuild, Permitting, FEMA, FDEM
- FY 2025 Financial Presentation – Through January 2025
- John’s Pass North Jetty Update
- ITB 25-02 Purchase Rear Load Replacement Containers Contract Approval
- Purchase for Rear Load Containers
- City Street Ends Project Update
- RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs
- Facility Use Agreement
- Facility Rental Fee Updates
- City Sponsored Fireworks

March 26, 2025, BOC Regular Workshop

- 2025 BOC Policy Handbook

- Captain Melvin Jackson, Pinellas County Sheriff's Office
- John's Pass Dredging
- Gulf Beaches Public Library - FY 26 Budget Request
- City Information Dissemination - Texts
- Post-Hurricane Update - Recovery, Rebuild, Permitting, FEMA, FDEM
- Financial Overview Presentation—Through March 2025
- City Marina
- Public Works / Satellite Building Change Order
- Boca Ciega Street End Project Update 3-26-2025
- Automated Side Load Garbage Truck Lease Agreement
- Tom & Kitty Stewart Park Hurricane update -
- Court of Honor update
- Archibald Park Update

#### April 16, 2025, BOC Regular Workshop

- Board of Commissioners Policy Handbook
- Key to the City & Awards Policy and Procedure
- Personnel, Policy & Procedures Manual (Ordinance 2025-01)
- John's Pass Dredging Update
- City External Financial Audit
- Madeira Beach Master Plan Update – Impact Fees
- Pinellas County Local Mitigation Strategy (LMS)
- Amendment to Kimley-Horn Agreement for Master Plan
- Post-Hurricanes Update-Recovery, Rebuild, Permitting, FEMA, FDEM
- FY 2025 Financial Overview Presentation – Through March 2023
- Fees and Collection Manual Updates
- Court of Honor Update April 16, 2025
- Boca Ciega Street End Project Update 4/16/2025
- Archibald Parking Lot and 142<sup>nd</sup> Beach Access Repair Update –
- Tom & Kitty Stuart Repair Update
- ITB 25-05 Area 3 Roadway & Drainage Improvement Project
- Interlocal Agreement for Storm Debris Management Site Utilization
- Joint Participation Agreement with Pinellas County for Area 3 Roadway and Drainage Improvement Project

#### May 28, 2025, BOC Regular Workshop

- Resolution 2025-04, Adopting Ceremonial Items Policy
- City Manager's Performance Evaluation
- John's Pass Dredging Update
- Grantworks Agreement – Use City of Bonita Springs and Pinellas County Agreements
- Snack Shack – Repairs and Agreement Update
- Interlocal Agreement between Pinellas County and Local Governments for Multimodal Impact Fee Coordination
- City Impact Fees
- Post-Hurricane Update – Recovery, Rebuild, Permitting, FEMA, FDEM



- Emergency Operations Plan Amendment for 2025-2028 (Resolution 2025-05)
- ITB# 25-07 Military Court of Honor Project
- ITB# 25-06 Boca Ciega Street End Beautification Project
- RFI # 25-09 Engineering Consultant and Design Services
- Fitness Center

## **BOC SPECIAL MEETINGS – SHADE MEETINGS**

### February 26, 2025, BOC Special Meeting (for a shade meeting)

- The City of Madeira Beach v. Wannemacher Jensen Architects, Inc. and Hennessy Construction Corp., Case No.: 23-007114-CI, Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

## **BOC SPECIAL MEETINGS – FY 2026 MILLAGE RATE & FY 2026 BUDGET HEARINGS**

### September 10, 2025, BOC Special Meeting

- Adopt FY 2026 Tentative Millage Rate Ordinance and FY 2026 Tentative Budget Ordinance – 1<sup>st</sup> Reading & Public Hearing

### September 24, 2025, BOC Special Meeting

- Adopt FY 2026 Millage Rate Ordinance and FY 2026 Budget Ordinance – 2<sup>nd</sup> Reading & Public Hearing

## **BOC BUDGET WORKSHOPS**

### March 26, 2025, BOC Budget Workshop #1

- 5-Year Capital Improvement Plan Initial Discussion
- EOG DOGE Letter to Local Officials
- FY 2026 Budget Workshop & Adoption Timeline

### April 16, 2025, BOC Budget Workshop #2

- 3 Year Historical Revenues & Expenses and Reserve Analysis
- 5-Year Capital Improvement Plan Initial Discussion
- Personnel Listing & Costs by Department – FY 2025
- FY 2026 Budget Workshop & Adoption Timeline

### May 28, 2025, BOC Budget Workshop #3

- Personnel Listing & Costs by Department – FY 2025
- Budgeted Personnel Costs & FTEs – FY 2025
- Budgeted Benefits Information – FY 2026
- Proposed Budget Amendment – FY 2025

### June 25, 2025, BOC Budget Workshop #4

- Preliminary Budget Document

### July 23, 2025, BOC Budget Workshop #5

- Ad Valorem Tax Analysis
- Preliminary Budget Book – Summary of Changes

#### August 27, 2025, BOC Budget Workshop #6

- Tentative Budget Book – Summary of Changes

### **FINANCE DEPARTMENT UPDATES**

#### April 16, 2025, BOC Regular Workshop Meeting

- FY 2025 Financial Overview Presentation - Through March 2025
- James Moore – City External Financial Audit

### **LETTER OF SUPPORT ITEMS**

### **REPORTS/CORRESPONDENCE – BOARD OF COMMISSIONERS & CHARTER OFFICERS**

#### January 8, 2025, BOC Regular Meeting

- **Board of Commissioners 2025 BOC Meeting Schedule** – The Board changed the Wednesday, October 8, 2025, BOC Regular Meeting to Wednesday, October 1, 2025, because the Mayor could not attend the meeting.
- **City Attorney** – No Report
- **City Clerk** – City Clerk’s January 2025 Report and Board of Commissioners 2024 Annual Meetings Report
- **City Manager** – The City Manager thanked the Board for its continued support and interactions with the residents and businesses. It has been extremely helpful during post-storms. He appreciated the snacks brought in on Fridays by a Commissioner for the employees.

