



**BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
Wednesday, August 13, 2025 at 6:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708**

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

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

A. Check Presentation - PCSO Explorer Post

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.](#) 07-09-2025, BOC Regular Meeting Minutes
- [B.](#) 07-23-2025, BOC Budget Workshop Meeting Minutes
- [C.](#) 07-23-2025, BOC Special Meeting Minutes
- [D.](#) 07-23-2025, BOC Regular Workshop Meeting Minutes

9. CONSENT AGENDA

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

- [A.](#) Approve FY 2026 Gulf Beaches Public Library Annual Budget
- [B.](#) Approve FY 2026 PCSO Annual Law Enforcement Services Contract
- [C.](#) 2026 John Deere Gator Purchase
- [D.](#) TruVac Trailer Purchase
- [E.](#) Interlocal Agreement with Thompson Consulting Services for Debris Monitoring
- [F.](#) Pinellas County Joint Participation Agreement Area 5
- [G.](#) Area 3 Construction Engineering Inspection (CEI) Approval

10. PUBLIC HEARINGS

- [A.](#) Ordinance 2025-14: Amendments to Chapter 14., Article IV, Elevation and Relocation of Structures; 2nd Reading and Public Hearing
- [B.](#) ABP 2025-04 Corner Kitchen and Coffee House

11. UNFINISHED BUSINESS

- [A.](#) Scott Holcomb Request for Special Magistrate Fine Reduction - 572 Johns Pass Avenue
- [B.](#) Hurricane Damage Update – Community Development Ground Floor Assessment
- [C.](#) Hurricane Damage Assessment - Current Status
- [D.](#) 2025 Seafood Festival Recap

12. CONTRACTS/AGREEMENTS

- [A.](#) Special Event Agreement – ROC Park – Drop Dead Beach Bash
- [B.](#) Agreement to Purchase Property at 50 153rd Ave

13. NEW BUSINESS

- [A.](#) Resolution 2025-08 (Plat Approvals)
- [B.](#) 2026 FL Legislative Session - Discuss/Review Priorities

14. AGENDA SETTING (August 27, 2025, BOC Regular Workshop; 6:00 p.m.)

- A. Terrain Modification Update
- B. Building Permit Fees - Waiver review and possible extension
- C. America 250
- D. Frontier Communications Infrastructure Repair/Removal
- E. Noise Ordinance
- F. FDOT Debris Staging Agreement

15. REPORTS/CORRESPONDENCE - *This section is set aside for standing reports from Commission members to provide a status report based upon their attendance or representation of the City at various governmental boards and agencies. It also provides for the City Manager, City Clerk, and City Attorney to make reports, announcements, and provide updates on current topics.*

- [A.](#) Board of Commissioners - 2025 BOC Meetings Schedule
- [B.](#) Board of Commissioners - 2026 BOC Meetings Schedule
- C. Board of Commissioners - Reports/Correspondence
- D. City Attorney
- [E.](#) City Clerk - Board of Commissioners Meetings Report - January 1, 2025 - July 31, 2025
- [F.](#) City Manager's Report - July 2025

16. RESPOND TO PUBLIC COMMENTS/QUESTIONS - *This section is reserved to address public comments and/or answer questions raised at the beginning of the workshop or regular Commission meeting during Public Comment.*

17. ADJOURNMENT

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

Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon

which the appeal is to be based. The law does not require the minutes to be transcribed verbatim; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Clerk at 727-391-9951, ext. 231 or 232 or email a written request to cvanblargan@madeirabeachfl.gov.



MINUTES
BOARD OF COMMISSIONERS
REGULAR MEETING
JULY 9, 2025
6:00 p.m.

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on July 9, 2025, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

MEMBERS ABSENT: David Tagliarini, Commissioner District 1

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

1. CALL TO ORDER

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

2. INVOCATION AND PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

4. APPROVAL OF THE AGENDA

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

ROLL CALL:

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

Mayor Brooks

"YES"

The motion carried 4-0.

5. PROCLAMATIONS

Mayor Brooks read a proclamation declaring the month of July 2025 as Parks and Recreation Month. Recreation Director Jay Hatch accepted the proclamation.

6. PRESENTATIONS

A. Mosquito Control & Vegetation Management – Pinellas County

Caroline Scott, Senior Environmental Specialist with Pinellas County Mosquito Control and Vegetation Management, gave a PowerPoint presentation on mosquito control, how they do it, and how to protect yourself from mosquito bites and mosquito-borne diseases.

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

Commissioner Ghovae asked if mosquitoes were seasonal. Ms. Scott said they are year-round, so the threat is always there.

Commissioner McGeehen asked if the county dropped dragonflies. Ms. Scott explained they did not.

Vice Mayor Kerr asked if citronella candles had helped. Ms. Scott recommended a spatial repellent such as Thermacell. They are advertised for a 15-foot to 20-foot range and will cover a much greater area than the citronella candles.

Vice Mayor Kerr asked if they could spray the areas in the City where mosquitoes are an issue. Alissa Berro, Section Manager with Pinellas County Mosquito Control and Vegetation Management, said they do have some bad pools that are mixed in. She explained that they must be allowed access to properties to perform treatments. They put out information and door hangers. If they believe there is a public health threat, they can start a process to show it, but it is a lengthy process that does not occur quickly. They have to speak directly to the property owner for permission. The Vice Mayor asked if there is an online sign-up. Ms. Berro said it is through a service request on their website.

Mayor Brooks said they received a flyer and asked if property owners could call the phone number listed on it to make a service request. Ms. Berro said yes. They can also communicate through other means, such as by email. The Mayor asked if the City had to be a party to the request, and Ms. Berro replied that it did not.

B. Preparing Your Organization for a Major Hurricane – Mayor Brooks

Mayor Brooks said the PowerPoint presentation in the packet is the same document provided at their recent Big-C meeting. She received responses to her questions from the City Manager that she requested for the meeting. She used the following information to respond to slides in the presentation:

Before: Insurance Coverages & Provisions

- The City's deductible for a non-hurricane, non-flood is \$2,500
- The deductible for a named storm is 5% and is subject to a \$35,000 minimum
- The deductible for flood is \$2,500 with the exception of zones A, V, and excess of NFIP, whether purchased or not
- The City has blanket coverage, not specified coverage
- The City has the following important coverage provisions:
 - Extra expenses of \$1 million
 - Business interruption of \$500,000
 - The PITO is provided automatically within 1,000 feet of a covered location
 - The City is covered for inland marine
 - \$250,000 mitigation coverage
- The City is covered through NFIP for flood coverage

Before: Valuations and Placement

- The City's last appraisal was done in 2021 (every 3-4 years is recommended)
- The City does an annual valuation trend
- A full appraisal will be completed in 2026 by Centurisk at no risk to the City
- The values are nominally adjusted annually

Before: Develop your COOP (Continuity of Operations Plan)

- The City has a very well-written Emergency Operations Plan, which the Board recently approved
- It is very detailed and clearly covers everything

Before: Pre-Storm To Do List

- The City's EOP gives very detailed information on the roles and responsibilities of pre- and post-storm
- The Public Works Department has a detailed checklist that it follows
- They have disaster contracts in place
- The emergency contact list is included in the EOP

During: Activate Continuity of Operations Plans

- The City plans for possible challenges and adjusts as needed

During: Communication (Internal/External)

- They do not have a dedicated PIO, and she hopes they hire one in the next fiscal year
- Staff added different means of communication, and they continue to look for better ways to communicate with the public.

During: Monitor the Status of the Event

- There are a lot of things to monitor
- The City Manager and the Fire Chief knew their roles and responsibilities well

During: Complete Preparedness Activities Pre-Landfall

- All are listed in the Emergency Operations Plan

After: Damage Assessment & Claims Reporting

- City staff, as a collaborative effort, assessed the city property and community as a whole

After: Mitigate Property Damage

- City staff got in quickly to clean up what they could

After: Operational Resumption

- The City relocated a lot of services quickly

After: Insurance Claim Workflows

- The insurance claims are with FEMA, and it is a lot of work to go through

After: Permanent Repairs

- Timeframe expectation is 30 days to one year. It is a very time-consuming process because we are a coastal community

After: FEMA 101

- Each event has its own unique set of circumstances

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

Vice Mayor Kerr said he did not realize that insurance is a big part. He thought it would be only FEMA. The Mayor said it is some of both.

The City Manager said he would provide an update at the next meeting on the amount paid out thus far from insurance. The insurance coverage is reviewed annually at their recommendation.

Commissioner Ghovae commended the City staff for their work and dedication following the hurricanes.

Commissioner McGeehen thanked City staff. He recommended that residents hire a licensed contractor to do the work.

Mayor Brooks said that three of the recreation employees assisted in Community Development after the hurricanes and received training. Two of them were hired in that department. The City Clerk hired one of the recreation department employees who assisted her office during that time.

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It was wonderful to see how the staff came together and helped one another. Commissioner McGeehen thanked the volunteers who helped distribute supplies. The Mayor thought it was amazing how fire departments from all over the state came to help and give support.

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

7. PUBLIC COMMENT

There were no public comments.

8. APPROVAL OF MINUTES

- A. 2025-06-11, BOC Regular Meeting Minutes**
- B. 2025-06-25, BOC Budget Workshop Meeting Minutes**
- C. 2025-06-25, BOC Regular Workshop Meeting Minutes**

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

ROLL CALL:

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

The motion carried 4-0.

9. CONSENT AGENDA

10. PUBLIC HEARINGS

There were no public hearings.

11. UNFINISHED BUSINESS

A. Resolution 2025-04, Ceremonial Items Policy

City Attorney Tom Trask read Resolution 2025-04 by title only:

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A CEREMONIAL ITEMS POLICY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

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The City Attorney reviewed the item.

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

Commissioner Ghovae motioned to adopt Resolution 2025-04, Ceremonial Items Policy. Vice Mayor Kerr seconded the motion.

ROLL CALL:

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

The motion carried 4-0.

B. Ford F250 Crew Cab XL Purchase – 2024

The City Manager reviewed the item and apologized for misstating the information about the tires at the workshop. Going forward, they will make better decisions and provide detailed information when presenting items. The purchase will include what they will be doing in addition to the purchase, as well as the associated costs.

Director Hatch also apologized for his misstatements about the tires. The tires were powder-coated for rust protection, allowing them to be used for as long as possible.

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

Vice Mayor Kerr requested that the staff do a better job and provide more details in the agenda. The additional modifications made to the truck after purchase had a significant impact on the price. The additional amount spent was a substantial difference.

Commissioner McGeehen said they needed to be more accountable for the cost and provide more detailed descriptions of the cost. He asked if they needed the 360-degree camera package for \$1,064.28. Director Hatch said he was unsure how it was itemized, but most vehicles come with a rear camera. It is for safety.

Commissioner Ghovae asked whose idea it was to beef up the truck, when they realized the total cost, and who approved it. Director Hatch said it was their intention when purchasing the truck to do as they did. They did not want to limit themselves to the purchase but wanted to make sure they took care of it in the long run.

Commissioner Ghovae inquired whether additional costs would be presented to the Board in the future when making truck purchases. The City Manager said the details would be provided, but

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they must be reasonable. They need to be responsible for the money they spend on goods and services.

Mayor Brooks said the issue is about transparency, a topic she has frequently discussed. Because a City logo was not put on the truck, she inquired about it. It was overspending. The challenge was that when they budgeted \$65,000 for a vehicle and spent almost \$70,000, it resulted in overspending, which necessitated a budget amendment. The information about the budget amendment should have been communicated to them before the purchase. When they approve a dollar value, that is what they should have spent. That should have been approved, which is the purpose of the Commission, and to approve the budget and the spending.

Mayor Brooks said the City Manager shared with her that hundreds of people reached out to him after the last meeting, expressing their unhappiness with her bringing up the subject and her manner of speaking. She did not feel that she had spoken out of turn, and she was frustrated that the information she was sharing was not accurate. She hoped that those who were unhappy with what she said or did would reach out to her. She wants it to be customary that things come to the Commission.

Mayor Brooks said she would like to know how many vehicles the City has with powder-coated wheels, which she does not consider necessary, and the procedure for having that done. She would also like to know the same information for the tinted windows, including the policy regarding them, as well as the reason for their very dark tint.

Commissioner Ghovae said it is about transparency. The Board is responsible for the budget and spending, and they would like the residents to know that they are fulfilling their purpose.

Mayor Brooks said she appreciated the position Director Hatch brought tonight. She feels that he will include everything next time. She will ask more questions when items come to them. The City Manager said they will provide the details to the Board.

Commissioner McGeehen said it is a lesson learned, and they can learn from it.

C. Discussion: Proposed Ordinance 2025-14, Amendment to Chapter 14, Article IV – Moving of Structures

Community Development Director Jenny Silver distributed information to the Board regarding encroachments and setbacks, as well as the edits to the packet material and the permits received for elevating a home and adding a balcony.

Marci Forbes, Community Development Engineer, said that the goal and objective are to provide some relief in reviewing permits for elevation projects, as many existing structures were built with setbacks that now do not allow for proper access and usage. They added verbiage to help allow for it.

Vice Mayor Kerr asked if they were required to bring the item to the Planning Commission. Director Silver said there was no requirement, but they did bring it to the Planning Commission this week, and the Commission was in support.

Ms. Forbes gave a PowerPoint presentation of the examples of the permits and plans they received to elevate a home and add a balcony. They aim to have a reasonable compromise that will preserve the structural integrity of the existing frame and enable the homeowner to make reasonable use of their property.

Ms. Forbes said that building officials from other cities are facing the same issue. Mayor Brooks asked if the City's setback rules were more stringent than other cities. Ms. Forbes did not know.

Mayor Brooks opened to public comment.

Bren Simi, 14024 Vivian Drive, thanked the City for the effort they are putting into helping. He said that 10 feet gives flexibility and is a reasonable consideration.

The Board discussed setbacks and the size of the balcony, noting that many homes are non-conforming. Director Silver said that the proposed ordinance is written to measure from the front face of the building, rather than from the property line at the front. Ms. Forbes said there are no front-yard encroachment caveats in the current code. But there are in the rear for the second floor and above.

Mayor Brooks asked if the information presented tonight would benefit the community, and if it was the intention to determine what they wanted to do and bring something back in two weeks for first reading. Director Silver said that is what they hoped to do.

The Board scheduled a special meeting for 4:00 p.m. on July 23, followed by the budget meeting.

Commissioner Ghovae said some cities do not consider an open stairway a structure that would not require setbacks from the property lines. He would be okay with 6 feet because 4 feet would not be reasonable.

Ms. Forbes asked if they would want to allow the property owners to have a balcony the full length of the house or limit the size. Mayor Brooks said that if it were her house, she would want it to be full-length. It would be more attractive to look at. Ms. Forbes said they need to be precise with the rules for the rear of the house. The changes would only apply to the restraints and restrictions of elevated homes.

Director Silver asked Vice Mayor Kerr if he had mentioned 10 feet from the back. He said yes.

12. CONTRACTS/AGREEMENTS

There were no contracts or agreements.

13. NEW BUSINESS

A. Edward Byrne Memorial Justice Grant, Pinellas County, Support Letter

The City Manager said that the City received a request from the Pinellas County Department of Human Services to approve and submit a letter for the distribution of funds for the Edward Byrne Memorial Justice Assistance Grant. They have done it in the past.

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

Vice Mayor Kerr motioned to support the Edward Byrne Memorial Justice Assistance Grant by providing the support letter. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 4-0.

14. AGENDA SETTING (July 23, 2025 BOC Regular Workshop: 6:00 p.m.)

- A. Impact Fees (first item on the agenda)
- B. Special Magistrate Lien – 572 Johns Pass Dr.
- C. John's Pass Dredging Update
- D. Murals at John's Pass Park, Marina, Recreation
- E. Nonconformances and Open Sky Ordinances
- F. Post-Storm Update – FEMA, FDEP, Permitting, Department Updates
- G. Sanitation Ordinance – dumpster enclosures
- H. TruBack Trailer Purchase

Added Items

City Manager:

- FDEP Resiliency Grant (City Manager)
- Integris Chief Information Security Officer (City Manager)

Mayor Brooks:

- Jetty Update
- Letter to the State for the Marina
- The Code Enforcement on the sunken boats
- The pools that are green

- Strategic Planning

Mayor Brooks asked for an updated damage assessment book.

Commissioner McGeehen:

- The Sheriff's Department to talk about EV bicycles and what the rules and regulations are for those

Commissioner Ghovae

- The resurfacing and repair of 150th by FDOT
- Ceremonial items – how to encourage people to tap into that
- Update on the start of construction for the Honors Court

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

REPORTS/CORRESPONDENCE

A. Board of Commissioners Meeting Schedule 2025

The Board of Commissioners meeting schedule for 2025 will include a special meeting on July 23. The City Manager said that he will inform them of the date and time of the special meeting, and that a proposed 2026 meeting schedule will be presented to the Board at the July 23 BOC workshop.

B. City Clerk - Board of Commissioners Meetings Report, January 1, 2025 – June 30, 2025

The City Clerk said she had updated the report to June 30. It is a Board of Commissioners report, so if the Board would like any changes or additions, she would be happy to include them. The Mayor said the Commission report is a good way to look up things.

Click the link to see a copy of the Report: [Board of Commissioners Meetings Report, January 1, 2025 – June 30, 2025](#)

C. Board of Commissioners Correspondence

Vice Mayor Kerr thanked the presenters from Pinellas County Mosquito Control for a great presentation.

D. City Attorney

The City Attorney said that he had received information from the attorneys handling the fire station litigation. All the settlement proceeds have been received. On Monday, he asked the paralegal of the attorney handling that when the City would receive those funds, but he had not received a

response to that email. Hopefully, within the next couple of days, the City will receive the money. He will let the Board know when they have the money in hand.

E. City Manager's Report – June 2025

The City Manager went through some of the highlights for June 2025:

- They are still in the rebuilding phase from the two storms that hit in the fall or at the end of summer. They continue to assist residents and property owners in returning to their homes, which is a priority. They address the issue every day when staff are working. They also discuss it at the Board of Commissioners meetings.
- The importance of public communication with the City through various ways, such as the City's website, via email, by phone, in person at City Hall, and by attending the meetings.
- The importance of people staying hydrated through the summer.
- Consider the weather before going outside, as something unexpected could happen within a matter of seconds. Two weeks ago, there was hail and wind, and a couple of people got caught outside in it.
- Some of the activities that were held included the two grand openings the City held, as Commissioner Ghovae had mentioned, the monthly clean-up that the trash pirates help coordinate on the first Saturday of every month, the 5K run at recreation, and a couple of youth softball tournaments.
- Reminders of upcoming activities, including City meetings. They encourage people to sign up through the City's website by subscribing, allowing them to receive the City's email updates, which provide information on upcoming events, meetings, and activities.
- They celebrated the groundbreaking related to weather and the fact that they are in hurricane season. They do have a page through their Thor Guard weather station that is located on top of the recreation center. The website is included in the report, and by clicking on it, you will get an update on the weather above us. They used it quite a bit on July 3rd when there were a few thousand people here.
- They go through several pages reminding people that we are in hurricane season. He encouraged everyone to please take a Pinellas County Hurricane Guide with them. They have some in this building and the library.
- A reminder of the Ready Pinellas Emergency Planning Mobile App. It provides information on emergencies, weather updates, and road closures that may be impacting major roads.
- They get questions this time of year, such as why the City is not picking up the seaweed on the sand. As explained in the report, they are only allowed to pick up a little of it because it is part of the ecosystem. It has useful purposes, including serving as a source of food for various land and aquatic life. That is why it gets washed up and then washed away.
- There is an update on the City's visioning. Their contractor, the consulting firm, Kimley-Horne, should complete that over the next month.
- They are having a public meeting on July 22nd in the Commission chambers to go over any questions that any resident, property owner, or business may have about their community development and the planning and zoning. They will also provide an update on the City's master plan, which they hope to adopt over the next few months.

- They go into discussing the budget, a little of the process, and where they are, which they cover in the workshops. It includes a listing of millage rates from last year. Right now, cities, the county, other taxing authorities, and special districts are setting their budgets and millage rates for the upcoming year. You can see how the City compares to other cities. Some cities and towns are smaller, while others are larger, such as Clearwater and St. Petersburg.
- It includes some of the impacts of the storm on the City's revenue and budget that they discussed at the workshops, so people have some idea, including information on the emergency bridge loan request they set forward. The preliminary budget outlines the City's planned expenditures for the upcoming fiscal year. The two final public hearings, when the Commission adopts the budget and millage rate, will be held on September 10th and September 24th.
- Information on financial transparency. It shows information on the City's website through their financial software, Aclarian. People can view the amount of money the City has already received, including inflows and revenues, as well as the expenditures made by the City and the corresponding outflows. It lists the payments that the City has made.
- Reminders to help keep the sand and beach clean and litter-free. Keep the pets at home. No e-bikes or non-motorized bikes are permitted on the sand. No glass. No smoking other than cigars that are allowed on the sand and beach. They constantly remind people of that.
- There are reminders from sanitation about the trash and garbage collection, recycling, and debris pickup post-storm.
- They remind everyone to prepare, as they are in hurricane season. Hopefully, they do not have another flood or very large wind event, but it is a good idea to prepare your house and get everything ready for the summer. Even a quick thunderstorm can knock a tree over or move branches, etc.
- Wednesday is the City's brush pickup, as well as larger items or bulk items. Then there is the weekly recycling.
- A reminder of stormwater. Through our public works and stormwater funds of exactly how runoff can end and how it helps keep properties and yards free of various pollutants that can eventually make their way to the Gulf and to the bay.
- Public Works gives some updates on the City's projects. At the workshop, they will provide updates on the start times for the street ends, the Court of Honor, and the road project at 140th and Pruitt, which is referred to as Area 3. That project has begun, but they will provide start dates on the others. Although the Court of Honor project has a tentative schedule, updates will be provided.
- Recap of the completion of the beach groin restoration project to reinforce and restrengthen the beach groins.
- A link is included to the Fire Department Annual Report for Calendar Year 2024. It shows information on activities from calendar year 2024. The majority of their responses were for medical and fire incidents, and the average response time.
- The Marina shows updates on post-storm. They have completed most of the repairs, with the final task being the installation of the power pedestals, which is currently underway.

- At the next workshop, they will look at murals. It shows an example of what one might look like if approved. There will be more updates coming regarding revenue for the Marina. They didn't get it in for the report in time.
- For parking, they are reminding the residents that they can obtain up to three vehicles that can be registered and the ability to park for free at the City parking spaces. It shows the parking revenue for June 2025. In June, they collected the largest amount of parking fees in a single month. They had increased the hourly parking fee back in October from \$3 to \$4 an hour. Compared to others nearby, they are comfortable with the City's charges. The others are the same or slightly higher.
- A reminder of the Gulf Beaches Public Library and the services they offer, including downloading materials and checking out museum passes.
- The upcoming events and meetings through the month of July.

Director Hatch provided a detailed recap of the July 3rd event. The event faced challenges due to rain, but it was successfully managed with the community's support.

Mayor Brooks said, despite the weather, the show was great.

The City Manager said that as time goes on, they will upgrade the report a little. They will have more data to share each month, such as revenue and expenses. It is sometimes difficult to meet the agenda deadline to include all the statistics.

Mayor Brooks said that the correct location for the "Conversations with the Mayor" event is the Friendly Fisherman Restaurant, not at City Hall. The City Manager said the report came out right before they changed it.

Conversations with the Mayor
Wednesday, July 16, 2025; 12:00 p.m.
Friendly Fisherman Restaurant in Johns Pass Village & Boardwalk.

Click the link to see a copy of the City Manager's Report – June 2025, which includes the date, time, and correct location of the Conversations with the Mayor.

<https://portal.laserfiche.com/Portal/DocView.aspx?id=59753&repo=r-a9b9ccd6&preview=EQ9FtF2&ref=designer>

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

15. RESPOND TO PUBLIC COMMENTS/QUESTIONS

There were no response to public comments and questions.

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

16. ADJOURNMENT

Mayor Brooks adjourned the meeting at 8:25 p.m.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

DRAFT



MINUTES
BOARD OF COMMISSIONERS
BUDGET WORKSHOP MEETING
JULY 23, 2025
4:00 P.M.

The City of Madeira Beach Board of Commissioners held a budget workshop meeting at 4:00 p.m. on July 23, 2025 in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

MEMBERS ABSENT:

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

1. CALL TO ORDER

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

2. ROLL CALL

The City Clerk called the roll. All were present.

3. PUBLIC COMMENT

There were no public in attendance.

4. DISCUSSION ITEMS

A. Budget Workshop #5 – July 2025 Presentation

The City Manager said that they will hold one more budget workshop in August and two public hearings on September 10 and September 24 to adopt the FY 2026 millage rate and the budget.

Mr. Laflin said they would review historical current year-to-date data to see where they are. It is similar to what they have presented in past presentations, especially for revenues and revenue

accounts that could have been affected by the hurricanes. They conducted an analysis to show their year-to-date performance through January, then through March, and now year-to-date through June across various revenue accounts. He reviewed the year-to-date expenditures by department, as well as the current status of damage assessments and the progress made on renovations and repairs for facilities, buildings, infrastructure, equipment, and vehicles. There have been some minor changes to the FY 2026 budget since the last workshop, which are summarized on the pages.

Mr. Laflin apologized for not including the ad valorem tax analysis in the published agenda packet. He will provide it in paper and on the screen. The Board did not have the opportunity to review it before the meeting.

I. Revenue & Expense Analysis – Through March 2025

- Ad Valorem Taxes – October – May for Fiscal Year 2023, 2024, and 2025.
- Non-Exchange Revenues – Other Taxes, Franchise Fees, State Shared Revenues: October – May for Fiscal Year 2023, 2024, and 2025.
- Building & Planning Revenues: October – May for Fiscal Year 2023, 2024, and 2025
- Fees for Services: October – May for Fiscal Year 2023, 2024, and 2025
- Parking Related Revenues - October – May for Fiscal Year 2023, 2024, and 2025
- October – June Revenue Comparison – Detailed List FY 2023, 2024, 2025
- October – May Revenue Comparison – Detailed List FY 2023, 2024, 2025
- Budget Versus Actual Analysis – Expenses By Department FY 2025 YTD (Thru Mid-July)
- Comparison of Hurricane-Related Expenses Incurred from Hurricanes Helene and Milton

Mr. Laflin said the tax refund hit had not been as significant as initially feared. Collections from October through June have been improving from FY 2023 to FY 2024 to FY 2025.

- He reviewed the year-to-date revenue accounts, including those affected by hurricanes.
- He discussed the impact of hurricanes on property tax valuation and potential revenue loss, as well as the effects on building and planning revenues, contractual services, and parking revenues.
- He highlighted non-exchange revenues, including franchise fees, state shared revenues, and local option fuel taxes.

Mr. Laflin said they went through the application process for the lost revenue for the emergency bridge loan program, which is interest-free. The proposed amount of lost revenue was slightly over \$3.1 million. He hopes to hear back from that soon.

II. YTD Hurricane Related Expenses

- Helene Expenses Incurred – Largest Vendors
- Milton Expenses Incurred – Largest Vendors

III. Damage Assessment – Current Status

- Damage Assessment – Current Status
- Damage Assessment – Land & Infrastructure
- Damage Assessment – Facilities
- Damage Assessment – Vehicles
- Damage Assessment – Equipment
- Insurance Proceeds – Payment Detail

Mr. Laflin reviewed the hurricane-related expenses and the damage assessment's current status.

Mayor Brooks said the original budget for non-departmental was \$2.5 million, and the revised budget is \$17.5 million. She asked if that was because of the hurricanes. Mr. Laflin said they executed a budget amendment. In non-departmental, there is an account called disaster-related expenses. That is where most disaster-related expenses are charged, as they do not relate to any other department specifically. The other big one is Fire EMS, which is for the build-out of the Redington fire station.

Mayor Brooks asked if there were any items not covered by the insurance that FEMA would cover. The City Manager said they submitted it to FEMA, but they will not know until they hear back from them.

Mr. Laflin said the largest expenditures from Hurricane Helene were for debris hauling. The document shows the amount paid to each vendor and the purpose of the payment. For Hurricane Milton, the document outlines the largest expenditures and their respective purposes.

Mr. Laflin explained the current damage assessment status for land and infrastructure, facilities, vehicles, equipment, and the payment details. It shows some of the insurance proceeds received.

Mayor Brooks said they will be discussing the assessment of damage to facilities at the next workshop meeting under the hurricane update on related repairs. She had asked for an update on all the projects at the next workshop. The money aspect is not what she is concerned with, but rather the current state of the repairs. Mr. Laflin said they could go over the financial aspect of the facility damage assessment and the other at the next workshop meeting. He explained what reimbursements they received from insurance and FEMA so far for everything submitted.

Vice Mayor Kerr asked if there are no insurance proceeds shown on a line item, they do not expect to receive any. Mr. Laflin said he was unsure about the expectation, but they are working with the insurance carrier and providing them with the necessary information.

IV. Added Item not included in the published/posted agenda packet.

Mr. Laflin distributed paper copies to the Commission of the FY 2026 Budget Workshop #5 Ad Valorem – July 2025 document. He explained the information.

The City Manager displayed, referenced, and spoke about the Estimated Taxable Value Increase (%), shown on p. 24 of 52 of June 6, 2025, Pinellas County Property Appraiser's Office presentation on property valuations documents.

V. Millage Rate Summary

- Millage Rate
 - Current Rate 2.7500
 - Rolled Back Rate 2.8581
 - Majority Vote Maximum Rate Allowed 2.9870
 - Two-Thirds Vote Maximum Rate Allowed 3.2857
- 2025-26 Taxable Value Estimate (as of 6/29/25)
 - Current Rate \$2,091,377,138
 - Rolled Back Rate \$2,091,377,138
 - Majority Vote Maximum Rate Allowed \$2,091,377,138
 - Two-Thirds Vote Maximum Rate Allowed \$2,091,377,138
- 2025-26 Projected Ad Valorem Revenues
 - Current Rate \$5,463,723
 - Rolled Back Rate \$5,678,497
 - Majority Vote Maximum Rate Allowed \$5,934,596
 - Two-Thirds Vote Maximum Rate Allowed \$6,528,056
- Increase (Decrease) from FY 2025
 - Current Rate \$(316,938)
 - Rolled Back Rate \$(102, 164)
 - Majority Vote Maximum Rate Allowed \$153, 936
 - Two-Thirds Vote Maximum Rate Allowed \$747,395
- Millage Rate
 - Homeowner A 2.7500
 - Homeowner B 2.7500
 - Homeowner C 2.7500
- FY 2024-25 Taxable Value
 - Homeowner A \$525,000
 - Homeowner B \$135,000
 - Homeowner C \$820,000
- FY 2024-25 Taxes Paid (Madeira Beach)
 - Homeowner A \$1,443.75
 - Homeowner B \$ 371.25
 - Homeowner C \$2,255.00
- FY 2025-26 Taxable Value (Estimated 3% Increase)

- Homeowner A \$540,750
- Homeowner B \$139,050
- Homeowner C \$844,600

- FY 2025-26 Taxes Paid (Madeira Beach)
 - Homeowner A \$1,487.06
 - Homeowner B \$ 382.39
 - Homeowner C \$2,322.65

- Increase from FY 2025
 - Homeowner A \$43
 - Homeowner B \$11
 - Homeowner C \$68

- Historical
 - Millage Rate - 2.7500 for Fiscal Years 2020, 2021, 2022, 2023, 2024, 2025
 - Ad Valorem Taxes Collected:
 - FY 2020 \$3,529,569
 - FY 2021 \$3,700,818
 - FY 2022 \$4,028,179
 - FY 2023 \$4,642,054
 - FY 2024 \$5,254,855
 - FY 2025 (7/16/2025) \$5,606,044

VI. Updated FY 2026 Budget & Summary of Changes – FY 2024 Actual, FY 2025 Budget, FY 2025 Projected, FY 2026 Budget

- Summary of Changes – Previous Version (June Workshop) to Current Version
- Summary of Revenues By Fund
- Summary of Expenditures By Fund
- General Fund Revenue & Other Inflows Summary
- General Fund Expenditure Summary
 - Expenditures & Outflows By Character
 - Expenditures & Outflows By Department
- Revenues, Expenses & Other Outflows by Department
 - Board of Commissioners
 - City Clerk
 - City Manager
 - Community Development
 - Finance
 - Fire/EMS
 - Human Resources
 - Information Technology
 - John's Pass Village
 - Law Enforcement
 - Legal Services

- Non-Departmental
- Parks
- Public Works Administration
- Recreation
- Archibald Park Fund
- Building Fund
- Debt Service Fund
- Gas Tax Fund
- Impact Fee Fund
- Local Option Sales Tax Fund
- Marina
- Parking Fund
- Sanitation Fund
- Stormwater Fund
- Historical Capital Outlay – 10 Year Trend
- Capital Improvement Plan – FY 2026
- Capital Improvement Plan – Multi-Year

Mr. Laflin reviewed the FY 2026 budget, assuming a millage rate of 2.7500. He discussed the projected tax revenue and the impact of potential tax rate changes, explained the importance of maintaining reserves, and discussed the potential need for interim financing for stormwater projects.

Mr. Laflin explained the projected inflows and outflows, the difference between them, and any resulting deficits that are shown in the Budget Summary by Character for FY 2025-2026. If a fund balance net position carryover is used, it means they are using the existing reserves to fund a projected deficit in that fund. In the priority activities, they have budgeted access, namely, in the parking fund. There is currently \$2.7 million in the parking fund that can be used to fund future projects in other funds, enabling fund-to-fund transfers. They always show a massive deficit in the stormwater fund. So, it projects a \$6.5 million deficit. They have very little unspent proceeds from that Series 2019 issuance, but those are dwindling. They need to monitor the reserve balance over time. Currently, they are well reserved. They have healthy case investment balances, totaling around \$30 million city-wide. He is comfortable with self-funding specific project initiatives, such as stormwater projects. Once their reserves and cash investments reach a certain level, he will come back with some financing options.

Mayor Brooks raised concerns about the transparency of event revenues and expenses, particularly for John's Pass Seafood Festival and other recreational events. The John's Pass Seafood Festival is an event with an estimated budget of over \$200,000, but the budget does not provide clear information on spending and revenue. She had spoken to Mr. Laflin, and he had explained that they have a system in Aclarian for tracking events. The revenues and expenses for each event should be presented together, rather than scattered across various accounts, such as in the non-departmental account, to help them determine what revenues and expenses are being incurred for each event. They are going back and fixing it, and then going forward, the staff will be doing it in Aclarian. The reason for bringing it up is that when you look at the general fund and non-departmental in the budget, there are things in non-departmental that recreation manages.

The City Manager said that he would review and update the budget to accurately reflect the event's revenues and expenses. The Mayor discussed the importance of accurate accounting to ensure proper credit for event revenues and to improve budget transparency. A lot of the seafood festival-related items are located in non-departmental facility rentals. The recreation department is responsible for planning and hosting various recreational activities and events. When they handle an event and they rent out a room, that is revenue that they generate. Upon reviewing the recreation accounts, you will find that the recreation department has a revenue inflow of \$500,000. Next year, the budget is \$566,950 for inflows. They are budgeted for over \$2.5 million in outflows. When considering all the expenses and outflows, including promotions and publications, the budget is \$250,000 next year. It looks like the seafood festival is part of that. They are not getting the credit they deserve, and they are not getting the critique that they deserve if the events are not lean enough. If spending \$200,000 on an event, it should generate money. The last four years of managing the seafood festival they have not gotten better at it. She wants it to do better and make more money. She asked that they do their accounting with what is afforded to them. She hopes that by their next budget meeting, they will be able to view those numbers in real-time. A lot of things come into the general fund that are not really general fund.

The City Manager said they will review non-departmental expenses and move them to the appropriate department. The Mayor said she wants to see a report that shows the events, the costs, and the revenue generated. This includes donations and revenue. The City Manager said they could put that in the budget document. The Mayor said it makes it transparent.

Mayor Brooks said being transparent is one of her biggest things, so the public understands.

Vice Mayor Kerr said in addition to being in the budget, they need to get that throughout the year. That should be a standard report; they get 60 days after an event to ensure it is correct. The Mayor said they should have it within much less time than that. There is still no final report on the seafood festival. The Vice Mayor said every event should have that.

Mayor Brooks said that a policy and procedure must be set, and she does not believe there is one. The City Manager said they could break it out and put it in the budget by specific events, but they have all the revenues and expenses for all the events. They will have that at the next budget workshop. They have done that before and may not have done it now for whatever reason, but they will continue to do so. They will make the budget show all the events, their expenses, and the revenues.

Mayor Brooks said that when reviewing the budget, it shows that recreation is \$2 million in the hole. That is not reality. A layperson would not know they need to look at the non-departmental. They need to be clearer because it is not non-departmental, which is not part of the recreation department.

Vice Mayor Kerr said on pp. 56 and 57 of the packet that it compares the revenues and expenses for recreation. The Mayor said the budget shows the revenue in and out over the last several years, and the numbers are very skewed. That might be because sometimes things are moved around and are not taken out of the same account as before. Recreation is for the betterment and enhancement

of the community, not for profit or to break even. However, they need a thorough understanding of what they are spending on it and what it costs, which is a valuable exercise.

Mayor Brooks said it looks like the Marina does it right for their events. It captures all their costs and revenues. Recreation does not. Instead, a lot of it is captured under non-departmental.

The City Manager said the direction to him is to list the events as a line item to show the expenses associated with them. The Vice Mayor said that everything should be listed where it belongs; however, it is not currently.

Mr. Laflin outlined the next steps for the next budget meeting, including finalizing salary changes, structural and cosmetic changes to the fire station, and updating non-departmental revenues.

Mr. Laflin said that for all of them to be in concert, they will keep the millage rate at 2.7500, as recommended by staff. They are required to take two public votes in two public meetings in September. They do not have to take a vote on the proposed millage rate at the workshop. They can simply discuss it and give him a thumbs-up.

The City Attorney recommended that they add it to the special meeting scheduled for 5:30 p.m., following that meeting, and take an official vote. The rules and procedure only talk about a consensus, and it also talks about the consensus with the understanding that it is not binding. It would be better to add the item under new business at the special meeting and make the motion there.

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

The City Manager said the first reading and public hearing of the budget will be on Wednesday, September 10, and the second reading and public hearing to adopt the budget will be on Wednesday, September 24.

5. ADJOURNMENT

Mayor Brooks adjourned the meeting at 5:18 p.m.

ATTEST:

Anne-Marie Brooks, Mayor

Clara VanBlargan, MMC, MSM, City Clerk



MINUTES
BOARD OF COMMISSIONERS
SPECIAL MEETING
JULY 23, 2025
5:30 P.M.

The City of Madeira Beach Board of Commissioners held a special meeting at 5:30 p.m. on July 23, 2025, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

MEMBERS ABSENT: None.

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

1. CALL TO ORDER

Mayor Brooks called the meeting to order at 5:31 p.m.

2. ROLL CALL

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

3. PUBLIC COMMENT

There were no public comments.

4. PUBLIC HEARINGS

A. Ordinance 2025-14, Elevating and Moving Structures – 1st Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-14 by title only:

ORDINANCE 2025-14

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE IV (MOVING OF STRUCTURES) OF CHAPTER 14 (BUILDINGS AND BUILDING REGULATIONS) OF THE CODE OF ORDINANCES TO REVISE THE TITLE OF SAID ARTICLE TO ELEVATION AND RELOCATION OF STRUCTURES; TO ESTABLISH REQUIREMENTS FOR ELEVATION PERMITS, REQUIRE DOCUMENT SUBMITTALS, PROVIDE FOR SETBACKS AND ADDRESS CONDITIONS OF PERMIT ISSUANCE FOR THE ELEVATION OF EXISTING STRUCTURES WHERE THE STRUCTURE REMAINS WITHIN THE ORIGINAL HORIZONTAL FOOTPRINT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Jenny Rowan, Community Development Director, said the ordinance was discussed at the June workshop. Chapter 14 is not in the land development regulations, so it does not require a recommendation from the Planning Commission. They did, however, present it to the Planning Commission for feedback. That feedback was integrated into the draft, along with the discussions from the last meeting. The amendment will alleviate issues related to the elevation permit for locations with stairs, decks, and access, particularly on legally non-conforming lots. The buildings were constructed before the current zoning code or setback regulations were in place.

