



**BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA**
Wednesday, June 12, 2024 at 6:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708

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

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

A. Brent Burish, CEO, HCA Florida St Petersburg and Pasadena Hospitals

7. PUBLIC COMMENT

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

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

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

8. APPROVAL OF THE MINUTES

- [A.](#) 2024-05-08, BOC Regular Meeting Minutes
- [B.](#) 2024-05-22, BOC Budget Workshop Meeting Minutes
- [C.](#) 2024-05-22, BOC Regular Workshop Meeting Minutes

9. CONSENT AGENDA

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

10. PUBLIC HEARINGS

- [A.](#) Ordinance 2024-02 Open Accessory Structures, 2nd Reading and Public Hearing

11. UNFINISHED BUSINESS

12. CONTRACTS/AGREEMENTS

- [A.](#) Gulf Beaches Public Library FY 2025 Budget
- [B.](#) Fire - IAFF Local 4966 Collective Bargaining Agreement FY 24 - FY 27
- [C.](#) Gulf Blvd Undergrounding City Easement Approval
- [D.](#) Concession Stand and Enclosed Building Schematic Proposal
- [E.](#) City Manager Employment Agreement - 2nd Amendment
- [F.](#) Human Resources, Compensation, & Classification Study - Approve Consulting Agreement with RSC Insurance Brokerage, Inc., dba Risk Strategies Company (Gehring Group)

13. NEW BUSINESS

- [A.](#) Appointment of Alternate Trustee to the Gulf Beaches Public Library Board
- [B.](#) Tampa Bay Regional Planning Council - Coastal Master Plan Support Letter

14. AGENDA SETTING - June 26, 2024, BOC Workshop Meeting

- A.** Impact Fees - Residential
- B.** Snack Shack Agreement
- C.** Parking Garage
- D.** Grant writer consultant, various type of grants
- E.** Beach Chairs/Umbrellas - Caddy's Restaurant

F. Special Area Plan amendments in the Code (R-3, C-3, C-4)

G. John's Pass Village Zoning

15. REPORTS/CORRESPONDENCE

A. Board of Commissioners - 2024 BOC Scheduled Meetings

B. City Attorney

C. City Clerk's Report - June 2024

D. City Manager

16. 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.



MINUTES
BOARD OF COMMISSIONERS
REGULAR MEETING
May 8, 2024
6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on May 8, 2024, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT:

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

MEMBERS ABSENT:

CITY STAFF PRESENT:

Robin Gomez, City Manager
Clara VanBlargan, City Clerk
Andrew Laflin, Finance Director/City Treasurer
Thomas Trask, City Attorney

1. CALL TO ORDER

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

2. INVOCATION AND PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

4. APPROVAL OF THE AGENDA

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

ROLL CALL:

Commission Kerr	"YES"
Vice Mayor Brooks	"YES"

Commissioner McGeehen	"YES"
Commissioner Tagliarini	"YES"
Mayor Rostek	"YES"

The motion carried 5-0.

5. PROCLAMATIONS

A. Proclamation: National Safe Boating Week; May 18 – 24, 2024

Mayor Rostek read a Proclamation proclaiming May 18 – 24, 2024, as National Safe Boating Week. Representatives from the Coast Guard accepted the Proclamation. They thanked the City of Madeira Beach for the continued support.

B. Proclamation: 55th Annual Municipal Clerks Week; May 5 – 11, 2024

Mayor Rostek read a Proclamation proclaiming May 5 – 11, 2024, as the 55th Annual Municipal Clerks Week. City Clerk Clara VanBlargan accepted the Proclamation.

C. Proclamation: National Public Works Week; May 19 – 25, 2024

Mayor Rostek read a Proclamation proclaiming May 19 – 25, 2024, as National Public Works Week. Public Works Director Megan Wepfer accepted the Proclamation.

6. PRESENTATIONS (limited to 10 minutes each)

7. PUBLIC COMMENT

Tom Edwards, District One, suggested they have a workshop with a specialized deputy to discuss the noise issue. He suggested they make it so a permit application be submitted 95 days in advance, and post it on the website so people would have 45 days to object. Mayor Rostek said it would be added to a workshop.

8. APPROVAL OF MINUTES

A. 2024-04-10, BOC Regular Meeting Minutes

B. 2024-04-24, BOC Budget Workshop Meeting Minutes

C. 2024-04-24, BOC Regular Workshop Meeting Minutes

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

ROLL CALL:

Commissioner Kerr	"YES"
Commissioner Tagliarini	"YES"

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

The motion carried 5-0.

9. CONSENT AGENDA

10. PUBLIC HEARINGS

A. Ordinance 2024-04, Special Magistrate – Code Enforcement – 2nd Reading and Public Hearing

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

ORDINANCE 2024-04

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

The City Attorney said the ordinance was first read on April 10, 2024, and there have been no changes since that 1st reading.

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

Vice Mayor Brooks motioned to adopt Ordinance 2024-04, Special Magistrate – Code Enforcement, after 2nd Reading and Public Hearing. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

B. Ordinance 2024-06, Special Magistrate Compensation – 2nd Reading and Public Hearing

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

ORDINANCE 2024-06

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

The City Attorney said the ordinance was first read on April 10, 2024, and there have been no changes since that 1st reading.

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

Commissioner Tagliarini motioned to adopt Ordinance 2024-06, Special Magistrate Compensation, after 2nd Reading and Public Hearing. Vice Mayor Brooks seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

C. Ordinance 2024-05, Fees & Collection Procedures Manual FY 2024 Update – 2nd Reading & Public Hearing

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

ORDINANCE 2024-05

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

PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney said the ordinance was first read on April 10, 2024, and there have been no changes since that 1st reading.

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

Vice Mayor Brooks motioned to adopt Ordinance 2024-05, Fees & Collection Procedures Manual FY 2024 Update, after 2nd Reading and Public Hearing. Commissioner Tagliarini seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

Mayor Rostek asked that Agenda Item 10.E., ABP 2024-03 Sip & Scoop, be discussed before Item 10.D. The Board consented.

D. ABP 2024-03 Sip & Scoop

City Attorney Tom Trask read the City's code stating the procedures for the quasi-judicial hearing and asked the Commissioners if they had any ex parte communication or conflicts of interest to disclose. There were none. The parties were the City and the applicant, Village Café at John's Pass, LLC of 13015 Suite C Village Blvd. Madeira Beach, FL 33708. There were no affected parties, and no one filed a notice of intent. Since there was no person other than the applicant, the City would present first.

The City Attorney administered the oath to the witnesses, Joseph Petraglia, Planning Technician, James Cody Johnson, Sip & Scoop's Chief Operating Officer, and Yaite Ruiz, Sip & Scoop's Manager.

City Staff Presentation

Background:

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2024-03 is requesting authorization from the Board of Commissioners for the approval of a (2COP) alcoholic beverage license for the sale of beer and wine for consumption on premises at the existing Sip & Scoop café located at 13015 Suite C, Village Blvd, Madeira Beach, FL 33708. This establishment is located in the C-1, Tourist Commercial Zoning District. The future land use designation for the property is Activity Center.

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Pursuant to Section 110-539, the Notice of Public Hearing has been properly sent to all property owners within 300 feet of the subject property 15 days before the scheduled consideration by the Board of Commission. Such notice has also been posted on the subject property, at the Gulf Beaches Public Library, City Hall, and the City of Madeira Beach website.

Discussion:

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

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

Permitting Sip & Scoop in Johns Pass Village to add beer and wine to the menu for consumption on premises would not adversely affect the character of the existing neighborhood. The existing neighborhood is mostly commercial uses. Additionally, various other businesses in the same area already serve alcohol. Bamboo Beach Bar next door currently serves liquor. Sip & Soop is requesting a license that would just be for beer and wine.

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

The addition of alcohol to the menu will not affect congestion, traffic generated, or present a safety hazard. Sip & Scoop is located in a walkable part of the city. Sip & Scoop has agreed to install a bike rack on the premises with at least three stalls and has already purchased an applicable rack. Their bike rack would add three additional parking spot credits to their total parking count. The layout and number of seats at Sip & Scoop are not being changed from when it was built out in 2021 and with the addition of a bike rack, the total number of parking spots will increase from what is existing before permitting alcohol to be served on premises.

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

This proposed alcohol use is compatible with the location. Sip & Scoop already serves more than just ice cream on the menu. Beer and wine would complement their existing food and beverage options.

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

Public safety should not be adversely affected by Sip & Scoop serving beer and wine for consumption on the premises. The cafe is more than 300 feet away from any established church, synagogue, temple, or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. There are businesses nearby that already sell alcohol.

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

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

Fiscal Impact: N/A

Recommendation(s): Staff recommends the approval of ABP 2024-03 with the condition that a bike rack with at least 3 stalls be added on the premises.

Attachments:

Local Application
Existing Site Plan
Public Notice
Mailing and Posting

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

Mayor Rostek asked if there were restroom facilities. Mr. Petraglia deferred the question to the applicant.

Commissioner Tagliarini asked if the Village Café at John's Pass, LLC was the parent company. Mr. Petraglia said yes, it is one business.

Applicant Presentation

Mr. Johnson said they requested the 2(COP) license as an amenity for families visiting their property. There are restroom facilities on-site that are maintained.

Commissioner Tagliarini asked if they had a food menu. Mr. Johnson said they have a full menu for breakfast and lunch. They have food options until they close at 10:00 p.m. every night.

Public Comment

Yaite Ruiz, Manager of Sip & Scoop, said she is in charge of training the new employees and the food menu. She gave an overview of the menu and said the bike rack was already being installed.

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

Commissioner Tagliarini motioned to approve the ABP 2024-03 for Sip & Scoop with the condition that a bike rack with at least three stalls be added on the premises. Vice Mayor Brooks seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

E. Ordinance 2024-02 Open Accessory Structures – 1st Reading and Public Hearing

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

ORDINANCE 2024-02

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

Community Development Director Jenny Rowan said it amends the Code to allow for open accessory structures and creates multiple sections. The final version allows for open accessory structures at 3.5% of the total lot size in addition to the already allowed enclosed accessory structure. The amendment created setbacks for the open accessory structures for each zoning

district and structural elements of the sea wall for lots on the water. Staff added language to address the concerns in the C-4 zoning districts. A new Section was added to put regulations on construction trailers, and a new Section for requirements for permanent outdoor kitchens. She explained the minor changes made since discussed at the last workshop:

- Page 107-108 of the agenda packet, Section 110-484. Maximum size and quantity in R-1, R-2, and R-3 zones is 14 feet high from grade.
- Page 104 of the agenda packet, added verbiage in Section 110-473. Building permits are required to include the Indian member tribe ID to identify who is building the chickee structures.

Director Rown and Marci Forbes, Community Development Engineer, responded to questions and comments from the Board.

- The footprint of the open accessory structure includes the outermost points of the roof, which would be 3.5% of the total lot size.
- Commissioner Kerr would like to increase it to 4% of the total lot size. The Board agreed.

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

- Mayor Rostek questioned the last sentence in Section 110-485 on page 108 of the agenda packet and thought it might allow for violations of the Zoning Code. Director Rowan said there are two working waterfronts that are required by state or federal regulations that may exceed the size or number of structures on the property. They are required to provide documentation. The City Attorney said it provides an exception to the Code, not a violation.
- Mayor Rostek asked about getting an impact study where C-4 backs up to residential. Ms. Forbes said the state has already taken the stance that the working waterfront takes priority over residences. Accessory structures might not be causing the issues; it may be the function of the business. The Mayor thought Section 110-485 should be extracted from the document.
- Commissioner Kerr said the revision is less restrictive than the current version. The City Manager said the purpose of the ordinance is to define and clarify accessory structures across all zoning districts.

Mayor Rostek opened to public comment.

Chuck Dillon, 529 Lillian Drive, said he thought all heights would go down to 14 feet, but Section 110-485 is still at 20 feet. Commissioner Kerr said residential is 14 feet and commercial will stay at 20 feet.

Vice Mayor Brooks motioned to approve Ordinance 2024-02, Open Accessory Structures, with the addition of the tribal ID and 4% lot size, after 1st Reading and Public Hearing. Commissioner Kerr seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

11. UNFINISHED BUSINESS

12. CONTRACTS/AGREEMENTS

A. Redington EMS Station Funding Agreement

Fire Chief Clink Belk said it is the final contract between the City and Pinellas County EMS. It would allow Madeira Beach to become the project manager for the Redington EMS Station. They have access to the entire \$7.4 million, so no money needs to be put upfront. Pinellas County Director of EMS Craig Hare said that after the groundbreaking the County will provide a medic unit vehicle so there would be no decrease in service to the citizens.

Commissioner Tagliarini motioned to approve the Redington EMS Station Funding Agreement. Vice Mayor Brooks seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

B. Approve Agreement with Mali Contracting Corp. to construct Code Enforcement/Satelite Office

City Manager Gomez said Mali Contracting Corp. was the low-bid to complete the work not to exceed \$260,000. The cost of the project will be funded through the Building Fund and should take about four months to complete.

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

- Vice Mayor Brooks asked why blacked-out pages were included in the agreement. The

City Manager said he would find out why the pages were blacked out and let them know. He thought they might be site plans. City Attorney Trask said there is a public record exemption for the infrastructure and blueprints of the City Hall facility.

Vice Mayor Brooks motioned to approve the Agreement with Mali Contracting Corp. to construct the Code Enforcement/Satellite Office. Commissioner Kerr seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

13. NEW BUSINESS

A. Resolution 2024-03, FY 2024 Budget Amendment #2

City Attorney Tom Trask read Resolution 2024-03 by title only:

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2024 (OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024) BY INCREASING APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND, THE ARCHIBALD PARK FUND, THE BUILDING FUND, THE SANITATION FUND, THE STORMWATER FUND, THE MARINA FUND, AND THE PARKING FUND; AND PROVIDING FOR AN EFFECTIVE DATE

Finance Director Andrew Laflin said it was reviewed in the Budget Workshop and recommended approval.

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

Vice Mayor Brooks motioned to adopt Resolution 2024-03, FY 2024 Budget Amendment #2. Commissioner Kerr seconded the motion.

ROLL CALL:

Vice Mayor Brooks	"YES"
Commissioner Kerr	"YES"

Commissioner McGeehen	"YES"
Commissioner Tagliarini	"YES"
Mayor Rostek	"YES"

The motion carried 5-0.

14. AGENDA SETTING – May 22, 2024 BOC Workshop Meeting

- A. City Manager's Employment Agreement – 2nd Amendment**
- B. John's Pass Village Zoning**
- C. Parking Garage Update**
- D. Bicentennial Park**
- E. Beach Chairs/Umbrellas on Sand in front of Caddy's Restaurant**
- F. FY 2025 Gulf Beaches Public Library Budget**
- G. Noise Ordinance**
- H. HR, Classification, Compensation Study**
- I. IAFF Collective Bargaining Agreement**

Items added to the workshop agenda:

1. Consider hiring a Grant Writer on an as-needed basis.

15. REPORTS/CORRESPONDENCE

A. Board of Commissioners – 2024 BOC Meeting Schedule

- The September 25, 2024, BOC Special Meeting was changed to Monday, September 30, 2024, at 5:45 p.m. for the 2nd Reading and Public Hearing to adopt the FY 2025 Millage Rate and Budget Ordinances. The Regular Workshop would be at 6:00 p.m. the same day.
- The October 9, 2024, Regular Meeting was changed to Monday, October 14, 2024, at 6:00 p.m.
- Commissioner Tagliarini did not have his work schedule but will give plenty of notice of any changes.

B. City Attorney

The City Attorney had no report.

C. City Clerk – May 2024 City Clerk's Report

The City Clerk reviewed her May 2024 report.

D. City Manager

The City Manager reminded everyone that the next Budget Workshop meeting will be on Wednesday, May 22, 2024, at 4:00 p.m., followed by the BOC Regular Workshop meeting at 6:00 p.m.

There will be a beach cleanup with the Trash Turtles on May 18, 2024, from 7:30 a.m. until 10:30 a.m. at Archibald Park, followed by a life vest giveaway from 10:00 a.m. until noon.

The Beach Groin project began Monday, May 13th. The Clearwater Marine Aquarium is ensuring the turtle nests will not be disturbed.

Mayor Rostek asked for more participation in the Trash Pirates cleanups.

16. ADJOURNMENT

Mayor Rostek adjourned the meeting at 7:39 p.m.

James “Jim” Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk



MINUTES

BOARD OF COMMISSIONERS BUDGET WORKSHOP MEETING

May 22, 2024
4:00 P.M.

The City of Madeira Beach Board of Commissioners held a budget workshop meeting at 4:00 p.m. on May 22, 2024, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

MEMBERS ABSENT: David Tagliarini, Commissioner District 1

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

1. CALL TO ORDER

Mayor Rostek called the meeting to order at 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 2025 Budget Workshop #2

City Manager Robin Gomez said the purpose is to concentrate on the Capital Budget.

Finance Director Andrew Laflin reviewed the following items:

1. 10-Year Capital Outlay Expenditure History

He explained that it was to look at what had been spent over the past ten years and see the trend. It has been very project-driven.

2. FY 2025 Capital Projects Budget Overview

FY 2024 Capital Expenditures were \$21,262,500, comparable to the \$20,075,500 in FY 2025, which includes large projects.

3. FY 2025-2029 Multi-Year Capital Improvement Plan

It provided more details about the projects, such as the account name and number and project title and description. Mr. Laflin reviewed each Fund as follows:

Archibald Park Fund

- The Beach Groin Renourishment Project was budgeted in FY 2024 and is a carryover for the work anticipated in FY 2025.
- The majority of the Archibald Restroom rebuild will be paid in FY 2025.

Building Fund

- Commissioner Kerr did not think the City allowed roofs over boatlifts. Holden Pinkard, Operations Coordinator, said that in Section 14-164, the Code only applies to residential docks and not commercial docks.
- Additional parking spaces will be added in the grassy area toward Rex Place for the Building Department vehicles so more spaces will be available at City Hall.

General Fund

- The City Hall Veranda and Stair Replacement Project will make it safer and will be charged to the City Manager's Office.
- There are seven items for the FIRE/EMS Department. Fire Chief Clint Belk said the Assistance to Firefighters Grant (AFG) was applied for in March and will not be awarded until August. There are fourteen Self Contained Breathing Apparatus (SCBA) pieces of equipment to be replaced.
- The Recreation Center Fire Suppression System is required because of the occupancy and was not installed when the building was built.

Local Option Sales Tax Fund

- It is the City's discretionary surtax money and has statutory restrictions on how it can be spent.
- The Public Works & Building Services Facility will be split between FY 2025 and FY 2026.
- The Roadway Resurfacing Village Blvd., Boardwalk Pl., & Surface Lot Project was put in the FY 2025 plan to work in conjunction with Pinellas County Utilities to replace their

water, sewer, and reclaimed lines in the Village. It could be moved to FY 2026 when the Parking Garage is being built.

Marina Fund

- Brian Crabtree, Marina Manager, said the Additional Fuel Dispenser Project might be \$70,000 to \$100,000. He needed to check the quote. It would probably have to go out to bid.
- The Governor has not yet approved the appropriations for the Marina Seawall Replacement Project.

Parking Fund

- Construction of the Parking Garage Project would not begin for about 14 -15 months. The City Manager estimated about \$3 million would be available in the Parking Fund. The cost would depend on the number of spaces, and it would take longer than a year to build. A site has not been determined yet. It is in the plan as a line item.
- They are looking into different technologies that would help make the Parking Division more efficient.

Sanitation Fund

- No projects are scheduled in FY 2025, but the Vehicle and Equipment Replacement Plan will take place over the following four years.

Stormwater Fund

- In FY 2025, Areas 3, 5, and 6 will be finished and Areas 9 and 7 are planned to start. Area 4 would begin in FY 2026 and finish in FY 2027.

Commissioner Kerr asked when they would start budgeting for undergrounding the utilities in the residential areas. It is something they need to pursue. Director Wepfer said she is trying to plan projects with Duke Energy and Pinellas County, but it is very difficult. The City Manager said they will keep following up.

Director Wepfer said she included grant writing services in the engineering RFP. The City contracted with Colliers Engineering and Design Firm and had them research available grants that would fit into the Capital Improvement Plan (CIP). They are waiting for grants to become available. The City Manager said the undergrounding firm is Utility Consultants of Florida. Director Wepfer said the FDOT permit was received, and they should be starting in mid-June on Gulf Blvd. at 144th Ave., heading south.

Commissioner Kerr would like to see how they could extend the life of the sanitation trucks. Director Wepfer said commercial trucks need to be replaced every seven to nine years because of their heavy use, but it can be looked at during budgeting to see if it could be extended a year.

Mr. Laflin said they would put together a more comprehensive budget for the June meeting, including revenues, operating expenses, personnel expenses, and capital.

The next Budget Workshop Meeting is scheduled for June 26, 2024, at 4:00 p.m.

5. ADJOURNMENT

Mayor Rostek adjourned the meeting at 5:02 p.m.

James “Jim” Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk



MINUTES
BOARD OF COMMISSIONERS
REGULAR WORKSHOP MEETING
MAY 22, 2024
6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 6:00 p.m. on May 22, 2024, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT:

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

MEMBERS ABSENT:

CITY STAFF PRESENT:

Robin Gomez, City Manager
Clara VanBlargan, City Clerk
Andrew Laflin, Finance Director/City Treasurer
Thomas Trask, City Attorney

1. CALL TO ORDER

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

2. ROLL CALL

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

Mayor Rostek announced that Item 7.B. Chairs/Umbrellas on Sand at Caddy's Restaurant on Gulf Blvd. was pulled from the Agenda. City Attorney Tom Trask explained he could not give direction to the item until it was vetted through the real estate attorney. City Manager Robin Gomez said the item will be placed on the Wednesday, June 26, 2024, Commission workshop meeting agenda.

3. PUBLIC COMMENT

The following people spoke in opposition to the Caddy's item:

- Ray Leone, a resident
- Mary, Palm Street, representing herself and others at 14001 Gulf Blvd
- Linda Kramer, 14010 Gulf Blvd
- A resident, Ms. Kramer's neighbor

- Pamela Tuason, 137th Ave, Circle
- Joseph Snyders, a resident
- Chuck Dillon, Lillian Dr.
- John Connolly, a resident
- Brian Hickey, Normandy Rd.
- Tom Edwards, District One
- Eric Cabrera, Miramar Ave.
- Pat O'Brien, Palm St.
- Sheba Lee, a resident
- Dan, Gulf Blvd.

The following people made other comments about the Caddy's item:

- Doug Andrews, a resident, wanted to reserve his comment until they knew the whole story.
- Evis Farmer, a resident, said she is all for property rights and asked the Board to consider creating a buffer between Caddy's and the public park and between the public park and Beach Flower.

The City Attorney made the following comments about the Caddy's item:

- The Development Agreement entered into in 2016 has expired and is no longer controlling on the property.
- Caddy's does not have a pending application and is not asking for anything.
- Caddy's agreed they would not put chairs on the public beach, but if their property line goes to the mean high water, they would be allowed to put chairs on their private property.
- The issue is where the property line is.

The City Manager said at the time of the Quasi-judicial hearing for the alcoholic beverage permit, it was agreed that there would be no chairs or tables on the public beach. They are trying to clarify what is their property. Part of the condition that was agreed to is there will be no table service on the beach.

4. BOARD OF COMMISSIONERS

A. Bicentennial Park Usage

The City Manager said the City has an agreement with the Pinellas County School District to utilize and maintain Bicentennial Park, which is located on the east side of the Causeway. Any changes to the agreement would require the School District's approval.

Mayor Rostek opened to public comment.

John Connolly, a Madeira Beach resident, asked to use the restricted road down to the beach to unload kayaks.

- The City Manager said they could try it on a trial basis with monitoring.
- Public Works Director Megan Wepfer said there are safety issues, and the culvert is not meant to be driven on many times.
- Recreation Director Jay Hatch said the paved area where people park is the Department of Transportation's property. They need to consider additional unreasonable uses they will face.
- The City Manager will check the level of complaints and issues.
- Commissioner Tagliarini suggested a designated kayak and jet ski launch and a fenced-in area for dogs.
- Commissioner Kerr said it would be one more thing to enforce if they allowed cars in the restricted area.
- The City Manager will do more research and get back to the Board.
- Deputy Krager said he starts patrolling the parks at 4:30 a.m.
- Commissioner McGeehen asked about the new derelict boats in the area. The City Manager said the Sheriff's Marine Unit has a process they go through.
- The City Manager said Pinellas County does the water testing. He would check to see when the last time the area was tested.
- The City Attorney reminded the Board that any modification of the park needs to be approved by the School Board. There are specific provisions in the agreement that prohibit the City from damaging the property. They do not want to put themselves in a position where they could lose the right to use the property.

5. CITY MANAGER

A. City Manager Employment Agreement – 2nd Amendment

The City Manager said he is requesting a two-year extension and an additional four leave days.

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

- Commissioner Kerr said he wanted the City Manager to stay another two years, but he would like to make it more permanent.
- Vice Mayor Brooks agreed with Commissioner Kerr. She would like to see his contract extended for at least three years. The City Manager has brought stability to the City and City staff.

- Commissioner McGeehen agreed that extending the contract to three years would be fair.
- Mayor Rostek said he would like to extend it two years.
- Commissioner Tagliarini said he would support the three-year extension and the vacation leave.
- The City Attorney said the City Charter requires the City Manager to be employed by a written contract, and Section 3B of the contract covers compensation.

The Board discussed a four-year extension with four additional leave days and would discuss a salary increase every May.

B. Gulf Beaches Public Library FY 2025 Budget

Helen “Happy” Price, Gulf Beaches Public Library Vice Chairperson, gave an update on the FY 2025 budget. They proposed an increase of 1.04% from last year. She explained the budget's increases and decreases. It will be on the June 12th regular meeting agenda for approval. She reminded them that an alternate needs to be appointed.

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

The consensus of the Board was to bring it back to the June 12th regular meeting for approval.

C. Parking Hourly Rate Discussion

The City Manager explained the item and responded to questions and comments from the Board.

Mayor Rostek opened to public comment.

Doug Andrews, business owner at 13601 Gulf Blvd., said they should be looking at other forms of revenue they are generating. The net difference in parking went down this year compared to last year. They need new revenue sources.

- The City Manager said he does not think outsourcing parking is the right way to go. In the future, the cost of running the Parking Division will decrease through technology and other changes.
- Parking Enforcement Supervisor Jamal Yahia said they need more structure regulating because there is a lot they are not catching.
- Commissioner Kerr thought they could reduce expenses with technology, but that should be discussed at a separate workshop. He felt outsourcing would be a negative for the City, and they needed to be competitive with the rates. They will be making an investment in

parking garages, which will increase the number of spaces and the overall bottom line. They should maximize what the market is, and it is \$4.

- Vice Mayor Brooks said increasing the rate by a dollar is a lot. She would like to know another way to get revenue in the City that is not through taxes or parking.
- Commissioner McGeehen agreed with Vice Mayor Brooks. He would be willing to compromise with a fifty-cent increase.
- The City Manager suggested varying rates in different lots.
- Commissioner Tagliarini was in favor of a modest increase but would go as high as \$3.75 to match Treasure Island. He would be opposed to contracting it out. He suggested the City start charging for the free parking spaces.
- Mayor Rostek agreed with Mr. Andrews. They cannot keep using the parking fund, but it is its own Enterprise Fund, which is going to get the parking garage. He was bothered by parking enforcement costing the City \$600,000 a year. The City Manager said they will look at the budget and provide more detail. The Mayor said he would like to see it between \$3.75 and \$4.
- Commissioner Kerr said they will need revenue to pay the bonds used to fund the parking garages. He would like to add the dollar increase directly into the Fund. If the revenue is higher and the bond is a little lower, it will help keep the millage rate the same.

John Connolly, a Madeira Beach resident, said people should back into the spaces at Tom & Kitty Stuart Park because there is not enough room, and it is very dangerous with cars pulling into the lot. He thought the parking garage should have been built five years ago.

The consensus of the Board was to bring the ordinance for the increase back for first reading at the August meeting and second reading at the September meeting.

6. CIVIL SERVICE COMMISSION

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

Jerry Cantrell, Civil Service Commission Chair, gave a PowerPoint presentation explaining the need for a new Compensation Study.

- The recommendation of the Civil Service Commission is to do the study.
- The 2019 study was not a complete study.
- The Gehring Group will be doing a complete study. For an additional \$10,000, they would include a review of job descriptions.

- Vice Mayor Brooks thought the study was needed, and they needed a third-party professional opinion that would help the Civil Service Commission finish the Employee Handbook.
- Commissioner Tagliarini was in favor of the study to have validation for the employee structure.
- The total cost is \$37,640. The City Manager said \$50,000 was budgeted for the study, and they would not need to borrow money from other funds.

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

7. COMMUNITY DEVELOPMENT

A. Impact Fees – Residential

Commissioner Kerr asked that this item be on the agenda to get an update on the possibility of removing residential impact fees. Residential impact fees discourage residents from rebuilding homes, and they need to encourage it.

Jerry Murphy, University of Florida and Planning Consultant to the City, explained that the way the Comprehensive Plan was established, they needed to have both commercial and residential impact fees. They would need to amend the Comprehensive Plan and show that residential growth has no impact on the community. There may be other options to look at.

- Over time, the impact fees will get higher.
- The trend has been for the commercialization of residential properties on the barrier islands because more people have more impacts.
- If a home is elevated to comply with flood regulations and the size of the home does not change, there would be no additional impact fee.
- If the City is going to continue to have an impact fee, the Comprehensive Plan must comply with the State Statute and be applied equally. They would have to conduct a study to show that the increased size of residential homes would not impact the City.
- The fees are based on the value of all the facilities and services the City provides. The City has not generated enough fees to do a full project, but they can be used for a portion of a project.
- Commissioner Tagliarini suggested if a resident could provide homestead exemption, they could be exempt from impact fees. It would be up to the City to enforce it.

Commissioner Tagliarini left the meeting at 9:18 p.m.

- Mr. Murphy said they could do another study to change the impact fee ordinance, but there would be a cost to do it.

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

The consensus of the Board was to have the City Manager meet with the City Attorney and Community Development to decide the best course of action and bring it back to the Board.

B. Chairs/Umbrellas on Sand at Caddy's Restaurant on Gulf Blvd.

The item was removed from the agenda.

C. Noise Ordinance

Mayor Rostek opened to public comment.

Tom Edwards, District One, suggested putting a provision in the ordinance that would allow a citizen to object to a permit like the City of St. Petersburg has. He encouraged the Board to look at it.

Community Development Director Jenny Rowan said they were asked to include provisions in the ordinance that would address complaints about noise from accessory structures and special events.

- A subsection in Section 34-87 for mechanical machinery to include noise-dampening methods would be an option.
- Mayor Rostek said there had been neighborhood complaints about excessive mechanical noise because of the expansion of a local fishing operation. It violates the local ordinance. He asked for help. Director Rowan said that once the Accessory Structure Code is adopted, they can permit it and officially require the sound-dampening equipment to be installed around the machinery. They could look at hours of operation.
- The City Manager said the issue with a special event is that there are no noise restrictions. Vice Mayor Brooks said it is difficult to regulate it for special events.
- Recreation Director Jay Hatch said staff reviews every special event application for concerns. He tells every applicant they need to be a good neighbor if they get complaints.

Mr. Edwards said the problem is the pounding bass. There is no concern for the residents.

- Director Hatch said he would look at what other cities do for special events and bring back options and recommendations.
- The City Manager said Commissioner Tagliarini commented on the walking tour of John's Pass Village, suggesting they limit the amplified noise in the Transitional District.

- Deputy Krager said if a special event permit is issued without a decibel threshold, the deputies cannot interrupt the event.
- The City Manager suggested amending the special event ordinance to require a decibel limit.

A Madeira Beach resident (?), Gulf Blvd., said the decibel meters do not pick up the annoying bass sound.

D. John's Pass Village Activity Center Zoning Workshop

Director Rowen said a summary of the public workshops is on pages 229-230 of the agenda packet.

- The height of the buildings was measured from the Design Flood Elevation (DFE) to the eaves.
- The public right-of-way and the property lines in the Village are not where you would think they should be, which contributes to the proposed setbacks.
- They hope to have a rough draft for the Planning Commission to review at the June meeting.
- Andrew Morris, Long Range Planner, said the City previously measured from grade, but it was recommended in the Master Plan that the City not do that. Measuring from the Design Flood Elevation is more consistent and would allow businesses to build up.
- Commissioner Kerr liked the idea of having 7.6 feet as the lowest floor elevation so they would not have to worry about flooding throughout and do some measurements from there. He was interested in seeing how putting in fill would impact how the buildings would look.
- Mr. Morris said to reduce the size of the buildings in the Commercial Core District, certain lot sizes would need to be met in order to reach certain heights.

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

8. FIRE

A. IAFF Local 4966 Collective Bargaining Agreement Oct 2024 – Sept 2027

Fire Chief Clint Belk said the agreement outlines the pay, leave hours, and disciplinary actions.

Lieutenant Andy Childers, Union Representative, said it was a simple round of negotiations. The City Manager said the estimated fiscal impact for the first year is about \$200,000.

9. PUBLIC WORKS

A. Gulf Blvd Undergrounding City Easement Approval

Director Wepfer requested the Board's approval for three easements for the final phase of the Gulf Blvd. Utility Underground project. The easements allow Duke Energy to place its equipment on the City's parcels rather than the FDOT right-of-way.

The City Attorney said they would have a descriptive easement within 90 days of Duke Energy placing the equipment so that another one would come back for each of the three locations. He recommended approval from the Board to keep the project moving.

- They would be placed where they take up the least amount of space. It would require mutual agreement.
- The FDOT permit has been received, and they are scheduled to begin in mid-June.

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

The consensus of the Board was to bring it back to the next regular meeting for approval.

10. RECREATION

A. Concession Stand and Enclosed Building Schematic Proposal

Director Hatch explained the item and asked for approval to move forward with the proposal provided by Colliers Engineering & Design, Inc., which is currently under contract with the City.

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

- \$100,000 was budgeted for FY 2024. The proposal is for \$53,025.
- There are potential grants in the future if they have the schematics. The County had a Capital Improvement program that was overfunded in 2017, and they gave the City 90 days to apply. The City will not be able to get it this year but will apply for it next year if the application is reopened.
- Colliers Engineering & Design, Inc. will be doing the grant writing.
- Director Hatch will bring back the cost estimates and the source of funding.

11. ADJOURNMENT

Mayor Rostek adjourned the meeting at 10:40 p.m.

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

DRAFT



Memorandum

Meeting Details: June 12, 2024, BOC Regular Meeting

Prepared For: Honorable Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2024-02 Open Accessory Structures, 2nd Reading and Public Hearing

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

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

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

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

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

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

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

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

Fiscal Impact or Other:

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

Attachments:

- Ordinance 2024-02
- Business Impact Estimate

ORDINANCE 2024-02

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

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

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

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

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

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

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

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

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

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

Sec. 110-472. Definitions

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

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

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

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

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

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

Sec. 110- 473. Building permits required.

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

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

Sec. 110-474. Maintenance of accessory structures.

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

Sec. 110-475. Excluded from permitting.

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

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

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

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

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

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

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

provided. If the accessory structure is located in the rear yard, ~~the same rear setback as required for principal structures must be provided.~~ a minimum of a 5-foot side setback and 12-foot rear setback must be provided, so not to interfere with seawall tiebacks.

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

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

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

Sec. 110-~~475~~9. C-1, tourist commercial zones.

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

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

Sec. 110-~~476~~480. C-2, John's Pass marine commercial zone.

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

Sec. 110-~~477~~481. C-3, retail commercial zones.

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

Sec. 110-~~478~~482. C-4, marine commercial zones.

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

Sec. 110-~~479~~483. P/SP, public-semi public zones.

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

Sec. 110-~~480~~484. Maximum size and quantity in R-1, R-2 and R-3 zones.

- (1) Single-Family Use: Single-family structures may only have one enclosed and one open accessory structure. ~~For single-family structures, the~~ The maximum size for an enclosed accessory structure ~~will be~~ is eight feet wide by ten feet long by ~~eight ten~~ feet high. The total maximum size for all open accessory structures on the property is 4 percent of the total land area of the lot. The maximum height for an open accessory structure is 14 feet.
- (2) Duplex and Multifamily Use: Duplex and multifamily structures may only have two enclosed accessory structures, and one open accessory structure for every two dwelling units. ~~For duplex and multifamily structures, there may not be more than two~~ The maximum size for an enclosed accessory structures ~~for a maximum size of six is ten~~ feet wide by eight feet long by ~~eight ten~~ feet high ~~or a single accessory structure eight feet by ten feet by eight feet.~~ The total maximum size for all open accessory structures on the property is 4 percent of the total land area of the lot. The maximum height for an open accessory structure is 14 feet.
- (3) Temporary Lodging Use: Temporary lodging structures may only have two enclosed accessory structures, and no limitation on the amount of open accessory structures. The maximum size for an enclosed accessory structure is eight feet wide by ten feet long by ten feet high. The total maximum size for all

open accessory structures on the property is 4 percent of the total land area of the lot. The maximum height for an open accessory structure is 14 feet.

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

Sec. 110-~~481~~485. Maximum size and quantity in C-1, C-2, C-3 and C-4 zones.

~~An~~ The maximum size for an enclosed accessory structure is not to exceed eight 8 feet wide by 12 feet long by ~~eight 10~~ feet high. Properties may be installed and only have one-two enclosed and two open accessory type structures may be placed on any lot or group of lots under the same ownership. The total maximum size for all open accessory structures on the property is 4 percent of the total land area of the lot. The maximum height for an open accessory structure is 20 feet. Accessory structures for working waterfronts or marina uses, which are required by federal, or state regulations do not count towards the number of structures and may exceed the maximum size with documentation that the additional size is required to maintain compliance.

Sec. 110-~~482~~486. Lot coverage.

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

Sec. 110-~~483~~487. Tiedowns.

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

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

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

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

Manufactured housing, mobile homes, semi-trailers and other motor vehicles shall not be permitted to be used as storage buildings or other such uses.

Sec. 110-490. Construction Trailers.

Construction trailers may only be on site if a building permit is issued, and construction must begin within 30 days of the construction trailer placement. Trailers must be removed

within 30 days after a Certificate of Occupancy is issued. Construction trailers are allowed five feet from any property line and must meet intersection visibility requirements in Section 110-423. Construction trailers must be removed from site during any named storm event or anchored per the current Florida Building Code. Temporary buildings or sheds used exclusively for construction purposes are exempt from the Florida Building Code but must retain a building permit.

Sec. 110-491 Outdoor Kitchens.

Outdoor kitchens must follow the setbacks for open accessory structures provided in this Division, the countertop structure cannot exceed a height of 36 inches from grade and cannot be larger than 50 square feet in area. The outdoor kitchen must be permanent and meet requirements in Section 94-140. If the outdoor kitchen contains a sink, it must be connected to a sewer line with an in-line isolation valve. Electricity must be isolated with disconnects from the primary structure. Plumbing lines must have back flow prevention. Any sewer, electrical or plumbing must be shut off during any named storm event.

Secs. 110-~~486~~492—110-500. Reserved.

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

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

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

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

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

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

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2024-02 Open Accessory Structures

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law¹ 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:

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

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

Ordinance 2024-02 allows for open accessory structures in residential and commercial properties which was previously not defined in the Code. This provides a way for property and business owners to create permanent shaded areas for a respite from the sun and rain.

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

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

The City may see a minor increase in permit and inspection revenue by allowing property owners to build open accessory structures in addition to enclosed accessory structures.

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

All properties will be able to apply for a permit for an open accessory structure.

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

Item 10A.

Tampa Bay Times
Published Daily

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

$$\}_{ss}$$

Before the undersigned authority personally appeared **Deirdre Bonett** 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: ORDINANCE 2024-02** was published in said newspaper by print in the issues of: **5/29/24** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida and that the said newspaper has heretofore been continuously published in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not 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.

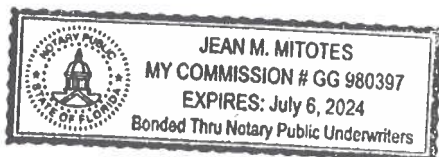
Signature Affiant

Sworn to and subscribed before me this 05/29/2024

Signature of Notary 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 2024-02 on Wednesday, June 12, 2024, at 6:00 p.m.** The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The title of said Ordinance is as follows.:

ORDINANCE 2024-02

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

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 proposed Ordinance 2024-03, please contact the Community Development Director at 707-391-9951, ext. 255 or 244 or email to jrowan@maderirabeachfl.gov.

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

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during 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.

Clara VanBlargan, MMC, MSM, City Clerk



MEMORANDUM

Date: June 12, 2024
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: DISCUSS GULF BEACHES PUBLIC LIBRARY FY 25 BUDGET

Background:

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

Discussion:

Gulf Beaches Public Library Total (annual) Budget:

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

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

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

Population Stats:

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

Percentages per City/Town:

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

Calculation:

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

Final Annual Dollar Amounts Due per City/Town:

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

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

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

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

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

Gulf Beaches Public Library Budget 2024-2025

Township Allocations

Population Stats:

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

Percentages per City/Town:

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MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Clint Belk, Fire Chief
DATE: Jun 12, 2024
RE: **IAFF Collective Bargaining Agreement FY 24 to FY 27**

Background

IAFF Local 4966 and the City of Madeira Beach have reached an agreement for a new three (3) year collective bargaining agreement effective October 1, 2024 through September 30, 2027. The current agreement is set to expire on September 30, 2024.

Union and City only agreed to minor changes to a few contract sections involving holidays and leave, insurance/pension, and work week/overtime, with the most significant change to the pay/step plan structure incorporated as Appendix A, MBFD 2025 to 2027 Step Plans.

Fiscal Impact

Fiscal impact will be 38% pay increases over the three (3) years of this agreement, acting positions will receive 5% (Driver/Engineer) and 7.5% (Lieutenant) of their hourly rate when in an acting position versus \$0.50 and \$1.00, respectively. Total first year impact estimated at just over \$200,000.00.

Attachments

Madeira Beach 2024-2027 IAFF Contract

Madeira Voting Results CBL 2024

MBFD '25 – '27 Step Plans

City of Madeira Beach and
Pinellas County Professional Firefighters
IAFF Local 4966



October 1, 2024 thru September 30, 2027

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ARTICLE 1

PREAMBLE

- Section 1.** Pursuant to Florida Statutes § 447.309, this Agreement is entered into by and between the City of Madeira Beach, a Florida municipal corporation, hereinafter called the “City” and the Pinellas County Professional Firefighters Association, IAFF, Local 4966, hereinafter called “the Union.”
- Section 2.** The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the City and employees represented by the Union, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise, and to set forth the agreement between the Parties concerning wages and other terms and conditions of employment.
- Section 3.** The Parties recognize that the best interests of the community will be served by assuring the public, at all times, of the orderly and uninterrupted provision of fire protection services in the most efficient manner possible.

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ARTICLE 2

RECOGNITION

- Section 1.** The City of Madeira Beach hereby recognizes the Pinellas County Professional Firefighters Association Local 4966 as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees represented by the Union, which currently consists of all Firefighter/EMTs, Firefighter/Paramedics, Driver Engineer/Paramedics, Fire Inspectors, Fire Lieutenant/EMTs, and Fire Lieutenant/ Paramedics.
- Section 2.** The Union hereby recognizes the City Manager or his/her representative as the public employer's representative for the purpose of collective bargaining. It is recognized by both Parties that the designation of authority vested in the Fire Chief pursuant to the terms of this Agreement shall also be fully vested without limitation in the City Manager who, by the City's Charter, serves as the City's chief executive officer.
- Section 3.** For purposes of this Agreement, the terms member, bargaining unit employee, and employee shall be synonymous.
- Section 4.** Should the City establish new job classifications within the Fire Department that are recognized by the Florida Public Employee Relations Commission as being represented by the Union, the City shall, not less than thirty (30) days prior to staffing such classifications, initiate bargaining with the Union concerning the wages and other terms and conditions of employment for the newly created classifications.

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ARTICLE 3

REPRESENTATIVES OF PARTIES

- Section 1.** The City agrees that, during the term of this Agreement, it will deal only with the authorized representatives of the Union in matters requiring mutual consent or other official action called for by the Agreement. Authorized representatives shall be defined as elected Officers of the Union and duly elected or appointed stewards, provided that notification has been provided in writing to the Office of the Fire Chief within 72 hours of any change in elected Officers or appointed stewards. The Union agrees to notify the City of the name of such authorized representatives as of the execution of this Agreement and replacement thereof during the term of this Agreement.
- Section 2.** The Union likewise agrees that, during the term of this Agreement, it shall deal only with the City Manager or his/her representative in matters requiring mutual consent or other official action.
- Section 3.** The City, the Union, and the bargaining unit members agree that from time to time, issues may arise which are not specifically addressed by this Agreement or on which this Agreement is ambiguous. The bargaining unit employees and the City do hereby designate and vest with their authorized representatives the ability to execute memoranda of understanding addressing such situations or clarifying ambiguous contract language. All such memoranda of understanding shall be signed by the City Manager and Union President. This section shall apply only in the event of consent by both Parties and neither Party is obligated to execute a memorandum of understanding the Party does not accept.

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ARTICLE 4

MANAGEMENT RIGHTS

- Section 1.** Except as expressly provided for in the Agreement, the City retains the sole right to manage its operations and direct the working force, including the rights to decide the number and location of stations, the acquisition and operation of vehicles and equipment, the scope of service to be performed, the method of service, the scheduling of work time; to contract and sub-contract existing and future work, to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to maintain order and efficiency in its stations and locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever, in the opinion of the employer, good business judgment makes such curtailment or discontinuance advisable; to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to determine the starting and quitting time and the number of hours to be worked; to establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of economy, efficiency, technological change or operating requirements; and to have complete authority to exercise those rights and powers incidental thereto, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement.
- Section 2.** If a local state of emergency covering the City is declared by the Mayor or Governor, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, providing that the wages and benefits provided for under this Agreement shall not be suspended as a result of such declaration.
- Section 3.** The above rights of the employer are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the employer in its capacity as management of the Fire Department of the City of Madeira Beach. Any of the rights, powers, and authority the employer had prior to entering this Collective Bargaining Agreement are retained by the employer, except as expressly and specifically abridged, delegated,

granted, or modified by the Agreement. Those inherent and common law management functions and prerogatives which the employer has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly subject to the grievance procedure.

Section 4. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly, waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

Intentionally left blank.

ARTICLE 5

NON-DISCRIMINATION

- Section 1.** Neither the City nor the Union will in any way discriminate against a member because of membership or non-membership in the Union, or on the basis of race, creed, color, national origin, religion, age, or sex. A member's claim of unlawful discrimination based on race, color, national origin, religion, age, marital status, or sex, as well as any other categories covered by state or federal anti-discrimination laws, shall be pursued by that member pursuant to the City's policies and procedures regarding the filing and investigation of such claims. If the member is dissatisfied with the outcome of any such investigation, the member may further pursue his or her claim in a court of appropriate jurisdiction, as provided for in the Florida Civil Rights Act, Title VII of the Civil Rights Act, the Americans with Disabilities Act, or the Age Discrimination in Employment Act. Nothing herein shall prohibit the Union from providing such advocacy and assistance to its complaining member as it and the member deems necessary.
- Section 2.** The City and the Union agree that the provisions of this Agreement shall be applied equally to all members of the bargaining unit, except as is otherwise specified herein.
- Section 3.** The City and the Union agree to abide by the laws of the State of Florida and the rules and regulations of the Public Employees Relations Commission.
-

Intentionally left blank.

ARTICLE 6

NO STRIKES / NO LOCK-OUT

- Section 1.** The Union and its members agree to this no strike pledge in return for a full and fair hearing of disputes as a peaceful means of resolving differences as outlined in the Grievance Procedure.
- Section 2.** The Union and the City will attempt to settle any future contract disputes in a fair and reasonable manner in accordance with applicable laws.
- Section 3.** There shall be no strikes, picketing, job action, work stoppage, slowdowns, boycotts, or concerted failure to perform assigned work during the term of this Agreement. Picketing as used herein shall mean any action which has the intent or effect of prohibiting members from reporting to work or continuing to perform their normally assigned work. "Strike" means the concerted failure to report for duty, the concerted absence of members from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of members from the full and faithful performance of their duties of employment with the City, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the City, and the concerted failure to report for after the expiration of a collective bargaining agreement and picketing in furtherance of work stoppage.
- Section 4.** Any member to be found in violation of the above shall be subject to discipline, up to and including discharge, and only the question of whether or not the member instigated, ratified, sanctioned, or participated in such action shall be subject to the Grievance and Arbitration Procedure and Florida Statute 447.
- Section 5.** Further it is understood and agreed by the parties that the nature of the work in this Department bears directly upon the safety and welfare of the

public at large and that any violation would give rise to irreparable damage. To that end, the Union agrees that neither it nor any of its agents, representatives or members shall sanction, ratify, approve, condone, or participate in any of the above activities and that if such prescribed activities take place that the Union through its representatives and agents will make every reasonable effort to ensure that such action immediately ceases.

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ARTICLE 7

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. The purpose of this Article is to establish a procedure for the orderly, fair, and expeditious adjustments of grievances and for settlement of disputes between the City, Union and employees involving the interpretation or application of this Agreement. A grievance is defined as a complaint arising out of alleged violations concerning wages, rates of pay and other terms and conditions of employment addressed by this Agreement, whether or not the terms or conditions of employment are also covered by other employer documents. Should the City contend that a filed grievance is not grievable under this Agreement, the issue of grievability shall be ruled on by an arbitrator prior to the arbitration of the underlying grievance.

Section 2. A grievance shall be presented within ten (10) calendar days of the date on which the action supporting the grievance occurred. In the event the grievant is a Fire Lieutenant, the grievance shall be initiated in writing at the level of the Fire Chief.

1. An employee or the Union may discuss the complaint orally with any Fire Officer. The Officer shall attempt to adjust the complaint within the shift within the range of authority granted to him or her by the Fire Chief. It is understood that because the Fire Officers are part of this bargaining unit, the interpretation or application of this Agreement by such persons are not binding upon the City, but rather are subject to independent review and determination by the Fire Chief.
2. If the complaint is not resolved, a grievance may be submitted in written form using the agreed upon form incorporated into this Agreement to the Fire Chief within ten (10) calendar days from the time of discussion in Step one. The written grievance should set forth the following:

A. A statement of the grievance and the facts upon which it is based.

1. How did you determine these facts?
2. How does the grievance affect the member?
3. What rule or article is being grieved?
4. The remedy or adjustment requested.
5. The signature of the aggrieved employee.

B. A meeting shall be set up with the Fire Chief, aggrieved employee, and Union Officer within ten (10) calendar days of the submission of the written grievance. If the matter is not resolved at this meeting, the Fire Chief shall give his or her written response to the grievance within ten (10) days to the aggrieved employee and the Union.

Section 3. If the matter is not resolved, the aggrieved employee or the Union may appeal the grievance to the City Manager within ten (10) calendar days from the date of the written response from the Fire Chief. The City Manager shall schedule a meeting with the Union, Management, and Grievant within ten (10) calendar days after receipt of the grievance in order to discuss and seek a solution. A written response from the City Manager shall be given within ten (10) calendar days after the meeting. In the event the City Manager, Fire Chief, or Union President is unable to meet any of the deadlines set forth herein due to illness, business, conference, etc.), the relevant deadline shall be appropriately extended to allow the relevant meeting or response to occur as soon as reasonably possible after the return of the absent official.

Section 4.

- A. If the matter is not resolved as provided in Step 3, the grievance may be submitted to arbitration by the Union or the aggrieved employee. Written notification of intent to arbitrate the grievance shall be provided to the City Manager within ten (10) calendar days of her or his written Step 3 response.
- B. The Parties shall attempt to agree upon an independent arbitrator. If this cannot be accomplished within ten (10) calendar days, a panel of seven (7) arbitrators will be requested from the Federal Mediation and Conciliation

Service. To limit expenses of arbitration, arbitrators shall either be based in Florida, or agree to waive travel expenses or to conduct the arbitration via remote video. The Parties shall alternately strike with the grievant striking first until one name remains. The arbitration shall be conducted under the Florida Arbitration Code (Florida Statutes Chapter 682) and the rules of the FMCS, except as modified by this Agreement. Subject to the following, the arbitrator shall have the jurisdiction and authority to hear a grievance as defined in this Article.

1. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.
 2. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to Arbitration, which is to be pursued under applicable state or federal law, which is not a grievance as defined in this Article or which is not specifically covered by this Agreement.
 3. The arbitrator shall confine him/herself exclusively to the question(s) presented to him/her, which question(s) may not be hypothetical, and which must have been set forth in the grievance form.
- C. Copies of the award of the arbitrator made in accordance with the jurisdictional authority under this Agreement shall be furnished to both parties within thirty (30) calendar days of the hearing and shall be final and binding on both parties subject only to either party's right of appeal as provided by law.
- D. The Arbitrator's decision shall be implemented by the appropriate parties immediately upon becoming final.

Section 5. Each Party shall pay its own expenses for its representative, counsel, and witnesses. The fee of the Arbitrator shall be borne by the losing Party as determined and invoiced by the Arbitrator. Where the Union represents the aggrieved employee in the Arbitration proceeding and the Arbitrator determines in favor of the City, the Union will be considered the losing

party. In the event of a compromise award, the Arbitrator's fee shall be borne equally by the Parties to the arbitration.

Section 6. An employee having a complaint shall have the right to take the matter up with his/her Union Officers during working hours if it does not interfere with normal operations.

Section 7. The time limits established in this Article may be extended by mutual written agreement between the City Manager and the Grievant or Union President. Grievances not appealed in writing to the next step as provided in this Article shall be considered resolved on the basis of the last decision. A grievance not answered within the limits prescribed for the employer at each step shall entitle the employee to advance the grievance to the next step.

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UNION GRIEVANCE

CITY OF MADEIRA BEACH

Grievance No. _____

Please attach any statements or information to support your grievance. Type or print neatly.

EMPLOYEE NAME: _____ Work Telephone: _____

Classification/Rank: _____ Shift: _____ Division: _____

Date of Occurrence of Grievance: _____

Article and section of Agreement alleged to have been violated:

Please check appropriate box: () Step 2-Fire Chief () Step 3-City Manager

DESCRIBE all of the facts concerning the grievance (date, time, place, persons involved, etc.)

REQUESTED REMEDY:

EMPLOYEE/UNION:

DEPARTMENT/CITY:

Signature (*Employee filing grievance*) Time/Date

Grievance received by (Signature)

Union Rep Signature

Time/Date

Time/Date of receipt

As provided by the Pinellas County Professional Firefighters Association, IAFF, Local 4966, contract, I wish to appeal my grievance to Step 2 or 3, as applicable.

Signature (*Employee filing grievance*) Time/Date

Grievance received by (Signature)

Union Rep Signature

Time/Date

Time/Date of receipt

UNION GRIEVANCE

CITY OF MADEIRA BEACH

RESPONSE

Grievance No. _____

This form is to be used by the Fire Chief/Designee and the City Manager to respond to Step 2, and Step 3 Union Grievances.

To: _____

Employee/Grievant or Union Rep

From: _____

Fire Chief/Designee or City Manager

Date Grievance Filed: _____

Date of Hearing: _____

The following is in response to the above-referenced grievance. (Attach additional sheets if necessary.)

