



BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

**Wednesday, September 23, 2026 at 4:00 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. ROLL CALL

3. PUBLIC COMMENT

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

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

4. RECOGNITION AND APPRECIATION

A. Key to the City Plaques

B. Recognition of Fire Department Personnel

5. BOARD OF COMMISSIONERS

A. Purple Heart Designation

B. Kindness City Designation

C. Random Acts of Kindness

D. Memorial Day Celebration

E. Ambassador Program

F. John Levique Pirate Days

G. Sister City

H. Encourage Restaurants to place a Madeira Beach Sandwich on the Menu

6. CITY MANAGER

A. Staff Recognition & Resolution Implementing the Recognition

B. City Anniversary Committee

C. Lobbyist Contract Renewal

D. Landscape Contract Renewal

7. COMMUNITY DEVELOPMENT

A. Resolution 2026-07, Adopting an Inventory of City Property for Affordable Housing

B. Resolution 2026-08, Affordable Housing Property Tax Exemption

8. FIRE

A. Fire Assessment Fee Presentation

9. RESPOND TO PUBLIC COMMENTS/QUESTIONS

10. 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 727-401-1792 or email a written request to cvanblargan@madeirabeachfl.gov.



MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Michael Helfrich, City Manager

FROM: Clint Belk, Fire Chief

DATE: 09/23/2026

RE: Recognition of Fire Department Personnel

Background

Madeira Beach Fire Department would like to recognize the following personnel:

YEARS OF SERVICE

D/E Erick Ubiles 10 years

FF/PM Nick Lucas 5 years

COMPLETION OF PARAMEDIC PROGRAM

FF/PM Danny Torres

NEW HIRE

FF/PM Joe Reyes

Fiscal Impact

N/A

Recommendation

Attachment(s):



MADEIRA BEACH – BECOMING A PURPLE HEART CITY

Purpose:

To formally recognize and honor members of the United States Armed Forces who were wounded or killed in combat and received the Purple Heart.

Steps for Madeira Beach:

- **Contact the Military Order of the Purple Heart (MOPH)** and coordinate with the local chapter/Purple Heart Trail program.
- **Adopt a City Proclamation or Resolution** formally designating the **City of Madeira Beach** as a **Purple Heart City**.
- **Approve the designation at a Board of Commissioners meeting** and invite local Purple Heart recipients, veterans, military families and MOPH representatives to attend.
- **Submit the City's approved designation to MOPH** for recognition as part of the **Purple Heart Trail** and inclusion on its list of Purple Heart communities.
- **Install Purple Heart City signage** at appropriate entrances into Madeira Beach.
- **Create permanent local recognition at the Madeira Beach Military Court of Honor**, such as a Purple Heart City plaque or marker.
- **Recognize Purple Heart Day annually on August 7** through a proclamation, ceremony, City communication and/or optional, recognition at the Military Court of Honor.

Proposed Commission Action

Authorize staff to begin the Purple Heart City designation process and return to the Board with the formal proclamation/resolution, proposed signage locations and associated costs.

EXAMPLE OF SIGNAGE:



MADEIRA BEACH

Becoming a Designated Kindness City

WHAT IS IT?

Recognition through **World Kindness USA** demonstrating Madeira Beach's commitment to kindness, respect, community connection and service.

Steps required:

- Create and adopt a unanimous Commission Resolution supporting the Kindness City initiative.
- Recognize World Kindness Day – November 13 and World Kindness Week annually.
- Sign a Declaration of Support and display it at City Hall and on the City website.
- Appoint Community Goodwill Ambassadors to help champion kindness throughout Madeira Beach.
- Engage the community – residents, businesses, schools, first responders and civic organizations.
- Create ongoing kindness initiatives, such as:
 - Madeira Beach Kindness Spotlight
 - “Caught Being Kind” recognition (this is akin to random acts of kindness)
 - Community service/volunteer projects
 - Kindness activities at existing City events
- Establish an annual Kindness Recognition/Award.
- Document our efforts and meet more than 70% of World Kindness USA's applicable Kindness Performance Indicators.
- Apply for official Kindness City recognition.

Proposed Message:

“MADEIRA BEACH CHOOSES KINDNESS”

A community-wide initiative encouraging kindness through the way we serve, connect, volunteer, support our local businesses and treat one another.

NEXT STEP:

Commission Consensus, Direct Staff to Begin Kindness City Designation Process

MADEIRA BEACH MEMORIAL DAY

Proposed Memorial Day Tradition

PURPOSE:

Establish a meaningful annual Madeira Beach Memorial Day tradition centered around the Military Court of Honor to remember and honor the men and women of the U.S. Armed Forces who gave their lives in service to our country.

PROPOSED EVENT:

Memorial Day Morning @ Military Court of Honor 30–45 Minutes

A simple, solemn community ceremony that could include:

- Presentation of Colors
- National Anthem & Invocation
- Brief Welcome
- Recognition of Gold Star Families, if present
- Military/Veteran Guest Speaker
- Reading of Local Fallen Service Members
- Bell Toll as each name is read
- Flag-Folding Ceremony
- Memorial Wreath Laying
- Moment of Silence
- Honor/Rifle Salute, if available
- Live Taps
- Retiring of Colors

Proposed ideas to create a Madeira Beach tradition

FLAGS FOR THE FALLEN:

Place American flags throughout the Military Court of Honor with participation from veterans, Scouts, youth organizations, first responders and residents.

MADEIRA BEACH ROLL OF HONOR:

Research and permanently maintain the names of Madeira Beach service members who died while serving our country.

WREATH TO THE WATER:

Following the ceremony, ceremonially place a memorial wreath on the water in remembrance of our fallen and those lost at sea.

YOUTH PARTICIPATION:

Invite JROTC, Sea Cadets, Scouts and local youth to participate in the Color Guard, flag folding, flag placement and other ceremonial roles.

THE GOAL:

Create a Memorial Day observance that is:

Solemn, Meaningful, Patriotic, Community-Focused, Uniquely Madeira Beach

Not another festival but a tradition our community recognizes and participates in year after year.

NEXT STEP:

Commission Consensus, Direct Staff to Develop the 2027 “Madeira Beach Remembers” Memorial Day Ceremony

Veterans Day honors all who served.

Memorial Day remembers those who never came home.

RESOLUTION 2012-26

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA FORMING A SISTER CITY RELATIONSHIP WITH THE ISLAND OF BIMINI; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Madeira Beach City Commission feels that a Sister City relationship with the island of Bimini would further both communities' commitment to social progress and business relations.