#### February 12, 2025, BOC Regular Meeting

- **Board of Commissioners - 2025 BOC Meeting Schedule** - The Board rescheduled the BOC Regular Meeting from Wednesday, April 9<sup>th</sup>, to Wednesday, April 2<sup>nd</sup>, and the two BOC Workshop Meetings (Budget Workshop and Regular Workshop) from Wednesday, April 23<sup>rd</sup>, to Wednesday, April 16<sup>th</sup>. The times of the meetings did not change. The City Attorney said he would have someone to cover for him at the April 16<sup>th</sup> meetings.
- **City Attorney** - The City Attorney reported on the lawsuit he filed against Wannemacher Jensen Architects, Inc., and Hennessy Construction Services Corporation for issues occurring at the fire station and recreation center. A BOC Special Meeting was scheduled for a Shade Meeting on Wednesday, February 26, 2025 from 3:00 p.m. to 4:00 p.m.
- **City Clerk** - City Clerk’s February 2025 Report
- **City Manager** – The City Manager reminded everyone to lock their vehicles and firearms. There have been vehicles broken into and firearms stolen. Captain Melve Jackson from the Pinellas County Sheriff’s Office will introduce himself at the March workshop. He took the place of Captain Leiner, who retired. The Elevate Florida website was now open.

#### March 12, 2025, BOC Regular Meeting

- **Board of Commissioners 2025 BOC Meeting Schedule** - Mayor Brooks asked if they could include discussions of residents’ comments on the agenda for every meeting before they adjourn.

The City Manager said they would amend the agenda format in the BOC Policy Handbook at the next workshop.

- **City Attorney**—The City Attorney gave an update on the Fire Station settlement agreement and hoped to bring it to the April 2<sup>nd</sup> BOC Regular Meeting for approval.
- **City Clerk** – No City Clerk’s Monthly Report
- **City Manager** – The City Manager congratulated the Mayor and Commissioners of Districts 3 and 4. He reminded everyone of the upcoming events in March and the first Budget Workshop on the 26th.

#### April 2, 2025, BOC Regular Meeting

- **Board of Commissioners**
  - **Board of Commissioners – 2025 BOC Meeting Schedule** – No changes made. Commissioner Tagliarini will be on vacation for three weeks and miss the June 25<sup>th</sup> workshop meetings.
  - **Board of Commissioners Meeting Report** – The City Clerk reviewed the new Board of Commissioners and received positive feedback from the Board.
- **City Attorney**—The City Attorney gave an update on the Fire Station settlement agreement and hoped to bring it to the next regular meeting for approval.
- **City Clerk** – **City Clerk’s April 2025 Report**
- **City Manager** – The City Manager was absent from the meeting.

#### May 14, 2025, BOC Regular Meeting

- **Board of Commissioners**
  - **Board of Commissioners – 2025 BOC Meeting Schedule** – No changes made. Commissioner Tagliarini said he had to work and would arrive late to the budget meeting on May 28<sup>th</sup>. The BOC consented to having the next mandatory Ethics training in person on July 16. It will be held in the Chamber or the City Centre room.
  - **Board of Commissioners Meeting Report** – The City Clerk reviewed the new Board of Commissioners and received positive feedback from the Board.
- **City Attorney**—The City Attorney said he appreciated the Board’s support in getting the fire station litigation done. It would be nice to have it behind them so they can concentrate on repairing the fire station.
- **City Clerk** – **City Clerk’s May 2025 Report.** The report was the City of Madeira Beach Brief History, History Leading to the 25th Anniversary of the City of Madeira Beach, Florida, and the City of Madeira Beach History of City Managers, from 1953 to the present. The first city manager was hired in 1953.
- **City Manager** – The City Manager reminded everyone of upcoming events:

### **TOWN HALL MEETINGS – COMMISSION CHAMBERS**

- January 28, 2025; 5:30 p.m. – City of Madeira Beach Master Plan Town Hall Meeting
- April 24, 2025; 5:30 p.m. - 2025 State of the Beaches Mayor’s Town Hall Meeting (ISPS and the Pinellas Beaches Chamber)
- May 31, 2025; 10:00 a.m. - Hurricane & Sea Turtle Expo

**CITY CLERK'S REPORT  
JUNE 2025**

Congratulations to Brandon Behring! He was promoted to fill the vacant Documents and Records Specialist full-time position in the City Clerk's Office beginning June 9, 2025. Brandon was promoted from the Recreation Department. He has been assisting the City Clerk's Office since October 2024, scanning and uploading documents to the new Laserfiche Public Portal. He is doing a great job.

**1. BRIEF HISTORY – CITY OF MADEIRA BEACH 50<sup>th</sup> ANNIVERSARY CELEBRATION**

Look at the names in the Guest Books and the pictures to see if you recognize someone.

Many events took place in honor of the City of Madeira Beach 50<sup>th</sup> Anniversary Celebration.







*Madiera Beach's  
Semi-Centennial  
1997 Celebrations*



*"Everyone's Welcome"*



HAPPY ANNIVERSARY

HAPPY ANNIVERSARY

HAPPY ANNIVERSARY





PHOTOGRAPHS COURTESY

of  
Alan L. Dill

Island Productions  
Madeira Beach, Florida



*The official throw designed by John Wolbeat  
Presented to the Board of Commissioners on  
Tuesday, April 1, 1997, and that's no foolin.*

*Our Guests*

City of Madeira Beach, Florida  
Semi-Centennial Gala  
January 25, 1997

# GUESTS

Mary & Frederick	360-0535
Bob & Eve Nicholas	633-0246
Helmi & Hank	391-4616
Tom and Lee De Cesare	398-4142
Dennis & Lee Kirkpatrick	781-8020
Step & Joe Matis	544-0082
Lois & Ken Jacobson	393-4118
Commissioner Sharon Derry & Bob	397-7440
Commissioner John Wolbert & Linda Wolbert	397-9188
Alice & Hugh Barnett	352-795-2400
Donna & Hugh Barnett	347-1136

GUESTS

Alan Pihl City Photographer  
Earl + Sigrid Barrett  
Ken + Lynn Lenz  
Kay Bergman C'heller  
Eleanor Webster  
Charles Webster  
Mr. Sengis  
Warren Stacey  
Mary Van Der Weide  
Louise and Nancy O'Connor  
Sharon + Bob Denny



# GUESTS

Judy & Arlene Albroway  
 Ed & Clara Hunt  
 Joe & Mary Buckner  
 Gretchen Cairn Beacon - Leader - Bee - Today Publications  
 Marty Jones  
 Paul Williams & Nancy Williams  
 Wm & Co Merrill  
 The Jones  
 Bill Stoner  
 Nancy Locher  
 Nancy Frederick