Hearing Officer's Signature: (Fire Chief/Designee or City Manager)

Date:

ARTICLE 8

REPRESENTATION/CONSULTATION

- Section 1.** Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party. The Union will furnish the City Manager with a written list of the Union's bargaining team, prior to the first meeting, and substitution changes thereto, if necessary.
- Section 2.** Fire Department Management in the spirit of cooperation will notify the officers of the Union of anticipated major changes in formal operating or working conditions within a reasonable time but not less than thirty (30) days prior to implementation.
- Section 3.** Copies of tactical orders or training bulletins affecting Union members shall be made available to the Union when issued.
- Section 4.** Members shall have the right to meet and consult with any supervisory or managerial official via the appropriate chain of command. The member shall explain to his or her immediate supervisor the nature of his or her request (personal or departmental business). Members shall have the right to Union representation in those meetings and consultations.
- Section 5.** The City shall recognize a maximum of four (4) Union representatives who are City employees, who may be released from duty without pay to negotiate a collective bargaining agreement between the City and/or Fire Department and the Union. The release of such on-duty employees shall be at the sole discretion of the Fire Chief, it being understood that the intent of this Section is to not negatively impact service levels or to cause any direct or indirect cost to the City. Employees so released may use compensatory time, accrued annual or holiday leave, and/or Union time if available, for the time they are released.
- Section 6.** The name of the Union representative shall be given in writing to the City Manager as well as any change prior to the effective date of the representative assuming duties of office. Such notification shall be made by the Union.

Section 7. There shall be one (1) Union representative on each shift whenever possible.

Section 8. An aggrieved employee shall have the right to take the grievance up with his or her shift union officer during working time, provided that the employee and the union official shall not interfere with the normal operations of the department.

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ARTICLE 9

DISCIPLINE AND DISCHARGE

Section 1. The City shall have the right to discipline any employee for the violation of any City or Department Rule or Regulation for just cause. Initial probationary employees do not have grievance and arbitration rights for disciplinary actions up to and including termination of employment. Promoted employees do not have arbitration rights over a decision by the City to demote the newly promoted employee to his or her prior position based on failure to satisfactorily complete the promotional probationary period. However, the reasons for a demotion decision shall be documented by the Fire Chief and can be grieved up to the City Manager level pursuant to Article 7. The probationary periods referred to above shall be one year from the date of hire and six calendar months from date of promotion as applicable, with the option at the City's sole discretion to extend up to an additional three calendar months or, in the case of a new hire with experience from another agency, reduce the established period.

Employees may be disciplined by written warning, demotion, suspension or discharge for violation of the City or Department Rules and Regulations or any action or failure to act which in the opinion of the Fire Chief adversely affects the ability of the employee and/or fellow employees to efficiently perform their job responsibilities and/or adversely affects the efficient operation of the City Government or any department, division, or area of the City.

The City recognizes the following types of disciplinary action:

1. Written warning
2. Suspension without pay
3. Demotion
4. Combination of the above
5. Discharge

Section 2. Disciplinary notices shall not be placed in the employee's personnel file before the employee has been informed of such action. The employee shall be asked to date and sign all written reprimands and notices of misconduct; however, the signature does not imply agreement. If the employee refuses to sign a written reprimand or notice of misconduct, this action shall be noted on the document. The absence of an employee's signature does not diminish the status of the action. The City will furnish to the Union representative upon request copies of the forms prepared by the City covering personnel action which are subject to disclosure under the Public Records Act.

Section 3. When conducting an investigation of a member covered by the Firefighters' Bill of Rights (part VIII of Chapter 112, Florida Statutes), any interrogation of the member shall be conducted following the procedures set forth in Florida Statutes § 112.82.

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ARTICLE 10

PRE-TERMINATION HEARINGS

- Section 1.** Pre-Termination Hearing, as used in this Article, shall mean a meeting between the Fire Chief, City Manager, or designee, for the purpose of informing the employee of the disciplinary violations the City believes the employee has committed, and that termination is being considered. The employee shall be afforded the opportunity to present such facts, documents, and arguments as he or she may desire in response to the charges and the proposed disciplinary action. Once completed, the Chief, Manager or designee shall conduct such further investigation or review as may be necessary to follow up on the information and arguments presented by the employee in his or her defense.
- Section 2.** Notice of a Pre-Termination Hearing shall be given 72 hours in advance to any member who is brought up on charges that could lead to termination.
- Section 3.** The member shall be afforded due process during the Pre-Termination Hearing.
- Section 4.** No member shall be terminated without being afforded the opportunity to attend a Pre-Termination Hearing unless waived by the member.
-

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PRE-TERMINATION NOTICE

DATE OF NOTICE: _____

EMPLOYEE NAME: _____

DEPARTMENT: _____ CLASSIFICATION: _____

VIOLATION: _____

FACTS/circumstances/reasons for termination:

You have the right to respond in writing to the charges, and the right to respond orally before the official charged with the responsibility of making the termination decision.

_____ is the date on which the official charged with the responsibility of making the termination decision will hear or consider any oral or written presentation that you desire to present. Said date will be not sooner than seventy-two (72) hours, said time not to include holidays or weekends, from the time this Notice is delivered to you. You may submit any written material prior to or at the interview and may appear and make any desired oral presentation at such interview.

Your failure to present any written statement or oral presentation at the pre-termination interview above referred to will result in a decision being made to terminate you, and at that point all employee rights and benefits will cease.

This pre-termination procedure will be supplemental to any other grievance procedures which may be available to you, and this procedure is a required initial step prior to any other procedure by the Employee Service System Rules, Union Contract, department rules or administrative procedures.

The "official charged with the responsibility of making termination decisions" will consist of the City Manager or her/his designee.

My signature below indicates only that I have received and read the above notice.

(Employee)

(Date)

ARTICLE 11

WORK WEEK AND OVERTIME

- Section 1.** The Fire Department duty hours for shift employees shall be twenty-four (24) hours on, and forty-eight (48) hours off, unless otherwise assigned as permitted by this Agreement. Shifts will begin at 7:00 a.m. and end at 7:00 a.m. on the following day. Annual, sick and holiday time shall be counted for the purpose of computing overtime pay. The work period for twenty-four (24) hour shift employees is fourteen (14) consecutive days. Employees will be compensated at the overtime rate of one and one-half times their regular rate of pay for each hour of time worked (as defined herein) in excess of one hundred six (106) hours in the work period. Shift employees may be assigned to a schedule other than the 24/48 schedule outlined above for light duty, to accommodate training and special assignments, and for other legitimate reasons.
- Section 2.** Employees covered by this Agreement shall be considered on duty when required by the City to respond to an emergency, performing firefighting functions and performing directed extra duty assignments during the employee's normal off duty time.
- Section 3.** Overtime shall be paid at the rate of one and one-half times the employee's straight time hourly rate of pay. Employees shall be compensated a minimum of two (2) hours overtime pay for each court appearance which occurs during regular scheduled off duty hours.
- Section 4.** Employees shall be required to work overtime when requested unless excused by the City. In the event any employee is required to work overtime, he/she will not be required to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked, nor shall it be the intent of the City to assign work hours to avoid the payment of overtime; however, nothing in this section shall prohibit the City from scheduling the work week to make best use of available manpower to minimize overtime.

Section 5. Call Back Pay

- A. Call back pay is provided to compensate employees ordered to return to work on an unexpected basis after completing a regularly assigned shift of work or a regularly assigned week of work.
- B. Call back work is work to be performed which is of an emergency or unexpected nature and should not be associated or confused with the monthly department shift/work schedule or anticipated additional work requirements.

Call back pay shall be granted as follows:

- 1. The minimum total hours paid, including regularly scheduled hours, per call back occurrence shall be two (2) hours. Call back time will include no more than one half ($\frac{1}{2}$) hour travel time.
 - 2. An employee shall not receive call back pay for more than two (2) occurrences in a twenty-four (24) hour period. If the employee is called back to work more than two (2) times in a twenty-four (24) hour period, the employee shall be paid for the number of hours from the beginning of the first call back period to the end of the last call back period.
 - 3. Call back pay shall be at the overtime rate. The employee shall be responsible for correctly documenting call backs on the payroll time sheets.
- C. An employee who has not left the premises and is required to continue working after the completion of his/her shift shall be ineligible for call back pay.

Section 6. Shift Exchange

Upon approval of the Fire Chief or designee, employees covered by this Agreement shall be permitted to exchange shift assignments on a day-to-day basis, as well as for an entire shift period. Approval for any shift exchange shall be in accordance with Departmental policy.

Section 7. Light Duty Policy

Light duty is defined as those activities an employee can perform which do not require a type of physical activity that may aggravate an injury or illness. An employee must be released by the treating physician for light duty and must have the approval of the Fire Chief and City Manager. The City may, at its option, seek a second opinion from a physician of its choice regarding an employee's ability to work light duty or in his/her regular job. The City is not obligated to provide light duty for off-the-job-related injuries and/or illness. Employees with on-the-job related injury, illness or other medical condition may be assigned to light duty based on the needs of the Fire Department and the City. Any employee who is required to be on light duty due to on-the-job-related injuries or illness shall be compensated at his/her normal salary. The City will make every reasonable effort to provide an employee with light duty although it is not required to create work, or to relieve an existing employee from his or her duties to provide such work.

Compensation for non-job-related injuries or illness will be at the discretion of the City Manager. It shall be the goal of the City to return the light duty employee to full time status as soon as possible, based on competent medical evaluation.

Section 8. Compensatory Time

Employees who work beyond the allowable hours within a work period will be paid at the overtime rate. The City will not grant compensatory time in lieu of overtime unless the employee requests it in writing and in advance to working the overtime hours and it is approved by the Fire Chief. The Fire Chief may approve the request consistent with work requirements provided the granting or use of this compensatory time will not result in additional overtime or otherwise unduly interfere with the efficient and cost-effective operation of the

Department. All compensatory time accrued will be exhausted prior to using any vacation days. The payout of any accrued compensatory time will be in accordance with FLSA provisions.

Section 9. Minimum Staffing of Suppression Vehicles

The minimum staffing on fire suppression vehicles shall be the levels specified in NFPA 1710, as may be amended from time to time.

Section 10. Work Week and Overtime for Members in Minimum Standards Academy or Paramedic School.

A. Minimum Standards Academy

1. The work week for members attending a full time 40hr/week minimum standards academy will consist of the class schedule only with no shift requirements until the completion of their training.
2. The member shall be compensated at his/her normal salary while attending the 40hr/week minimum standards academy.

B. Paramedic School

1. Members in paramedic school will work their normal shift schedule, however, they will be excused with Education Leave any time class occurs while on duty.
2. No overtime will be paid for class or clinical hours occurring off duty.

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ARTICLE 12

PAY

Section 1. Pay

- A. Effective October 1, 2024, employees will be paid pursuant to the Step Plan (**Appendix "A"**), which plan will be effective until September 30, 2027.
- B. Employees will advance to the next highest step in the Step Plan on their anniversary dates.
- C. Any change in the Step Plan which resulted from the negotiation of this Agreement will be reflected in **Appendix A**.

Section 2. Progression/Reclassification within the Pay Plan

- A. Employees accepting a promotion in rank will be paid at their corresponding step in the Driver, Fire Inspector, or Lieutenant Pay Scale. Drivers, Fire Inspectors, and Lieutenants will be placed on probation status during the first six (6) months following promotion.
- B. The bi-weekly pay for members of the bargaining unit will be an equal amount for each pay period based on 106 hours at the regular hourly rate and 6 hours at a rate of 1.5 of the regular rate.
- C. The Fire Inspector position is a 40-hour work week, all hours worked in excess of forty (40) hours in a seven (7) day period shall be compensated at the rate of time and one half. Paid absences shall not be counted in the computation of overtime.

Section 3. Staff Assignments

- A. Any employee who meets the required state certification guidelines and is assigned by the Fire Chief to perform Fire Inspections or Public Education

functions as a part of her or his normal duties shall receive an additional \$50 per pay period.

- B. Any employee assigned by the Fire Chief to serve as Fitness Trainer shall receive an additional \$25 per pay month.
- C. Any Lieutenant that is assigned by the Fire Chief to function as Operations Officer, Training Officer, and/or EMS Officer shall receive an additional \$70.00 per pay period.

Any meetings and/or other related activities as approved by the Fire Chief that must be done by employees assigned under this Section on hours other than the normally assigned shift will be compensated in accordance with Article 11, Section 3 of this Agreement.

Section 4. Acting Assignments

- A. Any Paramedic assigned as a Preceptor to a Student shall receive an additional 2.5% of their hourly rate being earned at the time for each hour functioning in that capacity.
- B. Any employee who is certified as a Fire Service Apparatus and Pump Operator in the State of Florida shall receive an additional 5% of their hourly rate being earned at the time for each hour acting as Driver/Engineer. This does not prevent other firefighters from driving and operating the engine/pumper, nor shall the lack of a certified driver cause shift overtime.
- C. Any Firefighter assigned by the Fire Chief to work in the capacity of "Acting Lieutenant" shall receive an additional 7.5% of their hourly rate being earned at the time for each full hour which he or she serves in the acting capacity. Acting Officer pay does not apply to scheduled shift exchanges between Lieutenants and Acting Lieutenants.

Section 5. Lead Paramedic "Seat Pay"

Any time that a member functioning as the Driver/Engineer or Lieutenant is tasked with being the Lead Paramedic in addition to their normal duties they will receive a 5% increase to their hourly rate of pay being earned at that time.

Section 6. Salary Deduction for Education

Anyone hired that requires either:

A. Paramedic licensure

Or

B. Minimum Standards Certification

will have their salary deducted by the costs of the associated school distributed over two (2) years for Paramedic and one (1) year for Minimum Standards. The establishment chosen to provide the required licensure or certification is at the discretion of the Fire Chief so as to not limit the department and to ensure the employee completes this process in an expeditious manner. Starting salary will be step one as outlined in the Collective Bargaining Agreement (CBA) with deductions beginning once The City of Madeira Beach makes the initial payment to the institution, either partial or in full.

If a candidate is unsuccessful in completing the required education related to employment with Madeira Beach Fire Department within a three (3) year period from the date of hire, the employee can be terminated while also required to reimburse The City of Madeira Beach for any and all funds made payable to the institution. The decision for termination will be on a case-by-case basis dependent on varying factors with input provided by Human Resources and City Administration. This pay reduction does not replace the reimbursement obligation as outlined in Article 36, #13 in the CBA.

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ARTICLE 13

HOLIDAYS AND LEAVE

Section 1. Holidays

A. The following are the recognized holidays for bargaining unit employees of the City.

- (1) New Year's Day
- (2) Employee's Birthday
- (3) Memorial Day
- (4) Independence Day (July 4th)
- (5) Labor Day
- (6) Veteran's Day
- (7) Thanksgiving Day
- (8) Christmas Eve
- (9) Christmas Day
- (10) New Year's Eve
- (11) Two (2) Floating Holidays
- (12) Martin Luther King's Day
- (13) Any Recognized City Holiday

B. Firefighters will be paid at the rate of 12 hours per holiday on their next bi-weekly payroll which will be computed at the regular pay rate. Firefighters who are on duty for that holiday will be paid 18 hours on their next-bi-weekly payroll which will be computed at the regular pay rate. Employees on a forty-hour work week covered by this agreement shall be paid the equivalent of a normally scheduled day's pay (at their regular straight-time rate) for the above designated holidays as observed by the city. Should any designated holiday fall on a Sunday, the following Monday shall be observed as the official holiday. Holidays falling on Saturdays shall be observed on the preceding Friday. If an employee uses sick leave on a holiday, the employee will not be eligible to receive the holiday hours provided for herein. In the

event the employee's sick leave use on a holiday is less than 24 hours, the employee will be eligible for a prorated amount of the holiday hours provided for herein.

- C. Individual firefighters may elect to take holiday hours in lieu of receiving holiday pay. No employee shall be allowed to accrue more than 144 hours of holiday time. Any holiday hours accrued in lieu of receiving holiday pay carry no cash value.
- D. Floating Holidays (one Floating Holiday equals 12 hours) must be taken in the calendar year earned and are forfeited if unused during that year. No compensation shall be paid in lieu of taking floating holidays or at separation. Employees hired on or after July 1 of a given year shall receive only one (1) Floating Holiday in their initial year of hire and shall be able to use the time during probation. Floating Holidays may be used in the same manner as sick leave with one (1) hour notification and used in one (1) hour increments.

Section 2. Annual Leave

- A. The Annual Leave accrual for Firefighters of the City of Madeira Beach is as follows:
 - 1. Employees with less than five (5) years of uninterrupted service shall receive fourteen (14) hours of Annual Leave per month beginning with the month following the first month of employment. This provides one hundred sixty-eight (168) hours of annual leave credit per year or the equivalent of seven (7) working days. For forty-hour employees with less than five (5) years of uninterrupted service shall receive six point six seven (6.67) hours of Annual Leave per month beginning with the month following the first month of employment. This provides eighty (80) hours of annual leave credit per year or the equivalent of ten (10) working days.
 - 2. Employees with five (5) or more years of uninterrupted service but less than ten (10) or more years of uninterrupted service shall receive sixteen

(16) hours of Annual Leave per month beginning with the month following the 5th year anniversary date. This provides one hundred ninety-two (192) hours of Annual Leave credit per year or the equivalent of eight (8) working days. For forty-hour employees with five (5) or more years of uninterrupted service but less than ten (10) or more years of uninterrupted service shall receive ten (10) hours of Annual Leave per month beginning with the month following the 5th year anniversary date. This provides one hundred and twenty (120) hours of Annual Leave credit per year or the equivalent of seven (15) working days.

3. Employees with ten (10) or more years of uninterrupted service but less than fifteen (15) or more years of uninterrupted service shall receive eighteen (18) hours of Annual Leave per month beginning with the month following the 10th year anniversary date. This provides two hundred sixteen (216) hours of Annual Leave credit per year or the equivalent of nine (9) working days. For forty-hour employees with ten (10) or more years of uninterrupted service but less than fifteen (15) or more years of uninterrupted service shall receive thirteen point three three (13.33) hours of Annual Leave per month beginning with the month following the 10th year anniversary date. This provides one hundred fifty-nine point ninety-six (159.96) hours of Annual Leave credit per year or the equivalent of twenty (20) working days.
4. Employees with fifteen (15) or more years of uninterrupted service but less than twenty (20) or more years of uninterrupted service shall receive twenty (20) hours of Annual Leave per month beginning with the month following the 15th year anniversary date. This provides two hundred forty (240) hours of Annual Leave credit per year or the equivalent of ten (10) working days. Forty-hour employees will continue accruing the same time as in step 4.
5. Employees with twenty (20) or more years of uninterrupted service shall receive twenty-two (22) hours of Annual Leave per month beginning with the month following the 20th Anniversary date. This provides two hundred sixty-four (264) hours of Annual Leave credit per year or the

equivalent of eleven (11) working days. For forty-hour employees with twenty (20) or more years of uninterrupted service shall receive twenty (20) days plus one day per year of service over twenty (20) years with the maximum of twenty-five (25) days annual leave per year.

- B. Annual Leave may be accumulated from year to year up to a maximum accrual based on the schedule set forth below:

Uninterrupted Service	Maximum Allowable Accrual
Less than 5 years	288 Hours
5 years or more but less than 10 years	336 Hours
10 years or more but less than 15 years	384 Hours
15 Years or more but less than 20 years	432 Hours
20 years or more	480 Hours

- C. Persons who have been employed by the City for a period of 1 year or more shall receive payment of unused annual leave accumulated to the date of separation upon termination of City employment.
- D. Annual Leave shall not be granted in amounts less than one (1) hour increments for all 24-hour shift personnel. Employees may only take annual leave with a minimum of three (3) days advance notice and as long as no overtime is required to complete the shift. The Fire Chief, or his/her designee, has the discretion to allow an employee annual leave without the required advance notice.
- E. Employees who have annual leave accrual in excess of 92 hours may sell back 24 hours to the City once per year in November. Employees who have annual leave in excess of 200 hours may sell back 48 hours to the City once per year in November. Election to sell hours must be made prior to September 30. If the employee's accrued leave balance falls below the

minimum at the time of the check disbursement, the request shall be modified (48 hours down to 24 hours) or denied if the balance falls below 92 hours.

Section 3. Sick Leave

A. Sick leave may be granted for the following reasons:

1. Personal illness;
2. Personal medical or dental appointments;
3. For light duty time off;
4. For personal illness or injury of immediate family residing in the same household.

B. Sick leave will be earned by Firefighters at the rate of fourteen (14) hours per month beginning with the month following the month of employment and continuing each month thereafter up to a maximum accrual of 720 hours. Sick leave will be credited twelve months per year. Absence from a day of duty due to illness will be charged on an hourly basis. Sick leave may be used to the extent that it has been accumulated but may not be advanced to employees who have no sick leave credit balance. This program provides 168 hours of sick leave credit per year. For forty-hour employees sick leave will be earned by Firefighters at the rate of eight (8) hours per month.

C. An employee must notify the Fire Chief or designee of illness or any other reason for which sick leave may be granted, but leave must be requested from the Fire Chief or designee no later than thirty (30) minutes from the scheduled start of the employee's normal shift. An employee must notify the Chief or designee of illness or any other reason for which sick leave may be granted before departing at any other time of day. Failure to comply with the above-mentioned procedures may result in a loss of pay for sick leave.

D. The Fire Chief may request a doctor's certificate of proof of illness after the second consecutive shift of illness or where otherwise necessary to verify the employee's condition and/or fitness for duty.

- E. Upon separation from City employment, employees will be paid 50% of accrued sick leave provided that separation is under "good terms." "Good Terms" is defined as providing two weeks written notice prior to resigning and not pursuant to any disciplinary action.

Employees who retire under the FRS program meeting the 25 years or age 55 requirement, disabled employees, and line of duty death employees will be paid 75% of their accrued sick leave.

- F. In the event an employee is laid off for lack of work and re-employed by the City within a two-year period, he/she shall be credited with the sick leave accumulated as of the day of such layoff minus any sick leave paid out at the time of separation.
- G. If a bargaining unit employee has exhausted all of his or her sick leave, other bargaining unit employees may upon request make donations of sick leave pursuant to City policy.

Section 4. Leave with Pay

- A. Leave with pay shall be authorized by the Fire Chief in order that employees may serve required jury duty, military training, or active military duty.
- B. An employee called for jury duty shall be paid, for the period during which such employee is called for jury duty, the difference between the employee's daily or hourly pay from the City and the amount of daily jury duty pay the employee received while on jury duty for all days or periods for which such employee was scheduled to work for the City. Such leave with pay shall commence on the first day such employee is called for jury duty.
- C. An employee called to military training or active military duty shall be paid the difference between the employee's daily or hourly pay from the City and the amount of such employee's daily or hourly military pay while engaged in military training or active military duty for all days or periods for which such employee is scheduled to work for the City for a maximum of thirty (30) calendar days per year. For the purpose of this subsection, a calendar

year will begin on the first day the employee is entitled to leave with pay under this subsection. Leave with pay under this subsection will commence on the first day of military training or active military duty.

- D. Employees will accrue Annual and Sick Leave while in a leave with pay status.
- E. There shall be no exceptions to the above without prior written approval of the City Manager.

Section 5. Leave Without Pay

- A. A leave of absence without pay may be granted by the City Manager to a regular full-time employee for any of the following reasons:
 - 1. Illness or disability.
 - 2. Maternity.
 - 3. To engage in a course of study.
 - 4. For other good reasons which are considered to be in the best interest of the employee and the City.
- B. In no instance shall a leave of absence exceed a period of one year, unless approved by the Board of Commissioners.
- C. Employees will not accrue Annual or Sick Leave while in a leave without pay status.

Section 6. Disability Leave

An employee who sustains a job-connected disability shall be entitled to the following benefits, but only after a thorough investigation by the Fire Chief.

- A. An employee shall be entitled to receive his/her salary less all worker's compensation benefits due him/her for a period not to exceed three (3) months beginning with the date of disability.

- B. If an employee is unable to return to work at the end of the period to which he/she is entitled, his/her case shall be reviewed by a committee comprised of the Fire Chief, the City Manager, and the Human Resource Manager. After thirty (30) days, an employee is not entitled to earn sick leave or annual leave while he/she is receiving workers' compensation benefits.
- C. All members of the bargaining unit shall receive the same benefit of Long-Term Disability Insurance as all other full-time city employees receive.

Section 10. Bereavement Leave

- A. Employees covered by this Agreement may be granted time off with pay at the straight time rate, not to exceed one (1) shift, to attend the funeral of an employee's immediate family member. Bereavement leave must be taken within the seven consecutive calendar days surrounding the date of the funeral.

If the funeral is to be held outside the state of Florida, the employee may be granted two (2) shifts under the same terms. Such leave shall be granted by the Fire Chief. Bereavement Leave shall be counted for the purposes of computing overtime.

- B. For the purpose of this Article, the employee's immediate family shall be defined as the employee's spouse, father, mother, son, daughter, brother, sister, aunts, uncles, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepchildren, nieces and nephews, domestic partners, first cousins, any person cohabitating in the same household.
- C. Bereavement leave shall not be charged to annual leave.
- D. Should an employee require additional time other than provided in Section 1 of this Article, he may request the additional time from the Fire Chief. Any additional time used shall be charged to annual leave or leave without pay.

- E. The employee shall, at the discretion of the Fire Chief, provide the department with proof of death in his immediate family as defined in Section 2 of this Article before compensation is approved.

Section 8. Military Leave

Military leave shall be as provided by City policy.

The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty unless excused by law. Such an order or statement must accompany the formal request for military leave.

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ARTICLE 14

ANNUAL PARKING PASS

Each employee shall receive at no charge a parking pass for the City of Madeira Beach which shall be valid for one calendar year upon ratification of this contract.

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ARTICLE 15

INSURANCE AND PENSION

Section 1. Life Insurance

Accidental Death and Dismemberment Insurance will be provided as required by F.S. 112.191, or any successor thereto.

Section 2. Other Insurance

The City provides life and accident insurance, health insurance, and dental insurance on all full-time employees. Accident and health insurance policies for the employee's dependents may be purchased by the employee. The City will contribute fifty percent (50%) of the health and dental premium associated with an employee's spouse, child, or family. Information on the insurance policies is available in the City's administrative office. An employee becomes eligible for insurance during the second full calendar month of employment.

Section 3. FRS Enrollment

The City provides retirement benefits through the Florida Retirement System (FRS) for all full-time firefighters at no cost to the employee. Contribution rates and available benefits are established by the Florida Retirement System.

Section 4. Supplemental Cancer Coverage

The City will fund supplemental cancer coverage for each actively employed and future members of this collective bargaining unit for employee only coverage.

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ARTICLE 16

PHYSICAL FITNESS

Section 1. Physical Fitness Goal

The goal of the physical fitness program is to improve the health and physical endurance of firefighters in all ranks. Reaching this goal will increase safety and reduce injury. All bargaining unit employees shall participate in a departmental physical fitness program developed by the Department Fitness Coordinator and approved by the Fire Chief. Participatory requirements will be in accordance with established departmental policies. In the event the Fire Chief decides to effectuate changes to the existing physical fitness program, the changes will first be reviewed with the Union and an opportunity for impact bargaining afforded to the Union upon request at least thirty (30) calendar days before implementation.

Section 2. Physical Examinations

- A. Employees covered by this Labor Agreement will be allowed as a benefit to undergo an Annual Physical Examination by a licensed M.D., either as part of a department wide program of annual physicals as scheduled by the Fire Department or when the City has reason to question the physical or mental ability of an employee to perform his or her job duties. The City shall determine the extent of the examination, the physician, and bear the cost.
- B. The physical findings will become a matter of the employee's official physical records. The physical findings will remain as sealed documents and be retained in the Human Resource Office. The City will maintain those records in a confidential fashion as required by law.
- C. All follow-up medical work will occur through the employees' health plan or at the employees' expense.

Section 3. Minimum Fitness Standards

All staff must be able to maintain the following performance standards:

Job Performance Requirements

The JPR below is the basic entry level tasks that a firefighter is expected to be able to accomplish agreed to by Local 4966 and the City of Madeira Beach. NFPA will be used as a guideline to determine pertinent, job-related skills. These are the minimum job performance requirements (JPR).

Station 1: Donning of Bunker Gear

Firefighter shall don all protective gear and SCBA. Firefighter shall not be on air at this point. Mask is not required to be worn during this evolution.

Station 2: Ladder Raise

The firefighter will remove a 24' extension ladder from the designated area. The firefighter will walk the ladder in a shoulder carry to the designated area.

The firefighter will then raise and fully extend the ladder in a safe and controlled manner. Safe climbing angle must be confirmed as well as tying of the halyard and dogs are locked.

Firefighter will then ascend the ladder, touch the top rung, and descend the ladder once completed.

*Safety personnel will heel the ladder when the firefighter is ascending and descending the ladder.

Station 3: Stair Climb

Near the base of the stairs at the designated area, the firefighter will pick up the high-rise bag, containing its normal contents, and a section of 50' of 1 3/4" hose, pre-folded for a shoulder carry.

The firefighter will then walk an equivalent of four (4) stories. When all laps are completed the hose and high-rise bag will be placed back at the bottom of the steps. The firefighter will then proceed to the next station.

Station 4: Forcible Entry

The firefighter will pick up the sledgehammer and strike the forcible entry prop 15 times.

All strikes must be made in a convincing manner.

Station 5: Attack Line

At this point, the firefighter will don their mask and go on air.

At the attack line station there will be a charged 50' section of 1 ¾" hose with a nozzle flaked and ready for advancement.

The firefighter will then advance the charged line forward, maintaining a low profile.

No walking will be permitted during the advancement of the hose. The firefighter will then advance the hose 25'.

Once the nozzle reaches the 25' mark this will complete this station.

This will complete the JPR testing. Candidates can now doff their SCBA masks and bunker gear.

If the firefighter was able to complete all five (5) stations in 11:00 minutes or less they have successfully completed the job simulation assessment.

Failure of the member to demonstrate the ability to perform the standards during the initial test will not result in the member's being pulled from duty. However, once the inability to perform is noted, the member must be re-tested within sixty (60) days and must, at that time, be able to demonstrate full ability to perform the standards.

Failure of the member on the first re-test to demonstrate the ability to perform the standards will require a second re-test which must be conducted within thirty (30) days. At that time, the member must be able to demonstrate full ability to perform the standards.

Failure of the member on the second re-test to demonstrate the ability to perform the standards will require a third re-test which must be conducted within fifteen (15) days. At that time, the member must be able to demonstrate full ability to perform the standards.

Effective October 1st, 2022, if the member fails on the third re-test to demonstrate the ability to perform the standards, then the member will be deemed to be not qualified to continue in her or his position with the department.

ARTICLE 17

SUBSTANCE ABUSE AND TESTING

It is acknowledged that the parties intend for the City's Drug Free Workplace Program to be maintained and updated as necessary to be in accordance with the guidelines set forth by Florida Statutes. The City agrees to provide the Union with advance notice (at least thirty (30) calendar days before implementation) of any update to the City's Drug Free Workplace program. Upon prompt request of the Union within ten (10) calendar days of receiving notice, the City also agrees to meet with the Union during the advance notice period in order to discuss any questions or concerns of the Union regarding the update.

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ARTICLE 18

UNIFORMS AND PERSONAL PROPERTY

Section 1. Uniforms

The City will be responsible for selecting and providing all uniforms and equipment necessary for the performance of the required duties. At a minimum, bargaining unit employees at the time of hire shall be provided with the following: * will be replaced as needed due to wear and tear.

- One NFPA approved set of bunker gear
- 1 SCBA mask
- 4 each of duty pants, duty golf shirts, and duty t-shirts*
- 2 sets of work-out shorts*
- 1 pair of work shoes
- 1 pair of athletic shoes
- long sleeve dress shirt 1 short sleeve dress shirt, pair of dress pants, and tie 1 badge and name plate
- 2 jumpsuits*
- 1 light windbreaker
- 1 heavy winter jacket
- 1 pair of safety glasses (prescription if necessary)
- 1 hearing protector
- 1 set of twin size sheets
- 1 fanny pack
- 1 baseball style cap

The City reserves the right to issue such other uniform items and equipment as it deems appropriate in its sole discretion. Uniforms and shoes issued by the City are for on duty use only and will be replaced by the City where necessary due to normal wear and tear. Replacement due to an employee's own carelessness or negligence shall be at the employee's expense. The above items at all times remain the property of the City, and

employees shall return to the City all the above items at the time of separation.

Section 2. An employee shall be reimbursed for loss or damage to personal property necessary in the performance of his/her duty subject to the following restrictions:

The maximum reimbursement for items of personal necessity, such as prescription eyeglasses, shall be the full replacement cost up to a maximum of \$200 (two hundred dollars) per occurrence.

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ARTICLE 19

PERSONNEL RECORDS

- Section 1.** There shall be only one official record for each member, and it will be maintained in the personnel office.
- Section 2.** When any formal disciplinary action is taken, the summary of the investigation or events upon which the discipline is based shall be included in the record.
- Section 3.** All personnel records shall be held in accordance with State Law.
- Section 4.** All members shall have the right to inspect and make copies of their personnel records. No records will be hidden from a member's inspection.
- Section 5.** Letters of complaint from citizens will not be inserted in a member's personnel record unless sustained.
- Section 6.** A member shall have the right to include in the member's official personnel record a written and signed refutation (including signed witness statements) of any material the member considers to be detrimental.
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ARTICLE 20

SENIORITY AND REDUCTION IN FORCE

Section 1. City seniority is understood to mean a member's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more, which shall cause this date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the City seniority date to be adjusted.

Section 2. City seniority/anniversary date shall be used for purposes of computing vacations, pensions, service awards and other benefits based on length of service.

Section 3. Members shall lose their seniority as a result of the following:

- A. Voluntary termination
- B. Retirement
- C. Termination for legitimate reasons
- D. Absence without authorized leave for one (1) shift
- E. Failure to report to the Fire Chief or his designee intention of returning to work within five (5) days of return receipt verification of certified mail.
- F. Failure to return from military leave within the time limits prescribed by law.

Section 4. Layoff -When it becomes necessary to reduce a class of members in the department because of lack of funds, shortage of work, the abolition of a position because of changes in organization or other causes, members in that class shall be laid off on the basis of the following:

Members will be laid off in the inverse order of their length of time in City seniority except when the Fire Chief believes that a certain employee is

essential to the efficient operation of the department because of special skills or abilities, and wishes to retain this individual in preference to a person with greater length of service in seniority. The Fire Chief must submit a written request to the City Manager for permission to do so. This request must set forth in detail the specific skills and abilities possessed by the individual and the reasons why such an individual is essential to the effective operation of the department. If the City Manager approves the request, the individual may be retained.

- Section 5.** Lieutenants accepting a reduction in rank to firefighter shall retain full departmental seniority.
- Section 6.** Lieutenants accepting a reduction in rank will be paid at the corresponding step in the Firefighter scale and have their pay reduced by the percentage difference between the Lieutenant's pay grade and the pay grade of the accepted new position.
- Section 7.** Recall - Members in layoff status will retain recall rights and shall have preference to work over applicants on eligibility lists as long as they are qualified to perform the work available at time of recall. Recall will be made by certified mail to the last address in the member's records. Within fifteen (15) workdays of the certified receipt date, laid-off members must signify their intention of returning to work to the Human Resource Office.
- Section 8.** Recall will be offered to laid-off members provided they are qualified to perform the duties of the job. A laid-off member, when offered recall, who is temporarily unable to accept due to medical reasons may request an extension of time in which to accept or decline recall not to exceed thirty (30) days.
- Section 9.** Lieutenants reduced in rank under the provisions of this Article shall retain recall rights to their former position over any eligibility list. When members are recalled from layoff, the members with the greatest classification seniority shall be recalled in order of seniority or in inverse order of layoff, when time in classification was equal. When recalled, a member's classification seniority date shall remain the same.

Section 10. The City shall prepare a seniority list and furnish the same to the Union representative. Such list shall be considered correct unless objection is raised within ten (10) days of posting.

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ARTICLE 21

SAFETY OF VEHICLES AND EQUIPMENT

- Section 1.** The purpose of this Article is to eliminate from use any vehicle or equipment that is dangerous to the operator or the public.
- Section 2.** No member shall be required to operate any vehicle or equipment that is determined to be in an unsafe operating condition. The Fire Chief/ranking shift officer will be responsible for the safe operation of all vehicles under their authority and will make the final determination of whether the vehicle is safe or not.
- Section 3.** Employees may receive safety instructions.
- Section 4.** At the request of the Union, the Fire Chief shall make himself reasonably available to discuss safety issues and consider suggestions from the Union in that regard.
- Section 5.** No employee shall be asked or required to perform construction.
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ARTICLE 22

INDEMNIFICATION

Section 1. Legal defense of members and/or the payment of judgments shall be available as provided under Chapter 111, Florida Statutes and subject to provisions of Florida Statutes Chapter 768.

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ARTICLE 23

BULLETIN BOARDS

- Section 1.** The Union shall be entitled to reasonable use of one bulletin board in a work location established by the Fire Chief.
- Section 2.** The bulletin board shall be used for posting Union notices as follows:
- A. Notices of Union social or recreational affairs.
 - B. Notices of Union elections and results of such elections.
 - C. Notices of Union appointments and other official Union business.
- Section 3.** All notices shall be signed by a duly recognized officer of the Union.
- Section 4.** Any Union material not meeting the criteria of Section 2 and 3 of this Article may be removed by any member of management.
- Section 5.** All costs incidental to preparing and posting Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on the designated bulletin board and for maintaining such bulletin board in an orderly condition.
- Section 6.** All costs related to acquiring and installing the bulletin board will be borne by the Union. The size of the bulletin board shall not exceed 24" x 36".
- Section 7.** Duplicate copies of all notices posted shall be submitted to the Fire Chief prior to posting.
- Section 8.** If the Fire Chief feels that the material to be posted is inappropriate he will notify the Union and the notice will not be posted. However, if the Union feels that permission to post any Union notice has been unfairly withheld, it may resort to the grievance procedure up to and including the City Manager.

Section 9. No material will be posted on the Union bulletin board which is defamatory or obscene.

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ARTICLE 24

CHECKOFF/DUES DEDUCTION

Section 1. Employees covered by this agreement may authorize, on the prescribed form, the deduction of Union dues by execution of the Notice forms in Section 2.

Section 2. For the purpose of putting this Article into effect, the Treasurer of the Union will furnish forms to employees that desire to authorize payroll deduction of Union dues.

The form shall be as follows:

NOTICE TO CITY OF MADEIRA BEACH AUTHORIZATION FOR DEDUCTION OF UNION DUES	
I hereby authorize the City of Madeira Beach to deduct from my paycheck each pay period m union dues as certified to the employer by the Pinellas County Professional Firefighter Association, IAFF, Local 4966 in the amount specified by the Local. I understand that this authorization is voluntary, and I may revoke it at any time by giving the City of Madeira Beach notice in writing.	
Signed: _____	Date: _____
Job Title: _____	Social Security Number: _____
Date Submitted: _____	

Section 3. Payroll dues assessment authorizations are revocable at the employee's request upon thirty (30) days written notice to the employer and the Union.

Section 4. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any requests of this nature.

- Section 5.** The Union agrees to pay the employer an annual fee of \$30.00 for the service of dues deductions.
- Section 6.** The City will transmit the dues deducted in any month to the Union within ten (10) calendar days of the following month except in the case of reasonable delays.
- Section 7.** In any pay period in which there is insufficient pay to cover all other duly authorized deductions, Union dues will not be deducted from an employee's pay.
- Section 8.** The Union will initially notify the City as to the amount of dues. Such notification will be certified to the City in writing with the signature of an authorized officer of the Union. Changes in Union membership dues will be similarly certified to the City and shall be done at least thirty (30) days in advance of the effective date of such change.
- Section 9.** The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by payroll deduction of dues assessments. The Union agrees that in case of error, proper adjustment, if any, will be made by the Union with the affected employees.
- Section 10.** In the event the Union fails to deposit the City's check for union dues in a timely manner and it becomes necessary to stop payment and reissue the missing check, the Union will be charged all applicable third-party fees plus a Twenty-Five Dollar (\$25) handling fee by the City.
- Section 11.** The Union shall notify the City within seven (7) days of any change in address.
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ARTICLE 25

UNION BUSINESS

The Union Representative or his designee will be granted time off for attendance at conferences, conventions or seminars held outside the City of Madeira Beach from a Union business pool time account. All time off for the above Union business will be scheduled in advance and subject to operational requirements. On the first paycheck in March and September each bargaining unit employee who has completed a six-month probation shall place three (3) hours of leave time - annual or holiday- to the Union pool time account when union pool reaches 112 hours or below.

The proper form shall be filled out and signed each city fiscal year and is to be handled by the union.

Employees covered under this Agreement will be allowed to wear their union pin on their uniform.

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ARTICLE 26

EDUCATIONAL REIMBURSEMENT

Bargaining unit employees shall be entitled to tuition reimbursement under the same terms and conditions as established for City employees under the City's Employee Manual with the approval of the Fire Chief.

Education Leave

Each permanent employee will be eligible for education leave upon having full staffing. All classes will be approved by the Chief or his designee before receiving time off. At any time during the term of this contract, the city wishes to increase this benefit, all members will be covered under this agreement. Education leave must be approved by the Fire Chief subject to budget availability.

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ARTICLE 27

PRINTING OF AGREEMENT

The City agrees to make a written copy of the final Agreement available at the Fire Station. The City also agrees to provide the Union with a final written copy and an electronic copy of the Agreement within twenty-one (21) calendar days of final ratification and signature of all parties. Each party shall bear their own costs of printing and distributing the Agreement.

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ARTICLE 28

PREVAILING RIGHTS

All wages, hours, and terms and conditions of employment enjoyed by bargaining unit employees as of the date of ratification of this Agreement and which are not included in the Agreement shall not be changed arbitrarily and capriciously.

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ARTICLE 29

MAINTENANCE OF CONDITIONS

The City recognizes that certain conditions of general application to all City employees exist which are not covered by this Agreement. Consequently, the City agrees that it will maintain those conditions for the employees in the bargaining unit to the extent it maintains them for all other City employees; provided, however, nothing here shall in any way inhibit the City's rights to change, modify or eliminate said conditions, where said action is deemed appropriate for efficient operation of City government.

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ARTICLE 30

DURATION

- Section 1.** This Agreement shall be effective on October 1, 2024, and shall remain in full force and effect until September 30, 2027.
- Section 2.** Should either party desire to terminate, change or modify this Agreement or any portion thereof, it shall notify the other party in writing one hundred eighty (180) days prior to the expiration except if mutually agreed to otherwise.
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ARTICLE 31

SAVINGS CLAUSE

If any article or section of this Agreement should be found invalid unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

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ARTICLE 32

DEFERRED COMPENSATION PROGRAM

Employees of Local 4966 shall be afforded the option of entering a retirement program governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program. It is however understood that the Employer will make available the IAFF Financial Corporation 457 Plan as either the sole option, or one of the options that the bargaining unit members may participate in. Bargaining unit members will be entitled to transfer 457 plan assets to the plan of choice without penalty.

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ARTICLE 33

NO TOBACCO USE AS A CONDITION OF EMPLOYMENT FOR NEW HIRES

The Surgeon General of the United States has determined that tobacco, particularly cigarettes, contributes to the development of a number of heart and lung diseases.

The State of Florida enacted a presumption law which treats certain conditions, such as heart disease, hardening of the arteries, and hypertension as work-related.

Due to documented effects of smoking and the special hazards and exposures associated with the occupation of firefighting, the City and Union agree to the following:

1. As of October 1, 2001, the City of Madeira Beach will hire as firefighters only individuals who do not smoke or chew tobacco.
2. Smoking and chewing will not be permitted on or off-duty for all uniformed employees hired on or after October 1, 2001.
3. A uniformed employee hired on or after October 1, 2001, who smokes or drinks on or off-duty will be subject to discipline, up to and including discharge.
4. Although employees have the right to grieve disciplinary actions after their initial probationary periods have been completed, the Union agrees that the policy itself will not be grieved.
5. All uniformed employees of the Fire Department represented by their bargaining unit who were hired before October 1, 2001, will not be affected by the no-tobacco condition of employment.

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ARTICLE 34

FITNESS FOR DUTY

The physical fitness of Life Safety employees is vital to the level of service provided to the public in time of need. The City of Madeira Beach provides annual wellness physicals for all firefighters in addition to a fitness program specifically developed for firefighters. In the event a firefighter's fitness for duty is questioned, the following procedures will be implemented.

A. The employee has been seen by their medical provider:

1. If the employee is injured while not working for the City of Madeira Beach, the employee shall notify the Fire Chief, or her/his designee, as soon as possible. The employee shall state that he or she was injured and that he or she has been seen by a physician.
2. The employee shall not be eligible to return to duty unless he/she provides a physician's statement that reads the employee may return to work as a firefighter with no restrictions. The City reserves the right to require a second opinion and shall determine the extent of the examination, the physician, and the cost for the second opinion. If the opinions differ, the employee and the City shall select a third physician whose opinion shall be binding.
3. If, in the opinion of the Chief or his/her designee, an employee is not able to perform the essential functions of his or her position, the City has the right to send the employee to the City's physician at the City's cost. If the resulting evaluation provides that the employee cannot perform his or her duties as a firefighter without restrictions, the employee shall be put on sick leave until he or she provides the City a letter from a physician stating the employee is released to work without restrictions.

B. The employee has not been seen by any medical provider:

1. The Chief or his/her designee may send the employee to the City's physician, or local emergency room, if appropriate.
2. The time spent in receiving medical evaluation is charged to Administrative Leave.

3. If the medical provider states the employee is not able to perform the essential functions of their position, the time from work following the appointment will be charged to their accumulated sick leave. If there is not sufficient sick leave available, the employee may use accumulated annual leave, holiday, and compensatory time, if any.
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ARTICLE 35

PROMOTION POLICY

Lieutenant

Section 1. To be considered for promotion to Lieutenant, the member must meet the following criteria:

- Minimum of three (3) years fire service experience
- Minimum of one (1) year service with the City of Madeira Beach Fire Department
- Possess a Florida State Fire Officer 1 (FO1) certificate at the time of the exam.

Section 2. Testing parameters shall include, but are not limited to:

- Written exam
- Tactical scenario
- Employee conflict resolution
- Public Presentation

Section 3. Additional points shall be awarded as follows:

Seniority - $\frac{1}{2}$ point per year to a maximum of 5 %.

Education - $\frac{1}{2}$ point per FSFC Fire Certification to a maximum of 5%.

Section 4. If less than two members are eligible, the one year of service with the City of Madeira Beach may be waived and applicants may be solicited from outside the Department.

Section 5. Promotion testing shall be conducted as soon as practicable in each instance where a promotion position becomes open. The promotion shall not be made until the results of the testing are finalized and published by the Fire Chief.

Section 6. For every available position, the Fire Chief will have the choice of the top two candidates.

Section 7. All promotions are subject to six (6) months' probation.

Driver/Engineer

Section 1. To be considered for promotion to Driver Engineer, the member must meet the following criteria:

- Minimum of three (2) years fire service experience
- Minimum of one (1) year service with the City of Madeira Beach Fire Department
- Possess a Florida State Pump Operator certificate at the time of the exam.

Section 2. Testing parameters shall include, but are not limited to:

- Written exam
- Practical scenario

Section 3. Additional points shall be awarded as follows:

Seniority - $\frac{1}{2}$ point per year to a maximum of 5 %

Education - $\frac{1}{2}$ point per FSFC Fire Certification to a maximum of 5%

Section 4. If less than two members are eligible, the one year of service with the City of Madeira Beach may be waived and applicants may be solicited from outside the Department.

Section 5. Promotion testing shall be conducted as soon as practicable in each instance where a promotion position becomes open. The promotion shall not be made until the results of the testing are finalized and published by the Fire Chief.

Section 6. For every available position, the Fire Chief will have the choice of the top two candidates.

Section 7. All promotions are subject to six (6) month probation.

ARTICLE 36

CONDITIONS OF EMPLOYMENT FOR NEW HIRES

I, _____ in accepting a position as a Probationary Employee, understand fully that I will be tested monthly on training modules and undergo a final exam at the end of my probationary period. The monthly exams will be in accordance with Department Standards, and I will be expected to pass all exams including the final exam with a minimum score of 80. The final exam will consist of both written and practical exercises. During my probation period, my general performance, appearance, attitude, initiative, and dependability will be evaluated.

In order to maintain a permanent position with the City of Madeira Beach Fire Department, I will be required to maintain all Firefighter/EMS and related certifications I now possess or acquire during the course of my employment. As a condition of employment, I am to maintain such certifications as I have at the time of employment. Additionally, I must maintain any certifications I obtain during the course of my employment. Failure to maintain certifications may result in termination.

I am fully aware of what is expected of me during my probation period or course of employment.

Signature of Probationary Employee

Witness

Date

Fire Chief

ACCEPTED _____ REFUSED _____

DATE _____

FIRE RESCUE DEPARTMENT REGARDING CONDITIONS OF EMPLOYMENT

NAME _____ DATE _____

CONDUCTED BY Chief _____

1. Management

Are you aware that the Fire Department is a semi-military organization and that you will be managed by an individual giving you orders?

YES _____ NO _____

Do you have any reservations about taking such direction or orders while working in this type of emergency environment?

YES _____ NO _____

2. Work Schedule

Are you aware that firefighter/firemedic personnel work a 24-hour shift while on duty, with 48 hours off after a duty shift?

YES _____ NO _____

Are you able to work the 24/48-hour schedule?

YES _____ NO _____

3. Appearance

Are you aware the Department has a uniform code and policy for personal appearance and hygiene for all personnel?

YES _____ NO _____

Do you have any problems with conforming to Department code and policy?

YES _____ NO _____

4. Tardiness

Are you aware that our work shifts commence at 7:00 a.m. and that it is necessary that you be at your duty station and ready to begin work at that prescribed time?

YES _____ NO _____

Tardiness is not acceptable; therefore, strict discipline will be applied according to the regulations of the Department. Do you understand that tardiness will result in dismissal?

YES _____ NO _____

5. Tobacco Products

Are you aware of, and able to comply with, Section 633.34(6), Florida Statutes which requires you to be a nonuser of tobacco or tobacco products for at least one (1) year immediately preceding application?

YES _____ NO _____

Do you additionally understand that the use of tobacco, on or off duty, is prohibited throughout the term of your employment?

YES _____ NO _____

Are you aware that if you use any tobacco products, on or off duty, you will sever your employment with the Department?

YES _____ NO _____

6. Physical Fitness

Are you aware the Department has a physical fitness program and evaluations designed to protect the health of every employee, and that it will continue throughout your term of employment?

YES _____ NO _____

Are you aware that by not complying with the physical fitness requirements, as stated in SOP 100-90, you will sever your employment with the Department?

YES _____ NO _____

7. Alcohol

Are you aware that you are not permitted to consume alcohol while on duty or within four (4) hours prior to reporting for duty?

YES _____ NO _____

Are you aware that if you consume alcohol as stated above you will be subject to termination?

YES _____ NO _____

8. Personal Conduct

Are you aware that while off duty you are considered a representative of the City of Madeira Beach and City's Fire Department, and you are to maintain proper conduct which does not adversely affect the City of Madeira Beach and/or Madeira Beach Fire Department?

YES _____ NO _____

Do you agree to maintain a personal code of conduct as outlined in SOP 100-01 that does not reflect unfavorably on the City of Madeira Beach or its Departments, and if you fail to do so, may be cause for termination?

YES _____ NO _____

9. Holiday Schedules

Are you aware that your work schedule will require you to work on holidays?

YES _____ NO _____

Are there any religious holidays that would prevent you from meeting your work obligation?

YES _____ NO _____

If you answered "yes" above, please list the religious holidays that would prevent you from meeting your work obligation: _____

10. Driver's License

Are you aware that you must possess a valid Florida Class E driver's license and maintain it during your probationary period, as well as during your term of employment?

YES _____ NO _____

Do you understand that the loss of this license can be cause for termination?

YES _____ NO _____

11. Training

Are you aware that your position requires a great deal of training and studying to maintain your position?

YES _____ NO _____

Are you aware that the City of Madeira Beach Fire Department provides funding for pre- approved classes and at times you will be expected to attend seminars that are related to your duties?

YES _____ NO _____

You will be expected of your own volition to meet continuing education recertification requirements and improve your skills within your working profession via classes, seminars, etc. There will be a Training Record set up on you and any certificates should be submitted to us for documentation. Do you accept this requirement?

YES _____ NO _____

12. Illegal Substances

Are you aware that you are not permitted to use or consume any substance, which may affect your ability to perform your job functions, operate a motor vehicle, or interact with the public?

YES _____ NO _____

Are you aware that if you do use or consume any amount of any illegal substance you will be subject to termination?

YES _____ NO _____

Are you aware that if you are involved with anyone who uses or consumes any illegal substance that you may be subject to termination?

YES _____ NO _____

13. Reimbursement Obligation

If the employee voluntarily terminates the application process, declines employment, fails to successfully complete the probation period or separates from employment within three (3) years of the employee's date of hire, the employee will be responsible for reimbursing the City for all costs incurred in processing the application for employment to include, but not necessarily limited to the following estimated charges.

- A. Physical Examination \$850.00
- B. Firefighter Bunker Jacket & Pants \$2500.00
- C. Firefighter Boots \$300.00
- D. Uniforms \$950.00
- E. FDLE Background Investigation \$24.00
- F. Motor Vehicle Report (up to) \$18.35
- G. Employment Verification Services \$15.00 to \$25.00 per employer

Further, the employee hereby authorizes the City to deduct any and all such costs from any pay due employee for service rendered. Any remaining reimbursement obligation balance shall be paid by the separated employee to the City within sixty (60) days of the official separation date.

If court action is required after sixty (60) days of separation to collect any reimbursement obligation balance remaining after deduction from final pay, the separated employee also agrees to reimburse the city for any court and legal fees required to collect any remaining balance.

EMPLOYEE'S SIGNATURE _____ DATE _____

FIRE CHIEF'S SIGNATURE _____ DATE _____

State of Florida

County of Pinellas

Sworn to and subscribed before me this _____ day of _____, 20____,

By _____

Personally known _____ or Produced Identification

Type of Identification Produced _____

My Commission expires _____ (Seal)

Notary Signature: _____

Date: _____

ARTICLE 37

MISCELLANEOUS

Section 1. Heat stress activity schedule.

- A. The heat stress index to be used will be the chart from the National Fire Academy, with daily temperature readings to be taken from the weather channel.
- B. As outlined in the above-mentioned chart, when the humidity reaches 90-105, which falls into the extreme caution category. When outdoor activities are conducted it will be under controlled conditions with breaks provided every 30 minutes in shaded areas with fluids available for all personnel.
- C. When the humidity reaches the danger category (105-130), outdoor training should be limited. When outdoor activities are conducted it will be under controlled conditions with breaks provided every 30 minutes in areas with fluids available for all personnel.
- D. When the humidity reaches the Extreme Danger category (Above 130) all outdoor training will be halted.