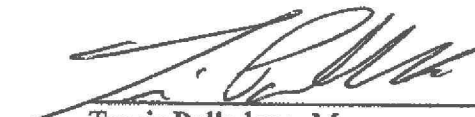
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA THAT:

Section 1. The City Commission of the City of Madeira Beach, Florida does hereby agree to form a Sister City relationship between the Island of Bimini and the City of Madeira Beach, Florida, and subsequently to share in an exchange of ideas, cultural achievements and business relationships in order that the Citizens of both may have the advantage of learning more about one another, thereby creating additional understanding and good will between our two communities.

Section 2. Copies of this Resolution shall be forwarded to the Island of Bimini.

Section 3. This Resolution shall become effective immediately upon adoption.

INTRODUCED AND ADOPTED this 3rd day of November, 2012 by the Board of Commissioners of the City of Madeira Beach, Florida.

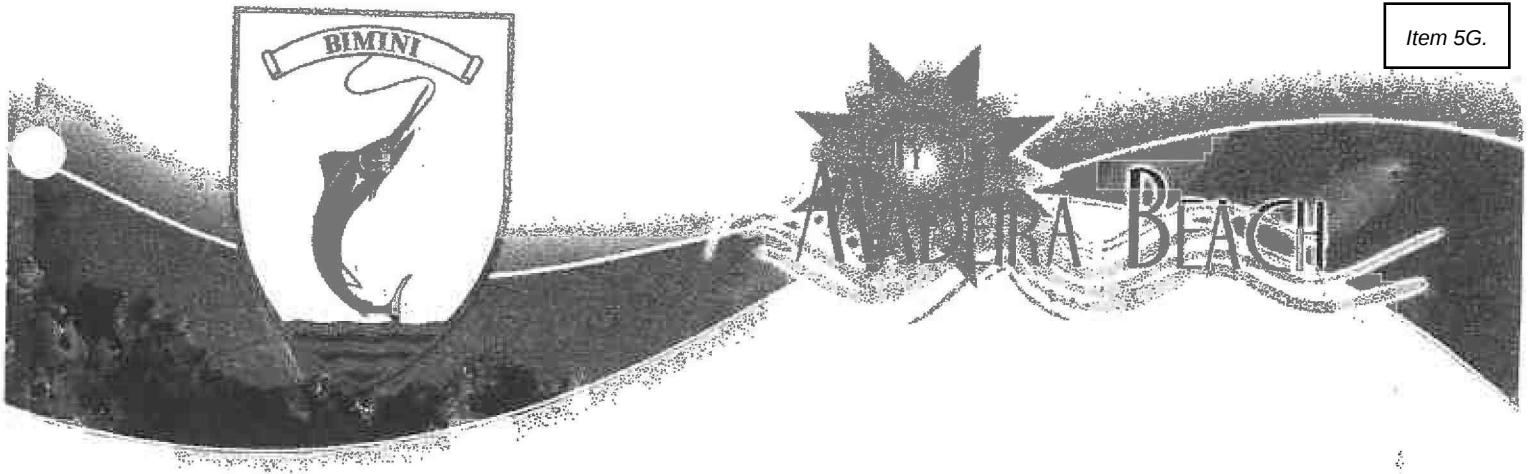


Travis Palladeno, Mayor

ATTEST:



Acting City Clerk Pro Tem
AS



*Proclamation of Cooperation, Partnership, and Respect between
The City of Madeira Beach, Florida and the Island of Bimini, Bahamas
and the Creation of a Sister City Relationship.*

Whereas, the City of Madeira Beach in the state of Florida in the United States of America and the Island of Bimini located in the Bahamas agree to establish a partnership and sister city relationship as a symbol of their friendship and will to benefit each other and

Whereas, the City of Madeira Beach and the Island of Bimini wish to lead the way in establishing partnerships between the United States of America and the Bahamas so as to serve the interests of their citizens in public and private entities and

Whereas, the sister city relationship between the City of Madeira Beach and the Island of Bimini in the Bahamas promotes social progress and intensive business relations through the exchange of opinion and experience in the fields of education, youth program exchanges, sports, science, the arts, culture, economy and trade,

Now therefore be it resolved that the Madeira Beach Board of Commissioners and the local government of the Island of Bimini have agreed to establish a partnership for the well-being of their citizens.

We hereby confirm this declaration with the seals of our respective regions and with our signatures.

November 3, 2012

Mayor of the City of Madeira Beach

Appropriate Official Representative of Bimini
(insert relevant title)

RESOLUTION 2014-27

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA REPEALING RESOLUTION 2012-26 WHICH FORMED A SISTER CITY RELATIONSHIP WITH THE ISLAND OF BIMINI; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Madeira Beach Board of Commissioners adopted Resolution 2012-26 forming a sister city relationship with the Island of Bimini; and

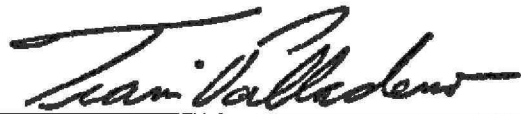
WHEREAS, the Board of Commissioners has deemed it appropriate to terminate its sister city relationship with the Island of Bimini.

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

Section 1. That the Board of Commissioners of the City of Madeira Beach, Florida does hereby repeal Resolution 2012-26.

Section 2. That this Resolution shall become effective immediately upon its adoption.

**INTRODUCED AND ADOPTED THIS 8th DAY OF July, 2014,
BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH,
FLORIDA.**



Travis Palladeno, Mayor

ATTEST:



Aimce Servedio, City Clerk

RESOLUTION 2021-10

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH ESTABLISHING THE CITY OF MADEIRA BEACH AWARD PROGRAMS FOR EMPLOYEE OF THE YEAR, VOLUNTEER OF THE YEAR AND OUTSTANDING CITIZEN OF THE YEAR; REPEALING RESOLUTION 2018-20; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Madeira Beach has elected to recognize its employees by establishing an Employee of the Year award; and

WHEREAS, the City of Madeira Beach has elected to recognize its Volunteer of the Year by establishing a Volunteer of the Year award; and

WHEREAS, the City of Madeira Beach has elected to recognize an Outstanding Citizen of the Year by establishing an Outstanding Citizen of the Year award.