Director Silver explained the changes made in the ordinance. The most significant change based on the workshop comments is Section 14-134, which addresses setbacks and access encroachments. It looks different than what the Board saw at the workshop. They decided to include the definition section to define access structure and address the elevated decks. Based on the feedback from the workshop, they included the distances from the façade and also the distances from each property line. They have that for access structures and elevated decks.

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

Commissioner Ghovae asked if the Gulf could be considered the rear of properties. Director Silver said yes. They have a lot of waterfronts. They measure the rear setback from the water side of the seawall, not the property line. Commissioner Ghovae asked where it was stipulated. Director Silver said it was defined in the rear setbacks section of the code.

Vice Mayor Kerr asked if, on page 8 of the packet, it should be 'property line' or 'right-of-way'? Ms. Forbes said the right-of-way line is the property line and is defined in the same manner.

Vice Mayor Kerr said he saw where access structures are not considered habitable space and may not be roofed. He would think that they would want the ability to have some structure over the door to protect against rain. Ms. Forbes said they could clarify that. What they envisioned in terms of access structure was that once they reached the threshold of entering the door, it would become the elevated deck section, which could be covered. Whatever the landing is when the threshold is reached could be roofed, so they can clarify that more. They meant to include it or how they envisioned it.

The City Attorney cautioned that any substantive changes to the ordinance would require a third public hearing, which would take another month to adopt.

Mayor Brooks said that when reading the elevated decks, the access structure makes sense. It only refers specifically to stairs.

Vice Mayor Kerr motioned to approve Ordinance 2025-14, Amendment to Chapter 14, Article IV, Elevation and Relocation of Structures on first reading and public hearing. Commissioner Ghovae seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

5. NEW BUSINESS

A. Interlocal Agreement with Pinellas County for Multimodal Impact Fee Coordination

Director Silver said they have Rodney and Nicole with Forward Pinellas present, who will be giving a presentation that was in the packet and the agreement. The agreement is to continue collecting their multimodal impact fees. They collect the multimodal impact fee and retain 50% of that.

Rodney Chatman, Planning Division Manager at Forward Pinellas, said that Nicole Galasso, Principal Planner and Project Manager at Forward Pinellas, who is also involved in the important project they are undertaking, is present. Mr. Chatman said they are a special district of the Board of County Commissioners and not Pinellas County. They are an aligned agency with Pinellas County. They often provide technical support to many communities around the county. For example, one of their planners is serving as the town planner in Redington Beach. They recently completed safety studies for Treasure Island and St. Pete Beach on Gulf Blvd. Currently, they are doing a mixed-use regulation project for Indian Rocks Beach. That is a snapshot of some of the smaller-scale local assistance that they provide. They also provide more countywide assistance, which touches nearly every community in the county. Most recently, that has taken on the form of the multimodal impact fee ordinance update. The project was brought to them by Barry, the Pinellas County Administrator. He asked their executive director to take on the update. They graciously agreed. They have been working on the project for about a year now. While updating the ordinance, the Florida Legislature passed House Bill 479, which is the reason they are before the Board tonight. House Bill 479 added numerous requirements to the state impact fee law. One

of the new requirements is that an interlocal agreement must be in place to ensure that the county and cities do not charge the developer twice for the same transportation impact.

Nicole Galasso said it was good to be back before the Board of Commissioners in the new role. Everyone may know her from her work with Kimley-Horn on the master plan. She heard that the workshop went well last night. The presentation looked great. One of the first projects taken on when coming to Forward Pinellas was the multimodal impact fee update. When reviewing House Bill 479 with the county attorney's office, they recognized the need for an interlocal agreement between the county and the municipalities that collect fees under the multimodal impact fee ordinance to ensure compliance with state law.

Ms. Galasso provided an overview of the interlocal agreement and the countywide multimodal impact fee ordinance. One of the recent changes in state law is that if the interlocal agreement is not in place by October 1, the collection of mobility or multimodal impact fees defaults to the statutory guidelines. The developer's traffic study will determine the fee amount. The City and county would be required to give a 10% discount automatically. The county or municipality, whichever is collecting the fee, in this case, the City of Madeira Beach, would have to transfer that to the county within 60 days, as opposed to the one year currently provided by the ordinance. It disrupts the existing system, under which all 24 municipalities must follow to collect multimodal impact fees. But it also leaves it up to the developer's traffic study to determine the transportation impacts and requires them to receive a 10% discount if the interlocal agreement is not in place. The interlocal agreement memorializes the existing process for collecting multimodal impact fees. The traffic study, or technical study, conducted to support the ordinance, included all 24 municipalities. Many have been using the countywide multimodal impact fee ordinance for years to collect impact fees. The City of Madeira Beach has its local transportation impact fee program, but because the county's ordinance is in place, the interlocal agreement is before the Board.

Ms. Galasso explained what happens once the multimodal impact fees are collected. Under the countywide ordinance, the City will collect the fee when a development permit application is submitted. That could be for any change of use, redevelopment, or new development. They would calculate the fee based on the net impacts that the development would have on the transportation system. If there is no increase in floor area and the use remains the same, there is no impact fee because there is no net increase in transportation impacts. If you have vacant land that is being developed for anything, there will be a transportation impact associated with it. If you have a duplex and want to redevelop it into a multifamily apartment building, there would be an increase in transportation impacts related to the additional units. The fee would be assessed based on the additional units. That would also be the case of commercial redevelopment. The fee would be assessed when the developer submits a permit application. To issue the permit, the developer would need to pay the impact fee. The City would hold the fees until the end of the fiscal year. At the beginning of the new fiscal year, all the municipalities transfer one-half of all fees collected to the county. The thought process behind it is that revenue sharing helps mitigate impacts, not just to the local transportation network, but also to the countywide transportation network, which has much more capacity to carry higher volumes of traffic. Once the county receives the money, it will

deposit the money from Madeira Beach, along with the money collected from all the other cities, into a trust account associated with the fee district where each City is located. The City of Madeira Beach is in District 13 and shares that district with Indian Rocks Beach and the Redingtons.

Ms. Galasso explained that monies collected and deposited into the District 13 trust account can only be spent within District 13, anywhere within that transportation network. To use the money in another district for transportation projects to improve traffic flow in and out of District 13, they must get permission from all cities in District 13. Because it is a multimodal impact fee, it includes bicycle, pedestrian, and transit improvements. The money can also be spent on transportation plans, as long as the plan receiving revenues from the multimodal impact fees identifies at least one project to be included in the City's CIP within three years. Most transportation plans would do that. The money cannot be used on periodic maintenance or repaving.

Ms. Galasso said that since 2016, when the ordinance was adopted, the county has collected about \$18.5 million in multimodal impact fees. That is not a considerable amount considering the cost of transportation projects. They are plugging in funding gaps for much larger projects. The county has expended a total of \$18,671,309 on multimodal impact fee revenues across 36 projects from FY 2018 to FY 2025. The projects were roadway improvements, ATMS (Advanced Transportation Management System), intersection improvements, bridge reconstruction, signal improvements, sidewalk improvements, and multimodal trails. They collected about \$114,000 in District 13 since the ordinance was adopted. There is not much development happening in beach communities. The money spent has been used to plug funding gaps on the Gulf Blvd ATMS project, which improves traffic flow by improving signal timing. In District 13, there was a fee transfer out. The county used some of the money collected from District 13 for the West Bay Drive Complete Streets project, as there is a connection between Indian Rocks Road and the causeway that extends into District 13 to improve traffic flow in that area.

Ms. Galasso said the purpose of the interlocal agreement presented to the Board is to maintain the existing system. It allows the City to retain 50% of all fees collected, which can be allocated for spending in future fiscal years, and it will help ensure compliance with state law, avoiding default to state guidelines. The Board can approve it, although it still needs to go to a few other communities. They will be going before the Board of County Commissioners on September 4 for the final approval of the ordinance. If it is not approved by October 4, they will default to the statutory guidelines as explained.

Mayor Brooks opened to public comment.

A resident, who did not provide his name for the record, said that he noticed in the presentation that the distribution to the different cities did not include Madeira Beach. Ms. Galasso explained that some districts encompass multiple municipalities, which is why Madeira Beach is not listed, as it is grouped with the mid-county beaches.

Commissioner Ghovae asked for confirmation that the City could not charge more than the county charges for multimodal fees. Ms. Galasso said the countywide ordinance provides options for an alternative fee calculation and gives discretion to the city manager or their designee, or whoever is administering the ordinance, to decide whether to default to an alternative fee calculation. Her understanding is that it cannot be used to charge more, but the alternative calculation method could be used to charge less if an agreement has been reached.

Commissioner Ghovae asked if they could hire an engineer to perform calculations or obtain an interpretation of the code for calculating impact fees. He asked what would happen if the City calculated less by mistake and the developer paid the lesser fee. Ms. Galasso said she did not think Pinellas County would ask for the difference not paid to them. They do not oversee that process.

Commissioner Ghovae said that in the past, the fee was calculated based on dwelling units, rather than square footage.

Mr. Chatman said they are working to update the ordinance. There are things there that can be improved in terms of administrative interpretations. This coming year, they are developing an administrative manual to ensure consistent interpretations of the ordinance and classification of uses across the 25 local governments. They will also be looking at the City's example of residential square footage. Currently, the ordinance breaks it down by certain increments of square footage. They are exploring alternative methods to assess transportation impacts instead of using square footage. Perhaps go back to dwelling unit classification or calculation. That is on a separate track. Statutorily, they must complete phase two of the work within 12 months. They will keep the City apprised of the various changes they recommend to the ordinance. They are looking at use classifications, calculation methods, and the underlying methodology.

Vice Mayor Kerr asked if it was an option for the Board to decide not to execute the interlocal agreement and use the current portion of mobility impact fees they have now. The interlocal agreement must, at a minimum, ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts.

The City Attorney said they are talking apples and oranges right now. The interlocal agreement specifically says they cannot charge twice. The moratorium is coming up for the Board's consideration in the following agenda item. They will be talking about a review of the current mobility fee that the City charges to ensure it is not being charged twice. There may still be a portion of the mobility fee that the City can collect, and it can also collect the county multimodal fee without overlapping. That is the purpose of the upcoming study. Even if the Board approves the agreement, there may not be a charge that the City will impose in the future based on the study's findings. It is not one or the other; it could be both, but they must ensure they are not charged twice for the same thing, whatever that may be.

Ms. Galasso said it was an option not to sign the interlocal agreement. They would default to statutory guidelines for calculating and collecting both the countywide multimodal impact fee and

the City's local transportation impact fee. That is, if the Board decides not to go with the moratorium option. Either way, the Florida Statutes stipulate that an interlocal agreement must be in place by October 1, 2025, when a county and a municipality both charge an impact fee for transportation. If the agreement is not in place, the City would default to the statutory guidelines as explained.

Vice Mayor Kerr asked if each new development or renovation would be required to have a study, which includes residential. Mr. Chatman said yes because the fee charged would have to be based on something. They are trying to help the City comply with state law. If they do not choose the interlocal agreement, it will make the staff's and the city attorney's jobs much harder. It would be unclear what the fee would be based on, what the methodology would be. Staff would be put in a difficult position in administering the fee program adequately.

Vice Mayor Kerr said that several years ago, a study was conducted to determine the fee structure for new build or renovation projects. Mr. Chatman said that, as the city attorney had advised, they are currently undertaking a study update. Within the next 12 months, they will have a clearer picture of what the City can do to maintain its local mobility fee program, as well as the countywide approach. It is possible that both can exist.

Director Silver pointed out that the City's comprehensive plan supports the multimodal impact fee with the county, and they will cooperate with them.

Commissioner Tagliarini motioned to approve the Interlocal Agreement with Pinellas County for Multimodal Impact Fee Coordination. Commissioner Ghovae seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

B. Resolution 2025-07, One-Year Moratorium on Local Mobility Impact Fees

City Attorney Tom Trask read Resolution 2025-07 by title only.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE IMPOSITION AND COLLECTION OF THE MOBILITY FEE REQUIRED PURSUANT TO CHAPTER 92 (PROPORTIONATE SHARE DEVELOPMENT FEE) OF THE CITY OF MADEIRA BEACH CODE OF ORDINANCES UNTIL JULY 31, 2026;

PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

The City Attorney said that they discussed it at a previous meeting. Some directions were given to consider adopting the moratorium that would prevent the imposition and collection of the fee. Specifically, when Mr. Murphy conducted the mobility fee study a couple of years ago, it was with the understanding that the City was not collecting the county's multimodal transportation impact fee. Therefore, it was not considered in the calculation. What he and City staff are concerned about is that they want to ensure that if they are going to charge a fee, it is not similar in nature to the county's fee for the same development. To do that, they need to put the brakes on the collection and imposition of the current fee while the study is being conducted, so they can confirm that they are not charging the developer twice, which is the purpose of the resolution.

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

Commissioner Ghovae asked if the county would be okay with the City having the moratorium. The City Attorney said the county has no say one way or the other. The Board is in control of the fee. He did not reach out to the county to see if they agreed, and he does not understand why they would not agree, given that they are trying to ensure their actions are correct, in compliance with the statute, and with the interlocal agreement. He recommended that they sign it.

Commissioner Tagliarini asked if Forward Pinellas would do the study and if there would be a cost associated with it. Director Silver said they would come back to the Board on that. What they are doing now is a moratorium on the local mobility impact fee. After that, they will come back to the Board to discuss a study and what it entails. The study would determine if they are charging twice for the same impacts on transportation, which they would not want to do.

Commissioner Tagliarini inquired whether it would result in a significant revenue shortfall during the moratorium. Director Silver said they would still be charging the culture and recreation impact fee, which is the largest amount of local impact fees collected, and continue to collect the public safety impact fees.

Mayor Brooks requested clarification that Forward Pinellas would conduct a study, which would determine whether the City is double-dipping. Mr. Chatman said the ordinance update will examine how the Madeira Beach mobility fee program can exist alongside the countywide program. They will return to the staff with an approach that allows both to coexist. The Mayor said that was her understanding, because she has zero interest in the City spending money on a study if they are already conducting one. If they are coming back to the Board with their study, the City would not want to conduct a study until it receives that information and puts a moratorium on collecting the fees. She does not feel that, based on their conversations, they have a choice. They have to enter into an interlocal agreement and impose a moratorium to determine what is proper. Therefore, residents and business owners who are redeveloping over the next 12 months will pay less. It is not money from their budget, so it is essentially extra money, which makes it easy to say yes. When they get the information, they can decide if they need to do another study, which she doubts.

Commissioner Tagliarini motioned to adopt Resolution 2025-07, One-Year Moratorium on Local Mobility Impact Fees, effective upon adoption until July 31, 2026, unless the Board of Commissioners rescinds or extends the moratorium by subsequent resolution. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

C. Forward Pinellas Board Appointment

Mayor Brooks said the Big C has a representative on the Forward Pinellas Board. Mayor Will has been the representative. At the last Big C meeting, Mayor Will reported to the Committee that he was no longer able to serve on that Board. He asked for someone to volunteer, but no one volunteered. Because the meetings are held on the same days as the Board of Commissioners' meetings, but earlier in the day, it works well for her schedule, and she could commit. She informed the Big C that she would accept the position. For that to come before the Big C, she needs the Board of Commissioners to vote to appoint her as the representative for the Big C.

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

Commissioner Ghovae motioned to appoint Mayor Anne-Marie Brooks to serve as a member of the Forward Pinellas board. Commissioner Tagliarini seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

Added Item at the Meeting:

D. Proposed Millage Rate for FY 2026

The City Attorney said it would be appropriate to have a motion to approve the millage rate at whatever the Board decides. City staff suggested the millage rate be 2.7500 mills.

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

Vice Mayor Kerr motioned to accept the City staff recommendation and set the millage rate of 2.7500 mills for the next fiscal year. Commissioner Tagliarini seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

6. ADJOURNMENT

The Board consented to starting the BOC Regular Meeting at 6:40 p.m. to allow a break following this meeting.

Mayor Brooks adjourned the meeting at 6:23 p.m.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk



MINUTES
BOARD OF COMMISSIONERS
REGULAR WORKSHOP MEETING
JULY 23, 2025
6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular workshop meeting advertised for 6:00 p.m. on July 23, 2025, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida. Mayor Brooks called the meeting to order at 6:40 p.m. following a 4:00 p.m. BOC Budget Meeting and a 5:30 p.m. BOC Special Meeting held that day.

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

MEMBERS ABSENT: None.

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

1. CALL TO ORDER

Mayor Brooks called the meeting to order at 6:40 p.m.

2. ROLL CALL

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

Mayor Brooks said that Community Development has a technical assistance grant they would like to add to the agenda under Section 8. Community Development. If no one is opposed, she will add that as Item C. The Board consented.

Commissioner Tagliarini asked if Agenda Item I, Potential Property Purchase, could be moved ahead of Item H, America 250 – Semiquincentennial, to follow Agenda Item G, Letter to State Division of Lands – Marina Parcels, because they are both related. The Board consented.

3. PUBLIC COMMENT

There were no public comments.

Commissioner Tagliarini said at the last Big C meeting that a gentleman there gave some of the municipalities a photo album containing some nice artifacts of their City. The photo album given to him for Madeira Beach includes old hotels, properties, businesses, and large blowups of Johns Pass, the groundbreaking ceremony for the Church by the Sea, and the old police department. He planned to give the photo album to the library and let Stan decide how to display the pictures. The Board consented.

4. COMMUNITY DEVELOPMENT – IMPACT FEES DISCUSSION

A. Impact Fees

Community Development Director Jenny Silver said that Marci Forbes from Community Development, as well as Rodney and Nicole from Forward Pinellas, were present, and Jerry Murphy via Zoom, if anyone had any questions for them.

Director Silver said the impact fees were mostly talking about Senate Bill 180. Senate Bill 180, that was signed into law during the 2025 legislative session, prohibits the imposition of impact fees for replacement structures if the land use is the same as the original, unless the replacement constitutes a substantial demand on public facilities. They have discussed whether to change the code to include gross square footage instead of heated square footage. They need to discuss it further with the City Attorney to determine if further study would be necessary. They could base the change on Senate Bill 180 and update the Land Development Regulations accordingly. That is the staff's idea of being compliant with Senate Bill 180.

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

Commissioner Tagliarini said that aligning with Senate Bill 180 would resolve many of the issues they have discussed in previous meetings.

Vice Mayor Kerr said it appears it could take care of the issue with people elevating their homes. Take the footprint of the entire home, which is essentially enclosed by walls and a roof structure, and elevate it without incurring any associated impact fees. He would like to understand Attorney Trask's position, if he had any. As long as it complies, he would be okay with it.

Mayor Brooks said they had extensive conversations about it. If Attorney Trask agrees it is something they can do, she agrees with it.

The City Attorney said there is no question in his mind that they can do it. The question is whether they can do it without a study. The question was brought up just today. He received an email while in a hearing in Tampa, so he has not had the opportunity to discuss it with Mr. Murphy or give it much thought. The bottom line is that the Board can change its code, but the code relating to impact fees has to be data-driven. He is concerned that making the change without the data may put them in a technical violation or issue later on, and he does not want that to happen. He will review it and talk to Mr. Murphy if the City hires him.

Jerry Murphy, via Zoom, said he agreed with Mr. Trask that impact fee ordinances are based on data, which is in the study. They would need to revise the study to ensure it is legal.

Vice Mayor Kerr asked Mr. Murphy if there was any action they needed to take between now and that study. They just put a moratorium on the mobility section until they get feedback. The City Attorney said his recommendation would be to continue with what they are currently doing. If there is a need sometime in the future, with the data telling them differently, they can always refund the difference or the amount revealed by the data. If there is no difference, it is a non-issue. He would not recommend changing the code at this point or creating a moratorium. The moratorium for the multimodal fee was specifically related to the statute and the possibility of collecting twice for the same impact. The two other impact fees the City is collecting are unrelated to the mobility fee. It is a legislative decision, but there is no need at this point to have a moratorium on the other two impact fees.

Vice Mayor Kerr asked if they collect the impact fees before the study. Do they need to ensure that they do not spend the fees until they understand what they can and cannot do? Do they need to take any action to ensure that happens? The City Attorney said there is no question that they would be entitled to the portion of the home that impacts those two categories they have. The question is, does it impact it one step higher or more significantly because they are now including the garage that was elevated, which wasn't there before?

Mayor Brooks said she liked the idea of not collecting on the total square footage, and not being specific to heated. She felt that was a compromise for what Vice Mayor Kerr wanted, which he discussed with them. She hates the idea of spending \$30,000 to eliminate one small sliver of their impact fees. The impact fees they are going to pay to the county are not subject to their decision on what they collect, as they will be based on the county's guidelines and the scheduled period. Therefore, if the county calculates that the garage is not part of it, then that is their decision and not that of the City. They are only discussing the City of Madeira Beach's impact fees. If they do need a study, perhaps it could be added to Kimley-Horn's scope of work for them to conduct the study, which might not be as high as \$30,000. Director Silver said she could reach out to Kimley-Horn to see if they have conducted impact fee studies and what their experience is in that area.

Ms. Forbes said they are issuing permits for homes that are elevating. They are converting the garage space to a newly air-conditioned livable space. If they continue their current practice, they would collect those fees when issuing the permit. It sounds like they are not going to change that process until they are told to do so. They are tracking it and will continue charging it as they have been.

Vice Mayor Kerr said they were considering a distance of 500 feet and did not bring that to a vote. How would it be any different? The City Attorney said he thinks it is the same thing. It is data-driven. He was not asked for a legal opinion on whether they could do that without conducting a study. If they make any modifications to the impact fee ordinance in any of the three categories, they must ensure that it is supported by the data they have, because that is where they get attacked. Vice Mayor Kerr said the data it is based on now is getting old. It can be argued that the calculations are not based on current data.

The City Attorney said that they are talking about three reasons for a study. One, are they charging twice for the mobility fee? Do they need to update it because things have changed in the City, making it necessary to provide the same service at the facilities as initially adopted? Third, it includes the garage space, as it will now be habitable. They can all be done at the same time.

Mayor Brooks asked if that could be paid for out of the impact fees they have collected. Director Silver said she would need to research it more. There are also administrative costs. She did not see any specifics on the costs or amount. The Mayor said it would be easier to spend the impact fee money they collected on the study rather than using funds from another source. It would be easier for her to vote yes if that were the case.

Commissioner Ghovae said if they could use the Pinellas County impact fee table for the calculations. They have done the studies and the work. The City Attorney said that it is for transportation and the other categories.

Director Silver said they will bring that back. They will determine if they can utilize those funds and discuss with Kimley-Horn the possibility of them conducting the study. She will set up meetings with the City Attorney.

5. BOARD OF COMMISSIONERS

A. 2026 Board of Commissioners Meeting Schedule – Draft

Mayor Brooks requested changes to the February BOC meetings, scheduling them for February 4th and 11th, and to change the second meeting in April to be held on April 29. If it does not work for everyone, they can leave it unchanged. Commissioner Tagliarini said it was too early to know if he had any schedule changes. The Board had no conflicts with the meeting date changes.

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

B. Ceremonial Items – participation, selection

The City Manager said the item is based on the last meeting. The Board discussed how they would like to bring ceremonial items forward for consideration.

Vice Mayor Kerr asked if the Board would bring up a nomination, and if it would be submitted at a workshop or prior.

Commissioner Ghovae said he was thinking of creating opportunities for residents to get involved to make something good happen.

Mayor Brooks asked that they address each category in Exhibit A in the policy.

- **PROCLAMATIONS**

Mayor Brooks said they already do proclamations.

- BUSINESS AWARD

Mayor Brooks said they have not done a business award she is aware of since being there. She read the policy for presenting business awards:

"The City Clerk will contact the Mayor and/or members of the Board of Commissioners on a rotating basis to submit their nominations for a business, nonprofit, or religious institution, with assistance provided by the Tampa Bay Beaches Chamber of Commerce. Upon receiving the information regarding the nominee, the City Clerk will prepare the award and follow up with an invitation to the nominee to the Board of Commissioners meeting at which the award will be presented by the nominator."

Mayor Brooks said if they followed that, how often would they want to recognize a business? Would they want to do it on a regular rotation, and how often? If they just allow things to be whenever they want, they get lost. They need to decide if they want it once a year, once a quarter, or once every six months. Every month would be a little challenging and a little much.

Commissioner Ghovae suggested quarterly. Mayor Brooks said that because they have so few businesses, presenting it twice a year would be impactful, and then they could celebrate that business for six months. They would follow the process in the policy.

Commissioner Ghovae asked what they would have to do to be nominated. The City Clerk suggested having an application process, advertising it on the website, and having the Commission vote. The Mayor suggested that the community nominate and the Board vote on who they want to be the nominee and present the award.

The City Attorney said in the City of Oldsmar, each Commissioner gets a slot. They make a recommendation for a particular business to receive the Business of the Year award, and then it comes to the Commission to acknowledge it. Then the next time up, it would be another Commissioner to make the nomination. Each Commissioner can nominate a business, thereby preventing businesses from competing for the award. They can do that for the Business Award, the Certificate of Recognition, or any other award.

Commissioner Tagliarini asked if it would be incumbent for each Commissioner to explore the businesses or identify a business they feel would qualify. The City Attorney agreed and noted that in some situations in Oldsmar, when a council member was unfamiliar with a business, they would ask the Tampa Bay Chamber of Commerce to recommend who they thought should be recognized, based on the Business's contributions to the City, community, or other relevant factors. The Chamber of Commerce would give some recommendations, and they would choose from those. There are other options. If the Commission member has someone, they run with it; if they do not, they could ask for some assistance. They do not have to recognize a business for something in particular; they would be recognizing a business. The Mayor said it would be the Commissioner on rotation who decides who receives the award; the Board would not be voting on it. The City

Attorney said in Oldsmar, the council member would go to the podium, read a little about the business that stood out, present the award, take a photograph, and then the businessperson would say a few words.

Commissioner McGeehen and Commissioner Tagliarini thought the City Attorney's suggestion was a good idea. Mayor Brooks said she was not opposed to that. They would want to consider rotation to ensure that every Commissioner has the opportunity to award during their term. Commissioner Tagliarini suggested doing it sooner because if it is every six months, someone would rotate out and not have the opportunity to present an award. The Mayor said they could do one this year, the first of the year, and at mid-year. That would keep it on a six-month rotation, and it would work. Because Commissioner Tagliarini and Commissioner Kerr would be up for reelection, they could go first.

Commissioner Ghovae said that if they were to market the idea of recognizing businesses that are most active and giving, etc., then many businesses would want to participate, rather than a Commissioner just knocking on somebody's door and letting them know they want to nominate them.

Mayor Brooks opened to public comment.

Chuck Dillion, 129 Lillian Avenue, suggested that they let the public decide, and the Board decide who they feel would be the best to receive the award. Oldsmar is huge, and it has lots of businesses.

Mayor Brooks said she agreed. The City Clerk said they could do that after the application process. Commissioner Ghovae said they could nominate and let the public make the final decision. Mayor Brooks said the public would nominate and the Board would vote on who would get it.

Vice Mayor Kerr said they could advertise that they are seeking nominations and do so on an annual basis, choosing the time for that. They could announce it at their Thanksgiving meeting, letting everyone know they would like to celebrate their businesses and that they are seeking nominations from the public and residents. The nominations can be listed in the agenda. They would all be recognized for being nominated. The City Clerk said they could fill out a form explaining why they would like to be nominated, and then the Board would choose from that.

Mayor Brooks said that when they did the mural at Archibald, it was posted on Facebook. The City Manager said a couple of thousand voted on it. The Mayor said that if they do a big thing, the City is looking to recognize a Business of the Year, or whatever, and the community nominates the person. That makes it easy. They would follow the procedure in the policy. The Board thought it was a good idea.

- KEY TO THE CITY

Mayor Brooks said if any Commission member wishes to nominate someone for a Key to the City, they should provide the information to the City Clerk, who will then bring it to the Board for a vote, either yes or no. She feels strongly that if they are going to nominate someone to get a Key

to the City, that person should have done something very substantial for their City and gone above and beyond.

Vice Mayor Kerr said it would be embarrassing to vote for someone nominated to not get the award. Commissioner Tagliarini said they could not discuss it on their own before the meeting. The Mayor said everything must be in the Sunshine or it would be a Sunshine violation. The City Attorney said that in the last 35 years, he has only seen the Key to the City given away a couple of times in all the cities he represents. It is not something that happens very often, and there is usually no process for it. Once a nomination was made by one of the Commissioners, there was no vote.

Commissioner Ghovae said that years ago, someone had turned 100, and he asked that the City give them a Key to the City, which they did. Vice Mayor Kerr asked how it was presented, and Commissioner Kerr said he thinks it was from the podium. Mayor Brooks said that would not be a controversial issue.

The City Attorney said they have already adopted the policy. Mayor Brooks said the policy is the process they voted on.

Commissioner Ghovae asked if they could give a Key to the City to a state legislator. Mayor Brooks said her opinion on that would be that they have done a lot for the City, specifically because not all their state legislators have done anything for them. Some have pushed bills that worked against the City. She would not be inclined to give anyone in that position a key because they have not gone above and beyond. Their job is to legislate for the City, and if they are not doing that, then why would they want to reward them? Awarding a Key to the City is a special honor. Commissioner Tagliarini agreed. That would be more controversial than a 100-year-old resident.

- CERTIFICATES OF RECOGNITION AND APPRECIATION

Mayor Brooks said that anyone can receive a certificate of recognition and appreciation. They do that now.

- CITY COIN

Mayor Brooks said it is self-explanatory that each of them gets three coins to present.

- CONGRATULATORY LETTERS

Mayor Brooks said they have already issued congratulatory letters.

Mayor Brooks said the policy reminds them that they have the authority and the ability to say what they want to do and to do them. They go right through the City Clerk to make it happen.

The City Clerk said she has written many proclamations for 100th birthday celebrations, graduations, and other events. The City Clerk's Office would contact the family to obtain more

information when they were given the name of the individual they would like to receive a proclamation. She would write the proclamation.

6. CITY ATTORNEY

A. Scott Holcomb Request for Special Magistrate Lien Reduction – 572 Johns Pass Avenue

City Attorney Tom Trask gave the background of the item. There was a total of \$92,044.07 of associated fines. The property came into compliance on November 13, 2024. The property owner asked the City to waive the entire fine. It was not something City staff could support, but they would support a reduction to \$46,022.04. Because the lien on the property was recorded, the Special Magistrate cannot reduce the fine. It has to be considered by the Board of Commissioners.

Mayor Brooks opened to public comment.

John Scott Holcomb, 572 Johns Pass Ave., explained that the City informed his contractor that they would not require a permit for the outdoor kitchen because it is not a permanent structure, and there was already electricity and plumbing in place. He gave a copy of an Affidavit signed by his contractor to the City Clerk. The contractor asked the City for a copy of the video showing he had the conversation, but was told it was not available. He thought there were ongoing conversations between the contractor and the City to resolve it, so he would not have to tear down a \$60,000 kitchen. He understood that the fine of \$250 per day was due to not having fencing around the pool, not the kitchen. The fencing was put in, so he did not think there was any fine.

He was working with the City to figure out what they needed to do. He asked if the penalties could be delayed while he worked things out, but it was denied. He resides full-time in Tampa, and when he came back to the City, he found a notice of a hearing that had already taken place. He watched the video recording of the meeting and saw Attorney Trask add a certified letter signed by him to the record. Neither he nor his wife signed for a certified letter. Other things have happened throughout that process. It had always been his intent to come into compliance. He has emails from him and the City, as well as from him and the contractor, saying he needed to get it in compliance. He had asked what he needed to do.

In a letter about a year ago to Mr. Trask, he asked if the fine could be waived. Part of that was due to his conversation with Mr. Gomez about the issue that day, where he mentioned to Mr. Gomez that he did not sign the letter.

Deputy Siem from the Pinellas County Sheriff's Office said he tagged the home for a warning yesterday for not maintaining the yard. The home appeared to be abandoned. Deputy Snyder said they had pictures taken yesterday to show the condition of the yard.

Vice Mayor Kerr said they have a neighborhood four doors down from Mr. Holcomb that had an outdoor kitchen. They were told it was in violation. They took it down before it had gone to the Special Magistrate. He does not understand why it is coming to the Commission after two years.

Commissioner McGeehen said \$46,000 is a reasonable amount. With the storms, they need to show some compassion.

Vice Mayor Kerr said he would not wait two years to address the issue. It should have been taken care of.

Mayor Brooks said that what they do tonight, they would have to do for others.

The City Attorney reminded the Board that a decision would not be made at the meeting. The item will come back to the Board at the BOC Regular Meeting on August 13th for a decision and vote.

7. CITY MANAGER

A. Johns Pass Park Bathroom Mural

The City Manager reviewed the item. There are three murals to choose from.

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

Commissioner Tagliarini asked if they would get to vote on which mural they want. The City Manager said they have not gotten that far yet.

Public Works Director Megan Wepfer explained why she chose the mural of the dolphin.

Marina Manager Brian Crabtree explained why he chose the fish mural for the Marina.

The City Manager said the estimated cost for each project is \$5,000.

Vice Mayor Kerr said he would endorse the project and thanked the City Manager for doing it.

Mayor Brooks said some businesses have painted their names on the walls. The City Manager said it is non-conforming and is typically a secondary sign for most businesses.

The Board's consensus was to support the projects.

B. FY 2026 Gulf Beaches Public Library Budget

The City Manager reviewed the item. The item will come to the Board on August 13th for a vote.

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

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

C. FY 2026 PCSO Law Enforcement Agreement

The City Manager reviewed the item and explained the services provided by the agreement, as well as the increase in costs for FY 2026.

The City was asked to host the National Night Out event on October 7, most likely at ROC Park.

They should be getting a revised schedule of the deputies soon. A new captain, Captain Camacho, will be overseeing the agreement and the agreement for other cities.

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

The Board was in support of the agreement. The Sheriff's Office does a good job.

D. John's Pass Dredging Update

The City Manager gave an update on the John's Pass Dredging project. There have been no significant changes from the prior month, except for working with the Florida Department of Environmental Protection to finalize the information they requested. Aptim has all of the specifications and contract plans and is ready to move forward after the second permit is received.

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

Mayor Brooks said she would like more updates because she is frequently asked about it. She asked for an update on the August 7th meeting after Aptim meets with FDEP.

Commissioner Ghovae asked if the bidding would be within the grant funds. The City Manager said it is the goal.

E. FL Department of Environmental Protection (FDEP) Resiliency Grant Program

The City Manager explained the grant program. Funding is available for construction and planning. They will be submitting applications. They are also looking to have a vulnerability assessment that they can use for upcoming road projects.

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

Mayor Brooks said it would be a great idea to do a strategic planning event for the City. Vice Mayor Kerr asked if that was the idea of the Master Plan. Mayor Brooks said it is more about discussing what things are needed. It goes deeper than the Master Plan. The budget is based on strategic planning.

F. Information Technology – Integris Agreement for VCISO

The City Manager reviewed the item and said the agreement complied with the Florida Statute that requires additional cybersecurity. They went with the existing IT provider to create the Virtual Chief Information Security Officer. There is a grant for the costs, and the City should have applied for it.

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

Vice Mayor Kerr asked if it was going back out to bid. The City Manager said they are in either the second or third year of a five-year agreement. The Vice Mayor thought it should go back out to bid.

Mayor Brooks said she did extensive research comparing their contract and what they are doing for the City, and the \$60,000. There is a lot of overlap, and none of it is required. The state mandates none of it; it is a recommendation. She is concerned that the City did not apply for a \$200,000 grant last year or the year before, and Integris was aware of it. The original contract covers the majority of what the additional \$60,000 is for. She asked what Integris does for the \$200,000 the City pays. The City Manager said they get paid to manage the network, the architecture, and the equipment. A technician is available at City Hall once per week.

Mayor Brooks said three different technicians could not get her computer to print from her home printer. She has to come to City Hall to print.

The City Manager said they could look at ending the agreement. There is either a 60-day or 90-day out clause. Mayor Brooks said they should not have had to pay another \$60,000 for something that was part of the bid. The Mayor said she would like City staff to research the grant to find out what they could get, and then bid for the overall IT Services. Vice Mayor Kerr agreed.

G. Potential Property Purchase - 50 153rd Ave

The City Manager said they have had discussions and negotiations with Engaging Heaven Ministries for property on 153rd Avenue to build a Public Works Building/Facility to relocate the public works yard at the City's Marina location. They entered into a tentative agreement dependent on obtaining a second appraisal and the Commission's desire to continue the process. The property is three parcels on a little over seven tenths of an acre, and the current purchase price agreed upon is \$4.6 million. The City would fund it with undesignated reserves, a loan from the Parking Fund, and potential grant funding. The property is not big enough to house all of the public works. They would still need to lease property outside the City for sanitation.

The City Manager said the church would continue to utilize the property for six months from the date of closing. The goal would be to house some offices, a conference room, and as much equipment as they can on-site.

Commissioner Ghovae asked if they would need to rezone the property. Community Development Long Range Planner Andrew Morris said it is zoned C-3 and would require a special exception use, which would need to go before the Special Magistrate. Commissioner Ghovae did not think they should store trucks and equipment in a downtown area, and he opposed it.

Commissioner Tagliarini asked if they could still use the Marina to store the sanitation trucks. Director Wepfer said Public Works has a lot of equipment and needs yard space and workspace for the mechanic. The reason the garbage trucks are stored off the island is because they smell and

take up a lot of space. They need to make sure the property will meet their needs moving forward. They would still need to lease space for the garbage trucks off the island.

Vice Mayor Kerr asked if they would still need to utilize the Marina. Director Wepfer said no. Vice Mayor Kerr said he would be in favor of purchasing the property. They could design something suitable for the location.

Mayor Brooks said they talked about two different parcels and asked if the other parcel was off the table. The City Manager said no. The Mayor asked the City Manager to bring an update on the other parcel before they vote.

Commissioner McGeehen was not in favor of the purchase price. It is a great piece of property for Public Works, but he would like to see more negotiations with Engaging Heaven Ministries. Mayor Brooks said when purchasing a property, to think about what value it will bring to the City.

Commissioner Ghovae recommended bringing a concept plan for the site to the Board. Director Wepfer said that if it did not fit their needs, they would not have presented it to the Board. Vice Mayor Kerr said they need to look at it as if they are competing with developers who will buy for the best use.

Mayor Brooks said if the church is going to use the facility for six months, they should pay the City.

City Attorney Trask reminded the Board that the due diligence ends on August 20th, and the closing would be September 22nd.

Mayor Brooks opened to public comment.

A member of Engaging Heaven Ministries Church said they are looking to get off the beach because of the storms. They have not found a space yet, so that they will need a little time. He thanked the Board for considering the property.

The consensus of the Board was to bring the purchase agreement to the August 13th meeting for consideration and vote.

H. America 250 – Semiquincentennial

The City Manager said July 4, 2026, will be the United States' 250th anniversary of the signing of the Declaration of Independence. All governments have been encouraged to recognize the very special date with a variety of possible events, activities, displays, meetings, etc.

Vice Mayor Kerr said it is a great opportunity to market Madeira Beach.

Mayor Brooks said a neighboring community asked her if the City would consider partnering with them for an event. She suggested putting on a drone show for Founders Day.

The City Manager said they could do it on Saturday, July 4, 2026.