Heat Stress Index

	Relative Humidity								
	10%	20%	30%	40%	50%	60%	70%	80%	90%
Temperature Degrees Fahrenheit	104	98	104	110	120	132			
	102	97	101	108	117	125			
	100	95	99	105	110	120	132		
	98	93	97	101	106	110	125		
	96	91	95	98	104	108	120	128	
	94	89	93	95	100	105	111	122	
	92	87	90	92	96	100	106	115	122
	90	85	88	90	92	96	100	106	114
	88	82	86	87	89	93	95	100	106
	86	80	84	85	87	90	92	96	100
	84	78	81	83	85	86	89	91	95
	82	77	79	80	81	84	86	89	91
	80	75	77	78	79	81	83	85	86
	78	72	75	77	78	79	80	81	83
	76	70	72	75	76	77	77	77	78
	74	68	70	73	74	75	75	75	76

Note: Add 10 Degrees F when protective clothing is worn & 10 Deg. when in direct sunlight

Humiture Degrees Fahrenheit	Danger Category	Injury Threat
Below 60 Degrees	None	Little or no danger under normal Circumstances
80 - 90 Degrees	Caution	Fatigue possible if exposure is prolonged and there is physical activity
90 - 105 Degrees	Extreme Caution	Heat cramps and heat exhaustion possible if exposure is prolonged and there is physical activity
105 - 130 Degrees	Danger	Heat cramps or exhaustion likely, heat stroke possible if exposure is prolonged and there is physical activity

Section 2. Each member shall be entitled to register her or his children in the City-run summer camp program, to the extent such a program is offered to the public, and to the extent the program has slots available. Members may register their children at no cost to the member but must still complete the program's registration and release forms, and their children must adhere to all rules of conduct and participation established for program participants.

Intentionally left blank.

Now therefore the Parties have caused this Agreement to be executed by their duly authorized representatives on this _____ day of October, 20____.

City of Madeira Beach

Pinellas County Professional
Firefighters Association,
Local 4966



Pinellas County Professional Firefighters LOCAL 4966 Inc.

13220 Belcher Rd. S. Suite 6 Largo, FL 33773
727.953.7152 www.iaff4966.org

May 6, 2024

VOTING RESULTS

The ballots were counted, 5/4/2024 for the Contract Ratification Vote, City of Madeira Beach bargaining unit. Ref; October 1, 2024 – September 30, 2027.

Of the 16 unit members voting strength; 15 (93.75 %) were returned.

Those in attendance and counting were:

May 3, 2024: Andy Childers and all present members

May 4, 2024: Andy Childers and all present members

The results are:

Accept: 15 (93.75%)

Reject: 0 (0.0%)

Absent: 1 (6.25%)

The Officers and Officials of Local 4966 would like to thank the 15 Madeira Beach members that found the time to vote. A complete list of all the members casting ballots is available at the Union Office.

I, Michael Stone, President of Local 4966 hereby certify the results of this count to be accurate and true as stated.

Michael Stone
President Local 4966

MBFD Payscale (FY25)**Firefighter/Paramedic**

Step			1	2	3	4	5	6	7	8	9	10
Rate			\$ 22.12	\$ 23.23	\$ 24.39	\$ 25.61	\$ 26.89	\$ 28.23	\$ 29.64	\$ 31.13	\$ 32.68	\$ 34.32
Annual (2912hrs)			\$ 64,413.44	\$ 67,634.11	\$ 71,015.82	\$ 74,566.61	\$ 78,294.94	\$ 82,209.69	\$ 86,320.17	\$ 90,636.18	\$ 95,167.99	\$ 99,926.39

Driver/Paramedic

Step			1	2	3	4	5	6	7	8	9	10
Rate			\$ 23.41	\$ 24.58	\$ 25.81	\$ 27.10	\$ 28.46	\$ 29.88	\$ 31.37	\$ 32.94	\$ 34.59	\$ 36.32
Annual (2912hrs)			\$ 68,169.92	\$ 71,578.42	\$ 75,157.34	\$ 78,915.20	\$ 82,860.96	\$ 87,004.01	\$ 91,354.21	\$ 95,921.92	\$ 100,718.02	\$ 105,753.92

Lieutenant/Paramedic

Step			1	2	3	4	5	6	7	8	9	10
Rate					\$ 26.76	\$ 28.10	\$ 29.50	\$ 30.98	\$ 32.53	\$ 34.15	\$ 35.86	\$ 37.65
Annual (2912hrs)					\$ 77,925.12	\$ 81,821.38	\$ 85,912.44	\$ 90,208.07	\$ 94,718.47	\$ 99,454.39	\$ 104,427.11	\$ 109,648.47

Fire Inspector

Step			1	2	3	4	5	6	7	8	9	10
Rate			\$ 32.77	\$ 34.41	\$ 36.13	\$ 37.94	\$ 39.83	\$ 41.82	\$ 43.91	\$ 46.11	\$ 48.42	\$ 50.84
Annual (2080hrs)			\$ 68,161.60	\$ 71,569.68	\$ 75,148.16	\$ 78,905.57	\$ 82,850.85	\$ 86,993.39	\$ 91,343.06	\$ 95,910.22	\$ 100,705.73	\$ 105,741.01

MBFD Payscale (FY26)**Firefighter/Paramedic**

Step			1	2	3	4	5	6	7	8	9	10
Rate			\$ 23.45	\$ 24.62	\$ 25.85	\$ 27.15	\$ 28.50	\$ 29.93	\$ 31.43	\$ 33.00	\$ 34.65	\$ 36.38
Annual (2912hrs)			\$ 68,286.40	\$ 71,700.72	\$ 75,285.76	\$ 79,050.04	\$ 83,002.55	\$ 87,152.67	\$ 91,510.31	\$ 96,085.82	\$ 100,890.11	\$ 105,934.62

Driver/Paramedic

Step			1	2	3	4	5	6	7	8	9	10
Rate			\$ 24.81	\$ 26.05	\$ 27.35	\$ 28.72	\$ 30.16	\$ 31.66	\$ 33.25	\$ 34.91	\$ 36.66	\$ 38.49
Annual (2912hrs)			\$ 72,246.72	\$ 75,859.06	\$ 79,652.01	\$ 83,634.61	\$ 87,816.34	\$ 92,207.16	\$ 96,817.51	\$ 101,658.39	\$ 106,741.31	\$ 112,078.38

Lieutenant/Paramedic

Step			1	2	3	4	5	6	7	8	9	10
Rate					\$ 28.37	\$ 29.79	\$ 31.28	\$ 32.84	\$ 34.48	\$ 36.21	\$ 38.02	\$ 39.92
Annual (2912hrs)					\$ 82,613.44	\$ 86,744.11	\$ 91,081.32	\$ 95,635.38	\$ 100,417.15	\$ 105,438.01	\$ 110,709.91	\$ 116,245.41

Fire Inspector

Step			1	2	3	4	5	6	7	8	9	10
Rate			\$ 34.73	\$ 36.47	\$ 38.29	\$ 40.20	\$ 42.21	\$ 44.33	\$ 46.54	\$ 48.87	\$ 51.31	\$ 53.88
Annual (2080hrs)			\$ 72,238.40	\$ 75,850.32	\$ 79,642.84	\$ 83,624.98	\$ 87,806.23	\$ 92,196.54	\$ 96,806.36	\$ 101,646.68	\$ 106,729.02	\$ 112,065.47

MBFD Payscale (FY27)**Firefighter/Paramedic**

Step			1	2	3	4	5	6	7	8	9	10
Rate			\$ 25.09	\$ 26.34	\$ 27.66	\$ 29.04	\$ 30.50	\$ 32.02	\$ 33.62	\$ 35.30	\$ 37.07	\$ 38.92
Annual (2912hrs)			\$ 73,062.08	\$ 76,715.18	\$ 80,550.94	\$ 84,578.49	\$ 88,807.41	\$ 93,247.79	\$ 97,910.17	\$ 102,805.68	\$ 107,945.97	\$ 113,343.27

Driver/Paramedic

Step			1	2	3	4	5	6	7	8	9	10
Rate			\$ 26.55	\$ 27.88	\$ 29.27	\$ 30.73	\$ 32.27	\$ 33.89	\$ 35.58	\$ 37.36	\$ 39.23	\$ 41.19
Annual (2912hrs)			\$ 77,313.60	\$ 81,179.28	\$ 85,238.24	\$ 89,500.16	\$ 93,975.16	\$ 98,673.92	\$ 103,607.62	\$ 108,788.00	\$ 114,227.40	\$ 119,938.77

Lieutenant/Paramedic

Step			1	2	3	4	5	6	7	8	9	10
Rate					\$ 30.36	\$ 31.88	\$ 33.47	\$ 35.15	\$ 36.90	\$ 38.75	\$ 40.69	\$ 42.72
Annual (2912hrs)					\$ 88,408.32	\$ 92,828.74	\$ 97,470.17	\$ 102,343.68	\$ 107,460.87	\$ 112,833.91	\$ 118,475.60	\$ 124,399.38

Fire Inspector

Step			1	2	3	4	5	6	7	8	9	10
Rate			\$ 37.17	\$ 39.03	\$ 40.98	\$ 43.03	\$ 45.18	\$ 47.44	\$ 49.81	\$ 52.30	\$ 54.92	\$ 57.66
Annual (2080hrs)			\$ 77,313.60	\$ 81,179.28	\$ 85,238.24	\$ 89,500.16	\$ 93,975.16	\$ 98,673.92	\$ 103,607.62	\$ 108,788.00	\$ 114,227.40	\$ 119,938.77



Memorandum

Meeting Details: June 12, 2024

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Gulf Blvd Undergrounding City Easement Approval

Background

Staff is requesting the Board of Commissioners approval for three (3) easements for the final phase of the Gulf Blvd Utility Underground project. The easements are needed for Duke Energy equipment to be placed on the easement rather than the FDOT Right of way. The underground project design has been completed and submitted to FDOT for the permit to bore along Gulf Blvd. Duke Energy does not allow equipment to be placed in FDOT the right of way along Gulf Blvd due to conflicts with other utilities and if the need is to ever widen Gulf Blvd. The Parcels staff is requested easement to be signed are 09-31-15-34308-001-0160 located at the beach access just south of Shoreline Island Resort, 15-31-15-58320-005-0050 located at the 132nd Beach Access on the East side of Gulf Lane, and 15-31-15-58320-011-0010 located at the 133rd Parking lot on the East Side of Gulf Blvd. City Attorney Tom Trask has reviewed each document and given approval to proceed.

Fiscal Impact

No fiscal impact to the city.

Recommendation(s)

Staff recommends the Board of Commissioners approval of the easements for Parcel numbers 09-31-15-34308-001-0160, 15-31-15-58320-005-0050, and 15-31-15-58320-011-0010 all located on City of Madeira Beach Properties for Gulf Blvd Undergrounding project.

Attachments

= Easement and title search Documents

[Interactive Map of this parcel](#)[Sales Query](#)[Back to Query Results](#)[New Search](#)[Tax Collector Home Page](#)[Cont](#)

Item 12C.

15-31-15-58320-005-0050[Compact Property Record Card](#)[Tax Estimator](#)**Updated September 23, 2022**[Email](#) [Print](#)[Radius Search](#)[FEMA/WLM](#)

Ownership/Mailing Address Change Mailing Address	Site Address
MADEIRA BEACH, CITY OF 300 MUNICIPAL DR MADEIRA BEACH FL 33708-1916	GULF BLVD MADEIRA BEACH

[Property Use:](#) 1090 (Vacant Commercial Land w/XFSB)Current Tax District: MADEIRA BEACH ([MB](#))

Total Heated SF:

Total Gross SF:

[\[click here to hide\] Legal Description](#)

MITCHELL'S BEACH REVISED BLK 5, LOTS 5 AND 6 LESS RD R/W

File for Homestead Exemption			2022 Parcel Use	
Exemption	2022	2023		
Homestead:	No	No		
Government:	Yes	Yes	Homestead Use Percentage: 0.00%	
Institutional:	No	No	Non-Homestead Use Percentage: 100.00%	
Historic:	No	No	Classified Agricultural: No	

Parcel Information [Latest Notice of Proposed Property Taxes \(TRIM Notice\)](#)

Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone (NOT the same as a FEMA Flood Zone)	Flood Zone (NOT the same as your evacuation zone) Current FEMA Maps	Plat Book/Page
04420/0214		121030278021	A		3/54

2022 Preliminary Value Information

Year	Just/Market Value	Assessed Value / Non-HX Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	\$834,870	\$461,024	\$0	\$0	\$0

[\[click here to hide\] Value History as Certified \(yellow indicates correction on file\)](#)

Year	Homestead Exemption	Just/Market Value	Assessed Value	County Taxable Value	School Taxable Value	Municipal Taxable Value
2021	No	\$574,940	\$419,113	\$0	\$0	\$0
2020	No	\$544,680	\$381,012	\$0	\$0	\$0
2019	No	\$514,420	\$346,375	\$0	\$0	\$0
2018	No	\$423,640	\$314,886	\$0	\$0	\$0
2017	No	\$332,860	\$286,260	\$0	\$0	\$0
2016	No	\$260,236	\$260,236	\$0	\$0	\$0
2015	No	\$242,080	\$242,080	\$0	\$0	\$0
2014	No	\$242,080	\$242,080	\$0	\$0	\$0
2013	No	\$242,080	\$242,080	\$0	\$0	\$0
2012	No	\$242,080	\$242,080	\$0	\$0	\$0
2011	No	\$242,080	\$242,080	\$0	\$0	\$0
2010	No	\$272,340	\$272,340	\$0	\$0	\$0
2009	No	\$332,860	\$332,860	\$0	\$0	\$0
2008	No	\$365,600	\$365,600	\$0	\$0	\$0
2007	No	\$496,300	\$496,300	\$0	N/A	\$0
2006	No	\$544,700	\$544,700	\$0	N/A	\$0
2005	No	\$181,600	\$181,600	\$0	N/A	\$0
2004	No	\$151,300	\$151,300	\$0	N/A	\$0
2003	No	\$151,300	\$151,300	\$0	N/A	\$0
2002	No	\$121,000	\$121,000	\$0	N/A	\$0
2001	No	\$102,900	\$102,900	\$0	N/A	\$0
2000	No	\$102,900	\$102,900	\$0	N/A	\$0
1999	No	\$102,900	\$102,900	\$0	N/A	\$0
1998	No	\$102,900	\$102,900	\$0	N/A	\$0
1997	No	\$102,900	\$102,900	\$0	N/A	\$0
1996	No	\$90,800	\$90,800	\$0	N/A	\$0

2021 Tax Information[2021 Tax Bill](#)Tax District: [MB](#)

2021 Final Millage Rate

17.1166

Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our new [Tax Estimator](#) to estimate taxes under new ownership.

Ranked Sales [\(What are Ranked Sales?\)](#) [See all transactions](#)

Sale Date	Book/Page	Price	Q/U	V/I
1976	04420 / 0214	\$27,000	Q	

2022 Land Information

Item 12C.

Seawall: No

Frontage:

View: None

[Land Use](#)

Land Size

Unit Value

Units

[Total Adjustments](#)

[Adjusted Value](#)

[Method](#)

Vacant Commercial (10)

80x89

135.00

7120.0000

1.0000

\$961,200

SF

[\[click here to hide\]](#) 2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
ASPHALT	\$3.00	7,000.00	\$21,000.00	\$21,000.00	0

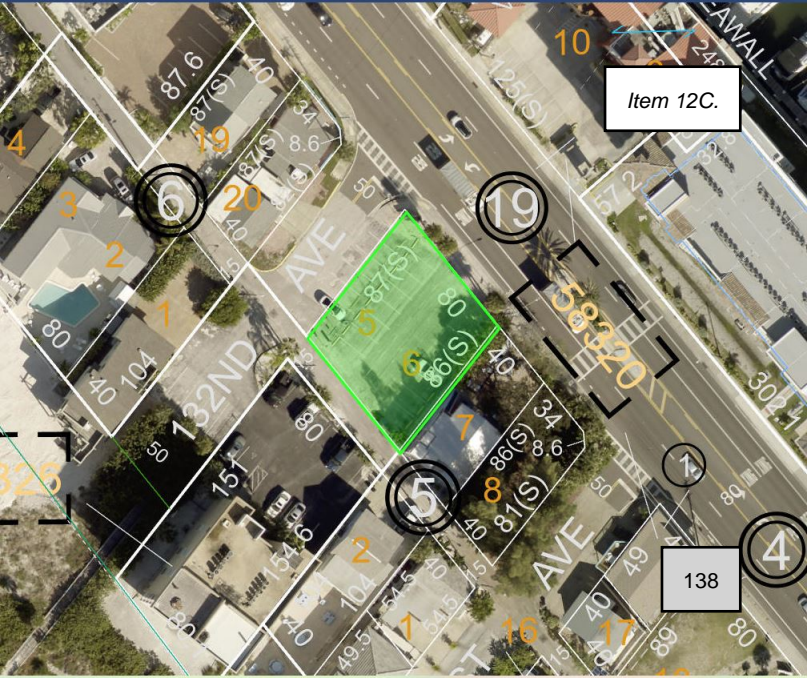
[\[click here to hide\]](#) Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
No Permit Data Found			



If you are experiencing [issues with this map loading](#), you may need to clear your web browsing history, then close



Item 12C.

138

76082458

TUTBLANK REGISTERED U.S. PAT. OFFICE
Tuttle Law Print, Publishers, Rutland, Vt.

O. R. 4420 PAGE 214

mk
01 Cash 11 Chg
40 Rec 600
41 St 8100
42 Sur 2970
43 Int
Tot 11670

This Indenture.

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and / or assigns of the respective parties hereto, the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders, and, if used, the term "note" shall include all the notes herein described if more than one

Made this _____ day of June, A. D. 19 76

Between, HERBERT C. HESSE a/k/a HERBERT CARLTON HESSE

of the County of Pinellas in the State of Florida,
party of the first part, and CITY OF MADEIRA BEACH, a municipal corporation
of the State of Florida
300 Municipal Dr., Madeira Beach 33708

of the County of _____ in the State of _____
party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of One dollar and other good and valuable considerations ~~XXXXXX~~, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of Pinellas, State of Florida, to wit:

Lots 5 and 6, Block 5, Mitchell's Beach Subdivision, in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida.

PINELLAS COUNTY 117752
FLORIDA
DEPT. OF REVENUE JUN-8'76 P.B. 11047
DOCUMENTARY SUR TAX 29.70

Less that part thereof lying within 40 feet of the Survey Line on State Road 699, Section 15100, said Survey Line being described as follows:

Begin on the northeasterly extension of the southeasterly boundary of Lot 32, Block 4, Mitchell's Beach Subdivision in Section 15, Township 31 South, Range 15 East as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida, at a point 143.93 feet North 38°09'22" East of the NE corner of Lot 1, Block 4 of said Mitchell's Beach Subdivision, run thence North 39°15'38" West 900.27 feet to the northeasterly extension of the southeasterly boundary line of Lot 20, Block 6, of said Mitchell's Beach Subdivision at a point 143.50 feet North 38°03'02" East of the NE corner of Lot 1, Block 6, of said Mitchell's Beach Subdivision. Said lessed out property being acquired as right of way by the State of Florida, for the use and benefit of the State of Florida Department of Transportation.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
JUN-8'76
P.B. 11047
292801

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Richard A. [Signature]
Barbara M. [Signature]

Herbert Carlton Hesse
Herbert Carlton Hesse

RECORDED
PINELLAS CO. FLORIDA
James W. Hagan
CLERK CIRCUIT COURT

JUN 8 10 08 AM '76

RETURN TO:
Fowler, White, Gillen, Boggs, Villareal & Banker, P.A.
ATTORNEYS AT LAW
P.O. Box 2917 Clearwater, Florida 34617

This Instrument Prepared By James W. Hagan Of
Fowler, White, Gillen, Boggs, Villareal & Banker, P.A.
391 Pierce St. Suite 206 Clearwater, Florida 33516
600 Cleveland St., Suite 760,

State of Florida

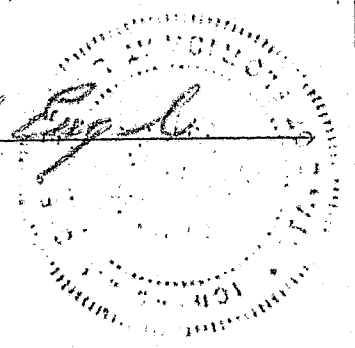
County of Pinellas

I Hereby Certify That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

HERBERT C. HESSE a/k/a HERBERT CARLTON HESSE
to me well known and known to me to be the individual described in and who
executed the foregoing deed, and he acknowledged before me that
executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at
County of Pinellas, and State of Florida, this 7th
day of June, A. D. 1976.

My Commission Expires March 12, 1980 Richard A. Doyle Notary Public



Warranty Deed

TO

Date

ABSTRACT OF DESCRIPTION

RESOLUTION OF PARTIAL VACATION OF
Mitchell's Beach
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 6904 PAGE 1288
ON December 27 19 88
KARLEEN F. De BLAKER
Clerk of the Circuit Court
By: Patricia Burks Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF
Mitchell's Beach
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 5034 PAGE 267
ON 6-11-1980
HAROLD MULLENDORE
Clerk of the Circuit Court
BY: Patricia Burks Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF
Mitchell's Beach P 3
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 5034 PAGE 264
ON 6-11-1980
HAROLD MULLENDORE
Clerk of the Circuit Court
BY: Patricia Burks Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF
Mitchell's Beach
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 4779 PAGE 223
ON 11-21-1978
HAROLD MULLENDORE
Clerk of the Circuit Court
BY: Patricia Burks Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF
Mitchell's Beach
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 4726 PAGE 1761
ON 7-24-1978
HAROLD MULLENDORE
Clerk of the Circuit Court
BY: Patricia Burks Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF
Mitchell's Beach
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 4726 PAGE 1759
ON 7-24-1978
HAROLD MULLENDORE
Clerk of the Circuit Court
BY: Patricia Burks Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF
Mitchell's Beach
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 4601 PAGE 2070
ON 9-26-1977
HAROLD MULLENDORE
Clerk of the Circuit Court
BY: Patricia Burks Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF
Mitchell's Beach Revised
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 13753 PAGE 5
ON 8-30-2004
KEN BURKE
Clerk of the Circuit Court
By: William A. Jones Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF
Mitchell's Beach
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 11075 PAGE 571
ON 10-4-2000
KARLEEN F. De BLAKER
Clerk of the Circuit Court
By: James J. Smith Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF
Mitchell's Beach Rev. Sub
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 6926 PAGE 1778
ON 1/30-1989
KARLEEN F. De BLAKER
Clerk of the Circuit Court
By: Pearl L. Jones Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF
Mitchell's Beach
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 6926 PAGE 1779
ON 1/30-1989
KARLEEN F. De BLAKER
Clerk of the Circuit Court
By: Pearl L. Jones Deputy Clerk

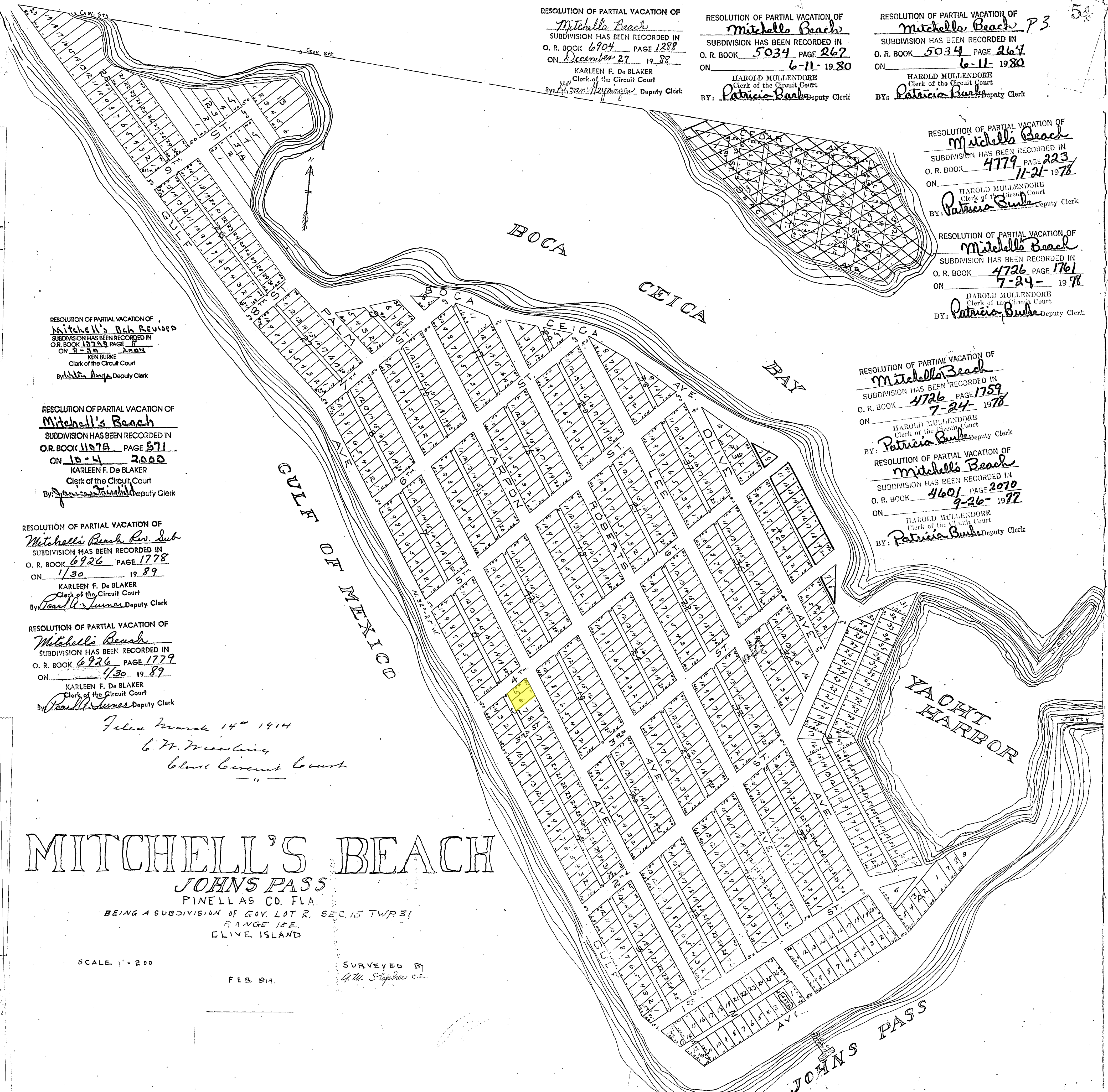
Filed March 14th 1914
C. W. Weisling
Clerk Circuit Court

MITCHELL'S BEACH
JOHNS PASS
PINELLAS CO. FLA.
BEING A SUBDIVISION OF GOV. LOT R, SEC. 15 TWP. 31
RANGE 15E,
OLIVE ISLAND

SCALE 1" = 200

FEB. 1914.

SURVEYED BY
G. M. Stephens C.E.



Pinellas County, FL
 Work Request #: Madeira Beach Ph1
 Address: Gulf Blvd, Madeira Beach, FL 33708
 STR: Section: 15; Township: 31 S; Range: 15 E

EASEMENT

THIS EASEMENT ("Easement") from **CITY OF MADEIRA BEACH**, a Florida municipal corporation ("GRANTOR," whether one or more) to **DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY**, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("GRANTEE");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes under, upon, across, through and within the following described lands in Pinellas County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of **GRANTEE's** facilities to be installed at mutually agreeable locations over, under, upon, across, through and within the following described property to accommodate present and future development:

Lots 5 and 6, Block 5, Mitchell's Beach Subdivision, in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida.

Less that part thereof lying within 40 feet of the Survey line on State Road 699, Section 15100, said Survey Line being described as follows:

Begin on the northeasterly extension of the southeasterly boundary of Lot 32, Block 4, Mitchell's Beach Subdivision in Section 15, Township 31 South, Range 15 East as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida, at a point 143.93 feet North 38°09'22" East of the NE corner of Lot 1, Block 4 of said Mitchell's Beach Subdivision, run thence North 39°15'38" West 900.27 feet to the northeasterly extension of the southeasterly boundary line of Lot 20, Block 6 of said Mitchell's Beach Subdivision at a point 143.50 feet North 38°03'02 East of the NE corner of Lot 1, Block 6, of said Mitchell's Beach Subdivision. Said lessed out property being acquired as right of way by the State of Florida, for the use and benefit of the State of Florida Department of Transportation.

Tax Parcel Number: 15-31-15-58320-005-0050

Prepared By:
 Manny R. Vilaret, Esquire
 Vilaret Law, PLLC
 10901 Danka Circle, Suite C
 St. Petersburg, Florida 33716

Return To: Duke Energy
 Attn: Land Services
 2401 25th Street North, SP-15
 St. Petersburg, Florida 33713

The general scope and location of the facilities covered in this Easement have been agreed to by the parties hereto. This Easement will be replaced with a Descriptive Easement, as will be shown on a certified surveyed sketch of description to be provided by **GRANTEE** within ninety (90) days after the installation of Facilities by **GRANTEE**. If the Descriptive Easement is not executed by **GRANTOR** within forty-five (45) days of being provided by **GRANTEE**, **GRANTEE** will record this Easement.

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR's** adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this _____ day of _____, 20____, and is effective as of the Effective Date herein.

GRANTOR:
CITY OF MADEIRA BEACH, a Florida
 municipal corporation

ATTEST:

 Clara VanBlargan, City Clerk

 Robin Gomez, City Manager

 Print or Type Name

 Print or Type Name

**SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF:**

Grantor(s) Mailing Address:
 300 Municipal Dr
 Madeira Beach, FL 33708

 Signature of First Witness

First Witness Mailing Address:

 Print or Type Name of First Witness

Second Witness Mailing Address:

 Signature of Second Witness

 Print or Type Name of Second Witness

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day _____, 20____, by Robin Gomez, its City Manager, respectively, of CITY OF MADEIRA BEACH, a Florida municipal, on behalf of the City who is personally known to me or who has produced _____ as identification.

[Notary Seal]

 Notary Public

 Name typed, printed or stamped

My Commission Expires: _____

Title Research Checklist

Item 12C.

Duke Beach UG

WO#: **Madeira Beach Ph1**

Parcel #: **15-31-15-58320-011-0010**

Landowner Name: **City of Madeira Beach, a municipal corporation**

I verify that I have completed searches of all the below resources:

- | | |
|--|---|
| <input checked="" type="checkbox"/> LexisNexis | |
| <input type="checkbox"/> Courthouse Marriage/Divorce Records | <input checked="" type="checkbox"/> N/A |
| <input type="checkbox"/> Courthouse probate records / LWT/ Death Certificates | <input checked="" type="checkbox"/> N/A |
| <input type="checkbox"/> Secretary of State | <input checked="" type="checkbox"/> N/A |
| <input type="checkbox"/> Online sites and records for signing authority | <input checked="" type="checkbox"/> N/A |
| <input type="checkbox"/> Trust documents | <input checked="" type="checkbox"/> N/A |
| <input type="checkbox"/> Power of Attorney | <input checked="" type="checkbox"/> N/A |
| <input type="checkbox"/> Duke Easement | |
| <input type="checkbox"/> Curative Need Identified – See Curative Document Report | <input checked="" type="checkbox"/> N/A |
| <input type="checkbox"/> ROW Agent Completed Curative Need | <input checked="" type="checkbox"/> N/A |

Completed by: **Hatsie Haran**, Title Agent

County Certified through Date: **9/15/2022**

Intended for internal CLS use only

[Interactive Map of this parcel](#)[Sales Query](#)[Back to Query Results](#)[New Search](#)[Tax Collector Home Page](#)[Cont](#)

Item 12C.

15-31-15-58320-011-0010[Compact Property Record Card](#)[Tax Estimator](#)**Updated September 24, 2022**[Email](#) [Print](#)[Radius Search](#)[FEMA/WLM](#)

Ownership/Mailing Address Change Mailing Address	Site Address
MADEIRA BEACH, CITY OF 300 MUNICIPAL DR MADEIRA BEACH FL 33708-1916	GULF BLVD MADEIRA BEACH

[Property Use:](#) 1090 (Vacant Commercial Land w/XFSB)Current Tax District: MADEIRA BEACH ([MB](#))

Total Heated SF:

Total Gross SF:

[\[click here to hide\] Legal Description](#)

MITCHELL'S BEACH REVISED BLK 11, LOTS 1 AND 2 LESS RD R/W PER O.R. 4408/1950

File for Homestead Exemption			2022 Parcel Use	
Exemption	2022	2023		
Homestead:	No	No		
Government:	Yes	Yes	Homestead Use Percentage: 0.00%	
Institutional:	No	No	Non-Homestead Use Percentage: 100.00%	
Historic:	No	No	Classified Agricultural: No	

Parcel Information [Latest Notice of Proposed Property Taxes \(TRIM Notice\)](#)

Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone (NOT the same as a FEMA Flood Zone)	Flood Zone (NOT the same as your evacuation zone)	Plat Book/Page
04420/0212		121030278021	A	Current FEMA Maps	3/54

2022 Preliminary Value Information

Year	Just/Market Value	Assessed Value / Non-HX Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	\$445,399	\$353,658	\$0	\$0	\$0

[\[click here to hide\] Value History as Certified \(yellow indicates correction on file\)](#)

Year	Homestead Exemption	Just/Market Value	Assessed Value	County Taxable Value	School Taxable Value	Municipal Taxable Value
2021	No	\$403,806	\$321,507	\$0	\$0	\$0
2020	No	\$374,962	\$292,279	\$0	\$0	\$0
2019	No	\$346,119	\$265,708	\$0	\$0	\$0
2018	No	\$272,340	\$253,418	\$0	\$0	\$0
2017	No	\$242,080	\$230,380	\$0	\$0	\$0
2016	No	\$217,872	\$209,436	\$0	\$0	\$0
2015	No	\$205,768	\$190,396	\$0	\$0	\$0
2014	No	\$181,560	\$173,087	\$0	\$0	\$0
2013	No	\$157,352	\$157,352	\$0	\$0	\$0
2012	No	\$157,352	\$157,352	\$0	\$0	\$0
2011	No	\$157,352	\$157,352	\$0	\$0	\$0
2010	No	\$175,508	\$175,508	\$0	\$0	\$0
2009	No	\$211,820	\$211,820	\$0	\$0	\$0
2008	No	\$225,000	\$225,000	\$0	\$0	\$0
2007	No	\$262,700	\$262,700	\$0	N/A	\$0
2006	No	\$272,300	\$272,300	\$0	N/A	\$0
2005	No	\$181,600	\$181,600	\$0	N/A	\$0
2004	No	\$151,300	\$151,300	\$0	N/A	\$0
2003	No	\$151,300	\$151,300	\$0	N/A	\$0
2002	No	\$121,000	\$121,000	\$0	N/A	\$0
2001	No	\$121,000	\$121,000	\$0	N/A	\$0
2000	No	\$102,900	\$102,900	\$0	N/A	\$0
1999	No	\$102,900	\$102,900	\$0	N/A	\$0
1998	No	\$102,900	\$102,900	\$0	N/A	\$0
1997	No	\$102,900	\$102,900	\$0	N/A	\$0
1996	No	\$84,700	\$84,700	\$0	N/A	\$0

2021 Tax Information[2021 Tax Bill](#)Tax District: [MB](#)

2021 Final Millage Rate

17.1166

Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our new [Tax Estimator](#) to estimate taxes under new ownership.

Ranked Sales [\(What are Ranked Sales?\)](#) [See all transactions](#)

Sale Date	Book/Page	Price	Q/U	V/I
1976	04420 / 0212	\$25,100	Q	

Item 12C.

Seawall: No		2022 Land Information			Frontage:		View: None		Item 12.C.	
Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value	Method				
Vacant Commercial (10)	0x0	75.00	6786.6500	1.0000	\$508,999	SF				
[click here to hide] 2022 Extra Features										
Description	Value/Unit	Units	Total Value as New			Depreciated Value	Year			
ASPHALT	\$3.00	5,000.00	\$15,000.00			\$15,000.00	0			
[click here to hide] Permit Data										
Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.										
Permit Number		Description		Issue Date		Estimated Value				
No Permit Data Found										





76082457

O. R. 4420 PAGE 212

This Indenture,

40 Rec 75.30
41 St 28.05
42 Sur 109.35
43 Int
Tst

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

Made this 13th day of May

A. D. 19 76

Between
JOHN F. HARE, a single man
of the County of Pinellas in the State of Florida
party of the first part, and
CITY OF MADEIRA BEACH
300 Municipal Dr., Madeira Beach 33708
of the County of Pinellas in the State of Florida
party of the second part,

RECORDED
PINELLAS CO. FLORIDA
JUN 8 10 08 AM '76
CLERK CIRCUIT COURT

Witnesseth that the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part his heirs and assigns forever, the following described land, situate lying and being in the County of Pinellas, State of Florida, to wit:

Lots 1 and 2, Block 11, Mitchell's Beach Subdivision in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida.

Less the following described real property:
Lying within 40 feet of the Survey Line on State Road 699, Section 15100, said Survey Line being described as follows:

Begin on the Southwesterly extension of the Northwesterly boundary line of Lot 1, Bill William's Madeira Harbor Subdivision in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 25, page 37 and 38, Public Records of Pinellas County, Florida at a point 205.60 feet South 38°11'22" West of the NW corner of Lot 17, Bill William's Madeira Harbor First Addition, as per plat thereof recorded in Plat Book 25, pages 67 and 68 Public Records of Pinellas County, Florida, said point being on a curve concave to the Northeasterly having a radius of 572.96 feet, thence from a Tangent Bearing of North 39°32'08" West run Westerly along said curve 2.75 feet through an angle of 0°16'30" to the end of said curve, thence North 39°15'38" West 1346.71 feet to the Southwesterly extension of the Northwesterly boundary line of Lot 10, Block 11, Mitchell's Beach Subdivision as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida at a LEGAL CONTINUED ON THE BACK HEREOF.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Albert C. Werly
Diana M. Kunath

PINELLAS COUNTY
1982
DOCUMENTARY
DEPT. OF REVENUE
JUN-8'76
75.30

PINELLAS COUNTY
1982
DOCUMENTARY
SUR TAX
JUN-8'76
28.05

State of Florida

County of PINELLAS

I Hereby Certify That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

JOHN F. HARE, a single man
to me well known and known to me to be the individual described in and who executed the foregoing deed, and he acknowledged before me that executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at St. Petersburg, County of Pinellas, and State of Florida, this 13th day of May, A. D. 19 76.

My Commission Expires 11/1/1978

Betty Ann Wagner
Notary Public

Return Fowler, N. Hite
PO Box 2917, Clear 33517

This instrument was prepared by:
ALBERT C. WERLY, ATTORNEY
6641 CENTRAL AVENUE
P. O. BOX 40750
ST. PETERSBURG, FLA 33743
PHONE (813) 381-0000

D. R. 4420 PAGE 213

Abstract of

TO

Date

ABSTRACT OF DESCRIPTION

point 129.75 feet South 38°09'22" West of the NW corner of Lot 10, Block 11, of said Mitchell's Beach Subdivision.

Commence on the Southwesterly extension of the Northwesterly boundary line of Lot 1, Bill William's Madeira Harbor Subdivision in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 25, page 37 and 38, Public Records of Pinellas County, Florida, at a point 205.60 feet South 38°11'22" West of the NW corner of Lot 17, Bill William's Madeira Harbor First Addition as per plat thereof recorded in Plat Book 25, page 67 and 68, Public Records of Pinellas County, Florida said point being on a curve concave to the Northeasterly having a radius of 572.96 feet, thence from a Tangent Bearing of North 39°32'08" West run Westerly along said curve 2.75 feet through an angle of 0°16'30" to the end of said curve, thence North 39°15'38" West 947.605 feet, thence North 38°06'21.09" East 40.992 feet to a Point of Beginning, continue thence North 38°06'21.09" East 18.0 feet, thence South 89°25'21.55" West 22.501 feet, thence South 39°15'38" East 18.0 feet to the Point of Beginning.

RETURN TO:

Fowler, White, Gillen, Boggs, Villareal & Banker, P.A.
ATTORNEYS AT LAW
P.O. Box 2917 Clearwater, Florida 33517.

RESOLUTION OF PARTIAL VACATION OF
Mitchell's Beach
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 6904 PAGE 1288
ON December 27 19 88
KARLEEN F. De BLAKER
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By: Patricia Burks Deputy Clerk

RESOLUTION OF PARTIAL VACATION OF
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RESOLUTION OF PARTIAL VACATION OF
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RESOLUTION OF PARTIAL VACATION OF
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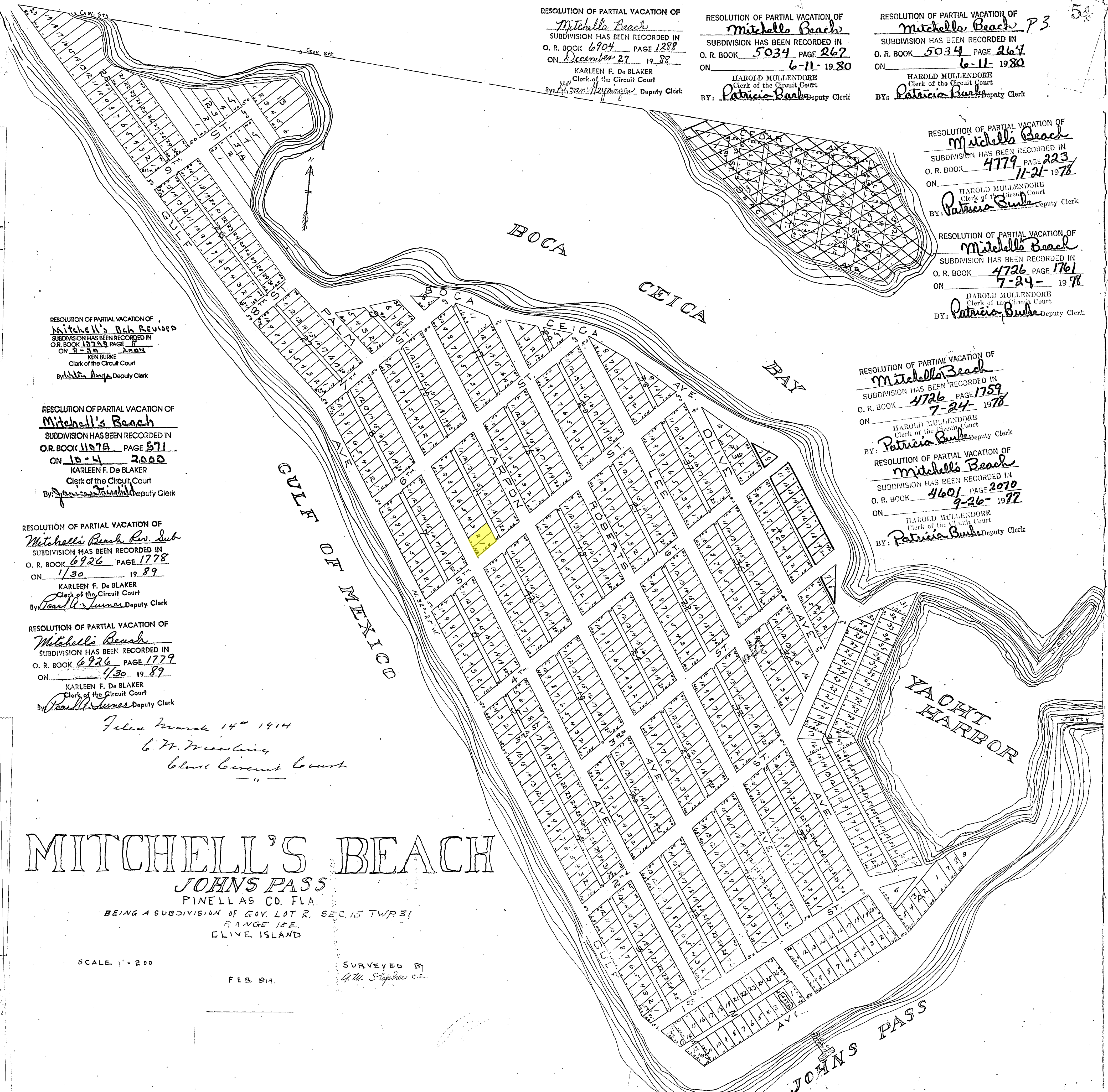
Filed March 14th 1914
C. W. Weisling
Clerk Circuit Court

MITCHELL'S BEACH
JOHNS PASS
PINELLAS CO. FLA.
BEING A SUBDIVISION OF GOV. LOT R, SEC. 15 TWP. 31
RANGE 15E,
OLIVE ISLAND

SCALE 1" = 200

FEB. 1914.

SURVEYED BY
G. M. Stephens C.E.



FORM 1104 WARRANTY DEED-(Statutory Form.)

76066044

TUTBLANK REGISTERED U. S. PAT. OFFICE
TUTTLE LAW PRINT PUBLISHERS RUTLAND, VT 05701

Parcel No. 108.1R
SECTION 15100-2511
STATE ROAD 699
COUNTY Pinellas
FAP NO.

01 Cash 11
40 Rec 600-5-ENG
A1 St 1830
42 Sur 715
43 Int 31.45-04
Tot 101.45-04

This Indenture,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

O.R. 4408 PAGE 1950

Made this 10 day of May

14 14050694.72.1976 077A76

Between

40 6.00

JOHN F. HARE, a single man

of the County of PINELLAS
party of the first part, and

in the State of FLORIDA

14 14050691 72 0001 077A76

STATE OF FLORIDA, for the use and benefit of the State of Florida
Department of Transportation, as party of the second part.41 18.30 DS
42 7.15 ST
25.45 DKof the County of PINELLAS
party of the second part,

Witnesseth that the said party of the first part, for and in consideration of the sum of Ten and no/100 (\$10.00) and other good and valuable consideration Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part his heirs and assigns forever, the following described land, situate lying and being in the County of PINELLAS, State of

Florida, to wit: That part of:
Lots 1 and 2, Block 11, Mitchell's Beach Subdivision in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida.

Lying within 40 feet of the Survey Line on State Road 699, Section 15100, said Survey Line being described as follows:

Begin on the Southwesterly extension of the Northwesterly boundary line of Lot 1, Bill William's Madeira Harbor Subdivision in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 25, page 37 and 38, Public Records of Pinellas County, Florida at a point 205.60 feet South 38°11'22" West of the NW corner of Lot 17, Bill William's Madeira Harbor First Addition, as per plat thereof recorded in Plat Book 25, pages 67 and 68 Public Records of Pinellas County, Florida, said point being on a curve concave to the Northeasterly having a radius of 572.96 feet, thence from a Tangent Bearing of North 39°32'08" West run Westerly along said curve 2.75 feet through an angle of 0°16'30" to the end of said curve, thence North 39°15'38" West 1346.71 feet to the Southwesterly extension of the Northwesterly boundary line of Lot 10, Block 11, Mitchell's Beach Subdivision as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida at a point 129.75 feet South 38°09'22" West of the NW corner of Lot 10, Block 11, of said Mitchell's Beach Subdivision.

LEGAL DESCRIPTION CONTINUED ON THE SECOND PAGE HEREOF.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

John F. Hare
JOHN F. HARE
Butler L. Wagner
RECORDED
PINELLAS CO. FLORIDA
CLERK CIRCUIT COURT

This instrument was prepared by:

ALBERT C. WERLY, ATTORNEY
6641 CENTRAL AVENUE
P. O. BOX 40750
ST. PETERSBURG, FLA. 33743
PHONE (813) 381-0000

State of Florida

MAY 7 11 55 AM '76

County of PINELLAS

I Hereby Certify That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

JOHN F. HARE, a single man

to me well known and known to me to be the individual described in and who executed the foregoing deed, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

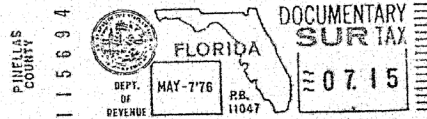
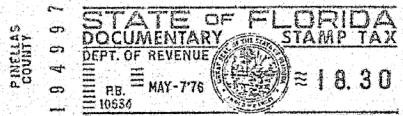
Witness my hand and official seal at St. Petersburg
County of Pinellas, and State of Florida, this 4th
day of May, A. D. 19 76.

My Commission Expires 1/1/78

Notary Public

RETURN TO: Mr. Curtis Galloway, Right of Way Agent
State of Florida, Department of Transportation
3226 - 5th Avenue South
St. Petersburg, Florida 33712

C.O.R. 4408 PAGE 1951



Warranted

TO

Date
ABSTRACT OF DESCRIPTION

LESS existing rights of way.

Containing 1197.240 square feet or 0.027 acre, more or less.

ALSO:

That part of:

Lot 1, Block 11 of above described Mitchell's Beach Subdivision, lying within the following metes and bounds description:

Commence on the Southwesterly extension of the Northwesterly boundary line of Lot 1, Bill William's Madeira Harbor Subdivision in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 25, page 37 and 38, Public Records of Pinellas County, Florida, at a point 205.60 feet South 38°11'22" West of the NW corner of Lot 17, Bill William's Madeira Harbor First Addition as per plat thereof* said point being on a curve concave to the Northeasterly having a radius of 572.96 feet, thence from a Tangent Bearing of North 39°32'08" West run Westerly along said curve 2.75 feet through an angle of 0°16'30" to the end of said curve, thence North 39°15'38" West 947.605 feet, thence North 38°06'21.09" East 40.992 feet to a Point of Beginning, continue thence North 38°06'21.09" East 18.0 feet, thence South 89°25'21.55" West 22.501 feet, thence South 39°15'38" East 18.0 feet to the Point of Beginning.

LESS existing rights of way.

Containing 158.078 square feet, more or less.

* recorded in Plat Book 25, page 67 and 68, Public Records of Pinellas County, Florida

Pinellas County, FL
 Work Request #: Madeira Beach Ph1
 Address: Gulf Blvd, Madeira Beach, FL 33708
 STR: Section: 15; Township: 31 S; Range: 15 E

EASEMENT

THIS EASEMENT (“**Easement**”) from **CITY OF MADEIRA BEACH**, a **Florida** municipal corporation (“**GRANTOR**,” whether one or more) to **DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY**, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns (“**GRANTEE**”);

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes under, upon, across, through and within the following described lands in Pinellas County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of **GRANTEE's** facilities to be installed at mutually agreeable locations over, under, upon, across, through and within the following described property to accommodate present and future development:

Lots 1 and 2, Block 11, Mitchell’s Beach Subdivision in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 3, page 54, Public records of Pinellas County, Florida.

Less the following described real property:

Lying within 40 feet of the Survey Line on State Road 699, Section 15100, said Survey Line being described as follows:

Begin on the Southwesterly extension of the Northwesterly boundary line of Lot 1, Bill William’s Madeira Harbor Subdivision in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 25, page 37 and 38, Public Records of Pinellas County, Florida at a point 205.60 feet South 38°11’22” West of the NW corner of Lot 17, Bill Williams Madeira Harbor First Addition, as per plat thereof recorded in Plat Book 25, pages 67 and 68 Public Records of Pinellas County, Florida, said point being on a curve concave to the Northeasterly having a radius of 572.96 feet, thence from a Tangent Bearing of North 39°32’08” West run Westerly along said curve 2.75 feet through an angle of 0°16’30” to the end of said curve, thence North 39°15’38” West 1346.71 feet to the Southwesterly extension of the Northwesterly boundary line of Lot 10, Block 11, Mitchell’s Beach Subdivision as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida at a point 129.75 feet South 38°09’22” West of the NW corner of Lot 10, Block 11, of said Mitchell’s Beach subdivision.

Prepared By:
 Manny R. Vilaret, Esquire
 Vilaret Law, PLLC
 10901 Danka Circle, Suite C
 St. Petersburg, Florida 33716

Return To: Duke Energy
 Attn: Land Services
 2401 25th Street North, SP-15
 St. Petersburg, Florida 33713

Commence on the Southwesterly extension of the Northwesterly boundary line of Lot 1, Bill William's Madeira Harbor Subdivision in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 25, page 37 and 38, Public Records of Pinellas County, Florida, at a point 205.60 feet South 38°11'22" West of the NW corner of Lot 17, Bill William's Madeira Harbor First Addition as per plat thereof recorded in Plat Book 25, page 67 and 68, Public Records of Pinellas County, Florida said point being on a curve concave to the Northeasterly having a radius of 572.96 feet, thence from a Tangent Bearing of North 39°32'08" West run Westerly along said curve 2.75 feet through an angle of 0°16'30" to the end of said curve, thence North 39°15'38" West 947.605 feet, thence North 38°06'21.09" East 40.992 feet to a Point of Beginning, continue thence North 38°06'21.09" East 18.0 feet, thence South 89°25.21.55" West 22.501 feet, thence South 39°15'38" East 18.0 feet to the Point of Beginning.

Tax Parcel Number: 15-31-15-58320-011-0010

The general scope and location of the facilities covered in this Easement have been agreed to by the parties hereto. This Easement will be replaced with a Descriptive Easement, as will be shown on a certified surveyed sketch of description to be provided by **GRANTEE** within ninety (90) days after the installation of Facilities by **GRANTEE**. If the Descriptive Easement is not executed by **GRANTOR** within forty-five (45) days of being provided by **GRANTEE**, **GRANTEE** will record this Easement.

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR's** adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area

provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this _____ day of _____, 20____, and is effective as of the Effective Date herein.

GRANTOR:
CITY OF MADEIRA BEACH, a Florida
 municipal corporation

ATTEST:

 Clara VanBlargan, City Clerk

 Print or Type Name

**SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF:**

 Signature of First Witness

 Print or Type Name of First Witness

 Signature of Second Witness

 Print or Type Name of Second Witness

 Robin Gomez, City Manager

 Print or Type Name

Grantor(s) Mailing Address:

 300 Municipal Dr

 Madeira Beach, FL 33708

First Witness Mailing Address:

Second Witness Mailing Address:

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day _____, 20____, by Robin Gomez, its City Manager, respectively, of CITY OF MADEIRA BEACH, a Florida municipal, on behalf of the City who is personally known to me or who has produced _____ as identification.

[Notary Seal]

 Notary Public

 Name typed, printed or stamped

My Commission Expires: _____

Title Research Checklist

Item 12C.