NOW THEREFORE, let it be resolved by the Board of City Commissioners of the City of Madeira Beach that:

SECTION 1. That an Employee of the Year award program is hereby established to recognize a city employee. The selection process to be used will be as follows:

1. On or before October 1st, Department Directors will nominate one employee within each of their respective departments to be considered as the nominee for the award of Employee of the Year. If no nominees are available, or if a Director has not proffered any of them, that Director may select or proffer a nominee from another department.
2. During the 1st Directors' Meeting of the fiscal year, the Department Directors will convene to discuss the prospective nominees. The Executive Assistant of the City Manager (or a designee appointed by the City Manager if the Executive Assistant is not available) will create a ballot, highlighting the nominees' accomplishments and/or accolades. Once the ballot is distributed, each Department Director who proffered a nominee will be afforded the opportunity to present to his or her peers the nominee's accomplishments, etc., before the secret ballots are cast.
3. All nominees must be in good standing with no prior disciplinary actions during the preceding fiscal year.
4. All nominees must display the organization's core values and mission in their daily activities as employees.
5. Once the Department Directors have presented their nominees, ballots will be cast through a process of elimination (which may consist of multiple rounds). An employee will be selected and recognized at both a Regular Meeting of the Board of Commissioners and at an appreciation dinner that follows.

SECTION 2. That a Volunteer of the Year award program is hereby established to recognize a city volunteer. The selection process to be used will be as follows:

1. On or before October 1st, the Executive Assistant to the City Manager (or a designee appointed by the City Manager if the Executive Assistant is not available) and the Volunteer Coordinator will review three nominees as proffered by the Volunteer

- Coordinator for consideration. The City Manager will review the submissions with the committee and vote on which volunteer will be recognized as the Volunteer of The Year.
2. The Volunteer of the Year will be for those who are registered volunteers with the City of Madeira Beach.
 3. The selection criteria will consist of the following: dependability/reliability, trustworthiness, quality of customer service, adherence to the City's mission, vision and core values, ongoing involvement, impact (demonstrating real impact, outputs and outcomes).
 4. Once the committee votes on the nominees and an individual is selected, they will be recognized at both a Regular Meeting of the Board of Commissioners and at the appreciation dinner.

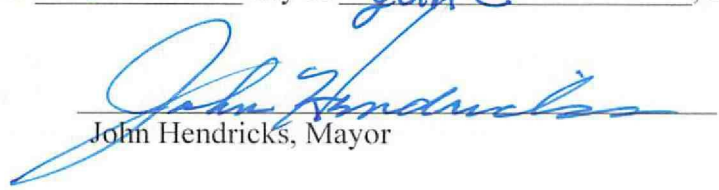
SECTION 3. That an Outstanding Citizen of the Year award program is hereby established to recognize a City of Madeira Beach citizen. The selection process to be used will be as follows:

1. On or before October 1st, anyone can nominate an individual for the Outstanding Citizen of the Year Award. The award recognizes persons who have made a noteworthy contribution during the previous year and/or have given outstanding service to the local community over a number of years. Such individual will be eligible for the Outstanding Citizen of the Year Award.
2. The selection criteria will consist of the following: outstanding achievements or contributions to our City, which will be the basis of the awards, and striving to make a positive impact within the City of Madeira Beach. The nominee must have made a substantial voluntary contribution within the City of Madeira Beach, enhancing the lives of those who live, work and play within the City of Madeira Beach, addressing/fulfilling the needs and concerns of the City of Madeira Beach and, above all, serving as a positive role model throughout the City of Madeira Beach.
3. The City will make a nomination form available on the City's website from July 1st through September 1st. During that period, submissions will be collected by members of the public with respect to the nominees for the Outstanding Citizen of the Year Award. Once the submission period is over, the members of the Board of Commissioners will review all submissions and selected three names each to be considered for this prestigious award. Once the three names have been properly given out, the Board, at a public meeting, will complete a ballot and through a process of elimination, will select the Outstanding Citizen of the Year.
4. Only complete applications will be provided to the Board of Commissioners.
5. Once the Outstanding Citizen of the Year is selected, he/she will be recognized at a Regular Meeting of the Board of Commissioners.

SECTION 4. Resolution 2018-20 is hereby repealed.

SECTION 5. This resolution shall take effect immediately upon its passage and adoption.

INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH on this 9th day of June, 2021.


John Hendricks, Mayor

ATTEST:


Clara VanBlargan, MMC, MSM, City Clerk



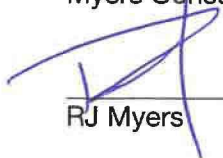


This Letter of Agreement ("Agreement") sets forth the understanding between Myers Consulting Group, LLC ("MCG") and the City of Madeira Beach ("City") regarding the nature, scope, term, and compensation for professional services to be provided by MCG.

1. **TERM:** This Agreement shall be effective from November 13, 2025, through November 12, 2026. The Agreement may be terminated by either party upon thirty (30) days' written notice.
2. **SCOPE OF SERVICES:** MCG will provide consulting and government relations services on behalf of the City of Madeira Beach before the Florida Executive Branch, Legislative Branch, and other relevant entities concerning matters affecting the City.
3. **FEE:** The City agrees to pay MCG a monthly fee of \$4,000.00. Invoices will be issued in advance of each contract month and shall cover consulting services, including work performed by MCG's independent consultants. All invoices are due within sixty (60) days of the invoice date. A late fee of \$250 will be assessed on the 61st day if payment has not been received. Payments shall be remitted to: Myers Consulting Group, LLC, 2822 54th Avenue S, PMB #220, St. Petersburg, FL 33712
4. **EXPENSES:** Lobbyist registration fees are not included in the monthly fee specified above. Such fees will be billed separately as incurred.
5. **CONFLICT & CONFIDENTIALITY:** MCG may represent other clients on matters that involve similar issues or areas of policy interest. However, MCG will decline any engagement that would create a direct conflict of interest with the City. At this time, MCG is not aware of any such conflicts. MCG will maintain the confidentiality of all proprietary or sensitive information concerning the City's business and strategies. Likewise, the City agrees to treat as confidential any political, strategic, or analytical information shared by MCG, to the extent permitted under Florida law.
6. **REPORTING:** MCG will remain available to meet or confer with City officials and staff as needed to provide updates on activities undertaken. This includes, but is not limited to:
 - Pre-session briefings
 - Post-session summaries
 - Weekly legislative session updates
 - General availability for regularly scheduled meetings
7. **ETHICAL & LEGAL CONSIDERATIONS:** MCG agrees to comply with all applicable local, state, and federal laws, rules, and regulations governing its representation of the City, including lobbyist registration and reporting requirements under Florida Statutes §112.3215(5).

The foregoing provisions represent the standard terms of MCG's engagement. We welcome any proposed revisions and look forward to working with you. If these terms are acceptable, please sign below and return one executed copy. All services will be performed in a professional and competent manner, in full compliance with applicable law, and with due regard for the goodwill and reputation of the City of Madeira Beach.

ACCEPTED BY:
Myers Consulting Group, LLC


RJ Myers
11/14/25
Date

ACCEPTED BY:
City of Madeira Beach


City Manager
11/14/25
Date

City of Madeira Beach Billing Contact, address, and email address.