City of Madeira Beach, Florida  
Open House - City Hall  
February 19, 1997

## GUESTS

Alan Dill - C.S.B./SCC/CITY Photographer  
 Stanley Chaves - Holiday Isles VFW Post 4256  
 Elsie J. Earl Kohler - Harbor Dr.  
 Sandy Vestreich - N. Ridgely Tr Beach, Vero Beach  
 Marilyn Hol - Gulf Beaches Lib.  
 Chuck Beard - Fire Chief  
 Anita Schneider - Police Chief  
 Matthew Perry  
 Charlie & Ruthann Gallagher - retired MB Police Dept  
 Delbert Smith - VFW 4256 aux. Sec.  
 Sharon Kotelka - Beets Hatcher wife



# GUESTS

ROSEMARY & JIM KELLER BOCA VISTA ELK  
 LYN BRAUNER THE BRONZE LADY  
 Debby Smith Parks Dept.  
 Ham & Jeanette Stuart Red. Beach  
 Lynn Lusk  
 Peter Maloney 13015 Gulf Blvd. Maitland Fla.  
 Martha Jones 15316 Gulf Blvd M.B.  
 Bobbie & Harvey Bernstein 570 Crystal Dr. M.B.  
 Frances Hadden 538 Lillian Dr. M.B.  
 Laura Engeman 403 S. Bayshore Rd. M.B.  
 Linda Burger 15380 Gulf Blvd M.B.

GUESTS

Norothy Thompson	4750 Cove Cir #205 Madeira Beach Fl
Kathy Arnold	4550 Cove Cir #909 Madeira Beach FL 33708
Joseph MASCAR	522-129th AVE & MADEIRA BEACH
Klara Masera	527 129th Ave " "
Von Hane	P.O. Box 2500, Largo, Fla.
Bert Hatel	" " " " " "
Warren Sturgis	576 Lillian Dr Mpd Bch
Debbie Gauth	

# 30<sup>th</sup> Centennial Ball

## GUESTS

DAVID C. Miller Commander American Legion 273

KATHY Miller

Arnold T. Allaway 13019 PELICAN LANE Marina Beach

Judy C. Allaway " " " "

Ed Held 7700 SUN ISL. DR J. PASADENA, FL

Alma Held " " " "

JOE CATALFAMO 1312 PASADENA AVE. " "

MARGARET CATALFAMO BR 2 " "

Wm Fredrick 1 Keycap Mason Colon

Dick Ebersole Chaplain Post 273

Nary Ebersole Sgt-at-Arms Unit 273

GUESTS

Cara Dickman

Nancy Murphy

Misty Murray

Eva L. Hiramlich

Tom C. Marshall

Mary Goldberg

Resta Goldberg

Mary & Betty Clegg

Tom O'Neill

Roberta E. Smith

George McKinney



GUESTS

John Wolbert	Madeira Beach
Linda Wolbert	
Ken Turner	Made Beach
Chuck Turner	MB
Pauline Turner	MB
Chyl Cabal	MB
Josna Wilkerson	MB
Joey Cabal	MB
Mary Van Der Wille	MB
Tom and Lee DeCesare	MB
Bob & Pat Maloney	MB

GUESTS

Mamie Mennell  
Joe Mennell  
Bobbie and Harvey Bernstein  
Mary Kay Miller  
Beet + Sharon Peltier  
John + Pat MacFarlane  
Margaret Mrs. J. J. McQueen  
Negan + Betsy  
Mayer + Mrs. J. J. Bryant  
Mr & Mrs Charles Oestreich



## GUESTS

Julia Miller

Anne Konovitch

Dianne O'Reilly

Jim O'Reilly

Gerald Rice

Linda Rice

Warren Sturgis

Jim Sturgis

Henry + Donna Bayanovic

Jim Sturgis

John + Joanne

## GUESTS

Idlen Hughes

Brene Haskell

Caryl Broadbeck

Art Broadbeck

Lexey Cornell

Steve Cornell

Becky Meon

Tom Colburn

Debby Smith

Lou Schott

Phyllis &amp; Mark Lepin

93

## GUESTS

Robert & Sherry Derm  
 Janet & Hopper  
 Grace M. Kolar  
 Thelma & Earl  
 Cindy D. Saffo  
 King D. Lumbert  
 Stuart & Linda & Keith & Linda  
 Barbara & Armand Weller  
 Charles & Vincent & Joell  
 Goldie & Vernang