Mayor Brooks said she understands that the reason they celebrate on July 3rd instead of July 4th is that they did not have a barge. They now have a local contractor who will donate a barge for their celebrations. She would not want to do it any other day than on July 4.

Vice Mayor Kerr asked how they would plan it. The City Manager suggested they convene a committee among city staff and continue to update the Commission and get their input.

The consensus of the Board was to bring it back to the next workshop.

I. Code Enforcement – Abandoned/Derelict Boats and Abandoned/Unmaintained Pools

The City Manager reviewed the item. Pinellas County Sheriff Deputy Snyder said their role in handling it would be limited to private property. Otherwise, the local marine unit would have to handle it.

Mayor Brooks asked about two boats adjacent to the property at the entrance to the City and how the City could expedite the process. The fishing marina also has sunken boats. She asked how they get away with it. Deputy Snyder said it is recurring and frustrating.

Deputy Siem explained how they handle unmaintained pools. Deputy Snyder said they have gotten compliance on about 80-90% of the complaints they received.

Mayor Brooks said people ask her what the City could do about high grass. Deputy Siem addressed the concern. They try to get in touch with the owner. If the issue has not been resolved, they issue a written warning or a fine. He gave the City Manager a list of addresses, and he calls them every day. Deputy Snyder explained that it is a constant problem. They can mail a letter or leave a posting. After non-compliance, they take them to the Special Magistrate.

Vice Mayor Kerr asked if, when the deputies find a home that is not being lived in and the grass is growing, they could ask the homeowner if they have a pool and request that they contact the county mosquito control.

J. Electric (E-bike) Bicycles – Ordinances, Rules, Processes

Deputy Snyder said the Florida Statute defines an E-bike as a bicycle or tricycle equipped with fully operational pedals, a seat, and a motor of less than 750 watts. An E-bike cannot be operated on the beach. They have not added patrol, but he has increased his time on the beach. Violators are first given a warning. If they come onto the beach from a non-city access point, they may not be aware of the City's rules. If they have a recurring issue with an E-bike, they can issue a non-criminal ordinance violation citation.

Commissioner McGeehen said there is an issue with E-bikes not stopping at stop signs on North Bayshore. Deputy Snyder said he has not issued a bicycle citation in some time. His biggest issue

is that they travel in the opposite direction in the bike lane on Gulf Boulevard. Another problem is the E-motos, which are not street legal.

Deputy Snyder said the county is discussing an ordinance relating to the age of the younger riders on the E-bikes and requiring helmets up to a certain age.

K. Strategic Planning

The City Manager said it relates to the budget and is performance-based. The City Clerk said the City had a Strategic Planning session in 2017 or 2018. The participants were the department staff, the Board of Commissioners, and the community. The consultant who did the Strategic Planning Session provided a report to the City. She will send the report to the Board of Commissioners.

8. COMMUNITY DEVELOPMENT

A. Discussion Ordinance 2025-14: Amendments to Chapter 14, Article IV, Elevation and Relocation of Structures

Community Development Engineer Marci Forbes said they added the item to the agenda in case there were any questions left over from the Special Meeting. There were none.

The Mayor said there was no one present for public comment.

B. Post-Storm Update – FEMA, FDEP, Permitting, Department Updates

Community Development Director Jenny Silver gave an update on permitting, variance requests, and code enforcement cases from last week. They contract to support in building and planning review, and are working with CAP Government to see if they can get additional code enforcement assistance. They are working with Forerunner, which is the new floodplain management tool software. They will mail out the annual flood letters and the annual letters for repetitive loss areas next month.

Ms. Forbes said FEMA requested permits to start auditing and sight specific information. She anticipates they will be asking where the City's code enforcement is in post-storm recovery. That means that code enforcement will start picking up in the next couple of months.

Director Silver said they are trying to address all of the sections in FDEM Senate Bill 180. There is a lot there to digest. They are trying to address all those sections.

Vice Mayor Kerr asked how quickly they can expect the first review after an application is submitted for elevation, rebuild, or whatever. Are they getting better and ahead of the curve to decrease the backlog? How can they help? Ms. Forbes said they are having a problem with the permitting software providing the necessary data to expedite the process. They have to do some things manually.

Ms. Forbes said they are working at a crazy pace and can pay the subconsultants to work all day long, but they cannot pay staff who are willing to continue to work the 60-hour weeks. Everyone has met Joe; he is young, fit, and a beast, and can do that. Unfortunately, they have no mechanism to reward him for wanting to do that. He is the person she would want to pay to do that, versus forking out money to a subcontractor who has to get up to speed. They should be able to pay their staff overtime to do that, rather than hiring subconsultants, who they have to train. Some people get private providers to help expedite the process. They are stamping things to get it out the door, and it can be completely wrong.

Vice Mayor Kerr asked if overtime is not being allowed to complete the reviews. Director Silver said it applied to salaried employees, who review the permits. The Vice Mayor said they need to look at it. There needs to be a mechanism to allow them to be compensated. The City Manager said the Fair Labor Standards do not allow overtime to be paid to salaried employees. They can look at salary structures as they finalize the budget. City staff were working overtime directly after the emergency, and that was not allowed; they were in violation.

Ms. Forbes said the Pinellas County Licensing Board was taken away, and it is now up to the municipalities to collect and manage contractor licensing, which is another example of frustration. They had to spend a specific amount of time trying to get the software system to do it. Mayor Brooks asked if they should get different software. MGO is being used by two departments that are really one. It does not cost the City to make changes to the software. Director Silver said it would take a lot of time to get MGO to where it would need to be. They have looked at better software for the future; now is not a good time to make a change. Asella is the best one she has heard of, but it is expensive, and Pinellas County uses it. Vice Mayor Kerr said there would be an advantage to using the same software as the county.

A. Tech Grants

The item was added to the agenda.

Director Silver said Kimley-Horn approached them to discuss the Community Planning Technical Assistant Grant. Kimley-Horn would put together a proposal for the grant. The grant is up to \$75,000, it is reimbursable, and there is no match. They would like to update a large part of the land development regulations, specifically the ones discussed through the Master Plan and the codes that have not been touched since 1983. The Board was in favor of it.

Mayor Brooks said she received information on the Hazard Mitigation Grant through Local Mitigation Strategies (LMS). She said she emailed the City Manager asking what the City requested for mitigation, and did not receive a response. She received a spreadsheet of who made a request and for what they were getting. It was an \$800 million grant, and they told her the City did not ask for anything. The understanding was that every municipality that asked for something received at least their first request. She asked each Commissioner to meet one-on-one with the City Manager and Community Development to discuss what went wrong and why they did not receive anything from the grant. It is free money.

The City Manager said it is a match. The Mayor said it is not a dollar-to-dollar match because the federal share request is much more than the local share. The City Manager said there are multiple grants, which is why he mentioned the resiliency that the City will be doing. The Mayor said it was a huge miss on the City's part.

The City Manager said it was discussed within the departments, and nothing came back that was immediate that they had not already looked at through other sources. The Mayor said she was disappointed that he said there was no need for the City to make a submission. She asked the City Manager to share the spreadsheet with the other Commissioners. The City Manager said he would, and he was not aware of the entire program, but he will look at it.

Vice Mayor Kerr said at one point that they talked about having a grant writer on staff. The Mayor said it is the LMS Working Group, and each municipality has a voting member. They had regular Zoom meetings and discussed the grant. The Vice Mayor said there is value in having someone to research and write grants. The Mayor asked if they signed up for GrantWorks. The City Manager said they are waiting for them to bring back an agreement. The Mayor said there are resources and avenues available. The Vice Mayor said he does not expect City staff to be writing grants. Successful grant writing is an art. The Mayor said a grant did not need to be written for what she brought up.

9. FINANCE

A. Continuation of Banking Services – Hancock Whitney Bank

Mr. Laflin said the current contract with Hancock Whitney Bank will end September 30, 2025. They proposed another three-year extension through September 30, 2028, with no fee increase. The City has a very good relationship with them and has been impressed with their service delivery. He sees no need to explore the market and make a change. Staff recommended executing the three-year extension and asked for approval from the Board. The Board agreed to support the staff's recommendation.

10. PUBLIC WORKS

A. TruVac Trailer Purchase

Public Works Director Megan Wepfer said the current street sweeper was not in working capacity and was lost in Hurricane Helene. The cost of a new street sweeper is over \$400,000, and the life expectancy is only five to seven years. The City contracted street sweeping services out for \$2,500 per month. She proposed continuing the contracted services with SCA Sweeping and purchasing the TruVac Trailer, which will help the City stay in line with NPDS and better maintain the systems. Environmental Products Group quoted the trailer at \$143,570, and \$350,000 is budgeted. She responded to questions and comments.

B. Area 3 Construction Engineering Inspection (CEI) Approval

Director Wepfer presented a proposal from Terra Mare Consulting for the construction, engineering, and inspection services for the Area 3 Roadway and Drainage Improvement Project for \$185,000. There is a grant for the project through FDEP. She responded to questions and comments.

C. Interlocal Agreement with Thompson Consulting Services for Debris Monitoring

Director Wepfer said it would be an ongoing contract, and in the event of a disaster, there would be another monitoring firm available for clean-up. She responded to comments and questions.

D. Military Court of Honor Update July 23, 2025

Director Wepfer said groundwork has not begun yet, but they are working on the back end of the project. Concrete samples were poured, and a shell paver was selected. A revision to the existing property permit needs to be approved by the Southwest Florida Water Management District before it can begin the groundwork. The benches and flag poles have been ordered. There were no comments or questions from the Board.

E. Johns Pass Jetty Update July 23, 2025

Director Wepfer said she received the permit from FDEP for the installation of the Mobi-Mat, and it will be installed on Thursday. She is working with the engineering firm to complete the design plans. She is waiting on information from FDEP on the mean high tide line. She will reach out to Venice to get their design plans for a jetty they just completed, because it would be very similar. She responded to questions and comments.

F. 2026 John Deere Gator Discussion

Director Wepfer said she has \$25,000 to purchase a 2026 John Deere Gator in the FY 2025 budget to replace the aged 2016 Gator. She requested approval from the Board to purchase it for \$23,355 from Everglades Equipment Group through the Florida Sheriff's Association Cooperative Purchasing Program. That would leave \$1,645 available for emergency lighting. She responded to questions and comments.

G. Pinellas County Joint Participation Agreement Area 5

Director Wepfer said the roadway project is the last part of the Series 19. The City coordinates with the county when doing roadway projects so that the county can replace its aging infrastructure. The county will reimburse the City for the project costs. She responded to questions and comments.

H. Boca Ciega Street End Project Update 7-23-25

Director Wepfer said they are working on acquiring the pavers for the project, which are on a four to eight week lead time. They are hoping to mobilize on August 18, so when the pavers arrive, they can start the installation. She will stay within the \$150,000 estimated project cost.

I. FDOT 150th Ave. Resurfacing

Director Wepfer said FDOT listed the project for FY 2028. The depressions along 150th Ave. are from Pinellas County's sewer main, and they are aware that it is failing. She responded to questions and comments.

11. RESPOND TO PUBLIC COMMENTS/QUESTIONS

There were no responses to public comments.

Mayor Brooks asked for solid updates on the following storm-related projects at the next meeting:

- Tom and Kitty Stuart Park
- Archibald Park and the Snack Shack
- The Recreation Center
- City Hall First Floor

12. ADJOURNMENT

Mayor Brooks adjourned the meeting at 10:46 p.m.

ATTEST:

Anne-Marie Brooks, Mayor

Clara VanBlargan, MMC, MSM, City Clerk

Gulf Beaches Public Library Budget 2025-2026

Township Allocations

Population Stats:

Madeira Beach 3,999
 North Redington Beach 1,469
 Redington Beach 1,373
 Redington Shores 2,164
 Treasure Island 6,522
Total 15,527

Percentages per City/Town:

Madeira Beach: $3,999/15,527 = 25.8\%$
 North Redington Beach: $1,469/15,527 = 9.5\%$
 Redington Beach: $1,373/15,527 = 8.8\%$
 Redington Shores: $2,164/15,527 = 13.9\%$
 Treasure Island: $6,522/15,527 = 42\%$

Calculation:

Expenses Total: \$621,023.00 (From itemized budget sheet)
 Minus revenue coming in: \$237,000.00 (PPLC, Copy Machine, Notary, Parking) is:
\$621,023 - \$237,000 = \$384,023 (the proposed budget amount to be divided by towns)

Final Annual Dollar Amounts Due per City/Town:

Treasure Island 42% of \$384,023 = **\$161,290.00**
Madeira Beach 25.8% of \$384,023 = \$99,078.00
 Redington Shores 13.9% of \$384,023 = **\$53,379.00**
 North Redington Beach 9.5% of \$384,023 = **\$36,482.00**
 Redington Beach 8.8% of \$384,023 = **\$33,794.00**

Gulf Beaches Public Library Budget 2025-2026 (with Comparison)

	Budget 2024-2025	Budget 2025-2026
REVENUES		
NOTARY	\$1,000	\$1,000
COPY MACHINE	\$3,300	\$3,000
PINELLAS PUB. LIB. CORP.	\$220,000	\$230,000
PARKMOBILE	N/A	\$3,000
EXPENSES		
SALARIES AND WAGES w/ COLA	\$304,535	\$304,535
FICA	\$23,541	\$23,541
SEP	\$17,347	\$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	\$2,000	\$2,000
TELEPHONE AND INTERNET	\$16,500	\$16,500
POSTAGE	\$400	\$400
UTILITIES	\$5,000	\$5,000
ELECTRICITY	\$12,000	\$12,000
RENTALS AND LEASES	\$4,500	\$4,500
GENERAL INSURANCE	\$35,000	\$35,000
BUILDING MAINTENANCE	\$18,500	\$18,500
GROUNDS MAINTENANCE	\$4,000	\$4,000
OTHER MAINTENANCE	\$3,000	\$3,000
OFFICE SUPPLIES	\$4,000	\$4,000
DEPARTMENTAL SUPPLIES	\$6,000	\$6,000
DUES AND SUBSCRIPTIONS	\$7,500	\$7,500
CAPITAL IMPROVEMENTS	\$10,000	\$10,000
LIBRARY BOOKS	\$40,000	\$40,000
LIBRARY REFERENCE SOURCES	\$7,000	\$7,000
LIBRARY AUDIOBOOKS	\$4,500	\$4,500
LIBRARY DVDS	\$8,500	\$8,500
LIBRARY SUBSCRIPTIONS	\$6,000	\$6,000
CONTINGENCY	\$3,000	\$3,000
EBOOKS AND ELECTRONIC CONTENT	\$20,000	\$20,000
COMMUNITY OUTREACH	\$3,000	\$3,000
TOTAL EXPENSES	\$621,023	\$621,023



MEMORANDUM

Date: Aug 13, 2025
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: APPROVE GULF BEACHES PUBLIC LIBRARY FY 26 BUDGET

Background:

The Gulf Beaches Public Library (GBPL) 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.

Gulf Beaches Public Library Total (annual) Budget from FY 23 to proposed FY 26:

FY 23	\$538,630	
FY 24	\$596,263	
FY 25	\$621,023	\$24,7604.15% Increase-attributed to increases in salaries, utilities, building/grounds maintenance, library books, Ebooks & electronic content
FY 26	\$621,023	Same as FY 25

Revenues from the 5 member cities/towns (MB, Treasure Island, Redington Bch, N Redington Bch, Redington Shores) in aggregate will contribute: \$384,023 (see below calculations). The Pinellas Public Library Cooperative (PPLCP) funding, notary services, copy machine, and parking fees will add an additional \$237,000 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:

Percentages per City/Town:

Madeira Beach: $3,999/15,527 = 25.8\%$
 North Redington Beach: $1,469/15,527 = 9.5\%$
 Redington Beach: $1,373/15,527 = 8.8\%$
 Redington Shores: $2,164/15,527 = 13.9\%$
 Treasure Island: $6,522/15,527 = 42\%$

Calculation:

Expenses Total: \$621,023.00 (From itemized budget sheet)
 Minus revenue coming in: \$237,000.00 (PPLC, Copy Machine, Notary, Parking) is:
\$621,023 - \$237,000 = \$384,023 (the proposed budget amount to be divided by towns)

Final Annual Dollar Amounts Due per City/Town:Treasure Island 42% of \$384,023 = **\$161,290.00****Madeira Beach 25.8% of \$384,023 = \$99,078.00**Redington Shores 13.9% of \$384,023 = **\$53,379.00**North Redington Beach 9.5% of \$384,023 = **\$36,482.00**Redington Beach 8.8% of \$384,023 = **\$33,794.00****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
FY 26	\$99,078	(\$3,277)	(3.2%) Reduction

FY 22 to FY 26, increase of \$22,719, a 29.7% increase



MEMORANDUM

Date: Aug 13, 2025
To: City Commission
From: Robin I. Gomez, City Manager
Subject: APPROVE FY 26 PINELLAS COUNTY SHERIFF'S OFFICE LAW
ENFORCEMENT SERVICES CONTRACT

Background

The City of Madeira Beach procures full-time law enforcement services for all residents, businesses, and visitors from the Pinellas County Sheriff's Office. The enclosed contract details the arrangement for services and all related costs.

Discussion:

As in prior years the City's proposed contract with the Pinellas County Sheriff's Office provides for the following to be provided by the PCSO:

1. Patrol - 365 days/24 hours per day - 2 deputies with patrol automobile, back-up deputies as needed
2. Community Policing - 1 deputy, 40 hours per week to perform proactive patrols, make personal contacts with residents & businesses to explain crime prevention techniques and solve community crime problems, and over-all project a positive and interactive law enforcement presence in the City
3. Code Enforcement - 1 deputy, 40 hours per week to perform various code enforcement activities including observations, investigations, and remedial efforts to maintain the City's community property standards, to collect and report enforcement data and activity, and to prepare all processes specific to remediating code violations including special magistrate cases
4. School Crossing Guards – 2 guards (a reduction from 3 in the prior year) to ensure pedestrian safety in and around Madeira Fundamental school
5. All other law enforcement services as needed and/or requested by the City including, but not limited to, criminal investigations, K-9, SWAT, mobile command, marine, and other such specialized services to enforce laws. The City will pay for the services on an equal monthly basis.

The City will pay for the services on an equal monthly basis.

FY 2026 Cost: \$1,802,352.00, a 6.78%, \$114,384 increase over FY 25

Explanations of cost increases (and reductions) mainly due to rising equipment costs and pay increases:

-Labor increases (incorporating a reduction in school crossing guards from 3 to 2) of 7.0% equates to a \$103,522.00 increase, 90% of total \$114,384.00 increase

-Supervision, Equipment, and AIC increase of \$11,330, 16.1% or 10% of total \$114,384 increase

List of prior annual costs:

FY 2025 Cost: \$1,687,968, 7.14%, 112,548 increase over FY 24

FY 2024 Cost: \$1,575,420, a 7.91%, \$115,524 increase over FY 23

FY 2023 Cost: \$1,459,896, a 4.62% \$64,428 increase over FY 22

FY 2022 Cost: \$1,395,468, a 3.29%, \$44,484 increase over FY 21

FY 2021 Cost: \$1,350,984, a 2.66%, \$35,004 increase over FY 20

FY 2020 Cost: \$1,315,980

FY 20 to Proposed FY 25 cumulative increase: 28.2%, \$371,988

CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF MADEIRA BEACH, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY"; and BOB GUALTIERI, as Sheriff, Pinellas County, Florida, hereinafter referred to as "SHERIFF".

WITNESSETH:

WHEREAS, the CITY is a municipality within the boundaries of Pinellas County, Florida and wishes to purchase municipal law enforcement services for that area of land within its municipal boundaries in addition to those required to be provided by the SHERIFF prior to the execution of this Agreement; and

WHEREAS, the CITY is desirous of providing a high level of competent law enforcement service in conjunction and in harmony with its fiscal policies of sound, economical management; and

WHEREAS, the CITY has requested that the SHERIFF furnish law enforcement protection to its inhabitants and citizens; and

WHEREAS, the CITY desires that the SHERIFF furnish law enforcement protection on a full-time basis and duly perform any and all necessary and appropriate functions, actions, and responsibilities of a law enforcement force for the CITY; and

WHEREAS, the SHERIFF has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned; and

WHEREAS, the CITY desires to retain its ability to determine whether law enforcement services shall be provided by a City Police Department, by contract with another law enforcement agency or otherwise; and

WHEREAS, the SHERIFF is an independent constitutional officer of the State of Florida; and

WHEREAS, it is further the desire of the CITY that the full, complete and entire responsibility for law enforcement within the CITY be turned over to and be performed by the SHERIFF;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties do hereby covenant and agree as follows:

1. That the recitations set forth above are incorporated herein by reference in their entirety.
2. PURPOSE: The purpose of this Agreement shall be to provide the citizens of the CITY with high quality law enforcement services by the Sheriff's Office.

It is expressly acknowledged and agreed that all services provided by the SHERIFF under the terms of this Agreement are completely paid for by the consideration paid by the CITY under the terms of this Agreement and are completely separate and in addition to any and all ad valorem taxes or any other revenues paid by or received on behalf of the citizens of the CITY to the Pinellas County Board of County Commissioners. In light thereof, the SHERIFF shall continue to have the obligation to provide normal services to the same degree that such services are provided to the rest of Pinellas County and the CITY is not to be charged extra for these normal services.

PATROL SERVICES:

The SHERIFF hereby agrees to provide all necessary and appropriate law enforcement

services in and for the CITY by providing two (2) deputies with patrol automobile for twenty-four (24) consecutive hours each day, seven (7) days a week, to serve as law enforcement officers of the CITY. It is the obligation of the SHERIFF to ensure that two or more deputies are present within the city limits of the CITY at all such times except under emergency circumstances when backup assistance may be required from other Sheriff's deputies or municipal law enforcement officers.

COMMUNITY POLICING:

The SHERIFF further agrees to furnish one (1) deputy specifically for performing community oriented policing services. Said deputy shall be provided forty (40) hours per week excepting holiday leave, vacation leave, required training, court appearances, authorized sick leave, and such other absences as may be authorized by the SHERIFF or his designee. The specific hours of work of the community policing deputy shall be determined by his or her supervisor after consultation with the CITY.

- a. The Community Policing Deputy will perform interactive and proactive foot and bicycle patrols whenever transportation by a patrol vehicle is not necessary.
- b. The Community Policing Deputy will actively make personal contacts with both citizens and businesses to solve community crime problems.
- c. The Community Policing Deputy will meet with community leaders to explain crime prevention techniques.
- d. The Community Policing Deputy shall utilize business cards, voice mail, and cellular phones to ensure citizen contact regarding public safety concerns.

The SHERIFF further agrees to furnish one (1) deputy specifically for performing code enforcement services. This community policing deputy will also be provided forty (40) hours per

week excepting holiday leave, vacation leave, required training, court appearances, authorized sick leave, and such other absences as may be authorized by the SHERIFF or his designee. The specific hours of work of this community policing deputy shall be determined by his or her supervisor after consultation with the CITY.

- a. The Community Policing Deputy/Code Enforcement will investigate and take enforcement actions for violations of the CITY'S Code of Ordinances.
- b. The Community Policing Deputy will track and prepare statistical reports for the CITY concerning the numbers and types of violations issued on a monthly basis.
- c. The Community Policing Deputy will interact with both citizens and businesses to address and resolve code violation related issues.
- d. The Community Policing Deputy will, in conjunction with the CITY'S attorney, prepare and present code violation cases before the CITY'S Special magistrate as necessary.
- e. The Community Policing Deputy will, in conjunction with the CITY'S administrative/clerical staff, prepare citations, send notices of violations and Special Magistrate hearings, and perform other related administrative tasks.
- f. The Community Policing Deputy shall utilize business cards, voice mail and cellular phones to facilitate citizen contact regarding code violation concerns and questions.

While the CITY anticipates the code violation related work will occupy all or most of this Community Policing Deputy's time, this Deputy will also assist and work with the other Community Policing Deputy, if and when time allows and the need arises. Likewise, the other

Community Policing Deputy may, from time to time as the need arises, assist this Community Policing Deputy with work related to the enforcement of the City's Code of Ordinances.

The CITY agrees that it will provide the following at its expense:

- a. Both Community Policing Deputies will be provided with the necessary code enforcement training, which currently consists of four (4) separate courses.
- b. The Community Policing Deputy performing full-time code enforcement service will be provided the assistance of CITY administrative and clerical staffs, who will perform research, prepare and send out notices and correspondence and other like administrative and clerical tasks.
- c. Office space and the appropriate equipment needed for the performance of the Community Policing Deputies' administrative duties will be provided.

SCHOOL CROSSING GUARDS:

The SHERIFF further agrees to furnish two (2) school crossing guards. The hours of service of the school crossing guards shall be determined by the SHERIFF based on the hours of operation of the school or schools served.

3. POWER OF CITY TO DIRECT SERVICES. The SHERIFF shall confer with the Mayor and the City Commission and/or City Manager regarding law enforcement or code enforcement problems within the CITY and shall accept from the City Commission general policy direction on how these services are delivered and to what portion of the municipality a particular type or level of service shall be delivered to counteract law enforcement or code enforcement problems within the CITY. The SHERIFF shall comply with the request of the CITY regarding such matters unless such decisions will represent a danger to the deputies providing such service or to other members of the Sheriff's Office, will be violative of the law, good law enforcement

practices, the rules and regulations of the Pinellas County Sheriff's Office, or detrimental to the citizens of the CITY or the County. In the event that such concern arises, the SHERIFF will meet and confer with the Mayor and the City Commission, as is appropriate, on policy matters regarding the delivery of services and attempt to resolve any dispute or misunderstanding between them.

4. NO PLEDGE OF AD VALOREM TAXES. The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the SHERIFF will not ever have the right to require or compel the exercise of ad valorem taxing power of the CITY or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the CITY, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY.

5. AUTHORITY TO ACT. The CITY does hereby vest in each sworn law enforcement officer of the SHERIFF, who from time to time may be assigned to the CITY, to the extent allowed by law, the law enforcement powers of the CITY which are necessary to implement and carry forth the services, duties and responsibilities imposed upon the SHERIFF hereby, for the limited purpose of giving official and lawful status and validity to the performance thereof by such sworn law enforcement officers. Every sworn law enforcement officer of the SHERIFF so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn law enforcement officer of the CITY while performing such services, duties and responsibilities which constitute municipal

functions and are within the scope of this Agreement. Accordingly, such sworn law enforcement officers of the SHERIFF are hereby vested with the power to enforce the ordinances of the CITY, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto.

6. INDEMNIFICATION OF CITY. The SHERIFF will defend and pay any litigation or judgment against the CITY, its agents or employees, arising out of the acts or omissions of the SHERIFF, his deputy sheriffs, or other members of the Sheriff's Office performing services under this Agreement. Lawsuits and claims that may be filed from time to time hereunder shall be handled by the SHERIFF in accordance with normal procedures. The SHERIFF shall defend such lawsuits or claims and pay judgments or settlements in accordance with law.

Nothing contained herein shall be construed to limit or modify the provisions of Florida Statute 768.28 as it applies to the CITY and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the SHERIFF and the CITY pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

7. INDEPENDENT CONTRACTOR. The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his sworn officers.

8. SOVEREIGN IMMUNITY. The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that both parties enjoy presently under the

Constitution and statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes.

9. PROVISION OF SERVICES. The SHERIFF shall provide each deputy who serves in the CITY pursuant to this Agreement with a patrol automobile and all other necessary or appropriate equipment, except as provided above in Paragraph 2, Community Policing section.

10. PERSONNEL. The SHERIFF shall be responsible for the appointment, training, assignment, discipline and dismissal of all his law enforcement personnel performing services under this Agreement. The parties shall mutually cooperate to carry out the terms and conditions of this Agreement. Should the CITY or its designee believe that any deputy assigned to the CITY pursuant to the terms of this Agreement is failing to perform in a satisfactory manner, the CITY or its designee shall notify the Commander of the Patrol Operations Bureau of the Pinellas County Sheriff's Office. The parties shall work together to reach a mutually satisfactory resolution of the matter. However, it is understood that under this Agreement, the SHERIFF shall retain the sole authority to transfer, counsel, or discipline any deputy or other member of the Pinellas County Sheriff's Office. The SHERIFF is in compliance with Florida Statute §448.095 which references the use of E-Verify.

11. ENFORCEMENT OF LAWS. The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the CITY and the ordinances of the CITY. The SHERIFF shall bring appropriate charges for violations of all laws and ordinances. The SHERIFF shall ensure that deputies assigned to the CITY will have a general familiarity with the code of ordinances of the CITY. The CITY will provide adequate copies of its ordinances for this purpose at no cost to the SHERIFF.

12. FINES AND FORFEITURES. All fines and forfeitures rendered in any court as a

result of charges made by the SHERIFF shall be distributed according to general law and the rules of the court.

13. RECORDS. The SHERIFF shall maintain Uniform Crime Reporting records regarding crimes committed within the CITY. These records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and any other information as required by law. A computer printout reflecting a summary of overall activity by event type shall be furnished to the CITY each month.

14. NOTICE. Notice as required to be given hereunder shall be given to the following persons:

- A. The Sheriff of Pinellas County
Bob Gualtieri, Sheriff
P. O. Drawer 2500
Largo, FL 33779-2500
- B. City of Madeira Beach
Attention: Mayor
300 Municipal Drive
Madeira Beach, FL 33708

15. TERM. This Agreement shall take effect on October 1, 2025, and continue in effect thereafter through September 30, 2026, unless hereafter extended upon such terms and conditions as the parties hereto may later agree.

16. TERMINATION: Any party may terminate this Agreement without cause or further liability to the other parties, except as to the indemnification provided herein, upon written notice to the other parties given not less than ninety (90) days prior to the requested termination date. The required notice is deemed delivered when a copy is delivered to the other party and a receipt therefore signed by the other party.

The parties agree that where the Agreement is not terminated as provided for herein, the

terms of this Agreement shall automatically continue for 120 days beyond September 30, 2026, in the event a replacement contract has not yet been completely executed. The CITY shall continue to pay to the SHERIFF on a monthly basis the amount due per this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 2026, to the approval and execution of the replacement contract, and shall be paid by the CITY to the SHERIFF immediately for the services already provided.

17. CONTRACT COSTS. The CITY shall pay to the SHERIFF, as payment in full for all of the services herein agreed to be performed by the SHERIFF of Pinellas County, the sum of ONE MILLION EIGHT HUNDRED TWO THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS AND NO CENTS (\$1,802,352.00). Payment shall be made in twelve monthly installments of ONE HUNDRED FIFTY THOUSAND ONE HUNDRED NINETY-SIX DOLLARS AND NO CENTS (\$150,196.00). Payment shall be made on the first day of each month beginning on the 1st day of October 2025. (see Attachment 1.)

18. THIRD PARTIES. In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the parties hereto any right or cause of action or damages against the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

19. ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by the parties hereto and with the same formality of this Agreement.

20. NON-ASSIGNABILITY. The SHERIFF shall not assign or delegate the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in

any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the CITY, which consent must have been agreed to by the CITY at a public meeting and which consent may be withheld within the sole discretion of the CITY.

21. LIAISON. A close liaison shall be maintained between the CITY and the SHERIFF. The SHERIFF agrees to make available to the CITY a specific member or members of the command staff who shall be available twenty-four (24) hours per day to act as liaison between the CITY and the SHERIFF. The Mayor and Commissioners and the SHERIFF, or their designees, shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement. The SHERIFF or his designee shall, upon request of the City Commission, be present at City Commission meetings for discussion of the provision of law or code enforcement services within the CITY, for budget preparation purposes, or for any other purpose as the City Commission shall request from time to time. The SHERIFF, or his designee, shall be responsible for submitting appropriate staffing or information to the City Commission as is necessary for it to conduct its legislative business. Any request for the presence of the SHERIFF or his designee, or for the production of any information or staffing, shall be communicated solely through the Mayor and Commissioners or the City Manager.

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____, 2025.

ATTEST:

CITY OF MADEIRA BEACH

CITY CLERK

MAYOR

APPROVED AS TO FORM:

(CITY SEAL)

CITY ATTORNEY

SHERIFF, PINELLAS COUNTY, FLORIDA

BOB GUALTIERI, Sheriff

Attachment 1

**City of Madeira Beach
Cost of Law Enforcement Services
Worksheet - FY 26**

A.	Cost per Deputy				\$	132,550.00					
B.	Deputies by Post										
	Number		Relief Factor		Deputy						
	8	x	1.2	x	\$	132,550.00			\$	1,272,480.00	
C.	Deputies ~ Special Enforcement										
	Number		Relief Factor		Deputy						
	2	x	1	x	\$	132,550.00	CPD; Code enforce CPD		\$	265,100.00	
D.	School Crossing Guards										
	Number		SCG								
	2	x	\$ 11,610.00						\$	23,220.00	
E.	Vehicle Cost										
	Number		# Miles		\$ per Mile		Days per Year				
	8	x	34	x	1.2174	x	365	\$	120,863.00		
	2	x	45	x	1.2174	x	260	\$	28,487.00	\$ 149,350.00	
F.	Supervision										
	Number		Crime Factor		Sergeant/Supv						
	1	x	3.369%	x	\$	173,250.00	Sergeant	\$	5,837.00		
			FTE's		SCG Supv						
	2	/	12.0	x	\$	26,890.00	SCG Supv	\$	4,482.00	\$ 10,319.00	
G.	Equipment										
	Number		Positions		Equip Cost-CD						
	10	/	1,387	x	\$	656,850.00			\$	4,736.00	
H.	Allocated Indirect Cost (AIC)										
	Number		Positions		AIC-CD						
	10	/	1,387	x	\$	10,701,736.00			\$	77,157.00	
I.	Supervision, Equipment and AIC total								\$	92,212.00	
J.	TOTAL										
								Yearly	\$	1,802,362.00	
								Rounding	\$	(10.00)	
								Contract Amount	\$	1,802,352.00	
								12 monthly payments	\$	150,196.00	
	Increase from prior year-amount					\$	1,802,352.00	/	\$	1,687,968.00	\$ 114,384.00
	Increase from prior year-percentage										6.78%



Memorandum

Meeting Details: August 13, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: 2026 John Deere Gator Purchase

Background

Staff is requesting approval for the purchase of a 2026 John Deere Gator XUV825M S4 as a scheduled replacement for the City's aging 2016 John Deere Gator 825i S4, which has surpassed its useful life and is no longer dependable for operational use.

The City's current 2016 John Deere Gator has been in service for nearly a decade and is now in deteriorated condition, including:

- Severe rusting to the frame and body due to prolonged exposure to coastal conditions
- Multiple mechanical and electrical failures, resulting in reduced performance
- Frequent and costly repairs, making continued maintenance inefficient

This utility vehicle no longer meets the operational needs of the Public Works Department and has clearly reached the end of its service life.

The replacement unit—a 2026 John Deere Gator XUV825M S4—will be outfitted with emergency lighting, which will be installed by the City mechanic upon delivery. Additionally, the vehicle will receive standard City of Madeira Beach decals (previously acquired and kept in stock by Public Works for fleet use). All upgrades will be completed while staying within the \$25,000 budgeted amount.

Fiscal Impact

The purchase will be funded through the FY 2025 Capital Improvement Program under the Archibald Park Fund, with a total allocation of \$25,000. The Gator purchase cost is \$23,355.00, leaving \$1,645 available for emergency lighting installation and related accessories.

Recommendation(s)

Staff respectfully recommend approval of the purchase of a 2026 John Deere Gator XUV825M S4 from Everglades Equipment Group through the Florida Sheriffs Association Cooperative Purchasing Program for the amount of \$23,355.00. This replacement is essential to maintaining an efficient and safe fleet for Public Works operations.

Attachments

- Everglades Proposal



Florida Sheriffs Contract Quote

GOVERNMENT AGENCY INFORMATION			
Invoice to:	City of Madeira Beach	Ship to:	
Address:	505 150th Ave	Address:	
City, State, Zip:	Madeira Beach, FL	City, State, Zip:	
Contact Name:	Megan Wepfer	Contact Name:	
Phone:	727-543-8154	Phone:	

Everglades Equipment Group
138 Professional Way
Wellington, FL 33414

Everglades Equipment Group
1800 US Hwy 441 Leesburg, FL

Contact : Michael Crowe (407) 607-7158

Contract # FSA23-EQU21.0 Heavy Equipment
Effective Date: Oct 1, 2023 - Sept. 30, 2025

(Price valid for 30 days)

****Discounts off MSRP prices on non-spec options per contract**

[illegible]

Quote Summary

Prepared For

CITY OF MADEIRA BEACH
 300 MUNICIPAL DR
 SAINT PETERSBURG, FL 33708
 Business: 727-391-9951

Prepared By

Crowe Michael
 Everglades Equipment Group
 1800 Us Highway 441
 Leesburg, FL 34748
 Phone: 352-315-1016
 mcrowe@evergladesfarmequipment.com

IAW Contract FSA23-EQU21.0

Quote Id: 33136314
Created On: 08 July 2025
Last Modified On: 10 July 2025
Expiration Date: 07 August 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™ XUV825M S4 (Model Year 2026)	\$ 27,210.23	\$ 23,355.00	X 1 =	\$ 23,355.00
Equipment Total				\$ 23,355.00
Trade In Total				\$ 0.00

Quote Summary

Equipment Total	\$ 23,355.00
Trade In	
SubTotal	\$ 23,355.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 23,355.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 23,355.00

Selling Equipment

Quote Id: 33136314

Customer: CITY OF MADEIRA BEACH

JOHN DEERE GATOR™ XUV825M S4 (Model Year 2026)				
				Suggested List
				\$ 27,210.23
				Selling Price
				\$ 23,355.00
Hours:				
Stock Number:				
Code	Description	Qty	Unit	Extended
57EGM	GATOR™ XUV825M S4 (Model Year 2026)	1	\$ 21,299.00	\$ 21,299.00
Standard Options - Per Unit				
001F	US 49 State	1	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	\$ 0.00
1028	27" Maxxis Bighorn 2.0 extreme terrain radial tires on 14" Black Steel Wheels	1	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	\$ 0.00
2501	Olive and Black	1	\$ 131.00	\$ 131.00
4026	Half Doors - Olive & Black	1	\$ 1,693.00	\$ 1,693.00
4060	Black Roof	1	\$ 819.00	\$ 819.00
5010	Less Protection Package	1	\$ 0.00	\$ 0.00
5101	Base Comfort and Convenience Package	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 2,643.00
Dealer Attachments				
BUC10210	Occupant Protective Structure (OPS) Glass Windshield with Wiper	1	\$ 1,572.90	\$ 1,572.90
BUC11245	Turn Signal Light Harness Kit	1	\$ 184.04	\$ 184.04
BUC10608	Front turn signal light kit	1	\$ 111.29	\$ 111.29
Dealer Attachments Total				\$ 1,868.23
Other Charges				
	Freight	1	\$ 1,075.00	\$ 1,075.00
	Setup	1	\$ 325.00	\$ 325.00
Other Charges Total				\$ 1,400.00
Suggested Price				\$ 27,210.23
Customer Discounts				
Customer Discounts Total			\$ -3,855.23	\$ -3,855.23
Total Selling Price				\$ 23,355.00



JOHN DEERE



Item 9C.

Selling Equipment

Quote Id: 33136314

Customer: CITY OF MADEIRA BEACH



Memorandum

Meeting Details: August 13, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: TruVac Trailer Purchase

Background

The Fiscal Year 2025 budget allocated \$350,000 for the replacement of the City's Street sweeper. The replacement was intended to support ongoing stormwater system maintenance and uphold the City's MS4 (Municipal Separate Storm Sewer System) permit compliance.

Upon receiving updated quotes, staff determined that the cost for a new regenerative air or vacuum street sweeper has risen above \$400,000, significantly exceeding the approved budget. Given the high cost and a limited useful life of 5–7 years, staff has concluded that purchasing a new sweeper is not a fiscally responsible solution at this time.