Contact: Megan Powers

Address: 300 Municipal Drive, Madeira Beach, FL 33708

Email: M.powers@madeirabeachfl.gov

**FIRST EXTENSION OF AGREEMENT AND CONTRACT FOR
MOWING AND LAWN MAINTENANCE SERVICES –
CITY CENTRE COMPLEX AND ATHLETICS FIELD**

THIS FIRST EXTENSION OF AGREEMENT AND CONTRACT FOR MOWING AND LAWN MAINTENANCE SERVICES – CITY CENTRE COMPLEX AND ATHLETICS FIELD, made and entered into on October ____, 2025, by and between the CITY OF MADEIRA BEACH, FLORIDA, a municipal corporation, hereinafter referred to as “CITY,” and NDL LLC d/b/a NATURAL DESIGNS LANDSCAPING, a Florida limited liability company, hereinafter referred to as “CONTRACTOR.”

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement and Contract for Mowing and Lawn Maintenance Services – City Centre Complex and Athletics Field dated April 1, 2022, hereinafter referred to as the “Contract,” by which CONTRACTOR provides exterior landscape maintenance and lawn care services to CITY; and

WHEREAS, the Contract, by its terms, expired on September 30, 2025; and

WHEREAS, CITY and CONTRACTOR wish to reinstate the Contract and enter into this First Extension so as to extend the term of the Contract for the first of up to two additional one-year periods.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Section 2, Term of Contract, of the Contract is hereby modified so as to extend the term thereof for the first of up to two (2) additional one-year periods. As modified, said Section 2 will provide as follows:

2. Term of Contract: Notwithstanding the actual date(s) of execution by the Parties, this Contract commenced on April 1, 2022 and expired at 11:59 p.m. on Tuesday, September 30, 2025. It shall, however, be reinstated and this First Extension will become effective on October 1, 2025 and will expire at 11:59 p.m. on September 30, 2026. CITY may renew this Contract for up to one additional one-year period upon the mutual agreement of the parties. The City Manager or Acting City Manager is hereby authorized to administratively approve and execute any of these Contract extensions so long as there is no increase in the cost or fees to be paid by CITY.

2. Except as expressly set forth herein, all of the terms, covenants and conditions of the Contract, as amended, are hereby ratified and confirmed by CITY and CONTRACTOR and each, by the execution of this First Extension of Agreement and Contract for Mowing and Lawn Maintenance Services – City Centre Complex and Athletics Field, hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF this First Extension of Agreement and Contract Mowing and Lawn Maintenance Services – City Centre Complex and Athletics Field has been signed and sealed, in duplicate, by the respective parties hereto.

DATED on 10/2/25 by the City of Madeira Beach, Florida

DATED on 10/21/2025 by NDL LLC d/b/a Natural Designs Landscaping

CITY OF MADEIRA BEACH, FLORIDA

By: 

Clint Belk
Acting City Manager

NDL LLC d/b/a Natural Designs Landscaping

By: Diane A Blase

Name: Diane A Blase, Agent for Owner

Title: _____



**Agreement and Contract for
Mowing and Lawn Maintenance Services – City Centre Complex and Athletics Field**

THIS AGREEMENT (“Contract”) is made and entered into on this 1 day of January April, 2022 (“the Effective Date”), by and between the City of Madeira Beach, a Florida municipal corporation, referred to herein as “City”, and the firm of NDL LLC d/b/a Natural Designs Landscaping, incorporated in the State of FL and registered and licensed to do business in the State of Florida (license # N/A), referred to herein as “Contractor.”

1. SCOPE OF WORK

NDL LLC d/b/a Natural Designs Landscaping (“CONTRACTOR”) agrees to diligently and timely perform the following services to the full and sole satisfaction of the City of Madeira Beach (“CITY”):

Satisfactory management and performance of exterior landscape maintenance and lawn care services located at Madeira Beach City Hall (300 Municipal Drive), the Madeira Beach Fire Department (250 Municipal Drive), the Madeira Beach Recreation Center (200 Rex Place), ROC Park (200 Rex Place), and athletics field located at 591 Tom Stuart Causeway.

- a. Landscape services shall be performed year round and shall occur weekly. Services shall be performed roughly between the hours of 7am and 5pm, Monday – Friday.
- b. The Contractor shall perform service using the appropriate labor, equipment, and materials required to maintain a 3.5”- 4” turf. The City of Madeira Beach reserves the right to curtail the mowing services during extensive rain or extended drought conditions without penalty.
- c. Trimming of plants, shrubs/hedges, and trees up to 10ft tall will be performed on an as-needed basis.
- d. Lawns bordering structures, fences, trees, utility poles, benches, memorials, etc., shall be string trimmed to match mowed lawn. Sidewalks, curbs, and other paved areas shall be edges as necessary to maintain a neat and landscaped appearance.
- e. Chemical Weed Control shall be performed on an as-needed basis. The Contractor must keep all lawns, shrub beds, ground-cover beds, graveled areas, and all other adjacent areas free of weeds at all times. Any herbicides must be applied by certified or licensed personnel.
- f. Trash and debris must be policed during the maintenance process. Responsibilities will include, but will not be limited to, the removal and disposal of all natural debris (tree limbs, dry brush, dead animals, etc.) and manmade debris. Any debris not picked up but mowed, shall be immediately cleared upon discovery.
- g. After mowing, trimming, and edging all walkways, driveways, and other pavement areas shall be blown or swept. Contractor shall rake and remove clumped grass clippings as necessary to maintain groomed appearance and promote a healthy turf.

Driving the lawn mower over sidewalk or road does not constitute "blowing or sweeping".

- h. Damage to trees, shrubs, sprinklers, benches, buildings, and other fixtures cause by mowing, edging, trimming, or weed control must be repaired by the contractor.
- i. The Contractor shall perform all work in a timely, orderly, and efficient manner satisfactory to the City of Madeira Beach. The Contractor will bill on a monthly basis and shall complete a service ticket and have the ticket signed by the site manager on completion of each site visit. All pertinent copies of completed forms shall accompany monthly invoices.
- j. Damage done to this property by acts of nature such as drought, storms, severe freeze or damages by vandalism, fire, etc. are not covered under this proposal.

2. TERM OF CONTRACT

Notwithstanding the actual date(s) of execution by the Parties, this Contract will commence on the Effective Date and the initial term shall end at 11:59 p.m. on Tuesday, September 30th 2025. The Contract may, at the City's option, be extended for up to two additional one year terms ending on September 30th 2026 and September 30th 2027.

3. BILLING AND PAYMENT

Payment for the services will only be made after the services have been performed and an itemized billing statement has been submitted on a monthly basis to the CITY. (Recreation Director), via email or US Mail, which shall specifically set forth the services performed and all billing and invoices will include dates and specific locations where the specific work was performed.