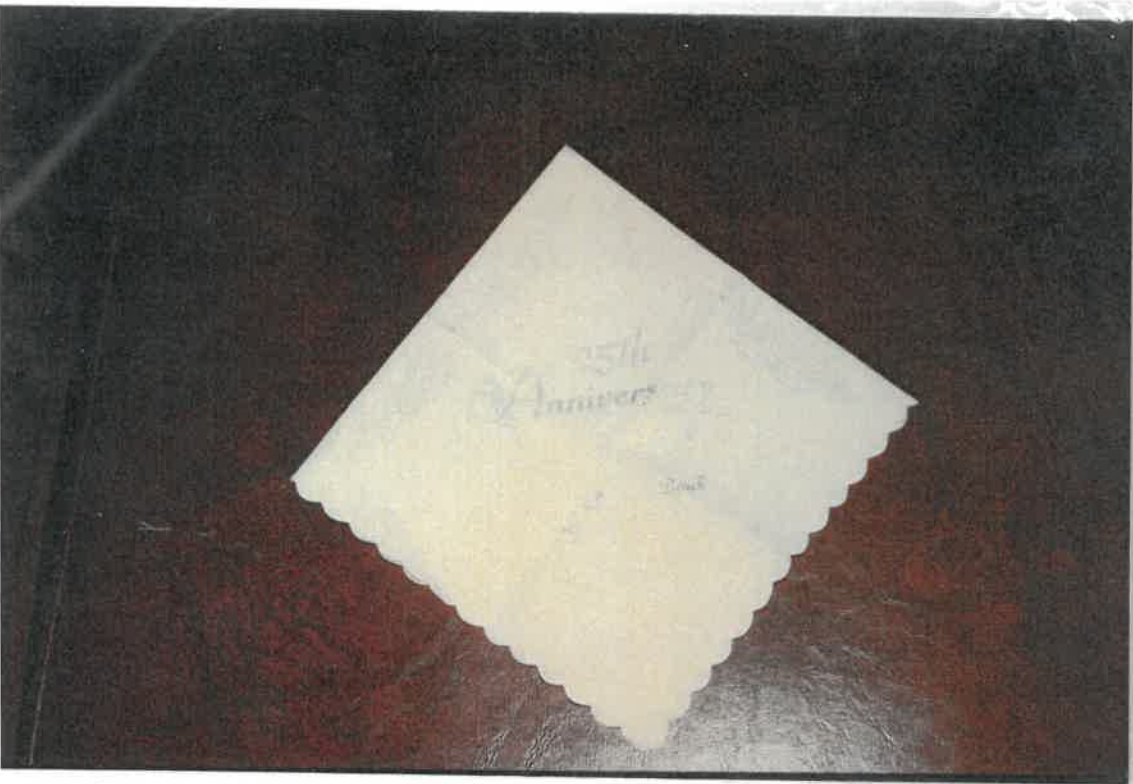
































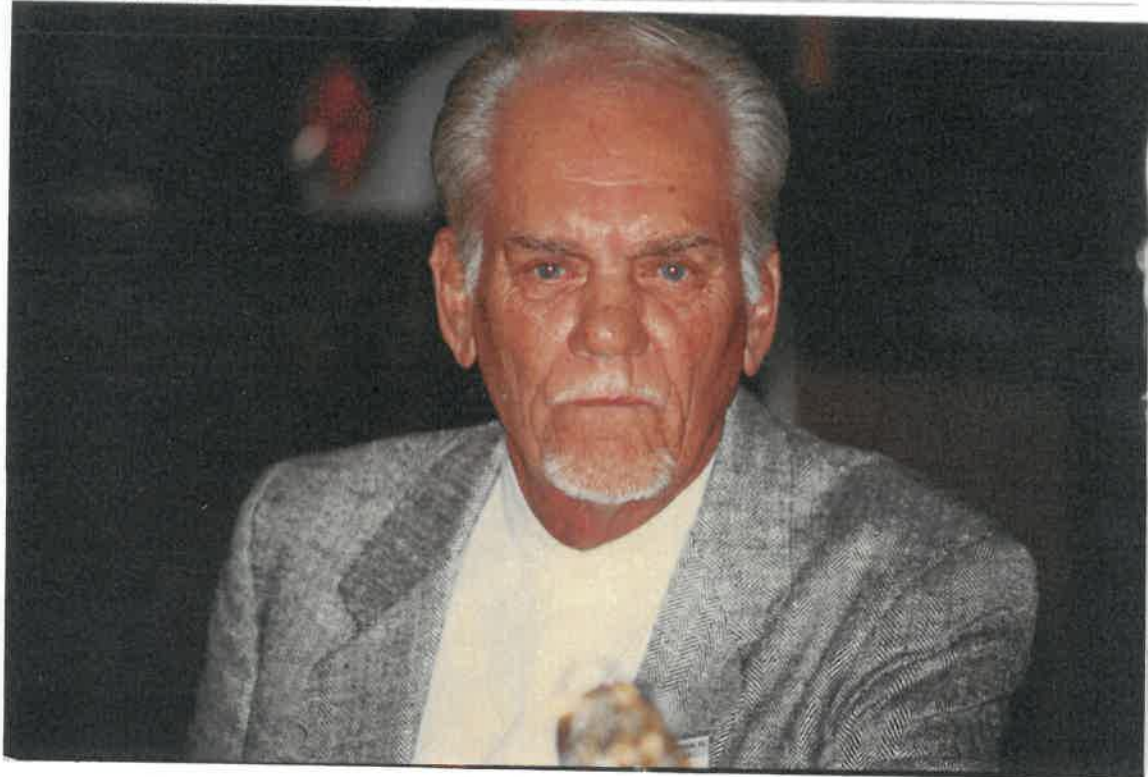
























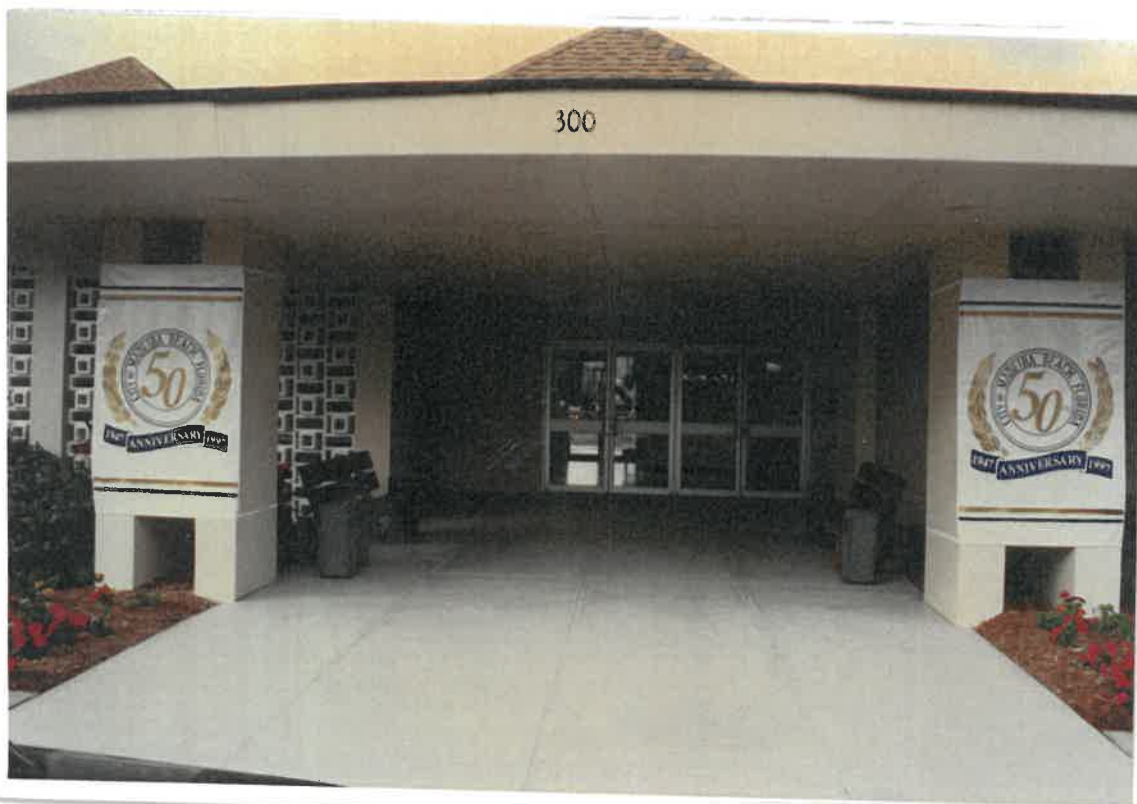
CITY OF MADEIRA BEACH, FL  
SEMI-CENTENNIAL 1947-1997

Alan L. Dill

City Photographer  
Semi-Centennial Committee

Civil Service Commission Appt 1994

*City Hall - Open House  
Thursday, February 19, 1997*









































**March**

- 1 10 a.m. Gulf Beaches Little League Opening Day Ceremony  
(40th Anniversary) w/Mayor and the American Legion  
Color Guards