Instead, the City has contracted with SCA Sweeping at a cost of \$2,500 per month. This contract includes:

- A complete monthly citywide sweep
- A second monthly vacuum sweep focused specifically on the pervious concrete areas in Boca Ciega Neighborhood, 137th Ave. Circle., and portions of Gulf Lane.

This approach ensures continued street-level stormwater management without the capital burden of new equipment.

Benefits of TruVac Trailer:

- Significantly lower cost than a full sweeper unit
- Increased access to hard-to-reach storm drain inlets
- Supports compliance with the City's MS4 permit by improving pollutant and debris removal
- Reduces localized flooding through regular catch basin cleaning
- Lower maintenance and longer equipment life compared to traditional sweepers

Fiscal Impact

The fiscal impact is \$143,570.00 purchase from the Stormwater department which has been budgeted for \$350,000.

Recommendation(s)

Staff recommends approval of the purchase of a TruVac trailer from Environmental Products Group in the amount of \$143,570.00, utilizing Sourcewell Contract #101221-VTR.

Attachments

- Environmental Products quote
- Sourcewell Documents
 - RFP
 - Contract
 - Pricing

Environmental Products Group

Proposal Summary

TRXX

Single Engine Hydro Excavation
Machine Mounted on a Trailer

For Madeira Beach



BASIC

MODEL

Vacuum System	1000 CFM PD Blower	Debris Body Capacity (Gal)	500
Engine	64 HP	Water Capacity	200
Water Flow	5.00	Water Pressure	3000
Chassis Source	Vactor	Water Tank Material	Polyethylene
Controls		Blower High Temp Shutdown	
Tounge Jack	Powered		

CHASSIS

STANDARD FEATURES

T003STD	Floatball Shutoff
T004STD	Hydraulic Rear Door Open/Close
T006STD	Hydraulic Dumping
T007STD	Rear Door Safety Prop
T010STD	3/8" x 50" Curbside Hose Reel
T011STD	6" Water Tank Top Fill with Cap
T012STD	Digging Lance & Nozzle Package (5 GPM Rotator Nozzle & 4 GPM Straight Tip Single Jet Nozzle)
T013STD	Digging Lance Vacuum Tube and Nozzle Storage
T014STD	Washdown Gun/Storage
T016STD	Primary Microstrainer Filter w/ Clean Out (5 micron)
T018STD	Vacuum Dig Tube
T019STD	Power System Shroud
T022ASTD	Lighted Control Screen w/ Lockable Cover
T1002STD	Inspection Port at Rear
T200STD	200 Gallon Water Tank
T3000STD	5 GPM @ 3000 PSI Water Pump
T4002STD	Wireless Remote



T4004STD	4 Way Valve w/ Wireless Remote Operation for unclog feature
T4005STD	Camlock Vacuum Fittings
T500STD	500 Gallon Spoils Tank
T9004STD	Anti-Siphon Water Tank Fill
T9024STD	Wheel Chocks and Holder
T9025STD	Pintle Trailer Hitch

BOOM

T4001A	Extendable Boom w/ 4" Boom Hose
--------	---------------------------------

DEBRIS BODY

T1004	Debris Body Vibrator
T3001	Cyclone Filter

MISCELLANEOUS

T018A	Vacuum Dig Tube Handle Assembly
T1003	4" x 25' Hose w/ Hose Ends
T5002	Hydraulic Tool Package
T8024	Amber Lights for Flashing Light Package
T9023PA	Safety Cone Storage Rack - Post Style

LIGHTING

T8004	Work Zone Lighting Includes Boom Rear Workstation and Side Work Lights
T8007	Rear Directional Control LED Arrowstick
T8008	Federal Signal Strobe Package





PAINT

Cab Paint Color

Cab Paint Color Code

Module Paint Color

Grey

Module Paint Code

840976EX

LOGO-APPL.

TruVac Logos - Applied

TOOLBOX

T4007

P/S Over Fender Toolbox

Total Price: \$144,403

Discount: (\$4,333)

Freight: \$3,500

Sourcewell Contract # 101221-VTR Price: \$143,570





Memorandum

Meeting Details: August 13, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Interlocal Agreement with Thompson Consulting Services for Debris Monitoring

Background

Pinellas County has procured disaster debris collection and removal services and disaster debris monitoring and management services by competitive proposal in compliance with 2 C.F.R. 200.318 through 200.326, and FEMA guidance, and award multiple contracts for debris collection and removal as well as debris monitoring and management to contractors. Under the terms of this contract, Contractors will provide debris removal services within geographic Pinellas County, including municipalities, therein should the municipalities enter into this agreement and subsequent agreements with the contractor in accordance with municipality anticipated needs.

The intent is for the municipality to receive the benefits of the contractors without exposing the county to any costs or expenses for the services rendered by the contractors for debris monitoring and management services. This agreement is to foster a greater economy and efficiency and in accordance with efforts to promote cost effective use of shared services. The term of the agreement is for 5 years starting 2023 and ending 2028.

Staff is requesting the Board of Commissioners approve the Interlocal agreement with Thompson Consulting Services to have an ongoing contract in the event of a disaster and another monitoring firm is needed. This will help to ensure that the city is receiving the best possible service outcome and has ample resources available.

Fiscal Impact

No immediate fiscal impact unless there is a storm event and cleanup is needed. Fee schedule is attached for each contractor

Recommendation(s)

Staff recommends approval of the Interlocal Agreement with Thompson Consulting Services pursuant to 22-0601-P with Pinellas County.

Attachments

- Expected ILA with Pinellas County
- Exhibit A.2 with Thompson Consulting Services

**INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS
FOR
THE COOPERATIVE PROCUREMENTS OF DISASTER DEBRIS COLLECTION &
REMOVAL SERVICES AND DISASTER DEBRIS MONITORING & MANAGEMENT
SERVICES
WITHIN GEOGRAPHIC PINELLAS COUNTY**

THIS AGREEMENT, entered into on the date of execution by the local government, and PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to herein as ("Parties").

Recitals

WHEREAS, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the Parties separately control and maintain various rights-of-way throughout the geographic boundaries of Pinellas County; and

WHEREAS, due to functional classification and/or annexation, the COUNTY has control and maintenance responsibility over certain roads within the MUNICIPALITY's jurisdictional boundaries; and

WHEREAS, the COUNTY intends to procure or has procured disaster debris collection and removal services and disaster debris monitoring and management services by competitive proposal in compliance with 2 C.F.R. §200.318 through 200.326, and FEMA guidance, and award multiple contracts for debris collection and removal as well as debris monitoring and management to Contractors; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, the MUNICIPALITY may be unable to timely effectuate debris collection, monitoring and management using MUNICIPALITY staff and resources; and

WHEREAS, under the terms of the contracts, Contractors will provide debris removal services within geographic Pinellas County, including MUNICIPALITIES therein should the MUNICIPALITIES enter into this Agreement and subsequent agreements with the Contractors in accordance with a MUNICIPALITY's anticipated needs; and

WHEREAS, the intent is for the MUNICIPALITY to receive the benefits of the Contractors without exposing the COUNTY to any costs or expenses for the services rendered by the Contractors for debris monitoring and management services on behalf of the MUNICIPALITY; and

WHEREAS, to foster greater economy and efficiency and in accordance with efforts to promote cost-effective use of shared services, the Parties are entering into this intergovernmental agreement for the procurement of shared services in compliance with 2 C.F.R. §200.318(e) and related FEMA guidance.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by all Parties, it is hereby agreed by and between the Parties as follows:

SECTION 1 OBLIGATIONS OF THE COUNTY

1.1 The COUNTY will undertake or has undertaken a competitive procurement process for the disaster debris collection and removal services, for which municipal representatives participated or had the opportunity to participate.

1.2 The scope of the work procured by the COUNTY is/will be as set forth in Section E of COUNTY RFP Proposal Number **22-0617-P(AJM)** to provide comprehensive disaster debris collection and removal services as and when required.

1.3 The tasks encompassed by the competitively procured contract includes or will include Emergency Debris Clearance (First Push); Temporary Debris Storage and Reduction Sites/Management; Debris Removal; Hazardous Tree and Limb Removal; and Hazardous Stump Removal.

1.4 The COUNTY will undertake, or has undertaken a competitive procurement process for the disaster debris monitoring and management services, for which municipal

representatives participated or had the opportunity to participate. The scope of work will be or was as set forth in Section E of COUNTY RFP Proposal Number **22-0601-P(JJ)**.

1.5 The COUNTY will or did notify potential proposers in the competitive processes that the procurements are joint or cooperative procurements.

1.6 Within thirty (30) days of execution of any contract(s) pursuant to the aforementioned RFPs, if any, or the execution of this Agreement if contract(s) are executed prior to this Agreement, the COUNTY will notify the MUNICIPALITIES in writing and provide the MUNICIPALITIES with a copy of the COUNTY's contract(s).

1.7 Should the MUNICIPALITY enter into a Participation Agreement in substantially the same form as Exhibit A.1 and/or A.2 with the COUNTY's successful contractor(s), the COUNTY, within five (5) business days of a request by the MUNICIPALITY, will provide any necessary documentation to support the competitive nature of the procurement as required to assist the MUNICIPALITY in any claim for Public Assistance from the Federal Emergency Management Agency (FEMA). Notwithstanding the foregoing, if a request is made by a MUNICIPALITY with five (5) days of a declaration of State of Emergency affecting the COUNTY, or at any time during a State of Emergency affecting the COUNTY, the COUNTY has up to sixty (60) days to provide any necessary documentation to support the competitive nature of the procurement as required to assist the MUNICIPALITY in any claim for Public Assistance from the Federal Emergency Management Agency (FEMA).

1.8 The COUNTY will be responsible for seeking Public Assistance from FEMA for disaster debris collection, removal, and monitoring as appropriate **only** for costs incurred by the COUNTY.

SECTION 2 OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY hereby endorses the COUNTY's competitive procurement process for disaster debris collection and disaster debris monitoring and management with the encompassing scope and tasks set forth in Section 1 of this Agreement.

2.2 The MUNICIPALITY had the option and ability to review the COUNTY's procurement process utilized in the procurements of the disaster debris collection contract(s) and the disaster debris monitoring and management contract(s) and is satisfied that the COUNTY's process complies with 2 C.F.R. §200.318 through 200.326 and FEMA guidance.

2.3 If the MUNICIPALITY decides to enter into an agreement with the Contractor(s) pursuant to the COUNTY's competitive procurement process, it will do so utilizing the Participating Agreement(s) substantially similar to those attached hereto as Exhibits A.1 and A.2. Within five (5) business days of entering into such a contract, the MUNICIPALITY must provide written notice of same to the COUNTY.

2.4 The MUNICIPALITY will be responsible for administering all aspects of its agreement(s) entered into pursuant to this Agreement.

2.5 The MUNICIPALITY recognizes and understands that the COUNTY's prioritization of debris collection, particularly as it relates to First Push, takes precedence over the MUNICIPALITY's prioritization.

2.6 The MUNICIPALITY will be responsible for payment of disaster debris collection services and disaster debris monitoring and management services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's contract with the Contractor(s).

2.7 The MUNICIPALITY will be responsible for seeking Public Assistance from FEMA as appropriate.

SECTION 3 ADDITIONAL SERVICES

The Parties agree not to enter into additional services with the contractors awarded the jointly or cooperatively procured disaster debris collection contracts and/or the disaster debris monitoring and management contract(s) by the COUNTY, except as expressly authorized by the COUNTY's disaster debris clearance contract(s) and/or the disaster debris monitoring and management contract(s) or this Agreement.

SECTION 4 OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Public Works
Kelli Hammer-Levy, Director
22211 U.S. Highway 19 North
Clearwater, FL 33765
klevy@pinellascounty.org

MUNICIPALITY: See Contact Information on Signature page

SECTION 5 HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster debris collection, removal, and/or monitoring services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement.

SECTION 6 FILING WITH THE CLERK

Prior to its effectiveness, this Agreement and any subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County.

SECTION 7 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

7.1 This Agreement may be signed in counterparts and will become effective as to each MUNICIPALITY after execution and upon filing with the Clerk of the Circuit Court of Pinellas County in accordance with Section 6 and shall remain in effect until canceled or until the termination of the agreements entered into by the COUNTY pursuant to the competitive procurements referenced herein, whichever is sooner.

7.2 This Agreement may be canceled with cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 8 TERMINATION OF DISASTER DEBRIS COLLECTION AGREEMENT

Nothing herein shall prevent any party thereto, including Pinellas County from terminating any disaster debris collection contracts or disaster debris monitoring and management contracts entered into pursuant to COUNTY RFP Proposal Number **22-0617-P (Disaster Debris Collection and Removal RFP)** and/or COUNTY RFP Proposal Number **22-0601-P (Disaster Debris Monitoring and Management RFP)**, or any Party to a Participation Agreement from terminating that agreement in accordance with the termination provisions of those contracts.

SECTION 9 ENTIRE AGREEMENT


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

SECTION 10 APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida. The Parties agree that venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date as set forth in Section 7.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: 

Barry A. Burton
County Administrator

Legal review:

APPROVED AS TO FORM
By: Christy Donovan Pemberton
Office of the County Attorney

CITY OF MADEIRA BEACH

By: [Signature]
Print Name: James Postek
Title: Mayor

ATTEST: [Signature]

Legal review: [Signature]

(MUNICIPAL SEAL)



Contact Information for Notification

Name: Megan Wepter
Title: Public Works Director
Address: 300 Municipal Dr.
madeira Beach, FL 33708
Phone: 727-543-8154
E-mail: mwepter@madeirabeachfl.gov

EXHIBIT "A.1"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0617-P(AJM)

This contract entered into this _____ day of _____, 202_, by and between the City/Town of _____, a political subdivision of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0617-P(AJM) for Disaster Debris Collection & Removal Services ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

CITY/TOWN

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

EXHIBIT "A.2"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING & MANAGEMENT SERVICES
AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0601-P(JJ)

This contract entered into this _____ day of _____, 202_, by and between the City/Town of _____, a political subdivision of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0601-P(JJ) for Disaster Debris Monitoring & Management ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

CITY/TOWN

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

EXHIBIT "A.1"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES
AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0617-P(AJM)

This contract entered into this _____ day of _____, 202_, by and between the City/Town of Madison Beach, a political subdivision of the State of Florida, whose address is 300 Municipal Drive, Madison Beach, FL 33708, hereinafter called "CITY/TOWN", and Phillips and Jordan, Incorporated, an Incorporated Company whose address is 10142 Parkside Drive, Suite 500, Knoxville, TN 37922, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0617-P(AJM) for Disaster Debris Collection & Removal Services ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

DocuSigned by:
By: Morgan Pierce
2E2CED33513C4D1...
Print Name: Morgan Pierce
Title: President, Power
Date: 6/15/2023

CITY/TOWN

By: [Signature]
Print Name: James Postek
Title: Mayor
Date: 6-14-2023
Attest: Clara Van Blaugu
City Clerk
ATTEST: [Signature]
City Clerk

(CITY/TOWN SEAL)



EXHIBIT "A.1"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0617-P(AJM)

This contract entered into this _____ day of _____, 202_, by and between the City/Town of Madiera Beach, a political subdivision of the State of Florida, whose address is 300 Municipal Drive, Madiera Beach, FL 33708, hereinafter called "CITY/TOWN", and DRC EMERGENCY SERVICES, LLC, an Incorporated Company whose address is 10142 Parkside Drive, Suite 500, Knoxville, TN 37922, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0617-P(AJM) for Disaster Debris Collection & Removal Services ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

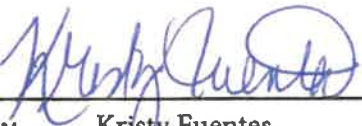
NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.



5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

By: 
Print Name: Kristy Fuentes
Title: VP, Secretary, Treasurer
Date: 6/20/2023

CITY/TOWN

By: 
Print Name: James Pasfek
Title: Mayor
Date: 6-14-2023
ATTEST: 
City Clerk

(CITY/TOWN SEAL)



EXHIBIT "A.1"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES
 AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0617-P(AJM)

This contract entered into this _____ day of _____, 202_, by and between the City of Madeira Beach, a political subdivision of the State of Florida, whose address is 300 Municipal Dr. Madeira Beach, FL 33708 hereinafter called "CITY/TOWN", and TFR Enterprises, Inc, an Incorporated Company whose address is 601 Leander Drive, Leander, Texas 78641, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0617-P(AJM) for Disaster Debris Collection & Removal Services ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

By: [Signature]
Print Name: Tipton F. Rowland
Title: CEO
Date: 7/19/2023

CITY/TOW

By: [Signature]
Print Name: James Postek
Title: Mayor
Date: 6-14-2023
ATTEST: [Signature]
City Clerk

(CITY/TOWN SEAL)



EXHIBIT "A.1"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES
AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0617-P(AJM)

This contract entered into this 14 day of June, 2023, by and between the City/Town of Madira Beach, a political subdivision of the State of Florida, whose address is 300 Municipal Drive, Madeira Beach, FL 33708 hereinafter called "CITY/TOWN", and SOUTHERN DISASTER RECOVERY, LLC, an Incorporated Company whose address is 10142 Parkside Drive, Suite 500, Knoxville, TN 37922 hereinafter called "CONTRACTOR".
109 white oak Rd, Greenville, SC 29609
WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0617-P(AJM) for Disaster Debris Collection & Removal Services ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:


1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.


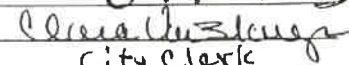
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

CITY/TOWN

By: 
Print Name: Al McClaran
Title: CEO
Date: 07/17/2023

By: 
Print Name: James Pastele
Title: Mayor
Date: 6-14-2023
ATTEST: 
City Clerk

(CITY/TOWN SEAL)



EXHIBIT "A.1"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES
AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0617-P(AJM)

This contract entered into this _____ day of _____, 202_, by and between the City/Town of Madaira Beach, a political subdivision of the State of Florida, whose address is 300 Municipal Drive, Madeira Beach, FL 33708, hereinafter called "CITY/TOWN", and CROWDERGULF JOINT VENTURE, INC., an Incorporated Company whose address is 10142 Parkside Drive, Suite 500, Knoxville, TN 37922, hereinafter called "CONTRACTOR".
5629 Commerce Blvd. East, Mobile, AL 36619
WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0617-P(AJM) for Disaster Debris Collection & Removal Services ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW, THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.

5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

By: Ashley Ramsay Naile
Print Name: Ashley Ramsay Naile
Title: President
Date: 07-20-23

CITY/TOWN

By: [Signature]
Print Name: James Postele
Title: Mayor
Date: 6-14-2023
ATTEST: Clara Van Bluycke
City Clerk

(CITY/TOWN SEAL)



PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING & MANAGEMENT SERVICES AS PART OF
PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0601-P(JJ)

This contract entered into this _____ day of _____, 2025, by and between the City of Madeira Beach, a political subdivision of the State of Florida, whose address is 300 Municipal Drive, Madeira Beach, FL 33708, hereinafter called "MUNICIPALITY", and Thompson Consulting Services, LLC, whose address is 2601 Maitland Center Parkway, Maitland, FL 32751, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0601-P(JJ) for Disaster Debris Monitoring & Management ("RFP") the MUNICIPALITY desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the MUNICIPALITY as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the MUNICIPALITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "MUNICIPALITY."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the MUNICIPALITY or its duly authorized representative.
3. The MUNICIPALITY agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract, including any exercised term extension of the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR
THOMPSON CONSULTING SERVICES, LLC

MUNICIPALITY
CITY OF MADEIRA BEACH

By: _____
Print Name: Jon Hoyle
Title: President
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

ATTEST: _____

(CITY / TOWN SEAL)



Memorandum

Meeting Details: August 13, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Pinellas County Joint Participation Agreement Area 5

Background

The purpose of this memo is to request the review and approval of a Joint Participation Agreement (JPA) between the City of Madeira Beach and Pinellas County for the Area 5 Roadway and Drainage Improvement Project.

The Area 5 Roadway and Drainage Improvement Project will address longstanding infrastructure needs within the following streets:

- 129th Avenue East
- 131st Avenue East
- Pelican Lane
- East End Lane
- Boardwalk Place

The construction portion of the project is expected to be advertised for bid within the next month. Once a contractor is selected through the public bidding process, construction will proceed based on the selected schedule and funding approvals.

Fiscal Impact

- Total Engineer Estimated Project Cost: \$3,626,153.00
- Pinellas County Contribution (via JPA): Approximately \$1,555,378.00

Pinellas County's portion of the project cost relates to utility infrastructure that falls under their jurisdiction. The City's partnership with the County through the JPA ensures an efficient and

coordinated approach to construction and minimizes overall disruptions to residents and businesses in the project area.

Recommendation(s)

Staff recommends the approval of the Joint Participation Agreement (JPA) with Pinellas County for the Area 5 Roadway and Drainage Improvement Project, allowing the project to move forward toward bid advertisement and eventual construction.

Attachments

- **PC JPA**
- **Cost Estimate**
- **Exhibit A – Location Map**

JOINT PROJECT AGREEMENT

BETWEEN PINELLAS COUNTY AND THE CITY OF MADEIRA BEACH FOR CONSTRUCTION SERVICES FOR THE RELOCATION AND REPLACEMENT OF PINELLAS COUNTY WATER MAINS, SEWER GRAVITY MAINS, FORCEMAINS AND RECLAIMED WATER MAINS OWNED AND MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED CITY OF MADEIRA BEACH ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG 129TH AVENUE EAST, 131ST AVENUE EAST, EAST END LANE, BOARDWALK PLACE, AND PELICAN LANE ROADWAYS.

SECTION 1 INTENT OF AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 2025, by and between **PINELLAS COUNTY** a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the **CITY OF MADEIRA BEACH, FLORIDA**, a municipal corporation existing under the laws of the State of Florida, within said Pinellas County, acting by and through its City Commission, herein referred to as "CITY", collectively "PARTIES".

WITNESSETH that:

WHEREAS the CITY desires to construct roadway and drainage system improvements along 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane; and

WHEREAS, the COUNTY owns and operates potable water mains, fire hydrants, service lines, connections, water meters, gravity sewer mains, lateral services, force mains, reclaimed water mains, reclaimed water services, manholes, gate valves and miscellaneous utility appurtenances that require relocation and replacement along 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane, as described in Exhibit A; herein referred to as "COUNTY UTILITY WORK," and

NOW, THEREFORE, in consideration of the monies hereinafter agreed to be paid and the mutual covenants contained herein, the parties hereby mutually agree as follows:

SECTION 2 SCOPE OF CONSTRUCTION SERVICES

The scope of Construction Services for the PROJECT shall include the following:

As part of the City of Madeira Beach's 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane roadway and drainage improvements, some of the existing watermain, reclaimed water and gravity sewer mains owned by COUNTY conflicts with the proposed road and drainage improvements and will be replaced or realigned to accommodate the proposed project improvements. The existing water mains are composed of 6-inch and 12-inch watermain with some being old cast-iron pipes and substandard thin wall PVC Conduit pipes that have surpassed their useful life. At 131st Avenue East, COUNTY proposes to install a new 6" HDPE or PVC watermain approximately 400 LF. At 129th Avenue East, COUNTY proposes to install a 12" HDPE or PVC x approximately 700 LF. At Pelican Lane, COUNTY proposes to install a new 6" HDPE or PVC x approximately 1086 LF and At East End Lane and Boardwalk Place. The COUNTY proposes to install a new 6" HDPE or PVC watermain approximately 650 LF. Part of the project will be installing a minimum of 3 new fire hydrants and new service lines, meter boxes and Automatic Meter Readers (AMR) to the project areas. There might be some minor reclaimed water and gravity sewer relocation and replacement due to the potential road and drainage conflict. ("COUNTY UTILITY WORK")

SECTION 3 SERVICES TO BE PROVIDED BY THE CITY

Preceding this agreement, the COUNTY hired the services of one of it's Small Business Enterprise Consultants to design the COUNTY UTILITY WORK as part of the CITY's 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane roadway and drainage improvement project (the "PROJECT"). Upon acceptance and approval of the construction plans and specifications by all parties, the CITY shall hire a private contractor to construct the COUNTY UTILITY WORK.

The COUNTY shall reimburse the CITY for the cost of the construction of the COUNTY UTILITY WORK as set forth in Section 5 below. The CITY shall not be obligated to provide work by its private contractor for the COUNTY UTILITY WORK that exceeds One Million Nine Hundred Thirty-Six Thousand Dollars and 00/100 (\$1,936,000.00) for the cost of said work.

The CITY will provide a representative to attend construction meetings and inspect the construction of the roadway and drainage improvements to ensure that construction is completed in accordance with the construction plans and specifications.

Upon completion of the COUNTY UTILITY WORK, the CITY shall ensure that any warranties, including materials, equipment, workmanship, and closeout documents, by the contractor constructing the COUNTY UTILITY WORK, is passed on to the COUNTY under the same terms and conditions as that warranty applies to facilities constructed or installed on behalf of the CITY.

SECTION 4 SERVICES TO BE PROVIDED BY THE COUNTY

The COUNTY will provide a representative to attend construction meetings and inspect the construction of the COUNTY UTILITY WORK to ensure that COUNTY standards are met.

The COUNTY will submit and obtain any permits associated with the relocation of the COUNTY'S utilities and operation of the COUNTY UTILITY WORK.

When construction of the COUNTY UTILITY WORK is completed, the COUNTY shall own, operate, and maintain the upgrades to the COUNTY UTILITY WORK.

SECTION 5 FUNDING AND INVOICING

The COUNTY will pay 100% of the total cost of construction and relocation of the COUNTY UTILITY WORK along 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane, which shall not exceed One Million Seven Hundred Sixty Thousand Dollars and 00/100 (\$1,760,000.00).

The COUNTY will pay an additional ten percent (10%) of the total cost of construction services which shall not exceed One Hundred Seventy-Six Thousand Dollars and 00/100 (\$176,000.00), that will cover mobilization, maintenance of traffic and miscellaneous administrative fees of the COUNTY UTILITY WORK.

The CITY shall initially pay the total construction cost for the COUNTY UTILITY WORK. The CITY will invoice the COUNTY for the construction costs of the COUNTY UTILITY WORK, not to exceed One Million Nine Hundred Thirty-Six Thousand Dollars and 00/100 (\$1,936,000.00) upon approval of the COUNTY Project Manager. The COUNTY shall pay the CITY in accordance with the Florida Prompt Payment Act time schedule for construction projects.

During construction management, the CITY shall process invoices from the CITY's engineering consultant and construction contractor and submit copies to the COUNTY along with progress reports and requests for payment.

SECTION 6 BONDS, INSURANCE, AND INDEMNIFICATION

The CITY will require the construction contractor to comply with the following conditions. The COUNTY shall be responsible for the costs attributed to said compliance with these conditions as part of the UTILITY WORK, subject to the total not-to-exceed figure established in Section 5:

- A. Indemnify, hold harmless, pay the costs of defense on behalf of and defend the COUNTY and its agents and employees and the CITY and its agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the Project or the COUNTY UTILITY WORK;
- B. Provide a dual obligee bond in the full amount of the PROJECT, naming the COUNTY and the CITY as obligees; and
- C. Provide insurance coverage naming the COUNTY and the CITY as additional insured entities and certificate holders.

SECTION 7 ACCOUNTING RECORDS

Records of expenses pertaining to all construction services performed by the CITY's approved contractor related to the PROJECT, shall be kept in accordance with generally recognized accounting principles and procedures.

SECTION 8 EFFECTIVE DATE

This Agreement shall take effect immediately upon filing with the Clerk of the Circuit Court in Pinellas County in accordance with Florida Statutes, Section 163.01(11), and shall continue in full force and affect until the CITY provides to the COUNTY mutually agreeable documentation which substantiates that this Agreement has been fully performed and COUNTY has paid all invoices under Section 5.

SECTION 9 TERMINATION

Upon written notice, this Agreement may be terminated by any of the PARTIES in the event of substantial failure of another party to fulfill its obligation under this Agreement through no fault of the terminating party. This Agreement shall be deemed terminated on the fifteenth (15th) day after receipt of written notice of termination. The CITY, however, shall be entitled to receive payment for all work completed as of the date of termination.

SECTION 10 NOTICE

All notices or reports under this Agreement shall be directed to the following addresses:

Project Manager for the COUNTY: Shannon Ransom
Utilities Planning & Project Management 14
S. Ft. Harrison Avenue, 6th Floor
Clearwater, FL 33756

Project Manager for the CITY: Megan Wepfer
Public Works Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL. 33708

Engineer of Record for the CITY: Albert Carrier, P.E.
Principal, Tera Mara Consulting

Civil Engineers, Land Surveyors
11722 Walker Ave
Seminole, FL 33772

SECTION 11 ENTIRE AGREEMENT

This document, along with Exhibit A, shall constitute the entire agreement between the PARTIES regarding the construction of the COUNTY UTILITY WORK. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or Agreements, whether written or verbal, between the PARTIES. This agreement may be amended only by written instrument signed by both PARTIES. This Agreement shall be binding upon the PARTIES, their successors, assigns and legal representatives.

SECTION 12 ADDITIONAL PROVISIONS

12.1 Compliance with Federal, State, County, and Local Laws

Both Parties shall comply with all federal, state, county, and local laws, regulations, and ordinances at all times.

12.2 Responsibilities of the Parties

The COUNTY and the CITY shall be fully responsible for their own acts of negligence and their respective employees' and/or agents' acts of negligence, when such employees and/or agents are acting within the scope of their employment; and shall be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of the immunity from or limitation of liability under the doctrine of sovereign immunity or Section 768.28, Fla. Statutes, by either the COUNTY or the CITY. Nothing herein shall be construed as consent by the COUNTY or CITY to be sued by third parties in any matter arising out of this Agreement.

12.3 Discrimination

The COUNTY and the CITY shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

12.4 Assignment

This Agreement may not be assigned.

12.5 Severability

Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law of competent jurisdiction, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

12.6. Waiver

No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

12.7. Due Authority

Each Party to this Agreement represents and warrants to the other Party that (i) it is duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.

12.8. Headings

The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

12.9. Fiscal Funding

The obligations of the Parties are subject to sufficient budgeted funds being available in each budget year. In the event that sufficient budgeted funds are not available in a subsequent fiscal year, this Agreement shall terminate on the last day of the fiscal year for which sufficient budgeted funds are available without penalty to either of the Parties.

IN WITNESS WHEREOF, the PARTIES hereto, or their lawful representative, have executed this Agreement as of the date first above written.

CITY OF MADEIRA BEACH,
a municipal corporation
of the State of Florida

PINELLAS COUNTY, FLORIDA, a
political subdivision of the State of
Florida, by and through its
Board of County Commissioners

By: _____
Anne-Marie Brooks, Mayor

By: _____
Chairman

ATTEST:

WITNESS:

By: _____
Clara VanBlargan, MMC, MSM, City Clerk

By: _____
County Clerk
(Seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Thomas J. Trask, City Attorney

By: _____
Office of the County Attorney

BID PROPOSAL					
Project: 90% AERA 5 129th and 131st Ave E DRAINAGE & ROADWAY IMPROVEMENTS					
BID ITEM		UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)
1.0	Mobilization and Site Preparation				
1.1	Mobilization	LS	1	\$150,000	\$ 150,000.00
1.2	Maintenance of Traffic	LS	1	\$75,000	\$ 75,000.00
1.3	Erosion Control and Floating Turbidity	LS	1	\$12,000	\$ 12,000.00
1.4	Project Sign	LS	1	\$1,500	\$ 1,500.00
1.5	Root Pruning with Root Barrier	LF	100	\$8	\$ 800.00
1.6	Sprinklers (Yard Frontage)	LF	2,500	\$8	\$ 20,000.00
					\$ -
Subtotal - General (1.1 - 1.6)					\$ 259,300.00
2.0	Earthwork				
2.1	Demolition	LS	1	\$135,000	\$ 135,000.00
2.2	Remove Unsuitable Material	CY	500	\$90	\$ 45,000.00
2.3	Sod	SF	15,000	\$3	\$ 37,500.00
2.4	Outfall Restoration between homes (4 Locations)				
2.4a	310 129th Ave E				
	Remove chainlink fence	LF	60	\$35	\$ 2,100.00
	Construct 6' PVC fence	LF	60	\$60	\$ 3,600.00
	Buttonwood Trees 15 gal	EA	2	\$500	\$ 1,000.00
					\$ -
2.4b	443 & 447 129th				
	Remove trees and planter	EA	1	\$1,200	\$ 1,200.00
	Areca Palm 15 Gallon	EA	3	\$450	\$ 1,350.00
	Restore Shell 4"	SF	700	\$10	\$ 7,000.00
	Fox Palm Trees 15 gal	EA	2	\$500	\$ 1,000.00
2.4c	480 & 500 129th				
	Remove Wood Fence	LF	60	\$35	\$ 2,100.00
	Install PVC fence with gate	LF	60	\$65	\$ 3,900.00
	Areca Palm 15 Gallon	EA	5	\$500	\$ 2,500.00
2.4d	523 & 525 129th Av E				
	Remove Oak Tree	EA	1	\$3,000	\$ 3,000.00

	Replace Oak Tree 40 gal	EA	1	\$1,000	\$	1,000.00
	Construct Seawall	LF	44	\$650	\$	28,600.00
	City Easement at 131st Ave E Outfall					
					\$	-
2.5	Flowable Fill	CY	75	\$350	\$	26,250.00
Subtotal - Earthwork (2.1 - 2.5)					\$	302,100.00
3.0	Drainage					
3.1	Seawall Repair at Storm Pipe Outfall	EA	5	\$6,500	\$	32,500.00
3.2	Manatee Protection Poles at Outfall	EA	5	\$4,500	\$	22,500.00
3.3	Storm Manhole with 4' bottom	EA	4	\$5,500	\$	22,000.00
3.4	FDOT Type C Grate Inlet (with concrete surrounding inlet)	EA	16	\$6,000	\$	96,000.00
3.5	FDOT Type E, Cast Iron Grate Inlet (with concrete surrounding inlet)	EA	3	\$7,200	\$	21,600.00
3.6	15" RCP Class IV	LF	380	\$175	\$	66,500.00
3.7	18" RCP Class IV	LF	1000	\$220	\$	220,000.00
3.8	36" RCP Class IV	LF	130	\$275	\$	35,750.00
3.9	12" PVC DR 18	LF	200	\$350	\$	70,000.00
3.10	Conflict Box, if needed	EA	1	\$9,000	\$	9,000.00
Subtotal - Drainage (3.1 - 3.10)					\$	595,850.00
4.0	Paving and Marking					
4.1	8" Base for pipe trench.	SY	1,500	\$35	\$	52,500.00
4.2	Mill 1.5" & Resurface 2" FDOT Asphalt (SP12.5)	SY	3,500	\$57	\$	199,500.00
4.3	Valley Gutter (FDOT INDEX 300)	LF	5100	\$24	\$	122,400.00
4.4	Concrete Drive Replacement 6" (3' BOC)	SY	2,000	\$30	\$	60,000.00
4.5	Paver Drive Replacement w/ concrete ribbon (R & R where possible)	SY	500	\$90	\$	45,000.00
4.6	Gravel & Shell Replacements (4")	SF	1,000	\$18	\$	18,000.00
4.7	24" Pavement Markings (Stop Bar)	LF	60	\$12	\$	720.00
4.8	D curb	LF	50	\$25	\$	1,250.00
Subtotal - Paving and Marking (4.1 - 4.8)					\$	499,370.00

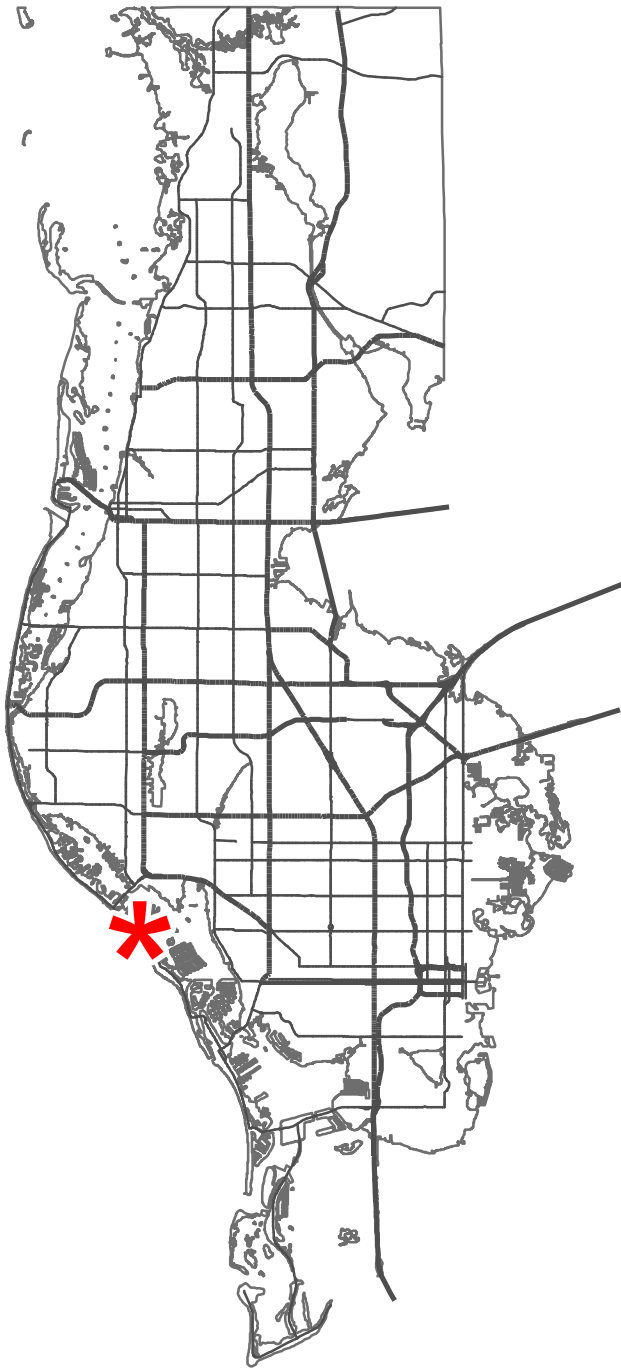
SUBTOTAL (1.0, 2.0, 3.0 and 4.0)						\$	1,656,620.00
Total - 20% Contingency						\$	414,155.00
MB TOTAL (1.0, 2.0, 3.0 and 4.0)						\$	2,070,775.00
PINELLAS COUNTY UTILITIES							
5.0	PC#	Utilities - Sanitary Sewer					
5.1	SS-333301-301-08D-1416	8" DI Pipe Class 350	LF	20	\$350	\$	7,000.00
5.2	SS-333301-301-960006	Adjust & Furnish 6" SS Service Lateral with CO, (if needed)	EA	15	\$1,050	\$	15,750.00
5.3	SS-333900-302-K002	Adjust Sanitary Manhole Rim & Cover, (outside of pavement)	EA	3	\$750	\$	2,250.00
5.4	SS-333900-302-K001	Adjust Sanitary Manhole Rim & Cover, (in pavement)	EA	5	\$950	\$	4,750.00
5.5	SS999-0000	Unspecified Work (Allowance)	LS	1	\$25,000	\$	25,000.00
						\$	-
Subtotal - Utilities - Sanitary (5.1-5.5)						\$	54,750.00
TOTAL (5.0)						\$	54,750.00
6.0	PC#	Utilities - Potable Water					
6.1	PW-331101-304-12P18	12" Dia. PVC C-900 DR18	LF	800	\$250	\$	200,000.00
6.2	PW-331101-304-06P18	6" Dia. PVC C-900 DR18	LF	2,000	\$172	\$	344,000.00
6.3	PW-331101-305-90204	Remove Out of Service Pipe 2" to 4"	LF	350	\$125	\$	43,750.00
6.4	PW331101-309-9001	Adjust valve box to finished grade (in pavement)	EA	5	\$600	\$	3,000.00
6.5	PW-331101-501-0004	4" Dia. Offset Assembly < 50' PVC C-900 DR18 w/Reverse Deadman, (if needed)	EA	1	\$6,500	\$	6,500.00
6.6	PW-331101-309-12RW515	12" RWGV & Box C 515	EA	3	\$9,500	\$	28,500.00
6.7	PW-331101-309-06RW515	6" RWGV & Box C 515	EA	10	\$6,500	\$	65,000.00
6.8	PW-331101-314-02LS	2" service connections w/ sleeve (Long Side)	EA	4	\$6,300	\$	25,200.00
6.9	PW-331101-314-01LS	1" service connections w/ sleeve (Long Side)	EA	9	\$5,300	\$	47,700.00