The City will process invoices received pursuant to the Florida Prompt Payment Act and any disputes as to invoices will be handled using the procedures and timelines set forth in that Act.

CONTRACTOR will furnish all equipment, materials, and labor to complete tasks in the scope of work for the sum of:

\$ 2,800.00 per month. NOTE any additional charges or fees must be pre-approved by the CITY.

4. INDEPENDENT CONTRACTOR

Contractor is an Independent Contractor and will provide all services, equipment and human resources as an Independent Contractor and not as an employee(s) of the CITY.

5. COPLIANCE WITH LAW

The laws of the State of Florida apply to any purchase made under this contract, and contractor shall comply with all local, state and federal directives, orders and laws as applicable to this contract and work performed thereunder.

City of Madeira Beach
City Hall
300 Municipal Drive
Madeira Beach FL 33708
www.madeirabeachfl.gov

6. VENUE

This Contract shall be interpreted under and its performance governed by the laws of the State of Florida. In the event of litigation between the parties, venue shall be in Pinellas County, Florida and no other place, and Florida law shall apply.

7. INDEMNIFICATION

The first \$10.00 of compensation received by the Contractor pursuant to the contract represents specific consideration for the following indemnification: Contractor shall indemnify, pay the cost of defense, including attorney's fees and will hold harmless the CITY from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor or by or in consequences of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of improvements or by or on account of any act or mission, neglect or misconduct of the said contractor or by or on account of any claim or amounts recovered under the Worker's Compensation Law or of any other laws, by-laws, ordinance, order or decree except only such injury or damage as shall have been occasioned by the sole negligence of the CITY.

8. ASSIGNMENT

The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

9. SUBCONTRACTING

Contractor does not have the right to subcontract any of the Work to be performed under this Contract without the express written approval of the City. In the event the City approves of the subcontracting of any of the Work to be performed, all approved subcontracts shall: (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to City by the terms of this Contract, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to City at the election of the City, upon termination of Contractor, (3) provide that the City will be an additional indemnified party of the subcontract, (4) provide that the City will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers' compensation, and (5) identify the City as an intended third-party beneficiary of the subcontract.

10. INSURANCE REQUIREMENTS

Prior to the time the Contractor is entitled to commence any part of the proposed project, work, or services as set forth in the Scope of Work, the Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the CITY evidence of (1) certificates of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the CITY and listing all carriers issuing said policies; and (2) a copy of each policy, including all endorsements. This insurance requirement shall remain in effect throughout the term of any contract with the CITY for the scope of work outlined in this Agreement. In addition, the CITY reserves the right to request physical evidence of the required coverage by requesting the policy declaration page. Insurance requirements shall meet the following minimum requirements:

- Worker's Compensation in at least the limits as required by law; Employer's Liability Insurance of not less than \$100,000.00 for each accident.
- Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/ Completed Operation, and Personal Injury covering the liability assumed under indemnification provisions of a contract for this RFP with limits of liability for personal injury and/or bodily injury, including death of not less than \$300,000.00 each occurrence; and property damage of not less than \$100,000.00 each occurrence. (Combined single limits of not less than \$300,000.00 each occurrence will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis and the policy shall include Broad Form Property Damage Coverage and Fire Legal Liability of not less than \$50,000.00 per occurrence unless otherwise stated by exception herein, or waived by the Public Works Director in writing.
- Comprehensive Automobile and Truck Liability covering owned, hired and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury, including death, and property damage of not less than \$100,000.00 each occurrence. (Combined single limits of not less than \$300,000.00 each occurrence will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

- Each policy shall require that 30 days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to the CITY by certified mail to the City Clerk. Proposer shall also notify the CITY in a like manner within 24 hours after receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage received by Contractor from its insurer and nothing contained herein shall absolve Contractor of this requirement to provide notice.
- Companies issuing the insurance policy or policies shall have no recourse against the CITY for payment of premiums or assessments for any deductibles which are at the sole responsibility and risk of Contractor.
- Contractor shall waive subrogation rights for loss or damage against the CITY.

11. TERMINATION

The resulting contract may be terminated by the CITY when:

The CITY wishes to terminate the contract at any time and for any other reason, upon giving thirty (30) days prior written notice to CONTRACTOR at the following address: P.O. Box 1678, Lutz, FL 33548 and email: dianeblase@ndllc.com.

This contract may be terminated by either party in the event of substantial failure to timely perform any task or obligation in accordance with the terms of this contract with, and upon delivery of, sixty (60) days prior written notice of termination to the other party giving the other party ten (10) days to cure the default.

12. COMPLIANCE WITH LAWS

Contractor's employees, agents and Subcontracts shall comply with all applicable U.S., state and local laws and regulations and union work rules in its performance of its obligations hereunder.

13. PUBLIC RECORDS

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

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, the Contractor shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.
3. The Contractor shall ensure that public records that are exempt or confidential and, therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
4. The Contractor shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and, therefore, exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be

City of Madeira Beach
City Hall
300 Municipal Drive
Madeira Beach FL 33708
www.madeirabeachfl.gov

provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

5. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request. The Contractor must provide the records to the public agency or allow the records to be inspected, copied or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.
6. If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
7. A Contractor who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.
8. If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time, and;
 - b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
 - c. The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed in this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
9. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

10. If the contractor has questions regarding the application of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at:

City of Madeira Beach
 Attn: City Clerk
 Madeira Beach, FL 33708
 727-391-9951, Ext. 231
cvanblargan@madeirabeachfl.gov

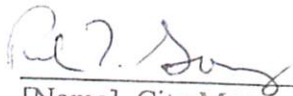
ACCEPTANCE OF CONTRACT

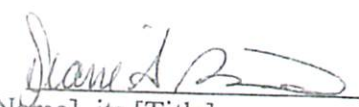
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their respective authorized officers as of the Effective Date.

City of Madeira Beach, Florida

[Type Name of Selected Contractor]

NDL LLC d/b/a Natural Designs Landscaping

By:  3-14-22
 [Name], City Manager

By: 
 [Name], its [Title]
 Diane A Blase, Agent for Owner

City of Madeira Beach
 City Hall
 300 Municipal Drive
 Madeira Beach FL 33708
www.madeirabeachfl.gov



Memorandum

Meeting Details: September 23, 2026 – Board of Commissioners Regular Workshop Meeting
Prepared For: Honorable Mayor Brooks and the Board of Commissioners
Staff Contact: Community Development Department
Subject: Resolution 2026-07, Adopting an Inventory of City Property for Affordable Housing

Background: Every three years, Section 166.0451, Florida Statutes requires each municipality by October 1st to prepare an inventory list of all real property within its jurisdiction to which the municipality holds fee simple title that is appropriate for use as affordable housing.