Duke Beach UG

WO#: **Madeira Beach Ph1**

Parcel #: **09-31-15-34308-001-0160**

Landowner Name: **City of Madeira Beach**

I verify that I have completed searches of all the below resources:

- | | |
|--|---|
| <input checked="" type="checkbox"/> LexisNexis | |
| <input checked="" type="checkbox"/> Courthouse Marriage/Divorce Records | <input type="checkbox"/> N/A |
| <input type="checkbox"/> Courthouse probate records / LWT/ Death Certificates | <input checked="" type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> Secretary of State | <input type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> Online sites and records for signing authority | <input type="checkbox"/> N/A |
| <input type="checkbox"/> Trust documents | <input checked="" type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> Power of Attorney | <input type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> Duke Easement | |
| <input type="checkbox"/> Curative Need Identified – See Curative Document Report | <input type="checkbox"/> N/A |
| <input type="checkbox"/> ROW Agent Completed Curative Need | <input type="checkbox"/> N/A |

Completed by: **Chris Lovas**, Title Agent

County Certified through Date: **9/20/22**

09-31-15-34308-001-0160[Compact Property Record Card](#)[Tax Estimator](#)**Updated September 21, 2022**[Email](#) [Print](#)[Radius Search](#)[FEMA/WLM](#)

Ownership/Mailing Address Change Mailing Address	Site Address
MADEIRA BEACH, CITY OF 300 MUNICIPAL DR MADEIRA BEACH FL 33708-1916	GULF BLVD MADEIRA BEACH



[Property Use:](#) 9490 (Right-of-Way Street and Road, Irrigation Canal, Channel, Ditch, etc.) Current Tax District: MADEIRA BEACH ([MB](#)) SF: Total Gross SF:

[click here to hide] **Legal Description**

GULF SHORES SUB BLK A, SE'LY 20FT OF LOT 16 FOR BEACH ACCESS

File for Homestead Exemption			2022 Parcel Use	
Exemption	2022	2023		
Homestead:	No	No		
Government:	Yes	Yes	Homestead Use Percentage: 0.00%	
Institutional:	No	No	Non-Homestead Use Percentage: 100.00%	
Historic:	No	No	Classified Agricultural: No	

Parcel Information [Latest Notice of Proposed Property Taxes \(TRIM Notice\)](#)

Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone (NOT the same as a FEMA Flood Zone)	Flood Zone (NOT the same as your evacuation zone)	Plat Book/Page
00000/0000		121030278021	A	Current FEMA Maps	21/10

2022 Preliminary Value Information

Year	Just/Market Value	Assessed Value / Non-HX Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	\$8,500	\$8,500	\$0	\$0	\$0

[click here to hide] **Value History as Certified (yellow indicates correction on file)**

Year	Homestead Exemption	Just/Market Value	Assessed Value	County Taxable Value	School Taxable Value	Municipal Taxable Value
2021	No	\$8,500	\$8,500	\$0	\$0	\$0
2020	No	\$8,500	\$8,500	\$0	\$0	\$0
2019	No	\$8,500	\$8,500	\$0	\$0	\$0
2018	No	\$8,500	\$8,500	\$0	\$0	\$0
2017	No	\$8,500	\$8,500	\$0	\$0	\$0
2016	No	\$8,500	\$8,500	\$0	\$0	\$0
2015	No	\$8,500	\$8,500	\$0	\$0	\$0
2014	No	\$8,500	\$8,500	\$0	\$0	\$0
2013	No	\$8,500	\$8,500	\$0	\$0	\$0
2012	No	\$8,500	\$8,500	\$0	\$0	\$0
2011	No	\$8,500	\$8,500	\$0	\$0	\$0
2010	No	\$8,500	\$8,500	\$0	\$0	\$0
2009	No	\$8,500	\$8,500	\$0	\$0	\$0
2008	No	\$7,900	\$7,900	\$0	\$0	\$0
2007	No	\$8,200	\$8,200	\$0	N/A	\$0
2006	No	\$8,500	\$8,500	\$0	N/A	\$0
2005	No	\$8,500	\$8,500	\$0	N/A	\$0
2004	No	\$8,500	\$8,500	\$0	N/A	\$0
2003	No	\$8,500	\$8,500	\$0	N/A	\$0
2002	No	\$8,500	\$8,500	\$0	N/A	\$0
2001	No	\$8,500	\$8,500	\$0	N/A	\$0
2000	No	\$96,500	\$96,500	\$0	N/A	\$0
1999	No	\$96,500	\$96,500	\$0	N/A	\$0
1998	No	\$96,500	\$96,500	\$0	N/A	\$0
1997	No	\$96,500	\$96,500	\$0	N/A	\$0
1996	No	\$96,500	\$96,500	\$0	N/A	\$0

2021 Tax Information[2021 Tax Bill](#)Tax District: [MB](#)

2021 Final Millage Rate 17.1166

Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of

Ranked Sales [\(What are Ranked Sales?\)](#) [See all transactions](#)

Sale Date	Book/Page	Price	Q/U	V/I
No recent sales on record				

exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions.
Please use our new [Tax Estimator](#) to estimate taxes under new ownership.

Item 12C.

2022 Land Information

Seawall: No	Frontage:	View: None
Land Use	Unit Value	Total Adjustments
Rights-Of-Way (94)	20x172	10000.00
	Units	1.0000
		\$10,000
		UT

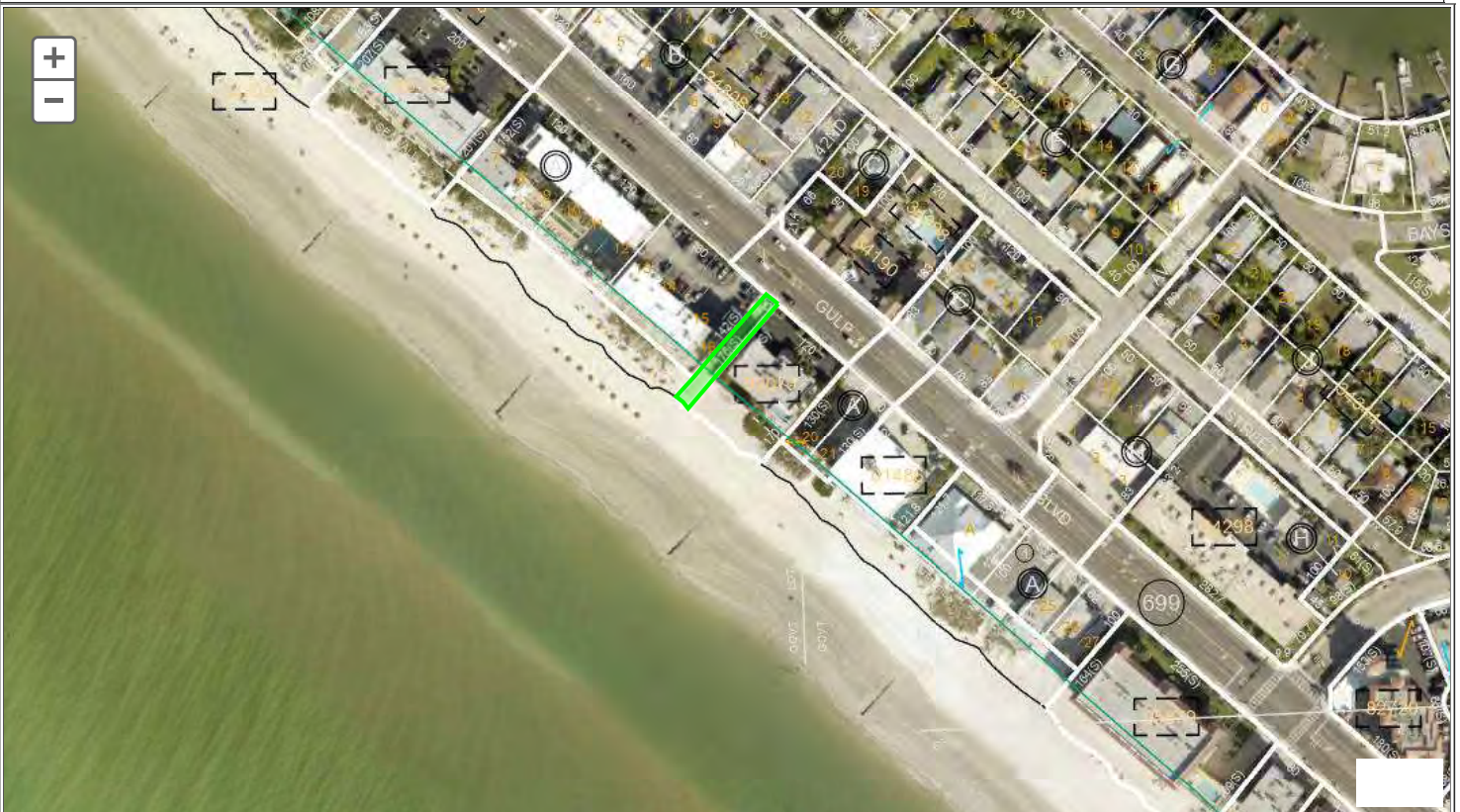
[click here to hide] 2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
No Extra Features on Record					

[click here to hide] Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
No Permit Data Found			



If you are experiencing [issues with this map loading](#), you may need to clear your web browsing history, then close and restart your web browser.

[Interactive Map of this parcel](#) [Map Legend](#) [Sales Query](#) [Back to Query Results](#) [New Search](#) [Tax Collector Home Page](#) [Contact Us](#)



405530

75087829

G. P. 4307 PAGE 1629

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:

James W. Hagan

of the Law Offices of

RET. FOWLER, WHITE, GILLEN,
HUMKEY, KINNEY & BOGGS, P.A.
Post Office Box 1438
TAMPA, FLORIDA 33601

Warranty Deed

(STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 15th day of May 1975, Between

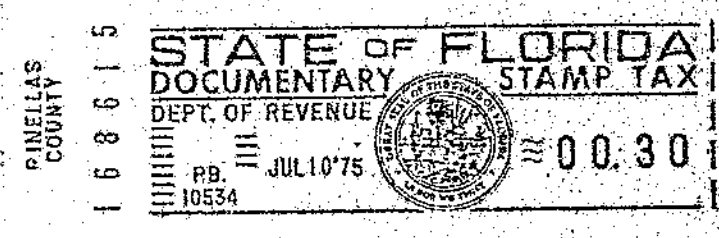
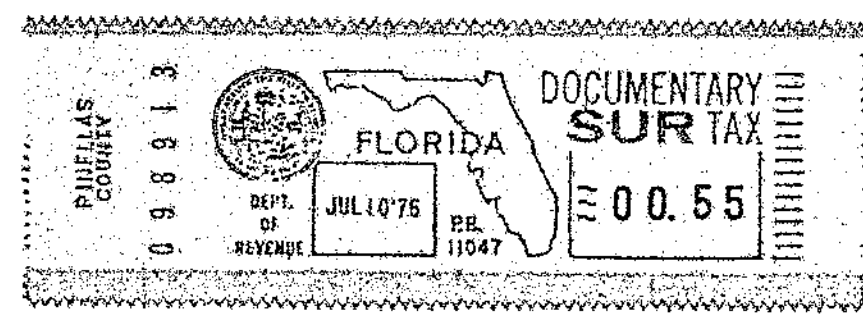
WILLIAM R. MARSH and ELLAN M. MARSH, his wife,
of the County of Pinellas, State of Florida, grantor°, and

CITY OF MADEIRA BEACH, a Municipal corporation,
whose post office address is 300 Municipal Drive, Madeira Beach 33708
of the County of Pinellas, State of Florida, grantee°,

Witnesseth, That said grantor, for and in consideration of the sum of TEN (\$10.00) Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pinellas County, Florida, to-wit:

The Southeast 20 feet of Lot 16, Block A, GULF SHORES
SUBDIVISION, according to map or plat thereof as
recorded in Plat Book 21, page 10, Public Records of
Pinellas County, Florida.



and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Unrecorded
Thelma Shelton

William R Marsh (Seal)
William R. Marsh
Ellan M Marsh (Seal)
Ellan M. Marsh

RECORDED
PINELLAS CO. FLORIDA
Harold M. Shelton
CLERK CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF PINELLAS
JUL 10 4 39 PM '75

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared WILLIAM R. MARSH and ELLAN M. MARSH, his wife

to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.
WITNESS my hand and official seal in the County and State last aforesaid this 15 day of May 1975.

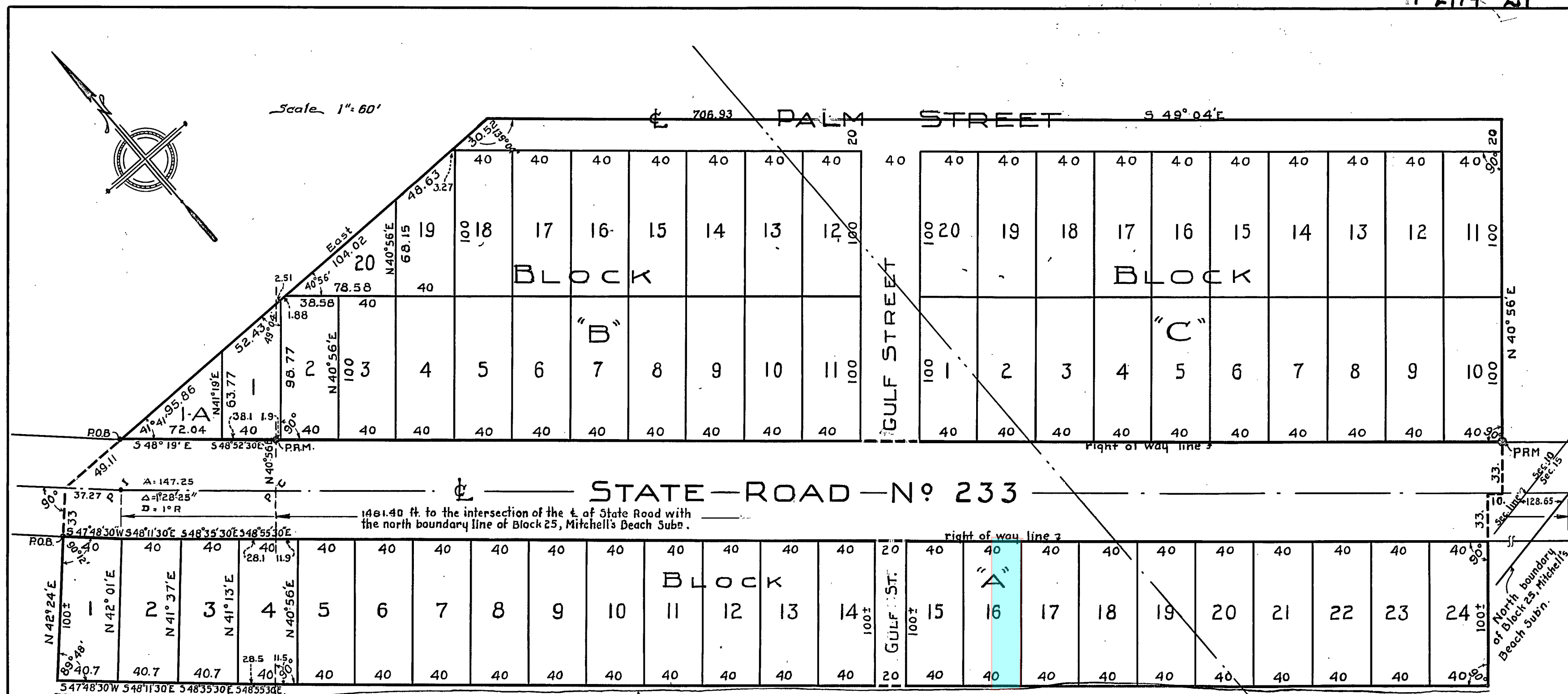
My commission expires:

Thelma Shelton
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 1, 1977
BONDED THRU GENERAL INSURANCE UNDER \$100,000

PLAT 21

10



RESOLUTION OF PARTIAL VACATION OF

SUBDIVISION HAS BEEN RECORDED IN

O. R. BOOK _____ PAGE _____

ON _____ 19 _____

HAROLD MULLENDORE
Clerk of the Circuit Court

BY: _____ Deputy Clerk

GULF SHORES SUBNBEING IN GOV'T LOT 2, SECTION 9&10, TOWNSHIP 31 S., RANGE 15 E.
PINELLAS COUNTY, FLORIDA

DESCRIPTION:— From the intersection of the north boundary of Block 25, MITCHELL'S BEACH SUBN. as recorded in Book 3, Page 54, Pinellas County Records, with the centerline of State Road No. 233, run northwest along said centerline of State Road No. 233, a distance of 1481.40 ft. to a curve in said road, thence following such curvature to the right, radius 5729 ft., arc 147.25 ft. to a point.

BLOCK "A"— From the above described point run at right angles to said curvature, southwesterly, 33 ft. to a point of beginning; thence continuing on said line 100± ft. to the waters of the Gulf of Mexico; thence southeast along the waters of said Gulf of Mexico, 982.1± ft.; thence northeasterly at right angles to State Road No. 233 a distance of 100± ft. to the west right of way line of said State Road; thence northwesterly along the said right of way line 980 ft. to the point of beginning.

BLOCKS "B" & "C"— From the above described point, the same being on the centerline of State Road No. 233 run due east 49.11 ft. to a point of beginning; thence continuing east on said line 333.34 ft.; thence southeasterly and paralleling the said State Road No. 233, a distance of 706.93 ft. thence southwesterly and at right angles to said State Road, 220 ft. to the east right of way line of said State Road; thence run northwesterly along said right of way line 952.04 ft. to point of beginning.

DEDICATION:— We the undersigned, hereby certify that we are the owners of the above described tract hereby platted as the GULF SHORES SUBN and that we dedicate to the public all streets, alleys and public places shown on this plat of the subdivision of said lands.

Signed, sealed and delivered in the presence of James B. Howell Witness _____State of Florida }
County of Pinellas } s.s.

I HEREBY CERTIFY, that on this twenty-second day of JULY, A.D. 1935 before me personally appeared HATTIE A. BALCH, joined by F.V. BALCH, her husband, and VIVIAN P. PARSLEY, joined by W.R. PARSLEY her husband, to me known to be the persons described in and who executed the foregoing certificate and dedication and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned; and the said HATTIE A. BALCH wife of the said F.V. BALCH, and VIVIAN P. PARSLEY wife of the said W.R. PARSLEY, on separate and private examinations taken and made by and before me and separately and apart from their said husbands did acknowledge that they made themselves party to the said plat and dedication for the purpose of renouncing, relinquishing and conveying all rights, title and interest, whether of dower or separate property, statutorily or equitable in and to the lands dedicated to the public and that they executed the same freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from their said husbands.

WITNESS my hand and official seal at St. Petersburg, County of Pinellas and State of Florida. The day and year aforesaid.

Henry U. Stone Notary Public State of Florida at large.My commission expires March 17th 1939APPROVED for the board of County Commissioners this 23rd day of July A.D. 1935.County Engineer

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that on this eleventh day of JULY A.D. 1935, this property was surveyed and staked and that monuments were set as indicated and that the dimensions, angles and lengths are correct.

State Engineer's License No. 231 State Surveyor's License No. 100

Plat Book 21 page 10

200 P.

505208

Pinellas County, FL
 Work Request #: Madeira Beach Phase 1
 Address: Gulf Blvd, Madeira Beach, FL 33708
 STR: Section: 09; Township: 31 S; Range: 15 E

EASEMENT

THIS EASEMENT (“**Easement**”) from **CITY OF MADEIRA BEACH**, a Florida municipal corporation (“**GRANTOR**,” whether one or more) to **DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY**, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns (“**GRANTEE**”);

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes and for the communication purposes of under, upon, across, through and within the following described lands in Pinellas County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of **GRANTEE's** facilities to be installed at mutually agreeable locations over, under, upon, across, through and within the following described property to accommodate present and future development:

The Southeast 20 feet of Lot 16, Block A, Gulf Shores Subdivision, according to map or plat thereof as recorded in Plat Book 21, Page 10, Public Records of Pinellas County, Florida.

Tax Parcel Number: 09-31-15-34308-001-0160

The general scope and location of the facilities covered in this Easement have been agreed to by the parties hereto. This Easement will be replaced with a Descriptive Easement, as will be shown on a certified surveyed sketch of description to be provided by **GRANTEE** within ninety (90) days after the installation of Facilities by **GRANTEE**. If the Descriptive Easement is not executed by **GRANTOR** within forty-five (45) days of being provided by **GRANTEE**, **GRANTEE** will record this Easement.

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR's** adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in

Prepared By:
 Manny R. Vilaret, Esquire
 Vilaret Law, PLLC
 10901 Danka Circle, Suite C
 St. Petersburg, Florida 33716

Return To: Duke Energy
 Attn: Land Services
 2401 25th Street North, SP-15
 St. Petersburg, Florida 33713

the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this _____ day of _____, 20____, and is effective as of the Effective Date herein.

GRANTOR:
CITY OF MADEIRA BEACH, a Florida
 municipal corporation

ATTEST:

 Clara VanBlargan, City Clerk

 Print or Type Name

**SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF:**

 Signature of First Witness

 Print or Type Name of First Witness

 Signature of Second Witness

 Print or Type Name of Second Witness

 Robin Gomez, City Manager

 Print or Type Name

Grantor(s) Mailing Address:

 300 Municipal Dr

 Madeira Beach, FL 33708

First Witness Mailing Address:

Second Witness Mailing Address:

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day _____, 20____, by Robin Gomez, its City Manager, respectively, of CITY OF MADEIRA BEACH, a Florida municipal, on behalf of the City who is personally known to me or who has produced _____ as identification.

[Notary Seal]

 Notary Public

 Name typed, printed or stamped

My Commission Expires: _____



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Jay Hatch, Recreation Director
DATE: 05/15/2024
RE: Concession and Restroom Building Design

Background

City staff, stake holders, and users have identified needed facility improvements related to the existing Concession Stand and Restroom facility currently located in R.O.C. Park. The City currently hosts numerous annual events, athletic competitions, and sport leagues within the park while having limited restroom access and concession operations. While exploring options for the project, staff have also identified areas of improvements on and around the existing courts to increase future programming opportunities and encompass them into the project, should it move forward.

Staff has worked with Colliers Engineering & Design, who is currently under contract (attached) with the City, for Design Services, as part of a continuing services agreement which was approved by the Board of Commissioners on September 13, 2023. Staff met with Colliers Engineering & Design for an initial discussion which led to the attached proposal.

The Recreation Department is requesting approval to move forward with the proposed Architectural and Engineering services provided by Colliers Engineering & Design, Inc. Should the proposal be approved, staff will better be able to identify the potential cost of this project to the City and identify opportunities for grants and other alternative funding sources. Deliverables for the projects are listed below.

Deliverables:

- Meeting agendas and summary notes for a maximum of four (4) meetings (digital PDF)
- Preliminary building program (digital PDF)
- Planning Memo (digital PDF)
- Three (3) draft schematic concepts and ROM cost estimates (digital PDF)
- One (1) final schematic concept and one (1) site concept plan (digital PDF)
- Project narratives for MEP/S

Fiscal Impact

\$100,000 is currently budgeted for FY 2024. The attached proposal is for a total lump sum fee on \$53,025.

Recommendation

Staff recommends approval of attached proposal.

Attachments

- Professional Services Proposal – Concession and Restroom Building MAD0004.
- Design Services Agreement – Colliers Engineering & Design

DESIGN SERVICES AGREEMENT

THIS AGREEMENT is hereby made and entered into this 20th day of September 2023, by and between the CITY OF MADEIRA BEACH, FLORIDA, (hereinafter referred to as "CITY"), and Colliers Engineering & Design, Inc., a Florida Corporation (hereinafter referred to as "CONSULTANT").

WHEREAS, CITY desires to engage a firm to provide professional consulting, engineering OR design services for the project hereafter described;

WHEREAS, CITY desires to engage CONSULTANT to provide consulting, engineering and design services upon the Scope of Services to be issued subsequent to the execution of this agreement;

WHEREAS, CONSULTANT is qualified and able to provide the services described herein;

WHEREAS, this agreement has been properly approved by the appropriate authority for CITY and CONSULTANT.

NOW, THEREFORE, for an in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable, and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - PROJECT

1.1 PROJECT

CONSULTANT shall provide CITY consulting, engineering, or design services in accordance with this Agreement and as more particularly described in the Scope of Services hereafter issued to CONSULTANT by CITY in accordance herewith (hereinafter "SERVICES"). The SERVICES shall be provided for the project more particularly described in the Scope of Services hereafter issued to CONSULTANT by CITY in accordance herewith.

1.2 PROJECT TERM AND PARAMETERS

1.2.1 CONSULTANT shall serve as the CITY's Engineer of Record for a three (3) year term with two (2) one year extension options. 1.2.2. The consulting firm shall assist the City towards solutions to engineering problems and designate the approach or technique to be used towards accomplishment of the City's objective for each project or assignment. The firm's services may include, but not be limited to, planning, design, surveys, reviews, construction specifications, construction observation, and permitting. Consulting firms may also be asked to provide engineers for emergency inspections following a natural disaster.

1.2.3 Each individual engineering PROJECT may be competitively bid in phases or on a specific engineering project basis. The budget for each phase of the PROJECT shall be as set forth in the Scope of Services for each phase of the PROJECT executed pursuant hereto. CONSULTANT acknowledges that the PROJECT is publicly funded and budgeted and that fiscal constraints may cause CITY to change the scope or size of the PROJECT, or any phase thereof, or terminate the PROJECT in its entirety. If the PROJECT is adjusted, CONSULTANT'S compensation shall be adjusted as provided herein. CONSULTANT shall designate, in writing, a representative to act for CONSULTANT on the PROJECT, to receive notices and communications from CITY. Additional representatives may be designated in a Scope of Services to have primary responsibility for any particular phase of the PROJECT, but the PROJECT representative shall have primary overall responsibility for the PROJECT.

ARTICLE II - SERVICES

2.1 SCOPE OF SERVICES

2.1.1 CONSULTANT shall provide overall concept plans, architectural designs, drawings, specifications, review, advice, mapping, planning, landscape architecture, environmental services, engineering designs, construction phase services, construction inspections, and public input services relative to the PROJECT in accordance with the applicable Scope of Services set forth below.

Engineering Firms must have demonstrated In-house competence in the following areas:

- Roadway Design
- Stormwater Drainage and Inspection (with coastal communities)
- Pavement Management
- Landscape Architectural Services
- Park Design (active, passive, and coastal)
- NPDES Services (including field inspection services)
- Water Quality Monitoring
- Stormwater Utility Services
- FDOT, FDEP, USACE, and SWFWMD
- FEMA Hazard Mitigation Grant Contract/Construction Administration
- FEMA and Floodplain Code and Ordinance Compliance

Engineering Firms Team must have demonstrated competence in the following areas:

- Structural Engineering
- Architectural Services
- Bridge Inspection and Design
- Surveying
- Construction Engineering and Inspection (CEI)
- Geographic Information Systems Programming
- FDOT Local Agency Program (LAP) Projects
- Mapping/ GIS/ Asset Management
- Environmental Engineering

General Engineering Services to include (but not limited to) design and consultation services for the following upcoming projects:

- Roadway Rehabilitation and Reconstruction
- Roadway design
- Sidewalk and Curb Construction
- Parks and Parkway Improvements
- Lift Station Rehabilitation
- Sanitary Sewer Pipe Installations
- Bridge Repairs
- Roof Replacements/Repairs
- Stormwater Improvements
- Reclaimed Water Pipe & Service Line Replacements
- Seawall Repairs and Reconstruction
- Facility design and commissioning
- Environmental Assessments
- Structural Analysis
- Plan Review
- FDEP NPDES MS4 permit services.
- Marina Facilities

- Rate Studies for City provided services.
- FEMA Hazard Mitigation Grant Administration

Additional services may include, but are not limited to some or all the following projects:

- Multimodal design: public and private realm design graphics for pedestrian, bicycle, transit, and vehicular use; Street-level renderings and visuals; Land Development code amendments that support multimodal design.
- “Smart code” preparation, calibration or form-based code writing.
- Multimodal transportation districts (data and analysis, technical report, comprehensive plan amendment).
 - Transportation modeling.
- Reviewing traffic studies submitted as part of site plan approval.
- Impact fee studies.
- Urban design and design guidelines.
- Assistance with planning-related public outreach and workshops, including but not limited to design charrettes.
- Analysis of planning data.
- “Green” (LEED or FGBC) site design standards, land development code regulations

2.1.2 - The consulting firm(s) will be working on an as-needed basis, and this contract does not guarantee the selected consultant(s) a minimum number of projects.

2.1.3 - The City reserves the right to issue separate contracts for specific services at the city’s sole discretion

2.1.4 - The following accreditations of each firm’s employees or sub-consultants are highly desirable: AICP, AIA, ASLA, or LEED certified professionals.

2.1.5 - The selected consulting firm(s) will be working on an as-needed basis, and this contract does not guarantee the selected consultant(s) a minimum number of projects.

2.1.6 - The City reserves the right to issue separate contracts for specific services at the city’s sole discretion.

2.1.7 - One or more Scope of Services for SERVICES on the various phases of the PROJECT shall be submitted by CONSULTANT, and upon written approval by CITY, shall be incorporated herein.

2.1.8 - The SERVICES shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Work Schedule incorporated within the Scope of Services.

2.2 PROJECT STUDY AND DESIGN SERVICES

As specifically authorized by a Scope of Services approved by CITY in writing, CONSULTANT shall perform the following services:

2.2.1 CONSULTANT shall conduct planning, engineering, field testing, investigations, and studies, and prepare engineering reports and cost estimates, pertaining to the PROJECT. CONSULTANT shall prepare the detailed design for any phase of the PROJECT that has been approved by CITY. The detailed design shall include detailed construction drawings, specifications, and contract documents suitable for inviting construction bids for each phase of the PROJECT. The SERVICES shall include the preparation of an estimate of probable cost of construction based upon completed construction plans. One (1) set of reproducible drawings and an electronic version and the number of complete sets of drawings, specifications and contract documents set forth in the Scope of Services shall be submitted to CITY by CONSULTANT

for each phase of the PROJECT. When CADD software is used on the PROJECT, CONSULTANT shall submit a copy of all drawing files on computer disc or CD ROM, as specified by CITY, in addition to the reproducible drawings.

2.2.2 CONSULTANT shall prepare, when requested by CITY, Design Reports for Immediate Action Improvements. Immediate Action Improvements shall include phases of a smaller nature with minimal construction costs, as outlined in the Scope of Services. Such Design Reports shall set forth the design bases, criteria, assumptions, schematics, materials, description, and equipment evaluation and preliminary selection thereof, with capacities, and such other information and material as may be appropriate to thoroughly describe the intended design. Public participation shall be utilized as appropriate and identified in the Design Report. A minimum of one (1) copy of each Design Report shall be submitted to CITY's representative. CONSULTANT shall not proceed with detailed project design until such time as CITY approves the Design Reports for said Immediate Action Improvement.

2.2.3 CONSULTANT shall confer, as authorized, with officials of state, federal and local agencies having jurisdiction over the PROJECT, during the preparation of the drawings and specifications, and shall assist CITY in obtaining approval of the same and in obtaining required permits from and agreements with such agencies. CONSULTANT shall research the availability of, and obtain, existing records, reports, maps, plans, aerial photographs, surveys, and other data from other agencies for use on the PROJECT.

2.2.4 CONSULTANT shall review laws, codes and regulations applicable to the PROJECT, and shall incorporate all legal requirements, and requirements of government agencies having jurisdiction over the PROJECT, into the design thereof.

2.3 ENGINEER SERVICES

As specifically authorized by the Scope of Services approved by CITY in writing, CONSULTANT shall perform the following services:

2.3.1 CONSULTANT shall furnish a chief resident engineer or construction observer for observation of construction, and assistants (including other field staff, related office management and clerical staff) as may be needed. All of which shall be under the general direction and instruction of the CONSULTANT.

2.3.2. CONSULTANT shall arrange for and accompany CITY officials in partial payment and final payment inspections of the construction as may be authorized to ensure that the work is completed as invoiced.

2.4 SCHEMATIC DESIGN

2.4.1 CONSULTANT shall prepare Schematic Designs for review with CITY and other design professionals on the PROJECT, in accordance with the approved Scope of Services for the PROJECT.

2.4.2. CONSULTANT shall work with CITY and the other design professionals on the PROJECT to define the PROJECT construction, improvement, and renovation, and to provide design assumptions, which facilitate preparation of an estimate of construction cost. CONSULTANT shall obtain CITY's approval prior to proceeding with Design Development.

2.5 DESIGN DEVELOPMENT

2.5.1 CONSULTANT shall provide engineering design development documents for the PROJECT that shall include drawings and material specifications. Material specifications shall be in outline format.

Design development drawings shall be submitted by CONSULTANT in accordance with the approved Scope of Services for the PROJECT.

2.5.2. CONSULTANT shall develop the Design Development documents in consultation with CITY, and in coordination with the other design professionals on the PROJECT to ensure coordination of PROJECT design, material quality and construction budget. At the close of the Design Development phase, CONSULTANT shall obtain CITY's approval prior to proceeding with construction documentation.

2.6 CONSTRUCTION DOCUMENTS

2.6.1 CONSULTANT shall prepare engineering construction documents for the PROJECT, including all drawings and specifications reasonably required by normal industry practice to support the construction, in accordance with the approved Scope of Services for the PROJECT.

2.6.2 During the course of construction the contractor and/or Engineer shall keep at site a set of markup prints indicating changes from original drawings. Drawing will be available for review by Engineer. Mark-up prints shall be used by the Engineer to prepare two (2) sets of as-builts as record of all construction revisions. Two sets of as-built drawings will be provided to the City at no extra cost.

2.7 BIDDING

2.7.1 CONSULTANT shall provide reproducible copies of Construction Documents, attend one (1) pre-bid meeting, provide efficient and prompt communications with all bidders, attend one (1) bid opening, and provide continuity of PROJECT management. The construction contract shall be on a form provided by CITY with recommendations from CONSULTANT as to the content thereof. CONSULTANT shall provide bid documents to prospective bidders. CONSULTANT shall respond to questions from prospective bidders, as necessary.

2.7.2 If the budget for any phase of the PROJECT is exceeded by the lowest bona fide and qualified bidder, without further compensation to CONSULTANT, CITY shall:

2.7.2.1 provide written authorization for an increase in the budget;

2.7.2.2 authorize rebidding of the phase of the PROJECT, within a designated time period;

2.7.2.3 terminate that phase of the PROJECT; or

2.7.2.4 revise the scope of that phase of the PROJECT as required to reduce the cost of the work.

2.8 CONSTRUCTION ADMINISTRATION

2.8.1 In no event shall CONSULTANT visit the site less than once a week. CONSULTANT shall report to CITY on the progress and quality of the work and whether such work is proceeding in accordance with the Contract Documents. Such reports shall be made to the City Manager or his/her designee of CITY on a weekly basis.

2.8.2 CONSULTANT shall provide construction administration services for the engineering aspects of the PROJECT. CONSULTANT shall maintain contractor compliance with the construction documents.

Construction administration services for this PROJECT shall include, without limitation:

2.8.2.1 Attend pre-construction meeting;

2.8.2.2 Attend weekly coordination meetings;

- 2.8.2.3 Review requisitions and change order proposals from the Contractor;
- 2.8.2.4 Make on-site visits to observe progress of construction and conformance to construction documents;
- 2.8.2.5 Provide response and clarification of field requests for information (RFIs); and
- 2.8.2.6 Process shop drawings submitted.
- 2.8.2.7 Collections of warranties, and operating manuals.
- 2.8.3 CONSULTANT shall provide payment administration services for the construction aspects of the PROJECT.
- 2.8.3.1 Review and approve applications and certificates for payments.
- 2.8.3.2 Processing of contractor's final payment
- 2.8.3.3 Collection of releases of liens.

2.9 AUTHORIZATION OF WORK

2.9.1 All work to be performed by CONSULTANT under this Agreement shall first be authorized by CITY by written Scope of Services, pursuant to the following:

2.9.1.1 Authorizations approved by CITY shall contain a description of the Work to be undertaken. The authorization shall also contain a budget amount of the fee to be paid based upon the applicable method for calculating the fee, and such budget amount shall not be exceeded, unless prior written approval by CITY is obtained. The form and format of the budget shall be in sufficient detail so as to identify the various elements of cost and shall be subject to approval of CITY. A scope of services for all phases of the PROJECT shall be prepared by CONSULTANT and subject to written approval of CITY.

2.9.1.2 The authorization may contain additional instructions or provisions specific to the authorized Work for the purpose of expanding upon certain aspects of this Agreement pertinent to the Work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this

Agreement, except as to the specific projects to which such additional instructions or provisions pertain.

CONSULTANT shall not be entitled to compensation for any work performed by CONSULTANT without the necessary written authorization.

2.10 GENERAL SERVICES DURING CONSTRUCTION

2.10.1 As may be specifically authorized by written Scope of Services, CONSULTANT shall:

2.10.1.1 Furnish general planning, environmental and engineering services during construction of phases of the PROJECT for which drawings, specifications and contract documents have been previously prepared by CONSULTANT or accepted by CONSULTANT as being suitable for use.

2.10.1.2 The SERVICES shall include advice and assistance, if required, to CITY in the receipt and analysis of bids and the award of construction contracts, advice and assistance during construction, preparation of such sketches as are needed to resolve actual field conditions, provide any field surveys and/or measurements related to the engineered project, review of shop drawings and working drawings submitted by the contractors, periodic observations of work in progress, review of cost estimates for payments to the contractors during the progress of and upon completion of the contracts, and observation of the final testing and final inspection of the completed Work.

2.10.1.3 Review materials and equipment submittals tendered by bidders and contractors when such submittals are alternatives to those specified or previously approved.

2.10.1.4 Review and report on claims for extra compensation or time extensions submitted by contractors.

2.10.1.5 When requested by CITY, prepare, and submit proposed contract change orders.

2.10.1.56 Prepare and submit monthly progress reports covering the general progress of the Work which describe construction activities, schedules, costs, and problems occurring during the period.

2.11 POST CONSTRUCTION

2.11.1 CONSULTANT shall provide PROJECT closeout services, including walk-through service at the conclusion of the PROJECT build-out.

2.11.2 CONSULTANT shall obtain authority from any surety for the making of periodic or final payments to any contractor.

2.11.3 CONSULTANT shall provide two (2) sets of as-built drawings to the City. Sealed as-built drawings will be on both printed documents and digital format.

ARTICLE 3 – CITY RESPONSIBILITIES

3.1 COVENANTS BY CITY

3.1.1 CITY shall:

3.1.1.1 Pay such fees as are due and payable to CONSULTANT, according to the schedule set forth in the Scope of Services for services authorized, in advance in writing, and properly performed.

3.1.1.2 Appoint a representative under this Agreement, with authority to authorize Work under this Agreement, transmit instructions, receive information, and transmit interpretations and definitions of the CITY'S policy and decisions pertinent to the Work covered by the applicable Scope of Services.

3.1.1.3 Make available, upon request of CONSULTANT, all existing records, reports, maps, plans, aerial photographs, surveys, or other data in CITY'S possession pertaining to the Work on the PROJECT under any Scope of Services authorized hereunder.

3.1.1.4 Make facilities and properties, under CITY'S control, available and accessible for inspection and access by CONSULTANT, for the performance of the Work hereunder.

3.1.1.5 Pay the publication costs for advertisements for qualified bidders for construction of the PROJECT, as budgeted.

3.1.1.6 Pay all permit fees required by agencies having jurisdiction over the PROJECT, unless otherwise agreed to by the parties.

3.1.1.7 Provide information concerning its objectives, schedule, constraints, budget with reasonable contingencies, and criteria for the PROJECT.

ARTICLE 4 - ADDITIONAL SERVICES

4.1 The following shall not be included within the SERVICES provided by CONSULTANT, hereunder:

- 4.1.1 Soils engineering if required;
- 4.1.4 Design of telephone, intercom, or computer systems;
- 4.1.5 Payment of impact and permitting fees; and
- 4.1.6 Materials testing.

4.2 Services additional to the SERVICES shall be provided by CONSULTANT if authorized, in writing, by CITY.

4.3 CONSULTANT shall, when authorized by Scope of Services, in writing, by CITY from time to time:

4.3.1 Assist CITY and serve as technical representative in meetings, correspondence and other forums as required with adjacent jurisdictions, service providers, utility customers and franchise holders.

4.3.2 Make necessary field surveys (including easement plans and description) not otherwise provided by CITY.

4.3.3 Prepare necessary state and federal grant application forms; provide additional planning, environmental, engineering services, special plans and descriptions, as may be required to assist CITY in obtaining various permits and approvals for construction and operation; and prepare for and attend public meetings and hearings as may be authorized by CITY.

4.3.4 Furnish additional copies of drawings, specifications, contract documents, special drawings, reports, and similar documents.

4.3.5 Prepare a set of reproducible record drawings of the completed Work based upon marked-up prints, drawings and other data furnished by the contractor to CONSULTANT showing those changes made during the construction process.

4.3.6 Revise previously approved studies, reports, design, documents, drawings and specifications.

4.3.7 Prepare detailed renderings, exhibits or scale models of projects.

4.3.8 Furnish advice and assistance in the organization of an operation and maintenance staff, in the delegation of routine operating duties, in the organization of sampling and analyses, in the operating and testing of equipment, in the preparation of operating and laboratory report forms, in the adjustment of treatment processes for more efficient performance and assist in the operation of the facilities.

4.3.9 Prepare operation and maintenance manuals for the use of CITY personnel for selected projects; 4.3.10 Conduct investigation and prepare reports pertaining to operations, maintenance and overhead expenses; prepare rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; prepare detailed quantity surveys of material and labor; and prepare material audits or inventories required for certification of force account construction performed by CITY.

4.3.11 Perform additional services resulting from projects involving more than one general construction contract, separate construction contracts for different building trades, or separate equipment contracts.

4.3.12 Perform additional services in connection with the rejection and re-bidding of construction projects.

4.3.13 Review a project prior to the expiration of the guarantee period and to report observed discrepancies under guarantees provided by the construction contract.

4.3.14 Perform additional services during construction made necessary by Work damaged by fire or other cause during construction, acceleration of the work schedule involving services beyond normal working hours, or contract default due to delinquency or insolvency.

4.3.15 Serve as an expert witness for CITY in any litigation or arbitration and to assist CITY in preparing for litigation or arbitration; and

4.3.16 Advise and assist in wholesale service agreements, service area establishment, capital improvement planning, planning services in accordance with Chapter 163, F.S., Comprehensive Planning Act requirements, Redevelopment Districts, Special Districts, or Target Areas, and other services as requested by CITY.

4.3.17 Perform contract administration and related report preparation, owner, contractor and intergovernmental/interagency communications, and file management for FEMA hazard mitigation grant projects.

ARTICLE 5- PERSONNEL

5.1 CONSULTANT'S professional personnel who shall be assigned to the PROJECT shall be as set forth in the Scope of Services for each phase of the PROJECT, as designated therein.

5.2 CONSULTANT shall be the primary consultant on the PROJECT, and the following sub-consultants shall perform SERVICES hereunder, without additional compensation by CITY:

5.3 Any of the sub-consultants may be replaced, upon agreement of the parties. Any replacement or additional sub-consultants shall be subject to CITY'S approval.

ARTICLE 6 -SCHEDULE

6.1 CONSULTANT shall proceed with the SERVICES upon receipt of CITY'S signed authorization to proceed. Following the initial planning meeting with CITY and the other design professionals on the PROJECT, CONSULTANT shall prepare a master PROJECT schedule, on a task-by-task basis, including the analysis, design and documentation work to be accomplished. CONSULTANT shall submit for CITY'S approval a schedule for the performance of the SERVICES, which shall include allowances for periods of time required for CITY'S review and approval of submissions by authorities having jurisdiction over the PROJECT. Time limits established by the schedule approved by CITY shall not be exceeded by CONSULTANT. Time is of the essence in the performance of the SERVICES by CONSULTANT. The preliminary schedule shall be as provided in the Scope of Services for each phase of the PROJECT.

ARTICLE 7 – FEES AND COSTS

7.1 PAYMENT FOR SERVICES

7.1.1 CITY shall pay CONSULTANT for all services authorized and properly performed subject to the budget set out in the Scope of Services, by one of the following methods, as agreed in writing, in advance, by the parties:

7.1.1.1 A mutually agreed upon lump sum of _____; or 7.1.1.2 At the hourly rates as set forth in the attached rate sheet. Sub-consultant costs shall be invoiced at the actual fee paid by CONSULTANT; or

7.1.1.3. On a cost-plus multiplier of _____ based on direct salary costs times a factor of _____ as determined by agreement of the parties, where salary cost is actual salary and wages. Direct labor costs are based on the actual weekly compensation paid to personnel divided by 40 hours. The multiplier factor compensates for indirect salary costs, overhead operating costs, and profit allowance.

Sub-consultant fees shall be invoiced at the actual fees paid by CONSULTANT; or

7.1.1.4 Such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto.

7.1.2 Reimbursable expenses shall be invoiced at the actual expenditures incurred by CONSULTANT as follows:

7.1.2.1 Expense of transportation and living when performing travel authorized in writing by City, for long distance calls and telegrams, and for any fees paid for securing approval of authorities having jurisdiction over the Scope of Services. CITY shall pay such fees, directly, when a price advantage is available.

Travel expenses shall be in accordance with CITY'S travel and per diem allowance schedule. Travel to CITY offices and work sites and telephone and other consultation with CITY shall not be reimbursable; and

7.1.2.2 Expenses for reproduction, postage and handling of drawings and specifications, except file copies, such copies as required to facilitate review and approval and copies provided to contractors in accordance with terms of a contract. Copies provided to prospective bidders shall be sold, directly, to the prospective bidders by CONSULTANT.

7.1.3 All fees shall be invoiced monthly and are due and payable monthly. The monthly amount due shall be determined as the costs are incurred for SERVICES performed using the multiplier or hourly method of compensation defined above, or in proportion of the work completed for services to be performed when a lump sum method of compensation is used, in accordance with the Scope of Services issued by CITY.

7.1.4 If during and after the completion of the drawings, specifications and contract documents described in this Agreement, in accordance with the directions of CITY, it becomes necessary to review or revise the drawings, specifications or contract documents due to changes in federal, state, or city law, rules, regulations or other requirements adopted after preparation thereof, payment for

such review or revision shall be made to CONSULTANT according to such method or methods of calculating the fee as may be mutually agreed upon in advance, in writing. Other changes or revisions shall be made only upon written authorization of CITY directing such changes, review or revisions by CONSULTANT. SERVICES for such changes or revisions shall be paid for at a mutually agreed upon lump sum or at the rates of payment described above, as agreed in advance, in writing, by the parties.

7.1.5 CONSULTANT warrants that it has not employed or retained any company or person, other than bona fide employees working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 8 - MISCELLANEOUS

8.1 TERMINATION

8.1.1 Either party may terminate this Agreement, without cause, prior to the execution of any Scope of Services hereunder, or after completion of all Work required under any purchase orders previously issued hereunder.

8.1.2 CITY may suspend, cancel or abandon any part or phase of the PROJECT described in the Scope of Services, or the services of the CONSULTANT called for under the Scope of Services, without cause, upon providing CONSULTANT five (5) days prior written notice, and CONSULTANT shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment.

8.1.3 It is expressly understood by CONSULTANT that the PROJECT is contingent upon the availability of sufficient funding for the same, and the PROJECT may be reduced or enlarged in scope and the architectural services and payments provided hereunder may be adjusted accordingly, as determined by CITY in its sole discretion.

8.2 OWNERSHIP OF DOCUMENTS, MATERIALS

8.2.1 Reproducible copies of all documents, including without limitation all reports, estimates, plans, drawings, exhibits, tests, specifications, and electronic record drawings, prepared for the PROJECT, shall be the property of CITY and shall be delivered to CITY upon completion of each said document. CITY may utilize any documents prepared by CONSULTANT or any sub-consultant hereunder in any manner it chooses, in its sole discretion, without being subject to any copyright protection.

8.2.2 All documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by others on extensions of the PROJECT or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purposes intended shall be at CITY'S sole risk. Any such verification or adaptation by CONSULTANT shall entitle CONSULTANT to further compensation at rates to be agreed upon by the parties.

8.2.3 Any equipment, materials or supplies for which CITY pays a specific charge under this Agreement shall become the property of CITY upon completion of the part or phase of the PROJECT for which the item was specifically purchased, but in no event later than termination of this Agreement.

8.3 PUBLIC RECORDS

8.3.1 Contractor acknowledges that it is acting on behalf of a public agency; this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. CONSULTANT acknowledges that some or all the documents generated or kept by CONSULTANT, or any sub-consultant may be deemed to be public records under Florida law, and CONSULTANT fully accepts any responsibility required by law in producing or making available said documents.

8.3.2 Contractor shall comply with the following with regard to public records and agrees to the following:

8.3.2.1 The Contractor shall keep and maintain and not delete any and all public records required by the public agency and contractor necessary to perform the service.

8.3.2.2 Upon request from the public agency's custodian of public records, the Contractor shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.

8.3.2.3 The Contractor shall ensure that public records that are exempt or confidential and, therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.

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

8.3.2.5 A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request. The Contractor must provide the records to the public agency or allow the records to be inspected, copied or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.

8.3.2.6 If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

8.3.2.7 A Contractor who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

8.3.2.8 If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award

against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if: The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time, and; At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

8.3.2.9 The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed in this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

8.3.2.10 A Contractor who fully, completely, and timely complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

8.3.2.11 If the Contractor Has Questions Regarding the Application Of Chapter 119, Florida Statutes, To The Contractor's Duty To Provide Public Records Relating To This Contract, Contact The Custodian Of Public Records At:

City of Madeira Beach
City Clerk Clara VanBlargan
Madeira Beach, FL 33708 727-391-9951 Ext. 231
cvanblargan@madeirabeachfl.gov

8.4 WARRANTY, INSURANCE AND LIABILITY

8.4.1 CONSULTANT warrants that the SERVICES shall be carefully, skillfully, and timely performed; in accordance with the standard for such professional services at the time those services are rendered.

8.4.2 Throughout the term of this Agreement and until the completion of all construction of the PROJECT, CONSULTANT shall carry liability insurance for injury or loss arising from comprehensive general and automobile exposures at a minimum of \$1,000,000.00 per individual, per occurrence, and professional liability insurance in an amount not less than \$1,000,000.00. CONSULTANT shall provide to CITY certificates of insurance evidencing the existence of each required insurance policy, within (30) days of the date of this Agreement. The certificates of insurances shall provide that CITY be notified at least (30) days prior to the cancellation or reduction in policy limits of the policy. Additional certificates of the insurance required hereby shall be provided by CONSULTANT at any time requested by CITY.

8.5 INDEMNIFICATION

8.5.1 CONSULTANT shall indemnify, hold harmless, and defend CITY, its commission members, officers, agents, attorneys, and employees from, and against all liability and expense, including attorney's fees incurred thereby through all appellate proceedings, arising from any claims, demands, damages, suits, administrative proceedings, actions and causes of action, in law or equity of whatever kind or nature, whatsoever for personal injuries, property damage, equitable relief, fines, penalties or other liability of any kind, resulting from the performance of the SERVICES hereunder. CONSULTANT'S liability hereunder

shall include all attorneys' fees and costs incurred by CITY in the enforcement of this indemnification provision. The claims covered by this section shall include claims made by CONSULTANT'S employees, and CONSULTANT hereby waives its entitlement, if any, to immunity under Chapter 440, Florida Statutes

8.5.2 The obligations of the CONSULTANT under this section shall not be limited in any way by any immunity from or limitation of liability that the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations under this section shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained by CONSULTANT under this Agreement.

8.5.3 CITY shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONSULTANT of any of its obligations hereunder. CONSULTANT shall obtain the prior written consent of CITY prior to entering any settlement of such claim.

8.5.4 Each party shall cooperate, and cause its agents, employees, and attorneys to cooperate, in the defense of any third-party claim, and shall furnish such records and information, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith.

8.6 OTHER REQUIREMENTS

8.6.1 Nothing contained herein guarantees CONSULTANT any amount of work or compensation. This Agreement shall not be considered an exclusive agreement, and CITY shall not be obligated to exclusively use the services of CONSULTANT for any project it undertakes.

8.6.2 This Agreement supersedes all prior negotiations and oral or written agreements heretofore made relating to the subject matter and constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except in writing and signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. The failure to enforce any provision or part of this Agreement shall not constitute a waiver of the right to enforce any part or provision hereof, including the same part or provision in the future. If any portion or part of this agreement is declared invalid by a court of competent jurisdiction, the remainder hereof shall remain in full force and effect.

8.6.3 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8.6.4 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto a) irrevocably submits itself to the exclusive jurisdiction and venue of the Circuit Court of the State of Florida, Pinellas County, and the jurisdiction of the United States District Court for the Middle District of Florida, Tampa Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.

8.6.5 This Agreement shall create no rights or claims whatsoever in any person other than a party hereto, except as provided herein. There shall be no third-party beneficiaries under this Agreement of any kind.

8.6.6 In the event either party employs an attorney to enforce any of the conditions of this Agreement, or to enforce any covenants hereunder, or to enforce any of the rights, remedies, privileges or options at law or in equity, or in any action between the parties, the prevailing party shall be entitled to reimbursement from the non-prevailing party of all costs and expenses incurred or paid by the prevailing party in so doing, including without limitation, all attorneys' and paralegal fees and costs whether the matter is settled privately, by arbitration, or by legal action at the trial court level and at any and all appellate court levels in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, post-trial and all appellate proceedings, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings.

8.6.7 If any construction bids received exceed CITY'S PROJECT budget, as the same may be adjusted, CONSULTANT shall reduce the scope of work, accordingly, and rebid the project without any additional fee to CITY.

8.6.8 All final plans and specifications shall be submitted to the City Commission of CITY for review and approval. All modifications of this agreement shall not be effective unless approved by the City Commission of CITY, in writing.

8.6.9 Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to CONSULTANT:

As to CITY:

City Manager & City Clerk
City of Madeira Beach, Florida
300 Municipal Dr.
Madeira Beach, Florida 33706

8.6.10 Notwithstanding the use of the term "consultant" in this Agreement to describe CONSULTANT, CONSULTANT and all sub-consultants shall be deemed design professionals providing professional design services for the construction of improvements to real property, for all purposes.

8.7 FLORIDA PUBLIC ENTITY CRIMES ACT

Prior to, and during the term of any contract with the City, the City requires that the CONSULTANT shall comply with The Florida Public Entity Crimes Act, §287.133, Fla. Stat. All Proposals and contracts shall include a complete and sworn statement pursuant to §287.133(3)(a), Fla. Stat., attached hereto as Exhibit A.


8.8 DRUG FREE WORKPLACE CERTIFICATION

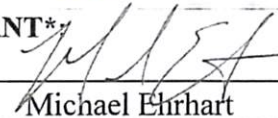
The CONSULTANT shall include a signed and completed Drug Free Workplace Certification, attached hereto as Exhibit B.

and completed Drug Free Workplace Certification, attached hereto as Exhibit B.