7 a.m.-7 p.m. City's Municipal Election (Seats 3 & 4)







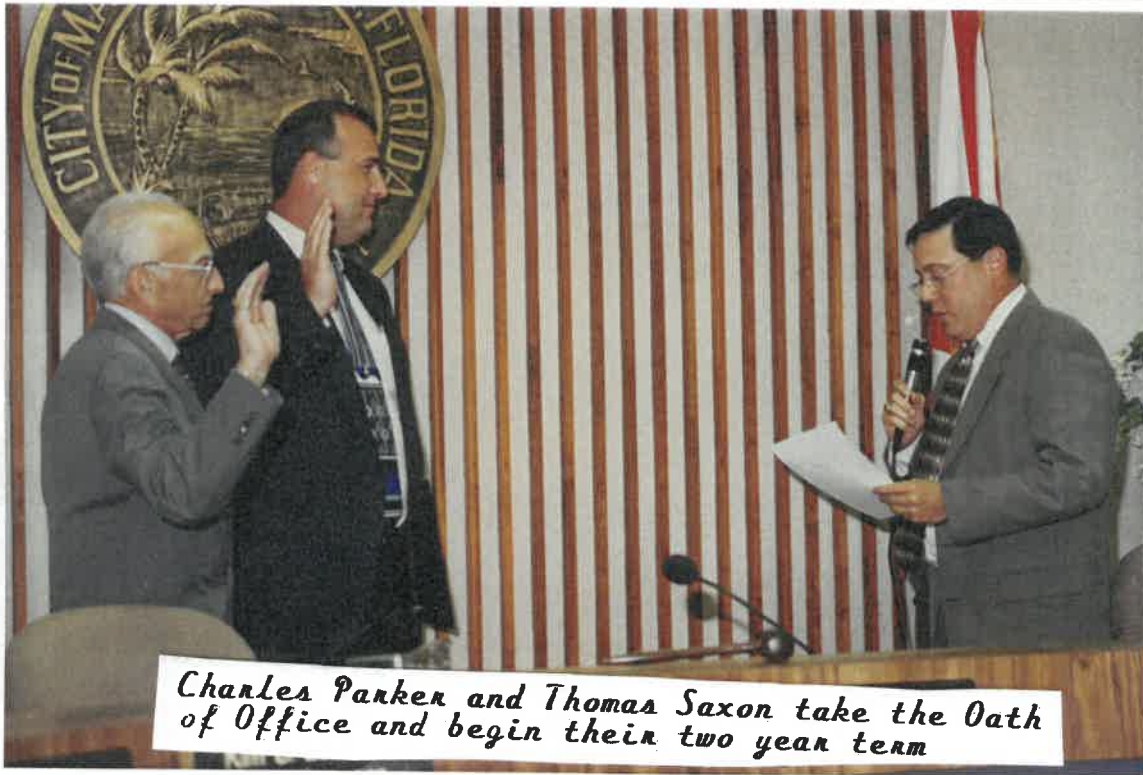




*City of Madeira Beach  
Awards, Good-byes and Installation  
of New Commissioners  
Tuesday, April 1, 1997, Madeira Beach City Hall*







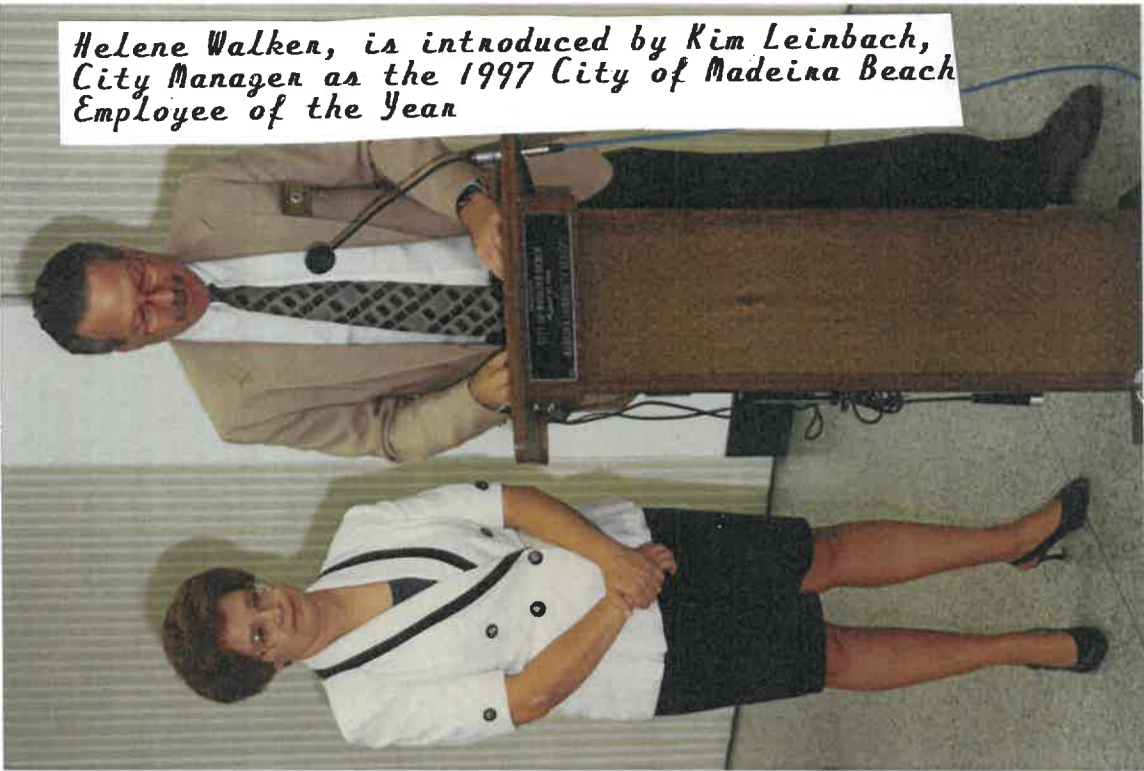
*Charles Parken and Thomas Saxon take the Oath of Office and begin their two year term*