Discussion: Out of the 25 parcels identified in the inventory list, only 1 of these parcels could be appropriate for affordable housing. The appropriate for affordable housing parcel is in the C-4, Marine Commercial Zoning District, which requires residential dwelling units to be located above first floor commercial uses.

Fiscal Impact:

The city is not required to sell off any land if the inventory of city property for affordable housing does get adopted. The action of adopting the inventory list has no fiscal impact.

Recommendation(s):

City staff recommends the adoption of Resolution 2026-07, Adopting an Inventory of City Property for Affordable Housing.

Attachments/Corresponding Documents:

Resolution 2026-07, Adopting an Inventory of City Property for Affordable Housing

Resolution 2026-07, Exhibit A

RESOLUTION 2026-07

**A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA
ADOPTING AN INVENTORY OF CITY OWNED FEE SIMPLE PROPERTY
AND DETERMINING WHICH PUBLIC PROPERTY IS APPROPRIATE OF
USE AS AFFORDABLE HOUSING; PROVIDING FOR SEVERABILITY,
CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Section 166.0451, Florida Statutes requires each municipality by October 1, 2023, and every 3 years thereafter, to prepare an inventory list of all real property within its jurisdiction to which the municipality holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, 25 parcels of land have been identified on the Florida Public Lands Inventory for 2026 as publicly owned lands of the City of Madeira Beach; and

WHEREAS, 24 of these parcels presently serve the City of Madeira Beach for government facilities, parks, beach accesses, street ends, storm-water facilities, parking, or are presently leased to a commercial entity; and

WHEREAS, 1 of these parcels could be appropriate for affordable housing; and

WHEREAS, the appropriate for affordable housing parcel is in the Causeway Character District of the Madeira Beach Town Center Special Area Plan where residential uses are permitted; and

WHEREAS, the appropriate for affordable housing parcel is in the C-4, Marine Commercial Zoning District, which requires residential dwelling units to be located above first floor commercial uses.

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

1. The Board of Commissioners hereby adopts the inventory of city owned fee simple property, attached in Exhibit "A" and made part hereof.
2. The City of Madeira Beach Board of Commissioners concludes 1 parcel of land owned by the City of Madeira Beach could be potentially suitable for affordable housing.
3. This Resolution shall become effective immediately upon its adoption.

**INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF
THE CITY OF MADEIRA BEACH, FLORIDA, THIS ____ DAY OF _____, 2026.**

Anne-Marie Brooks
Mayor

ATTEST:

Clara VanBlargan, MMC, MSM,
City Clerk

RESOLUTION 2026-07 – EXHIBIT A

#	Address	Parcel #	Vacant/Improved	Short Legal Description	Zoning District	Future Land Use Category	Appropriate For Affordable Housing
1.	555 150th Avenue	09/31/15/00000/140/0100	Vacant	PART OF GOVT LOTS 1 & 2 IN NE 1/4 OF SEC 09-31-15 & IN NW 1/4 OF SEC 10-31-15 DESC AS FROM S LINE OF GOVT LOT 1 IN SD SEC 09-31-15 & C/L OF 150TH AVE TH N43D51'28"E 1918.18FT ALG C/L OF SD RD TH S46D08'32"E 50FT FOR POB TH S46D08'32"E 50FT TH N43D51'28"E 25FT TH S46D08'32"E 559.67FT TH N43D46'38"E	C-4, Marine Commercial	Planned Redevelopment Mixed-Use	Yes

#	Address	Parcel #	Vacant/Improved	Short Legal Description	Zoning District	Future Land Use Category	Appropriate For Affordable Housing
				331FT TH N46D08'32"W 609.2FT TH S43D51'28"W 356FT TO POB CONT 4.66AC(C)			
2.	300 Municipal Drive	09/31/15/00000/130/0100	Improved – City Hall, Library, and Rex Place Recreational Complex	CITY HALL COMPLEX DESC AS PT GOVT LOT 1, FROM SW COR OF MADEIRA BCH YACHT CLUB CONDO & E R/W OF MUNICIPAL DR TH N 118.45FT FOR POB TH CONT N 310FT (S) TH NW'LY ALG CURVE 112FT (S) TH NW'LY 200FT (S) TH W'LY 170FT (S) TO E R/W OF SECOND ST TH NE'LY 100FT TH SE'LY ALG SEAWALL 110FT TH NE'LY ALG SEAWALL 1710 FT(S) TO N	Public-Semi Public	Planned Redevelopment Mixed-Use	No

#	Address	Parcel #	Vacant/Improved	Short Legal Description	Zoning District	Future Land Use Category	Appropriate For Affordable Housing
				COR OF CONDO TH SW'LY ALG CONDO 1671.13FT TO POB & ADJ SUBM LAND ON NW CONT 19.87 AC (C)			
3.	15102 Gulf Boulevard	09/31/15/00000/130/0500	Improved – Archibald Park	MADEIRA BEACH VETS PARK BEING PT OF GOVT LOTS 1 & 2 DESC AS BEG 30FT SE OF N LINE OF GOVT LOT 2 & W R/W OF GULF BLVD TH SW'LY 290 FT (S) TO MHW TH NW'LY ALG MHW 510FT (S) TH NE'LY 320 FT (S) TO W R/W OF GULF BLVD TH SE'LY ALG GULF BLVD 225FT (S) TH SW'LY 17FT TH SE'LY 285FT (S) TO POB CONT 3.68AC (C)	R-3, Medium Density Multifamily Residential	Planned Redevelopment Mixed-Use	No

#	Address	Parcel #	Vacant/Improved	Short Legal Description	Zoning District	Future Land Use Category	Appropriate For Affordable Housing
4.	503 150 th Avenue	09/31/15/00000/140/0300	Improved – Marina and Public Works Complex	MADEIRA BEACH MARINA BEING PT GOVT LOT 1 DESC FR S LN OF GOVT LOT 1 & C/L 150TH AVE TH N44DE 1449.42FT TH S46DE 50 FT FOR POB TH N44DE 368.5FT TH S46DE 575 FT(S) TH S44DW 160FT TH S46DE 138FT TH S44DW 208.5 FT TH N46DW 710FT(S) TO POB CONT 5.74AC(C) TOGETHER WITH TIIF SLL #520011173 THRU 2/20/2013 PER O.R. 17229/553	C-4, Marine Commercial	Planned Redevelopment Mixed-Use	No