8.9 ACCEPTANCE OF CONTRACT:

The parties agree that the prices, scope of work, terms and specifications set forth in this contract are satisfactory and are hereby accepted and agreed to by the City of Madeira Beach, Florida and Contractor upon signature of both parties, and upon signature of both parties the Contractor is authorized to do the work as specified in this agreement as agreed to by:

CITY: 
 Signature: _____ Date: 9-20-2023
 City of Madeira Beach Florida

CONSULTANT*: 
 Signature: _____ Date: 08/24/2023
 Print Name: Michael Ehrhart
 For Colliers Engineering & Design, Inc. ("Contractor")
 Mailing address: 5471 West Waters Ave, Suite 100. Tampa, FL 33634
 Email address: michael.ehrhart@collierseng.com
 Phone: 813-207-1061

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

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

This sworn statement is submitted to the CITY OF MADEIRA BEACH by Michael Ehrhart, Associate Principal [print individual's name and title]

for Colliers Engineering and Design, Inc. d/b/a Maser Consulting [print name of entity submitting sworn statement]

whose business address is: 5471 W Waters Ave Suite 100, Tampa, FL. 33634

and Federal Employer Identification Number (FEIN) is 22-2651610, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of *nolo contendere*; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity,

whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

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

[Signature]

NOTARY PUBLIC

STATE OF FLORIDA

CITY OF Tampa

Sworn to and subscribed before me this 18th day of July, 2023 by

Michael Ehrhart

Associate Principal

Personally known Personally known OR Produced identification

My commission expires 4/8/24

Michelle F Eguia
Notary Public Signature

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



Michelle F Eguia
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG977207
Expires 4/8/2024

EXHIBIT B

**DRUG FREE WORKPLACE
CERTIFICATION.**

SWORN STATEMENT ON DRUG FREE WORKPLACES

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

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

Michael Ehrhart

[print individual's name and title]

Associate Principal

for

Colliers Engineering and Design, Inc. d/b/a Maser Consulting

[print name of entity submitting sworn statement]

whose business address is: 5471 W Waters Ave Suite 100, Tampa, FL 33634

and (if applicable) its Federal Employer Identification Number (FEIN) is 22-2651610 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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

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

- (i) the dangers of drug abuse in the workplace.
 - (ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.
 - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) the penalties that may be imposed upon employees for drug abuse violations.
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).
 - (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
 - (4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

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

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

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

Signature: 

Title: Associate Principal

Company: Colliers Engineering and Design, Inc. d/b/a Maser Consulting

NOTARY PUBLIC

STATE OF FLORIDA

CITY OF Tampa

Sworn to and subscribed before me this 18th day of July 2023

by Michael Ehrhart, Associate Principal who is

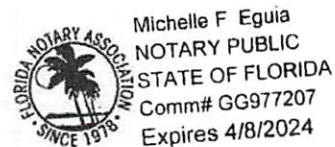
personally known to me OR Produced identification

Personally known [type of identification]

My commission expires 4/8/24

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

Michelle F. Eguia





COLLIER-01

CJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888 E-MAIL ADDRESS: boston@amesgough.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Berkshire Hathaway Specialty Insurance Company 22276 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Colliers Engineering & Design, Inc. dba Maser Consulting* 101 Crawfords Corner, Suite 3400 Holmdel, NJ 07733		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			47-EPP-326918-01	2/25/2023	2/25/2024	Per Claim Limit 1,000,000
A	Professional Liab.			47-EPP-326918-01	2/25/2023	2/25/2024	Aggregate Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Coverages are in accordance with policy terms and conditions.

*NAMED INSUREDS INCLUDE:

Colliers Engineering & Design Inc.; Colliers Engineering & Design CT, P.C.; Colliers Engineering & Design/Maser Consulting Inc.; Colliers Land Services, LLC; Colliers Engineering & Design Inc dba Colliers Project Leaders; Colliers Engineering & Design Inc. dba Bolton Perez & Associates Inc.; Colliers International Group Inc.; Colliers International Holdings USA Inc.; Colliers International USA, LLC; Colliers Project Leaders USA NE, LLC; Bergmann Architectural Associates, Inc.; Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C (also referred to as Bergmann, DPC); Bergmann Engineering Associates, Inc.; Bolton Perez & Associates Inc.; Gorton & Partners LLC; KFW Management LLC dba KFW Engineers & Surveying; KFW SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jared Maxwell</i>

ACORD 25 (2016/03)

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Detail by Entity Name

Foreign Profit Corporation

COLLIERS ENGINEERING & DESIGN, INC.

Filing Information

Document Number	F20000004205
FEI/EIN Number	22-2651610
Date Filed	09/28/2020
State	NJ
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	12/14/2020
Event Effective Date	NONE

Principal Address

101 Crawfords Corner Road
SUITE 3400
Holmdel, NJ 07733

Changed: 04/24/2023

Mailing Address

101 Crawfords Corner Road
SUITE 3400
Holmdel, NJ 07733

Changed: 04/07/2023

Registered Agent Name & Address

CT CORPORATION SYSTEM
100 S POINE ISLAND RD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title Director

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101 Crawfords Corner Road
SUITE 3400
Holmdel, NJ 07733

Title President

HANEY, KEVIN L
101 Crawfords Corner Road
SUITE 3400
Holmdel, NJ 07733

Title EXEC

MASER, RICHARD M
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Holmdel, NJ 07733

Title Treasurer, Director, VP

PONZIO, LEONARDO E
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Title COO

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Title Other

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Title Other

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Boca Raton, FL 33433

Title VP, Secretary

Curtis, Brian E.
101 Crawfords Corner Road
SUITE 3400
Holmdel, NJ 07733

Annual Reports

Report Year	Filed Date
2023	01/03/2023
2023	04/07/2023
2023	05/16/2023

Document Images

05/23/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
05/16/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
04/07/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/03/2023 -- ANNUAL REPORT	View image in PDF format
03/22/2022 -- ANNUAL REPORT	View image in PDF format
06/03/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
12/14/2020 -- Name Change	View image in PDF format
10/07/2020 -- Amendment	View image in PDF format
09/28/2020 -- Foreign Profit	View image in PDF format

May 2, 2024

Mr. Jay Hatch, CPRP
Recreation Director
City of Madeira Beach
200 Rex Place
Madeira Beach, Florida 33706

Re: **Professional Services Proposal
Concession and Restroom Building MAD0004**

Dear Mr. Hatch:

Colliers Engineering & Design, Inc. (CED) and our affiliated team members are pleased to submit this proposal to provide the City of Madeira Beach (the City) with professional architectural and engineering services to design a new building at the Remember Our Children (R.O.C.) Park.

Background and Narrative

The R.O.C. Park was constructed in 2014 and opened in 2015. The park provides amenities including tennis and basketball courts, softball fields, splash pad, playground, dog park, fishing pier, butterfly garden, and additional amenities. Events, live music, and festivals are held at the park throughout the year.

The City intends to build a new building at R.O.C. Park to supplement the amenities that serve park users. They envision the program for the building to include increased concession service space, new public restrooms, 3 office spaces, media coverage space for the sports fields, storage for the Parks and Recreation Department, and an enclosed space with retractable bleachers that would provide one flexible indoor conditioned court, and ancillary spaces to support R.O.C. Park activities. It is imagined that the building would take up the space of 1-2 of the existing outdoor courts along Rex Place and to be about 8,000-sf.

The programming and design elements of the proposed facility must align with the park's mission statement which includes "R.O.C. Park will provide a setting that celebrates the lives of our children and remembers the joy they brought to this world. This memorial embodies a family's love, a friend's loss, and the compassion of our community. We dedicate R.O.C. Park to the memory of lives gone too soon and their love that will endure. We hope to provide healing and support for those who visit from near and far. May the beauty of this park reflect the beauty of love and life we experienced with our children!"

CED has been asked to provide a proposal for the project. As the grade of the park is significantly lower than the floodplain, and the City wants to utilize limited space most efficiently in this area, it is anticipated that the first phase will include developing multiple concepts to assess how the building program can most effectively fit in the limited site area and address flood resiliency.

Based on the above information, CED recommends the following scope of services which includes the following tasks:

1. Task 1 – Schematic Design

CED can also provide the services necessary to design and permit the project. Additionally, CED can provide Construction Contract Administration (CCA) and Services During Construction (SDC) once the scope and schedule for the construction of the project is confirmed.

Scope of Services

Once a Purchase Order (PO) and Notice to Proceed (NTP) has been issued by the City, CED will initiate services summarized in Task 1.0 below.

Task 1.0 Schematic Design

The purpose of this task is to provide programming and schematic design services sufficient to prepare several concepts for City and stakeholder review resulting in a preferred schematic concept prior to field investigations and design development. The effort necessary to manage and coordinate services under this task are also included.

Meetings: In addition to attendance by applicable CED staff, meetings will include an agenda and summary meeting notes. CED has included the following four (4) meetings under this task:

- Site Visit
- Programming Review Meeting (virtual)
- Draft Schematic Concept Review Meeting (virtual)
- Final Schematic Concept and Project Narrative Review Meeting (virtual)

CED will visit the site, meet with applicable City of Madeira Beach staff members and stakeholders, and develop a program document outlining programming spaces and the opportunities and constraints of the site. Additionally, a brief planning memorandum will be prepared. The planning memorandum will include a summary of project background information, applicable City of Madeira Beach Zoning Ordinance regulations, and the Comprehensive Plan 2023 policies supported by the proposed facility. Once complete, the preliminary program document and planning memorandum will be submitted for City review and a meeting will be scheduled to receive feedback/direction from the City and other stakeholders as needed. Direction provided to CED will be utilized when developing the schematic concepts.

Working with our site/civil team and estimators, our architects will then develop three (3) draft schematic concepts for the City's consideration. Each draft schematic concept will include:

- Building concept plan
- Simple 3-D model
- Rough Order of Magnitude (ROM) cost estimate

Once complete, the draft concepts will be submitted to the City for review and a meeting will be scheduled to receive feedback/direction. Based on the comments and direction provided, a single final schematic concept will be selected by the City to move forward. Note: minor changes to the selected concept are included.

CED will then finalize the City selected schematic concept and prepare project narratives for MEP/S systems. Additionally, our site/civil team will prepare one (1) site concept plan to accompany the selected schematic concept.

Once complete, these documents will be submitted to the City and a review meeting will be scheduled to receive feedback/direction. CED anticipates that these deliverables will be considered final; however, minor adjustments to the final schematic, site concept plan, and project narratives (including up to 4 hours of revisions) may be accommodated, as necessary. If adjustments are made, the revised document(s) will be submitted and considered final following the meeting. These final documents will be considered as the basis for future design tasks approved by the City. If requested by the City, major or multiple revisions to the final completed documents will be considered an additional service.

Deliverables:

- Meeting agendas and summary notes for a maximum of four (4) meetings (digital PDF)
- Preliminary building program (digital PDF)
- Planning Memo (digital PDF)
- Three (3) draft schematic concepts and ROM cost estimates (digital PDF)
- One (1) final schematic concept and one (1) site concept plan (digital PDF)
- Project narratives for MEP/S

Schedule

The following table outlines the anticipated duration for each task as outlined in the above scope of work. Due to the nature of the services proposed, there are factors outside of CED's control that may affect this anticipated schedule. If the duration of a task is impacted by an event outside of our control, CED will notify the City's Project Manager of the new estimated task completion date.

Task Name	Estimated Task Duration	Estimated Duration From NTP
Task 1.0 Schematic Design	8 weeks	8 weeks

Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Task Name	Type	Fee
Task 1.0 Schematic Design	Lump Sum	\$53,025
TOTAL LUMP SUM FEE		\$53,025

Exclusions and Understandings

1. CED assumes that the project conforms to Florida statutes regarding the Consultants' Competitive Negotiation Act.
2. The City will provide available and applicable information to CED. CED assumes that this information is accurate and may be relied upon to perform the work.
3. The City will provide the right of entry to the site for CED to perform the services identified in this scope of work. This includes ancillary services not specifically identified but related to the work.
4. Architectural services will be provided by CED's affiliated and authorized entity, Bergmann Architectural Associates, Inc.
5. CED will not be responsible for:
 - a. Conditions which are not obvious through usual and customary visual inspection.
 - b. Conditions that develop after completion of the field inspection, providing the conditions were not visually apparent during the inspection.
6. This scope of services excludes all items not specifically cited in this proposal as well as the following specified exclusions:
 - a. Meetings and/or site visits beyond those described in the above Tasks.
 - b. Legal advice and/or modifications to terms and conditions or contracts.
 - c. Environmental investigation(s).
 - d. Design services beyond schematic design identified above.
 - e. Design for any offsite improvements.
 - f. Bidding services.
 - g. Engineer of Record (EOR) services, Construction Administration (CA), Services During Construction (SDC).
 - h. Permits application development and/or permit application fees.
 - i. Grant services.
7. Applicable Madeira Beach staff will participate in meetings/reviews and provide timely coordination, feedback, and direction, as required.
8. The terms of this Agreement will be completed under the current General Design Services Agreement with Madeira Beach dated September 20, 2023.
9. Any additional services not outlined in this proposal will be completed under a separate proposal or as an amendment to this one.

If an item not listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, CED may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

If you find this scope of services acceptable, kindly sign and return this document.

	<u>5/2/2024</u>		
Signature	Date	Signature	Date
<u>Kyle Goodwin, PE / Senior Project Manager</u>		<u>Jay Hatch, CPRP, Recreation Director</u>	
Name / Title		Name / Title	
<u>Colliers Engineering & Design, Inc. (DBA Maser Consulting)</u>		<u>City of Madeira Beach</u>	
Legal Entity Name		Legal Entity Name	



MEMORANDUM

Date: June 12, 2024
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: CITY MANAGER EMPLOYMENT AGREEMENT – 2ND AMENDMENT

Background

Review and request approval of City Manager employment agreement for a 2nd amendment.

Discussion:

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

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

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

1. Agreement extension through December 31, 2028
2. Additional 4 annual vacation leave workdays for a total of twenty-five (25)
3. In the month of May, each year, the Commission shall conduct a performance evaluation of the City Manager's performance during an agenda item posted at a noticed public meeting

Fiscal Impact

None

Attachments

Robin Gomez Employment Agreement dated December 6, 2021
 1st Amendment to Employment Agreement dated October 19, 2022
 2nd Amendment to Employment Agreement (proposed)

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement, made and entered into this _____ day of June, 2024, by and between the **CITY OF MADEIRA BEACH**, a municipal corporation, organized and existing under the laws of the State of Florida, hereinafter referred to as "City" and **ROBIN GOMEZ**, hereinafter referred to as "Manager," both of whom agree as follows:

WITNESSETH:

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

WHEREAS, the City and Manager mutually negotiated and entered into that certain First Amendment to Employment Agreement dated October 19, 2022 ("First Amendment"); and

WHEREAS, the City and Manager wish to extend the term of the Employment Agreement, as amended, to December 31, 2028, increase the annual vacation leave of the Manager for an additional four (4) annual vacation leave workdays for a total of twenty-five (25) days, and clarify that the Manager's performance evaluation will occur in May of each year.

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

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

SECTION 2. TERM AND EFFECTIVE DATE.

- A. City and Manager agree to the exclusive employment of Manager. The term of this Agreement shall begin on December 20, 2021 and end on December 31, 2028. This Agreement may be amended, extended or terminated by the parties, in accordance with the provisions of this Agreement, unless terminated or resigned pursuant to Sections 2, 7 and 8, herein. If either party does not wish to renew this Agreement, they must give sixty (60) days written notice prior to the expiration of this Agreement.

2. That subparagraph B of Section 4 (Benefits) shall be amended to read as follows:

SECTION 4. BENEFITS

- B. Manager shall be provided annual vacation leave equal to twenty-five (25) workdays per calendar year.

3. That Section 9 (Performance Evaluation) shall be amended to read as follows:

SECTION 9. PERFORMANCE EVALUATION

In May of each year, the Board of Commissioners shall conduct a performance evaluation of Manager during an agenda item posted at a noticed public meeting. The parties agree that performance evaluations for the purpose of mid-course corrections may occur at any time. The review and evaluation shall be in accordance with specific criteria developed jointly by Commission and Manager.

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

CITY OF MADEIRA BEACH

ATTEST:

Clara VanBlargan, City Clerk

By: _____
James "Jim" Rostek, Mayor

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

CITY MANAGER:

Robin Gomez

EMPLOYMENT AGREEMENT – ROBIN GOMEZ

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

WITNESSETH:

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

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

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

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

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

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

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

SECTION 1. DUTIES

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

SECTION 2. TERM AND EFFECTIVE DATE

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

SECTION 3. SALARY

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

SECTION 4. BENEFITS

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

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

SECTION 5. RETIREMENT

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

SECTION 6. PROFESSIONAL DEVELOPMENT

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

SECTION 7. SUSPENSION TERMINATION SEVERANCE CONDITIONS

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

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

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

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

SECTION 8. RESIGNATION

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

SECTION 9. PERFORMANCE EVALUATION

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

SECTION 10. MOVING AND RELOCATION EXPENSES

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

SECTION 11. OTHER TERMS AND CONDITIONS

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

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


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

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


MAYOR JOHN HENDRICKS
CITY OF MADEIRA BEACH, FLORIDA


ROBIN GOMEZ

ATTESTED BY CITY CLERK:


CLARA VANBLARGAN

APPROVED AS TO LEGAL FORM:


CITY ATTORNEY

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement, made and entered into this 19th day of

October, 2022, by and between the **CITY OF MADEIRA BEACH**, a municipal corporation, organized and existing under the laws of the State of Florida, hereinafter referred to as "City" and **ROBIN GOMEZ**, hereinafter referred to as "Manager," both of whom agree as follows:

WITNESSETH:

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

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

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

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

SECTION 2. TERM AND EFFECTIVE DATE.

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

SECTION 3. SALARY

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

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

CITY OF MADEIRA BEACH**ATTEST:**


Clara VanBlargan, City Clerk

By:


John B. Hendricks, Mayor

APPROVED AS TO FORM:


Thomas J. Trask, City Attorney

CITY MANAGER:


Robin Gomez



MEMORANDUM

TO: Mayor and Board of Commissioners

FROM: Robin I. Gomez, City Manager

DATE: June 5, 2024

RE: **HR, Classification, & Compensation Plans Study Agreement**

Background

The City of Madeira Beach last performed a comprehensive employee job classifications and compensation study in 2019. On January 12, 2024, the City issued the enclosed Request for Proposals (RFP) # 2024-01 to receive responses from qualified firms/companies capable of providing a Human Resources, Classification, and Compensation Plans Study.

Review/Discuss

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

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

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

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

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

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

The eight (8) responses were also reviewed by the City's Civil Service Commission on March 7 and April 9, 2024; that also included a presentation by Mr. Jerry Cantrell with the Civil Service Commission to the City Commission at the May 22, 2024, Commission Workshop, and with City staff input, recommend the firm, the Ghering Group, a Risk Strategies Firm, to be approved by the City Commission to perform the study.

Enclosed is a consulting agreement with RSC Insurance Brokerage, Inc., dba Risk Strategies Company (Gehring Group), to perform the identified study.

Fiscal Impact

FY 24 budget for the study is \$50,000. City staff is in agreement with the Ghering Group's proposed study cost totaling: \$37,640.00

Recommendation

Adopt the enclosed agreement with RSC Insurance Brokerage, Inc., dba Risk Strategies Company (Gehring Group).



CITY OF MADEIRA BEACH

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

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

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

Supporting the public sector our
communities rely on.



February 7, 2024

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

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

Dear Evaluation Committee Member:

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

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

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

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

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

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

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

Proposal Contact: Cindy Thompson, VP - Operations
 Project Manager: John Muller, Director of Growth
 Executive Staff: Kurt Gehring, Managing Director

cindy.thompson@gehringgroup.com
john.muller@gehringgroup.com
kurt.gehring@gehringgroup.com

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

Sincerely,



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

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Tab 1: Experience, Qualifications, & References

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

About Gehring Group, A Risk Strategies Company

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

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

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

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

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

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

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

Public Sector Experience

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

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

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



Project Manager

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

Education: University of Miami, Florida Atlantic University

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

Additional Certifications: SPHR, SHRM-CP

Industry Tenure: 20+ years

Experience & Qualifications

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

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

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

Public Sector Experience

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

Lead/Local Consultant

Janet Bodner, MPA – Senior HR & Risk Services Consultant

Education: Syracuse University

Degree: M.S. Public Administration

Industry Experience: 20+ years

Experience & Qualifications

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

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

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

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

Public Sector Experience

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

References

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

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

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

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

Tab 2: Approach/Methods Used to Perform Project

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

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

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

Project Approach

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

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

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

Step 1 – Project Planning - Week 1

1

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

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

2

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

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

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

3

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

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

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

Step 4 – Employee Input & Job Audits - Ongoing

4

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

Step 6 – Conduct Market Study – Weeks 6 through 8

5

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

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

Step 7 – Data Analysis – Weeks 9 through 10

6

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

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

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

Step 8 – Review Initial Finding with Staff - Week 11

7

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

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

Step 9 – Proposal Pay Plan Design Changes – Week 12

8

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

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

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

Tab 3:

Cost Proposal

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

Cost Proposal

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

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

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

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

Tab 4: Drug Free Workplace Certification

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

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

ATTACHMENTS

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

DRUG FREE WORKPLACE CERTIFICATION.

SWORN STATEMENT ON DRUG FREE WORKPLACES

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

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

[print individual's name and title]

Managing Director for RSC Insurance Brokerage, Inc.

[print name of entity submitting sworn statement]

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

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

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

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

City of Madeira Beach

RFP 24-01


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

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

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

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

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

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

NOTARY PUBLIC

STATE OF FLORIDA

CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FL

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

by Kurt N. Gehring who

is personally known to me OR Produced identification

personally known [type of

identification] My commission expires March 21, 2025


 Notary Public Signature Valerie Jean Ensinger

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



Requests for Additional Information

Questions or requests for additional information should be directed to the City Manager, Robin Gomez at rgomez@madeirabeachfl.gov.

Signature of Proposer's Agent

Title

Managing Director

Printed Name

Date

Kurt N. Gehring

February 6, 2024

CONSULTING AGREEMENT

This Consulting Agreement (this “Agreement”) is made and entered into effective as of June 12, 2024 (the “Effective Date”), by and between **RSC Insurance Brokerage, Inc., dba Risk Strategies Company** (“RISK STRATEGIES”) having an office at 160 Federal Street, Boston, MA 02110, and **City of Madeira Beach** (the “CLIENT”) having an office at 300 Municipal Drive, Madeira Beach, Florida 33708, United States. RISK STRATEGIES and CLIENT each a “Party”, and together the “Parties.”

WHEREAS, CLIENT wishes to procure consulting services as more fully described herein (the “Services”) from RISK STRATEGIES, and RISK STRATEGIES desires to provide the Services to CLIENT.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Services.** During the Term, as defined below, RISK STRATEGIES will perform the Services for CLIENT as noted in the applicable Scope of Work (SOW).
2. **Compensation.** In consideration of the Services to be provided by RISK STRATEGIES in Exhibit “A” attached hereto, the CLIENT agrees to pay RISK STRATEGIES the sum of \$37,640.00, to include the Comprehensive job description review, revision, and development, Option 1.
3. **Nature of Relationship.** In the performance of all services and obligations hereunder, it is mutually understood and agreed by the Parties that RISK STRATEGIES is at all times acting and performing as an independent contractor. It is further specifically acknowledged and agreed that nothing in this Agreement shall be considered to create more than the mutual duties, responsibilities and benefits specifically set forth herein. This Agreement is not and shall not be considered an employer-employee relationship, joint venture, or partnership of any kind and neither party shall represent to any third persons that any such relationship exists.
4. **Term and Termination.** The term of this agreement will continue until completion of the Services (the “Term”). Either Party may terminate this Agreement, effective immediately upon written notice to the other party to this Agreement, if the other party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other party does not cure such breach within 45 business days after receipt of written notice of such breach.
5. **Information Provided by CLIENT.** CLIENT shall be required to provide RISK STRATEGIES with all information reasonably required to complete the Services in a timely manner. CLIENT shall cooperate with RISK STRATEGIES' requests for information and resources in order to complete the Services. RISK STRATEGIES will not be responsible for independently verifying the accuracy, completeness, or authenticity of any instructions or information provided to RISK STRATEGIES by the CLIENT or its designated representatives.
6. **Confidentiality.** In the course of providing the Services the Parties may disclose confidential information to each other. “**Confidential Information**” means all non-public, confidential or proprietary information disclosed before, on or after the Effective Date, by one Party (the “Disclosing Party”) to the other Party (the “Recipient”), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” including, but not limited to, all information concerning the Disclosing Party's past, present and future business affairs including, without limitation, finances, insurance policies, customer information, products, services, organizational structure and internal practices, employees, financial results, records and budgets, and business, marketing, development, sales and other commercial strategies, and all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials prepared by or for the Recipient that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing. Except as required by applicable federal, state or local law or regulation, the

term "Confidential Information" as used in this Agreement shall not include information that:

- (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by the Recipient;
- (b) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by a legal, fiduciary or contractual obligation to the Disclosing Party;
- (c) was known by or in the possession of the Recipient, as established by documentary evidence, prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement; or
- (d) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

The Recipient shall protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care and shall only use the Confidential Information in connection with the Services.

Notwithstanding anything contained herein to the contrary, RISK STRATEGIES and the CLIENT will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations concerning privacy of individually identifiable information as set forth in 45 CFR Parts 160-164, as amended from time to time. Where required, the CLIENT, as a representative of the health plans and RISK STRATEGIES will enter into a separate Business Associate Agreement.

Each Party acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Paragraph 6 by such Party. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

Each Party hereby retains its entire right, title, and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of Confidential Information hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title or interest whatsoever to the Recipient.

- 7. **CLIENT Obligations.** CLIENT shall be responsible for reviewing all insurance policies for accuracy and adequacy of coverage.
- 8. **Acts of other Brokers & Consultants.** RISK STRATEGIES will not be responsible for deficiencies in any of CLIENT's insurance policies, coverage and programs not placed by RISK STRATEGIES. RISK STRATEGIES shall not have any liability for the acts, errors and omissions of CLIENT's previous/other brokers or advisors.
- 9. **ERISA Fiduciary.** To the extent that one or more of the CLIENT's employee benefit plans are subject to the Employee Retirement Income Security Act, as amended ("ERISA") notwithstanding any other provision of this Agreement to the contrary, the parties agree and acknowledge as follows:
 - a. RISK STRATEGIES' services under this Agreement do not impose on RISK STRATEGIES or any of its affiliates a fiduciary status under ERISA; and
 - b. This Agreement does not provide RISK STRATEGIES, and the CLIENT will not cause or permit RISK STRATEGIES to assume, without prior written consent of RISK STRATEGIES, any: (i) discretionary

authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"); (ii) authority or control respecting management or disposition of the assets of any ERISA Plan; or (iii) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

10. Legal Practice. RISK STRATEGIES will not be obligated to perform, and the CLIENT will not request performance of, any services which may constitute the practice of law. The CLIENT will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of RISK STRATEGIES under the scope and terms as provided herein, conform in all respects with applicable local, state and federal laws, rules, and regulations (including ERISA, the Internal Revenue Code, state and federal securities laws and implementing regulations) and, to the extent that the CLIENT has foreign operations, any applicable foreign laws and regulations.

11. Limitation of Liability.

- a. No Consequential or Indirect Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHERPARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES, OR ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT,TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
- b. Maximum Liability. IN NO EVENTSHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF, OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED \$50,000. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO: EITHER PARTY'S GROSSLY NEGLIGENT ACTS OR OMISSIONS, WILLFUL MISCONDUCT, OR CLIENT'S FAILURE TO PAY RISK STRATEGIES AMOUNTS DUE HEREUNDER. Each party acknowledges and agrees that the parties entered into the Agreement in reliance upon the limitations of liability set forth in this Section, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

12. Notices. Any notice given under this Agreement shall be in writing and either delivered personally, sent by overnight courier, or mailed by certified mail, return receipt requested, to the addressee. Such notice shall be deemed given when so delivered personally, or if sent by overnight courier, one (1) business day after the date so sent, or if mailed by certified mail, three (3) business days after the date of mailing. Notices shall be sent to the address of the addressee stated below or to such other address as any addressee shall request by written notice.

If to **CLIENT:**

If to **RISK STRATEGIES:**

ATTN:	ATTN: Kurt N. Gehring, Managing Director
ADDRESS: 300 Municipal Drive, Madeira Beach, Florida 33708, United States	ADDRESS: 160 Federal Street, Boston, MA, 02110
With a Copy to:	With a Copy to: legal@risk-strategies.com

13. **Warranty.** The Services are provided on an “as is” basis. RISK STRATEGIES EXPRESSLY DISCLAIMS, WAIVES, RELEASES AND RENOUNCES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.
14. **Client Conflicts.** RISK STRATEGIES has a large and broad base of clients to which it provides an array of risk, insurance brokerage, and consulting services. CLIENT may find itself in a position adverse to that taken by another RISK STRATEGIES client. In view of this, both Parties acknowledge that this Agreement does not disqualify RISK STRATEGIES, at any time, on the basis of the representation of another client.
15. **Miscellaneous.**

Jurisdiction and Venue. This Agreement and the rights of the Parties hereto shall be governed by, construed, and enforced in accordance with the substantive laws of the Commonwealth of Massachusetts without reference to the laws of any other state or jurisdiction. The Parties agree that any legal proceeding arising out of or in connection with this Agreement or the rights of the Parties hereto must be commenced and prosecuted to conclusion in the Commonwealth of Massachusetts.

Entire Agreement. This Agreement contains the entire agreement between CLIENT and RISK STRATEGIES concerning the provision of the Services which are the subject hereof. This Agreement may only be amended by a written amendment signed by both CLIENT and RISK STRATEGIES.

Attorneys’ Fees. If a Party institutes a legal action in any court to enforce the terms of this Agreement, the prevailing Party in such litigation shall, in addition to such other relief as the court may grant, be entitled to a reasonable award of attorneys’ fees and costs.

Survival. The obligations under Section 3, 4, 6, 8, 9, 10, 11, 12, 13, 14, and 15 shall survive the termination of this Agreement.

Severability. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions of the Agreement shall be given effect separately from the provisions of this Agreement so determined and the other provisions shall not be affected by the illegality or unenforceability.

Headings. Headings or captions of paragraphs or sections of this Agreement are for convenience of reference only and shall not be considered in the interpretation of this Agreement.

Assignment. This Agreement will be binding upon, and inure to the benefit of, both Parties and their respective successors and assigns, including any entity with which, or into which, RISK STRATEGIES may be merged, or which may succeed to its assets or business. CLIENT will not assign this Agreement without the prior written consent of RISK STRATEGIES.

Signatures. This Agreement may be executed via facsimile or electronically, and the facsimile or electronic signature of any Party of a counterpart hereof shall be considered valid, binding and effective for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the Effective date.

RISK STRATEGIES COMPANY

CLIENT: CITY OF MADEIRA BEACH

By: _____
Kurt N. Gehring

By _____
Print Name:

Print Title:

Exhibit "A" – Scope of Work

GULF BEACHES PUBLIC LIBRARY, INC.
(a non-profit corporation)

BYLAWS

ARTICLE I: OFFICES

The principal office of the corporation shall be located at 200 Municipal Drive, Madeira Beach, County of Pinellas, Florida.

The corporation shall have and continuously maintain in the State of Florida a registered office and agent whose office is identical with such registered office. The registered office may, but need not be, identical with the principal office in the State of Florida, and the address of the registered office may be changed from time to time by the Board of Trustees.

The general purpose and intent of this Corporation is to:

- Establish and operate the Library in order to improve library services to residents of the five municipalities and beyond
- Do all things toward enhancing the quality and performance of the Library
- Make the library services envisioned available to the public in the most fair and administratively successful means possible
- Undertake, assist, create and provide direction in the acquisition of funds that are available

In addition to the foregoing and not intended to be limited thereby to do any and all things provided for and consistent with Chapter 617 of the Florida Statutes relating to not-for-profit corporations and Chapter 257 relating to public libraries and state archives.

ARTICLE II: TRUSTEES

SECTION 1: CLASSES OF TRUSTEES: The Corporation shall have two (2) classes of Trustees. The designation of each such class and the qualifications and rights of the Trustees of each class shall be as follows:

- A. Voting Trustees shall be one (1) Trustee from each of the municipalities of Redington Shores, North Redington Beach, Redington Beach, Madeira Beach and Treasure Island. Each municipality shall appoint an Alternate Trustee, who can vote only if the Voting Trustee is absent.
- B. The Library Director shall be a non-voting, ex-officio member of the Board of Trustees.

SECTION 2: VOTING RIGHTS: Each Trustee shall have one (1) vote on each matter submitted to a vote of the Trustees. Ex-officio Trustee shall not be entitled to vote, however, shall have a voice in matters pertaining to the operation of the Library.

SECTION 3: APPOINTMENT OF TRUSTEES: The contributing municipalities will determine how any of its Trustees shall be appointed, and shall appoint the Voting Trustees and Alternate Trustees.

SECTION 4: TERMINATION OF MEMBERSHIP: The Board of Trustees, by an affirmative vote of two-thirds of all of the members of the Board, may suspend or expel a member For Cause after an appropriate hearing, after ten (10) day's notice to the sponsoring municipality.

SECTION 5: RESIGNATION: Any Voting or Alternate Trustee may resign by filing: (a) a written resignation with the Mayor of the municipality represented; and (b) a letter to the Chairperson of the Board of Trustees. If a Voting Trustee resigns, the Alternate Trustee will then fill the vacancy. Municipalities have the opportunity and obligation to fill any Board vacancies.

SECTION 6: TRANSFER OF MEMBERSHIP: Membership in this corporation is not transferable or assignable.

Commented [HAP1]: Shall we attempt to define For Cause? Ex: "For Cause shall include any act of fraud, dishonesty or conviction of any criminal act (except for minor traffic infractions).

ARTICLE III: BOARD OF TRUSTEES

SECTION 1: GENERAL POWERS: The affairs of the corporation shall be managed by its Board of Trustees. Trustees must be residents of the municipalities that appointed them.

SECTION 2: DUTIES:

- A. The Board of Trustees, at a duly organized meeting, shall establish such policies for the corporation as necessary to make its purpose, approve and review the annual budget of the corporation and any other business necessary to the corporation. The duties shall include, but not be limited to: establishing administrative policy, adopting the Bylaws, overseeing the affairs of the Library, investing Library funds, employing and directing a Director, conducting public meetings and establishing the operating budget and overseeing its execution, including approving expenditures for Library operations.
- B. A Trustee has a fiduciary responsibility to the stakeholders (residents of the communities of Redington Shores, North Redington Beach, Redington Beach, Madeira Beach and Treasure Island) to:
 - Make decisions for the corporation (duty of care)
 - Act in the best interest of the corporation (duty of loyalty)
 - Act in accordance with the corporation's mission statement (duty of obedience)
 - Stand aside when there is a conflict of interest (recusal)

SECTION 3: NUMBER, TENURE AND QUALIFICATIONS: The number of Trustees shall consist of the five (5) voting Trustees, appointed by the contributing municipality. The term of each Trustee is to be determined by each contributing municipality.

Commented [HAP2]: This is where we left off at last meeting.

ARTICLE IV: MEETINGS OF THE BOARD OF TRUSTEES

SECTION 1: ANNUAL MEETING: An annual meeting of the Board of Trustees shall be held at the offices of the corporation in October of each year, for the transaction of all such business as may come before the meeting.

SECTION 2: REGULAR MEETINGS: A regular meeting of the Board of Trustees shall be held at a time and place to be determined by the Trustees. The Board of Trustees may provide by resolution the time and place.

SECTION 3: SPECIAL MEETINGS: Special meetings of the Trustees may be called by the Chairperson of the Board, or in his/her absence, by the Vice Chairperson, or by not less than a quorum of the voting Trustees. Such notice shall be given at least two (2) days in advance by telephone, mail or email. The attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. The purpose for which the meeting was called shall be stated in the notice.

SECTION 4: NOTICE OF MEETINGS: Written or printed notice stating the place, agenda topics, date and hour of all Board of Trustee meetings shall be mailed or emailed to each Trustee not less than three (3) days before the date of each meeting. Public notices of all meetings shall be posted on the Library website and bulletin board.

SECTION 5: QUORUM: A majority of the voting Trustees shall constitute a quorum at any meeting of the Trustees for the transaction of business of any meeting of the Board; but if less than a majority of the Trustees are present at the said meeting, the Trustees must adjourn the meeting without further notice.

SECTION 6: VOTING: The voting Trustees may vote only in person and no voting Trustee shall be entitled to vote by proxy, mail, or teleconference.

SECTION 7: PARLIAMENTARY PROCEDURE: On questions of parliamentary procedure not covered by these Bylaws, "Roberts Rules of Order" shall prevail.

SECTION 8: CHAIRPERSON: The chief presiding officer of the Board of Trustees shall be a Chairperson who shall be elected by the Board of Trustees from its own number by a majority vote for a term of one (1) year beginning with the first annual meeting of the corporation. The Chairperson shall preside at meetings of the Board of Trustees and shall be a voting member of all committees.

SECTION 9: COMPENSATION: Trustees shall not receive any compensation or salaries for their services.

ARTICLE V: OFFICERS

SECTION 1: OFFICERS: The officers of the corporation shall be a Chairperson, Vice Chairperson, Secretary and Treasurer.

SECTION 2: ELECTION AND TERM OF OFFICE: The officers of the corporation shall be elected annually by the Board of Trustees at the regular September meeting of the Board and assume office the first day of October. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled by the Board of Trustees. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Commented [HAP3]: Richard suggested we add another title: Director of Library Upgrades.

SECTION 3: REMOVAL: The Board may remove any officer elected or appointed by the Board of Trustees whenever in its judgment the best interests of the corporation would be served.

SECTION 4: VACANCIES: A vacancy in any office because of death, resignation, removal or otherwise, may be filled by the Board of Trustees for the remainder of the term.

SECTION 5: CHAIRPERSON: The Chairperson shall be the principal executive officer of the corporation and shall supervise and control all of the business affairs of the corporation. He/she shall also act as chief presiding officer of the Board of Trustees and shall be elected by them as provided in Article IV, Section 8 and serve for a period of one (1) year. He/she shall preside at all meetings of the Board of Trustees. He/she shall sign, together with the Secretary or any other member of the Executive Committee, any deeds, mortgages, bonds, contracts or other instruments which the Board of Trustees have authorized to be executed, and in general, shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Board of Trustees.

SECTION 6: VICE CHAIRPERSON: The Vice Chairperson shall perform all the functions and duties of the Chairperson in his/her absence.

SECTION 7: TREASURER: The Treasurer shall be responsible for reviewing the financial health of the corporation with the authority to investigate any area he/she deems necessary and report any findings to the Board of Trustees. The Treasurer will monitor and safeguard the financial condition of the Library and its investment accounts. He/she shall also perform such other duties as may be assigned by the Chairperson.

SECTION 8: SECRETARY: The Secretary shall keep the minutes of all meetings of the Board of Trustees and shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. He/she shall see that the Seal of the corporation is affixed to all documents as necessary. He/she shall also keep a register of the address of each member and in general, perform any other duties that may be assigned by the Chairperson or the Board. Each of the officers shall be a voting member of the corporation, elected by the Trustees.

SECTION 9: LIBRARY DIRECTOR: The Library Director and/or his/her designee shall be responsible for making purchases for the Library in accordance with State law and under the direction of the Board of Trustees, and for the daily business management of the corporation. He/she shall also receive and give receipts for monies due and payable to the corporation from any source whatsoever, make deposits and keep all records and accountings of Library receipts and expenditures, in conjunction with the Library's accountant and which shall be available for inspection by the Board of Trustees and the contributing municipalities. Other duties shall be as outlined in the Library Director's Job Description.

Commented [HAP4]: Insert duties of fifth position. Richard suggests: "Director of Library Upgrades: This Board member will coordinate Library remodeling and upgrades."

SECTION 10: SPECIAL PERSONS: The Board of Trustees shall have the authority to hire any person for specific needs, such as accountant, attorney and others as deemed necessary.

ARTICLE VI: COMMITTEES

Commented [HAP5]: Do we need this Article? We did not adhere to Section 2 this year.

SECTION 1: COMMITTEES OF TRUSTEES: The Board of Trustees may designate one or more committees, each of which shall consist of two or more Trustees, to serve under the Board of Trustees for whatever purpose necessary. No committee shall have other than advisory powers.

SECTION 2: NOMINATING COMMITTEE: A nominating committee shall be appointed by the Board of Trustees consisting of three of its own members, and on or before thirty days prior to the September meeting of the Board of Trustees, shall nominate a voting member of the corporation for each of the elective offices to be filled.

SECTION 3: AD HOC COMMITTEES: For the study of special circumstances or issues, an ad hoc committee shall be appointed by the Chairperson with the approval of the Board until a final report is done.

ARTICLE VII: CONTRACTS, FUNDS

SECTION 1: CONTRACTS: The Board of Trustees may authorize any officer of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, such authority may be general or confined to specific instances.

SECTION 2: FUNDING OF THE LIBRARY: The funding of the corporation shall be primarily as follows:

- A. Contributions from the municipalities, the county and the state
- B. Memberships
- C. Conference room rentals
- D. Fund raising drives
- E. Donations from private sources
- F. Revenue from public copy machine/printer

Contributions for the maintenance and support of the corporation shall be fairly and equitably determined and shall be set forth in written agreement between the contributing municipalities.

ARTICLE VIII: FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of October and end on the last day of September of each year.

ARTICLE IX: SEAL

The Board of Trustees shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "**Gulf Beaches Public Library Corporate Seal 1969 Florida.**"

ARTICLE X: WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Non-Profit Corporation Act of the State of Florida or under the provisions of the Articles of Incorporation or the Bylaws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI: AMENDMENTS TO BYLAWS

The Board of Trustees shall review these Bylaw every five (5) years. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority of the Trustees present at any regular meeting or at any special meeting, if at least fifteen (15) days 'written notice is given of intention to alter, amend, repeal or adopt new Bylaws at such meeting.

REVISED JANUARY 24, 2022

Original

BOC Approved Oct. 13, 2021

Item 13A.

**INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF
THE GULF BEACHES PUBLIC LIBRARY, INC.**

THIS INTERLOCAL AGREEMENT is made and entered into this 1st day of October, 2021, by and between the Town of Redington Shores, the Town of North Redington Beach, the Town of Redington Beach, the City of Treasure Island and the City of Madeira Beach, all municipal corporations of the State of Florida (hereinafter referred to as the "Municipalities") for the continued funding of the Gulf Beaches Public Library, being operated by Gulf Beaches Public Library, Inc. (hereinafter referred to as the "Library").

RECITALS

WHEREAS, the Municipalities organized and created a non-profit corporation known as the Library under the laws of the State of Florida on September 11, 1969; and

WHEREAS, the Library's articles of incorporation provide that Library administer and conduct a public library for the promotion of education and entertainment for the citizens of the Municipalities and others desiring to use the Library; and

WHEREAS, the business affairs of the Library shall be managed by a Board of Trustees (the "Board"), who are appointed by the Municipalities; and

WHEREAS, the Municipalities desire that the Board amend the Library's articles of incorporation and bylaws to address several concerns of the Municipalities; and

WHEREAS, the Library's articles of incorporation provide that the articles of incorporation may be amended at any regular or special meeting called for such purpose by a majority vote of the members of the Board and ratified by each of the contributing Municipalities. Written notice of such meetings held for such purpose shall be given to each of the contributing Municipalities; and

WHEREAS, the Municipalities wish to urge the Library's Board to call for a regular or special meeting for the purpose of amending the Library's articles of incorporation as described in this Interlocal Agreement; and

WHEREAS, the Library's articles of incorporation provide that contributions for maintenance and support shall be fairly and equitably determined and shall be set forth in written agreement between the contributing Municipalities; and

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, provides for the creation of agreements between governmental organizations; and

WHEREAS, on June 21, 2012, the Municipalities entered into an Interlocal Agreement for the Continued Funding of the Gulf Beaches Public Library ("2012 Interlocal"); and

WHEREAS, the Municipalities desire to amend and supersede the 2012 Interlocal with this Interlocal Agreement as of the effective date; and

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2022094007 03/24/2022 03:16 PM
OFF REC BK: 21880 PG: 2286-2306
DocType: AGM RECORDING: \$96.00

WHEREAS, the Library is an important cultural institution, the maintenance and continued funding of which benefits the tourists, residents of the Municipalities and the public at large.

NOW, THEREFORE, in fidelity to agreements each municipality entered into in creating the Library, in consideration of the mutual covenants herein contained and the benefits to be derived by the parties to this Interlocal Agreement and other good and valuable consideration hereby acknowledged, the Municipalities do agree as follows:

SECTION 1 – PURPOSE. This Interlocal Agreement establishes the manner for fairly and equitably determining the funding and financial support each municipality shall provide to the Library.

SECTION 2 – TERM. This Interlocal Agreement shall be for a term of five (5) years beginning October 1, 2021 and ending September 30, 2026, unless terminated as set forth in Section 4 below.

SECTION 3 – RECOMMENDATIONS. The Municipalities agree that they jointly desire and direct the Board to make the necessary changes to its articles of incorporation and bylaws to effectuate the following:

Section 3.1. The Municipalities agree that they will direct their Library Board appointees to have the Library's Board to create an annual proposed budget for its operation and sustainment by April 1st, for the next following fiscal year, which begins October 1 and ends September 30. The Library shall then determine the amount proposed to be due (hereinafter referred to as "proposed proportional share") from each municipality apportioned as to their populations using the most recent population data from the Bureau of Economic and Business Research of the University of Florida, or its successors. The annual proposed budget and the proposed proportional share shall be provided to the Municipalities no later than April 15th, for the upcoming fiscal year 2022-2023, for each municipality to consider and act upon by no later than July 31st. For each fiscal year thereafter, the annual proposed budget and proposed proportional share shall be provided to the Municipalities no later than April 15th, for the upcoming fiscal year, for each municipality to consider and act upon by no later than June 30th.

Section 3.2. Once the Municipalities accept their proposed proportional shares the Library will prepare an annual service agreement for each municipality which shall specify each municipality's proportional share for the upcoming fiscal year and deliver it to each municipality before August 31st.

Section 3.3. The Municipalities shall then consider the service agreements and accept or reject them prior to October 1st. If accepted, the service agreement becomes an annual financial obligation of the municipality with payments due to the Library quarterly during the fiscal year. The quarterly payments shall be made no later than October 1, January 1, April 1 and July 1.

SECTION 4 – TERMINATION.

Section 4.1. If any municipality rejects the service agreement or otherwise fails to fund or insufficiently funds the Library, then that municipality shall immediately notify the other Municipalities and the Library of that occurrence and this Interlocal Agreement shall terminate as it relates to said municipality at the end of the current fiscal year. Termination shall be without

penalty or expense to any other municipality for any time up until the date of termination of the terminating municipality. The terminating municipality shall remain liable for annual payments due pursuant to this Interlocal Agreement and its current service agreement.

Section 4.2. A municipality may, for any reason, terminate its inclusion in this Interlocal Agreement and therefore its membership in the Library, effective at the end of the current fiscal year, currently September 30, by providing advance written notice given by certified mail to the other Municipalities by June 30th of the current fiscal year. By terminating, the terminating municipality agrees that the municipality no longer will be a Trustee on the Board. Within 90 days from the date of the notice of termination, the Board shall meet to determine whether to dissolve the Library or appoint another board member and amend the Library's articles of incorporation and bylaws to reflect the change in the membership and voting trustees of the Board.

Section 4.3. If any municipality terminates its inclusion in this Interlocal Agreement and therefore its membership in the Library, then the residents of that municipality shall be considered non-resident and may lose library privileges which may include any interlibrary lending agreements the Library may be a party to. All items out on loan to the residents shall be immediately returned, a list of which will be given to the municipality. The municipality shall make every effort to cause the return of loaned items to the Library. The terminating municipality shall be responsible for working with Pinellas Public Library Cooperative directly to determine how library service will be provided to its residents.

Section 4.4. A terminating municipality may reinstate its participation in the Library upon approval of the Board and any necessary revisions to its article of incorporation and bylaws and the execution of a new interlocal agreement and service agreement identifying its annual financial responsibility, provided the remaining Municipalities agree.

Section 4.5. To the extent there is any inconsistency between this section 4 Termination provision and the Library's articles of incorporation and bylaws, the Municipalities agree and jointly direct the Board to make the necessary changes to its articles of incorporation and bylaws to be consistent with this Interlocal Agreement.

SECTION 5 – REORGANIZATION OF GULF BEACHES PUBLIC LIBRARY, INC. The Municipalities agree that it is necessary to demand changes to the corporate structure of Gulf Beaches Public Library, Inc. before any contributions are made beginning October 1, 2022. Those changes are:

That the Library shall revise the make-up of its Board as follows:

- a) The Board shall be reduced to five (5) voting members. These members shall consist of one (1) member from each of the Municipalities. It is the preference of the Municipalities that the member be an elected official of the municipality.
- b) That the Board have an alternate member from each municipality that would vote only when the municipality's member was absent.
- c) That the Board shall have one (1) non-voting ex-officio members consisting of the library director.

Section 5.1. OTHER LIBRARY BOARD ACTIONS. The Municipalities agree that the Library's Board should take the following actions:

- a) The Library maintain its current building footprint and not budget or expend Library monies toward expansion of the Library's building.
- b) The Library budget in the fiscal year 2021-2022 budget to use the Certificates of Deposit (approximately \$430,000), Chase Building Fund (approximately \$118,000), the Chase Money Market Account (approximately \$91,000) and the Chase Operating Account (approximately \$350,000) to immediately upgrade the Library's technology and to modernize the interior of the Library building.
- c) The Library adopt a policy directing undesignated fund balance reserves shall not exceed ten (10) percent of its total undesignated fund balance.

SECTION 6 – DISSOLUTION. In the event of the dissolution of Gulf Beaches Public Library, Inc., the Municipalities agree that the value of the remaining intangible assets of the Library, not otherwise governed by private agreement of a donor to the Library, should be returned to the Municipalities and the Pinellas Public Library Cooperative in proportion to the proportional share contributed in the fiscal year when the dissolution occurs. The building and land that the Library leased from the City of Madeira Beach shall remain the property of the City of Madeira Beach and shall not be distributed as an asset in dissolution. The Municipalities agree that the remaining tangible assets shall be offered for donation to the Pinellas Public Library Cooperative. If the Pinellas Public Library Cooperative opts not to accept any of the tangible assets, then the rejected tangible assets shall be sold, and the funds received distributed to the Municipalities and the Pinellas Public Library Cooperative in proportion to the proportional share contributed in the fiscal year when the dissolution occurs.

SECTION 7 – AMENDMENTS. Amendments to this Interlocal Agreement may be proposed by any municipality that is a party to this Interlocal Agreement but must be accepted by all of the Municipalities that are parties to this Interlocal Agreement before the beginning of a new fiscal year for such proposed amendments to take effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF
THE GULF BEACHES PUBLIC LIBRARY, INC.**

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

For the TOWN OF REDINGTON SHORES:

MaryBeth Henderson, Mayor

Mary Palmer, Clerk

James Denhardt, Attorney

For the TOWN OF NORTH REDINGTON BEACH:

William Queen, Mayor

Mari Campbell, Clerk

Jay Daigneault, Attorney

For the TOWN OF REDINGTON BEACH:

David Will, Mayor


Melissa Clark, Clerk

Jay Daigneault, Attorney


For the CITY OF TREASURE ISLAND:



Tyler Payne, Mayor



Ruth Nickerson, Clerk



Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:



John Hendricks, Mayor



Clara VanBlargan, Clerk



Thomas J. Trask, Attorney



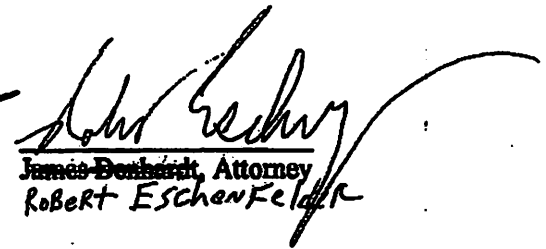
For the Gulf Beaches Public Library:

_____, Board of Trustees Chairman _____ Library Director _____, Attorney

**INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF
THE GULF BEACHES PUBLIC LIBRARY, INC.**

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For the TOWN OF REDINGTON SHORES:

		
Mary Beth Henderson, Mayor	Mary Palmer, Clerk	James Donahut, Attorney Robert Eschenfelder


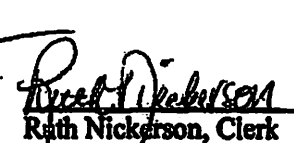
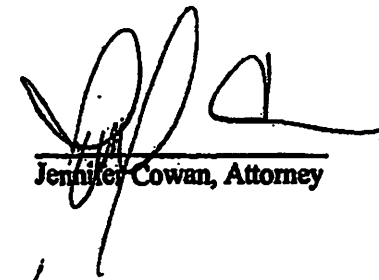
For the TOWN OF NORTH REDINGTON BEACH:

William Queen, Mayor	Mari Campbell, Clerk	Jay Daigneault, Attorney
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For the TOWN OF REDINGTON BEACH:

David Will, Mayor	Melissa Clark, Clerk	Jay Daigneault, Attorney
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For the CITY OF TREASURE ISLAND:

		
Tyler Payne, Mayor	Rath Nickerson, Clerk	Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor	Clara VanBlargan, Clerk	Thomas J. Trask, Attorney
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For the Gulf Beaches Public Library:

_____, Board of Trustees Chairman	_____, Library Director	_____, Attorney
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James Denhardt, Attorney

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Mari Campbell, Clerk

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For the TOWN OF REDINGTON BEACH:

David Will, Mayor

Melissa Clark, Clerk

Jay Daigneault, Attorney

For the CITY OF TREASURE ISLAND:

Tyler Payne, Mayor

Ruth Nickerson, Clerk

Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor

Clara VanBlargan, Clerk

Thomas J. Trask, Attorney


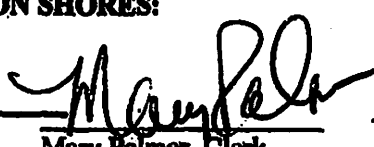
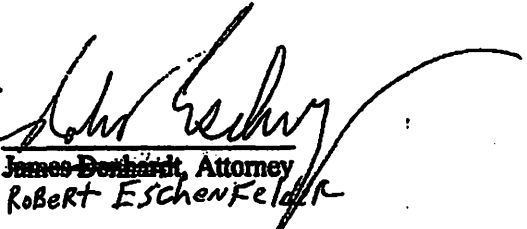
For the Gulf Beaches Public Library:

_____, Board of Trustees Chairman _____ Library Director _____, Attorney

**INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF
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For the TOWN OF REDINGTON SHORES:

 Mary Beth Henderson, Mayor	 Mary Palmer, Clerk	 James Denhardt, Attorney Robert Eschenfelder
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For the TOWN OF NORTH REDINGTON BEACH:

William Queen, Mayor

Mari Campbell, Clerk

Jay Daigneault, Attorney

For the TOWN OF REDINGTON BEACH:

David Will, Mayor

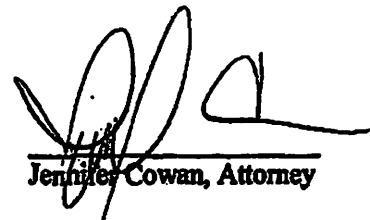
Melissa Clark, Clerk

Jay Daigneault, Attorney

For the CITY OF TREASURE ISLAND:


Tyler Payne, Mayor


Rath Nickerson, Clerk


Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor

Clara VanBlargan, Clerk

Thomas J. Trask, Attorney

For the Gulf Beaches Public Library:

_____, Board of Trustees Chairman _____ Library Director _____ Attorney

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THE GULF BEACHES PUBLIC LIBRARY, INC.**

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James Denhardt, Attorney

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Jay Daigneault, Attorney

For the TOWN OF REDINGTON BEACH:



David Allen, Mayor




Melissa Clarke, Clerk



Robert Eschenfelder, Attorney

For the CITY OF TREASURE ISLAND:



Tyler Payne, Mayor



Roth Nickerson, Clerk



Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor

Clara VanBlargan, Clerk

Thomas J. Trask, Attorney

For the Gulf Beaches Public Library:

Board of Trustees Chairman

Library Director

Attorney

**INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF
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For the CITY OF TREASURE ISLAND:

Tyler Payne, Mayor

Ruth Nickerson, Clerk

Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor

Clara VanBlargan, Clerk

Thomas J. Trask, Attorney

For the Gulf Beaches Public Library:

_____, Board of Trustees Chairman

_____, Library Director

_____, Attorney

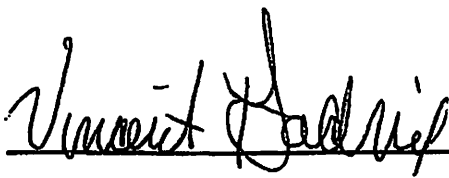
**INTERLOCAL AGREEMENT FOR CONTINUED FUNDING OF
THE GULF BEACHES PUBLIC LIBRARY, INC.**

The Library Board and the Library Director have agreed to implement the AGREEMENT for the uses and purposes therein expressed on December 1, 2021.