*Helene Walken, is introduced by Kim Leinbach, City Manager as the 1997 City of Madeira Beach Employee of the Year*



*Martha Boos, receives the Saul Gatlin Citizen of the Year from the Mayor and Commissioners*

























*"Meinhardt Raabe"*  
*Visits Madeira Beach Elementary School*  
*March 4, 1997*

## MEINHARDT RAABE

ONE OF AMERICAS MOST BELOVED CHARACTERS FROM  
THE ORIGINAL CLASSIC **"THE WIZARD OF OZ"**

























*"Meinhardt Raabe"  
Visita Madeira Beach Public Library  
March 4, 1997 as 85 children from the after  
School await his arrival*





















# FOLLOW THE YELLOW BRICK ROAD TO JOHNS PASS VILLAGE

**SATURDAY 4 PM THE CHILDRENS THEATRE WILL BE  
PERFORMING PARTS OF THE PLAY OF THE WIZARD OF OZ  
AND SINGING SONGS ...WITH MEINHARDT RAABE THE  
MUNCHKIN PLAYING HIS PART AT THE BOARDWALK  
ENTRANCE IN JOHNS PASS.**











































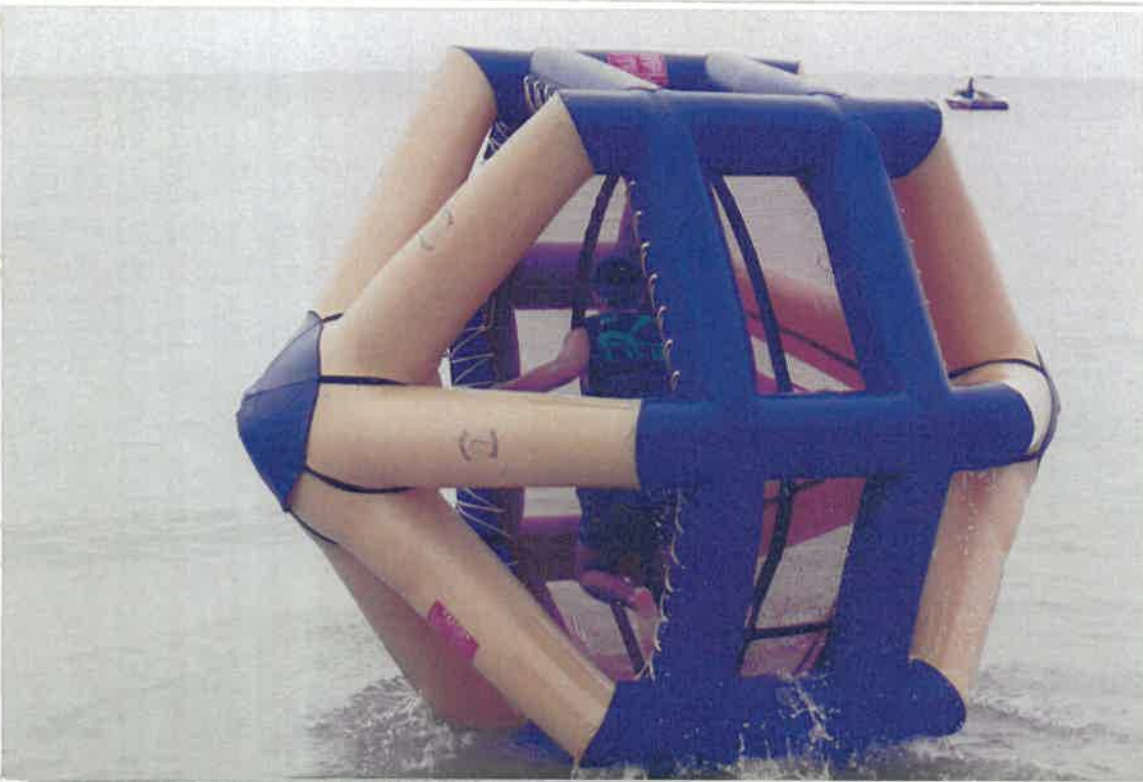
































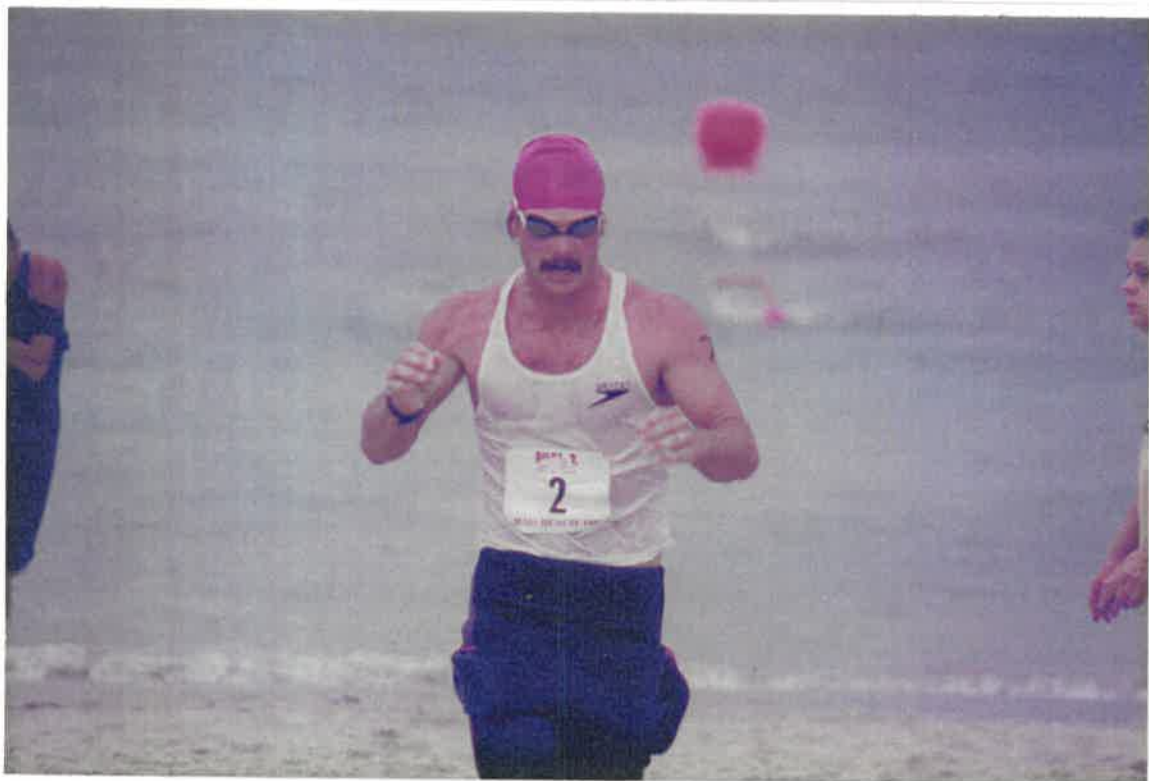
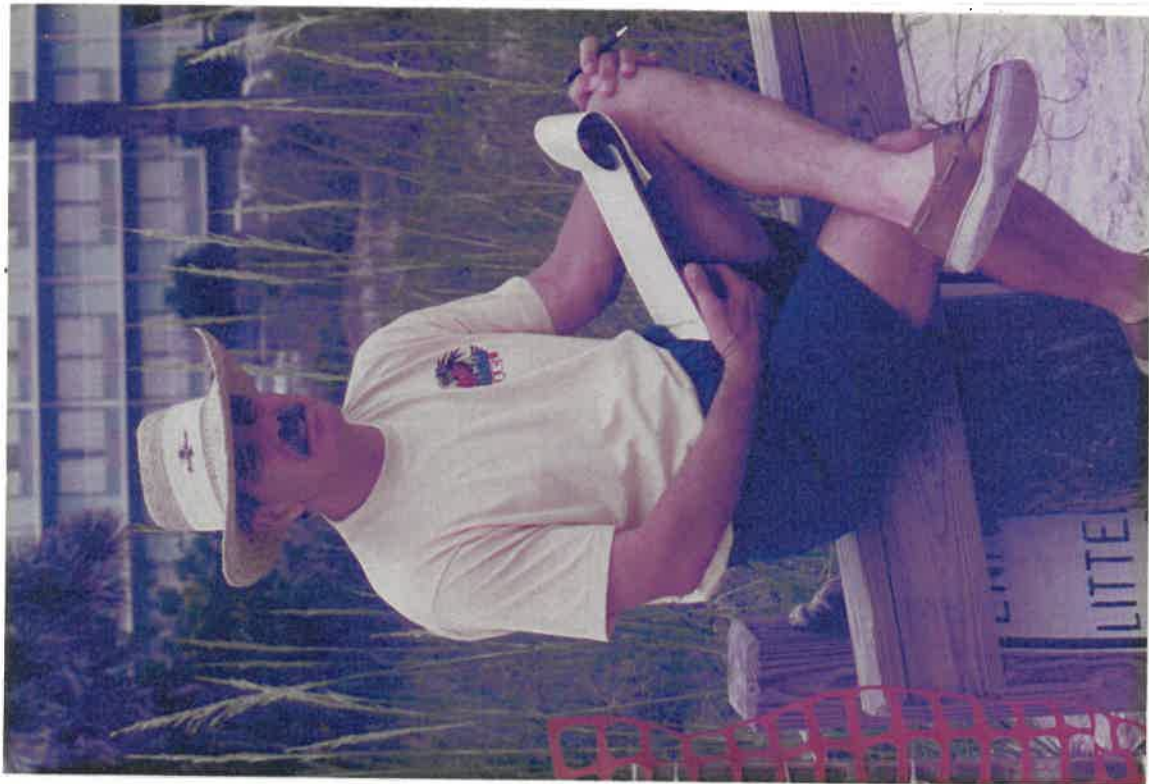














## MADEIRA BEACH'S SEMI-CENTENNIAL OPENING CEREMONY



ARCHIBALD PARK  
15100 GULF BOULEVARD  
MADEIRA BEACH, FLORIDA 33708



MAY 24, 1997  
10:00 A.M.