#	Address	Parcel #	Vacant/Improved	Short Legal Description	Zoning District	Future Land Use Category	Appropriate For Affordable Housing
5.	--	09/31/15/00000/140/0410	Vacant – Madeira Beach Causeway Park	PART OF SE 1/4 OF SEC DESC FR SE COR TR B MADEIRA BCH COMMERCIAL CTR RUN E 76.46 FT TH N63DE 21.34FT TH N44DE 160.76FT TH N48DE 134.76FT TH N44DE 404.97FT TH N46DW 3FT TH N44DE 243.17FT TH N43DE 66.43FT FOR POB TH N40DE 425.45FT TH N37DE 81.14FT TH N52DW 58FT TH N38DE 95.95FT TH N46DW 34.55FT TO WATER'S OF BOCA CIEGA BAY TO PT A TH RETURN TO POB TH N46DW 136.86FT TH ALG WATERS OF BOCA CIEGA	Public-Semi Public	Planned Redevelopment Mixed-Use	No

#	Address	Parcel #	Vacant/Improved	Short Legal Description	Zoning District	Future Land Use Category	Appropriate For Affordable Housing
				BAY NE'LY TO POINT A & POB CONT 1.51AC(C)			
6.	--	09/31/15/00000/410/0200	Vacant – Beach Access	BEACH ACCESS BEING A STRIP OF LAND 7.9FT WIDE LYING S OF SEAVIEW CONDO	R-3, Medium Density Multifamily Residential	Resort Facilities Medium	No
7.	--	09/31/15/34308/001/0160	Vacant – Beach Access	GULF SHORES SUB BLK A, SE'LY 20FT OF LOT 16 FOR BEACH ACCESS	R-3, Medium Density Multifamily Residential	Recreation/Open Space	No
8.	--	09/31/15/52632/000/0390	Vacant – Harbor Drive Park	LONE PALM BEACH 5TH ADD REPLAT TRACT 1	R-1, Single Family Residential	Recreation/Open Space	No
9.	--	09/31/15/52614/004/0141	1 st Street E-- Improved – Lift Station	LONE PALM BEACH 5TH ADD BLK 4, PT OF LOT 14 FOR LIFT STATION DESC BEG MOST E'LY COR	C-3 Retail Commercial	Planned Redevelopment Mixed-Use	No

#	Address	Parcel #	Vacant/Improved	Short Legal Description	Zoning District	Future Land Use Category	Appropriate For Affordable Housing
				OF LOT 14 TH S40DW 47.07FT TH N50DW 35 FT TH N40DE 35FT TH CUR LT RAD 560FT ARC 37.03FT CB S69DE 37.02FT TO POB			
10.	--	10/31/15/04482/003/0240	Vacant – Sunset Cove Park	BAY POINT ESTATES 1ST ADD PUBLIC PARK	R-1, Single Family Residential	Recreation/Open Space	No
11.	--	10/31/15/04500/002/0060	Vacant – Bay Point Drive Park	BAY POINT ESTATES 2ND ADD PARK	R-1, Single Family Residential	Recreation/Open Space	No
12.	--	10/31/15/19962/000/0561	Vacant – Island Drive Right-of-Way	CRYSTAL ISLAND S 10FT OF LOT 56	R-1, Single Family Residential	Residential Urban	No
13.	449 Lillian Dr	10/31/15/19980/000/0830	Vacant – Teardrop Park	CRYSTAL ISLAND 1ST ADD PARK AREA ON LILLIAN DR	R-1, Single Family Residential	Recreation/Open Space	No
14.	14070 Gulf Blvd	10/31/15/34344/001/0011	Kitty Stuart Park	GULF SHORES 2ND ADD BLK A, SE'ERLY 63 2/3 FT OF LOT A	R-3, Medium Density Multifamily Residential	Resort Facilities Medium	No
15.	--	10/31/15/34362/013/0210	N Bayshore Drive-- Vacant –	GULF SHORES 3RD ADD BLK M, LOT A	R-1, Single Family Residential	Recreation/Open Space	No

#	Address	Parcel #	Vacant/Improved	Short Legal Description	Zoning District	Future Land Use Category	Appropriate For Affordable Housing
			Stormwater Station				
16.	--	10/31/15/34380/016/0010	S Bayshore Dr-- Vacant – Lift Station	GULF SHORES 4TH ADD BLK P, LOT 1 LESS SE'LY 10 FT	R-1, Single Family Residential	Residential Urban	No
17.	12850 Gulf Lane	15/31/15/00000/420/0100	Vacant – John's Pass Park, parking	PARK AREA, BEING PT LOT 13 BLK 2 OF MITCHELL'S BCH & VAC SEAVIEW AVE & UPLANDS & SUBM DESC AS BEG AT S R/W OF 129TH AVE & W R/W OF GULF BLVD TH S09DE 339.84 FT TH S16DE 50.74 FT TO SEAWALL TH S45DW 332.22 FT TH NW'LY 270 FT (S) TH N45 DE 355 FT TH N45DW 50 FT TO S R/W OF 129TH AVE TH N 45DE 140 FT (S) TO POB CONT 2.55 AC (C)	R-3, Medium Density Multifamily Residential	Recreation/Open Space, Preservation	No

#	Address	Parcel #	Vacant/Improved	Short Legal Description	Zoning District	Future Land Use Category	Appropriate For Affordable Housing
18.	--	15/31/15/25632/000/0010	Vacant – John's Pass Village, parking lot	ELLEN SUB LOTS 1,2 & 3 & 1/2 OF VAC ALLEY ON SW	C-1, John's Pass Village Activity Center	Activity Center	No
19.	12928 Village Boulevard	15/31/15/58320/043/0200	Improved – Fantasy Planet Building	MITCHELL'S BEACH REVISED BLK 43, LOTS 20, 21 & 22 & 1/2 OF VAC ALLEY ON SW (LEASE W/FANTASY PLANET BEACH CO TILL 10/04)	C-1, John's Pass Village Activity Center	Activity Center	No
20.	--	15/31/15/58320/011/0010	Vacant – Parking Lot	MITCHELL'S BEACH REVISED BLK 11, LOTS 1 AND 2 LESS RD R/W	C-3, Retail Commercial	Residential/Office/Retail	No
21.	--	15/31/15/58320/003/0130	Vacant – Parking Lot	MITCHELL'S BEACH REVISED BLK 3, LOTS 13 & 14 LYING NW OF SURF SONG CONDO & LOTS 11 & 12 OF COOPERATIVE REPLAT LYING NE OF SURF SONG CONDO &	C-1, John's Pass Village Activity Center	Activity Center	No