6.10	PW-331101-314-01SS	1" service connections w/ sleeve (Short Side)	EA	2	\$4,000	\$ 8,000.00
6.11	PW-331101-314-75SS	3/4" Service Connection w/ sleeve (Short Side)	EA	26	\$2,500	\$ 65,000.00
6.12	PW-331101-314-75LS	3/4" Service Connection w/ sleeve (Long Side)	EA	18	\$3,500	\$ 63,000.00
6.13	PW331101-310-0001	Fire Hydrant Assembly w/valve	EA	5	\$8,500	\$ 42,500.00
6.14	PW-331101-312-2412TV	24" x 12" Tapping Sleeve Valve & Box	EA	1	\$22,000	\$ 22,000.00
6.15	PW-331101-312-1612TV	16" x 12" Tapping Sleeve Valve & Box	EA	1	\$18,500	\$ 18,500.00
6.16	PW-331101-312-1212TV	12" x 12" Tapping Sleeve Valve & Box	EA	1	\$15,000	\$ 15,000.00
6.17	PW-331101-312-1206TV	12" x 6" Tapping Sleeve Valve & Box	EA	1	\$10,000	\$ 10,000.00
6.18	PW-331101-312-0806TV	8" x 6" Tapping Sleeve Valve & Box	EA	1	\$8,500	\$ 8,500.00
6.19	PW-331101-312-0602TV	6" x 2" Tapping Sleeve Valve & Box	EA	1	\$5,500	\$ 5,500.00
6.20	PW331101-308-C153	DI Fittings C 153 (Compact Body)	TN	1.5	\$11,000	\$ 16,500.00
6.21	PW-331101-304-06PP	6" Pigging Port	EA	3	\$5,500	\$ 16,500.00
6.22	PW-331301-000-0206	Disinfection of 2" to 6" Water Main	EA	3	\$2,500	\$ 7,500.00
6.23	PW-331101-105-9001	Out of service main grouting	CY	4	\$807	\$ 3,228.00
6.24	PW-999-0001	Unspecified Work (Allowance)	LS	1	\$150,000	\$ 150,000.00
Subtotal - Utilities - Potable Water (6.1 - 6.24)						\$ 1,215,378.00
7.0	PC#	Utilities - Reclaimed				
7.1	RW331101-501-0004	4" Dia. Offset Assembly < 50' PVC C-900 DR18 w/Reverse Deadman, (if needed)	EA	1	\$5,500	\$ 5,500.00
7.2	RW-331101-501-0006	6" Dia. Offset Assembly < 50' PVC C-900 DR18 w/Reverse Deadman, (if needed)	EA	1	\$6,500	\$ 6,500.00
7.3	RW-333501-309-C153	DI Fittings C 153 (Compact Body)	TN	0.5	\$10,000	\$ 5,000.00
7.4	RW-331101-314-01LS	1" Reclaim Service adjustment, (if needed)	EA	5	\$650	\$ 3,250.00
7.5	RW-999-0000	Unspecified Work (Allowance)	LS	1	\$25,000	\$ 25,000.00
Subtotal - Utilities - Reclaimed Water (7.1 - 7.5)						\$ 45,250.00
PINELLAS COUNTY RESTORATION PELICAN, EAST END & BOARDWALK						

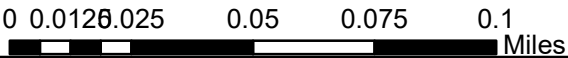
8.0	PC#	MISC. ITEMS				
8.1	005-0705	As-Built Survey	LS	1	\$3,500	\$ 3,500.00
8.2	PW-999-0002	Driveway Restoration, 6" conc. in County ROW	SY	750	\$30	\$ 22,500.00
8.3	PW-999-0003	Driveway Pavers	SY	900	\$90	\$ 81,000.00
8.4	204-1000	8" Base Crush Conc for water main crossings	SY	400	\$55	\$ 22,000.00
8.5	PW-999-0004	Asphalt Replacement	SY	700	\$75	\$ 52,500.00
8.6	PW-999-0005	Shell / Rock Restoration driveways	SY	600	\$75	\$ 45,000.00
8.7	575-0110 (SS)	SOD, Replace In Kind	SY	500	\$4	\$ 2,000.00
8.8	999-0000	Unspecified Work (Allowance)	EA	1	\$15,000	\$ 15,000.00
						\$ -
Subtotal -PINELLAS COUNTY MISC.(8.1 - 8.8)						\$ 240,000.00
PINELLAS COUNTY TOTAL (5.0-8.0)						\$ 1,555,378.00
OVERALL CONSTRUCTION COST						\$ 3,626,153.00

OPTION A						
OP A	Drainage Option Between Homes (OUTFALLS)					
OP-A1	ConTech A2000 18"	LF	373	\$175	\$	65,275.00
Subtotal - Paving and Marking (OP-A1)						\$ 65,275.00
Subtotal - Drainage Option Between Homes (OP-A1)						\$ 65,275.00

129th Ave and 131st Ave, City of Maderia Beach JPA



Designed by:
Drawn by:
Approved by:



Pinellas County Utilities GIS Disclaimer
The information being provided is made available as a public service. Maps and data are to be used for reference purposes only. The data contained on the Pinellas County Utilities Department (PCU) Geographic Information System is subject to constant change. PCU, its agents, consultants, contractors and employees provide this information AS IS without warranty of any kind implied or expressed, including the implied warranties and merchantability and fitness for a particular purpose, as to the information being accurate or complete.

Map information is believed to be accurate but accuracy is not guaranteed. With knowledge of the foregoing, by proceeding to use PCU's GIS data, each user agrees to waive, release and indemnify PCU, its agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages or injury or property arising from the use or inability to use the PCU's GIS. The GIS information is not a replacement for locating buried utilities by contacting Sunshine 811, performing field location and Surface Utilities Engineering (SUE).



Memorandum

Meeting Details: August 13, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Area 3 Construction Engineering Inspection (CEI) Approval

Background

The construction contract with Harbor Contracting LLC was approved by the Board of Commissioners on May 14, 2025. Construction activities for the Area 3 project officially commenced on June 9, 2025.

The project includes substantial upgrades to roadway infrastructure and stormwater drainage systems, requiring daily oversight, permitting coordination, and consistent inspection to ensure successful completion.

To request approval for the award of Construction Engineering and Inspection (CEI) services for the Area 3 Roadway and Drainage Improvement Project in the amount of \$185,000.00. These services are critical to ensuring the successful delivery, regulatory compliance, and quality of the project.

The selected CEI consultant will provide the following:

- Coordination between Harbor Contracting LLC, Pinellas County Utilities (JPA), SWFWMD, FDOT, and the City of Madeira Beach
- Attendance at the pre-construction conference and regular progress meetings
- Review of shop drawings and timely responses to RFIs
- Assurance that all work is performed in the City's best interest and to industry standards
- Coordination with utilities affected by the project
- Daily onsite construction inspections
- Review of testing results related to stormwater and roadway construction

- Daily construction documentation and inspection reports
- Review and processing of monthly contractor pay applications, with recommendations for payment
- Final certifications and coordination of project closeout with regulatory agencies
- Conducting a Final Walkthrough and development of a Punch List for project closeout

The CEI consultant serves as an independent, professional representative of the City to:

- Monitor construction for conformance with plans, specifications, and permits
- Maintain accountability and transparency in contractor performance
- Ensure all project work is completed safely, efficiently, and to regulatory standards
- Provide accurate documentation required by agencies like SWFWMD and FDOT
- Avoid costly errors, construction delays, or regulatory non-compliance

Fiscal Impact

The fiscal impact of the CEI services is \$185,000 and will be funded through the City's Stormwater Fund.

Recommendation(s)

Staff recommends approval of CEI services in the amount of \$185,000.00 to provide construction oversight and regulatory coordination for the Area 3 Roadway and Drainage Improvement Project.

This investment ensures the City's long-term infrastructure goals are met with quality assurance and compliance support from start to finish.

Attachments

- Terra Mare Proposal



TerraMareConsulting
11722 Walker Avenue
Seminole, FL 33772
Tel (727) 686-0095
www.TerraMareConsulting.com

Item 9G.

June 17, 2025

Megan Wepfer
Public Works Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Proposal for Professional Engineering Services
Construction Administration Services
Area 3 – Roadway & Stormwater Improvements Project

Dear Ms. Wepfer:

Thank you for the opportunity to present our proposal to provide Construction Administrative Services for the City of Madeira Beach Area 3 Roadway and Stormwater Improvements Project. This proposal is for the comprehensive construction oversight including field inspection and administration services for the duration of the construction of the project.

Our Services Will Include:

- Provide coordination between the onsite contractor, Pinellas County Utilities (JPA), the Southwest Florida Water Management District, FDOT and the City.
- Attend a pre-construction conference with the selected construction company
- Review shop drawings as needed and respond to contractor requests for additional information.
- Ensure the construction activities and work product are in the best interest of the City.
- Coordinate with utility companies that have facilities onsite.
- Provide onsite construction inspection and project related services for the duration of the project.
- Review contractor submitted testing results for the roadway and stormwater construction.
- Document daily construction activities.
- Review and process monthly pay applications and provide recommendations to the City for payment.
- Provide final certifications and project close to the permitting agencies.



- Perform a construction Final Walk Through and Punch List to provide to the contractor.

Our fee for the above services will be One Hundred Eighty-Five Thousand Dollars, \$185,000.00. If this proposal is acceptable, please provide a purchase order as authorization to proceed. Should you have any questions do not hesitate to call me at (727) 822-4151.

Sincerely,

Terra Mare Consulting

Albert Carrier, P.E., PSM
Principal



Memorandum

Meeting Details: August 13, 2025 – Board of Commissioners Regular Meeting
Prepared For: Honorable Mayor Brooks and the Board of Commissioners
Staff Contact: Community Development Department
Subject: Ordinance 2025-14: Amendments to Chapter 14., Article IV, Elevation and Relocation of Structures; 2nd Reading and Public Hearing

Background:

Since Hurricane Helene, there has been an increase in the number of variances and building permits related to elevating existing residential structures. When a property owner applies for a variance, it is a \$1,800 fee for single family, duplexes, and townhomes and a \$2,000 fee for multifamily, tourist dwellings, and commercial. Completing the variance process can add 30 days or more to the permitting process. Furthermore, variances must meet strict approval criteria and may not be a viable option for all project. Property owners have the right to elevate their existing homes or rebuild after a catastrophic loss (Sec. 110-96); however, many applicants continue to face challenges meeting setback requirements – particularly when rebuilding on nonconforming lots or within existing encroachments.

Discussion:

City staff proposes amendments to Chapter 14, Article IV “Moving of Structures” of the Madeira Beach Code of Ordinances to streamline the permitting process for structure elevation. These amendments are focused on helping property owners elevate their existing homes. The changes clarify definitions, establish consistent treatment of access structures such as stairs and ramps, and allow reasonable encroachments into required yards without triggering a variance. The updates are intended to reduce permitting delays and provide more flexibility to homeowners elevating existing structures.

Fiscal Impact:

Clearer regulations in the Code are expected to reduce staff time spent on interpretation and plan review. They may also result in fewer variance applications, improving efficiency and reducing administrative costs.

Recommendation(s):

Staff recommends approval of Ordinance 2025-14, amending Chapter 14, Article IV – “Elevation and Relocation of Structures.”

Attachments/Corresponding Documents:

- Ordinance 2025-14, amending Chapter 14, Article IV – “Elevation and Relocation of Structures.”
- Ordinance 2025-14, Business Impact Estimate
- Ordinance 2025-14, Forward Pinellas Consistency Letter

ORDINANCE 2025-14

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE IV (MOVING OF STRUCTURES) OF CHAPTER 14 (BUILDINGS AND BUILDING REGULATIONS) OF THE CODE OF ORDINANCES TO REVISE THE TITLE OF SAID ARTICLE TO ELEVATION AND RELOCATION OF STRUCTURES; TO ESTABLISH REQUIREMENTS FOR ELEVATION PERMITS, REQUIRE DOCUMENT SUBMITTALS, PROVIDE FOR SETBACKS AND ADDRESS CONDITIONS OF PERMIT ISSUANCE FOR THE ELEVATION OF EXISTING STRUCTURES WHERE THE STRUCTURE REMAINS WITHIN THE ORIGINAL HORIZONTAL FOOTPRINT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff has reviewed the provisions of Article IV of Chapter 14 of the Code of Ordinances of the City of Madeira Beach and has recommended the addition of language under Division 1 thereof to establish requirements for permit, application, site plan submittal, setbacks and project completion for the elevation of existing structures where the structure remains within the original horizontal footprint; and

WHEREAS, the recommendations of the City 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 Article IV (Moving of Structures) of Chapter 14 (Buildings and Building Regulations) of the Code of Ordinances of the City of Madeira Beach shall be renamed to “Elevation and Relocation of Structures.”

Section 2. That Division 1 (Generally) of Article IV (Elevation and Relocation of Structures) of Chapter 14 (Buildings and Building Regulations) of the Code of Ordinances of the City of Madeira Beach shall be renamed to “Elevation of Structures Within Existing Footprint” and provisions therefor be added as Sections 14-131 through 14-135 and shall read as follows:

ARTICLE IV. ~~MOVING~~ ELEVATION AND RELOCATION OF STRUCTURES

DIVISION 1. ~~GENERALLY~~ ELEVATION OF STRUCTURES WITHIN EXISTING FOOTPRINT

Sec. 14-131. – Purpose and applicability.

This division applies to the elevation of existing structures above the design flood elevation where the structure remains within the original horizontal footprint. These provisions establish requirements for permit application, site plan submittal, setbacks, and project completion, in accordance with current city codes and floodplain standards. In the event of a conflict between this division and any other section of the City Code, the provisions of Division 1 – Elevation Within Existing Footprint shall prevail to the extent of the inconsistency.

Sec. 14-132. – Elevation permit required.

No person, firm or corporation shall elevate an existing structure without first obtaining an elevation permit from the city. A separate permit is required for each structure. The elevation must maintain the structure within the existing horizontal footprint unless otherwise approved through the appropriate permit review process. The scope of work must be clearly defined at the time of application to indicate whether the project involves elevation only, or includes additional elements such as construction of access stairs or ramps, enclosure, interior remodeling, utility reconfiguration, or other structural, architectural or lot grade modifications. Work beyond elevation only may require separate permits and reviews to ensure compliance with all applicable codes.

Sec. 14-133. –Document Submittals.

An application for an elevation permit must include a drawn to scale site plan and applicable construction documentation prepared by a qualified design professional, including a Florida licensed engineer, architect, or surveyor, based on the defined scope of work. As applicable, the submittal shall include the following:.

(a) Boundary survey signed and sealed by a registered Florida Professional Surveyor showing:

- (1) Existing improvements and topography;
- (2) FEMA NFIP flood map information; and
- (3) Ground elevations on-site, off-site (up to five (5) feet on adjacent properties, and centerline of the roadway).

(b) Site Plan Requirements:

- (1) Existing and proposed finished floor elevations;
- (2) Property lines and the existing and proposed building footprint;
- (3) Location and dimensions of stairs, landings, ramps, decks, and any access structures (If not applicable to scope of work by elevating contractor, label "by others under separate permit");
- (4) Location of mechanical equipment, meters, and utility connections;
- (5) Existing and proposed driveways, curb cuts, and access features (If applicable to scope of work);
- (6) Landscaping plan with restoration (if no disruption is proposed, note "no landscaping disturbance");
- (7) Erosion control measures; and
- (8) Exterior façade modifications or enclosure of previously open areas (If applicable, shown for reference only with note: "by others under separate permit").

(c) Construction Documentation Requirements:

- (1) Structural details, including foundation type, area below elevated structure, and elevated slab systems (as applicable);
- (2) Interior layout or modifications to the elevated structure (If included in the scope of work);
- (3) Florida Product Approvals (as applicable for windows, doors, garage doors, etc.); and
- (4) Energy calculations (required if scope includes new conditioned space or enclosure; not required for elevation-only projects).

(d) Floodplain Compliance Requirements:

- (1) Demonstration of compliance with: FEMA regulations, Florida Building Code (FBC), Madeira Beach Land Development Regulations and floodplain management standards;
- (2) Coastal A and V Zone Design Certificates (as applicable); and
- (3) Signed and county-recorded Non-Conversion Agreement, including right of inspection as a condition of final certificate of occupancy or completion.

Sec. 14-134. – Setbacks and access encroachments.

(a) Definitions:

(1) Access structures are all constructed elements that facilitate pedestrian movement between vertical levels of a building. These structures encompass stairs, ramps, landings, guardrails, handrails, and support posts. These structures are intended to provide compliant ingress, egress, or circulation in accordance with the Florida Building Code and applicable accessibility standards. Access structures are not considered habitable space and may not be roofed.

(2) Elevated Decks are raised, open platforms supported by structural posts or piers. They are attached to or adjacent to a principal structure and are designed for outdoor use. While an elevated deck may have an attached access structure such as stairs or a ramp, such access components are not considered part of the deck for the purposes of this Division. Elevated decks may not be enclosed with solid walls.

Access Structures

	<u>Maximum Distance from Façade</u>	<u>Minimum Distance from Property Line(s)</u>
<u>Front</u>	<u>Eight (8) feet</u>	<u>Zero (0) feet</u>
<u>Side</u>	<u>Four (4) feet</u>	<u>Two (2) feet</u>
<u>Rear</u>	<u>Ten (10) feet</u>	<u>Twelve (12) feet</u>

Elevated Decks

	<u>Maximum Distance from Façade</u>	<u>Minimum Distance from Property Line(s)</u>
<u>Front</u>	<u>Five (5) feet</u>	<u>Ten (10) feet</u>
<u>Side</u>	<u>Zero (0) feet</u>	<u>n/a</u>
<u>Rear</u>	<u>Ten (10) feet</u>	<u>Twelve (12) feet</u>

Sec. 14-135. – Conditions of permit issuance and closeout.

(a) Issuance of an elevation permit is contingent on compliance with current Florida Building Code, floodplain management regulations, and applicable land development regulations.

(b) Separate permits are required for all companion work, if not included in elevation scope, including but not limited to:

(1) At-grade slab construction;

(2) Access structure(s) installation;

- (3) Electrical and utility reconnections;
- (4) Regrading or driveway restoration; and
- (5) Wall infill and garage reconfiguration.

(c) Prior to final inspection and permit closeout, the following must be submitted:

- (1) As-built survey showing post-elevation conditions, including verification of compliance with setbacks, site drainage, and access standards, as applicable to scope;
- (2) Final Elevation certificate utilizing the most current form at the time of preparation;
- (3) Foundation installation as-built showing location, depth and capacity of all deep foundation; and
- (4) Photographic documentation of landscape or frontage restoration, if applicable.

(d) All applicable forms and documentation required by the Building Department, such as the Notice of Commencement, signed checklists, and additional elevation-related certifications, shall be submitted as a condition of final inspection and approval. The Building Official may withhold final approval or the certificate of completion until all required documentation is provided.

~~Secs. 14-131—14-135. Reserved.~~

Section 3. That this Ordinance shall become effective immediately upon its passage and adoption.

Section 4. 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 5. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 6. 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 7. The Codifier shall codify the substantive amendments to the Code of Ordinances of the City of Madeira Beach contained in Sections 1 and 2 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 8. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____



July 24, 2025

Jenny Rowan, CFM
Community Development Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of ordinance from the City of Madeira Beach (Ordinance 2025-14)

Dear Jenny,

Thank you for submitting the proposed amendments to the Madeira Beach Code of Ordinances regarding the elevation of existing structures within their original footprint. The amendments are consistent with the Countywide Rules, with comments as follows:

- This ordinance is consistent with the Countywide Rules, as it supports coastal resiliency by allowing elevation for flood protection without increasing density or intensity. Setback and permitting provisions for access structures and decks align with Countywide standards and current planning practices.

We recognize that the consistency process is an ongoing one, and if either the County or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at ewennick@forwardpinellas.org.

Sincerely,

Emma Wennick

Emma Wennick
Program Planner

Business Impact Estimate

Proposed ordinance's title/reference:
Ordinance 2025-14: Elevating and Moving 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 2025-14: Elevating and Moving Structures amends the Madeira Beach Code of Ordinances to streamline the permitting process for structure elevation. These amendments focus on assisting property owners elevate their existing homes.

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.

No foreseen direct economic impact of the proposed ordinance.

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

No foreseen impact on businesses with the proposed ordinance.

4. Additional information the governing body deems useful (if any): *The changes clarify definitions, establish consistent treatment of access structures such as stairs and ramps, and allow reasonable encroachments into required yards without triggering a variance. The updates are intended to reduce permitting delays and provide more flexibility to homeowners elevating existing structures.*

47204

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
 COUNTY OF HERNANDO, CITRUS, PASCO,
 PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jill Harrison who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE NO. 2025-14 was published in said newspaper by print in the issues of 07/30/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

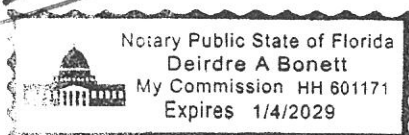
Signature of Affiant

Sworn to and subscribed before me this 07/30/2025

Signature of Notary of Public

Personally known X or produced identification.

Type of identification produced _____



NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA BEACH

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter, and Florida Statute §166.041(3)(a):

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing for the adoption of proposed Ordinance 2025-14 on Wednesday, August 13, 2025, at 6:00 p.m.** The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The titles of said Ordinances are as follows:

ORDINANCE 2025-14

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE IV (MOVING OF STRUCTURES) OF CHAPTER 14 (BUILDINGS AND BUILDING REGULATIONS) OF THE CODE OF ORDINANCES TO REVISE THE TITLE OF SAID ARTICLE TO ELEVATION AND RELOCATION OF STRUCTURES; TO ESTABLISH REQUIREMENTS FOR ELEVATION PERMITS, REQUIRE DOCUMENT SUBMITTALS, PROVIDE FOR SETBACKS AND ADDRESS CONDITIONS OF PERMIT ISSUANCE FOR THE ELEVATION OF EXISTING STRUCTURES WHERE THE STRUCTURE REMAINS WITHIN THE ORIGINAL HORIZONTAL FOOTPRINT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR 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, and in the meeting packet on the City's website at <https://madeirabeach-fl.municodemeetings.com/>.

If you would like more information regarding the proposed Ordinance 2025-14, please contact Community Development Director Jenny Silver at 727-804-0178 or email jsilver@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and on the City's website: <https://madeirabeach-fl.municodemeetings.com/>

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that 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.

07/30/25

47204-1



Memorandum

Meeting Details: August 13, 2025 – BOC Regular Meeting

Prepared For: Mayor Brooks and Board of Commissioners

From: Community Development Department

Subject: Public Hearing for (2COP) ALCOHOLIC BEVERAGE LICENSE APPLICATION # 2025-04 Corner Kitchen and Coffee House located at 13999 Gulf Boulevard # C2 Madeira Beach, FL 33708

Background:

Pursuant to Land Development Code Article VI, Division 6 – Alcoholic Beverages, the applicant for ABP 2025-04 is requesting authorization from the Board of Commissioners for a (2COP) alcoholic beverage license for the sale of beer and wine by the drink or in sealed containers for consumption on premises at Corner Kitchen and Coffee House located at 13999 Gulf Boulevard # C2 Madeira Beach, FL 33708.

Corner Kitchen and Coffee House is located within the Skyline of Madeira Resort, a mixed-use building with commercial uses on the ground floor and condo-hotel units above. The property is zoned C-3 (Retail Commercial), with a Future Land Use designation of Residential/Office/Retail.

Discussion:

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

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

The Corner Kitchen and Coffee House is located at the Skyline of Madeira Resort, which is a mixed-use building with ground floor commercial uses with second floor and above condo-hotel units. A similar (2COP) license was granted in 2015 for a previous tenant (Sweet Brewnette) at

the same location. Additionally, the surrounding area along Gulf Boulevard includes other businesses with alcoholic beverage licenses. Staff finds the proposed use will not adversely affect the character of the neighborhood.

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

As the proposed use mirrors the prior (2COP) license approved in 2015, no significant increase in traffic or congestion is anticipated. The Skyline of Madeira Resort was built prior to the 2019 amendment to Division 2 – *Off-Street Parking Spaces*, which increased parking requirements for restaurants and lodging. This amendment increased the amount of parking required for temporary lodging and restaurants that previously were not required when the Skyline of Madeira Resort was built or when Sweet Brennette’s alcoholic beverage permit was approved. While this use is considered a continuation of the previous intensity, staff recommends including a condition that any future expansion in size, seating, or alcohol service will trigger compliance with current shared parking standards.

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

The proposed alcoholic beverage use would complement the food and non-alcoholic beverages sold at this establishment. Alcohol sales would be incidental and secondary to the food service.

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

No negative impact to public safety is anticipated. The level of alcohol service will be similar to the previously approved use.

(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: None

Recommendation(s): City Staff recommends the approval of ABP 2025-04 with the following condition:

1. Any proposed expansion of floor area, seating, or increase in alcoholic beverage service intensity shall require a parking agreement in accordance with Section 110-956 – Shared Parking Facilities.

Attachments:

Local Application

Existing Site Plan

Public Notice Mailing and Posting

ABP #: 2025-04



CITY OF MADEIRA BEACH

PLANNING & ZONING DEPARTMENT
300 MUNICIPAL DRIVE ♦ MADEIRA BEACH, FLORIDA 33708
(727) 391-9951 EXT. 255
planning@madeirabeachfl.gov



ALCOHOLIC BEVERAGE PERMIT APPLICATION

Applicant: Name and Address

JONATHAN DEJINIK
2730 WILLOWOOD
CLEARWATER FL 33761

Property Owner: Name and Address

SOUTH SIDE GREEN LLC &
UNCLE BAMBOO LLC,
465 7th Ave N
ST. PETERSBURG, FL 33701

Telephone: 727-455-5550Telephone: 248-789-4440Email: JDEJINIK@TCLAW.COM

Email: _____

Type of Ownership: ☐ Individual ☐ Partnership ☒ Corporation ☐ LLCName of Business: Corner Kitchen & Coffee House Business Phone: 727-201-8291Parcel Identification: 15-31-15-82720-000-0020Legal Description: SKYLINE OF MADEIRA CONDO UNIT
C-2 (LYING IN SEC'S 10 & 15-31-15)Number of Seats: Inside: 48 Outside: 12Number of Employees: 8 total per shiftZoning District: C3Future Land Use: RESIDENTIAL / RETAIL

Classification:

- ☐ Package store, beer & wine ☐ Retail Store, beer, wine
☐ Package store, beer, wine, liquor ☒ Restaurants
☐ Bar ☐ Club ☐ Charter Boats

Number of Parking Spaces: 25 HC Parking Spaces: 2 Bike Racks: 4

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

ABP #: 2025-04

Hours of Operation:

Monday: 7AM - 3PM
 Tuesday: 7AM - 3PM
 Wednesday: 7AM - 3PM
 Thursday: 7AM - 3PM
 Friday: 7AM - 3PM
 Saturday: 7AM - 3PM
 Sunday: 7AM - 3PM

General Description of Business:

BREAKFAST AND LUNCH
CAFE AND COFFEE HOUSE

Supporting Materials Required:

☒ Property Owner's Written Approval

☐ Property Survey

☐ Site Plan
Package Store Requisition: On a separate attached page, please answer the following questions:

1. The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
2. The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
3. Whether or not the proposed use is compatible with the particular location for which it is proposed.
4. Whether or not the proposed use will adversely affect the public safety.
5. No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owned by the applicant to the City under any section of the code.

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

ABP #: 2025-04**Affidavit of Applicant:**

I understand that this Alcoholic Beverage Permit Application, with its attachments, becomes a permanent record for the City of Madeira Beach and hereby certify that all statements made herein together with any attachments, are true to the best of my knowledge.

Signature of Applicant: _____

Date: _____

ABP #: 2025-04

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

Fee: \$800.00 ☐ Check # _____ ☐ Cash ☐ Receipt # _____

Date Received: 6/25/25 Received by: Andrew Morris

ABP# Assigned: 2025-04

BOC Hearing Date: 8/13/25 ☐ Approved ☐ Denied

Community Development Director Date: _____

City Manager Date: _____

ABP #: 2025-04

CERTIFICATION

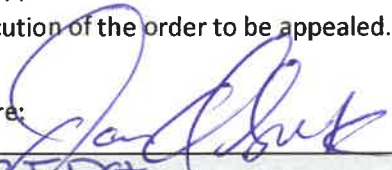
I hereby authorize permission for the Planning Commission, Board of Commissioners, Building Official, and Community Development Director to enter upon the above referenced premises for purposes of inspection related to this petition.

I hereby certify that I have read and understand the contents of this application, and that this application, together with all supplemental data and information, is a true representation of the fact concerning this request; that this application is made with my approval, as owner and applicant, as evidenced by my signature below.

It is hereby acknowledged that the filing fee of this application does not constitute automatic approval of the request; and further, if the request is approved, I will obtain all the necessary permits and comply with all applicable orders, codes, conditions, rules, and regulations pertaining to the subject property.

I have received a copy of the Redevelopment Plan Requirements and Procedures (attached), read and understand the reasons necessary for granting a Redevelopment Plan and the procedure, which will take place at the Public Hearing.

Appeals. (City Code, Sec. 2-109). An aggrieved party, including the local governing authority, may appeal a final administrative order of the Board of Commissioners to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Board of Commissioners. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Applicant's Signature: 

Date: 6/25/25

STATE OF FLORIDA
COUNTY OF PINELLASBefore me, this 25 day of JUNE, 2025, appeared in person

JONATHAN W OLEJNIK who, being sworn, deposes and says that the forgoing
(name of applicant)

is true and correct certification and who is _____ personally know to me or has produced DRIVER LICENSE as
identification.




(notary signature)

Commission Expires: 10/03/2028

Stamp

NOTICE: Persons are advised that, if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based

ABP #: 2025-04

AUTHORIZATION FROM PROPERTY OWNER

SOUTHSIDE GREEK LLC
465 7th Ave N,
St Petersburg, FL 33701
248-760-5554

Date: June 23, 2025

TO WHOM IT MAY CONCERN:


We, the undersigned property owners of the premises located at **13999 Gulf Boulevard, Suite C2, Madeira Beach, FL 33708**, hereby grant our consent and permission to our tenant, **RPDELI.com INC**, managed by Jonathan Olejnik, to apply for and obtain a beer and wine license for the operation of their business at the above-referenced premises.

This permission is granted in accordance with the terms of the Commercial Lease Agreement dated January 17, 2025, between the undersigned landlords and the aforementioned tenant.


Should you require any additional information or documentation regarding this matter, please feel free to contact us at the address listed above.

Sincerely,

SOUTHSIDE GREEK LLC

By: 
Name: Michael Andoniades, Manager

UNCLE BOOBOO LLC

By: 
Name: Michael Andoniades, Manager



Parcel Summary (as of 23-Jun-2025)

Parcel Number

15-31-15-82720-000-0020

Owner Name

SOUTHSIDE GREEK LLC
UNCLE BOOBOO LLC

Property Use

1134 Condo - Commercial - Store (Unit)

Site Address

13999 GULF BLVD # C2
MADEIRA BEACH, FL 33708

Mailing Address

465 7TH AVE N
ST PETERSBURG, FL 33701-2354

Legal Description

SKYLINE OF MADEIRA CONDO UNIT C-2 (LYING
IN SEC'S 10 & 15-31-15)

Current Tax District

MADEIRA BEACH (MB)

Year Built

2006

Parcel Map



Exemptions

Year Homestead Use %

2026	No	0%
2025	No	0%
2024	No	0%

Status

Property Exemptions & Classifications

No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).

Miscellaneous Parcel Info

Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Zoning	Plat Bk/Pg
23004/1281	Find Comps	278.02	A	Current FEMA Maps	Check for EC	Zoning Map	145/73

2024 Final Values

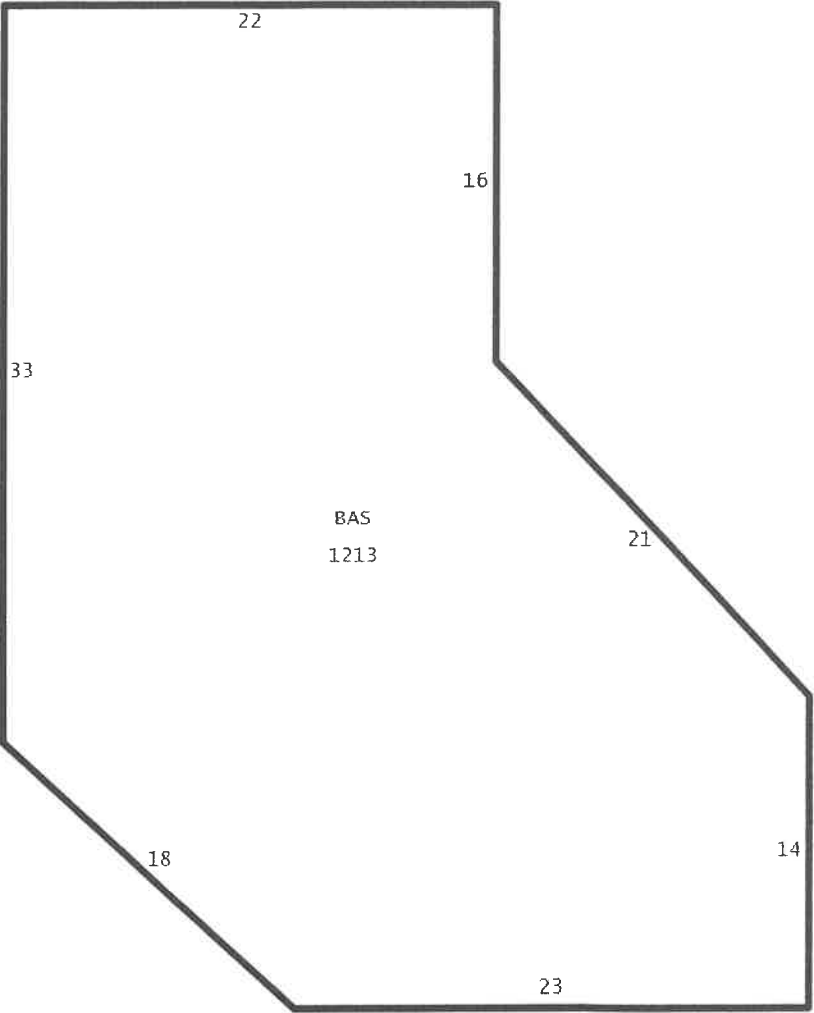
Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2024	\$260,000	\$260,000	\$260,000	\$260,000	\$260,000

Value History (yellow indicates corrected value)

Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2023	N	\$245,000	\$245,000	\$245,000	\$245,000	\$245,000
2022	N	\$240,000	\$240,000	\$240,000	\$240,000	\$240,000
2021	N	\$225,000	\$222,640	\$222,640	\$225,000	\$222,640
2020	N	\$231,000	\$202,400	\$202,400	\$231,000	\$202,400
2019	N	\$184,000	\$184,000	\$184,000	\$184,000	\$184,000

Structural Elements		Sub Area	Living Area SF	Gr
Unit View	Street	Base (BAS)	1,213	1,213
Unit Type	Interior	Total Area SF	1,213	1,213

Unit Floor #	1
Unit Stories	1
Year Built	2006
Building Type	Retail
Quality	Above Average
Exterior Walls	Reinforced Concrete
Effective Age	19
Complex Amenities	Club House Or Rec Room
	Swimming Pool
	Marina



2024 Extra Features

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

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
2024-4480-RINT	ADDITION/REMODEL/RENOVATION	01/15/2025	\$17,570
201500515	ADDITION/REMODEL/RENOVATION	07/29/2015	\$40,000

LS-1



Corner kitchen beer and wine

From Jonathan Olejnik <jolejnik@icloud.com>
Date Mon 6/30/2025 8:31 AM
To Morris, Andrew <amorris@madeirabeachfl.gov>

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

- 1-the proposed alcohol beverage request will not adversely affect the character of the existing neighborhood as it had not affected the harmony of the neighborhood by the previous establishment.**
- 2- the proposed alcohol beverage request will not create any more congestion or public safety more so than the good food being served there currently has.**
- 3- the additional alcohol will merely enhance the dining experience at the current location.**
- 4- the owner and management will be trained properly to assure public safety with the quantity of alcohol being sold to any and all individual clients.**
- 5- to the best of my knowledge myself personally as the owner and operator of corner kitchen and coffeehouse, does not have any outstanding charges fees, interest, fines, or penalties due.**

Sent from Jonathan's iPhone

FOOD SERVICE PLAN REVIEW APPROVEDReviewer Ogum Date 9/29/2015

Plans are in compliance subject to:

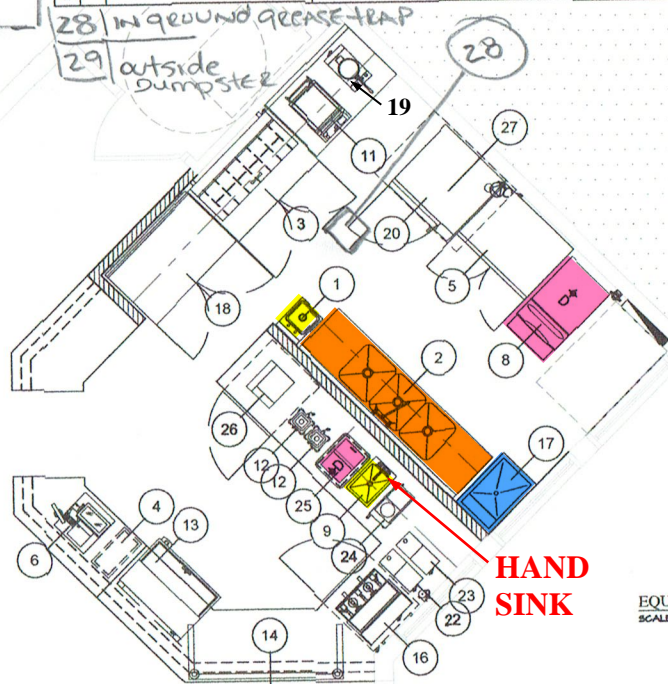
- 1) Connection to approved water and wastewater systems.
- 2) Compliance with applicable state and local codes.
- 3) Compliance with all provisos on specification worksheet.