For the Gulf Beaches Public Library, Inc.:



**Richard L. Bennett, EdD
Board of Trustees Chairman**



**Vince Gadrix
Library Director**

1. The following information is provided for the year ended December 31, 2012:

2. The following information is provided for the year ended December 31, 2011:

3. The following information is provided for the year ended December 31, 2010:



THOMAS J. TRASK, B.C.S.*
 JAY DAIGNEAULT, B.C.S.*
 ERICA F. AUGELLO, B.C.S.*
 RANDY D. MORA, B.C.S.*
 ROBERT ESCHENFELDER, B.C.S.*
 NANCY S. MEYER
 DAVID E. PLATTE
 JEREMY SIMON

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

April 14, 2021

Board of Commissioners of the
 City of Madeira Beach
 300 Municipal Drive
 Madeira Beach, FL 33708

Re: Gulf Beaches Public Library Interlocal Agreement

Dear Mayor, Vice Mayor, and Commissioners:

As you are aware, the Towns of Redington Shores, North Redington Beach, Redington Beach, and the Cities of Treasure Island and Madeira Beach, have been engaged in the negotiation and drafting of a new interlocal agreement for the continued funding of the Gulf Beaches Public Library, Inc. The purpose of this letter is to address any potential conflicts of interest arising out of this law firm's representation of three parties to such interlocal agreement, the Town of Redington Beach, the Town of North Redington Beach, and the City of Madeira Beach.

POTENTIAL CONFLICTS OF INTEREST

In addition to representing the City of Madeira Beach, the Firm also represents two other parties to the proposed interlocal agreement. I have reviewed the applicability of Rule 4-1.7 of the Rules regulating The Florida Bar ("Rule 4-1.7"). Rule 4-1.7 prohibits the Firm from representing the City of Madeira Beach and the Town of Redington Beach and the Town of North Redington Beach if our exercise of independent professional judgment in the representation may be materially limited by the lawyer's responsibilities to another client, to a third person, or by the lawyer's own interest.

Rule 4-1.7 further directs that a lawyer shall not represent a client if representation of that client will be directly adverse to the interests of another client. This is the case unless: (i) the lawyer reasonably believes the representation will not adversely affect the lawyer's responsibilities to the relationship with the other client, and (ii) each client consents after consultation.

In the instant matter, I do not believe that the Firm's representation of the Town of Redington Beach and the Town of North Redington Beach will be materially limited by its responsibilities to the City of Madeira Beach, nor would the representation be limited by the Firm's own interests.

Nevertheless, in a dual representation situation, Rule 4-1.7 requires the parties to consent to such representation, after an explanation of the conflict. The explanation must include explanation of the implications of the common representation and the advantages and risks involved. This letter is intended to explain the potential conflict for this representation with respect to the proposed interlocal agreement. I therefore request your consent for the Firm to provide representation to the City of Madeira Beach and the Town of Redington Beach and the Town of North Redington Beach in this matter.

If additional facts are discovered during the course of the Firm's representation which causes my assessment to change in a manner where I do not believe that the Firm can represent the City of Madeira Beach and the Towns of Redington Beach and North Redington Beach simultaneously, the Firm will withdraw from representing the City of Madeira Beach or the other Towns and may request that you consent to the Firm's continued representation of the City of Madeira Beach or the other Towns in this matter, as compelled by the nature of such facts.

The City of Madeira Beach has the right to obtain alternative counsel of its choice if it does not consent to this Firm acting as its counsel in this matter.

I appreciate the opportunity to clarify further the potential conflicts of interest with dual representation. If you agree to continue with this Firm as counsel in this matter and the waiver of conflicts meets with your approval, please execute this document and return it to me.

Sincerely,

TRASK DAIGNEAULT, LLP



Thomas J. Trask, Esquire

I, the undersigned, hereby accept representation by Trask Daigneault, LLP as outlined above and hereby consent and waive any conflicts of interest by virtue of Trask Daigneault, LLP's dual representation of the other municipalities and agree that if a conflict of interest should arise, I hereby consent to Trask Daigneault, LLP's continued representation of the City of Madeira Beach, the Town of Redington Beach and the Town of North Redington Beach.

CITY OF MADEIRA BEACH

By: 

Print Name: Robert Daniels

Title: City Manager

Dated: 5/72/2021



MEMORANDUM

Date: June 12, 2024
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: TBRPC – Coastal Master Plan Support Letter

Background:

The Tampa Bay Regional Planning Council (TBRPC) is working on submitting grant proposals to develop the Tampa Bay Coastal Master Plan. TBRPC submitted a full proposal (attached) to the National Oceanic & Atmospheric Administration (NOAA) that is still pending. TBRPC was also just invited to submit a full proposal for the National Fish and Wildlife Foundation's National Coastal Resilience Fund.

Discussion:

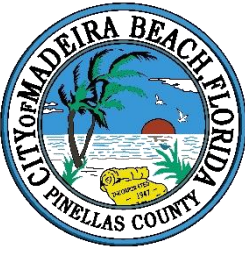
To support the TBRPC's grant proposal the TBRPC is requesting a support letter from the City of Madeira Beach. TBRPC is asking that the City provide the signed support letter no later than June 21, 2024, as they are submitting the proposal on June 24, 2024.

Fiscal Impact:

None

Attachments:

Support Letter
Tampa Bay Coastal Master Plan



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

June 12, 2024

Alana Todd
Senior Environmental Planner
Tampa Bay Regional Planning Council
4000 Gateway Centre Blvd., Suite 100
Pinellas Park, FL 33782

RE: Tampa Bay Coastal Master Plan -Letter of Support

Dear Ms. Todd,

The City of Madeira Beach City Council Supports the Tampa Bay Regional Planning Council's application to develop a coastal master plan for the Tampa Bay Region. As a barrier island Madeira Beach is vulnerable to storm surge and the city realizes the importance of developing strategies to minimize the flood risks to our community. The City of Madeira Beach has been heavily impacted by two (2) flooding events in 2023 which intensifies the need to fortify our infrastructure and risk messaging to our community.

The City of Madeira Beach recognizes the importance of working with our neighboring communities to develop a vision, goals, and policy for further plan development. Madeira Beach believes the Master Plan is feasible and is thrilled to be a part of the collaboration for the Coastal Master Plan. The Board of Commissioners and City Staff would like to thank Tampa Bay Regional Planning Council for including Madeira Beach in this plan.

Sincerely,

Jim Rostek, Mayor
City of Madeira Beach

CC: Robin Gomez, City Manager
Megan Wepfer, Public Works Director
Jenny Rowan, Planning and Zoning Director

PDF 2 - PROJECT NARRATIVE

Faced with the urgent challenge of waterfront and inland flooding, the Tampa Bay region requires an integrated, multi-jurisdictional approach for effective flood risk management. The Tampa Bay Regional Planning Council (TBRPC) is seeking \$1,999,450.74 over four years to create a Coastal Master Plan. This plan will illustrate flood risks for the region's vulnerable communities and habitats and propose a coordinated suite of enduring local adaptation projects. The resulting plan will equip the region with a prioritized list of restoration and flood risk mitigation projects that target compound flooding issues—high-tide events, storm surge, rainfall-related flooding, and the impacts of future sea level rise—across vulnerable, historically underserved areas and critical habitats.

The project's primary goal is to draft the inaugural Tampa Bay Coastal Master Plan ("Coastal Master Plan"), establishing a recurring five-year update cycle with extensive stakeholder engagement. Objectives of the proposed project include fostering cross-jurisdictional regional coordination, supporting meaningful and equitable community engagement, maximizing co-benefits for risk reduction, and increasing the enduring capacity for local and regional resilience adaptation. The project will unfold in four phases: convening stakeholders, assessing regional flood risk, identifying risk reduction project concepts, and publishing the final plan. The four-year planning process will be grounded in the best available science, extensive community engagement, and strong regional collaboration, leveraging local resources as well as pertinent tools, studies, and resilience efforts.

Already, 28 collaborators and 12 partners have committed to this collaborative adaptation effort, a number expected to increase. The Coastal Master Plan will build on the TBRPC's foundational work, such as the Tampa Bay Regional Resiliency Coalition and the Tampa Bay Regional Resilience Action Plan, enhancing existing networks and fostering new community connections. This comprehensive strategy aims to catalyze crucial conversations about risks from and responses to compound flooding and employ practical and equitable adaptation project concepts to unify more than 700 miles of coastline and 2,200 square miles within the Tampa Bay region. This approach will create a cohesive and adaptive strategy, mobilizing the region's resilience vision while supporting local and regional efforts to fund and implement climate adaptation actions.

Background

The Tampa Bay region encompasses six counties and is home to 3.8 million people (about twice the population of Nebraska despite being 10 times smaller in area). Its population is spread across communities of diverse cultures, socioeconomic backgrounds, and geographies. The region boasts significant ecological and economic assets, including the Gulf's world-renowned beaches, Florida's largest open-water estuary—Tampa Bay—Sarasota Bay Estuary, and five aquatic preserves. The region features important sub-, inter-, and supratidal habitats, including seagrass meadows, mangrove forests, salt marshes, salt barrens, sponge beds, marine springs, oyster reefs, hardbottom, freshwater wetlands, native uplands, and more. These habitats provide food, shelter, and other critical ecosystem services that support diverse birds, fish, mammals, and invertebrates. Numerous species are listed under the Endangered Species Act, including the loggerhead sea turtle, Kemp's ridley sea turtle, smalltooth sawfish, Gulf sturgeon, whooping crane, gopher tortoise, West Indian manatee, and many others.

Those ecosystems are inextricably linked to the local economy and livelihoods of residents. The region's coastal resources support valuable working waterfront industries, including fisheries, seafood production, and ecotourism. Over the last century, the region has experienced substantial population growth and coastal development at the expense of its wetlands and the loss of flood-regulating ecosystem services. Urbanization and shoreline hardening continue to disrupt natural hydrological processes and limit the adaptive capacity of habitats to migrate in response to rising sea levels and other climate change factors. Water is vital to the region, but it also puts our communities at significant risk of coastal and inland flooding. According to "The 3rd National Risk Assessment" 2021 study from First Street Foundation, many of the Tampa Bay region's counties face major to severe flood risk today and are among those in the state with the highest projected growth in flood risk over the next 30 years. The highly developed coastline leaves homes, infrastructure, and important economic and cultural resources

vulnerable to flood impacts. Communities across the region experience flooding during common rain events, whereas larger storms can result in millions of dollars in flood damage. For example, last year when Hurricane Idalia made landfall north of the Tampa Bay region, it still caused significant storm surge and tidal flooding that inundated neighborhoods and prevented access to barrier island communities, as seen in photos included in the Appendix - Additional Flood Risk Photos.

Recent data, including NOAA's NCEI Storm Event Database, underscores the urgent need for adaptation strategies, with 28 reported flooding and heavy rain events since 2020 resulting in over \$10 million in damages, all of which were not related to tropical storms or hurricanes. The compound flooding from a major hurricane would have devastating consequences on the region, and our vulnerability grows as storm intensities increase and sea levels rise. A 2015 report from Karen Clark and Co. concluded that Tampa Bay is the most vulnerable place in the U.S. to storm surge flooding and could sustain \$175 billion in damage from a single major event. Fifty percent of the population around Tampa Bay lives on ground elevations less than ten feet. In Pinellas County alone, 1 in 5 built properties is at risk of flooding from Category 1 hurricanes (Sampson and Taylor 2022). The Tampa Bay Partnership's 2022 report, "Making the Economic Case for Resiliency," presents stark projections for the Tampa Bay region: by 2045, daily tidal inundation could lead to a staggering \$2.9 billion in property value loss, with permanent sea level expected to erode \$34 million annually from sales, tourism, and property taxes. Alarmingly, these losses are predicted to increase more than five-fold by 2070. Yet, amidst these challenges lies a compelling economic opportunity for adaptation and resilience-building measures. The report highlights a significant return on investment for adaptation strategies, with savings of \$2.27 for every \$1 spent on resilience projects. This data underscores the immediate need for substantial adaptation investments to safeguard the region's most vulnerable communities. It is not merely a matter of mitigating losses but of seizing an economic imperative to enhance the region's resilience.

The FEMA National Risk Index reveals the Tampa Bay region's "relatively high" social vulnerability, whereas community resilience is characterized as "very low." The Climate and Economic Justice Screening Tool further highlights the disproportionate risk of flooding faced by 28.4% (267 of 939) census tracts within the project area. These census tracts are greater than or equal to the 90th percentile for the share of properties at risk of flooding in 30 years (Appendix - Regional Maps, Figure 1). Many of these flood vulnerable communities are historically underserved and underrepresented, with over half (53.0%) of households without a residing adult who speaks English fluently, 21.6% with ethnic or racial minority backgrounds, and 24.4% with residents older than 65 (Appendix - Regional Maps, Figure 2). Recognizing these challenges, the Coastal Master Plan will prioritize the inclusion of these vulnerable groups, especially marginalized, underserved, or underrepresented communities, to ensure local knowledge and support are incorporated in the plan's development process and contribute to adaptation decision making, effective risk communication, and long-term resilience initiatives. Collaborations with community-based organizations like the Alianza Center, serving Puerto Rican and Hispanic communities throughout Florida, and the Progress Village Civic Council, Inc., serving the first African American suburb in Hillsborough County, will deepen regional coordination and ensure that adaptation strategies address the community's specific needs. This approach aligns with the Justice40 Initiative, aiming to deliver tangible benefits to these underserved and marginalized communities through a participatory process at every project phase. The requested grant funding will be the seed that initiates a cycle of adaptive management to identify and communicate risk while developing a coordinated suite of equitable, cross-jurisdictional risk reduction projects to guide implementation across the region.

As the Tampa Bay region contends with rising groundwater and sea levels, alongside escalating coastal flooding and erosion, its communities face the difficult task of preparing for and adapting to these changing environmental conditions. This challenge is particularly acute for the region's most vulnerable residents, necessitating inclusive dialogues on diverse risk reduction strategies and equitable resource distribution among coastal and inland communities. The development of the Coastal Master Plan marks a pivotal step in initiating conversations about potential adaptation pathways that embrace the changing landscape and help define immediate, actionable steps for coexisting with rising waters. The Coastal Master Plan will identify flexible project designs to alleviate the most urgent flooding challenges, with

special attention paid to the needs of marginalized communities and incorporate considerations for anticipated sea level rise and changes in rainfall patterns. Regular updates to the plan, proposed every five years, will sustain the support and capacity needed to refine long-term adaptation pathways in subsequent plan iterations.

The U.S. Army Corps of Engineers' 2022 South Atlantic Coastal Study (SACS) identifies current institutional barriers to coastal flood risk management in the Tampa Bay region, including limited community engagement and understanding of risk management options, scientific data gaps, and a need for enhanced coordination and leadership at all levels. Currently, the region's approach predominantly emphasizes immediate storm response and recovery of infrastructure, which, while crucial, overlooks the equally important need for long-term mitigation of future storm impacts and the restoration or mitigation of environmental damage. This narrow focus underscores a missed opportunity to enhance the engagement of stakeholders to foster collaboration and facilitate the execution of projects across the region. Collective, coordinated community approaches to flood management can connect disparate resources and facilitate the shift from reactive response to proactive risk reduction measures.

Local governments are beginning to pursue small-scale resilience projects for their own sake, however there is little coordination across the region, and there is no regional strategy for long-term coastal adaptation which is hindering widespread implementation. Since water does not follow jurisdictional boundaries, neither should flood management, emphasizing the need for all six counties in the region to utilize consistent resources to be most efficient and effective in local and regional-scale flood protection decision making. The Coastal Master Plan seeks to harness the strengths of existing regional collaboratives to engage more communities and advance joint actions that accelerate the region's climate resilience and adaptation practices. By identifying opportunities for innovative, large-scale projects, the plan aspires to build a robust network of resilient infrastructure investments and provide a unified voice to assert the region's shared resilience priorities.

Compound flooding occurs at the intersection of coastal and inland typologies; thus, a watershed-scale vision of multiple flood drivers is needed to understand the changing landscape of risk across jurisdictional boundaries. Despite ongoing efforts to map individual flood impacts, for example through disparate vulnerability assessments and national tools, the Tampa Bay region lacks comprehensive flood maps that illustrate the compounding effect of numerous current and future flood drivers. The proposed Coastal Master Plan aims to fill this gap by creating open-source, regional compound flood maps that integrate socio-economic data, thereby identifying and prioritizing areas for comprehensive and equitable adaptation projects. The plan will leverage existing resources—including national datasets, current flood mapping efforts, the TBRPC's technical stakeholder committees, vulnerability assessments, Local Mitigation Strategies, and other tools—to inform these advanced flood maps and guide the identification and selection of adaptation projects.

The Tampa Bay Regional Planning Council (TBRPC) is a special district government that convenes and provides technical assistance to its member governments, including six counties and 21 municipalities. Citrus, Hernando, Pasco, Pinellas, Hillsborough, and Manatee Counties are collectively referred to as the "Tampa Bay region" and form the current boundaries of the proposed Coastal Master Plan (Appendix - Regional Maps, Figure 3). Under the leadership of the TBRPC, the Tampa Bay Regional Resiliency Coalition (the Coalition) synchronizes climate adaptation and mitigation activities and provides access to resources that advance local and regional responses to disruptions resulting from the impacts of climate change. Since its formation in 2018, the Coalition has grown to 33 member governments and more than 90 resilience partners. The Coalition created the first-of-its-kind Tampa Bay Regional Resiliency Action Plan (RRAP) in 2022 to serve as a five-year roadmap of best practices to guide resilience-building actions across the region. The RRAP is a useful resource developed by the TBRPC and member governments that reflects the vision for the region's current resilience landscape.

Whereas the RRAP is a framework for high-level cooperative action across numerous resiliency topics, the Coastal Master Plan will provide directives for more site-specific restoration and (non)structural flood reduction projects. For instance, the RRAP includes actions such as "reduce regional flood risk by convening regional stakeholders to identify innovative stormwater management strategies,

design, incentives, and pilot projects which also support habitat resilience and water quality,” while the Coastal Master Plan will provide a means to implement this RRAP action. The proposed five-year cycle of the regional-scale Coastal Master Plan will complement the RRAP in building local governments’ capacity and progress towards implementation by identifying high-impact, location-specific flood risk reduction projects. The TBRPC is prepared to secure other funding sources to further expand upon and implement the Coastal Master Plan planning process on a 5-year cycle.

The TBRPC, with its established community ties and expertise in making connections greater than the sum of its parts, is uniquely positioned to oversee the Coastal Master Plan’s development and implementation. As a central figure in regional resilience planning, the TBRPC is poised to leverage its extensive networks and knowledge to drive meaningful progress in regional flood risk mitigation. This plan represents a critical step in enhancing the Tampa Bay region’s capacity for effective and localized flood risk management, complementing the broader goals outlined in the RRAP and reinforcing the TBRPC’s role as a pivotal force in regional adaptation efforts.

Resilience Vision, Strategies, and Activities

The Tampa Bay region envisions resilience as the enduring capacity of its diverse coastal communities and habitats to mitigate and adapt to the risks posed by long-term climatic changes and short-term weather extremes. Communities will be equitably supported with the resources and collaborations needed to adapt to changing conditions and withstand— and rapidly recover from— disruptions from hazardous events. More engaged and prepared communities can absorb shocks and quickly rebound while minimizing health, environmental, and economic impacts. Resilience is not a static state of being, rather it requires continuous action and innovation through feedback loops of adaptive management. The regional vision of resilience is one in which local governments are consistently implementing new flood risk reduction projects in coordination to sustain thriving people and places. In the proposed project, the TBRPC and its partners will facilitate a cross-jurisdictional and multi-stakeholder planning process to develop a coastal master plan for the Tampa Bay region that will identify flood-vulnerable communities and propose a suite of potential restoration and flood risk reduction projects (structural and nonstructural) to advance investments in regional adaptation. Thus, the goals for the project are two-fold, to build the planning cycle and collective network of community stakeholders, and to undertake the first iteration of the Tampa Bay Coastal Master Plan. The objectives of the proposed project include enhancing regional coordination, supporting meaningful community engagement, maximizing co-benefits, and increasing the local and regional capacity for adaptation. Communities will have new tools to better understand and communicate flood risk, as well as a suite of restoration and risk reduction projects that provide benefits to each county and the wider region. The resulting plan will serve as an adaptation resource and guide for decision makers to maximize enduring community benefits that support a thriving coast where people can continue to live, work, and enjoy the region’s unique features. As the first of its kind in the state, the Tampa Bay Coastal Master Plan will foster the ongoing, iterative process of adaptive management to ensure long-term capacity building and informed decision making in the face of an uncertain future. In every phase, the project will include the participation of various communities and stakeholder groups across the region to cultivate an inclusive planning cycle underpinned by the co-production of local and scientific knowledge. The project will train local government staff, partners, and community organizations to lead efforts to engage communities, particularly those who have been traditionally underserved and under-resourced. In tandem, local universities will merge research efforts to calculate coastal water level conditions for present-day and future (2040 and 2070) climate conditions with consideration to sea level rise and potential changes in storm characteristics. The project will create compound current and future flood risk maps consisting of open-source data and transparent replicable methodology to facilitate knowledge transfer within and outside the Tampa Bay region. The Tampa Bay Coastal Master Plan will equip the region with a prioritized list of feasible resilience projects developed with and vetted by the community which will serve as guides to equitably address the many challenges posed by high-tide flooding, storm surge, rainfall-related flooding, and future sea level rise in vulnerable areas, particularly historically marginalized, underserved, and underrepresented communities. Project locations will be informed by the

modeling efforts such that the regional benefits can be maximized. With new 2020 Tampa Bay Habitat Master Plan (HMPU) resources, local governments will have the additional capacity and justification to apply for various funding sources to make meaningful progress on implementation. The plan—with early input from historically marginalized communities—will help shape resilience investments over time that also support the Justice40 initiative by ensuring that benefits will flow to disadvantaged communities. The plan will be developed through four phases, including: (1) convening stakeholders to finalize a four-year planning process; (2) regional flood risk analysis; (3) identification of project concepts; (4) communicate report publication.

1. Essential stakeholders will be convened to finalize a shared vision, goals, and methodologies for the plan’s development. At the start of the project, the TBRPC and project collaborators will identify and engage additional key stakeholders to participate in working groups to support the plan’s development. Key stakeholders will include community leaders, business and industry representatives, landowners, scientists, non-governmental organizations (NGOs), community-based organizations (CBOs), health professionals, resilience experts, local, state, and federal agencies, and other interested parties with an emphasis on engaging minority-serving institutions. The Tampa Bay Coastal Master Plan team will engage with community leaders and other stakeholders throughout the entire process and beyond, further fostering enduring capacity to inform and advance adaptation efforts. Existing community resilience networks of the TBRPC and other project collaborators will be leveraged to garner more project partners and expansive participation beyond the usual stakeholders, ensuring a multi-disciplinary and geographic balance of regional representation. Engagement of historically marginalized, underserved, or underrepresented communities will be prioritized to build inclusivity and diversity into the Master Plan development process and to advance equity through their involvement in the identification of risks and challenges, and implementation of adaptation strategies.

A variety of avenues and networks will be used to identify underserved communities and community organizations who may be interested in participating in the Coastal Master Plan’s development, including the use of environmental justice and social vulnerability mapping tools to help define target areas in the region. Community leaders from faith-based groups, neighborhood associations, federally qualified health clinics, community centers, NGOs, community development agencies and others will be approached for suggestions of other individuals and groups to engage as well as an invitation for their own participation. For example, Hillsborough County’s Office of Neighborhood Relations has offered a list of neighborhood association leaders. Leaders from these organizations will be invited to join the Community Workgroup as collaborators or partners and be part of the community engagement and outreach process at a level they deem appropriate. There is a budget to fund engagement by community leaders in their neighborhoods that they know best, and a portion of those dollars will compensate residents for their participation. Ample representation from underserved and overburdened communities will be prioritized to address the adverse flood conditions they experience and to ensure they benefit from the project rather than facing additional disproportionate burdens or underinvestment. Already nine community-based social organizations are committed collaborators or partners for the Coastal Master Plan, many of which work with underserved communities. For instance, Alianza Center serves Puerto Rican and Hispanic communities throughout Florida, and their perspective will be essential for engagement with Latinx community members, especially those experiencing linguistic isolation. The Progress Village Civic Council, Inc. is a non-profit organization committed to expanding the resources and opportunities available to the Progress Village community, the City of Tampa’s first low-income housing suburb that also experiences routine flooding. Parallel participation from municipality staff associated with these underserved regions will double the number of community leaders who work on planning the details for the engagement and outreach strategies.

Following stakeholder identification, all project partners and collaborators will be invited to participate in a Project Kick-off/Launch Workshop to discuss the plan and develop a shared vision and goals. A Technical Workgroup and Community Workgroup of project collaborators and partners will meet quarterly throughout the four-year project to enhance collaboration and facilitate the co-production

of knowledge to advance the plan and project development process (further defined in the “Framework for Collaboration” section of this proposal). An Advisory Team of representatives from core collaborating organizations will be convened regularly for project decision making, ensuring that iterative engagement and shared goals are achieved. Community-based organizations will be compensated for their participation in workgroup meetings and any community meetings dedicated to the Master Plan. This regional approach for coordination will have numerous benefits, including relationship-building, cross-pollination of ideas, and the elimination of jurisdictional siloes.

This phase will result in two strategies that will guide the plan’s development process— the Technical Strategy and the Outreach and Engagement Strategy. The Technical Strategy will include a framework for identifying and evaluating flood risk and project priority areas in Phase Two through open-source modeling and leveraging existing datasets and national tools, as well as developing an evaluation matrix and methodology with which to assess and screen projects in Phase Three for inclusion in the final plan. The Outreach and Engagement Strategy will include approaches to cultivate and nurture the participation of various communities - often left out of decision-making - and stakeholder groups across the project timeline and beyond to foster inclusivity and transparency. It will detail operating norms and practices, including decision making processes and will establish routine communication mechanisms, both within the collaborative and with stakeholders. The Outreach and Engagement Strategy will identify how the team can build the local capacity of underserved communities to engage with the plan’s development, at its earliest stages, and implementation. Furthermore, the strategy will describe a plan of action for the draft and final Coastal Master Plan distribution in Phase Four, including materials for publication and advertising. Together, the Technical and Outreach and Engagement Strategies will define the four-year planning process and be designed to support future replication and enduring capacity for adaptation efforts.

Milestones: (1) Regional Workgroups are established with diverse stakeholder membership; (2) A project kick-off workshop is hosted to finalize a shared vision and goals; (3) equitable Outreach & Engagement and Technical Strategies are developed. Regional benefits include: (1) four-year replicable planning process and timeline that underpins a shared vision and goals; (2) relationship-building and increased community awareness and participation in coastal resilience efforts; (3) historically underserved communities engaged in community meetings and represented in the workgroups.

2. A regional flood risk assessment will provide quantitative insight on current and future flood risk as well as identify vulnerable communities to further inform proactive measures that provide resiliency and adaptation from storm surges and other flooding events.

Vulnerability assessments are currently performed in accordance with section 380.093 (2023) of Florida Statutes and have the objective of identifying critical assets and their sensitivity to future flood scenarios. These vulnerability assessments are limited to county and municipality boundaries without consideration of neighboring watersheds. They also utilize flood maps for current and future flood risk scenarios, however not all communities have the available datasets or tools to consider compound flooding or the interactions between different stressors (rain, high tide, etc.). Consistent and well-informed resources are essential for coordinated and innovative flood risk management.

The Tampa Bay Coastal Master Plan will build on the TBRPC’s previous mapping efforts (more details in the “Framework for Collaboration” section) by assessing compound flooding and habitat coverage through the lens of a regional risk assessment. Compound flooding is a topic of active research as the majority of flood events, such as hurricanes, arise from the combination of more than one water source or driver. Compound flood events are increasing in frequency along the western Florida coast (Wahl 2015, Bevacqua 2020), and there is a growing demand to better understand which communities are most at risk. Existing national mapping tools (e.g. FEMA SFHA) limit their focus to one or few individual flood drivers, such as storm surge and sea level rise, and/or use an additive approach to considering multiple flood drivers. Mean Sea Level does not operate as a simple additive term in the calculation of storm surge (Arns 2015, Zhang 2013), and therefore it is more accurate to use numerical circulation models to calculate changes in future storm surge due to sea level rise. Thus, more complex modeling is needed to capture the compounding interactions between coastal and inland flooding.

The project team will develop current and future projected flood maps for the Tampa Bay region under current land-use conditions by incorporating the effects of tides, storm surges, sea level rise, and rainfall on coastal and riverine flooding. Local universities, including the University of Central Florida and University of South Florida, will be subawarded funding to collaboratively perform the modeling needed for the risk assessment, probabilistic flood maps, and subsequent evaluation of the effectiveness of selected projects (with the focus on broader-scale interventions given the scale and resolution of the model). This research includes the development and application of advanced multivariate statistical models to derive joint probabilities for multiple flood drivers to co-occur. It also includes using appropriate hydrodynamic numerical flood models, which can simulate compound flooding from different drivers and provide accurate estimates of inundation extent and depth resulting from those compound events. Merging the research efforts at the University of South Florida and University of Central Florida offers the opportunity to develop the first assessment of more informative compound flood hazard maps for the Tampa Bay region.

The team at the University of South Florida currently develops and applies Delft3D to create high-resolution coastal ocean circulation models capable of simulating accurate coastal water levels for Hillsborough, Pinellas, and Manatee counties. Delft3D is also used by the U.S. Naval Oceanographic Office to forecast surge and inundation (Veeramony 2017). To derive historic and future coastal water levels at high spatial resolution throughout the wider Tampa Bay region, the USF model domain will be extended to the adjacent coastal counties. Historical or hindcast simulations will roughly include 1975 to present using realistic boundary conditions (e.g., winds, rainfall, river discharge) based on values from federal databases such as the National Centers for Environmental Information, and other state and local databases as needed. This study will include effects of both winter frontal passages and summer tropical storms. Initial coastal ocean circulation model outputs will be calibrated and validated against two long-term tidal gauges located within Tampa Bay proper, following the procedure in Ulm et al. (2016).

Simulations of future coastal surge will be structured essentially the same as the hindcast but will include rises in Mean Sea Level. The range of modeled sea level projections will be bounded by the 2017 NOAA intermediate-low and intermediate-high sea level rise projections in accordance with section 380.093 (2021) of the Florida Statutes as part of the Resilient Florida Grant Program. Modeled standard water levels, including Mean Sea Level and Mean Higher High Water, will be extracted from the model output and used to calculate the frequency of High Tide Flooding (HTF), also known as “nuisance” or “sunny day” flooding (Harris 1981, Woodroffe and Barlow 2015).

Researchers at the University of Central Florida have developed a probabilistic framework that uses coastal water level and rainfall time series as input and can be extended to account for streamflow in adjacent rivers where necessary. Coastal water level information will come from the University of South Florida’s modeling outputs and will include a multi-decadal hindcast and select future scenarios including sea level rise. Historic rainfall time series information will come from long-term rain gauges and the National Weather Service’s Analysis of Record for Calibration (AORC). Statistical results from the rainfall analysis will be compared against and complemented by NOAA Atlas 14 data. Future rainfall scenarios for 2040 and 2070 will consider change factors derived and used for the Community Development Block Grant Mitigation (CDBG-MIT) program to make sure the analysis is consistent with other state-wide and community efforts. A copula-based multivariate extreme value model will be applied to capture the existing dependencies between the different flooding drivers (Jane 2020). The statistical model will then generate a large number of physically consistent event combinations of rainfall and coastal water levels where the marginal distributions and dependence structure between variables are preserved. When assessing future climates, the marginal distributions of rainfall and coastal water levels will be adjusted accordingly, while assuming the dependence structure between the flooding drivers does not change. The latter has been shown to have a smaller effect than changes in sea level and rainfall characteristics (Gori 2022) and would otherwise require computationally intensive and consistent simultaneous modeling of both future coastal water level and rainfall time series.

To reduce the computational cost of the hydrodynamic compound flood model, importance sampling will be applied to derive a smaller but optimal event-set of rainfall and coastal water level

combinations, including minor, moderate, and extreme events with associated joint probabilities. The rainfall and coastal water level peaks are then used to generate different realizations of spatially varying event time series to be used as boundary conditions for the compound flood model (Kim 2023). The compound flood model will be developed through the open-source Super-Fast INundation of CoastS (SFINCS) model, which has been specifically developed to facilitate regional scale compound flood modeling while considering a large number of flood driver combinations (Leijnse 2021). The final compound flood model will be validated through historical storm high-water marks and community testimonials.

In addition to the modeling outputs, existing data, tools, and local knowledge will be compiled and adapted, as needed, to further identify flood-vulnerable communities, both waterfront (gulf, bay, and riverine) and inland. Underserved and marginalized communities will be identified and prioritized in the assessment using national and local tools and open-source data, such as the Climate and Economic Justice Screening Tool, the EPA's Environmental Justice Screening and Mapping tool, and the Tampa Bay Estuary Program's Equity Strategy, as well as the compound flood model developed for this project. This approach will help prioritize locations for identifying flood risk reduction projects in the next phase of the project, ensuring the equitable flow of benefits to underserved communities, and preventing further disproportionate flooding impacts. These prioritized flood risk areas will also inform engagement and outreach efforts, including workshop locations, community meetings, and outreach events. Several jurisdictions throughout the region have completed or are in the process of completing vulnerability assessments that provide readily available data for regional critical assets and mitigation focus areas that can be integrated into the assessment.

While the modeling outputs will focus primarily on compound flooding hazards facing communities, the Tampa Bay Estuary Program will supplement this analysis with a habitat vulnerability assessment for the region. Sheehan et al. (2019) developed a habitat evolution model (HEM) for the Tampa Bay watershed that will be updated with current land use land cover information, Tampa Bay-specific sea level rise scenarios, and then re-run over the entire six-county project area. The Tampa Bay HEM extended the capabilities of the Sea Level Affecting Marsh Model (SLAMM v. 6.2) to include a decision tree specific to local processes and habitats, including seagrasses. The GIS-based model results will inform and identify community and habitat vulnerabilities that are projected to reduce future resilience. These overlays will be used to understand disproportionate vulnerabilities in identified underserved communities in the region, while also taking into account the remaining opportunities to preserve or expand these habitats in un- or softly developed areas. The resulting GIS-based vulnerability assessment will further guide where natural and/or nature-based resiliency strategies could best be implemented to avoid further natural capital losses in the region. All described models are open-source, and model configurations used for the Tampa Bay region will be made freely available through multiple platforms (further details can be found in the "Data Management Plan" section of this proposal). Supporting documentation will outline the models' configuration, widely accessible input data, and reproducible outputs to promote project implementation efforts and reproducibility of the Coastal Master Plan framework.

Next, three one-day, sub-regional training workshops will be held with Community Workgroup members from municipalities and community-based organizations to build skills in facilitating community discussions and listening sessions about flooding. The training workshops will be conducted by the Florida Cooperative Extension Service: Community Voices, Informed Choices program (CIVIC), which is cooperatively managed by Extension faculty from the University of Florida (UF) and Florida Agricultural and Mechanical University (FAMU), a historically black land grant university. Workshop participants will learn how to effectively build inclusive, safe spaces for candid discussions about community flood risks. Community leaders and municipal staff will review their existing engagement processes and consider ways to best attract and meet with their community members, including the public, elected officials, businesses, and others. For example, they may wish to conduct their community meetings as part of existing organizational meetings and events to ensure the greatest reach and inclusive dialogue. They will be equipped with flood risk educational materials informed by the project's flood

maps to share during their community meetings. A mock community meeting will be held so that participants feel well-equipped for meetings of their own. These training workshops will build the capacity of community leaders and municipal staff to listen to residents' concerns and facilitate a process to collaboratively identify potential solutions.

Following the workshops, the community-based organizations will help to coordinate and host six local flood risk listening sessions of their own throughout the region. Introductory materials will be developed to set the stage for listening sessions by describing the Coastal Master Plan, the need for discussions about flood risk, and the development of flood reduction projects and adaptation pathways. The goal is for community organization leaders, with assistance from municipal staff, to host and facilitate their own community meetings, engaging their members, clientele, and neighbors in community discussions about their experiences with flooding, their perceived risks and concerns, and suggestions for solutions. In doing so, the outcomes of the project may accurately reflect the needs of the community and increase willingness to accommodate and support proposed projects. Community leaders will identify where and when to hold these community meetings as well as the support they anticipate needing from the project team to host and facilitate them. Community collaborators will be compensated for coordinating the meetings, and public attendees will receive honorariums. Moreover, CIVIC will provide resources, facilitation kits, and survey forms to collect concerns and ideas, in a consistent way, during the community meetings. Engagement with underrepresented communities will be prioritized to support their participation in the planning process by increasing awareness about current risks and envisioning potential solutions. Local knowledge of flood risk areas will be recorded and incorporated into the model validation of the flood maps.

Initial educational outreach will be conducted by the National Wildlife Federation with targeted stakeholders across Tampa Bay to provide a foundational understanding of the Coastal Master Plan process and how it will benefit the region, as well as general education around coastal risks, examples of solutions, and the importance of community involvement. This outreach via presentations, events, and public messaging will lay groundwork for engagement in community training workshops and risk assessments. In addition, the National Wildlife Federation and the Community Workgroup will facilitate additional community risk assessment conversations to complement the community-led meetings and ensure comprehensive outreach coverage, especially in high-risk, disadvantaged areas that do not have volunteer meeting facilitators to provide an overview of the Coastal Master Plan process and the importance of community input. Meeting activities will include flood mapping and group discussions, similar to the meetings led by community members. This input will be reviewed by the Advisory Team and Community Workgroup to inform the projects that are modeled and the draft plan. If priority areas of flood risk that lack existing community meetings are identified, the project team will host a meeting in partnership with interested community leaders. The completed probabilistic flood maps, habitat assessment, socioeconomic assessments, and community listening sessions will provide a more holistic analysis of the region's resiliency.

Milestones: (1) Current and future compound flood maps are created across the region using consistent methods; (2) Habitat and socioeconomic assessments are conducted; (3) Workshop training of community leaders on facilitating listening sessions and communicating flood risk; (4) Community listening sessions and meetings are facilitated by community-based organizations to gather public needs, perceptions of risk, and solution ideas; (5) General educational outreach on coastal master planning and resilience conducted across region. **Regional benefits include:** (1) Compound flooding risks are identified across the region; (2) A holistic analysis of the regional resiliency and areas of concern; (3) Community leaders expand facilitation skills and capacity; (4) Community members gain knowledge on the project and begin relationship building; (5) Through workshops and community discussions, local government staff will be better equipped to more effectively understand and communicate risk.

3. Potential project concepts will be solicited from the public, members of advisory groups, and subawards and iteratively evaluated to determine their effectiveness at reducing flood risks and enhancing habitat adaptation, producing equitable outcomes, and feasibility for implementation.

The proposed regional compound flood risk assessment for the Tampa Bay region in Phase Two will identify flood risk hotspots under present-day and future climates to help prioritize project locations for developing flood mitigation and adaptation measures. A variety of methods will be used to develop, screen, and ultimately select candidate project concepts that reduce flood damage and enhance habitat adaptation in those areas most at risk, including structural, nonstructural, and restoration projects. Emphasis will be placed on identifying cross-jurisdictional projects that will support co-benefits, extending past the typical siloed watershed approach, and encouraging regional collaboration.

A six-month public solicitation of projects will foster innovation and support the collection of new and existing structural and nonstructural risk reduction and restoration project ideas. A variety of advertisement methods will be employed to promote the solicitation for projects and maximize the extent of public participation, such as mailing lists, social media posts, and website publications. Current engagement partners of the Tampa Bay Regional Planning Council (e.g. the Tampa Bay Regional Resiliency Coalition, Agency on Bay Management, etc.) will also be utilized to advertise the solicitation period through their established channels. The TBRPC will engage flood-vulnerable communities by attending existing meetings to announce the call for proposals and answer questions. Components of ongoing county-level projects and Adaptation Plans (e.g. Tampa Bay Habitat Master Plan, Tampa Bay Regional Resiliency Action Plan, etc.) that have scalable regional potential may also become candidate project concepts for further evaluation. During the listening sessions that take place in the prior risk assessment phase, community facilitators will collect ideas for solutions and any suggested project concepts. Therefore, anyone regardless of background, can propose projects which will promote creative design solutions, original approaches, and inclusivity.

The inclusion of diverse flood mitigation approaches, including restoration, structural, and nonstructural risk reduction projects, is essential for comprehensive and effective flood risk management. Projects will be developed with a focus on addressing regional-scale challenges and integrating restoration techniques to optimize benefits. Structural risk reduction approaches involve physical modifications to the environment to reduce flooding by controlling or directing the flow of water. Structural risk reduction projects will include nature-based features to harness natural processes in promoting a holistic and sustainable approach to managing flood risks while supporting biodiversity and ecosystem services. For example, Tidal flood barriers, such as living or hybrid shorelines and riparian buffer zones help absorb water, reduce erosion, and provide protection against storm surges and flooding. Retention basins and natural flood storage areas temporarily store excess water during heavy rainfall while providing water quality improvements. Wetland restoration projects involve re-establishing or enhancing ecosystems to slow down and absorb excess water. Urban stream restoration entails reshaping and naturalizing stream channels and reconnecting them with their floodplains. Reforestation involves planting trees in deforested or degraded areas to regulate water flow, reduce runoff, and stabilize soils, contributing to flood risk reduction.

Nonstructural projects include initiatives that focus on policies, planning, and community engagement rather than physical alterations to the environment. These strategies can be applied across numerous communities. For example, nonstructural measures often involve land use planning and zoning regulations to guide development away from flood-prone areas. Restricting certain types of construction in high-risk zones helps minimize exposure to flooding. The Jacobs Public Interest Law Clinic for Democracy and Environment at Stetson University's College of Law will be providing in-kind services to identify non-structural measures to improve resilience through disaster risk and impact reduction. The clinic will leverage mapping resources, demographic information, science, existing law and policy, and funding opportunities to inform the analysis. The clinic will explore existing Florida state and local policies and laws that impact non-structural risk management, participate in raising public awareness, and support training and education. Some examples of possible recommendations include elevating residences, commercial floodproofing, voluntary acquisition, insurance and financial incentives, coastal preservation and hardening tactics, real estate disclosures, and coastal setback provisions. Nonstructural risk reduction strategies will be considered to better support funding and implementation opportunities provided by multiple agencies and programs.

Through in-person and virtual meetings, the Workgroups of project collaborators and partners will collectively develop targeted flood reduction and restoration projects for the priority areas of flood risk. The Technical Workgroup will investigate opportunities to combine features from multiple project types into larger-scale, integrated concepts. Though not essential, in-person design charrettes will facilitate identifying additional conceptual project designs and adaptation pathways, thus the TBRPC will be seeking additional external grant funding to supplement these activities. Further development of partial or amorphous concepts, as well as cross-jurisdictional project opportunities, will be done through outsourced engineering consultants. Project partners and collaborators will also be prompted to discuss projects within the context of potential adaptation pathways, including incremental actions that support dynamic decision making in the face of uncertain conditions and migrating values.

The Tampa Bay Estuary Program will leverage their 2020 Tampa Bay Habitat Master Plan (HMPU) to identify potential areas and habitat types that could be integrated into natural and nature-based project concepts. Restoration opportunity assessments will be expanded to the plan's boundary, utilizing existing methods (Beck 2023) and newly released NOAA 1-m C-CAP land cover products for the Tampa Bay region. GIS analyses of the 1-m resolution NOAA C-CAP layer will identify additional areas for protection and restoration within the Tampa Bay region, specifically within the developed portions of the project area. Fragmentation potential and barriers to future coastal habitat migration corridors within a high-priority reservation space will also be investigated.

The solicitation period is anticipated to bring a wide spectrum of project ideas with varying levels of detail. An engineering firm will be contracted to refine the project concepts for further evaluation. A potential example of refinement might be the adaptation of a gray project concept to a similar hybrid approach. Refined project ideas will then be added to the solicitation list. When identifying and refining flood risk reduction project concepts, the team will leverage existing data and material resources, such as the U.S. Army Corps of Engineers' South Atlantic Coastal Study as well as opportunities for the beneficial use of dredge material. The Tampa Bay Coastal Master Plan will not be overly prescriptive about project details so that designs can be customized and appropriately engineered to site-specific conditions when implemented.

Candidate projects refined from the solicitation list will be evaluated with geospatial land loss and inundation models (as funding allows). The effectiveness of individual projects among the flood risk hotspot areas can be assessed by nesting smaller-domain, very high-resolution models within the University of South Florida's regional coastal water level model and examining impacts of specific mitigation strategies such as living shorelines or other protective measures that reduce coastal water level elevations. Larger-scale strategies, such as marsh restoration, can also be assessed using the University of Central Florida's flood model. All project scenarios will be modeled to 2040 and 2070 in accordance with the Resilient Florida Grant Program and compared to a scenario of no action taken to quantify the project's impact. Smaller localized projects will require additional dedicated modeling from a contracted engineering consultant.

An evaluation matrix of weighted criteria will be developed by the workgroups to further screen and evaluate projects, ensuring they support the plan's objectives as well as the shared vision and goals established in the beginning of the planning process. The Technical Workgroup will work in concert with the other workgroups to identify qualitative social and ecological metrics and their relative weightings to help rank and prioritize projects according to community outcomes, such as equity, habitat impacts, health, housing, navigation, and community vulnerability. The Tampa Bay Estuary Program will support the development of the ranking criteria and assemble scores and visualizations for each candidate project site concept. Specific metrics in the quantitative evaluation matrix may include the leveraging of existing resources. For example, project concepts that utilize the beneficial reuse of sediment from the Army Corps of Engineers' maintenance dredging would be prioritized over those that require new construction materials.

The two proposed resilience goals for the plan—flood risk reduction and enhanced habitat adaptation—will serve as decision drivers for the evaluation of project performance, hence minimizing adverse impacts to one or the other. All projects must have a direct connection to flood management and green or

hybrid strategies. Nature-based solutions and restoration projects will be prioritized as they can reduce flood risk and support ecosystems, whereas a hybrid bulkhead may be deprioritized if it causes further long-term erosion or habitat loss to adjacent coastline, but elevated in importance if it significantly reduces flood damages for an underserved community. Thus, the matrix will provide a way to quantitatively analyze and compare projects based on their anticipated impacts (positive or negative).

Like Phase Two, Phase Three also will consist of three one-day training workshops conducted by CIVIC across the region for groups of municipal staff and community leaders who wish to host and facilitate deliberative discussions with their community members and gather input on feasible project concepts. These workshops will build additional public engagement skills for collecting feedback and building consensus on specific project designs. Deliberation is the process of “raising and collectively considering issues... [where] people discuss, ponder, exchange observations and views, reflect upon information and judgments concerning matters of mutual interest, and attempt to persuade each other” (NRC 1996). The goals of deliberation will be introduced along with a discussion guide and a mock deliberative discussion. Each subregion will have different potential projects to reduce risk and enhance resilience, and each project will have potential advantages as well as trade-offs associated with its implementation. How individuals weigh these advantages and trade-offs is a product of their values and priorities. To achieve collective agreement and common ground, people need to hear others talk about why they prioritize one solution over another and balance these values. Leaders will be reminded that these meetings should, in the long run, empower community members to engage in community governance. Getting to know municipality staff and feeling more comfortable sharing their concerns are steps toward civic engagement.

Local leaders and municipal staff will be invited to host six community discussions across the six-county region. Supplemental funding is being sought to host additional meetings. Community members with diverse perspectives will be invited to share their ideas about the projects, their concerns about the trade-offs, and their priorities for what they believe could be done to increase resilience and reduce risk. Deliberation enables more people to be engaged in decision making, thus strengthening democratic systems and governance (Stern 2005). The goal is for people to share their opinions and preferences, after having been introduced to the issues and opportunities. Members of CIVIC will create a set of discussion guides and introductory materials to frame these discussions around the options that are viable and relevant to each sub-region, as well as likely trade-offs that could occur in the community if the projects were implemented. Engagement with underrepresented communities will be prioritized during the project identification period to empower their voices and participation in the planning process by increasing awareness about current risks and envisioning potential solutions. Community feedback will be integrated to provide another layer of evaluation and prioritization of projects that receive wide support. As a result, prioritized projects will have greater buy-in and endorsement from the community, which will help the communities accommodate and support their implementation. Compensation will again be provided for those organizations who host gatherings and provide responses.

Milestones: (1) Public solicitation period gathers initial broad list of project concepts/ideas around the region; (2) Community leaders and municipality staff trained in facilitating deliberative discussions; (3) Community deliberative discussion are held to gather feedback on refined solicitation list of projects; (4) Project assessment methodology, including modeling, and quantitative evaluation matrix; (5) Revised list of effective restoration and risk reduction projects. **Regional benefits include:** (1) Engagement of community members to directly contribute to the Master Plan through project solicitation will further build upon existing relationships and garner support of the project; (2) Informed decision making; (3) Community capacity for deliberating complex issues; (4) Leadership capacity for facilitating deliberation and community engagement.

4. A final Tampa Bay Coastal Master Plan will communicate flood risks around the region and prioritize risk reduction and restoration projects to support enduring adaptation. The planning process and results from all previous phases will be detailed in a final report organized by sub-region, such as by county or watershed. The report will summarize future landscape changes and flood risk reduction projects that provide co-benefits to the region’s most vulnerable communities and ecosystems.

The TBRPC, with writing support from the National Wildlife Federation, will develop the draft plan. Community and Technical Workgroup meetings will gather feedback on the draft plan from a diverse set of project collaborators and partners, ensuring it reflects the shared vision.

Input from the community will be collected by the National Wildlife Federation through stakeholder engagement, community presentations, and an advertised public comment period. Constructive feedback will be integrated into the final plan including recommendations and lessons learned for the next plan iteration. Towards the end of the project, the workgroups will meet to identify potential funding sources and workforce development needs to support implementation.

An interactive dashboard will complement the Master Plan, enabling full access to data, information, maps and visuals found throughout the plan. The dashboard, developed by the TBRPC through ArcGIS, will allow users to explore elements of the plan and better understand how the coast will change and ongoing efforts to address flooding. Visuals will also be created to help communicate risk to residents and other public and private partners, highlighting how pilot project concepts across the region will progress adaptation efforts and enhance community resilience.

Using the plan of action for the final plan rollout developed in the Outreach and Engagement Strategy (Phase One), TBRPC staff will create resources in English and Spanish to facilitate dissemination, such as a press release and marketing materials. All codes will be published to GitHub, helping to ensure their availability for future use during plan updates, replication elsewhere, and innovative research. At the point of publication, a regional symposium will be hosted to showcase the final Master Plan and its projects. Hosted by the TBRPC, the symposium can feature presentations, panel discussions, and posters to raise awareness about this new resource that will serve as an implementation strategy for the region.

Overall, the plan's collaborative development process and final report will facilitate project identification to allow expedited execution of projects as funding becomes available, such as the NOAA Transformational Habitat Restoration and Coastal Resilience Grants. Therefore, the Coastal Master Plan will provide unified direction to guide investments across the region, thus one voice to assert shared priorities for federal projects. The cross-jurisdictional approach of the risk reduction projects will distribute the burden of applying for and carrying out grants, which is currently a major barrier for implementation by under-resourced local governments. The reported project list will allow local governments to apply for grants on projects backed by novel modeling capabilities and developed in conjunction with community needs and support. The region's underserved communities will thereby have new adaptation resources and be better positioned to receive large-scale flood risk reduction projects. In doing so, the overall resilience capacity of local governments will be enhanced, especially those with fewer resources. Moreover, once implemented, the risk reduction projects will direct long-term resilience benefits to underserved communities by protecting their properties and livelihoods. To further support implementation efforts, the project team will identify sources of potential funding to be incorporated within the plan. In addition, workforce development opportunities will be identified to support implementation across the region.

Ultimately, the Tampa Bay Coastal Master Plan will strengthen the identity of the Tampa Bay region and bolster adaptation and resiliency efforts. Model code and tools can be adopted by local governments to guide smaller-scale adaptation decisions. The plan will be a valuable communication resource for communities to better understand their flood exposure, how the coast will change over time, and place-based adaptation projects and potential pathways. Educational resources and training opportunities will help ensure staff continue to engage the community through deliberative discussions about risk and the ongoing process of adaptation. Finally, the Tampa Bay Coastal Master Plan will be iterated on a five-year cycle to ensure efforts are sustained.

Milestones: (1) Workgroups gather final feedback; (2) Published report separated by county summarizing modeling and risk assessment results and corresponding restoration and risk reduction projects; (3) Interactive dashboard to further visualize modeling outcomes; (4) Creation of summary communication materials, graphics, and Regional Symposium materials to disseminate the project and final outputs. Regional benefits include: (1) Regional coordination and community support to advance

concerted adaptation actions; (2) Local government staff, especially in under-resourced northern counties of the region, will have more capacity to take efficient and effective action when implementation funds become available; (3) Nature-based projects will provide resilience co-benefits to habitats and communities; (4) The region's underserved communities will have new adaptation resources and be better positioned not only to understand their risks but to also receive large-scale risk reduction projects.

Framework for Collaboration

Organizational Structure and Function. Key stakeholders will include community leaders, business and industry representatives, landowners, scientists, NGOs, grassroots community-based organization, health professionals, resilience experts, local, state, and federal agencies, and other interested parties. Stakeholders will be prioritized partly based on their ability to help this project achieve its objectives of fostering cross-jurisdictional regional coordination and collaboration, supporting meaningful and equitable community engagement, maximizing co-benefits for risk reduction, and increasing the local and regional enduring capacity for adaptation. Collaborators will be identified as entities who contribute substantially to the overall strategic direction and decision making and are committed to long-term interactions. Partners will be identified as entities supportive of the project but who do not participate in decision making and do not commit to regular and sustained engagement in collaborative activities. Both entity types will participate in the working group(s) most aligned with their expertise and level of involvement. An Advisory Team, Technical Workgroup, and Community Workgroup will foster regional collaboration to guide the project and focus efforts by leveraging on-the-ground experience and local perspectives. An Advisory Team of key project personnel, including the TBRPC, subawards, and contractors, as well as interested collaborating organizations will be convened monthly for project updates and major decision making. Additional Technical and Community Workgroups composed of project collaborators and partners will be established to support the planning process during the four-year project, ensuring that iterative engagement and shared goals are achieved. The Technical Workgroup will focus on gathering local data and completing the risk assessment and probabilistic flood maps. The Community Workgroup will focus on developing and carrying out the Outreach and Engagement Strategy to maximize regional coordination, participation, transparency, and innovation and build capacity among underserved communities. Workgroups will serve the entire region to communicate and promote knowledge transfer or lessons learned throughout the project. Leaders of the Community and Technical Workgroup will be part of the Advisory Team to disseminate meeting outcomes.

The Advisory Team will maintain regular communication via email and virtual meetings, as necessary, outside of the monthly meetings. As a regional project, all working groups will leverage online platforms and virtual meetings for wider reach and to accommodate those who may face barriers to attending in-person events. Virtual engagement options increase accessibility and inclusivity.