#	Address	Parcel #	Vacant/Improved	Short Legal Description	Zoning District	Future Land Use Category	Appropriate For Affordable Housing
				VAC ALLEY BETWEEN			
22.	--	15/31/15/58320/005/0050	Vacant – Parking Lot	MITCHELL'S BEACH REVISED BLK 5, LOTS 5 AND 6 LESS RD R/W	C-1, John's Pass Village Activity Center	Activity Center	No
23.	--	15/31/15/97812/000/0270	Vacant – John's Pass Village, parking	WILLIAM'S, BILL MADEIRA HARBOR SUB LOT 27 & 1/2 OF VAC ALLEY ON SW	C-1, John's Pass Village Activity Center	Activity Center	No
24.	--	15/31/15/97848/002/0110	Vacant – Water Access on 129 th Avenue	WILLIAM'S, BILL MADEIRA HARBOR SUB 2ND ADD BLK 2, AREA LYING NE'LY OF LOT 10, PLATTED AS EASEMENT & LAND TO SEAWALL	R-2, Low Density Multifamily Residential	Residential Medium	No
25.	--	15/31/15/97866/001/0130	Vacant – Park on 129 th Avenue	WILLIAM'S, BILL MADEIRA HARBOR SUB	R-2, Low Density	Recreation/Open Space	No

#	Address	Parcel #	Vacant/Improved	Short Legal Description	Zoning District	Future Land Use Category	Appropriate For Affordable Housing
				3RD ADD BLK 1, PARK AREA LYING E OF LOT 12	Multifamily Residential		



Memorandum

Meeting Details: September 23, 2026 – Board of Commissioners Regular Workshop Meeting
Prepared For: Honorable Mayor Brooks and the Board of Commissioners
Staff Contact: Community Development Department
Subject: Resolution 2026-08, Affordable Housing Property Tax Exemption

Background: The Live Local Act created a new affordable housing property tax exemption (called the “missing middle” property tax exemption or “Multifamily Middle Market” exemption) that provides two different tiers of exemptions for developments that have 71 or more affordable units to households that earn up to 120% of the Area Median Income (AMI). The City of Madeira Beach is situated within a large county with a population of 825,000 or more, meets the statistical and administrative requirements to opt out from providing the 80-120% AMI missing middle property tax exemption as afforded by Florida Statute 196.1978(3)(o).

Discussion: The resolution is for the City of Madeira Beach, as afforded by Florida Statute 196.1978(3)(o), to opt out from providing the 80-120% AMI missing middle property tax exemption to developments that would otherwise qualify. To continue to opt out of this property tax exemption requires the city to adopt a new resolution every year.

Fiscal Impact:

Opting out of this property tax exemption would not have a fiscal impact on the city.

Recommendation(s):

City staff recommends the adoption of Resolution 2026-08, Affordable Housing Property Tax Exemption.

Attachments/Corresponding Documents:

Resolution 2026-08, Affordable Housing Property Tax Exemption

RESOLUTION 2026-08

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, OPTING OUT OF PROVIDING THE 80-120% AMI “MISSING MIDDLE” PROPERTY TAX EXEMPTION TO DEVELOPMENTS THAT WOULD OTHERWISE QUALIFY PURSUANT TO FLORIDA STATUTE 196.1978(3)(O); AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the Live Local Act created a new affordable housing property tax exemption (called the “missing middle” property tax exemption or “Multifamily Middle Market” exemption) that provides two different tiers of exemptions for developments that have 71 or more affordable units to households that earn up to 120% of the Area Median Income (AMI); and

WHEREAS, units within an eligible development that serve households between 80-120% AMI can receive a 75% property tax exemption and units that serve households below 80% AMI can receive a 100% property tax exemption; and

WHEREAS, beginning with the 2025 tax roll, Section 196.1978(3)(o) grants taxing authorities the ability to opt out from providing the 80-120% AMI “missing middle” property tax exemption to developments within their jurisdiction that would otherwise qualify; and

WHEREAS, to be eligible for this opt out, taxing authorities would be required to meet certain statistical and administrative requirements. Conditions that must be met for a taxing authority to opt out from providing the 80-120% AMI missing middle property tax exemption include the following:

- The taxing authority must be in a county in which the number of affordable and available units for households at or below 120% AMI is greater than the number of households at that income level, as determined by the most recent Shimberg Center for Housing Studies Annual Report.
- An ordinance or resolution to opt out from providing the property tax exemption must be approved by a two-thirds vote of the local governing body.
- The ordinance or resolution must be renewed annually by January 1.
- Any properties within an opting out jurisdiction that were previously approved for the property tax exemption would be allowed to continue to benefit from the exemption.

WHEREAS, to help forecast the possible use of this new opt-out policy throughout the state, charts recently published by the Shimberg Center for Housing Studies Annual

Report provide a breakdown of counties in which taxing authorities would or would not be eligible to pursue the opt out; and

WHEREAS, the counties are grouped according to size designations that are determined by the Shimberg Center to gauge need and are also used by the Florida Housing Finance Corporation to determine how to statewide affordable housing funding resources are allocated. Large counties have populations of 825,000 or more, medium-sized counties have a population between 100,001-824,999, and small counties populations of 100,000 or less; and

WHEREAS, the City of Madeira Beach, situated within a large county with a population of 825,000 or more, meets the statistical and administrative requirements and wishes to opt out from providing the 80-120% AMI missing middle property tax exemption as afforded by Florida Statute 196.1978(3)(o).

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

Section 1. That the City of Madeira Beach, as afforded by Florida Statute 196.1978(3)(o), hereby opts out from providing the 80-120% AMI missing middle property tax exemption to developments that would otherwise qualify.

Section 2. That this Resolution shall become effective on January 1, 2027.

INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS ____ DAY OF _____, 2026.

Ann-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk



MEMORANDUM

TO: Hon. Mayor and Board of Commissioners
THROUGH: Michael Helfrich, City Manager
FROM: Clint Belk, Fire Chief
DATE: September 23, 2026
RE: Fire Assessment Fee Presentation

Background

With Amendment 3, which relates to property tax reform, appearing on the November ballot, the City should begin discussing potential options for funding essential public services, including public safety, should changes to property tax revenues occur.

To facilitate this discussion, Chris Roe of Bryant Miller Olive P.A. will provide a presentation regarding the use of a fire assessment fee. The presentation will address the legal authority for such a fee, available implementation options, and the process for establishing a fire assessment program.

This presentation is for informational purposes only. No decisions have been made regarding the implementation of a fire assessment fee. Rather, the presentation is intended to provide the Commission with information and encourage a proactive discussion about future funding options to ensure that the residents and visitors of Madeira Beach continue to receive the high level of public safety services they expect.

Fiscal Impact

There is no fiscal impact associated with this agenda item. Any potential fiscal impacts related to a fire assessment fee would be evaluated and presented for Commission consideration if the City elects to pursue that option in the future.

Recommendation

No action is required. This item is presented for informational purposes and Commission discussion.

Attachment(s):