See Comments on Specification Sheet

File# 287318

- 1) HAND SINK
- 2) THREE COMP SINK
- 3) REFRIGERATED SANDWICH UNIT
- 4) TRASH
- 5) REACH IN FREEZER
- 6) POS
- 8) ICE MACHINE
- 9) HAND SINK
- 11) PANINI GRILL
- 12) SMOOTHIE BLENDER
- 13) ICE CREAM FREEZER
- 14) SNEEZE GUARD GLASS DISPLAY
- 16) ESPRESSO MACHINE
- 17) MOP SINK
- 18) UNDER COUNTER FREEZER
- 19) WAFFLE MAKER
- 20) CONVECTION OVEN
- 22) ESPRESSO GRINDER
- 23) COFFEE GRINDER
- 24) COFFEE BREWER
- 25) ICE BIN
- 27) VENTLESS HOOD

EQUIPMENT SCHEDULE																												
EQUIPMENT SCHEDULE			PLUMBING SCHEDULE											ELECTRICAL SCHEDULE														
Item #	Qty	Equipment Category	Equipment Remarks	Sink				Dish				Ice			Pumping Remarks	Vpn	Ø	H	VOLT	AMPS	WATTS	PHASE	REMARKS	Electrical Jct. Box	Electrical Remarks	Item #		
				Cold Water (in/ft)	Cold Water (in/ft)	Hot Water (in/ft)	Hot Water (in/ft)	Cold Dish (in/ft)	Cold Dish (in/ft)	Hot Dish (in/ft)	Hot Dish (in/ft)	Gas Hot (in/ft)	Hot Oil (in/ft)	Gas Off (in/ft)														
1		HAND SINK	SHALL BE AGRADA REQUIRED + 1" TO 6" DIA.	1/2	1/2	1/2	1/2	1 1/2	3/4																			1
2		THREE COMPARTMENT SINK		-	-	-	-	-	-	1/2-1/2	1/2																	2
3		REFRIGERATED SANDWICH UNIT		-	-	-	-	-	-	-	-																	3
4		TRASH COMPARTMENT	BY WALL/STAIR	-	-	-	-	-	-	-	-																	4
5		REACH IN FREEZER		-	-	-	-	-	-	-	-																	5
6		POS SYSTEM (BY CATER)	BY CHINA (EVERY UTILITY REQUISITION)	-	-	-	-	-	-	-	-																	6
7		ICE MASH TABLE		-	-	-	-	-	-	-	-																	7
8		ICE MAKER		1	-	-	-	-	1	1/2	1/2																	8
9		CROP IN ICE BIN (W/NET)		1	1/2	1	1/2	-	1-1/2	1/2																		9
10		ICE REFRIGERATOR		-	-	-	-	-	-	-	-																	10
11		PANINI GRILL		-	-	-	-	-	-	-	-																	11
12		SMOOTHIE BLENDER		-	-	-	-	-	-	-	-																	12
13		ICE CREAM FREEZER		-	-	-	-	-	-	-	-																	13
14		SNEEZE GUARD GLASS DISPLAY CASE		-	-	-	-	-	-	-	-																	14
15		COFFEE MAKER		1	-	-	-	-	1	1/2	1/2																	15
16		ESPRESSO MACHINE		1	-	-	-	-	-	-	-																	16
17		MOP SINK		1	1/2	1	1/2	-	1-1/2	1/2																		17
18		UNDER COUNTER FREEZER		-	-	-	-	-	-	-	-																	18
19		WAFFLE MAKER		-	-	-	-	-	-	-	-																	19
20		CONVECTION OVEN		-	-	-	-	-	-	-	-																	20
21		NOT USED		-	-	-	-	-	-	-	-																	21
22		ESPRESSO GRINDER		-	-	-	-	-	-	-	-																	22
23		COFFEE GRINDER		-	-	-	-	-	-	-	-																	23
24		COFFEE BREWER		1	-	-	-	-	-	-	-																	24
25		CROP IN ICE BIN		-	-	-	-	-	-	-	-																	25
26		CROP JUICER		-	-	-	-	-	-	-	-																	26
27		VENTLESS HOOD		-	-	-	-	-	-	-	-																	27
															SEE PUMP/ACTUATOR SPEC (A-3)													

**HAND SINK**EQUIPMENT PLAN
SCALE: 1/2" = 1'-0"

* TO THE BEST OF THE ARCHITECT OR ENGINEER'S KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE 2010 FLORIDA BUILDING CODE.

* THE DRAWINGS & DESIGN ARE VALID FOR 6 MONTHS PRIOR DATE OF BEING SEALED.

TO THE BEST OF THE ARCHITECT OR ENGINEER'S KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE FLORIDA BUILDING CODE AND THE APPLICABLE 1993/1911 FIRE SAFETY STANDARDS.

ALL DIMENSIONS AND JOBS CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR AND ALL DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT PRIOR TO COMMENCEMENT OF CONSTRUCTION.

DATE	BY
REVIEW	09/24/15
REVIEW	09/24/15
REVIEW	
REVIEW	
REVIEW	

THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT OR ENGINEER AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT OR ENGINEER.

FOR 1535.00
An Interior Renovation for:
SWEET BREWNETTE
13999 GULF BLVD., SUITE C-2
MADEIRA BEACH, FL



FRAZE design
1750 CENTRAL AVENUE
ST. PETERSBURG, FL 33705
PHONE: 727.728-5608
FAX: 727.728-5608
STUDIO: 727.728-5608

SUBMIT TITLE
EQUIPMENT PLAN
SUBMIT NUMBER
A-5

SQUARE FOOTAGE CALCULATIONS:
SQUARE FOOTAGE UNDER IMPROVEMENT 1236.58 SF
EXIST. REQUIREMENTS:
MAXIMUM TRAVEL DISTANCE TO EXIT (BATHROOMS) - 200'-0" FROM ANY POINT

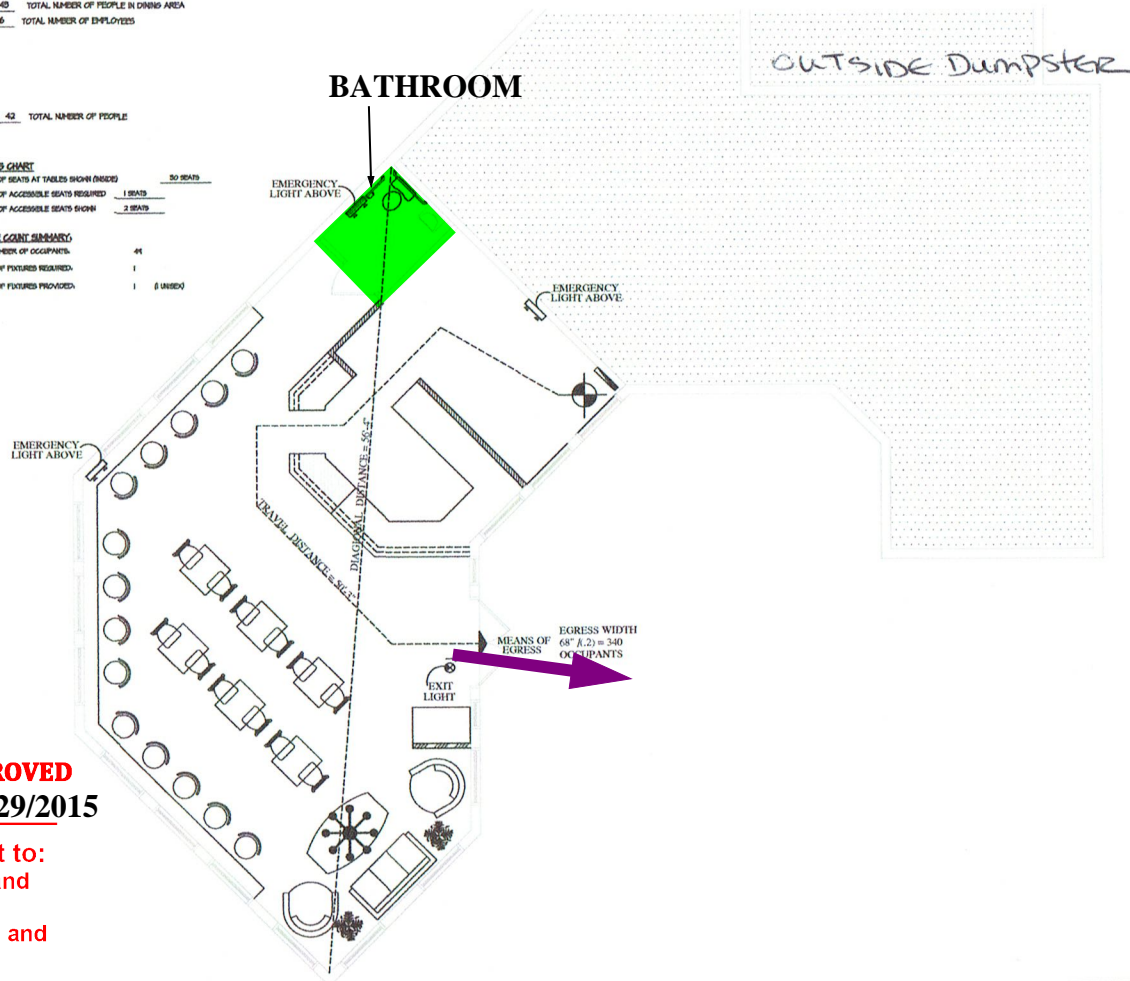
TOTAL SQUARE FOOTAGE OF SEATING AREA 645.51' DIVIDED BY NET/SQ. FT PER OCCUPANCY 15 = 43 TOTAL NUMBER OF PEOPLE IN DINING AREA
TOTAL SQUARE FOOTAGE EMPLOYEE AREA 525.51' DIVIDED BY NET/SQ. FT PER OCCUPANCY 100 = 6 TOTAL NUMBER OF EMPLOYEES

TOTAL OCCUPANCY LOAD 49
HALF OF OCCUPANCY LOAD = 25 THESE EXPRESS WIDTH PER OCCUPANT SERVED (2) = 9"
EXPRESS WIDTH PROVIDED = 64"

FIRE CODES
TOTAL SQUARE FOOTAGE MENA/ANTILE AREA 1236.51' DIVIDED BY NET/SQ. FT PER OCCUPANCY 30 = 42 TOTAL NUMBER OF PEOPLE
TOTAL OCCUPANCY LOAD 42

SEATING CHART	
NUMBER OF SEATS AT TABLES SHOWN (RINGS)	50 SEATS
NUMBER OF ACCESSIBLE SEATS REQUIRED	1 SEAT
NUMBER OF ACCESSIBLE SEATS SHOWN	2 SEATS

FIXTURE COUNT SUMMARY	
TOTAL NUMBER OF OCCUPANCY	49
NUMBER OF FIXTURES REQUIRED	1
NUMBER OF FIXTURES PROVIDED	1 (8 USED)



FOOD SERVICE PLAN REVIEW APPROVED

Reviewer g.m.f. Date 9/29/2015

Plans are in compliance subject to:

- 1) Connection to approved water and wastewater systems.
- 2) Compliance with applicable state and local codes.
- 3) Compliance with all provisos on specification worksheet.

See Comments on Specification Sheet

File# 287318

LIFE SAFETY PLAN
SCALE: 1/4" = 1'-0"



TO THE BEST OF THE ARCHITECT OR ENGINEER'S KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE 2010 FLORIDA BUILDING CODE.

THESE DRAWINGS & DESIGN ARE VALID FOR 12 MONTHS FROM DATE OF BEING SEALED.

TO THE BEST OF THE ARCHITECT OR ENGINEER'S KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE 2010 FLORIDA BUILDING CODE AND THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS.

ALL DIMENSIONS AND JOBS CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR, ANY AND ALL DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT PRIOR TO COMMENCEMENT OF CONSTRUCTION.

DATE	BY:
REVISED 09/24/15	
PERMIT 09/24/15	
REV.	
REV.	
REV.	

THIS CONTRACT, DRAWING, SPECIFICATIONS AND ADDENDUMS ARE SUBJECT TO THE RULES AND REGULATIONS OF THE BOARD OF ARCHITECTS AND ENGINEERS OF THE STATE OF FLORIDA. ALL RIGHTS ARE RESERVED BY THE ARCHITECT OR ENGINEER. NO PART OF THIS DOCUMENT SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM THE ARCHITECT OR ENGINEER.

FOR: 1536.00
An Interior Renovation for:
SWEET BREWNETTE
13999 GULF BLVD., SUITE C-2
MADEIRA BEACH, FL



FRAZE
design
1750 CENTRAL AVENUE
ST. PETERSBURG, FLORIDA 33712
PHONE: 727/238-5608 FAX: 727/238-5609
E-MAIL: info@frazedesign.com

SHEET TITLE
LIFE SAFETY PLAN

SHEET NUMBER

LS-1



MEMORANDUM

PUBLIC NOTICE

The Board of Commissioners of the City of Madeira Beach will hold a Public Hearing on **August 13, 2025, at 6:00 p.m.**, or as soon thereafter as the matter may be heard, at the Patricia Shontz Commission Chambers at 300 Municipal Drive, Madeira Beach, Florida 33708 to review an application for the approval by the Board of Commissioners of a (2COP) alcoholic beverage license for the sale of beer and wine by the drink or in sealed containers for consumption on premises at Corner Kitchen and Coffee House located at 13999 Gulf Boulevard # C2 Madeira Beach, FL 33708. This establishment is located in the C-3, Retail Commercial Zoning District. The future land use designation for the property is Residential/Office/Retail.

(2COP) ALCOHOLIC BEVERAGE LICENSE APPLICATION # 2025-04

Applicant(s): Jonathan Olejnik

Property Owner(s): Southside Greek LLC, Uncle Booboo LLC

Business Location: 13999 Gulf Boulevard # C2 Madeira Beach, FL 33708

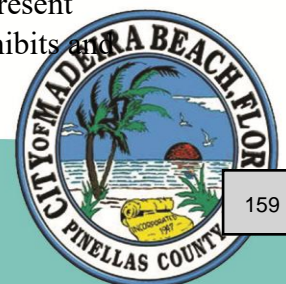
Business: Corner Kitchen and Coffee House

Application Request: Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2025-04, is requesting authorization from the Board of Commissioners for the approval of a (2COP) alcoholic beverage license for the sale of beer and wine by the drink or in sealed containers for consumption on premises at Corner Kitchen and Coffee House located at 13999 Gulf Boulevard # C2 Madeira Beach, FL 33708. This establishment is located in the C-3, Retail Commercial Zoning District. The future land use designation for the property is Residential/Office/Retail.

Note: You have received this notice, pursuant to City Code Section 110-539, because you are a property owner within 300 feet of the subject property. If you are desirous of voicing approval or disapproval of this application, you may attend the Public Hearing for this application.

A copy of the application is available for inspection in the Community Development Department between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday or at <https://madeirabeachfl.gov/plan-review-documents/>. If you would like more information regarding the application, please contact Andrew Morris Long Range Planner at 727-391-9951, ext. 244 or amorris@madeirabeachfl.gov.

Any affected person may become a party to this proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits.



other documentary evidence and to cross-examine all witnesses by filing the attached Notice of Intent to be a party with the Community Development Department not less than five days prior to commencement of the hearing. The completed form may be emailed or submitted in person to the following:

Community Development Department
300 Municipal Drive
Madeira Beach, FL 33708

Andrew Morris, Long Range Planner
amorris@madeirabeachfl.gov
727-391-9951, ext. 244

Posted:

July 25, 2025 @ Property Site, Gulf Beaches Public Library, City Hall, City of Madeira Beach, and Website Posting Locations.

Note: One or more Elected or Appointed Officials may be in attendance. Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City to transcribe verbatim minutes; therefore, the affected party must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting must contact Community Development Director, Jenny Silver no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 244 or send a written request to planning@madeirabeachfl.gov.





Item 10B.

NOTICE OF INTENT TO BE AN AFFECTED PARTY

Any affected person may become a party to this proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a notice of intent to be a party with the City Community Development Department not less than five days prior to commencement of the hearing. The completed and signed form may be emailed or submitted in person to the following:

Community Development Department
300 Municipal Drive
Madeira Beach, FL 33708

Email: planning@madeirabeachfl.gov
727-391-9951

AFFECTED PERSON INFORMATION

Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

APPLICATION INFORMATION

Case No(s). or Application No(s)., whichever apply: _____

Applicant's Name: _____

Signature of Affected Person

Date



AFFIDAVIT OF MAILING

Date: 7/25/2025
 Mailings for Case # ABV 2025 04

Before me this day Lisa Seligman personally appeared. He/she has mailed public notices to property owners within a 300 foot radius of the subject property.

Lisa Seligman
 Signature

STATE OF FLORIDA
 COUNTY OF PINELLAS

Sworn and subscribed before me this 25th day of July, 20 25.

Personally known or produced _____ as identification.



Notary Public Stamp

MARY ANN HEARN
 Notary Public
7/25/2025
 Date

*Copy of public notice is attached.



MIKE TWITTY, MAI, CFA
Pinellas County Property Appraiser

www.pcpao.gov

mike@pcpao.gov

Run Date: 24 Jul 2025

Subject Parcel: 15-31-15-82720-000-0020

Radius: 300 feet

Parcel Count: 174

Total pages: 7

Public information is furnished by the Property Appraiser's Office and must be accepted by the recipient with the understanding that the information received was developed and collected for the purpose of developing a Property Value Roll per Florida Statute. The Pinellas County Property Appraiser's Office makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability or suitability of this information for any other particular use. The Pinellas County Property Appraiser's Office assumes no liability whatsoever associated with the use or misuse of such information.

IAFRATE, DOMENIC J
DYPEDE, CLAUDIO L
C/O JOSEPH DYPEDE
48 WIMBLEDON RD
GUELPH ON N1H 7N1,

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

MORITZ,, TANYA
MORITZ, RAYMOND
87-13 253RD ST
BELLEROSE, NY 11426-2322

PEZZUCO, DAWNE M TRE
PEZZUCO, DAWNE M 2022 TRUST
3916 FARM GARDEN CT
BRADENTON, FL 34211-1380

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

RUVOLO, CHRISTINA M TRE
RUVOLO, ETTORE E TRUST
602 KENMARE DR
BURR RIDGE, IL 60527-7055

THOMPSON, PAUL R
KIRKWOOD-THOMPSON, CHRISTIN D
6670 HESSENTHALER RD
BYRON, NY 14422-9747

HUNTER, PETER J
HUNTER, SHERRY A
120 HIGHLAND PK
CAMBRIDGE ON N3H 3H4,
CANADA

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

TOWNSEND, LILLIAN
19-484 MILLEN RD
STONEY CREEK ON L8E 6G4,
CANADA

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

ABBALLE, EGIDIO
168 FATHER ERMANNO CRES
WOODBIDGE ON L4L 7L4,
CANADA

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

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

HELM, BRUCE DONALD TRE
HELM, LORI LEE TRE
117 COTTONWOOD DR
COPPELL, TX 75019-2512

ASKELAND, CHAD
ASKELAND, MARGAUX
2990 E 17TH AVE UNIT 2002
DENVER, CO 80206-1678

WILLIAMS, JENNIFER RACHEL
KLONOWSKI, TRACY CAROLE
4208 VENARD RD
DOWNERS GROVE, IL 60515-1906

RINALDI LIVING TRUST
RINALDI, VINCENZO J TRE
40B EAGLE RUN
EAST GREENWICH, RI 02818-5075

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

CELSO REVOCABLE TRUST
FODEN-CELSO, DEBRA MAY TRE
127 LUCILLE AVE
ELMONT, NY 11003-2721

NAPOLI, ANTONIO TRUST
NAPOLI, MARIA TRUST
7906 W COUNTRY CLUB LN
ELMWOOD PARK, IL 60707-3532

CURTIS, JESSE MCDONALD JR TRE
CURTIS, JESSE 2006 REV TRUST
201 WINGED FOOT PT
FARRAGUT, TN 37934-3730

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

MORTIMER, KEVIN RICHARD
MORTIMER, ELISABETH A
5476 FOX CHASE TRL
GALENA, OH 43021-7026

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

O'SHANE, GRAIG THOMAS
O'SHANE, AMY MARIE
239 PINE CREST CT
GIBSONIA, PA 15044-8088

CARGILL, SCOTT LYNN
CARGILL, LORI KAY
652 PAR DR
GILLETTE, WY 82718-7622

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

PLUNKETT, DAVID
PLUNKETT, REBECCA
3459 E COUNTRY RD 325 S
GREENCASTLE, IN 46135

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

BASSO, LOUIS A
BASSO, JOANNE E
100 WILLIAM ST
GUELPH ON N1E 5E9,
CANADA

RADLEY, MICHAEL
1029 THE TERRACE
BLDG 6 STE 300
HAGERSTOWN, MD 21742-3227

PARR, RONALD W
PARR, CHERYL A
11674 W STATE ROAD 77
HAYWARD, WI 54843-6018

KEISTER, SCOTT R
KEISTER, GABRIELLE J
7865 EAST MAIN RD
LE ROY, NY 14482-9747

O'BRIEN, ADRIAN
O'BRIEN, IRENE
766 LOGY BAY RD
LOGY BAY NL A1K 3B6,
CANADA

SLOSSER, GARY L TRE
SLOSSER, GARY REV LIV TRUST
4205 BEDAKI AVE NE
LOWELL, MI 49331-9459

KONGTUNGMON, WUTHICHA
PROMTAN, KASAMAPROM
14995 GULF BLVD UNIT J
MADEIRA BEACH, FL 33708-2060

DUNPHY, TERESA TRE
DUNPHY, TERESA FAMILY TRUST
113 140TH AVE E UNIT 3
MADEIRA BEACH, FL 33708-2087

DYER, RYAN
MALLARD, HEATHER
160 140TH AVE E
MADEIRA BEACH, FL 33708-2205

SNYDERS, JOSEPH J
PENDERGAST, MARY L
14033 PALM ST
MADEIRA BEACH, FL 33708-2216

TULL, REGINALD QUY
TULL, YANINA SERGIJIVNA
14001 PALM ST
MADEIRA BEACH, FL 33708-2216

PHILLIPS, CHRISTINE
BROOKS, KENNETH J
14040 VIVIAN DR
MADEIRA BEACH, FL 33708-2219

RUSINACK, NICOLE J
SIMI, WILLIAM B
14024 VIVIAN DR
MADEIRA BEACH, FL 33708-2219

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

DIAZ, CARLOS R GRILLO
GARCELL, ODALYS QUINTERO
14001 GULF BLVD UNIT 305
MADEIRA BEACH, FL 33708-2281

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

HARLIN TIMOTHY J TRE
HARLIN, TIMOTHY J REVOCABLE TRUST
14010 GULF BLVD UNIT 404
MADEIRA BEACH, FL 33708-2395

ESAMANN, DOUGLAS F
ESAMANN, KIMBERLY S
14010 GULF BLVD UNIT 303
MADEIRA BEACH, FL 33708-2395

ESAMANN, DOUGLAS
ESAMANN, KIMBERLY
14010 GULF BLVD UNIT 303
MADEIRA BEACH, FL 33708-2395

NABBAN, RONALD K TRE
NABHAN, MICHELE M TRE
14010 GULF BLVD UNIT 403
MADEIRA BEACH, FL 33708-2395

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

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

ESAMANN, DOUGLAS F
ESAMANN, KIMBERLY S
14010 GULF BLVD UNIT 303
MADEIRA BEACH, FL 33708-2395

MCNEILL, ROBERT N TRE
MCNEILL, ELAINE C TRE
14010 GULF BLVD UNIT 201
MADEIRA BEACH, FL 33708-2395

STROPOLI, ERIC VINCENT
STROPOLI, DANIELLE
13720 GULF BLVD
MADEIRA BEACH, FL 33708-2530

VOLPE JOHN A TRE
VOLPE, JOHN A REV LIV TRUST
13715 GULF BLVD
MADEIRA BEACH, FL 33708-2532

NASTRI, KIMBERLEE ANN TRE
NASTRI, KIMBERLEE ANN REVOCABLE TRUST
13720 GULF BLVD UNIT 410
MADEIRA BEACH, FL 33708-2559

GIBBONS, REILLY PATRICK
GIBBONS, ESTHER LYNN
133 140TH AVE E
MADERIA BEACH, FL 33708-2088

FORRESTER, DAVID L
MORRIS, EDNA KATHERINE
800 WESTWIND CT
MAITLAND, FL 32751-5872

MARTORANO, PHILIP
MARTORANO, BETI MARINELA
250 COLUMBUS DR
MANTUA, NJ 08051-1206

STRAUSS, MARK S TRE
STRAUSS, MOLLY G TRE
2736 MERRICK AVE
MERRICK, NY 11566-4626

MAIZE AND BLUE LAND TRUST
VON RICHTER, OWEN TRE
1385 GLENBURNIE RD
MISSISSAUGA ON L5G 3C7,
CANADA

KALLER, WILLIAM
KALLER, RITA
100 WOODLAND SPRINGS LN
MONTGOMERY, MO 63361-5517

ROSINSKI, CHRISTINE TRE
ROSINSKI, CHRISTINE DEC OF TRUST
20 N MARCELLA RD
MOUNT PROSPECT, IL 60056-2609

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

GUDMUNDSEN, TRYM
DYKJELVEIEN 14
4032 STAVANGER,
NORWAY

GORDON, NICHOLAS M
GORDON, HOLLY A
17413 EQUESTRIAN TRL
ODESSA, FL 33556-1847

MASTRO, DARLENE
MASTRO, PETER
11455 TROTting DOWN DR
ODESSA, FL 33556-5901

INGRAM, WILLIAM R
INGRAM, GAYE L
PO BOX 2908
PADUCAH, KY 42002-2908

BARBAZZA, ESTERINA EST
BARBAZZA, CLAUDIO EST
27 INDIANA DR
PALGRAVE ON L7E 0C6,
CANADA

LE VINE, ANDREW P
LE VINE, JAMES M
7801 66TH ST N
PINELLAS PARK, FL 33781-2104

ANTHONY, JENNIFER REVOCABLE TRUST
ANTHONY, COLIN TRE
16104 5TH ST E
REDINGTON BEACH, FL 33708-1616

O'BRIEN, PATRICK
O'BRIEN, JANE
526 SARATOGA ST S
SAINT PAUL, MN 55116-1546

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

BITONTI, JOSEPH
BITONTI, ANTONIETTA
49 BITONTI CRES
SAULT STE MARIE ON P6C 6B6,
CANADA

BUCKLER, DONALD WAYNE TRE
BUCKLER, DONALD WAYNE REV TRUST
8699 MAIDSTONE CT
SEMINOLE, FL 33777-1314

VILLA MADEIRA CONDOMINIUM ASSN INC
C/O RESOURCE PROPERTY MANAGEMENT
7300 PARK ST
SEMINOLE, FL 33777-4601

SCHMIDT, WILLIAM H SR
SCHMIDT, SHARON L
7710 ARAIA WAY
SEMINOLE, FL 33777-4909

BELLO, ELBA E
BELLO, ALEJANDRO
757 ROUTE 518
SKILLMAN, NJ 08558-2513

4 VG LLC
C/O GILSKI, ROBERT C
691 WATERS EDGE DR
SOUTH ELGIN, IL 60177-3703

TRAMUTA, MARI-DENISE
TRAMUTA, BALDASSERE A
7882 SAILBOAT KEY BLVD S UNIT 606
SOUTH PASADENA, FL 33707-4411

TYLER, DONALD TRE
TYLER, DONALD TRUST
1 BEACH DR SE UNIT 2601
ST PETERSBURG, FL 33701-3959

CONLEY, KEVIN M
CONLEY, ROBIN T
200 89TH AVE N
ST PETERSBURG, FL 33702-3206

HOREST INTERNATIONAL
C/O CONSONI, RUDY
1105 81ST ST S
ST PETERSBURG, FL 33707-2726

REVELIA, BERNARD PAUL III
REVELIA, MISTY DAWN
13999 GULF BLVD UNIT 304
ST PETERSBURG, FL 33708-2648

PASK, WALTER A JR
KIGER, ANGELA
PO BOX 86652
ST PETERSBURG, FL 33738-6652

JOHNSON, ARTHUR J TRE
JOHNSON, BEVERLY S TRE
13272 LILLIAN LN
STERLING HEIGHTS, MI 48313-2638

ANTHONY FAMILY REV LIV TRUST
ANTHONY, CHERIE-LEE TRE
44337 SATURN DR
STERLING HEIGHTS, MI 48314-3173

CRUZ, ELENA M TRE
CRUZ, ELENA M REV TRUST
2702 W WOODLAWN AVE
TAMPA, FL 33607-6823

OSCHER, STEVEN S TRE
OSCHER, TERESA P TRE
4506 W WOODMERE RD
TAMPA, FL 33609-4216

VILCHES, GEORGE A SR
VILCHES, KATHLEEN L
8218 CRENSHAW CIR
TAMPA, FL 33615-2120

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

HONG, RICHARD
HONG, SUN
11621 CALF PATH DR
TAMPA, FL 33626-3320

FL INT IMP FUND TRE
C/O LEGER, CATHERINE R
12020 4TH ST E
TREASURE ISLAND, FL 33706-4426

HEATH, DANIEL J
HEATH, SHIRLEY J
6200 CANMOOR DR
TROY, MI 48098-1886

LARMON, DANNY ALVARO JR
LARMON, CHERYL ANN
2117 E KENDALL CIR
VIRGINIA BEACH, VA 23451-1743

TINUCCI, ANDREW K
ORELLANA, CARLA
3793 JULES LN
WANTAGH, NY 11793-1414

TINUCCI, ANDREW K
ORELLANA, CARLA
3793 JULES LN
WANTAGH, NY 11793-1414

TIMKO, DAVID
GRIMES, MICHAEL
626 CORBIN ST
WEST MIFFLIN, PA 15122-2002

MIRASOLA, JOHN
MIRASOLA, SAM
10 NETTLES ST
WOODBIDGE ON L4H 0W7,
CANADA

PICCIN FAMILY TRUST
BOTTOS, ELIZABETH TRE
9909 PINE VALLEY DR STE 602
WOODBIDGE ON L4H 4M1,
CANADA

ABBALLE, JOSEPH
ABBALLE, NADIA
1 MUZICH PLACE
WOODBIDGE ON L4L 9C5,
CANADA

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

CHAPIN, LISALYN
4791 RIVERWOOD DR
HILLIARD, OH 43026-5705

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

VICTUS SOMNIUM LLC
1948 MIMOSA TRL
FLORENCE, KY 41042-8727

DAWN MORTGAGE & FINANCIAL SERVICES INC
3942 VENETIAN WAY
TAMPA, FL 33634-7424

CANDY KITCHEN INC
13711 GULF BLVD APT 1
MADEIRA BEACH, FL 33708-2580

SAVINO, DOMENICK N SR RESTATED TRUST
14006 VIVIAN DR
MADEIRA BEACH, FL 33708-2219

CARBY, DAVID W
1935 GARDINER LN UNIT H118
LOUISVILLE, KY 40205-2843

GROUP K PROPERTIES LLC FOX LAKE
710 ACORN HILL LN
OAK BROOK, IL 60523-2707

BURTON, LARRY C
25 RANDALL ST
ANNAPOLIS, MD 21401-1719

ROBACK, BEVERLY JANE
1695 PENINSULA DR
NEW BRIGHTON, MN 55112-5487

ROMERO, YISEL MACHADO
11433 WHEELING DR
TAMPA, FL 33625-5635

GULF 140 AVE LLC
7989 2ND AVE S
ST PETERSBURG, FL 33707-1023

CJS PIRATE GROUP LLC
12312 LAGOON LN
TREASURE ISLAND, FL 33706-5024

FOREST HILL PROPERTY LLC
1009 CHEROKEE RD
PERRY, GA 31069-2242

SKYLINE OF MADEIRA CONDO ASSN INC
13999 GULF BLVD UNIT C6
MADEIRA BEACH, FL 33708-2648

AMD PROPERTY LLC
3942 VENETIAN WAY
TAMPA, FL 33634-7424

DAWN MORTGAGE & FINANCIAL SERVICES INC
3942 VENETIAN WAY
TAMPA, FL 33634-7424

MADEIRA 117 LLC
1702 SUNSET WIND LOOP
OLDSMAR, FL 34677-4834

CASELLAS PROPERTIES LLC
7013 PELICAN ISLAND DR
TAMPA, FL 33634-7422

CASTELLUZZO, MICHAEL R
14044 VIVIAN DR
MADEIRA BEACH, FL 33708-2219

HAWKEYE MADEIRA BEACH LLC
17616 CURRY BRANCH RD
LOUISVILLE, KY 40245-7446

BRUIN, MICHAEL
1454 WILKSHIRE CIR S W
NORTH CANTON, OH 44720-4157

PPL COASTAL COLLECTIVE LLC
2881 DAYTON XENIA RD
BEAVERCREEK, OH 45434-6467

HUENINK, DIRK
120 140TH AVE E
MADEIRA BEACH, FL 33708-2205

VILCHES, GEORGE ANTHONY
7117 WOODED VILLAGE LN
ORLANDO, FL 32835-2726

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

BEACH CLUB OF MADEIRA CONDOMINIUM
ASSOCIATION INC
PO BOX 86507
MADEIRA BEACH, FL 33738-6507

COMMANDER, LISA E
13713 GULF BLVD UNIT 7
MADEIRA BEACH, FL 33708-2571

AMD PROPERTY LLC
3942 VENETIAN WAY
TAMPA, FL 33634-7424

ISLAND GULF RESORT CONDO ASSN INC, MNG
ENT
12300 GULF BLVD
TREASURE ISLAND, FL 33706-5012

MEDITERRANEAN OF MADEIRA CONDO ASSN
INC
13910 GULF BLVD
MADEIRA BEACH, FL 33708-2567

VILLA MADEIRA 610 LLC
34 LEDGESTONE DR
FAIRVIEW, NC 28730-7100

BEACH FLOWER LLC
14567 NORTH OUTER 40 RD STE 350
CHESTERFIELD, MO 63017-5775

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

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

WILLIAMS, STEVEN
PO BOX 187
FREEPORT, NY 11520-0187

LONG ISLAND BOTTLE GAS SUPPLY & SERVICE
CORP
245 NW LINCOLN CIR N
ST PETERSBURG, FL 33702-6749

MAGYAR, ANDREA EDIT
960 STARKEY RD UNIT 4506
LARGO, FL 33771-2479

13733 GULF LLC
13733 GULF BLVD
MADEIRA BEACH, FL 33708-2538

TOP SALES MORTGAGE LLC
3942 VENETIAN WAY
TAMPA, FL 33634-7424

COX, GREG
7484 W COUNTY ROAD 750 N
GASTON, IN 47342-9710

M P S DEVELOPMENT LLC
4939 W TOKAY DR
LAPORTE, IN 46350-8463

MAD VILLA LLC
5110 GRANDWOOD PL W
LA CROSSE, WI 54601-3064

SLONE, MARGARET A
3670 SOUTH BANK RD
MILLERS PORT, OH 43046-8036

PLASTER, LINDA J
14010 GULF BLVD UNIT 202
MADEIRA BEACH, FL 33708-2395

MADEIRA PLACE CONDO ASSN INC
570 CARILLON PKWY STE 210
ST PETERSBURG, FL 33716-1344

CZAPLINSKY, NANCY
40 140TH AVE E
MADEIRA BEACH, FL 33708-2203

PENPOW LLC
362 CHOWNING CIR
KETTERING, OH 45429-1626

JRII LLC
13999 GULF BLVD UNIT 405
MADEIRA BEACH, FL 33708-2648

GATES AT BOCA CIEGA CONDO ASSN INC
16512 TURNBURY OAK DR
ODESSA, FL 33556-2889

MCKENDRY, BRUCE A
100 140TH AVE E
MADEIRA BEACH, FL 33708-2205

FAUGHN, TERRAH M
140 140TH AVE E
MADEIRA BEACH, FL 33708-2205

NAVARRO, ESTELLA EST
11501 47TH AVE N
MADEIRA BEACH, FL 33708-2705

ISLAND GULF RESORT CONDO ASSN INC
12300 GULF BLVD
TREASURE ISLAND, FL 33706-5012

FLORIDA PARADISE BEACH RENTALS LLC
2405 ROSSINI PL
LEXINGTON, KY 40509-4533

QED PROPERTIES LLC
195 S PLEASANT ST
HINGHAM, MA 02043-4423

SMITH, RAYMOND C
8333 SEMINOLE BLVD APT 656
SEMINOLE, FL 33772-4364

CARMENATE, YUMARY
7331 BROOKVIEW CIR
TAMPA, FL 33634-2925

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

CRAZE HILLS INC
PO BOX 356
OZONA, FL 34660-0356

ZAGAZIG FINANCIAL GROUP LLC
435 S OREGON AVE UNIT 202
TAMPA, FL 33606-2121

BENTON PROPERTIES INC
10206 VALDOSTA HWY
QUITMAN, GA 31643-4399

SOOTH LTD PTNSHP
4500 WILLIAMS DR STE 212 PMB 367
GEORGETOWN, TX 78633-1329

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

HARDWICK, BENJAMIN
6954 BITTERNUT LN
PLAINFIELD, IN 46168-8663

CRUZ & QUINONES FAMILY TRUST
7622 CARON RD
TAMPA, FL 33615-1348

KASTELEIN, JOHN
1214 JULIAN CLARK RD
CHARLESTON, SC 29412-5206

ANDRIULI, FRANK
329 W 5TH ST
SHIP BOTTOM, NJ 08008-4754

AMD PROPERTY LLC
3942 VENETIAN WAY
TAMPA, FL 33634-7424

AMD PROPERTY LLC
3942 VENETIAN WAY
TAMPA, FL 33634-7424

LANEY, NEWSTELL JR
16503 VILLESPIIN DE AVILA
TAMPA, FL 33613-1013



AFFIDAVIT OF POSTING

Date: 7/25/2025
 Postings for: ABV-2025-04

Before me this day Lisa Scheneman personally appeared. He/she has posted public notices at the locations indicated in the notice document(s).

Lisa Scheneman
 Signature

STATE OF FLORIDA
 COUNTY OF PINELLAS

Sworn to and subscribed before me this 25th day of July, 2025.

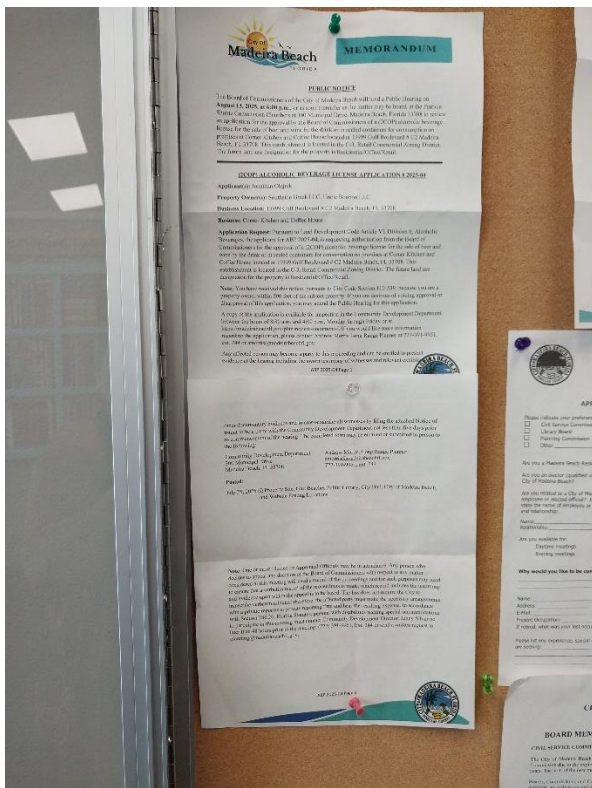
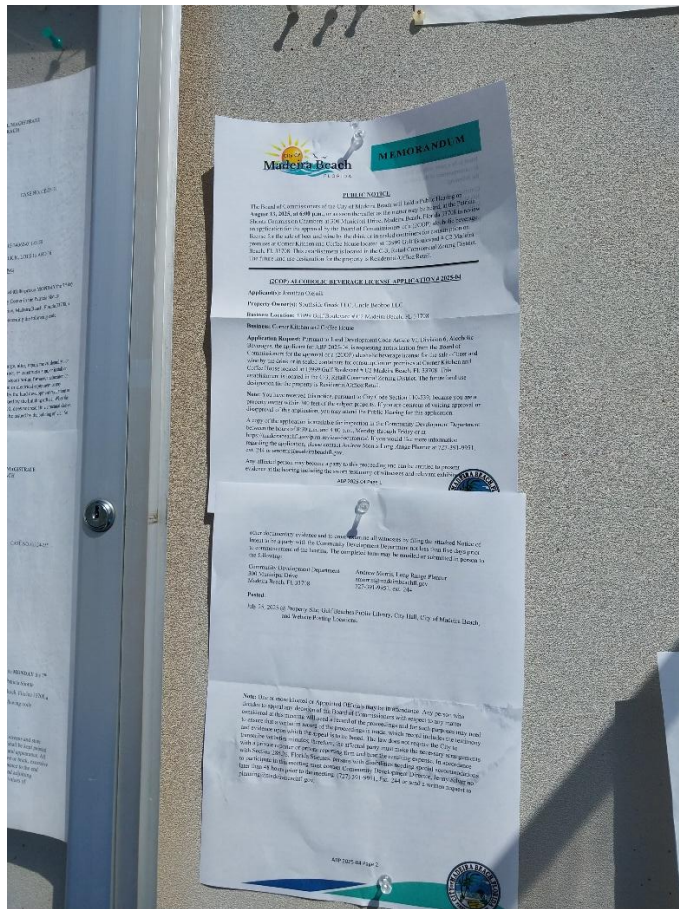
Personally known or produced _____ as identification.