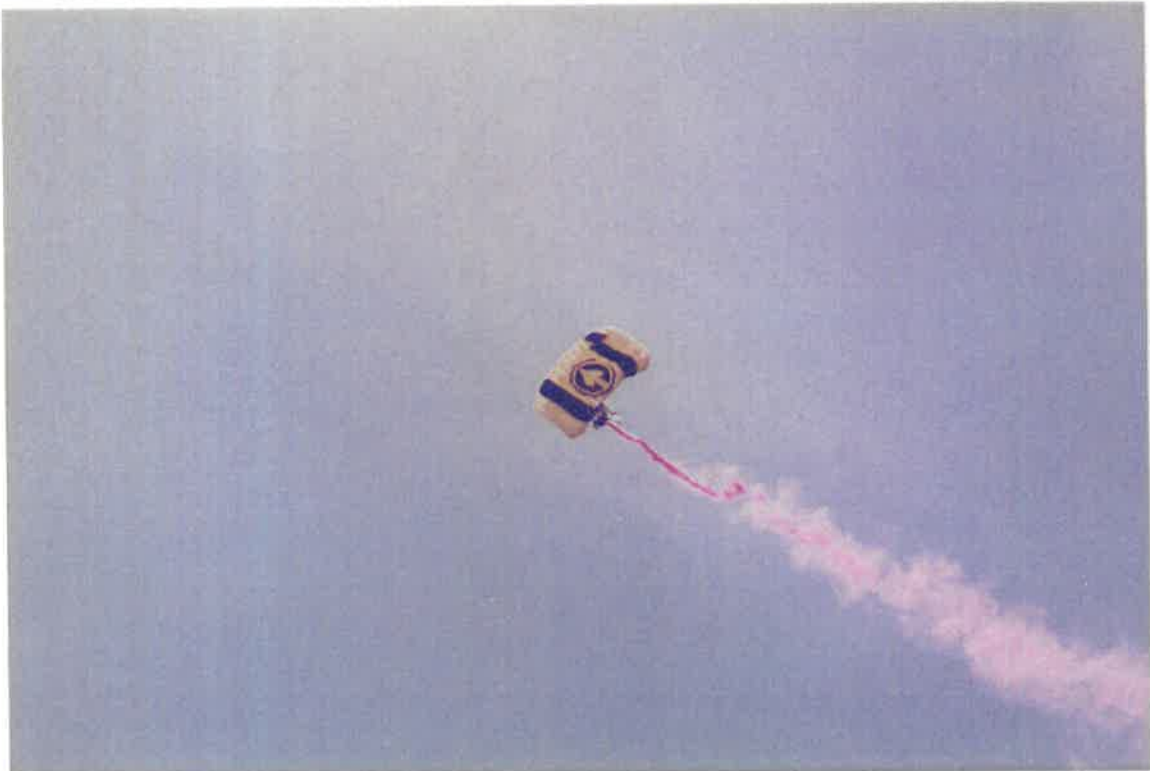


















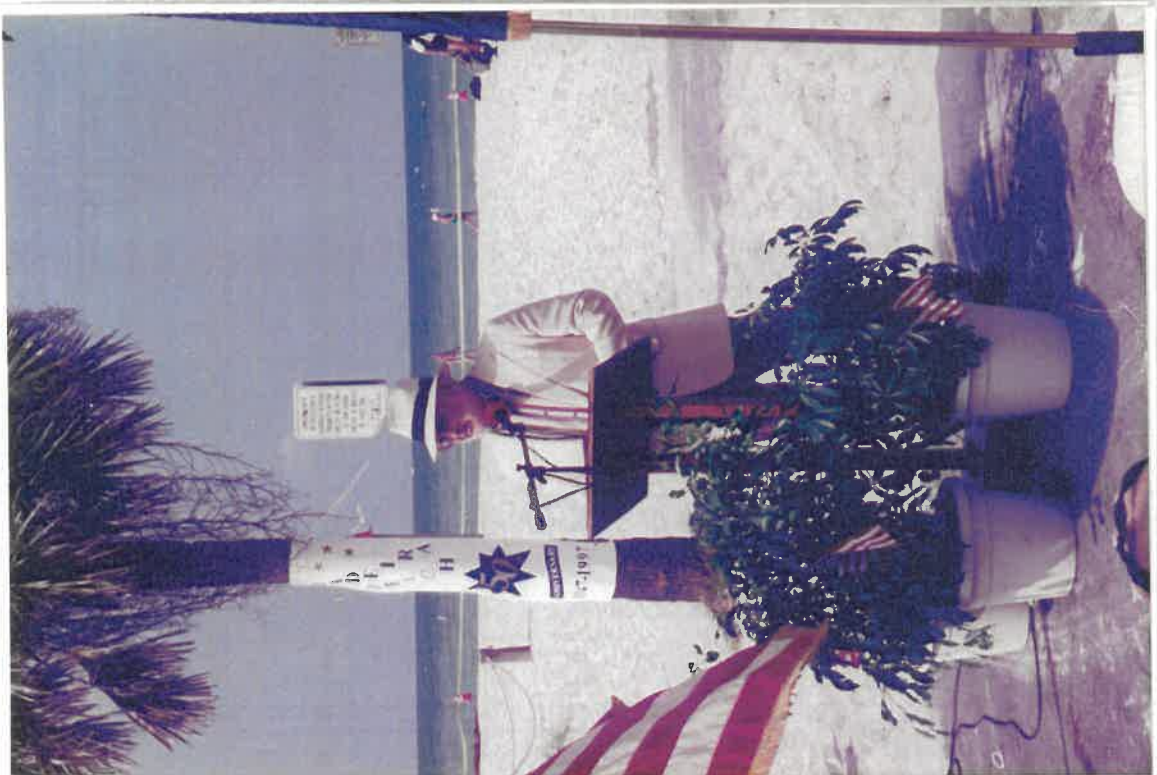
































FOLLOWING THE CITY OF MADEIRA BEACH SEMI-CENTENNIAL  
OPENING CEREMONY THERE WILL BE A FORMAL FLAG RAISING  
CEREMONY TO INTRODUCE OUR NEW CITY FLAG. DETAILS:

EVENT: FLAG RAISING CEREMONY

DATE: SATURDAY, MAY 24, 1997

TIME: 11:30 A.M.

LOCATION: MADEIRA BEACH CITY HALL  
300 MUNICIPAL DRIVE  
MADEIRA BEACH, FLORIDA















MADEIRA BEACH'S  
SEMI-CENTENNIAL  
OPENING CEREMONY



ARCHIBALD PARK  
15100 GULF BOULEVARD  
MADEIRA BEACH, FLORIDA 33708



MAY 24, 1997  
10:00 A.M.



MASTER OF CEREMONIES  
MRS. PATRICIA SHONTZ  
CITY OF MADEIRA BEACH SEMI-CENTENNIAL  
CHAIRPERSON

THE UNITED STATES SPECIAL OPERATIONS COMMAND  
JUMP TEAM / SOCOM  
NARRATED BY: MR. REINIER CRUZ



POST COLORS  
AMERICAN LEGION POST 273 HONOR GUARD

PLEDGE OF ALLEGIANCE  
VICE-MAYOR JOHN G. WOLBERT  
CITY OF MADEIRA BEACH

NATIONAL ANTHEM  
CASIE CRUMRINE  
SOLOIST FROM CHURCH-BY-THE-SEA

INVOCATION  
PASTOR ARMAND L. WELLER  
CHURCH-BY-THE-SEA



WELCOME  
MAYOR TOM DE CESARE  
CITY OF MADEIRA BEACH



SPECIAL: SOLDIERS PRAYER  
COMMANDER DAVID C. MILLER  
AMERICAN LEGION POST 273 AND  
AMERICAN LEGION DEPARTMENT OF FLORIDA 16TH DIST.

PATRIOTIC MELODY  
CHURCH-BY-THE-SEA CHOIR WITH DIRECTOR STEVE WOLF

BENEDICTION  
PASTOR ARMAND L. WELLER  
CHURCH-BY-THE-SEA

RETIREMENT OF COLORS  
AMERICAN LEGION POST 273 HONOR GUARD

SPECIAL PATRIOTIC SALUTE  
WITH RIFLES AND CANNONS  
AMERICAN LEGION POST 273 HONOR GUARD

GOD BLESS THE U.S.A.  
AUDIO TAPE OF LEE GREENWOOD

THANK YOU FOR SHARING THIS MOST SPECIAL CEREMONY WITH US.