The evaluation of community engagement and satisfaction with the process and plan will be monitored by the Community Workgroup. The Advisory Team will serve to ensure milestones, such as developing specific facilitation skill sets, are met. Since the Advisory Team is composed of the leaders of both workgroups, alternative strategies can be developed as obstacles are faced with a cross-pollination of ideas from both the Community and Technical Workgroups. For example, if the probabilistic flood maps are found to be difficult for the community members to understand, then alternative more-effective designs tailored to events relatable to the community can be discussed. The final plan report will summarize the engagement process and lessons learned to be considered within the next iteration of the Master Plan.

Roles and Experience of Collaborators and Leveraged Resources. The Tampa Bay Regional Planning Council (TBRPC) will lead the development of the Tampa Bay Coastal Master Plan, including managing grants, organizing the project and its resources, ensuring milestones are met, coordinating and convening the various stakeholders and working groups, and other managerial tasks to complete the project activities. In addition, TBRPC staff will assist with mapping efforts and completing the dashboard, and report publication and communication materials. In recent years, the TBRPC has successfully managed over \$4.5 million in grant funds, including federal and state awards.

Since 1962, the TBRPC has convened local governments and gubernatorial appointees to plan for and coordinate intergovernmental solutions to complex, large-scale issues. The TBRPC's membership includes 21 municipalities from within the six-county Tampa Bay region—Citrus, Hernando, Pasco, Pinellas, Hillsborough, and Manatee Counties—as well as gubernatorial appointees and state agencies. Through facilitation by the Regional Planning Council, the region's local governments and other stakeholders have been collaborating on environmental and resiliency challenges for over three decades.

As a regional convener, the TBRPC has extensive experience coordinating multi-jurisdictional and multi-disciplinary stakeholders to complete planning projects. An integral part of the TBRPC since 1985 and the first management entity for Tampa Bay, the Agency on Bay Management is a committee that serves as a broad-based forum for open discussion of the issues involving the Tampa Bay estuary, and a voice for protection, restoration, and wise use of its natural resources by the entire region. In addition, the TBRPC has been convening local governments, businesses, NGOs, universities, and advocacy organizations through the Tampa Bay Regional Resiliency Coalition since 2018 to further connect and collaborate on enhancing the resilience of the region. Published in 2022, the Regional Resiliency Action Plan (RRAP) is a living document created by the Coalition to address resilience challenges through intergovernmental and community collaboration. Existing community resilience networks of the TBRPC, including its Regional Resiliency Coalition and Agency on Bay Management, and other project collaborators will be leveraged to garner more project partners and expansive participation, ensuring a multi-disciplinary and geographic balance of regional representation.

For more than 20 years, the TBRPC has maintained a free, online environmental news publication, Bay Soundings. Each story receives thousands of views from across the region and beyond, connecting the environmental work by local, regional, and state agencies to the public. Bay Soundings will regularly publish stories with updates on the Tampa Bay Coastal Master Plan's developments to keep the wider public informed of the plan's progression. To educate the broader public, the TBRPC will also work with more traditional media outlets such as the Tampa Bay Times, the Florida Sentinel Bulletin (the only African American publication in Florida that prints twice weekly and owns all its own printing equipment), as well as with WUSF—the NPR affiliate—and WMNF, a community-owned radio station.

The TBRPC partnered with NOAA in 2023 to host a Risk Communication Workshop with local government staff at the TBRPC office building. The Master Plan's workshops will be similar in scope and feature participants from local community-based organizations and local government staff. In addition, the workshops will leverage NOAA risk communication materials such as those offered through the Digital Coast, including coastal datasets, stories, tools, and training for coastal communities' needs.

In 2023, the TBRPC's Tampa Bay Regional Inundation Coordination (TBRIC) project defined a set of best practices for collecting and analyzing flood scenario data to support vulnerability assessments through first gathering the current flood data utilized by project stakeholders. These datasets were documented in a data crosswalk to allow the flexible transfer of metadata between schemas. The types of flooding data reviewed through TBRIC included storm surge, FEMA flood zones, and sea level rise. Subject matter experts provided feedback on the data crosswalk and recommendations to improve flood scenario data analysis in the Tampa Bay region. Their insights shaped the TBRIC project's GIS data outputs and flood scenario tools. The Tampa Bay Coastal Master Plan will build upon the work of TBRIC by assessing compound flooding, or the interactions between flooding drivers, and habitat coverage through the lens of a regional risk assessment.

The TBRPC's Resilient Ready Tampa Bay was a technical assistance project that enhanced the capacity of Tampa Bay communities to assess, plan for, and adapt to flood impacts through the expanded use of multi-functional green infrastructure systems and resilient site designs. In 2022, the Resilient Ready team, along with local stakeholders, public, and private experts in resilience, including architecture, engineering, and planning professionals, convened for design charrettes in flood-prone study areas within the cities of Tampa, St. Petersburg, and Oldsmar. Charrette participants developed implementation-ready flood mitigation designs and cost-benefit information that can be used to justify state and federal grant funding project proposals.

This year, the TBRPC will be working with Citrus and Hernando Counties to complete their vulnerability assessments, which involves completing an exposure analysis, compiling a list of critical assets, and identifying and prioritizing project focus areas. Furthermore, with funding from the Florida Department of Environmental Protection, the Regional Planning Council is currently working with Stetson University to develop high tide flooding GIS data for the Council's member governments. The Tampa Bay Coastal Master Plan will integrate and build upon these efforts and their data and those of other vulnerability assessments across the region to conduct more extensive modeling (including current and future compound flooding) and larger-scale project concepts that have wider community benefits.

The TBRPC is the lead organization managing the coordinating implementation of the EPA's Climate Pollution Reduction Grant for the Tampa-St. Petersburg-Clearwater municipal statistical area (\$1,000,000 grant award). This four-year project entails extensive multi-jurisdictional stakeholder engagement to manage the development of a regional greenhouse gas inventory and Comprehensive Climate Action Plan that will further guide short- and long-term local action to reduce emissions. The TBRPC is the foremost organization positioned to both undertake the Coastal Master Plan's development and sustain the momentum for future updates as another living planning document and resiliency resource. Subawards will be given to the Tampa Bay Estuary Program, National Wildlife Federation, University of Florida, University of Central Florida, and University of South Florida. The TBRPC, project subawards and contractors, and interested collaborators will meet during monthly virtual Advisory Team meetings to relay project updates and accomplish the proposed efforts. In addition, project personnel and collaborators will be distributed among the Community and Technical Workgroups. The TBRPC will conduct regular email and phone call correspondence with subawards, contractors, and other project collaborators.

The Tampa Bay Estuary Program's (TBEP) mission is to build partnerships to restore and protect Tampa Bay through the implementation of a scientifically sound, community-based management plan. TBEP will be involved with completing a habitat risk assessment identifying ecosystems around the region that are threatened by the impacts of sea level rise (e.g. Sherwood and Greening 2014, Sheehan 2019). In addition, TBEP will complete a regional habitat opportunity assessment to determine areas with high restoration potential that can inform project concepts. Through the development of a 2020 Tampa Bay Habitat Master Plan Update, TBEP vetted and developed a process to "maximize the potential" for natural and nature-based restoration solutions that would help attain long-term goals for critical coastal habitat coverage in the watershed (Beck 2023). TBEP proposes to update and expand these assessments with more recent land use land cover datasets to identify additional opportunities where resilience interventions will lead to better outcomes for key ecosystems and communities throughout the project area. As a project collaborator, TBEP will help identify natural and nature-based restoration project opportunities and concepts, develop metrics for a project evaluation matrix, and refine and prioritize project ideas based on available science.

The National Wildlife Federation (NWF) will lead the development of an Outreach and Engagement Plan and regional educational and outreach events during the Tampa Bay Coastal Master Plan development and release. NWF has a history of working across the Gulf of Mexico with key stakeholders to build a breadth and depth of engagement in resilience processes, including coastal master planning processes, resulting in strong public will and robust support for resilience efforts. NWF staff served as technical advisors and were leads on community engagement for Louisiana's 2012, 2017, and 2023 Coastal Master Plans, hosting CMP meetings alongside the Coastal Protection and Restoration Authority (CPRA) for hundreds of community leaders, engaging thousands of stakeholders in public comment processes, and hosting educational field trips and events for communities and diverse stakeholders across the coast. Through NWF's coastal master planning work in Louisiana, NWF has seasoned outreach and engagement resources, including presentation templates, educational master plan handouts and event strategies that can serve as a model. NWF has established best practices for connecting community leaders with coastal decision makers and communicating complex coastal data to broad audiences. NWF's strong partnership with Louisiana's CPRA has helped to reach more diverse audiences for engagement with their Coastal Master Plan, contributed to public messaging and

communication on the plan, and refined mapping and data viewers for public access. In Tampa Bay, NWF has worked on coastal resilience for the last decade, guiding RESTORE funding and researching innovative community engagement methods. Resources, including a storytelling film, a resilience boat tour guide for Tampa Bay, and a research study on local engagement around coastal risks and solutions, can be found on the NWF website. NWF's community engagement methods initiatives, funded by the National Academies of Sciences, enhanced local partnerships with Tampa Bay municipalities, the TBRPC, University of South Florida, Tampa Bay Watch, Tampa Bay Estuary Program, and the conservation filmmaker Wildpath. It also established a network of hundreds of community members interested in coastal resilience in the Tampa Bay area.

The University of Florida (UF) – The Community Voices, Informed Choices (CIVIC) program, co-managed with the Historically Black College/University (HBCU) Florida A&M University, will lead the Outreach and Engagement Strategy to build capacity of staff and community leaders to develop their specific engagement plans to participate in the Master Plan process. CIVIC will work with the project team to train municipal staff and community leaders to provide workshops and educational resources, identify appropriate community members to attend meetings, develop marketing materials and select meeting locations for concern collecting and deliberative discussions, and engage community members in understanding and responding to elements in the newly developed Coastal Master Plan. They will use well-developed strategies from the Kettering Foundation and the North American Association for Environmental Education Community Guidelines for Excellence. CIVIC's leadership consists of faculty with extensive experience and training in deliberative dialogue, facilitating community conversations, and evaluating programs. The long-term goal of deliberative dialogues is to build the capacity of communities and individuals to address local, complex issues and be inclusive of all community members. The CIVIC program has used this process to address water quality issues in the Indian River Lagoon region with under-resourced communities and land use issues in historic Black communities in the Florida Panhandle. Florida Cooperative Extension has faculty and staff in each of Florida's 67 counties who are well-connected to local governments, social agencies, and community organizations. CIVIC has trained over 150 county and state faculty on how to use CIVIC to address complex community issues and contribute to helping CIVIC expand its reach, especially into underrepresented and under-resourced communities.

The University of Central Florida (UCF) will perform the compound flood modeling. More specifically, this research includes the development and application of advanced multivariate statistical models to derive joint probabilities for multiple flood drivers to co-occur. It also includes developing appropriate hydrodynamic numerical flood models, which are able to simulate compound flooding from different drivers and provide accurate estimates of inundation extent and depth resulting from those compound events. UCF has many years of experience developing and applying statistical techniques to assess compound flooding, including past and ongoing partnerships with the South Florida Water Management District, USACE, FEMA, and DOD, among others, who are interested in using methods and tools developed by the UCF team for their respective missions as they relate to compound flood risk analysis and adaptation. The UCF team is also involved in a large-scale Hub funded by the National Science Foundation under the Coastlines and People Program where one of the priorities is to assess compound flooding and co-develop adaptation solutions with stakeholders in the megalopolitan NY/NJ region, focusing on disadvantaged communities with lack of resources. As part of this effort, UCF researchers have further advanced the statistical modeling framework and developed dynamic compound flood models using the Super-Fast INundation of CoastS (SFINCS) model (Leijnse 2021), which is computationally efficient enough to allow regional compound flood modeling considering a wide range of flood driver combinations. As a Hispanic-Serving Institution, UCF offers an inclusive environment to its students and staff, including Dr. Thomas Wahl's research group where 60% of the students and postdocs (many of whom will be exposed to the project) come from groups typically underrepresented in STEM fields.

The University of South Florida (USF) team has decades of experience designing, calibrating, and applying realistic numerical ocean circulation models, particularly of coastal Florida, to the study of coastal storm response, annual and interannual variability, and longer-term climate change. They maintain

the NOAA Physical Oceanographic Real Time System (PORTS®) of operational ocean sensors for Tampa Bay, and work routinely with federal data centers including the National Data Buoy Center (NDBC), National Ocean Service (NOS) Center for Operational Ocean Products and Services (CO-OPS), National Geophysical Data Center (NGDC), and National Centers for Environmental Information (NCEI) that provide access to data necessary for the project. The USF team participates in the Florida Flood Hub for Applied Research and Innovation, created to bridge the gap between scientists, policymakers, practitioners, and the public to help communities mitigate and adapt to flooding risks. The Hub supports the ability of communities to prepare for, withstand, and rebound from flood events and other natural hazards. The USF team is also collaborating on BlueGAP, an NSF-funded project to co-design and build capacity within frontline communities to overcome economic and health challenges caused by nitrogen pollution. BlueGAP participates in direct community engagement and outreach in water-related issues, such as working to co-sponsor and provide personnel for the recent public screening and panel discussion of the documentary “Splash of Color: Getting Black in the Water,” a film about Black water advocates in Tampa Bay.

Other Collaborators. The Jacobs Public Interest Law Clinic for Democracy and Environment at Stetson University’s College of Law works to create and maintain thriving, healthy and resilient communities and the environment by pursuing and defending justice through advocacy focused on our most pressing issues. The clinic provides public interest services to the public, nonprofit organizations, and local governments, while offering the next generation of advocates opportunities to provide hands-on services, receive multidisciplinary education, and develop leadership skills. It provides litigation support, networking opportunities, and access to knowledge and resources. It seeks to recognize, deepen, and amplify the connections between diverse communities with the shared aim of securing healthy, just communities. The clinic provides Stetson’s law students a unique opportunity to learn about and practice movement lawyering, equipping the students with a comprehensive toolkit for client problem-solving. It has also provided legal aid to low-wealth neighborhoods struggling with industrial pollution, environmental and social justice organizations battling inadequate hazardous waste regulation, rural communities wishing to protect agricultural lands, and conservation organizations working to protect preserves and refuges. The clinic is providing in-kind services to identify non-structural risk reduction measures.

Local governments, including counties and municipalities, throughout the Tampa Bay region, have communicated the need for additional resources to support targeted adaptation and resilience measures, especially community engagement. These local governments will be key collaborators and partners throughout the project period. The need for a regional coastal master plan was first identified by local government staff, and they have contributed to this proposal’s development. As the primary end users of the Coastal Master Plan and implementers of the adaptation projects, local government staff will be integral to the planning process, especially project identification and evaluation. To the greatest extent possible, mapping efforts will leverage existing local data and other contextual information on flooding provided by staff, such as community flooding complaints. Active projects being planned by these governments will be evaluated for inclusion in the plan to align with current efforts and leverage existing resources. Staff from collaborating local governments will participate in the plan’s workgroups and various activities, and they will be encouraged to attend community meetings. The proposed training workshops will be tailored to both local government staff and community leaders to foster deeper relationships between them and to enhance their capacities to engage their respective communities for more impactful, holistic adaptation.

Nine community-based organizations have already committed to participating as collaborators or partners, and this number is expected to grow. These organizations include Florida Clinicians for Climate Action, Institute for Equitable Development, Inc., The Power of Help, Tampa Heights Junior Civic Council, Progress Village Civic Council, Inc., Alianza Center, Urban Progress Alliance, Inc., Enterprising Latinas, Inc., and the Dr. Walter L. Smith Library. A centralized community-based organization, to be determined, will be contracted to oversee the coordination and reimbursement of the other community organizations. All community-based organizations will be invited to join the Community Workgroup

(their participation at each meeting will be compensated), although all those who are interested may join the Advisory Team. These organizations will be essential liaisons for the community, and they will lead the coordination of the 12 local meetings (for which they will be compensated). Five additional environmental nonprofits are committed partners to the project, including Tampa Bay Watch, Tampa Bay Waterkeeper, and Ecosphere Restoration Institute, Inc., Gulf of Mexico Alliance, and The Water Institute. Through the workgroups and various community meetings, these organizations will support the collaboration and exchange of knowledge needed to pioneer and sustain this new cycle of adaptive flood management for Tampa Bay's coastal communities.

Other local, state, and federal agencies will participate as partners for the plan's development; therefore their representatives will attend the workgroups to inform the planning activities. The cooperation and regional collaboration of these agencies is critical to align resources, such as data and existing processes, therefore maximizing the potential for implementation. These agencies currently include the Southwest Florida Water Management District, MacDill Air Force Base, U.S. Fish and Wildlife Service, and U.S. Geological Survey. Additional efforts will be made to garner the support and expertise of other agencies when the project begins.

Sustaining Collaboration. This proposed first iteration of the Tampa Bay Coastal Master Plan will activate a structured and iterative planning process that will occur continuously over a five-year cycle to ensure sustained coordination, with a new edition of the Coastal Master Plan published at the end of each cycle. As a living document, the Coastal Master Plan will include recommendations and lessons learned for the next plan update. Between cycles the TBRPC will seek funding to support these activities and the participation of community members. The relationships fostered between collaborators, partners, and community members will be seeded with the first iteration of the plan, and subsequently nurtured through continued collaboration on other Tampa Bay Regional Planning Council projects and future plan updates. For example, the plan will forge deeper relationships between community-based organizations and local government staff. With every passing iteration, the relationship building between these entities will cultivate fruitful, symbiotic, and trusted partnerships. Since some of the final projects included in the plan may involve numerous municipalities or counties, they will be encouraged to continue collaborating as implementation efforts progress.

The proposed project includes two sets of workshops to train local organizations and municipal staff to communicate risk, listen to and integrate community concerns, and host deliberative discussions to collaboratively identify mutually beneficial solutions. These training workshops not only assist in informing the Coastal Master Plan, but they are also intended to enhance the capacity of participants, especially leaders of underserved communities and local government staff, to continue these crucial conversations about climate change, local risk, and equitable solutions long after the project is completed. Trained community leaders can sustain ongoing engagement efforts, ensuring that the community remains informed and involved over the long term. This sustainability is critical for adaptive management and resilience-building processes.

Communities can take advantage of the project collaborators' resources to catalyze project planning, funding identification, and grant writing. For example, NWF's Natural Infrastructure Center for Environmental Justice and Resilience (NICER) is a collaboration across the Federation's Environmental Justice, Climate, Coasts, and Regional Center teams to advance equitable and community-driven deployment of nature-based solutions around the nation, with a focus on underserved communities. The NICER also provides a forum for knowledge transfer and sharing of case studies and lessons learned within the Federation and affiliates network. Through NWF's collaboration throughout the coastal master planning process, local government staff working directly with communities to advance nature-based solutions will have access to a broader set of tools, expertise, and capacity to amplify successes or to seek advice as community needs adapt and evolve.

Engagement, Workforce Development, and Knowledge Transfer

Public Engagement. The main purpose for developing the Tampa Bay Coastal Master Plan is to provide guidance and support for local communities already facing challenges with flood risk. The inherent collaborative design of the plan's development process incorporates the input from a collective

network of community stakeholders and ensures that the communities' best interests are considered. Community engagement is paramount to the Tampa Bay Coastal Master Plan's overall development and implementation. Communities with actively engaged citizens are likely to be more resilient, more equitable, and more capable of making good decisions for their future (Ardoin 2023). By identifying and inviting community groups and organizations to be part of the Tampa Bay Coastal Master Plan process in its earliest stages, and by training community leaders to host and facilitate community discussions, this proposed project is integrating civic engagement into the fabric of the plan across the region in underserved communities from the bottom up and not the top down. This will foster trust and bring deeper connection and hands-on involvement for vulnerable communities to work directly on a coastal master plan that truly considers who is most likely to be impacted by the Master Plan. In this way, historically marginalized communities can become equals at the table and included in all levels of decision making.

The Tampa Bay Coastal Master Plan will form a representative Community Workgroup to engage, educate, support, and collaborate with local communities by means of training workshops, listening sessions, and deliberative discussions. The Community Workgroup will identify underserved communities, community-based organizations and leaders that are steeped in local needs and have the capacity to organize outreach and engagement in their neighborhoods. Identifying gaps and further developing these partnerships will be the first essential task of this planning grant. The Community Workgroup will use national environmental justice tools and engage local government staff, county extension offices, a variety of faith-based groups, neighborhood associations, community centers, social service agencies, non-governmental organizations, community development agencies, federally qualified health centers and others to identify community leaders and organizations in underserved areas with and without a history of civic engagement. Leaders from underserved communities will be invited to participate in the various project activities along with businesses, retirement communities, marinas, and other traditional stakeholders to ensure comprehensive and equitable outcomes. These leaders and organizations will be invited to join the project as collaborators or partners and participate in the Community Workgroup and the engagement and outreach process at a level they deem appropriate. Concurrent outreach efforts at existing community meetings will help inform public stakeholders of the planning process, the importance of adaptation efforts, and how to get involved. Continued, iterative engagement of the community and integration of their feedback at every stage of the plan's development will ensure the final plan reflects a regional vision and local voices often overlooked, elevating their agency and participation in decision making for their future.

Two sets of training workshops will be offered by the University of Florida's CIVIC team in Phases Two and Three to enhance the capacity of local governments and community-based organizations to continue engaging residents about flood risk and mitigation strategies. Community leaders, when trained, can convey complex information about flood risks and mitigation strategies in a way that is accessible and relevant to residents. Community leaders are trusted figures within their neighborhoods. When these leaders are knowledgeable about flood risks and mitigation, residents are more likely to trust the information and take it seriously. Furthermore, training community leaders encourages a sense of ownership over adaptation efforts. When leaders actively involve residents in the decision-making process, the community becomes more engaged and committed to implementing and sustaining flood reduction strategies.

Following the two types of workshops, community-based organizations will host six local community risk listening sessions and six deliberative discussions, respectively, where residents can share their knowledge and experiences with flooding as well as ideas for flood mitigation solutions. The project will provide honorariums for attendees, to ensure accessibility and inclusive participation. Mapping exercises will facilitate the identification of flood-prone areas, and candid conversations about flooding will help community leaders delve deeper into the unique concerns and needs regarding flood mitigation. Communities possess invaluable local knowledge about their areas, including historical flood patterns, vulnerable locations, and community-specific challenges. Directly engaging community members will tap into this expertise, ensuring that flood risk management strategies are informed by the people who

understand the local context best. Community leaders can leverage existing social networks to disseminate information and encourage collective action. Strengthening social ties within the community enhances its overall capacity to respond to flood risks, fostering a sense of unity and mutual support. To better support the engagement of stakeholders in developing the desired project outcomes, community-based organizations will be funded to participate in Workgroup meetings and coordinate their community risk listening sessions and project deliberative discussion meetings.

The community will also have a chance to provide feedback on the draft plan before it is finalized. Besides a public comment period, NWF will provide targeted community presentations as well as outreach to at least 50 stakeholders and collaborate with community-based organizations to garner input from historically marginalized communities. In addition, the Project Director and coordinator will provide presentations to any willing community or agency committees to solicit additional feedback.

Best Practices for Communicating Risk. The project's modeling efforts will produce probabilistic compound flood maps to better understand how the coastal landscape and risk will change over time, as well as which high-risk communities to engage. Although science can be used to communicate risk to some audiences, like researchers, science alone won't resonate with everyone. To effectively communicate risk, the Community Workgroup will first identify the diverse values and concerns of the various stakeholders to design a communication approach as part of the Outreach and Engagement Strategy. Ample representation from different stakeholder groups will ensure effective messaging for a variety of audiences. Community leaders who are trusted messengers will help to build rapport more quickly with audiences and more effectively deliver messages. As relationships are fostered, common jargon to communicate on personal experiences and exposure to flooding can occur. The Community Workgroup will seek technical assistance from NOAA staff and their existing resources to identify messaging that will resonate with the project's audiences and inspire action, which will be included in the training workshops, outreach efforts, and the final plan.

Community conversations about risk will focus on what people are observing in their neighborhoods to keep messaging local and the impacts personal and relatable. Establishing a two-way dialogue with community organizations on flood risks offers the opportunity to learn about their lived experiences and worldviews to create strategic communication plans that inspire stakeholder support and realistic action. Workshops will teach community leaders how to facilitate these important conversations and the ways to appropriately and clearly frame risk while listening to participant concerns. Discussions about the Coastal Master Plan and flood risk can be framed using messages that connect with audiences' core values, such as the need to be prepared, taking personal responsibility, stewardship, and working together as a community and region to reduce flood damage. For example, UCF can also provide flood maps of specific past events, with which communities can relate (e.g. they experienced that event), to produce event-based storylines as another option to better communicate flood risk (Sillmann 2021).

In addition to communicating risk, the project will help identify what can be done via specific projects to address said risk. In doing so, the project balances providing both information and actionable solutions to prevent invoking fear and anxiety. Pairing risk information with tangible ways people can respond is critical for successful adaptation. The two will go hand-in-hand in both sets of community meetings - the risk listening sessions will include time to propose solutions, and the deliberative discussions for project feedback will revisit risk to frame the need for each solution. The final plan and dashboard will similarly feature both current and future risks as future landscape changes as well as targeted solutions that demonstrate practical adaptation pathways. These resources will support informed decision making by all stakeholders who now have a better understanding of what is at risk and what they can do about it.

Knowledge Transfer. The Tampa Bay Coastal Master Plan entails a cross-jurisdictional development process that will facilitate knowledge transfer within and outside the Tampa Bay region to bolster coastal adaptation. Robust engagement efforts throughout will facilitate the co-production of knowledge with the community for a more inclusive integration of different knowledge types (scientific and local). For example, local knowledge and modeling efforts will have a mutually informative relationship. Recorded resident experience over known storm events will help validate the modeling

efforts, especially in areas lacking data. Likewise, outcomes of the modeling efforts, in the form of current and future flood map scenarios, will inform community members.

Prioritizing the accessibility of data and project concepts to the public through a variety of means, including reports, meetings, community events, maps, and a dashboard, ensures they will be both useful and usable long into the future. In recognition of the need to enhance the local capacities of knowledge transfer on these complex issues, the project's training workshops will focus on knowledge transfer, including that of risk and potential solutions. This includes creating safe spaces for knowledge exchange, learning how to facilitate listening sessions and deliberative discussions, and how to successfully communicate, distribute and integrate that knowledge for management.

To the greatest extent possible, the project will utilize open-source data and tools, so the plan is transparent and publicly accessible. All codes will be published to GitHub, helping to ensure their availability for future use, updates, and innovative research. Model code and tools can be adopted by local governments to guide adaptation decisions. The Tampa Bay Coastal Master Plan will be updated every five years to foster adaptive management. Therefore, the plan will be a living document, and each iteration will build upon the last. Subsequent editions of the plan will expand upon the models and decision-support tools with the latest research and newest technologies. As the first in the state of Florida, the Tampa Bay Coastal Master Plan will document and publish all technical and engagement methods to support replication outside of the region. As a result, other Regional Planning Councils and resilience entities will have a model to inform their own plan's development. Since full transparency and replicable methods will stimulate similar plans elsewhere, the Tampa Bay Coastal Master Plan can be a catalyst for coordinated adaptation across Florida and beyond.

Information Accessibility and Impact. Throughout the project, updates to the general public will be made available through stories published by the Tampa Bay Regional Planning Council's environmental news publication, Bay Soundings. In addition, Advisory Team members and participants in the Community Workgroup will be encouraged and supported to share information through their communication networks on websites, social media, newsletters, and other means. A media kit will be developed, including press releases, media graphics, biographies, talking points, contact information, and more. Once completed, the Coastal Master Plan will be communicated through a variety of channels, including presentations at regional meetings, traditional media outlets, amplified through social media, and community events. The TBRPC will offer presentations to community partners and meet with relevant local, regional, and state officials to ensure the plan and project team serve as a resource for future decision making. Upon publication, a final symposium event will be hosted to unveil the plan to the community, doubling as a press conference to generate media attention.

The Tampa Bay Coastal Master Plan will primarily be documented in two mediums - a final report and an interactive dashboard. The report is intended to provide a comprehensive overview of the plan's purpose, development, and findings. The report will include engaging graphics and summaries of the current and future flood risks faced by the region, as well as descriptions of the project concepts organized by county. An accompanying dashboard will facilitate information sharing by providing a more interactive, accessible platform for visualizing risk and proposed projects around the region. The dashboard will provide communities with a user-friendly tool to navigate the report's information. Compelling graphics and visualization will help to convey the proposed projects. The report and dashboard will be ADA compliant and made available in both English and Spanish to ensure equal access to all. Hard copies of the final report will be made available, and a digital copy, along with links to the dashboard and other resources, will be featured on its own webpage on the TBRPC website.

As the first comprehensive effort to fully model compound flooding across a multi-county region in Florida, the methods and means for completing a regional risk assessment can spur innovation in flood research and management. Since existing tools do not comprehensively assess compound flooding, this project will produce extensive flood maps that more accurately convey flood risk. As a result, communities in the Tampa Bay region will be better equipped to identify their actual flood risk and subsequently make mitigation decisions. Regional efforts to identify and evaluate risk reduction projects will position local governments to pursue funding on high-impact projects in coordination with one

another. As one of the most at-risk regions in the world for flood damage, the positive impact of this plan cannot be overstated.

Towards the end of the project, the workgroups will also identify potential funding sources and workforce development needs to support implementation. As the regional coastal concerns and adaptation projects are identified, some will likely herald significant change – change that may transform communities which will likely suggest the potential for new job creation and the need for workforce training. Project implementation can be a catalyst for new economic opportunities that support adaptation, further advancing the ability of the region’s people and places to thrive in the face of global climatic changes. Potential grant opportunities will be summarized in the plan as an additional resource for local governments to carry out their respective projects. The menu of diverse restoration, structural, and nonstructural risk reduction projects will help sustain adaptation efforts by providing numerous types of activities for asynchronous yet coordinated implementation.

Strategy for Advancing Equity and Support for Underserved Communities

Numerous coastal and inland households across the Tampa Bay region face both flood risk and other socio-economic stressors, such as low income and linguistic isolation, that compound their vulnerability. Many of these marginalized and underserved communities are typically excluded and/or underrepresented in decision making processes. Therefore, a vision of resilience guiding this project is one in which all affected communities will have opportunities, resources, and representation to support local and regional adaptation efforts. The proposed project includes collaborators and activities specific to enhancing equity and advancing benefits for marginalized, underserved, and underrepresented communities and tribes. The previous “Resilience Vision, Strategies, and Activities” section of the narrative provides additional detail about community engagement throughout the four phases of the project.

The inclusive planning process of the Tampa Bay Coastal Master Plan will reach beyond governmental partners, a common barrier for large-scale planning efforts, to deeply engage and empower underserved communities, ensuring the project and its outcomes equitably reflect the interests, values, and priorities of all residents. Equitable community engagement involves participatory approaches and activities that prioritize input from all stakeholders, particularly those disproportionately affected by flooding. The plan will deploy a set of strategies for engaging in a way that will empower people to make a difference in their community and develop the knowledge, skills, and motivations to continue advancing adaptation efforts. These strategies include:

- **Capacity Building:** Providing training workshops and resources to community members to enhance their understanding of flood risks, mitigation strategies, and decision-making processes. Empowering residents and community leaders with knowledge and skills enables them to actively participate in developing and implementing flood resilience initiatives.
- **Transparent Decision Making:** Establishing clear mechanisms for sharing information, soliciting feedback, and selecting projects openly and transparently. This fosters trust and accountability within the community and ensures that all stakeholders have a voice in the decision-making process.
- **Place-Based Solutions:** Every community is unique, with diverse geographical, social, and economic characteristics. Engagement allows for the development of tailored flood risk management strategies that consider the specific needs and vulnerabilities of each community. The identification of individual place-based projects, and the inclusion of local input, will help to avoid maladaptive actions that would lead to increased vulnerabilities and disparities in underserved communities by engaging them early in the process.

Engagement has already begun during this proposal’s development, and the project has gained substantial momentum which will progress even further once awarded funding. Several community-based organizations are already committed as project collaborators and efforts will be made to engage others for a geographic and equitable balance of representation. Non-profit organizations representing underserved communities will be prioritized for inclusion in the project. In addition, the project team will seek out minority-serving institutions, such as HBCUs, as partners or collaborators. Federal tribes that have historical connections to the area, including the Miccosukee Tribe, Seminole Tribe of Florida, and

Muscogee (Creek) Nation have been invited to participate in the planning activities, and additional attempts will be made upon project commencement.

Since most agency representatives participating in the project will be compensated for their time, under-resourced community-based organizations representing underserved areas should be too. The budget includes funding to contract a local community-based organization “Liaison” to coordinate and distribute funding to 15 community-based organizations for their participation in workgroup meetings and hosting respective community meetings. In addition, honorariums will be provided for community members to attend said community meetings. Organizations serving underrepresented communities will be compensated for their involvement and time, and they will each determine how to best use funds for the most effective outcomes in their community. For example, to compensate those who facilitate meetings or to provide transportation and a meal for those who attend the meeting.

Staff working on this project will be dedicated to continuing cultivating relationships with community leaders to foster deep engagement in governance. Relationship-building will engage diverse community leaders, such as faith-based leaders and community champions. Community leaders representing underserved areas will participate in Workgroup meetings and training workshops with local government staff and elected officials, facilitated by team-building activities, to nourish connections among them that can be sustained after the project ends. To ensure transparency and engagement, the contracted Community Workgroup Liaison will deepen trust communicating between the Advisory Council and community-based organizations and leaders. This will enable leaders to pursue future community concerns that may arise from facilitated discussions that are outside the scope of this plan for coastal resilience, such as rising temperatures and public health.

Project activities are designed to maintain a focus on underserved communities and will assess equity impacts to ensure benefits are directed to those people and places most vulnerable to flood impacts, allowing for any necessary adjustments in strategies to avoid unintended disparities. Underserved and marginalized communities will be identified and prioritized in the risk assessment to identify locations for projects that maximize the equitable flow of benefits so they will have new adaptation resources and be better positioned to secure funding and receive large-scale risk reduction projects. For example, identified communities within each county at risk of flooding in 30 years, and with more than two socioeconomic risk factors according to the Climate and Economic Justice Screening Tool, include but are not limited to: Point Ogden (Manatee County), Salt Creek (Pinellas County), Progress Village (Hillsborough County), Sea Pines (Pasco County), Chassahowitzka Swamp (Hernando County), Homosassa Springs (Citrus County). Progress Village Civic Council, Inc. is already a project collaborator engaging with Hillsborough County’s first African American suburb. This community list will be expanded upon, and stakeholders will be included meaningfully at every phase of the project to guide decision making and maximize benefits in accordance with the Justice40 Initiative.

Furthermore, the project identification phase will feature an evaluation matrix of ranked criteria to screen and prioritize projects for inclusion in the final plan. Key social and ecological criteria will be assigned relative weightings informed by the workgroups such that the plan reflects accessibility and community equity. As a result, projects that reach more underserved communities will be prioritized higher. The advantage of the Coastal Master Plan’s adaptive management cycle is that each activity phase can be flexibly tailored to serve the community needs and goals set forth at the onset of the project, and lessons learned can be reflected in future iterations.

Evaluation

The Tampa Bay Coastal Master Plan features numerous activities that can be tracked through quantitative and qualitative measures to better understand the project’s success in achieving the desired outcomes. The Advisory Team will serve to ensure milestones, such as developing specific facilitation skill sets, are met. All contracts and subawards will report to the TBRPC quarterly to ensure progress; a standardized progress template will be used.

Community Engagement and Training Workshops. All community outreach tasks, workshops, and community meetings will produce recorded data. The evaluation of community engagement and satisfaction with the process and plan will be monitored by the Community Workgroup.

Within the Outreach and Engagement Strategy, the Community Workgroup will identify clear measures of success for the community engagement activities. Both quantitative and qualitative measures can be used for evaluating public participation. For example, measures may include the number of attendees, the number of active Community Workgroup members, the number of comments and content of feedback, and the number of recurring participants in community meetings. Pre- and post-surveys can be administered before and after the two sets of workshops to evaluate the success of learning outcomes. CIVIC has an online evaluation instrument that is used to determine whether deliberative dialogue participants 1) increased their knowledge of the issue, 2) heard other perspectives related to the issue, and 3) plan to take some action to address the issue (Monroe and Seals 2023).

Mapping Efforts. Specific metrics to assess the model's performance will compare the model-calculated water level along the coast to levels previously recorded by the tide gauges or high water marks. Community stakeholder input can also provide information on past flood events where historic data is lacking, especially in underserved areas. Independent review from NOAA Technical Assistance will verify the quality of the modeling framework and output. Review and comments will be assessed when possible, prior to the creation of the final report. Broader considerations will be noted in reporting documentations and considered upon the next iteration of the Coastal Master Plan.

Project Identification. The number of projects submitted and evaluated through the project identification phase provides a quantitative measure for tracking input. The feedback received on project concepts through community meetings will be a helpful indicator of public support. Feedback will be integrated into the final project concepts for further refinement and prioritization, ensuring the final projects reflect community input.

Project Publication and Beyond. The planning process will be documented in the final plan report, including lessons learned, which if then successfully implemented in the next iteration of the plan, will provide another measure of success in adaptive management. Following the report's publication, the TBRPC will prioritize assessing the level of community support for the plan through surveys, feedback sessions, and participation in ongoing resilience planning activities. High levels of engagement and support indicate successful outreach and communication efforts. The TBRPC will track the number of dashboard views and the average length of viewing sessions, in addition to the number of final reports handed out to communities. Email campaigns via Constant Contact will report the number of viewers and clicks received, which further quantifies the plan's reach.

To monitor the Coastal Master Plan's long-term effectiveness, the TBRPC will track the regional progress toward implementing the prioritized adaptation projects outlined in the master plan. This could include the completion of infrastructure projects, the adoption of policy recommendations, and the allocation of resources. Subsequent iterations of the Coastal Master Plan will include case studies of successful implementation actions resulting from the plan. The case studies will provide in-depth analysis of the projects with measured socio-economic and environmental benefits resulting from implementation. The measured values of these projects will not only evaluate their overall net-positive outcomes but will also provide a tangible precedent for other communities considering similar future projects.

Additionally, the TBRPC will monitor long term reduction in risk and vulnerability using the compound flood risk maps mentioned in the plan, comparing pre-implementation risk levels with post-implementation outcomes. The TBRPC will also monitor the extent to which the prioritized adaptation projects provide co-benefits to the region's most climate-vulnerable communities and ecosystems through improvements in public health, economic stability, biodiversity, and social equity data metrics. The various project deliverables will also serve as milestones to track progress and ensure success in completing the activities. The deliverables are summarized in the Appendix – Scope of Work Summary Table.

NOAA Technical Assistance

NOAA technical assistance could provide valuable support from the early stages of the project and beyond. The Advisory Team would take advantage of NOAA's regional contacts to supplement the stakeholder list, especially in underserved communities. The Technical Workgroup may also benefit from connecting with a compound flooding subject matter expert(s) to potentially serve on the Technical Workgroup, facilitate novel exchange of ideas or approaches, and/or provide useful review of the modeling methods and framework as described in the Technical Strategy. Assistance could be provided to further support and access relevant climate, geospatial, and socioeconomic datasets and modeling tools to be employed during the compound flood modeling efforts.

The Coastal Master Plan will benefit from NOAA for applying climate, geospatial, and socioeconomic data and tools, acquiring geospatial data or services, and assistance interpreting and integrating results from data analyses or modeling. Once all flood and socioeconomic maps are developed, providing assistance to interpret and integrate results from these efforts into a singular integrated flood risk assessment will be beneficial to facilitate the identification of ideal project site locations. The initial project concepts will then be refined through a quantitative project evaluation matrix. These metrics will be identified based upon priorities assessed from community feedback in combination with other appropriate hydrologic and ecological factors. NOAA technical assistance could support the identification and weighting metrics to be incorporated into the quantitative evaluation matrix for project concept evaluation.

The TBRPC has previous experience partnering with NOAA to host a climate risk communication workshop for local government and other agency staff. NOAA's assistance and staff facilitation during the proposed training workshops will connect attendees with valuable risk communication resources and expertise co-producing adaptation solutions with underserved communities. NOAA's Digital Coast will be leveraged as another tool to support community conversations about flood risk and management solutions.

Upon completion of the Master Plan, NOAA's resources and outlets will help to further disseminate lessons learned and approaches taken by collaboratives. Broadcasting the project outcomes and summary would promote further adoption of the Coastal Master Plan framework throughout the Gulf of Mexico and thereby encourage a comprehensive effort toward strengthening coastal resiliency. In this way, advertisement of the final project list and interactive dashboard will expand the impact of investments among and beyond the resilience challenge awards.

There is interest in hosting a fellow for the duration of the period of performance. Primary oversight would be provided by the Project Manager, and mentorship would be provided by a Project Coordinator. It would be expected that the fellow would participate on the Advisory Team and aid in coordinating workgroup meetings. The focus of their work would be adaptive to the fellow's skills and interest to maximize their reach. Flexible pathways exist both in the Community and Technical Workgroup. For example, in the Community Workgroup a fellow could assist facilitation of community leader training and synthesis of listening session data. While in the Technical Workgroup, a fellow would gain firsthand experience on the development process for an open-source compound flooding model configuration, hone GIS skills to refine large-scale map outputs at the county-level, and cultivate communication of technical information to a wide audience. Regardless of their path, a fellow would walk away with a better understanding of coastal management from a holistic perspective (e.g. science, policy, public), gain experience with interdisciplinary collaboration with stakeholders convened from diverse backgrounds, and develop project management skills that would be applicable to future career prospects.

2024 BOARD OF COMMISSIONERS MEETING SCHEDULE**Patricia Shontz Commission Chambers – City Hall, 300 Municipal Drive, Madeira Beach, FL****“All meetings & Events listed are in the Commission Chambers.”****“Meetings, dates & times are subject to change.”**

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TIME</u>
Wednesday, June 12, 2024	BOC Regular Meeting	6:00 p.m.
Thursday, June 13, 2024	Parliamentary Training <i>(Mark Moriarty, Assistant City Attorney, City of Cape Coral)</i>	1:00 p.m. – 2:30 p.m.
Wednesday, June 26, 2024	BOC Budget Workshop Meeting	4:00 p.m.
Wednesday, June 26, 2024	BOC Regular Workshop Meeting	6:00 p.m.
Thursday, July 4, 2024	INDEPENDENCE DAY – City Holiday	
Wednesday, July 10, 2024	BOC Regular Meeting	6:00 p.m.
Wednesday, July 17, 2024	State-Mandated Continuing Education in Ethics Live Webinar <i>(Commission Chambers or Register Individually)</i>	10:00 a.m. – 3:30 p.m.
Wednesday, July 24, 2024	BOC Budget Workshop Meeting	4:00 p.m.
Wednesday, July 24, 2024	BOC Regular Workshop Meeting	6:00 p.m.
Wednesday, August 14, 2024	BOC Regular Meeting	6:00 p.m.
Wednesday, August 28, 2024	BOC Budget Workshop Meeting	4:00 p.m.
Wednesday, August 28, 2024	BOC Regular Workshop Meeting	6:00 p.m.
Monday, September 2, 2024	LABOR DAY – City Holiday	
Wednesday, September 11, 2024	BOC Special Meeting <i>(1st Reading & PH – Approve FY 2025 Tentative Millage Rate Ordinance & FY 2025 Tentative Budget Ordinance)</i>	5:45 p.m.
Wednesday, September 11, 2024	BOC Regular Meeting	6:00 p.m.
Monday, September 30, 2024	BOC Special Meeting <i>(2nd Reading & PH – Adopt FY 2025 Millage Rate Ordinance & FY 2025 Budget Ordinance)</i>	5:45 p.m.
Monday, September 30, 2024	BOC Regular Workshop Meeting	6:00 p.m.
Monday, October 14, 2024	BOC Regular Meeting	6:00 p.m.
Wednesday, October 23, 2024	BOC Regular Workshop Meeting	6:00 p.m.
Monday, November 11, 2024	VETERANS DAY OBSERVED – City Holiday	

Wednesday, November 13, 2024 Wednesday, November 13, 2024	BOC Regular Meeting BOC Regular Workshop Meeting <i>(date & time changed due to Thanksgiving Holidays)</i>	2:00 p.m. 4:00 p.m.
Thursday, November 28, 2024 Friday, November 29, 2024	THANKSGIVING DAY – City Holiday DAY AFTER THANKSGIVING DAY – City Holiday	
Candidate Qualifying Period	NOON, Monday, December 2, 2024 through NOON, Friday, December 13, 2024, excluding weekends. <i>(Commissioner District 3 and Commissioner District 4) - March 11, 2025 – Municipal Election –</i> BALLOT LANGUAGE DUE December 31, 2024)	
Wednesday, December 11, 2024 Wednesday, December 11, 2024	BOC Regular Meeting BOC Regular Workshop Meeting) <i>(date changed due to Christmas and New Year’s holidays)</i>	2:00 p.m. 4:00 p.m.
Tuesday, December 24, 2024 Wednesday, December 25, 2024	CHRISTMAS EVE – City Holiday CHRISTMAS DAY – City Holiday	
Tuesday, December 31, 2024 Wednesday, January 1, 2025	NEW YEAR’S EVE - City Holiday NEW YEAR’S DAY – City Holiday	

CITY CLERK'S REPORT JUNE 2024

Commission Chambers, 300 Municipal Drive, Madeira Beach, FL 33708

Regularly scheduled meetings are held (Dates and Times subject to change):

Regular Meeting	2 nd Wednesday @ 6 p.m.
Budget Workshop Meeting	4 th Wednesday @ 4 p.m. (April through August)
Regular Workshop Meeting	4 th Wednesday @ 6 p.m.

Meeting dates and times are subject to change.

ATTACHMENTS:

- **HISTORY: HOW SNUG HABOUR GOT ITS NAME**
- **BOARD MEMBER VACANCY ANNOUNCEMENT** – Civil Service Commission
Vacancy Advertisement
- **2024 BOARD OF COMMISSIONERS MEETINGS SUMMARY** – Summary through
January - MAY 2024
- **OPEN DISCUSSION ITEMS** – List provided by Vice Mayor Kerr on January 12, 2024.
The City Manager added these items to his list of pending items for future workshop
discussions. Updates provided.
- **FLORIDA COMMISSION ON ETHICS – ELECTRONIC FINANCIAL
DISCLOSURE MANAGEMENT SYSTEM**
<https://disclosure.floridaethics.gov/Account/Login>

September 6, 2001

Sharon Derry
Board of Adjustment, City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

Dear Ms. Derry:

At the September 5 Board of Adjustment meeting you wondered why we chose to name the project on 150th Avenue Snug Harbour and I would like to briefly explain.

My husband's best friend and former business partner just died in July after a long battle with cancer. We owned a vacation home with their family for many years called Sung Harbour (British spelling) and we have many happy memories of the home and our friends. My husband and friend were in the construction business and we thought naming the Madeira Beach project Snug Harbour would be a fitting tribute to his memory.

We are aware Snug Harbor (body of water) is nearby and hope this will not cause confusion.

Sincerely,



Ellen Schwandt
Discovery Leasing and Management
One 23rd Avenue
Indian Rocks Beach, FL 33785

9/10/01 cc: BA Members

CITY OF MADEIRA BEACH

PUBLIC NOTICE

BOARD MEMBER VACANCY ANNOUNCEMENT

The City of Madeira Beach is seeking applications to fill an expired term on the Civil Service Commission. The new term expires on October 30, 2026.

- Civil Service Commission – 5-member board – regular meetings held quarterly. Additional meetings are held for special projects and employee grievance/appeal hearings. Dates and times vary.
- Members must be a City of Madeira Beach citizen and eligible to vote in the City elections.
- Appointments are made consistent with the Charter based on demonstrated experience or interest in the subject matter.

For additional information, please contact City Clerk Clara VanBlargan at 727-391-9951, ext. 231 or 232; cvanblargan@madeirabeachfl.gov

Boards, Commissions, and Committees are a valuable part of the local government process. The members are volunteers and provide a great service to the City and to the community. Duties and responsibilities include assisting in reviewing the City's policies and procedures, Code of Ordinances, and the City Charter, and making recommendations to the Board of Commissioners.

Members of the Civil Service Commission serve without compensation but may be reimbursed for training, travel, mileage, and per diem expenses provided by law.

Interested persons must submit an application to the City Clerk no later than Tuesday, July 2, 2024 to be considered for appointment at the 6:00 p.m., Wednesday, July 10, 2024, Board of Commissioners Regular Meeting located in the Commission Chambers, 300 Municipal Drive, Madeira Beach, FL 33708.

Applications may also be obtained at City Hall, downloaded on the City's website at <https://madeirabeachfl.gov/advisory-boards/> or obtained from the City Clerk.

Submit completed and signed applications to:

City Clerk
 City of Madeira Beach
 300 Municipal Drive
 Madeira Beach, FL 33708
cvanblargan@madeirabeachfl.gov
 727-391-9951, ext. 231 or 232



CITY OF MADEIRA BEACH, FLORIDA

300 MUNICIPAL DRIVE, MADEIRA BEACH FL 33708

CITY CLERK'S OFFICE

TELEPHONE: 727-391-9951, EXT 231 or 232

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

Please indicate your preference of board or commission:

- ☐ Civil Service Commission
☐ Gulf Beaches Public Library Board
☐ Planning Commission
☐ Other _____

Are you a Madeira Beach Resident?

☐ Yes ☐ No

Are you an elector (qualified voter) of the City of Madeira Beach?

☐ Yes ☐ No

Are you related to a City of Madeira Beach employee or elected official? If yes, please state the name of employee or elected official and relationship:

☐ Yes ☐ No

Name: _____

Relationship: _____

Are you available for:

Daytime meetings

☐ Yes ☐ No

Evening meetings

☐ Yes ☐ No

Why would you like to be considered as a candidate for service on this Board?

Name: _____ Phone: _____

Address: _____

E-Mail: _____

Present Occupation: _____

If retired, what was your last occupation? _____

Please list any experience, special education, skills or talents that would be beneficial to the appointment you are seeking: _____

Educational Background:

Experience:

In compliance with Section 760.80, Florida Statutes, the City of Madeira Beach is required to report annually to the Secretary of State the number of minority and non-minority and the number of physically disabled appointments to a board, committee, or commission.

GENDER ☐ Male ☐ Female

PHYSICALLY DISABLED ☐ Yes ☐ No

RACE ☐ African-American

☐ Native-American

☐ Asian-American

☐ Caucasian

☐ Hispanic-American

Should I be appointed to serve on a board or committee, I agree to comply with the State of Florida's Sunshine Laws, Public Record Laws and the Code of Ethics for Public Officers, and will uphold the City's Charter and Code of Ordinances. I understand that I will have to take an Oath of Office should I be appointed to a quasi-judicial board. I understand that if I am appointed to the Planning Commission I will be required to file a Form 1 – Limited Financial Disclosure form.

Signature

Date

Interested persons must submit an application to the City Clerk to be considered for appointment by the Board of Commissioners. Appointments will be made only when there are vacancies or expiring terms.

Applications may also be obtained at City Hall, downloaded on the City's website at <https://madeirabeachfl.gov/advisory-boards/> or obtained from the City Clerk.

Submit completed and signed applications to:

City Clerk
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708
cvanblargan@madeirabeachfl.gov
727-391-9951, ext. 231

2024 BOARD OF COMMISSIONERS MEETINGS - ACTION SUMMARY (January 2024 – May 2024)

BOARD OF COMMISSIONERS ATTENDANCE

- January 10, 2024, BOC Regular Meeting – All present
- January 24, 2024, BOC Regular Workshop – All present
- February 14, 2024, BOC Regular Meeting – All present
- February 28, 2024, BOC Special Meeting - All present
- February 28, 2024, BOC Regular Workshop - All present
- March 13, 2024, BOC Regular Meeting – All present
- March 27, 2024, BOC Special Meeting – Mayor absent
- March 27, 2024, BOC Regular Workshop – Mayor absent
- April 10, 2024, BOC Regular Meeting – All present
- April 24, 2024, BOC Budget Workshop – Vice Mayor Brooks and Commissioner Tagliarini absent
- April 24, 2024, BOC Regular Workshop – Vice Mayor Brooks absent
- May 8, 2024, BOC Regular Meeting – All present
- May 22, 2024, BOC Budget Workshop- Commissioner Tagliarini absent
- May 22, 2024, BOC Regular Workshop – All present

PRESENTATIONS

January 10, 2024, BOC Regular Meeting

- Gulf Beaches Public Library Board Update & Upcoming Special Events – Helen Price, Library Board Trustee

January 24, 2024, BOC Regular Workshop Meeting

- Introduction of New Hires in the Fire Department
- Fire Crew of the Year, 2024
- Fire Inspector Reclassification to Fire Marshal
- Fire Lieutenant Promotion
- Brian Lowack, President/CEO, Visit St. Pete/Clearwater

February 14, 2024, BOC Regular Meeting

- Gulf Beaches Rotary Contribution – Presented by members of the Gulf Beaches Rotary Club

March 13, 2024, BOC Regular Meeting

- TI/MB Chamber of Commerce 2023 Community Partner of the Year

April 10, 2024, BOC Regular Meeting

- FY 2023 Annual Comprehensive Financial Report (ACFR) – Zach Chalifour, Partner with James & Co., P. L.