Notary Public Stamp

MARY ANN HEARN
 Notary Public
7/25/2025
 Date

*Copy of public notice is attached.





2025 RESIDENT PARKING PASS REGISTRATION

Community Development Department / Community Development Documents / Plan Review Documents

[← Back](#)

Plan Review Documents

John's Pass Village Activity Center Plan

Jenny Silver
 Director of Community Development

(727) 301-0951 x244

Plan Review Documents

Alcoholic Beverage License Public Hearing BOC Regular Meeting August 13, 2025

[ABP 2025-04 Corner Kitchen and Coffee House Public Notice](#)

[ABP 2025-04 Corner Kitchen and Coffee House Application](#)

<https://madeirabeachfl.gov/plan-review-documents/>

From: [Thomas Trask](#)
To: [VanBlargan, Clara](#)
Cc: [Robin Gomez](#); [Pinkard, Holden](#)
Subject: FW: Request for Special Magistrate Lien Reduction
Date: Tuesday, July 15, 2025 11:52:32 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Clara,

The Scott Holcomb fine reduction request will be on the upcoming workshop agenda on July 23rd. Please include the email string below in the agenda package.



Thomas J. Trask, Esquire
 Board Certified in City, County and Local Government Law
 AV Preeminent® Rated Attorney
TRASK DAIGNEAULT, LLP
 Harbor Oaks Professional Center
 1001 South Ft. Harrison Avenue, Suite 201
 Clearwater, FL 33756
 Phone: (727) 733-0494 (Ext. 103)
 Fax: (727) 733-2991
 E-Mail: tom@cityattorneys.legal

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From: Scott Holcomb <scott.holcomb@gmail.com>
Sent: Monday, June 16, 2025 12:19 PM
To: Thomas Trask <tom@cityattorneys.legal>
Cc: Robin Gomez <RGomez@madeirabeachfl.gov>; cvanblargan@madeirabeachfl.gov
Subject: Re: Request for Special Magistrate Lien Reduction

Thank you, Mr. Trask.

Scott Holcomb

From: Thomas Trask <tom@cityattorneys.legal>
Sent: Monday, June 16, 2025 11:21:41 AM
To: Scott Holcomb <scott.holcomb@gmail.com>
Cc: Robin Gomez <RGomez@madeirabeachfl.gov>; cvanblargan@madeirabeachfl.gov

<cvanblargan@madeirabeachfl.gov>

Subject: RE: Request for Special Magistrate Lien Reduction

Mr. Holcomb,

Your request for fine reduction will be discussed at the BOC workshop on July 23rd and put it on the regular BOC agenda on August 13th for the BOC to take action on the request.



Thomas J. Trask, Esquire

Board Certified in City, County and Local Government Law

AV Preeminent® Rated Attorney

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Harbor Oaks Professional Center

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From: Scott Holcomb <scott.holcomb@gmail.com>

Sent: Monday, June 16, 2025 10:48 AM

To: Thomas Trask <tom@cityattorneys.legal>

Cc: Robin Gomez <RGomez@madeirabeachfl.gov>

Subject: Re: Request for Special Magistrate Lien Reduction

One last thing I forgot to mention is that I will be out of town from July 9 - July 18.

Thank you,

Scott Holcomb

Scott

From: Thomas Trask <tom@cityattorneys.legal>

Sent: Monday, June 16, 2025 10:39:16 AM

To: Scott Holcomb <scott.holcomb@gmail.com>

Cc: Robin Gomez <RGomez@madeirabeachfl.gov>

Subject: RE: Request for Special Magistrate Lien Reduction

Will do.



Thomas J. Trask, Esquire

Board Certified in City, County and Local Government Law

AV Preeminent® Rated Attorney

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Harbor Oaks Professional Center

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From: Scott Holcomb <scott.holcomb@gmail.com>

Sent: Monday, June 16, 2025 10:33 AM

To: Thomas Trask <tom@cityattorneys.legal>

Cc: Robin Gomez <RGomez@madeirabeachfl.gov>

Subject: Re: Request for Special Magistrate Lien Reduction

Mr. Trask,

That would be good.

Thank you,

Scott Holcomb

Scott

From: Thomas Trask <tom@cityattorneys.legal>

Sent: Monday, June 16, 2025 10:10:04 AM

To: Scott <scott.holcomb@gmail.com>

Cc: Robin Gomez <RGomez@madeirabeachfl.gov>

Subject: RE: Request for Special Magistrate Lien Reduction

Mr. Holcomb,

Thank you for your email. I cannot provide you with any legal advice as I represent the City of Madeira Beach. Would you like to proceed with having your request for fine reduction being placed on an upcoming Board of Commissioners meeting agenda for their consideration? As I mentioned in my previous email it will come with the staff recommendation to not reduce the fine below \$46,022.04. I will include your email requesting the fine reduction and your email from Sunday, June 15th in the agenda packet.



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 AV Preeminent® Rated Attorney
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 Harbor Oaks Professional Center
 1001 South Ft. Harrison Avenue, Suite 201
 Clearwater, FL 33756
 Phone: (727) 733-0494 (Ext. 103)
 Fax: (727) 733-2991
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From: Scott <scott.holcomb@gmail.com>
Sent: Sunday, June 15, 2025 12:24 PM
To: Thomas Trask <tom@cityattorneys.legal>
Cc: Robin Gomez <RGomez@madeirabeachfl.gov>
Subject: Re: Request for Special Magistrate Lien Reduction

Mr Trask,

Is there any other recourse that I may take to get the lien removed? I have lost my house due to the hurricanes and received a significant damage letter requiring me to build a house built in the 1960's to code which as you can imagine is going to be a financial hardship for me and my wife.

Additionally, I understand that it took awhile for me to come into compliance but there were many reasons for this. Some of these reasons are as follows:

- Misunderstanding of the process as a whole
- Issues with correspondence - I had asked that mail be sent to my permanent residence in Tampa, or emailed to me. This was not occurring early in the process so I missed one special magistrate meeting because I did not receive the correspondence from the City until after the meeting. In fact, when I watched the meeting on Youtube, you held up a certified receipt saying it was signed by me. This was not the case as no one was at the Madeira Beach property on the day the signature was dated. I brought this immediately to Mr. Gomez' attention. He assured me that no one at the City would have done it and he was going to approach the postal office supervisor as he felt the mailman must have signed the card.
- I was under the impression that my contractor, Ted Bociek, was working with the City's building department to see what we could do to get in compliance without having to remove the outdoor kitchen in its entirety. It was only at the following meeting where Mr. Bociek and I found out this was not the case.
- I had learned from watching a subsequent YouTube video of a Council meeting that the City was leaning towards passing a new ordinance that would allow for some type of outdoor kitchen. I immediately emailed the City to see what we would need to do in order to meet these new requirements. An in-person meeting with myself, Mr. Bociek, Mr. Gomez, and other City officials was held in the City's conference room where we discussed this.

As you can see from the points above, I was not just willfully thumbing my nose at the City. My goal was to see if there was a way to come into compliance without having to tear down the kitchen. In both watching meetings in person and on YouTube, it seemed to me that the City thought I was just willfully disregarding the situation and there is nothing further from the truth.

Lastly, in your email below, you mentioned that the "City staff will not support a settlement of the lien for any amount less than \$46,022.04." This was surprising to me because on the day I met with Mr. Gomez regarding the forged signature on the certified mail receipt, and to let him know I was just going to tear down the kitchen and be done with it, he stated to me that his recommendation would be that the lien be completely removed once I came into compliance.

Thank you for your consideration in this matter.

Scott Holcomb

From: Thomas Trask <tom@cityattorneys.legal>
Sent: Thursday, April 3, 2025 3:52:38 PM
To: scott.holcomb@gmail.com <scott.holcomb@gmail.com>
Cc: Robin Gomez <RGomez@madeirabeachfl.gov>
Subject: Request for Special Magistrate Lien Reduction

Mr. Holcomb,

I am the City Attorney for the City of Madeira Beach. In that regard I have been requested to respond to your letter of March 18, 2025. A copy of which I have attached. The code violations on your property existed for well over a year before you brought the property into compliance. As a result of your delayed compliance a substantial fine has accrued. As of March 13, 2025, the payoff on the fine was \$92,044.07. See below. After careful consideration of your request City staff will not support a settlement of the lien for any amount less than \$46,022.04. This figure represents a 50% reduction of the fine. Should you wish to accept the offer to settle at the stated figure city staff will need to complete the approval process. If the fine reduction is approved by the Board of Commissioners and you pay the stated figure, the City will issue a release of the lien and have it recorded in the Official Records of Pinellas County. Please forward all future communications directly to me.

SPECIAL MAGISTRATE LIEN

MADEIRA BEACH

John S. and Jennifer L. Holcomb
572 Johns Pass Ave

Case No. 2023.3608

as of: March 13, 2025

IN COMPLIANCE

Fine Start	11/23/2023
Fine Stop	11/13/2024
Rate	\$250.00
Principal	\$89,250.00
 Recording	 \$41.75

SUB TOTAL	\$89,291.75
------------------	--------------------

Interest Rate	0.000256986	(9.38% per annum)
Interest on Principal		\$22.94
Interest Start		11/14/2024
Today's Date		3/13/2025
Interest		\$2,752.32
 TOTAL		 \$92,044.07

	<p>Thomas J. Trask, Esquire Board Certified in City, County and Local Government Law AV Preeminent® Rated Attorney TRASK DAIGNEAULT, LLP Harbor Oaks Professional Center 1001 South Ft. Harrison Avenue, Suite 201 Clearwater, FL 33756 Phone: (727) 733-0494 (Ext. 103) Fax: (727) 733-2991 E-Mail: tom@cityattorneys.legal</p>
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Wiring Instruction Notice. **FURTHER,** WE DO NOT ACCEPT OR REQUEST CHANGES TO WIRING INSTRUCTIONS VIA EMAIL OR FACSIMILE, PLEASE CALL TO VERIFY. IF YOU RECEIVE AN EMAIL CONTAINING WIRE TRANSFER INSTRUCTIONS, CALL OUR OFFICE IMMEDIATELY TO VERIFY THE INFORMATION PRIOR TO SENDING FUNDS.

CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF MADEIRA BEACH

CITY OF MADEIRA BEACH,

CASE NUMBER: 2023.3608

Petitioner,

vs.

HOLCOMB, JOHN SCOTT
HOLCOMB, JENNIFER LYNN
572 Johns Pass Ave.
Madeira Beach, FL 33708,

Respondents.

FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER IMPOSING FINE

THIS CAUSE came on to be heard for public hearing before the undersigned Special Magistrate on October 23, 2023, after due notice to the Respondents, and the Special Magistrate having heard testimony under oath, received evidence, and otherwise being fully advised in the premises, hereby finds as follows:

Findings of Fact:

1. The City was represented by the City Attorney, and Grace Mills provided testimony on behalf of the City.
2. The contractor, Antonce Bociek, appeared on behalf of the Respondents and admitted to the violations.
3. Jean Farnan provided public comment indicating a violation occurred.
4. The property in question is located at 572 Johns Pass Ave., Madeira Beach, Florida 33708 ("Property"). The legal description for the Property is as follows:

CRYSTAL ISLAND 2ND ADD LOT 86

5. Proper notice was served upon the Respondents via certified mail, regular mail, posting or hand delivery in accordance with Chapters 162 and 166, Florida Statutes.
6. The Respondents were notified that Respondents were in violation of the following section of the Code of Ordinances of the City of Madeira Beach to wit:

Sec. 86-52.- Same- When Required.

A person, firm or corporation shall not construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or erect, or construct a sign, or install or alter fire extinguishing apparatus, elevators, engines, steam boiler, furnace, incinerator, or other heat producing apparatus, plumbing, mechanical or electrical equipment or any appurtenances, the installation of which is regulated by the land development regulations or other sections of the Code until a permit has been issued by the building official. When the cost of repair or modification does not exceed \$500.00, does not result in a structural change, and does not require an inspection, a permit need not be issued by the building official. No permit is required for uncovered flat slabs of no greater than 50 square feet, for work of a strictly cosmetic nature (painting, wallpapering, carpeting, kitchen cabinets, etc.) or roof work less than \$100.00 in value.

Sec. 110-471. - Building permits required.

Building permits are required for the construction or placement of all accessory structures.

Sec. 110-719. - Fencing.

All swimming pools shall be enclosed with a screen enclosure or a fence or wall having a minimum height of four feet and in compliance with the provisions of article VI, division 3 of this chapter. The fence, wall or door to the screen enclosure shall be equipped with a self-closing and self-latching gate which operates from the interior of the swimming pool area only.

7. The violation set forth above existed as of the date of the Notice of Violation herein and at all times subsequent thereto up to the date of the Hearing.

8. A reasonable period of time for correcting the above violation and bringing the Property into compliance is thirty (30) days from the date of the Hearing.

BASED UPON THE FOREGOING FINDINGS OF FACT, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

9. The Respondents, and the Property at the above mentioned location, are found to be in violation of Sections 86-52, 110-471, and 110-719 of the Code of Ordinances of the City of Madeira Beach.

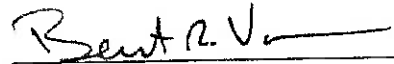
10. The Respondents shall correct the above stated violation within 30 days, by taking the remedial action as set forth in the Notice of Violation, and stated on the record at the hearing, which is to apply for and obtain and after-the-fact building permit and comply with City Code. If the permit cannot be obtained, the structure must be removed. Also, proper fencing will need to be constructed in regard to the pool in compliance with Florida Statutes and City Code.

11. If the Respondents fail to timely comply with the remedial action set forth above, a fine shall be imposed in the amount of \$250.00 per day for the violation set forth in Paragraph 6 above for each day the Respondents have failed to correct the violation after 30 days, and the fine

shall continue to accrue until such time as the Property is brought into compliance.

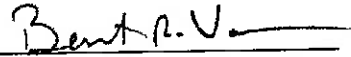
12. The Special Magistrate does hereby retain jurisdiction over this matter to enter such other and further orders as may be just and proper.

DONE AND ORDERED this 31st day of October, 2023.



Bart R. Valdes
Special Magistrate

A true and correct copy of this Order was delivered by certified mail, regular mail and electronic mail to: **John Scott Holcomb and Jennifer Lynn Holcomb, 572 Johns Pass Ave., Madeira Beach, FL 33708**; by electronic mail to **Thomas Trask, Esq. (tom@cityattorneys.legal)**; and by U.S. Mail and e-mail transmission to the **City of Madeira Beach, Clara VanBlargan, 300 Municipal Dr., Madeira Beach, Florida 33708**, on this 31st day of October, 2023.



Bart R. Valdes

APPEALS

An aggrieved party, including the local governing body, may appeal a final administrative order of a Special Magistrate to the circuit court. Such an appeal shall not be a hearing de nova but shall be limited to appellate review of the record created before the Special Magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed. Ss. 162-11.

CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF MADEIRA BEACH

CITY OF MADEIRA BEACH,

CASE NUMBER: 2023.3608

Petitioner,

vs.

HOLCOMB, JOHN SCOTT
HOLCOMB, JENNIFER LYNN
572 Johns Pass Ave.
Madeira Beach, FL 33708,

Respondents.

**ORDER OF NON-COMPLIANCE AND
ORDER IMPOSING FINE AND CERTIFYING LIEN**

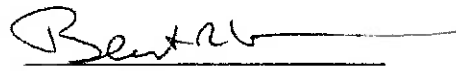
THIS CAUSE came on to be heard for public hearing before the undersigned Special Magistrate on May 20, 2024, after due notice to the Respondents, and the Special Magistrate having reviewed all filings, received evidence, and otherwise being fully advised in the premises, **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

1. The Respondents and the property located at 572 Johns Pass Ave., Madeira Beach, FL 33708 (the "Property") were found to be in violation of Section(s) 86-52, 110-471, and 110-719, of the Code of Ordinances of the City of Madeira Beach based on the Findings of Fact, Conclusion of Law and Order Imposing Fine dated October 31, 2023.

2. The Respondents did not bring the property into compliance by the compliance deadline and are still not in compliance.

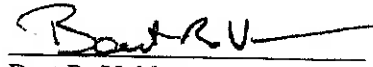
3. The Special Magistrate does hereby retain jurisdiction over this matter to enter such other and further orders as may be just and proper.

DONE AND ORDERED this 24th day of May, 2024.


Bart R. Valdes
Special Magistrate

A true and correct copy of this Order was delivered by certified mail and regular mail to: **John Scott Holcomb and Jennifer Lynn Holcomb, 572 Johns Pass Ave., Madeira Beach, FL**

33708; and by electronic mail to **Thomas Trask, Esq. (tom@cityattorneys.legal)**; and by U.S. Mail and e-mail transmission to the **City of Madeira Beach, Clara VanBlargan, 300 Municipal Dr., Madeira Beach, Florida 33708**, on this 24th day of May, 2024.


Bart R. Valdes

APPEALS

An aggrieved party, including the local governing body, may appeal a final administrative order of a Special Magistrate to the circuit court. Such an appeal shall not be a hearing de nova but shall be limited to appellate review of the record created before the Special Magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed. Ss. 162-11.

**CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF MADEIRA BEACH**

CITY OF MADEIRA BEACH,

Petitioner,

vs.

CASE NO. 2023.3608

**HOLCOMB, JOHN SCOTT
HOLCOMB, JENNIFER LYNN
572 Johns Pas Ave.
Madeira Beach, FL 33708,**

Respondents.

ORDER DENYING RESPONDENTS' REQUEST TO STAY FINES

THIS CAUSE came on to be heard before the undersigned Special Magistrate on July 29, 2024, on Respondents' request to stay the daily fine for non-compliance tendered to the Special Magistrate in an e-mail dated July 9, 2024, after proper notice was provided to the Respondents and giving the Respondents adequate opportunity to appear at the Hearing, and the Special Magistrate having reviewed the request and hearing from Petitioner's counsel, Thomas J. Trask, and otherwise being fully advised in the premises, it is hereby

ORDERED AND ADJUDGED that Respondents' request to stay the fines in that certain Findings of Fact, Conclusion of Law and Order Imposing Fine dated October 31, 2023 is hereby **DENIED**.

DONE AND ORDERED this 5th day of August, 2024.

By Bart R. V.
Bart R. Valdes, Special Magistrate

I hereby certify that a true and correct copy of this Order was delivered by certified mail and regular mail to John Scott Holcomb and Jennifer Lynn Holcomb, 572 Johns Pass Ave., Madeira Beach, FL 33708, and by e-mail transmission to Thomas J. Trask, City Attorney for the City of Madeira Beach (tom@cityattorenevs.legal) and to Clara VanBlargan, City Clerk of the City of Madeira Beach (cvanblargan@madeirabeachfl.gov), this 5th day of August, 2024.

Bart R. V.
Bart R. Valdes

[Interactive Map of this parcel](#)[Sales Query](#)[Back to Query Results](#)[New Search](#)[Tax Collector Home Page](#)[Contact Us](#)**10-31-15-19998-000-0860**[Compact Property Record Card](#)[Tax Estimator](#)**Updated May 16, 2023**[Email Print](#)[Radius Search](#)[FEMA/WLM](#)

Ownership/Mailing Address Change Mailing Address	Site Address
HOLCOMB, JOHN SCOTT HOLCOMB, JENNIFER LYNN 572 JOHNS PASS AVE MADEIRA BEACH FL 33708-2300	572 JOHNS PASS AVE MADEIRA BEACH

[Property Use:](#) 0110 (Single Family Home)Current Tax District: MADEIRA
BEACH (MB)

Total Living: SF: 3,669 Total Gross SF: 4,123 Total Living Units: 1

[click here to hide] Legal Description
CRYSTAL ISLAND 2ND ADD LOT 86

Tax Estimator File for Homestead Exemption			2023 Parcel Use
Exemption	2023	2024	
Homestead:	Yes	Yes	*Assuming no ownership changes before Jan. 1
Government:	No	No	Homestead Use Percentage: 100.00%
Institutional:	No	No	Non-Homestead Use Percentage: 0.00%
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
21259/1250	\$1,522,200 Sales Query	121030278022	A	Current FEMA Maps	57.64

2022 Final Value Information

Year	Just Market Value	Assessed Value / SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	\$1,265,567	\$1,036,422	\$1,036,422	\$1,265,567	\$1,036,422

[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	\$935,189	\$935,189	\$935,189	\$935,189	\$935,189
2020	No	\$705,922	\$705,922	\$705,922	\$705,922	\$705,922
2019	No	\$722,719	\$722,719	\$722,719	\$722,719	\$722,719
2018	No	\$685,089	\$685,089	\$685,089	\$685,089	\$685,089
2017	No	\$687,752	\$687,752	\$687,752	\$687,752	\$687,752
2016	No	\$656,032	\$656,032	\$656,032	\$656,032	\$656,032
2015	No	\$616,087	\$616,087	\$616,087	\$616,087	\$616,087
2014	Yes	\$551,085	\$529,641	\$479,641	\$504,641	\$479,641
2013	Yes	\$556,669	\$521,814	\$471,814	\$496,814	\$471,814
2012	Yes	\$513,091	\$513,091	\$463,091	\$488,091	\$463,091
2011	Yes	\$518,205	\$518,205	\$468,205	\$493,205	\$468,205
2010	Yes	\$529,461	\$529,461	\$479,461	\$504,461	\$479,461
2009	Yes	\$633,815	\$633,815	\$583,815	\$608,815	\$583,815
2008	Yes	\$736,600	\$736,600	\$686,600	\$711,600	\$686,600
2007	Yes	\$858,200	\$858,200	\$833,200	N/A	\$833,200
2006	Yes	\$899,500	\$899,500	\$874,500	N/A	\$874,500
2005	Yes	\$645,700	\$302,100	\$276,600	N/A	\$276,600
2004	Yes	\$559,900	\$293,300	\$267,800	N/A	\$267,800
2003	Yes	\$514,800	\$287,900	\$262,400	N/A	\$262,400
2002	Yes	\$392,000	\$277,500	\$252,000	N/A	\$252,000
2001	Yes	\$299,800	\$246,100	\$220,600	N/A	\$220,600
2000	Yes	\$253,900	\$239,000	\$213,500	N/A	\$213,500
1999	Yes	\$234,000	\$232,800	\$207,300	N/A	\$207,300
1998	Yes	\$237,000	\$229,200	\$203,700	N/A	\$203,700
1997	Yes	\$227,700	\$225,400	\$199,900	N/A	\$199,900
1996	Yes	\$226,000	\$218,900	\$193,400	N/A	\$193,400

2022 Tax Information[2022 Tax Bill](#)

Tax District: MB

2022 Final Millage Rate 16.2571

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	Y/I
29 Oct 2020	21259 / 1250	\$1,135,000	Q	I
29 Jun 2005	14415 / 0337	\$1,195,000	Q	I

2022 Land Information					
Seawall: Yes	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value
	70x115	11000.00	70.0000	1.0600	\$816,200
Land Use					Method
Single Family (01)					FF

[\[click here to hide\]](#) 2023 Building 1 Structural Elements [Back to Top](#)

Site Address: 572 JOHNS PASS AVE

Building Type: **Single Family**

Quality: **Above Average**

Foundation: **Continuous Footing Poured**

Floor System: **Slab On Grade**

Exterior Wall: **Cb Stucco/Cb Reclad**

Roof Frame: **Gable Or Hip**

Roof Cover: **Shingle Composition**

Stories: **2**

Living units: **1**

Floor Finish: **Carpet/Hardtile/Hardwood**

Interior Finish: **Upgrade**

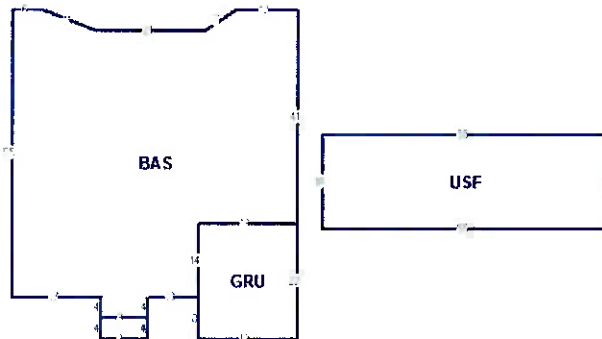
Fixtures: **17**

Year Built: **1962**

Effective Age: **30**

Heating: **Central Duct**

Cooling: **Cooling (Central)**



[Compact Property Record Card](#)

[Open plot in New Window](#)

Building 1 Sub Area Information

Description	Living Area SF	Gross Area SF
Base (BAS)	2,679	2,679
Open Porch (OPE)	0	36
Garage Unfinished (GRU)	0	418
Upper Story (USF)	990	990
Total Living SF: 3,669		Total Gross SF: 4,123

[\[click here to hide\]](#) 2023 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
BBQ	\$2,000.00	1.00	\$2,000.00	\$2,000.00	1972
PATIO/DECK	\$22.00	676.00	\$14,872.00	\$11,005.00	2000
POOL	\$55,000.00	1.00	\$55,000.00	\$22,000.00	1993
DOCK	\$56.00	245.00	\$13,720.00	\$11,388.00	2016
PATIO/DECK	\$39.00	250.00	\$9,750.00	\$4,290.00	2000
BT LFT/DAV	\$12,000.00	1.00	\$12,000.00	\$11,640.00	2021

[\[click here to hide\]](#) 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
DRVWY20220269	PATIO/DECK	04 Apr 2022	\$25,750
S20210515	SEA WALL	03 Jun 2021	\$24,400
D&L20210091	DOCK	03 Feb 2021	\$20,268
WND-21-00044	DOCK	01 Feb 2021	\$0
P4752	PLUMBING	19 Jun 2020	\$12,063
R4007	ROOF	03 Sep 2019	\$26,150
BR2221	ADDITION/REMODEL/RENOVATION	09 Jan 2018	\$30,000
P46360-16/REV	DOCK	23 Feb 2017	\$0
P46360-16	DOCK	15 Nov 2016	\$14,000
PER-H-CB07-04140	MISCELLANEOUS	27 Mar 2007	\$1,400
PER-H-CB305185	ROOF	19 Oct 2004	\$13,800
PER-H-CB259316	SPA/JAC/HT	06 Aug 2002	\$2,000
PER-H-CB257035	MISCELLANEOUS	24 Jun 2002	\$1,600
PER-H-CB219648	ADDITION/REMODEL/RENOVATION	19 Jul 2000	\$44,605











Search all services we offer...

[Vehicle Registration](#)[Property Tax](#)[Tourist Tax](#)[Search](#) > Account Summary**Real Estate Account #R115404****Owner:**HOLCOMB, JOHN SCOTT
HOLCOMB, JENNIFER LYNN**Situs:**572 JOHNS PASS AVE
MADEIRA BEACH[Parcel details](#)[Property Appraiser](#)[Get bills by email](#)**Amount Due**

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **11/29/2022** for **\$17,486.99**.

Account History

BILL	AMOUNT DUE	STATUS		ACTION
2022 Annual Bill ⓘ	\$0.00	Paid \$17,486.99	11/29/2022	Receipt #0-22-149549 Print (PDF)
2021 Annual Bill ⓘ	\$0.00	Paid \$15,366.97	11/22/2021	Receipt #0-21-126472 Print (PDF)
2020 Annual Bill ⓘ	\$0.00	Paid \$11,902.08	12/21/2020	Receipt #1655-20-100949 Print (PDF)
2019 Annual Bill ⓘ	\$0.00	Paid \$12,431.46	01/30/2020	Receipt #755-19-123920 Print (PDF)
2018 Annual Bill ⓘ	\$0.00	Paid \$11,403.71	12/28/2018	Receipt #755-18-112342 Print (PDF)
2017 Annual Bill ⓘ	\$0.00	Paid \$11,767.99	01/31/2018	Receipt #755-17-128574 Print (PDF)
2016 Annual Bill ⓘ	\$0.00	Paid \$11,655.27	03/30/2017	Receipt #952-16-066576 Print (PDF)
2015 Annual Bill ⓘ	\$0.00	Paid \$11,223.20	03/31/2016	Receipt #755-15-138059 Print (PDF)
2014 Annual Bill ⓘ	\$0.00	Paid \$9,158.34	05/29/2015	Receipt #755-14-139996 Print (PDF)
2013 Annual Bill ⓘ	\$0.00	Paid \$8,492.79	12/31/2013	Receipt #755-13-122635 Print (PDF)
2012 Annual Bill ⓘ	\$0.00	Paid \$8,338.28	12/28/2012	Receipt #756-12-080585 Print (PDF)
2011 Annual Bill ⓘ	\$0.00	Paid \$8,406.53	01/31/2012	Receipt #755-11-093130 Print (PDF)
2010 Annual Bill ⓘ	\$0.00	Paid \$8,384.19	12/31/2010	Receipt #755-10-129861 Print (PDF)
2009 Annual Bill ⓘ	\$0.00	Paid \$10,207.95	12/30/2009	Receipt #755-09-119117 Print (PDF)
2008 ⓘ				
2008 Annual Bill	\$0.00	Paid \$13,841.16	11/17/2009	Receipt #908-09-000599 Print (PDF)
Certificate #7891		Redeemed	11/17/2009	Face \$13,176.10, Rate 0.25% Print (PDF)
		Paid \$13,841.16		
2007 ⓘ				
2007 Annual Bill	\$0.00	Paid \$16,150.19	09/09/2008	Receipt #110-08-000119 Print (PDF)
Certificate #7741		Redeemed	09/09/2008	Face \$15,375.18, Rate 0.25% Print (PDF)
		Paid \$16,150.19		
2006 Annual Bill ⓘ	\$0.00	Paid \$15,493.51	11/30/2006	Receipt #002-06-00011529 Print (PDF)
2005 ⓘ				
2005 Annual Bill	\$0.00	Paid \$6,171.03	06/27/2006	Receipt #002-06-00001772 Print (PDF)
Total Amount Due	\$0.00			

BILL	AMOUNT DUE	STATUS		ACTION
Certificate #4300		Redeemed	06/27/2006	Face \$5,871.46, Rate 0.25%
		Paid \$6,171.03		
2004 Annual Bill ⓘ	\$0.00	Paid \$5,357.70	05/12/2005	Receipt #009-04-00005429  Print (PDF)
2003 Annual Bill ⓘ	\$0.00	Paid \$5,551.18	06/01/2004	Receipt #CONV-22817  Print (PDF)
2002 Annual Bill ⓘ	\$0.00	Paid \$5,125.22	05/29/2003	Receipt #010-02-00007590  Print (PDF)
2001 Annual Bill ⓘ	\$0.00	Paid \$4,497.62	04/30/2002	Receipt #013-01-00003172  Print (PDF)
2000 Annual Bill ⓘ	\$0.00	Paid \$4,330.00	04/26/2001	Receipt #010-00-00009467  Print (PDF)
1999 Annual Bill ⓘ	\$0.00	Paid \$3,996.91	01/11/2000	Receipt #011-99-00009010  Print (PDF)
Total Amount Due	\$0.00			

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City of Madeira Beach
BUILDING DEPARTMENT
300 Municipal Drive
Madeira Beach, FL 33708
PH: 727-391-9951 ext. 284 FAX: 727-399-1131



COURTESY NOTICE OF CODE VIOLATION

MAY 17, 2023

HOLCOMB, JOHN SCOTT
HOLCOMB, JENNIFER LYNN
572 JOHNS PASS AVE
MADERIA BEACH FL 33708-2300

Case Number: 2023.3608

Parcel #: 10-31-15-19998-000-0860

Legal Description: CRYSTAL ISLAND 2ND ADD LOT 86

Address: 572 JOHNS PASS AVE

During a recent review of properties, it was noted that your property is in violation of the following code/ordinance(s):

Ordinance(s):

Sec. 86-52. - When required.

A person, firm or corporation shall not construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or erect, or construct a sign, or install or alter fire extinguishing apparatus, elevators, engines, steam boiler, furnace, incinerator, or other heat producing apparatus, plumbing, mechanical or electrical equipment or any appurtenances, the installation of which is regulated by the land development regulations or other sections of the Code until a permit has been issued by the building official. When the cost of repair or modification does not exceed \$500.00, does not result in a structural change, and does not require an inspection, a permit need not be issued by the building official. No permit is required for uncovered flat slabs of no greater than 50 square feet, for work of a strictly cosmetic nature (painting, wallpapering, carpeting, kitchen cabinets, etc.) or roof work less than \$100.00 in value.

Therefore, if the action(s) specified in this notice is not completed by 8:00 am of the re-inspection date listed, the City will take legal action concerning this violation(s). This action may include the issuance of a citation and imposition of a fine of up to five hundred dollars (\$500) per day. The City may also take the required action itself and lien the above property for all costs associated therewith, including an administrative fee of one hundred dollars (\$100).

Sec. 110-471. - Building permits required.

Building permits are required for the construction or placement of all accessory structures.

Sec. 110-719. - Fencing.

All swimming pools shall be enclosed with a screen enclosure or a fence or wall having a minimum height of four feet and in compliance with the provisions of article VI, division 3 of this chapter. The fence, wall or door to the screen enclosure shall be equipped with a self-closing and self-latching gate which operates from the interior of the swimming pool area only.

Florida Statute for Residential Swimming Pool Safety Act attached.

Violation Detail:

- An accessory structure has been constructed at the property without the required building permit(s).
- Lack of required fencing for pool on property.

Corrective action:

Either the property owner and/or licensed contractor will need to apply for and obtain an “after-the-fact” building permit to comply. If a permit cannot be obtained, the structure must be removed. Proper fencing will need to be constructed in reference to the pool.

Please reply with a plan of corrections before the follow-up date listed:

Follow-up date:

MAY 31, 2023

Grace Mills,

Code Compliance Officer II

City of Madeira Beach – Building Department

gmills@madeirabeachfl.gov

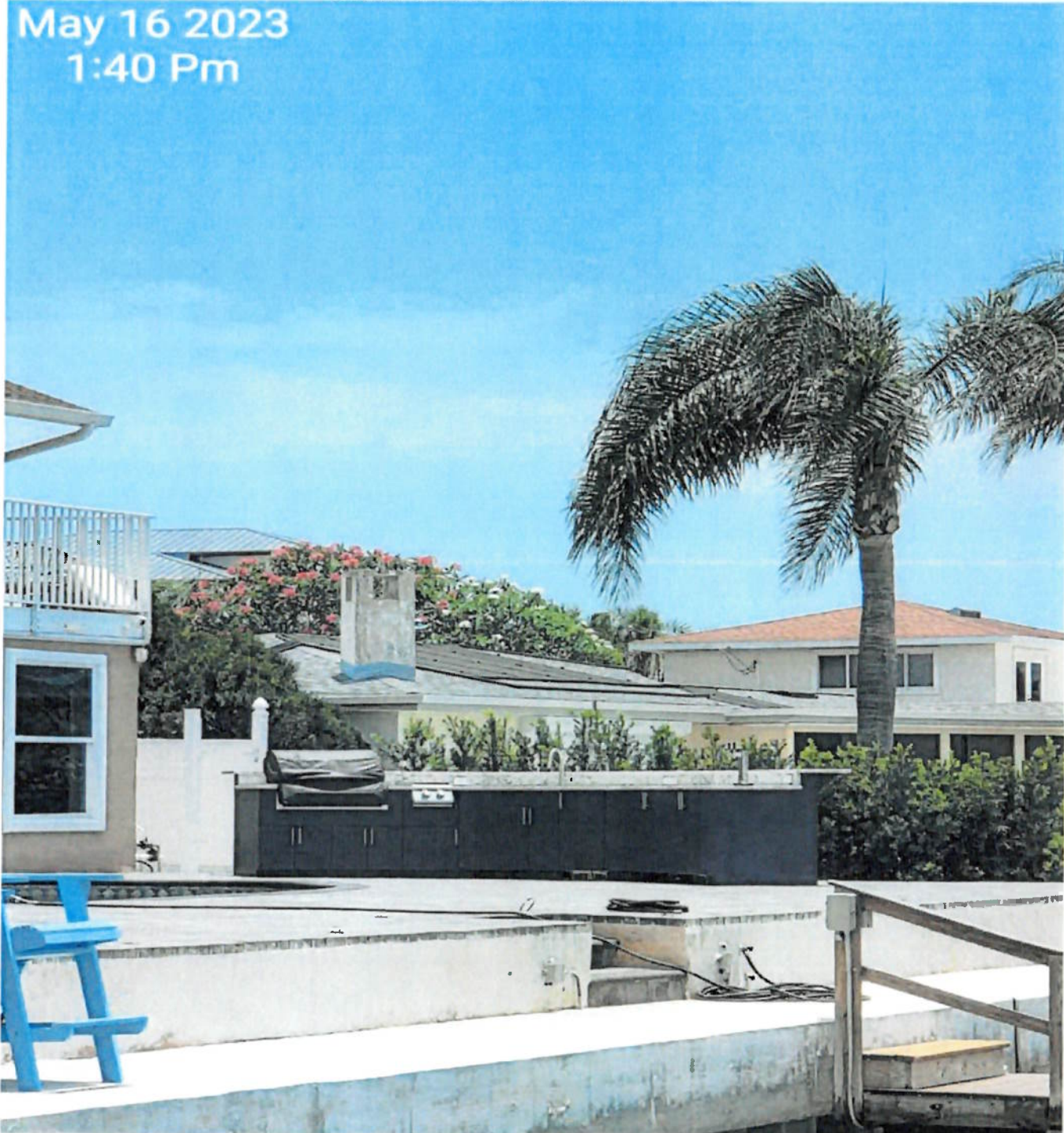
727.391.9951 ext. 298

Therefore, if the action(s) specified in this notice is not completed by 8:00 am of the re-inspection date listed, the City will take legal action concerning this violation(s). This action may include the issuance of a citation and imposition of a fine of up to five hundred dollars (\$500) per day. The City may also take the required action itself and lien the above property for all costs associated therewith, including an administrative fee of one hundred dollars (\$100).

City of Madeira Beach
BUILDING DEPARTMENT
300 Municipal Drive
Madeira Beach, FL 33708
PH: 727-391-9951 ext. 284 FAX:727-399-1131



May 16 2023
1:40 Pm



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Page 3 of 5

City of Madeira Beach
BUILDING DEPARTMENT
300 Municipal Drive
Madeira Beach, FL 33708

PH: 727-391-9951 ext. 284 FAX: 727-399-1131



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Select Year: 2022 ▼

The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

[Title XXXIII](#)
 REGULATION OF TRADE, COMMERCE, INVESTMENTS,
 AND SOLICITATIONS

[Chapter 515](#)
 RESIDENTIAL SWIMMING POOL
 SAFETY ACT

[View Entire Chapter](#)

CHAPTER 515 RESIDENTIAL SWIMMING POOL SAFETY ACT

- 515.21 Short title.
- 515.23 Legislative findings and intent.
- 515.25 Definitions.
- 515.27 Residential swimming pool safety feature options; penalties.
- 515.29 Residential swimming pool barrier requirements.
- 515.31 Drowning prevention education program; public information publication.
- 515.33 Information required to be furnished to buyers.
- 515.35 Rulemaking authority.
- 515.37 Exemptions.