PROCLAMATIONS

January 10, 2024, BOC Regular Meeting

- Certified Registered Nurse Anesthetist Week; January 21-27-2024

May 8, 2024, BOC Regular Meeting

- Proclamation: National Safe Boating Week; May 18 – 24, 2024
- Proclamation: 55th Annual Municipal Clerks Week; May 5 – 11, 2024
- Proclamation: National Public Works Week; May 19 – 25, 2024

BOARD OF COMMISSIONERS MEETING MINUTESJanuary 10, 2024, BOC Regular Meeting

- 2023-12-13, BOC Regular Meeting Minutes – *Approved 5-0*

February 14, 2024, BOC Regular Meeting

- 2024-01-10, BOC Regular Meeting Minutes – *Approved 5-0*
- 2024-01-24, BOC Regular Workshop Meeting Minutes – *Approved 5-0*

March 13, 2024, BOC Regular Meeting

- 2024-02-14, BOC Regular Meeting Minutes – *Approved 5-0*
- 2024-02-28, BOC Special Meeting Minutes – *Approved 5-0*
- 2024-02-28, BOC Regular Workshop Meeting Minutes – *Approved 5-0*

April 10, 2024, BOC Regular Meeting

- 2024-03-13, BOC Regular Meeting Minutes – *Approved 5-0*
- 2024-03-27, BOC Special Meeting Minutes – *Approved 5-0*
- 2024-03-27, BOC Regular Workshop Meeting Minutes – *Approved 5-0*

May 8, 2024, BOC Regular Meeting

- 2024-04-10, BOC Regular Meeting Minutes – *Approved 5-0*
- 2024-04-24, BOC Budget Workshop Meeting Minutes – *Approved 5-0*
- 2024-04-24, BOC Regular Workshop Meeting Minutes – *Approved 5-0*

PUBLIC HEARINGS – ORDINANCESJanuary 10, 2024, BOC Regular Meeting

- Ordinance 2023-21, Dune Protection and Beach Debris – 2nd Reading and Public Hearing – *Approved 5-0*
- Ordinance 2023-33, Amendment to Capital Improvement Element of the Comprehensive Plan – 2nd Reading & Public Hearing – *Approved 5-0*
- Ordinance 2024-01, Calling the March 19, 2024 Municipal Election – 1st Reading & Public Hearing – *Approved 5-0*

February 14, 2024, BOC Regular Meeting

- Ordinance 2024-01, Calling the March 19, 2024 Municipal Election – 2nd Reading & Public Hearing – *Approved 5-0*
- Ordinance 2024-03, An ordinance adopting a code provision regarding parking meter

overtime and failure to pay provisions - 1st Reading & Public Hearing – *Approved 5-0*

March 13, 2024, BOC Regular Meeting

- Ordinance 2023-01, John's Pass Village Activity Center Plan – 2nd Reading and Public Hearing – The vote amended Ordinance 2023-01 to lower the bonus maximum in the Commercial Core from 100 to 87 UPA and the John's Pass Resort from 100 to 75 UPA - *Approved amendment 4-1 (Mayor against)*
- Ordinance 2023-02, Amending FLUM to add John's Pass Village Activity Center – 2nd Reading and Public Hearing – *Approved 4-1 (Mayor against)*
- Ordinance 2024-02, Open Accessory Structures – 1st Reading & Public Hearing – *postponed 1st Reading and Public Hearing of Ordinance 2024-02 to the April 10, 2024, BOC regular meeting and discuss it at the March 27, 2024, BOC workshop meeting.*
- Ordinance 2024-03, An Ordinance adopting a code provision regarding parking meter overtime and failure to pay provisions – 2nd Reading and Public Hearing – *Approved 5-0*

April 10, 2024, BOC Regular Meeting

- Ordinance 2024-04, Amendment to Code - Special Magistrate Code – Code Enforcement – 1st Reading & Public Hearing – *Approved 5-0*
- Ordinance 2024-06, Amendment to Code - Special Magistrate – Compensation – 1st Reading & Public Hearing – *Approved 5-0*
- Ordinance 2024-05, Amendment to Fees & Collections Procedure Manual – 1st Reading & Public Hearing – *Approved 5-0*

May 8, 2024, BOC Regular Meeting

- Ordinance 2024-04, Special Magistrate – Code Enforcement – 2nd Reading and Public Hearing - *Approved 5-0*
- Ordinance 2024-06, Special Magistrate Compensation – 2nd Reading and Public Hearing – *Approved 5-0*
- Ordinance 2024-05, Fees & Collection Procedures Manual FY 2024 Update – 2nd Reading & Public Hearing – *Approved 5-0*
- Ordinance 2024-02 Open Accessory Structures – 1st Reading and Public Hearing – *Approved 5-0*

PUBLIC HEARINGS – ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

February 14, 2024, BOC Regular Meeting

- (2COP) Alcoholic Beverage License Application# 2024-01 Osaka Japanese and Thai Restaurant of Madeira Beach – *Approved 5-0*

April 10, 2024, BOC Regular Meeting

- ABP 2024-02 Dockside Dave's Restaurant – *Approved 5-0*

May 8, 2024, BOC Regular Meeting

- ABP 2024-03 Sip & Scoop – *Approved 5-0 with the condition that a bike rack with at least three stalls be added on the premises*

CONTRACTS/AGREEMENTS

January 10, 2024, BOC Regular Meeting

- FY'24 Capital Garbage Truck Lease Approval – *Approved 4-1 (Vice Mayor Kerr against)*
- RFP# 2023-09, Patriot Park Dock Replacement Bid Acceptance and Approval – *Approved 5-0*

February 14, 2024, BOC Regular Meeting

- Field Internship Agreement with SPC – *Approved 5-0*
- RFP 2023-11, Digital Information Sign Purchase – *Approved 5-0*
- Purchase 2023 Chevy Silverado 5500 Regular Cab 2WD – *Approved 5-0*
- Fireworks Agreement – *Approved 5-0*

March 13, 2024, BOC Regular Meeting

- Code Enforcement/Satellite Office – *Motioned to allow staff to negotiate an agreement with Mali Corp. to construct the code enforcement office space – Approved 5-0*
- Approve Agreement with Network People for Security Focused Information Technology Support and Consulting Services - *Approved 5-0*
- RFQ 23-12, Planning Services to Create and Implement a New City Master Plan – *Motioned to proceed with Kimley-Horn for RFQ 23-12, Planning Services to create and implement a New City Master Plan Approved 5-0*
- ADA Bus Purchase – *Approved 5-0*
- Easement Agreement for Condo A Company, LLC – *Approved 5-0*

April 10, 2024, BOC Regular Meeting

- Code Enforcement/Satellite Office – *Item moved to the May 8, 2024 BOC Regular Meeting*
- RFQ 23-12, Planning Services to Create and Implement a New City Master Plan – *Motioned to approve the Consulting and Design Services Agreement and the Scope of Services with Kimley-Horn for RFQ 23-12 - Approved 5-0*
- ITB 2023-14 Coastal Groin Restoration Approval - *Motioned to approve contract with Speeler Co. to complete the Coastal Groin Restoration Project – Approved 5-0*
- Approval to surplus of #33 (2016 Peterbuilt rear load packer), #37 (2017 Peterbuilt rear load packer), and trade in #23 (2023 Kenworth T880 with a 32 CY rear load packer) and purchase a 2024 truck (Battle Motor with a Pac tech body) – *Approved 5-0*
- Engagement Letter for Magistrate Services with Bart Valdes (current Special Magistrate) for a term of one year – *Approved 5-0*

May 8, 2024, BOC Regular Meeting

- Redington EMS Station Funding Agreement – *Approved 5-0*
- Approve Agreement with Mali Contracting Corp. to construct Code Enforcement/Satellite Office – *Approved 5-0*

RESOLUTIONSMarch 13, 2024, BOC Regular Meeting

- Resolution 2024-01, 2023 Statewide Mutual Aid Agreement – *Approved 5-0*

April 10, 2024, BOC Regular Meeting

- Resolution 2024-02, Board of Commissioners Policy Handbook – *Approved 3-2, excluding rotation of roll call votes (Vice Mayor Brooks and Commissioner Tagliarini against)*

May 8, 2024, BOC Regular Meeting

- Resolution 2024-03, FY 2024 Budget Amendment #2 – *Approved 5-0*

REPORTS/CORRESPONDENCE – ELECTED OFFICIALS & CHARTER OFFICERSJanuary 10, 2024, BOC Regular Meeting

- City Clerk Report – January 2024

February 14, 2024, BOC Regular Meeting

- City Attorney – Updates: Schooner Litigation (Burke versus the City of Madeira Beach); William Gay versus Hendricks, Andrews, Hodges, and Price; and Fire Station Litigation
- City Clerk's Report – February 2024
- City Manager's Report – December 2023 and January 2024

March 13, 2024, BOC Regular Meeting

- City Clerk's Report – March 2024
- City Manager's Report – February 2024

April 10, 2024, BOC Regular Meeting

- City Attorney – Reminded the Board that he issued two memos this month. One on the end of the legislative session and the other related to a Supreme Court case about the use of social media
- City Clerk's Report – April 2024
- City Manager – reminded everyone of upcoming events

May 8, 2024, BOC Regular Meeting

- Board of Commissioners – 2024 BOC Meeting Calendar - The September 25, 2024, BOC Special Meeting was changed to Monday, September 30, 2024, at 5:45 p.m. for the 2nd Reading and Public Hearing to adopt the FY 2025 Millage Rate and Budget Ordinances. The Regular Workshop would be at 6:00 p.m. the same day. The October 9, 2024, Regular Meeting was changed to Monday, October 14, 2024, at 6:00 p.m. Commissioner Tagliarini said he did not have his work schedule but will give plenty of notice of any changes.
- City Clerk's Report – May 2024
- The City Manager reminded everyone that the next Budget Workshop meeting will be on Wednesday, May 22, 2024, at 4:00 p.m., followed by the BOC Regular Workshop meeting at 6:00 p.m. He reported there will be a beach cleanup with the Trash Turtles on May 18, 2024, from 7:30 a.m. until 10:30 a.m. at Archibald Park, followed by a life vest giveaway from 10:00 a.m. until noon. The Beach Groin project began Monday, May 13th. The Clearwater Marine Aquarium is ensuring the turtle nests will not be disturbed. Mayor Rostek asked for more participation in the Trash Pirates cleanups.

WORKSHOP AGENDA SETTING FOR UPCOMING WORKSHOP

January 10, 2024, BOC Regular Meeting (January 24, 2024, BOC Regular Workshop)

- Live-aboards Boats Anchoring
- Update on Stuart Park Resident Parking
- Update on Fitness Center
- JPV Zoning

February 14, 2024, BOC Regular Meeting (February 28, 2024, BOC Regular Workshop)

- Purchase Kubota Mini Excavator
- City Hall Satellite Office
- RFI 2023-14 Coastal Groin Restoration bid discussion
- JPV Activity Center and Zoning
- TBBCC Check Presentation
- Master Plan
- Roles and Responsibilities as Commission Members

March 13, 2024, BOC Regular Meeting (March 27, 2024, BOC Regular Workshop)

- JPV Zoning
- CRS and LMS
- Master Plan
- Board of Commissioners Policy Handbook – Review for changes
- RFP 2024-02 City Facility Cleaning Services bid discussion
- RFP 2023-14 Coastal Groin Restoration bid discussion
- Residential Parking discussion
- Ordinance 2024-02, Open Accessory Structures
- Ordinance 2024-04, Special Magistrate Provisions Relating to Code Enforcement
- Ordinance 2024-06, Special Magistrate Provisions Relating to Variances and Special Exceptions
- Special Magistrate Agreement Approval
- Ordinance 2024-05, Amend Fees and Collections Procedure Manual
- Bicentennial Park

April 10, 2024, BOC Regular Meeting (April 24, 2024, BOC Regular Workshop)

- Ordinance 2024-02 Accessory Structures
- Bicentennial Park Usage
- Residential Parking
- Beach Chairs/Umbrellas on Sand in front of Caddy's Restaurant
- Redington Beaches EMS Station Funding Agreement
- Updates to Fence Code G. John's Pass Village Zoning
- Additional Homestead Rights
- City Marina Development

May 8, 2024, BOC Regular Meeting (May 22, 2024, BOC Regular Meeting)

- City Manager's Employment Agreement – 2nd Amendment
- John's Pass Village Zoning

- Parking Garage Update
- Bicentennial Park
- Beach Chairs/Umbrellas on Sand in front of Caddy's Restaurant
- FY 2025 Gulf Beaches Public Library Budget
- Noise Ordinance
- HR, Classification, Compensation Study
- IAFF Collective Bargaining Agreement
- Consider hiring a Grant Writer on an as-needed basis

BOC WORKSHOP MEETINGS

January 24, 2024, BOC Regular Workshop Meeting

- Boats, Live-aboards and Anchoring
- FEMA/City Participation in Mitigation Restoration/Flooding Prevention Programs - Consensus to move forward.
- Board of Commissioners to schedule a Special Meeting in March following the March 19, 2024 Municipal Election and Certification of Election Results: Reporting the Election Results of the Charter Amendment and Induction into Office - Ray Kerr and David Tagliarini to serve a new two-year term as District Commissioner – The Special Meeting was scheduled for 5:30 p.m., Wednesday, March 27, 2024.
- John's Pass Village Activity Center Zoning - The Board asked the presenters to identify and include the structures with high densities in John's Pass Village in their next presentation.
- RFP 2023-11 Digital Information Sign – Consensus to move forward
- Kitty Stuart Park Parking Lot Overview: Financial Status, Increased Utilization, and User Engagement – Consensus to continue with the trial
- Refuse Collection Contracted Service Analysis – Consensus not to outsource the garbage collection at this time
- Fitness Center - Consensus to bring back the yearly cost to continue with the open registration.
- City Sponsored Fireworks - Consensus to bring a contract with proposed dates back to the next regular meeting for approval

February 28, 2024, BOC Regular Workshop

- BOC Roles & Responsibilities
- Code Enforcement/Satellite Office - Consensus to move forward with the project
- City of Madeira Beach Master Plan – Presented by Kimley-Horn
- John's Pass Village Activity Center Plan and Zoning
- Statewide Mutual Aid Agreement – 2023
- Redington Emergency Services Building Update
- ADA Bus Purchase
- City Attorney Trask gave an update on William Gay versus Hendricks, Andrews, Hodges, and Price

March 27, 2024, BOC Regular Workshop

- Board of Commissioners Policy Handbook – Review for Changes

- Engagement Letter to Serve as Special Magistrate for the City of Madeira Beach - Consensus to move forward
- Ordinance 2024-04, Special Magistrate – Code Enforcement – Consensus to move forward
- Ordinance 2024-06, Special Magistrate – Approval Process for Compensation Rate - Consensus to move forward
- Kimley-Horn Madeira Beach Master Plan Scope of Services Draft – Consensus to move forward.
- Local Mitigation Strategy (LMS) and Community Rating System (CRS) Update
- Ordinance 2024-02, Open Accessory Structures – Postponed to next workshop meeting
- John’s Pass Village Activity Zoning Workshops
- Ordinance 2024-05, Fees & Collection Procedures Manual FY 2024 Proposed Update – Consensus to move forward to regular meeting for a vote
- Approval to Surplus & Purchase a Truck – Consensus to proceed with the trade-in and purchase
- ITB 2023-14 Coastal Groin Restoration Approval - Consensus to move forward with Speeler Co. for the groin restoration project

April 10, 2024, BOC Regular Workshop

- City Marina – Future Usage – Discussed ways to improve the City Marina
- Homestead Exemption, Property Tax Changes – Consensus for Commissioner Kerr to begin drafting a letter to be sent to Senator DiCeglie, Representative Cheney, and Lobbyist RJ Myers
- RFP 2024-01 HR, Classification, Compensation Plans Study - Consensus for the City Manager to negotiate an agreement with the Gehring Group.
- Redington EMS Station Funding Agreement - Consensus of the Board was to move forward with the agreement
- John’s Pass Village Activity Center Zoning Workshop - Consensus to schedule a Special Meeting for a walking tour of John’s Pass Village
- Ordinance 2024-02, Open Accessory Structures - Consensus to make the maximum height in residential areas 14 feet and 20 feet for commercial properties. Planning staff directed to look at the noise ordinance and bring it back at a future workshop.
- Potential Fence Code Amendments - Staff proposed adding a non-conforming section to the Code. All fences would have to meet the current Fence Code, there would be no non-conforming allowances.
- Parking – Residential - Consensus to add the measurements the Parking Department was using. The revision would be brought back for First Reading at a future meeting.
- Trash Collection – Residential – Discussed how the level of service decreased. Director Wepfer said if they outsourced sanitation, she would not be able to use her staff in a different department unless positions were created. She is almost fully staffed with one vacancy.

May 22, 2024, BOC Regular Workshop

- Bicentennial Park Usage
- City Manager Employment Agreement – 2nd Amendment - The City Manager said the City has an agreement with the Pinellas County School District to utilize and maintain Bicentennial Park, which is located on the east side of the Causeway. Any changes to the agreement would require the School District's approval.
- City Manager Employment Agreement – 2nd Amendment - The Board discussed a four-year extension with four additional leave days and would discuss a salary increase every May.

- Gulf Beaches Public Library FY 2025 Budget - Helen “Happy” Price, Gulf Beaches Public Library Vice Chairperson, gave an update on the FY 2025 budget. They proposed an increase of 1.04% from last year.
- Parking Hourly Rate Discussion - The consensus of the Board was to bring the ordinance for the increase back for first reading at the August meeting and second reading at the September meeting.
- RFP 2024-01 HR, Classification, and Compensation Plans Study - Jerry Cantrell, Civil Service Commission Chair, gave a PowerPoint presentation explaining the need for a new Compensation Study. The Gehring Group will be doing a complete study. For an additional \$10,000, they would include a review of job descriptions. The total cost is \$37,640. The City Manager said \$50,000 was budgeted for the study, and they would not need to borrow money from other funds.
- Impact Fees – Residential - Jerry Murphy, University of Florida and Planning Consultant to the City, explained that the way the Comprehensive Plan was established, they needed to have both commercial and residential impact fees. They would need to amend the Comprehensive Plan and show that residential growth has no impact on the community. There may be other options to look at. The consensus of the Board was to have the City Manager meet with the City Attorney and Community Development to decide the best course of action and bring it back to the Board.
- Chairs/Umbrellas on Sand at Caddy’s Restaurant on Gulf Blvd. - The item was removed from the agenda.
- Noise Ordinance – Community Development Director Jenny Rowan said they were asked to include provisions in the ordinance that would address complaints about noise from accessory structures and special events. A subsection in Section 34-87 for mechanical machinery to include noise-dampening methods would be an option. Tom Edwards, District One, suggested putting a provision in the ordinance that would allow a citizen to object to a permit like the City of St. Petersburg has. He encouraged the Board to look at it.
- John’s Pass Village Activity Center Zoning - Director Rowen discussed the item and said a summary of the public workshops is on pages 229-230 of the agenda packet.
- IAFF Local 4966 Collective Bargaining Agreement Oct 2024 – Sept 2027 - The City Manager said the estimated fiscal impact for the first year is about \$200,000.
- Gulf Blvd Undergrounding City Easement Approval - Director Wepfer requested the Board’s approval for three easements for the final phase of the Gulf Blvd. Utility Underground project. The easements allow Duke Energy to place its equipment on the City’s parcels rather than the FDOT right-of-way. The consensus of the Board was to bring it back to the next regular meeting for approval.
- Concession Stand and Enclosed Building Schematic Proposal - Director Hatch explained the item and asked for approval to move forward with the proposal provided by Colliers Engineering & Design, Inc., which is currently under contract with the City. Any grant writing will be done by them. Director Hatch will bring back the cost estimates and the source of funding.

BOC SPECIAL MEETINGS

February 28, 2024, BOC Special Meeting (for a shade meeting)

- City of Madeira Beach vs. Wannemacher Jensen Architects, Inc. and Hennessy Construction Services Corp., Case #23-7114-CI, Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

BOC BUDGET WORKSHOPS

- April 10, 2024, BOC Budget Workshop #1
- May 22, 2024, BOC Budget Workshop #2

MUNICIPAL ELECTION ITEMS

March 27, 2024, BOC Special Meeting

- March 19, 2024 Municipal Election – Reported the Unofficial Election Results – City of Madeira Beach to change the Candidate Qualifying Period to the first full week in December instead of the first two full weeks in December – ***Failed 429/236 Votes***
- Induction Into Office – Newly Elected Members of the Board of Commissioners – David Tagliarini, District Commissioner 1 and Ray Kerr, District Commissioner 2

April 10, 2024, BOC Regular Meeting

- March 19, 2024 Municipal Election – Reported the Certified Final Election Results – City of Madeira Beach to change the Candidate Qualifying Period to the first full week in December instead of the first two full weeks in December – ***Failed 429/236 Votes***
- Vice Mayor – Commissioner Brooks appointed to serve as the Vice Mayor for a one-year term.

LETTER OF SUPPORT ITEMS

February 14, 2024, BOC Regular Meeting

- Tampa Bay Coastal Master Plan Letter of Support from the City of Madeira Beach Mayor, James “Jim” Rostek – ***Approved 5-0***

ITEMS NOT LISTED ON MEETING AGENDA

April 10, 2024, BOC Regular Meeting

- The Board consented to Commissioner Kerr meeting with RJ Myers of Shumaker Advisors (Lobbyist) to get his feedback on advocating for additional Homestead rights. The topic would be put on the next workshop agenda.

OPEN DISCUSSION ITEMS

1. Meetings attended by Jerry Murphy, Director of FRCI from the University of Florida Resilient Communities Initiative; FRCI Consulting Planning and Development Services Provider:

Discussions include Residential Impact Fees

City Code, Chapter 92 – PROPORTIONATE-SHARE DEVELOPMENT FEE

https://library.municode.com/fl/madeira_beach/codes/code_of_ordinances?nodeId=PTIICOO R_CH92PRARDEF S92-3COFLIMFEAC

2019

- [February 21, 2019, BOC Regular Workshop – Item 4. E. Impact Fee Updates](#)
- [July 1, 2019, BOC Workshop Meeting – Item 4. C. Status update on Impact Fees Study \(Verbal Presentation\)](#)
- [August 6, 2019, BOC Budget Workshop Meeting – Item 4. A. Additional Planning & Development Services and Impact Fee Documentation](#)
- [August 6, 2019, BOC Budget Workshop Meeting – Item 4. B. Recap: Recommendations from Budget Review Committee and two additional recommendations \(Community Development and Lost Fund\)](#)
- [August 13, 2019, BOC Regular Meeting – Item 7. C. Agreement with the University of Florida for Planning Services – Approved 5-0.](#)
- [September 9, 2019, Joint Meeting of the BOC and Planning Commission – Item 3. A. Training on Impact Fees and Comprehensive Planning](#)
- [September 10, 2019, BOC Regular Meeting – Item 7. A. Ordinance 2019-18, Amendment to Land Development Regulations - Division 5, C-1, Tourist Commercial, Section 110-259, Special Exception Uses to allow parking facilities as principal use – 2nd Reading & Public Hearing – Approved 4-0.](#)
- [September 10, 2019, BOC Regular Meeting – Item 9. A. Ordinance 2019-07, First Reading of Amendment to Code of Ordinances; Division 10. Planned Development – 1st Reading – Approved 4-0.](#)
- [September 10, 2019, BOC Regular Meeting – Item 9. B. Ordinance 2019-20, Amendment to Parking Code – Parking Lot Design – 1st Reading – Approved 4-0.](#)
- [September 10, 2019, BOC Regular Meeting – Item 9. C. Ordinance 2019-21, Amendment to Live-aboard Vessel Code – 1st Reading – Approved 4-0.](#)
- [September 24, 2019, BOC Regular Workshop Meeting – Item 4. A. Ordinance 2019-07, First Reading of Amendment to Code of Ordinances; Division 10. Planned Development – Discussion to make corrections.](#)

- [October 8, 2019, BOC Regular Meeting – Item 7. A. Ordinance 2019-21, Amendment to Live-aboard Vessel Code – 2nd Reading & Public Hearing – Approved 5-0.](#)
- [October 8, 2019, BOC Regular Meeting –Item 7. B. Ordinance 2019-17, Amendment to Chapter 110 - Zoning, Article VI. Supplementary District Regulations, Division III. - Walls, Fences, Hedges, and Sand Fences, Sec 110-447 - Rear Yards Facing water to clarify Residential Rear Yards facing water height - 2nd Reading & Public Hearing – Approved 5-0.](#)
- [October 8, 2019, BOC Regular Meeting – Item 7. C. Ordinance 2019-20, Amendment to Parking Code – Parking Lot Design – 2nd Reading & Public Hearing – Approved 5-0.](#)
- [October 8, 2019, BOC Regular Meeting – Item 7. D. Ordinance 2019-07, Amendment to Division 10. Planned Development – 2nd Reading & Public Hearing – Approved 4-1.](#)

ADOPTED ORDINANCES

[Ordinance 2019-07, Amendment to Division 10. Planned Development - Approved 4-1.](#)

[Ordinance 2019-18, Amendment to Land Development Regulations - Division 5, C-1, Tourist Commercial, Section 110-259, Special Exception Uses to allow parking facilities as principal use – 2nd Reading & Public Hearing - Approved 4-0.](#)

[Ordinance 2019-20, Amendment to Parking Code – Amendment to Parking Code – Parking Lot Design – Approved 5-0.](#)

[Ordinance 2019-21, Amendment to Live-aboard Vessel Code – 1st Reading – Approved 5-0.](#)

PROPOSED LEVEL-OF-SERVICE (“LOS” STANDARDS – University of South Florida – Gerald Murphy)

[PROPOSED LEVEL-OF-SERVICE \("LOS" STANDARDS - University of South Florida - Gerald Murphy\)](#)

2020

- [January 28, 2020, BOC Regular Workshop – Item 4. I. Update on Proportionate-Share Development Regulations and Fees](#)
- [February 11, 2020, BOC Regular Meeting – Item 8. B. Update on Proportionate-Share Development Regulations and Fees – Update approved 5-0.](#)
- [August 5, 2020, BOC Regular Meeting – Item 9. A. Impact Fee Study and related Comprehensive Plan Amendments – Approved moving forward with the direction of pursuing impact fees with the four-step plan proposed by the staff consultant, 5-0.](#)

2021

- [January 13, 2021, BOC Regular Meeting – Item 7. A. Ordinance 2020-24, Proportionate-Share Development Fee \(Impact Fee\) – 1st Reading & Public Hearing – Approved 5-0.](#)
- [April 14, 2021, BOC Regular Meeting – Item 9. E. Ordinance 2020-21, Amendment to the City of Madeira Beach Florida Comprehensive Plan – 2nd Reading & Public Hearing – Approved 5-0.](#)
- [May 12, 2021, BOC Regular Meeting – Item 8. A. Ordinance 2020-24, Amending the Code of Ordinances to create a chapter titled 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 mobility facilities and services necessitated by such land development and redevelopment - 2nd Reading & Public Hearing – Approved 4-1, starting October 1, 2021, with 40% of the impact fees for mobility, and increasing 10% per year for the next six years.](#)
- [June 9, 2021, BOC Regular Meeting – Item 8. C. Ordinance 2021-10, Amendment to Proportionate-Share Development Fee Ordinance – 1st Reading & Public Hearing – Approved 5-0, starting April 1, 2022, starting at 30% of the total cost with an eight-phase increase subject to yearly review at 10%.](#)
- [June 30, 2021, BOC Special Meeting – Item 4. A. Ordinance 2021-10, Proportionate Share ordinance – 2nd Reading & Public Hearing – Approved 4-1, begin on April 21, 2022, for 70% discount, and then the 60% discount stays the same as written in the statute on October 1, 2022, and then every year thereafter on October 1.](#)
- [September 22, 2021, BOC Regular Workshop – Item 4. C. Comprehensive Plan – Coastal element \(Agenda Item C.\)](#)

ADOPTED ORDINANCES

- [Ordinance 2021-10, Proportionate Share ordinance – Approved 4-1, begin on April 21, 2022, for 70% discount, and then the 60% discount stays the same as written in the statute on October 1, 2022, and then every year thereafter on October 1.](#)
- [Ordinance 2020-21, Amendment to the City of Madeira Beach Florida Comprehensive Plan – Approved 5-0.](#)
- [Ordinance 2020-24, Amending the Code of Ordinances to create a chapter titled 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 mobility facilities and services necessitated by such land development and redevelopment - Approved 4-1, starting October 1, 2021, with 40% of the impact fees for mobility, and increasing 10% per year for the next six years.](#)

2022

- [October 26, 2022, BOC Regular Workshop – Item 4. J. Impact Fee Discussion \[about residential impact fees\]](#)

2023

- [January 25, 2023, BOC Regular Workshop – Item 5. J. Discussion on Ordinance 2023-11, amends the Madeira Beach Comprehensive Plan and Data Analysis](#)
- [February 8, 2023, BOC Regular Meeting – Item 9. C. Ordinance 2023-11, Amending the Comprehensive Plan of the City of Madeira Beach to adopt the changes identified in the regularly scheduled Evaluation and Appraisal of the Comprehensive Plan – 1st Reading & Public Hearing – Approved 5-0.](#)
- [May 24, 2023, BOC Regular Workshop – Item 4. J. The City of Maderia Beach Master Plan and Land Development Regulations](#)
- [June 14, 2023, BOC Regular Meeting – Item 9. C. Ordinance 2023-11, Amending the Comprehensive Plan of the City of Madeira Beach to adopt the changes identified in the regularly scheduled Evaluation and Appraisal of the Comprehensive Plan – 2nd Reading & Public Hearing – Approved 5-0.](#)
- [June 28, 2023, BOC Regular Workshop – Item 4. B. The City of Madeira Beach Master Plan and Land Development Regulations](#)
- [July 26, 2023, BOC Budget Workshop Meeting – COMMENT - Commissioner Kerr said he thought they would have more discussions with Jerry Murphy on whether they want to maintain a residential impact fee. If they want to give the residents a break to improve their homes., they can take away the residential impact fee. The City Manager said they could bring that back.](#)

ADOPTED ORDINANCES

- [Ordinance 2023-11, Amending the Comprehensive Plan of the City of Madeira Beach to adopt the changes identified in the regularly scheduled Evaluation and Appraisal of the Comprehensive Plan – Approved 5-0.](#)

2024

- [May 22, 2024, BOC Regular Workshop – Item 7. A. Impact Fees Residential](#)

2. Comprehensive Plan 20 Year Update

<https://www.myfloridalegal.com/ag-opinions/comprehensive-plan-ordinance-conformance>

2019

- [February 21, 2019, BOC Regular Workshop – Item 4. E. Impact Fee Updates](#)

- [July 1, 2019, BOC Workshop Meeting – Item 4. C. Status update on Impact Fees Study \(Verbal Presentation\)](#)
- [August 6, 2019, BOC Budget Workshop Meeting – Item 4. A. Additional Planning & Development Services and Impact Fee Documentation](#)
- [August 13, 2019, BOC Regular Meeting – Item 7. C. Agreement with the University of Florida for Planning Services – Approved 5-0.](#)
- [September 9, 2019, Joint Meeting of the BOC and Planning Commission – Item 3. A. Training on Impact Fees and Comprehensive Planning](#)

2020

- [February 11, 2020, BOC Regular Meeting – Item 8. B. Update on Proportionate-Share Development Regulations and Fees – Update approved 5-0.](#)
- [August 5, 2020, BOC Regular Meeting – Item 9. A. Impact Fee Study and related Comprehensive Plan Amendments – Approved 5-0 to move forward with the direction of pursuing impact fees with the four-step plan proposed by the staff consultant.](#)
- [October 14, 2020, BOC Regular Meeting – Item 7. B. Ordinance No. 2020-21, Amendment to Comprehensive Plan, Level of Service Standards – 1st Reading & Public Hearing - Approved 5-0 to postponed the public hearing until October 28, 2020 at 5:15 p.m.](#)
- [October 28, 2020, BOC Special Meeting – Item 4. A. Ordinance No. 2020-21, Amendment to Comprehensive Plan, Level of Service Standards – 1st Reading & Public Hearing – Approved 4-1 to accept the Planning Commission’s recommendations to include Policy 5.1.6.3, minus Policy 5.1.6.7. and Strategy 5.1 and transmit the document to the State of Florida for review.](#)

2021

- [April 14, 2021, BOC Regular Meeting – Item 9. E. Ordinance 2020-21, Amendment to the City of Madeira Beach Florida Comprehensive Plan – 2nd Reading & Public Hearing – Approved 5-0.](#)
- [September 22, 2021, BOC Regular Workshop – Item 4. C. Comprehensive Plan – Coastal element \(Agenda Item C.\)](#)

ADOPTED ORDINANCES

- [Ordinance 2020-21, Amendment to the City of Madeira Beach Florida Comprehensive Plan – Approved 5-0.](#)

2022

- [January 12, 2022, BOC Regular Meeting – Item 8. D. Ordinance 2022-03, Comprehensive Plan Text Amendment, Activity Center – 1st Reading & Public Hearing – Approved 5-0.](#)

- [February 9, 2022, BOC Regular Meeting – Item 9. B. Ordinance 2022-03, Comprehensive Plan Text Amendment, Activity Center – 2nd Reading & Public Hearing – Approved 5-0.](#)
- [March 9, 2022, BOC Regular Meeting – Item 8. D. Ordinance 2022-07, Update to Capital Improvements Element of the Comprehensive Plan – 1st Reading & Public Hearing – Approved 5-0.](#)
- [April 27, 2022, BOC Special Meeting – Item 4. A. Madeira Beach Evaluation and Appraisal Letter giving Department of Economic Opportunity notice for City of Madeira Beach would be updating Comprehensive Plan with two Changes: New Policies on peril of flood and New private property rights element – Approved 4-0.](#)
- [July 13, 2022, BOC Regular Meeting – Item 8. A. Ordinance 2022-07, Update to Capital Improvements Element of the Comprehensive Plan – 2nd Reading & Public Hearing – Approved 5-0.](#)
- [July 13, 2022, BOC Regular Meeting – Item 8. E. Ordinance 2022-18, Creating New Section 15, Property Rights Element of the Comprehensive Plan – 1st Reading & Public Hearing – Approved 5-0.](#)
- [September 14, 2022, BOC Regular Meeting - Item 8. A. Ordinance 2022-18, Creating New Section 15, Property Rights Element of the Comprehensive Plan – 2nd Reading & Public Hearing - Approved 5-0.](#)
- [October 5, 2022, BOC Workshop – Item 4. G. John’s Pass Village Activity Center Presentation – Presentation by Dave Healey, Healey Consultant Services \(included a discussion about the Comprehensive Plan\)](#)
- [October 26, 2022, BOC Regular Workshop – Item 4. J. Impact Fee Discussion \[about residential impact fees\]](#)
- [December 14, 2022, BOC Regular Meeting – Item 8. E. Ordinance 2023-03, Amending Capital Improvements Element of the Comprehensive Plan – 1st Reading & Public Hearing – Approved 4-0.](#)

ADOPTED ORDINANCES

- [Ordinance 2022-03, Comprehensive Plan Text Amendment, Activity Center - Approved 5-0.](#)
- [Ordinance 2022-07, Update to Capital Improvements Element of the Comprehensive Plan – Approved 5-0.](#)
- [Ordinance 2022-18, Creating New Section 15, Property Rights Element of the Comprehensive Plan – Approved 5-0.](#)
- [DEO Response - Ordinance 2022-18, Creating New Section 15, Property Rights Element of the Comprehensive Plan](#)

2023

- [January 11, 2023, BOC Regular Meeting – Item 9. B. Ordinance 2023-02, Amending Future Land Use Designation of the City’s Comprehensive Plan to add John’s Pass Village Activity Center – 1st Reading & Public Hearing – Approved 3-2.](#)
- [January 11, 2023, BOC Regular Meeting – Item 9. C. Ordinance 2023-03, Amending Capital Improvements Element of the Comprehensive Plan – 2nd Reading & Public Hearing – Approved 5-0.](#)
- [February 8, 2023, BOC Regular Meeting – Item 9. C. Ordinance 2023-11, Amending the Comprehensive Plan of the City of Madeira Beach to adopt the changes identified in the regularly scheduled Evaluation and Appraisal of the Comprehensive Plan – 1st Reading & Public Hearing – Approved 5-0.](#)
- [March 22, 2023, BOC Regular Workshop Meeting – Item 5. I. Discussion on Ordinance 2023-15, Comprehensive Plan Activity Center Definition](#)
- [April 26, 2023, BOC Budget Workshop Meeting – **Comment** –](#)

Commissioner Brooks said she understood they would be working on the City's comprehensive plan, and it would show what they needed in the long-term. The City Manager said the last update was 20 years ago. Beginning next month, he will meet with each commissioner separately to see what to include or not to include in the plan and bring that back at a workshop meeting before having multiple public meetings about it. They could hire a consultant, and that would have a financial impact. Vice Mayor Kerr said he would never want to lose an opportunity to discuss design standards, especially at John's Pass Village.

- [May 10, 2023, BOC Regular Meeting – Item 9. E. Ordinance 2023-15, Comprehensive Plan Activity Center Definition – 1st Reading & Public Hearing – Approved 3-1.](#)
- [May 24, 2023, BOC Regular Workshop – Item 4. J. Density and Intensity Consistency with Forward Pinellas – Inconsistencies between the Forward Pinellas Countywide Plan and the Madeira Beach Comprehensive Plan and Land Development Regulations – The City needs to be consistent with Forward Pinellas. Director Rowan confirmed to Vice Mayor Kerr that a cap could be put on the development agreement.](#)
- [June 14, 2023, BOC Regular Meeting – Item 9. C. Ordinance 2023-11, Amending the Comprehensive Plan of the City of Madeira Beach to adopt the changes identified in the regularly scheduled Evaluation and Appraisal of the Comprehensive Plan – 2nd Reading & Public Hearing – Approved 5-0.](#)
- [June 28, 2023, BOC Regular Workshop – Item 4. I. The City of Madeira Beach Master Plan and Land Development Regulations](#)
- [July 12, 2023, BOC Regular Meeting – Item 10. A. Ordinance 2023-15, Comprehensive Plan Activity Center Definition – 2nd Reading & Public Hearing – Approved 3-2.](#)

- [October 11, 2023, BOC Regular Meeting – Item 9. D. Ordinance 2023-19, Definitions to be consistent with Forward Pinellas – 1st Reading & Public Hearing – Approved 4-0.](#)
- [October 11, 2023, BOC Regular Meeting - Item 9. E. Ordinance 2023-22, Future Land Use Element of the Comprehensive Plan to be consistent with Forward Pinellas – 1st Reading & Public Hearing – Approved 4-0.](#)
- [November 15, 2023, BOC Regular Workshop – Item 4. B. Forward Pinellas Alternative Compromise for the John’s Pass Village Activity Center Plan](#)
- [December 13, 2023, BOC Regular Meeting – Item 9. C. Ordinance 2023-19, Definitions to be consistent with Forward Pinellas – 2nd Reading & Public Hearing – Approved 5-0.](#)
- [December 13, 2023, BOC Regular Meeting – Item 9. E. Ordinance 2023-22, Future Land Use Element of the Comprehensive Plan to be consistent with Forward Pinellas – 2nd Reading & Public Hearing – Approved 5-0.](#)
- [December 13, 2023, BOC Regular Meeting – Item 9. K. Ordinance 2023-33, Amendment to Capital Improvement Element of the Comprehensive Plan – 1st Reading & Public Hearing – Approved 5-0.](#)
- [December 13, 2023, BOC Regular Meeting – Item 9. L. Forward Pinellas Alternative Compromise for the John’s Pass Village Activity Center Plan – Approved 4-1.](#)

ADOPTED ORDINANCES

- [Ordinance 2023-03, Amending Capital Improvements Element of the Comprehensive Plan – Approved 5-0.](#)
- [Ordinance 2023-11, Amending the Comprehensive Plan of the City of Madeira Beach to adopt the changes identified in the regularly scheduled Evaluation and Appraisal of the Comprehensive Plan – Approved 5-0.](#)
- [Ordinance 2023-15, Comprehensive Plan Activity Center Definition – Approved 3-2.](#)
- [Ordinance 2023-19, Definitions to be consistent with Forward Pinellas – Approved 5-0.](#)
- [Ordinance 2023-22, Future Land Use Element of the Comprehensive Plan to be consistent with Forward Pinellas – Approved 5-0.](#)

2024

- [January 10, 2024, BOC Regular Meeting – Item 9. B. Ordinance 2023-33, Amendment to Capital Improvement Element of the Comprehensive Plan – 2nd Reading & Public Hearing – Approved 5-0.](#)
- [January 24, 2024, BOC Regular Workshop – Item 7. A. John’s Pass Village Activity Center Zoning](#)

- [February 28, 2024, BOC Regular Workshop – Item 6. B. John’s Pass Village Activity Center Plan and Zoning](#)
- [March 13, 2024, BOC Regular Meeting – Item 10. D. Ordinance 2023-02, Amending Future Land Use Designation of the City’s Comprehensive Plan to add John’s Pass Village Activity Center – 2nd Reading & Public Hearing – Approved 4-1.](#)

ADOPTED ORDINANCES

- [Ordinance 2023-02, Amending Future Land Use Designation of the City’s Comprehensive Plan to add John’s Pass Village Activity Center – Approved 4-1.](#)
- [Ordinance 2023-33, Amendment to Capital Improvement Element of the Comprehensive Plan – Approved 5-0.](#)

3. Planned Development versus Zoning Guidelines

- Does a PD override all Zoning Guidelines
- Setbacks
- Impervious Surface Ratio
- Height
- FAR
- Intensity & Density
- PD – Summary mailing to residents prior to approval

City Code, Division 10 – PD. Planned Development

https://library.municode.com/fl/madeira_beach/codes/code_of_ordinances?nodeId=PTIICO OR_CH110ZO_ARTVDI_DIV10PDPLDE

2019

- [May 28, 2019, BOC Regular Workshop – Item 4. E. Proposed Amendment to the Code of Ordinances Regulating Planned Development](#)
- [September 10, 2019, BOC Regular Meeting – Item 9. A., Ordinance 2019-07, Amendment to Code of Ordinances; Division 10., Planned Development \(PD\) – 1st Reading – Approved 4-0 with the intent of discussing it at the September workshop.](#)
- [September 24, 2019, BOC Regular Workshop – Item 4. A. Amendment to Code of Ordinances; Division 10., Planned Development – Discussion to make corrections](#)
- [October 8, 2019, BOC Regular Meeting – Item 9. D. Ordinance 2019-07, Amendment to Division 10., Planned Development – 2nd Reading & Public Hearing – Approved 4-1 and deleting Section 110-386, \(3\) in its entirety:](#)

“not exceed a maximum height of six (6) stories. Any applications for PD zoning submitted after [the effective date of this ordinance] must not propose development exceeding the maximum permissible height of four (4) stories.”

And, to also remove the sentence in that section of the ordinance: “After [the effective date of this ordinance], the city will not make a finding of sufficiency for any PD zoning district application proposing more than four (4) stories.”

ADOPTED ORDINANCES

- [Ordinance 2019-07, Amendment to Division 10. Planned Development - Approved 4-1.](#)

2021

- [April 14, 2021, BOC Regular Meeting – Item 9. C. Ordinance No. 2021-01, Planned Development Zoning for Schooner – 1st Reading & Public Hearing – Approved 3-2.](#)
- [July 14, 2021, BOC Regular Meeting – Item 8. B. Ordinance 2021-01, Planned Development Zoning for Schooner – 2nd Reading & Public Hearing – Approved 4-1.](#)

ADOPTED ORDINANCES

- [Ordinance 2021-01, Planned Development Zoning for Schooner - Approved 4-1](#)

2022

- [January 12, 2022, BOC Regular Meeting – Item 8. A. Redevelopment \(RDV 2021-01\) – JJB property Holdings LLC, Developer – This item was discussed with Ordinance 2022-01, Planned Development Rezone of Proposed Schooner Development – 1st Reading & Public Hearing – Approved 5-0.](#)
- [January 12, 2022, BOC Regular Meeting – Item 8. B. Ordinance 2022-01, Planned Development Rezone of Proposed Schooner Development – 1st Reading & Public Hearing – Approved 5-0.](#)
- [February 9, 2022, BOC Regular Meeting – Item 9.D. Ordinance 2022-01, Planned Development Rezone of Proposed Schooner Development – 2nd Reading & Public Hearing – Approved 5-0.](#)
- [April 27, 2022, BOC Regular Workshop - Item 4. C. BOC to Discuss/Review Planned Development Process](#)
- [August 24, 2022, BOC Regular Workshop – Item 4. F. Planned Development Checklist or Height Requirement](#)
- [November 16, 2022, BOC Regular Workshop – Item 4. C. Planned Development Training/Updates to BOC – Item reschedule to a meeting specifically for the training](#)

ADOPTED ORDINANCES

- [Ordinance 2022-01, Planned Development Rezone of Proposed Schooner Development – Approved 5-0.](#)

2024

- [February 28, 2024, BOC Regular Workshop – Item 6. B. John’s Pass Village Activity Center Zoning \(planned development mentioned in discussion\)](#)
- [March 13, 2024, BOC Regular Meeting – Item 10. C. Ordinance 2023-01, John’s Pass Village Activity Center Plan – 2nd Reading & Public Hearing – Approved 4-1. \(Discussion mentions planned development and Planned Development Rezoning\)](#)

4. PD – Mailing to residents prior to approval

https://library.municode.com/fl/madeira_beach/codes/code_of_ordinances?nodeId=PTIICOOR_CH110ZO_ARTVDI_DIV10PDPLDE_S110-392NEINME

(City Code, Sec. 110-388 – Application for PD Zoning)

- K. Record of notice of, and transcribed and video record of the required neighborhood meeting.

(City Code, Sec. 110-389 – Procedure for approval of PD zoning)

- The formal legal notice of the LPA public hearing must be posted at least 15 days prior to the public hearing date.

(City Code, Sec. 110-392 – Neighborhood information meeting)

- (1) Notification. Two weeks prior to the neighborhood information meeting date, the applicant must mail notices of the meeting date, place, and time to all property owners inside a radius of 300 feet from the boundaries of the proposed development parcel to the board of commissioners and must post this information prominently on the property. The applicant must inform the city manager or designee of the proposed meeting date, place, and time prior to sending out the notices. The city manager or designee may require a change of date, place, or time due to schedule conflicts or in order to accommodate advertising requirements for upcoming public hearing consideration. The applicant must provide documentation of the mailed notice to the city manager or designee for verification. The city manager or designee may reasonably require additional properties be issued a notice and otherwise post notice of the neighborhood information meeting.
 - (4) Record. The applicant must provide the city with both a written and video record of the neighborhood information meeting, including any representations made by the applicant to the attendees.
- [September 10, 2019, BOC Regular Meeting – Item 9. A. Ordinance 2019-07, Amendment to Code of Ordinances; Division 10 – Planned Development \(includes a notice requirement for neighborhood meetings\) – 1st Reading & Public Hearing - Approved 4-0.](#)
 - [September 24, 2019, BOC Regular Workshop – Item 4. A. Ordinance 2019-97, Amendment to Code of Ordinances; Division 10., Planned Development – Discussion to make corrections](#)
 - [October 8, 2019, BOC Regular Meeting – Item 7. D. Ordinance 2019-07, Amendment to Code of Ordinances; Division 10 – Planned Development \(includes a notice requirement](#)

[for neighborhood meetings and LPA meetings\) – 2nd Reading & Public Hearing - Approved 4-1.](#)

“not exceed a maximum height of six (6) stories. Any applications for PD zoning submitted after [the effective date of this ordinance] must not propose development exceeding the maximum permissible height of four (4) stories.”

And, to also remove the sentence in that section of the ordinance: “After [the effective date of this ordinance], the city will not make a finding of sufficiency for any PD zoning district application proposing more than four (4) stories.”

ADOPTED ORDINANCES

- [Ordinance 2019-07, Amendment to Code of Ordinances; Division 10 – Planned Development \(includes a notice requirement for neighborhood meetings and LPA meetings\) – Approved 4-1.](#)

5. Compare Maps:

- **Nonconforming pre-2007 & post-2023 after adopting county-wide future land use**

6. Base Flood Elevation (BFE)

- **Building Height start from 4’ above BFE + 4’ freeboard?**
- https://library.municode.com/fl/madeira_beach/codes/code_of_ordinances?nodeId=PTIICOR_CH94FLMA_DIV5SIPLCODO_S94-51INFLHAARWIBAFLELAPZO
- [August 9, 2016, BOC Special Workshop – Item C. 4. Amendment to the LDR – Floodplain Management](#)
- [September 13, 2016, BOC Regular Meeting – Item J. 5. Ordinance 2016-11 – Adoption of Floodplain Management Regulations – 1st Reading & Public Hearing - Approved 4-0.](#)
- [October 11, 2016, BOC Regular Meeting – Item J. 6. Ordinance 2016-11 – Adoption of Floodplain Management Regulations – 2nd Reading & Public Hearing - Approved 4-0.](#)
- [November 27, 2018, BOC Regular Workshop – Item 4. F. Proposed Ordinance 2018-20, Amending Chapter 94. Floodplain Management – Consensus to move forward.](#)
- [December 11, 2018, BOC Regular Meeting – Item 9. D. Ordinance 2018-19, Amendment to Chapter 94, Floodplain Management – 1st Reading & Public Hearing – Approved 5-0.](#)
- [January 8, 2019, BOC Regular Meeting – Item 7. G. Ordinance 2018-19, Amendment to Chapter 94, Floodplain Management – 2nd Reading & Public Hearing – Approved 4-0.](#)
- [July 14, 2021, BOC Regular Meeting – Item 8. A. Ordinance 2021-06, Proposed amendment to Chapter 94, Floodplain Management – 1st Reading & Public Hearing – Approved 5-0.](#)

- [August 11, 2021, BOC Regular Meeting – Item 8. B. Ordinance 2021-06, Proposed amendment to Chapter 94, Floodplain Management – 2nd Reading & Public Hearing – Approved 5-0.](#)

ADOPTED ORDINANCES

- [Ordinance 2016-11 – Adoption of Floodplain Management Regulations – Approved 4-0.](#)
- [Ordinance 2018-19, Amendment to Chapter 94, Floodplain Management – Approved 4-0.](#)
- [Ordinance 2021-06, Proposed amendment to Chapter 94, Floodplain Management – Approved 5-0.](#)

7. 95th Street Property (4711 95th Street North, St. Petersburg, FL 33708)

- **Property was sold to others**
- **Was this due to the time it took for the City to make an offer?**
 - http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0166/Sections/0166.045.html
 - **City obtained two Appraisal Reports:**
 1. [January 27, 2023 - Tod Marr and Associates, LLC – Appraised Value \\$911,000 – Invoice \\$2,500 appraisal cost](#)
 2. [April 6, 2023 - William W. Atkinson, MAI, CCIM – Appraised Value \\$950,000 – Invoice \\$2,700 appraisal cost](#)
 3. [Email from City to owner of property: June 16, 2023](#)
 4. Property sale date: August 31, 2023 to D & D Parent, Inc. for \$875,000
<https://www.pcpao.gov/property-details?s=153102542160010090&xmin=-9214160.378154626&ymin=3225804.199580668&xmax=-9213799.392345374&ymax=3225957.372219333&basemap=BaseMapParcelAerials&sales=&scale=1128.497176&parcel=02-31-15-54216-001-0090>

8. Copper phone lines – Removal by Frontier

- [July 26, 2023, BOC Regular Workshop – Item 4. J. Frontier Phone Lines](#)

9. Campaign Signs

- **Where can they be placed?**
- **Does the Building Department have maps showing Rights-of-way?**
- **If so, should these maps be included with the campaign packets?**
 - [December 13, 2023, BOC Regular Meeting Minutes – Item 14. A. Campaign Signs](#)
 - [Email 1 – RE: City Maps showing rights-of-way for candidate packets](#)
 - [Email 2 – RE: City Maps showing rights-of-way for candidate packets](#)
 - [City of Madeira Beach Commissioner Districts ROW Maps](#)

10. Tear Drop Park sprinklers & Improvements

- **Parking / benches / Community Pavilion**
- [October 9, 2012, BOC Regular Meeting – Item 1. Presentation: CPWG, Parks Inventory \(collection information: benches, lights, parking, etc.\)](#)
- [April 12, 2023, BOC Regular Meeting – Item 12. C. Pocket park Design Proposal](#)

11. Kitty Stuart Park landscaping

- [May 24, 2023, BOC Regular Workshop – Item 4. G. Tom and Kitty Stuart Park](#)
- [July 26, 2023, BOC Regular Workshop – Item 4. F. Tom & Kitty Stuart Park parking and landscaping](#)

12. Pocket Parks / Updates

Meeting Minutes and Video Links:

- [October 9, 2012, BOC Regular Meeting – Item 1. Presentation: CPWG, Parks Inventory \(collection information: benches, lights, parking, etc.\)](#)
- [October 2, 2013, BOC Regular Workshop – Item 1. E. Discussion of Standardizing Parks/Pocket Parks](#)
- [November 28, 2017, BOC Regular Workshop – Item D. 3. City of Madeira Beach Parks](#)
- [June 26, 2018, BOC Workshop - Item 4. A. FY 2019 Operating budget Request Continued – Parks](#)
- [September 25, 2018, BOC Regular Workshop – Item 4. E. Parking Parks Maintenance Update](#)
- [June 24, 2020, BOC Regular Workshop – Item 4. G. Public Private Partnerships – Pocket Parks](#)
- [July 22, 2020, BOC Regular Workshop – Item 4. J. Suggestion by resident regarding litter & pocket parks of possible “volunteer group of Madeira Beach Bloc Ambassadors.” Having one volunteer rep who is responsible for one or two blocks; would welcome those that are on the beach, hand them a trash bag \(imprinted with thank you for keeping Madeira Beach beautiful\)](#)
- [October 28, 2020, BOC Regular Workshop – Item 4. H. \\$2,500 donation to the Friends of Parks and Recreation](#)
- [December 9, 2020, BOC Regular Meeting – Item 8. Consent Agenda, D. \\$2,500 donation to the Friends of Parks and Recreation - Approved](#)
- [April 27, 2022, Boc Regular Workshop – Item 4. J. Discuss Park Landscaping Improvements/Enhancements](#)
- [May 25, 2022, BOC Budget Workshop – Item 4. A. Projects to be added: Increase budget for maintenance of parks](#)
- [June 22, 2022, BOC Regular Workshop Meeting – Item 4. K. Park Maintenance for FY 2023 Budget – adding about \\$340,000 or \\$360,000 - close to \\$500,000 in maintenance to be completed](#)
- [March 22, 2023, BOC Regular Workshop – Item 5. E. Pocket Parks Design Proposal – consensus to move forward without the kayak launches](#)

- [April 12, 2023, BOC Regular Meeting – Item 12. C. Pocket Park Design Proposal - Design services for 5 pocket parks in Boca Ciega neighborhood - Halff Associates, Inc – Approved 5-0.](#)

13. City dog park improvements

- [May 28, 2019, BOC Regular Workshop – Dog Park \(Added Item to the agenda, located at the bottom of minutes\)](#)
- [May 24, 2023, BOC Budget Workshop – FY 2024 Capital Improvement Plan \(p. 54 of the agenda packet and p. 52 of the document\) – Dog Park Discussion under Recreation Item and at the end of meeting \(paragraph before last\)](#)
- [May 24, 2023, BOC Regular Workshop – Item 4. C. City Dog Park Improvement Discussion](#)
- [June 28, 2023, BOC Regular Workshop – Item 4. B. City Dog Park Improvement Discussion](#)
- [July 26, 2023, BOC Budget Workshop – Dog park discussion during budget meeting](#)
- [November 15, 2023, BOC Regular Workshop – Dog park discussion at end of meeting](#)

14. Dune Protection

- [June 28, 2023, BOC Regular Workshop – Item 4. E. Beach Debris and Dune Protection](#)
- [December 13, 2023, BOC Regular Meeting – Item 9. D. Ordinance 2023-21, Dune Protection and Beach Debris – 1st Reading & Public Hearing – Approved 5-0.](#)
- [January 10, 2024, BOC Regular Meeting – Item 9. A. Ordinance 2023-21, Dune Protection and Beach Debris – 2nd Reading & Public Hearing – Approved 5-0.](#)
- [Ordinance 2023-21, Dune Protection and Beach Debris](#)

ITEMS NOT YET RESEARCHED

15. JPV Proposed Dock

16. Crosswalk lighting review

17. Live aboard pump-out logs (Commissioner Kerr would like logs to be attached to item for workshop)

18. Marina Development Restrictions – Lobbyist

- Public Works Building Design Input

19. Red Tide / BIG-C / Support Presenter to BIG-C (would have to review BIG-C minutes for details)

20. Sea wall height / Tampa Bay Regional Planning Council – 5' minimum elevation

21. No wake zone update

- Enforcement
- Signage

22. Sidewalk width standards

23. Public Trash Containers

24. City solar projects

25. Parking Garage(s) at both neighborhood centers

26. Kimley-Horn: Undergrounding: The Hidden Helper of Disaster Prep. / Grants (presentation by Kevin Schanen with Kimley-Horn)

27. Schooner status

28. Can Old Salt contribute to candidates since they hold agreements with the City?