515.21 Short title.—This chapter may be cited as the “Preston de Ibern/McKenzie Merriam Residential Swimming Pool Safety Act.”

History.—s. 1, ch. 2000-143.

515.23 Legislative findings and intent.—The Legislature finds that drowning is the leading cause of death of young children in this state and is also a significant cause of death for medically frail elderly persons in this state, that constant adult supervision is the key to accomplishing the objective of reducing the number of submersion incidents, and that when lapses in supervision occur a pool safety feature designed to deny, delay, or detect unsupervised entry to the swimming pool, spa, or hot tub will reduce drowning and near-drowning incidents. In addition to the incalculable human cost of these submersion incidents, the health care costs, loss of lifetime productivity, and legal and administrative expenses associated with drownings of young children and medically frail elderly persons in this state each year and the lifetime costs for the care and treatment of young children who have suffered brain disability due to near-drowning incidents each year are enormous. Therefore, it is the intent of the Legislature that all new residential swimming pools, spas, and hot tubs be equipped with at least one pool safety feature as specified in this chapter. It is also the intent of the Legislature that the Department of Health be responsible for producing its own or adopting a nationally recognized publication that provides the public with information on drowning prevention and the responsibilities of pool ownership and also for developing its own or adopting a nationally recognized drowning prevention education program for the public and for persons violating the pool safety requirements of this chapter.

History.—s. 1, ch. 2000-143.

515.25 Definitions.—As used in this chapter, the term:

- (1) “Approved safety pool cover” means a manually or power-operated safety pool cover that meets all of the performance standards of the American Society for Testing and Materials (ASTM) in compliance with standard F1346-91.
- (2) “Barrier” means a fence, dwelling wall, or nondwelling wall, or any combination thereof, which completely surrounds the swimming pool and obstructs access to the swimming pool, especially access from the residence or from the yard outside the barrier.
- (3) “Department” means the Department of Health.
- (4) “Exit alarm” means a device that makes audible, continuous alarm sounds when any door or window which permits access from the residence to any pool area that is without an intervening enclosure is opened or left ajar.
- (5) “Indoor swimming pool” means a swimming pool that is totally contained within a building and surrounded on all four sides by walls of or within the building.

(6) “Medically frail elderly person” means any person who is at least 65 years of age and has a medical problem that affects balance, vision, or judgment, including, but not limited to, a heart condition, diabetes, or Alzheimer’s disease or any related disorder.

(7) “Outdoor swimming pool” means any swimming pool that is not an indoor swimming pool.

(8) “Portable spa” means a nonpermanent structure intended for recreational bathing, in which all controls and water-heating and water-circulating equipment are an integral part of the product and which is cord-connected and not permanently electrically wired.

(9) “Public swimming pool” means a swimming pool, as defined in s. 514.011(2), which is operated, with or without charge, for the use of the general public; however, the term does not include a swimming pool located on the grounds of a private residence.

(10) “Residential” means situated on the premises of a detached one-family or two-family dwelling or a one-family townhouse not more than three stories high.

(11) “Swimming pool” means any structure, located in a residential area, that is intended for swimming or recreational bathing and contains water over 24 inches deep, including, but not limited to, in-ground, aboveground, and on-ground swimming pools; hot tubs; and nonportable spas.

(12) “Young child” means any person under the age of 6 years.

History.—s. 1, ch. 2000-143.

515.27 Residential swimming pool safety feature options; penalties.—

(1) In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet at least one of the following requirements relating to pool safety features:

(a) The pool must be isolated from access to a home by an enclosure that meets the pool barrier requirements of s. 515.29;

(b) The pool must be equipped with an approved safety pool cover;

(c) All doors and windows providing direct access from the home to the pool must be equipped with an exit alarm that has a minimum sound pressure rating of 85 dB A at 10 feet;

(d) All doors providing direct access from the home to the pool must be equipped with a self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor; or

(e) A swimming pool alarm that, when placed in a pool, sounds an alarm upon detection of an accidental or unauthorized entrance into the water. Such pool alarm must meet and be independently certified to ASTM Standard F2208, titled “Standard Safety Specification for Residential Pool Alarms,” which includes surface motion, pressure, sonar, laser, and infrared alarms. For purposes of this paragraph, the term “swimming pool alarm” does not include any swimming protection alarm device designed for individual use, such as an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water.

(2) A person who fails to equip a new residential swimming pool with at least one pool safety feature as required in subsection (1) commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, except that no penalty shall be imposed if the person, within 45 days after arrest or issuance of a summons or a notice to appear, has equipped the pool with at least one safety feature as required in subsection (1) and has attended a drowning prevention education program established by s. 515.31. However, the requirement of attending a drowning prevention education program is waived if such program is not offered within 45 days after issuance of the citation.

History.—s. 1, ch. 2000-143; s. 14, ch. 2016-129.

515.29 Residential swimming pool barrier requirements.—

(1) A residential swimming pool barrier must have all of the following characteristics:

(a) The barrier must be at least 4 feet high on the outside.

(b) The barrier may not have any gaps, openings, indentations, protrusions, or structural components that could allow a young child to crawl under, squeeze through, or climb over the barrier.

(c) The barrier must be placed around the perimeter of the pool and must be separate from any fence, wall, or other enclosure surrounding the yard unless the fence, wall, or other enclosure or portion thereof is situated on the perimeter of the pool, is being used as part of the barrier, and meets the barrier requirements of this section.

(d) The barrier must be placed sufficiently away from the water’s edge to prevent a young child or medically frail elderly person who may have managed to penetrate the barrier from immediately falling into the water.

(2) The structure of an aboveground swimming pool may be used as its barrier or the barrier for such a pool may be mounted on top of its structure; however, such structure or separately mounted barrier must meet all barrier requirements of this section. In addition, any ladder or steps that are the means of access to an aboveground pool must be capable of being secured, locked, or removed to prevent access or must be surrounded by a barrier that meets the requirements of this section.

(3) Gates that provide access to swimming pools must open outward away from the pool and be self-closing and equipped with a self-latching locking device, the release mechanism of which must be located on the pool side of the gate and so placed that it cannot be reached by a young child over the top or through any opening or gap.

(4) A wall of a dwelling may serve as part of the barrier if it does not contain any door or window that opens to provide access to the swimming pool.

(5) A barrier may not be located in a way that allows any permanent structure, equipment, or similar object to be used for climbing the barrier.

History.—s. 1, ch. 2000-143.

515.31 Drowning prevention education program; public information publication.—

(1) The department shall develop a drowning prevention education program, which shall be made available to the public at the state and local levels and which shall be required as set forth in s. 515.27(2) for persons in violation of the pool safety requirements of this chapter. The department may charge a fee, not to exceed \$100, for attendance at such a program. The drowning prevention education program shall be funded using fee proceeds, state funds appropriated for such purpose, and grants. The department, in lieu of developing its own program, may adopt a nationally recognized drowning prevention education program to be approved for use in local safety education programs, as provided in rule of the department.

(2) The department shall also produce, for distribution to the public at no charge, a publication that provides information on drowning prevention and the responsibilities of pool ownership. The department, in lieu of developing its own publication, may adopt a nationally recognized drowning prevention and responsibilities of pool ownership publication, as provided in rule of the department.

History.—s. 1, ch. 2000-143.

515.33 Information required to be furnished to buyers.—A licensed pool contractor, on entering into an agreement with a buyer to build a residential swimming pool, or a licensed home builder or developer, on entering into an agreement with a buyer to build a house that includes a residential swimming pool, must give the buyer a document containing the requirements of this chapter and a copy of the publication produced by the department under s. 515.31 that provides information on drowning prevention and the responsibilities of pool ownership.

History.—s. 1, ch. 2000-143.

515.35 Rulemaking authority.—The department shall adopt rules pursuant to the Administrative Procedure Act establishing the fees required to attend drowning prevention education programs and setting forth the information required under this chapter to be provided by licensed pool contractors and licensed home builders or developers.

History.—s. 1, ch. 2000-143.

515.37 Exemptions.—This chapter does not apply to:

(1) Any system of sumps, irrigation canals, or irrigation flood control or drainage works constructed or operated for the purpose of storing, delivering, distributing, or conveying water.

(2) Stock ponds, storage tanks, livestock operations, livestock watering troughs, or other structures used in normal agricultural practices.

(3) Public swimming pools.

(4) Any political subdivision that has adopted or adopts a residential pool safety ordinance, provided the ordinance is equal to or more stringent than the provisions of this chapter.

(5) Any portable spa with a safety cover that complies with ASTM F1346-91 (Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs).

(6) Small, temporary pools without motors, which are commonly referred to or known as “kiddie pools.”

History.—s. 1, ch. 2000-143.

City of Madeira Beach
BUILDING DEPARTMENT
300 Municipal Drive
Madeira Beach, FL 33708
PH: 727-391-9951 ext. 284 FAX:727-399-1131



NOTICE OF CODE VIOLATION

JUNE 2, 2023

HOLCOMB, JOHN SCOTT
HOLCOMB, JENNIFER LYNN
572 JOHNS PASS AVE
MADEIRA BEACH, FL 33708-2300

Case Number: 2023.3608
Parcel #: 10-31-15-19998-000-0860

Legal Description: CRYSTAL ISLAND 2ND ADD LOT 86

Address: 572 JOH

Due to a recent complaint on the property, it was noted that your property is in violation of the following code/ordinance(s):

Ordinance(s):

Sec. 86-52. - When required.

A person, firm or corporation shall not construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or erect, or construct a sign, or install or alter fire extinguishing apparatus, elevators, engines, steam boiler, furnace, incinerator, or other heat producing apparatus, plumbing, mechanical or electrical equipment or any appurtenances, the installation of which is regulated by the land development regulations or other sections of the Code until a permit has been issued by the building official. When the cost of repair or modification does not exceed \$500.00, does not result in a structural change, and does not require an inspection, a permit need not be issued by the building official. No permit is required for uncovered flat slabs of no greater than 50 square feet, for work of a strictly cosmetic nature (painting, wallpapering, carpeting, kitchen cabinets, etc.) or roof work less than \$100.00 in value.

Therefore, if the action(s) specified in this notice is not completed by 8:00 am of the re-inspection date listed, the City will take legal action concerning this violation(s). This action may include the issuance of a citation and imposition of a fine of up to five hundred dollars (\$500) per day. The City may also take the required action itself and lien the above property for all costs associated therewith, including an administrative fee of one hundred dollars (\$100).

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 BUILDING DEPARTMENT
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Sec. 110-471. – Building permits required.

Building permits are required for the construction or placement of all accessory structures.

Sec. 110-719. – Fencing

All swimming pools shall be enclosed with a screen enclosure or a fence or wall having a minimum height of four feet and in compliance with the provisions of article VI, division 3 of this chapter. The fence, wall or door to the screen enclosure shall be equipped with a self-closing and self-latching gate which operates from the interior of the swimming pool area only.

Florida Statute for Residential Swimming Pool Safety Act attached.

Violation Detail:

- An accessory structure has been constructed at the property without the required building permit(s).
- Lack of required fencing for pool on property.

Corrective action:

Either the property owner and/or licensed contractor will need to apply for and obtain an “after-the-fact” building permit to comply. If a permit cannot be obtained, the structure must be removed. Proper fencing will need to be constructed in reference to the pool.

Please reply with a plan of corrections before the follow-up date listed:

Follow-up date:

JUNE 16, 2023

Grace Mills,

Code Compliance Officer II

City of Madeira Beach – Building Department

gmills@madeirabeachfl.gov

727.391.9951 ext. 298

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May 16 2023
2:10 PM



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Page 4 of 5

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Madeira Beach, FL 33708
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May 16 2023
1:40 Pm



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Page 3 of 5

Select Year: 2022 ▼

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[Chapter 515](#)
RESIDENTIAL SWIMMING POOL
SAFETY ACT

[View Entire Chapter](#)

CHAPTER 515 RESIDENTIAL SWIMMING POOL SAFETY ACT

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- (3) “Department” means the Department of Health.
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- (5) “Indoor swimming pool” means a swimming pool that is totally contained within a building and surrounded on all four sides by walls of or within the building.

(6) "Medically frail elderly person" means any person who is at least 65 years of age and has a medical problem that affects balance, vision, or judgment, including, but not limited to, a heart condition, diabetes, or Alzheimer's disease or any related disorder.

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(9) "Public swimming pool" means a swimming pool, as defined in s. 514.011(2), which is operated, with or without charge, for the use of the general public; however, the term does not include a swimming pool located on the grounds of a private residence.

(10) "Residential" means situated on the premises of a detached one-family or two-family dwelling or a one-family townhouse not more than three stories high.

(11) "Swimming pool" means any structure, located in a residential area, that is intended for swimming or recreational bathing and contains water over 24 inches deep, including, but not limited to, in-ground, aboveground, and on-ground swimming pools; hot tubs; and nonportable spas.

(12) "Young child" means any person under the age of 6 years.

History.—s. 1, ch. 2000-143.

515.27 Residential swimming pool safety feature options; penalties.—

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(b) The pool must be equipped with an approved safety pool cover;

(c) All doors and windows providing direct access from the home to the pool must be equipped with an exit alarm that has a minimum sound pressure rating of 85 dB A at 10 feet;

(d) All doors providing direct access from the home to the pool must be equipped with a self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor; or

(e) A swimming pool alarm that, when placed in a pool, sounds an alarm upon detection of an accidental or unauthorized entrance into the water. Such pool alarm must meet and be independently certified to ASTM Standard F2208, titled "Standard Safety Specification for Residential Pool Alarms," which includes surface motion, pressure, sonar, laser, and infrared alarms. For purposes of this paragraph, the term "swimming pool alarm" does not include any swimming protection alarm device designed for individual use, such as an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water.

(2) A person who fails to equip a new residential swimming pool with at least one pool safety feature as required in subsection (1) commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, except that no penalty shall be imposed if the person, within 45 days after arrest or issuance of a summons or a notice to appear, has equipped the pool with at least one safety feature as required in subsection (1) and has attended a drowning prevention education program established by s. 515.31. However, the requirement of attending a drowning prevention education program is waived if such program is not offered within 45 days after issuance of the citation.

History.—s. 1, ch. 2000-143, s. 14, ch. 2016-129.

515.29 Residential swimming pool barrier requirements.—

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(b) The barrier may not have any gaps, openings, indentations, protrusions, or structural components that could allow a young child to crawl under, squeeze through, or climb over the barrier.

(c) The barrier must be placed around the perimeter of the pool and must be separate from any fence, wall, or other enclosure surrounding the yard unless the fence, wall, or other enclosure or portion thereof is situated on the perimeter of the pool, is being used as part of the barrier, and meets the barrier requirements of this section.

(d) The barrier must be placed sufficiently away from the water's edge to prevent a young child or medically frail elderly person who may have managed to penetrate the barrier from immediately falling into the water.

(2) The structure of an aboveground swimming pool may be used as its barrier or the barrier for such a pool may be mounted on top of its structure; however, such structure or separately mounted barrier must meet all barrier requirements of this section. In addition, any ladder or steps that are the means of access to an aboveground pool must be capable of being secured, locked, or removed to prevent access or must be surrounded by a barrier that meets the requirements of this section.

(3) Gates that provide access to swimming pools must open outward away from the pool and be self-closing and equipped with a self-latching locking device, the release mechanism of which must be located on the pool side of the gate and so placed that it cannot be reached by a young child over the top or through any opening or gap.

(4) A wall of a dwelling may serve as part of the barrier if it does not contain any door or window that opens to provide access to the swimming pool.

(5) A barrier may not be located in a way that allows any permanent structure, equipment, or similar object to be used for climbing the barrier.

History.—s. 1, ch. 2000-143.

515.31 Drowning prevention education program; public information publication.—

(1) The department shall develop a drowning prevention education program, which shall be made available to the public at the state and local levels and which shall be required as set forth in s. 515.27(2) for persons in violation of the pool safety requirements of this chapter. The department may charge a fee, not to exceed \$100, for attendance at such a program. The drowning prevention education program shall be funded using fee proceeds, state funds appropriated for such purpose, and grants. The department, in lieu of developing its own program, may adopt a nationally recognized drowning prevention education program to be approved for use in local safety education programs, as provided in rule of the department.

(2) The department shall also produce, for distribution to the public at no charge, a publication that provides information on drowning prevention and the responsibilities of pool ownership. The department, in lieu of developing its own publication, may adopt a nationally recognized drowning prevention and responsibilities of pool ownership publication, as provided in rule of the department.

History.—s. 1, ch. 2000-143.

515.33 Information required to be furnished to buyers.—A licensed pool contractor, on entering into an agreement with a buyer to build a residential swimming pool, or a licensed home builder or developer, on entering into an agreement with a buyer to build a house that includes a residential swimming pool, must give the buyer a document containing the requirements of this chapter and a copy of the publication produced by the department under s. 515.31 that provides information on drowning prevention and the responsibilities of pool ownership.

History.—s. 1, ch. 2000-143.

515.35 Rulemaking authority.—The department shall adopt rules pursuant to the Administrative Procedure Act establishing the fees required to attend drowning prevention education programs and setting forth the information required under this chapter to be provided by licensed pool contractors and licensed home builders or developers.

History.—s. 1, ch. 2000-143.

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(4) Any political subdivision that has adopted or adopts a residential pool safety ordinance, provided the ordinance is equal to or more stringent than the provisions of this chapter.

(5) Any portable spa with a safety cover that complies with ASTM F1346-91 (Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs).

(6) Small, temporary pools without motors, which are commonly referred to or known as "kiddie pools."

History.—s. 1, ch. 2000-143.

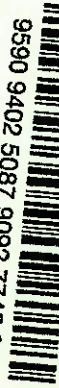
SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Holcomb, John Scott
 Holcomb, Jennifer Lynn
 572 Johns Pass Ave
 Madeira Beach, FL 33708

9590 9402 5087 9092 7745 25



2. Article Number (Transfer from service label)

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

B. Received by (Printed Name)

☐ Agent☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt



300 Municipal Drive
Madeira Beach, Florida 33708

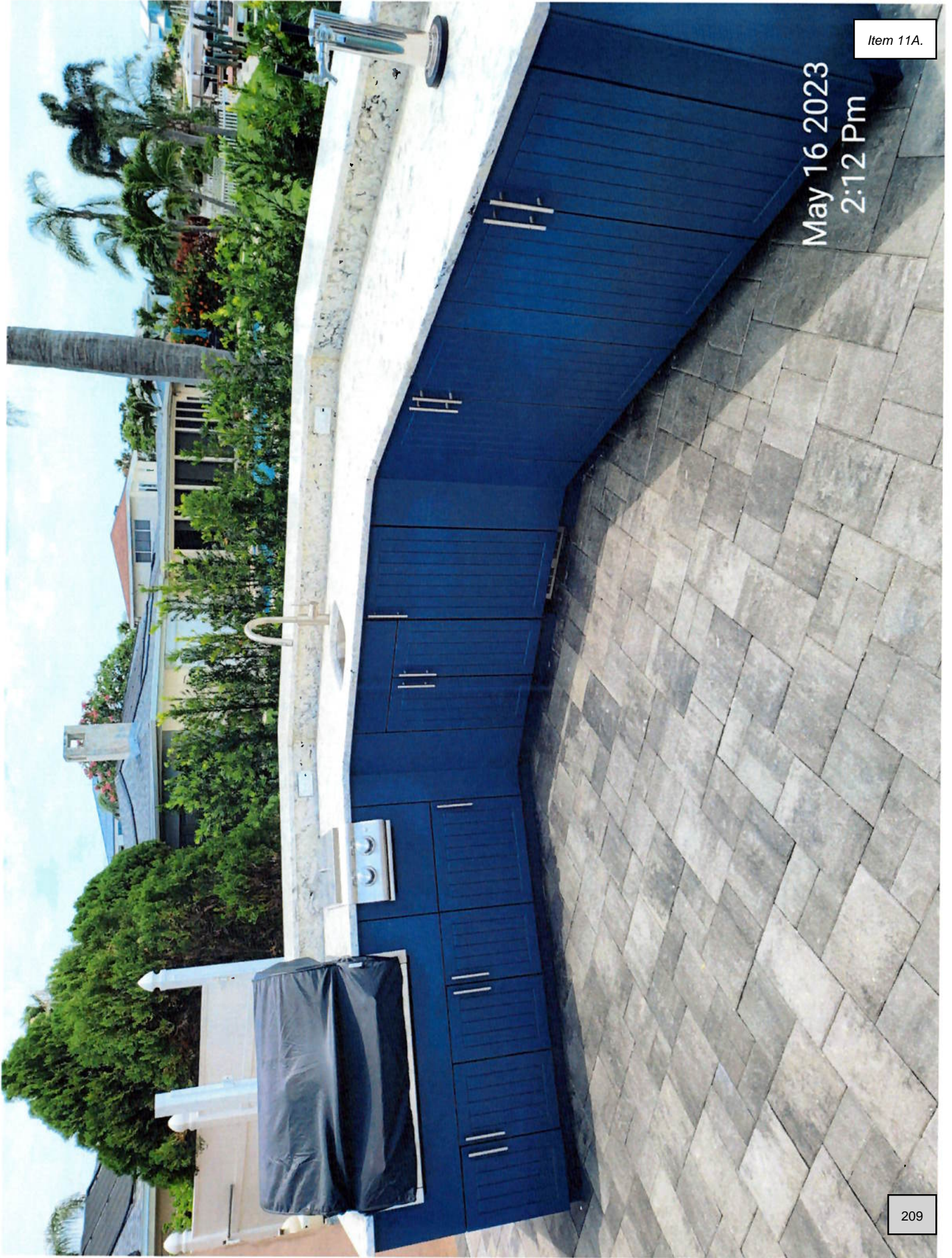
CERTIFIED MAIL



7022 2410 0002 9255 3190

Holcomb, Jennifer Lynn
572 Johns Pass Ave
Madeira Beach, FL 33708

Respondents.



Item 11A.

May 16 2023
2:12 Pm

May 16 2023
1:40 Pm

Item 11A.



May 16 2023
2:10 PM



**CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF MADEIRA BEACH**

City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708

Petitioner,

vs.

CASE NO. 2023.3608

Holcomb, John Scott
Holcomb, Jennifer Lynn
572 Johns Pass Ave
Madeira Beach FL 33708

Respondents.

RE Property: 572 Johns Pass Ave

Parcel #10-31-15-19998-000-0860

Legal Description: CRYSTAL ISLAND 2ND ADD LOT 86

STATEMENT OF VIOLATION/ REQUEST FOR HEARING

To whom it may concern:

During a recent review of properties on your street, it was noted that your property is in violation of the following code section(s):

Sec. 86-52. – When required.

A person, firm or corporation shall not construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or erect, or construct a sign, or install or alter fire extinguishing apparatus, elevators, engines, steam boiler, furnace, incinerator, or other heat producing apparatus, plumbing, mechanical or electrical equipment or any appurtenances, the installation of which is regulated by the land development regulations or other sections of the Code until a permit has been issued by the building official. When the cost of repair or modification does not exceed \$500.00, does not result in a structural change, and does not require an inspection, a permit need not be issued by the building official. No permit is required for uncovering flat slabs of no greater than 50 square feet, for work of strictly cosmetic nature (painting, wallpapering, carpeting, kitchen cabinets, etc.) or roof work less than \$100.00 in value.

Sec. 110-471. – Building permits required.


Building permits are required for the construction or placement of all accessory structures.

Sec. 110-719- Fencing

All swimming pools shall be enclosed with a screen enclosure or a fence or wall having a minimum height of four feet and in compliance with the provisions of article VI, division 3 of this chapter. The fence, wall or door to the screen enclosure shall be equipped with a self-closing and self-latching gate which operates from the interior of the swimming pool area only.

Please bring the property into compliance by applying for and obtaining an “after-the-fact” building permit or removing unpermitted work within seven (7) days of the date of this letter. Should you fail to bring the property into compliance within seven (7) days the City will bring this case to the Special Magistrate. Please note that the Special Magistrate can levy fines up to \$250.00 per day for each day the property remains in non-compliance.

I DO HEREBY SWEAR THAT THE ABOVE FACTS ARE TRUE TO THE BEST OF MY KNOWLEDGE. I REQUEST A HEARING ON THE ABOVE VIOLATION(S) BY THE SPECIAL MAGISTRATE OF THE CITY OF MADEIRA BEACH.


Grace Mills, Code Compliance Officer
City of Madeira Beach

**CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF MADEIRA BEACH**

City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708

Petitioner,

vs.

CASE NO. 2023.3608

Holcomb, John Scott
Holcomb, Jennifer Lynn
572 Johns Pass Ave
Madeira Beach, FL 33708

Respondents.

RE Property: 572 Johns Pass Ave

Parcel # 10-31-15-19998-000-0860

Legal Description: CRYSTAL ISLAND 2ND ADD LOT 86

NOTICE OF HEARING

To whom it may concern:

YOU ARE HEREBY FORMALLY NOTIFIED that at **02:00 pm** on **MONDAY** the **23rd** day of October, **2023** at the Madeira Beach City Center in the Patricia Shontz Commission Chambers, located at 300 Municipal Drive, Madeira Beach, Florida 33708, a hearing will be held before the Special Magistrate concerning the following code violation(s):

Sec. 86-52. – When required.

A person, firm or corporation shall not construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or erect, or construct a sign, or install or alter fire extinguishing apparatus, elevators, engines, steam boiler, furnace, incinerator, or other heat producing apparatus, plumbing, mechanical or electrical equipment or any appurtenances, the installation of which is regulated by the land development regulations or other sections of the Code until a permit has been issued by the building official. When the cost of repair or modification does not exceed \$500.00, does not result in a structural change, and does not require an inspection, a permit need not be issued by the building official. No permit is required for uncovering flat slabs of no greater than 50 square feet, for work of

strictly cosmetic nature (painting, wallpapering, carpeting, kitchen cabinets, etc.) or roof work less than \$100.00 in value.

Sec. 110-471. – Building Permits Required.

Building permits required for the construction or placement of all accessory structures.

Sec. 110-719- Fencing

All swimming pools shall be enclosed with a screen enclosure or a fence or wall having a minimum height of four feet and in compliance with the provisions of article VI, division 3 of this chapter. The fence, wall or door to the screen enclosure shall be equipped with a self-closing and self-latching gate which operates from the interior of the swimming pool area only.

You are hereby ordered to appear before the Special Magistrate of the City of Madeira Beach on that date and time to answer these charges and to present your side of the case. Failure to appear may result in the Special Magistrate proceeding in your absence.

Should you be found in violation of the above code, the Special Magistrate has the power by law to levy fines of up to \$250.00 per day for an initial violation(s) and \$500.00 per day for repeat violations against you and your property for every day that any violation continues beyond the date set in an order of the Special Magistrate for compliance.

If the violation is corrected and then recurs, or if the violation is not corrected by the time specified by the Code Enforcement Officer for correction, the case may still be presented to the Special Magistrate of the City of Madeira Beach even if the violation has been corrected prior to the Special Magistrate hearing.

Should you desire, you have the right to obtain an attorney at your own expense to represent you before the Special Magistrate. You will also have the opportunity to present witnesses as well as question the witnesses against you prior to the Special Magistrate making a determination.

Please be prepared to present evidence at this meeting concerning the time frame necessary to correct the alleged violation(s), should you be found in violation of the City Code.

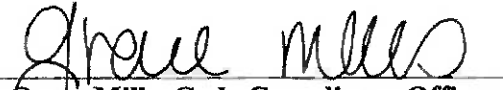
If you wish to have any witnesses subpoenaed or have any other questions, please contact the Code Enforcement department of the City of Maderia Beach within five (5) days at 300 Municipal Drive, Maderia Beach, Florida 33708, telephone number (727) 391-9951 ext 298.

Your failure to respond to the previously issued Notice of Violation has resulted in costs of prosecution of this case.

PLEASE NOTE: Should any interested party seek to appeal any decision made by the Special Magistrate with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and for such purpose, he/she 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 per Florida Statute 286.0105.

I DO HEREBY CERTIFY that a copy of the foregoing Notice of Hearing was mailed to Respondent(s) by certified mail, return receipt requested.
Dated this 13th day of October, 2023.


Grace Mills, Code Compliance Officer
City of Madeira Beach

**CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF MADEIRA BEACH**

City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708

Petitioner,

vs.

CASE NO. 2023.3608

Holcomb, John Scott
Holcomb, Jennifer Lynn
572 Johns Pass Ave
Madeira Beach, FL 33708

Respondents.

RE Property: 572 Johns Pass Ave **Parcel #** 10-31-15-19998-000-0860

Legal Description: CRYSTAL ISLAND 2ND ADD LOT 86

AFFIDAVIT OF SERVICE

I, Grace Mills, Building Code Compliance Officer II of the City of Madeira Beach, upon being duly sworn, deposed and says the following:


That pursuant to Florida Statute 162.12,

On the 13th day of October, 2023, I mailed a copy of the attached NOTICE OF HEARING via Certified Mail, Return Receipt Requested.

On the 13th day of October, 2023, I mailed a copy of the attached NOTICE OF HEARING via First Class mail.

On the 13th day of October, 2023, I posted a copy of the attached NOTICE OF HEARING on the property located at 572 Johns Pass Ave Parcel # 10-31-15-19998-000-0860 the City of Madeira Beach.

On the 13th day of October, 2023, I caused the attached NOTICE OF HEARING to be posted at the Municipal Government Offices, 300 Municipal Drive, Madeira Beach; and that said papers remain posted at the Municipal Government Offices for a period of not less than ten days from the date of posting.

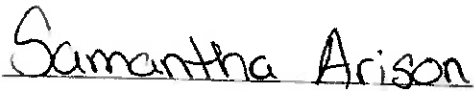

Grace Mills, Code Compliance Officer
City of Madeira Beach

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, the undersigned authority, by means of ✓ physical presence or online notarization, this 13th day of October, 2023, by Grace Mills, who is personally known to me, or produced as identification. My Commission Expires: 3-15-2027

Notary Public- State of Florida


Samantha Arison

Print or type Name.



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Holcomb, John Scott
Holcomb, Jennifer Lynn
572 Johns Pass ave
Madeira Beach FL 33708



9590 9402 7951 2305 9242 43

2. Article Number (Transfer from service label)

7022 2410 0002 9255 3190

; PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



300 Municipal Drive
Madeira Beach, Florida 33708

CERTIFIED MAIL



7022 2410 0002 9255 3190

Holcomb, Jennifer Lynn
572 Johns Pass Ave
Madeira Beach, FL 33708

Respondents.



Oct 13, 2023 9:56:39 AM
574 Johns Pass Avenue
Madeira Beach
Pinellas Cour
Florida



Memorandum

Meeting Details: August 13, 2025 – Board of Commissioners Regular Meeting
Prepared For: Honorable Mayor Brooks and the Board of Commissioners
Staff Contact: Community Development Department
Subject: Hurricane Damage Update – Community Development Ground Floor Assessment

Background:

Following Hurricane Helene's impacts, the City contracted with Pennoni to perform a comprehensive scan and structural assessment of the Community Development Department's ground floor space. The purpose was to evaluate the extent of damage and identify any vulnerabilities related to the space's originally intended dry floodproofing. Based on the findings, Pennoni developed a construction scope to repair the area and bring it into compliance with the level of dry floodproofing that was initially intended for the building.

The attached construction estimate, prepared by Construction Consultants & Associates, Inc., outlines a preliminary construction budget of approximately \$2.49 million. This includes selective demolition, structural foundation upgrades, new concrete and waterproofing, new flood panels at all openings, and full replacement of interior systems, finishes, HVAC, plumbing, and electrical components. This cost does not include staff relocation, soft costs, and interior office furnishings and finishes.

Discussion:

The estimated \$2.49 million cost to rebuild and floodproof the ground floor does not include soft costs, permitting, temporary staff relocation, or interior outfitting. When paired with the risk of future storm impacts, the investment required to return the space to full occupancy raises serious questions about long-term cost-effectiveness.

In response, staff is actively developing alternative solutions for the use of the downstairs space that would minimize future risk and avoid full reconstruction. Simultaneously, the City is evaluating how best to accommodate operational needs across departments, including options for relocating or reconfiguring Community Development Department functions within more resilient areas of the building or elsewhere.

Fiscal Impact: The preliminary construction estimate totals \$2,494,596. This does not account for soft furnishings, or temporary relocation.

Recommendation(s):

City staff recommends that the Board of Commissioners: Consider and discuss alternative uses of the ground floor that reduce exposure to flood risk and eliminate the need for costly reconstruction. Direct staff to evaluate options for relocation or redistribution of Community Development Department operations to more resilient space.

Attachments/Corresponding Documents:

- Limited structural flood hardening study of Madeira Beach City Hall



July 31, 2025

PROJECT NO. MDBCH25002

Marci L. Forbes, PE, CFM
Community Development Director
City of Madeira Beach
300 Municipal Dr.
Madeira Beach, FL 33708

Draft Print

07/29/2025 2:11:40 PM

**RE: LIMITED STRUCTURAL FLOOD HARDENING STUDY OF MADEIRA BEACH CITY HALL
MADEIRA BEACH CITY HALL RENOVATION & FLOOD HARDENING
300 MUNICIPAL DR.
MADEIRA BEACH, FL 33708**

Dear Ms. Forbes,

In September of 2024 portions of the 1st floor of the Madeira Beach City Hall Building were flooded from the waters of Hurricane Helene. On February 3, 2025, at your request, a walkthrough was conducted by Pennoni, Sofarelli & Associates, and City of Madeira Beach stakeholders to review the scope of and discuss the proposed renovations. In advance to the repairs and renovations to the city hall building, Pennoni was contracted to complete a limited structural hardening study with GPR investigation to investigate the original construction of the building and to propose repairs to the structure.

This report will summarize Pennoni's findings and recommendations.

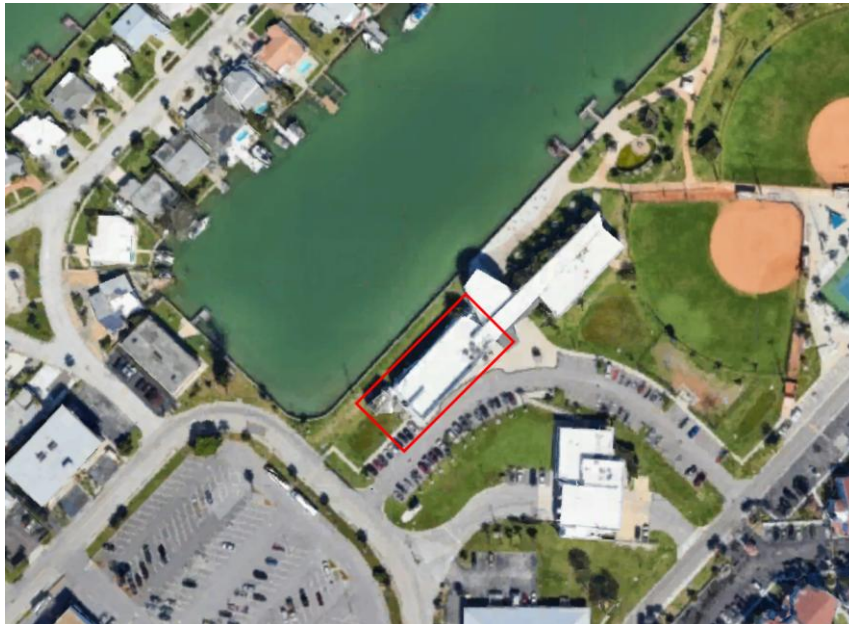


Figure 1 – Subject Building with Area under Review Highlighted

1.0 BACKGROUND INFORMATION

The building analyzed in the report is the Madeira Beach City Hall Building. The building is a 2-story city hall complex. The foundation of the building is a concrete slab on grade with wire mesh reinforcement. Original drawings for the 2-story portion of the building were not provided for our review. It is our understanding that the first-floor enclosed area was originally open with ground level parking. This area was then converted into occupied space as described below in 2020.

The exterior walls are infilled between concrete columns and comprise of 8" CMU with #5 vertical reinforcing at a maximum spacing of 48" on center. Vertical filled cell reinforcing is also located at surrounding openings. The ground floor of the building is supported by a 4" unreinforced slab on grade. Pennoni was provided with 2 sets of Built-Out Drawings by John A. Bodziak, one for permit dated 11/22/2019 and a revision set dated 10/22/2020 for our review.

2.0 GEOPHYSICAL SCANNING BY GEOVIEW AND VERIFICATION OF EXISTING CONDITONS

At Pennoni's request, the ground penetrating radar (GPR) was utilized by GeoView Inc. to scan the exterior walls and ground floor to identify the slab on grade thickness, reinforcing in the walls and slab, and determine if the building was constructed in compliance with the 2020 permit drawings issued by the Architect, John A. Bodziak. The presence of reinforcing and filled cells in the masonry walls provides resistance to lateral forces such as wind pressures and flood waters. The full report can be found in **Exhibit A**.

Based on the results of the scanning, the slab on grade is between 4" and 5" thick depending on location. There is no steel reinforcing or wire mesh reinforcing in the slab. This matches what was specified on the 2020 drawings plan review comments we received as part of our review document. One major difference from as-built conditions was that the permit drawings show interior thickened concrete grade beams, the GeoView findings reported that there are no interior grade beams present in the floor slab. The GeoView report also notes that the interior columns are independent from the slab. GeoView suspects that the columns that extend to the second floor are supported by driven piles as shallow foundations were not identified by the GPR.

The thickened slab edge was found to have longitudinal pieces of rebar. This longitudinal rebar was located 6" below the top of slab and at 4" on center. GeoView was unable to confirm reinforcing in the bottom portion of thickened slab edge.

The exterior CMU walls were found to have concrete filled cells with vertical steel reinforcement. The locations of the reinforcing closely resembled what was shown on the 2020 drawings.

Therefore, the as-built conditions generally match the conditions described in the October 29, 2020 letter issued by John A. Bodziak, Architect to the Maderia Beach building official that states the following. Relevant Pennoni Comments are shown in **Blue**.

Page 1-

Revision #1

Revisions previously implemented included the introduction of a Frangible Slab, replacing the Structurally Reinforced Slab with Cross Slab Footings.

Upon further Review with Structural Consultant, the introduction of the Frangible Slab negates the necessity of the Cross Slab Reinforced Footings that are now shown, as deleted on this 10/29/2020 Revision.

This Revision also notes the Epoxied #5 Rebar Dowling into existing Reinforced Columns, as shown on Page A-2.0.

PAI Comment – Based on Scanning of the structure no reinforcement of the slab was found.

Page 6 -

21. Several drawing sheets indicate all concrete slabs below BFE be frangible. Sheet A-1.0 calls for 6x6 WWM reinforcement in 4" slab and shows rebar in thickened edge details on A-1.0 and A-2.0. Is fiber mesh in Cart Storage slab allowable for a frangible slab? Please clarify.

AOR Response:

All concrete slabs below BFE are to be frangible. WWM has been deleted from References on Pages A-1.0 and A-2.0. Scoring Line in Surface at juncture of 4" Concrete Slab to Perimeter of the thickened Footing and at all internal Column intervals as shown on Pages A-1.0 and A-2.0.

PAI Comment – Based on Scanning of the structure no reinforcement of the slab was found.

Infill wall to existing column connections are specified in the below detail on sheet A-2.0

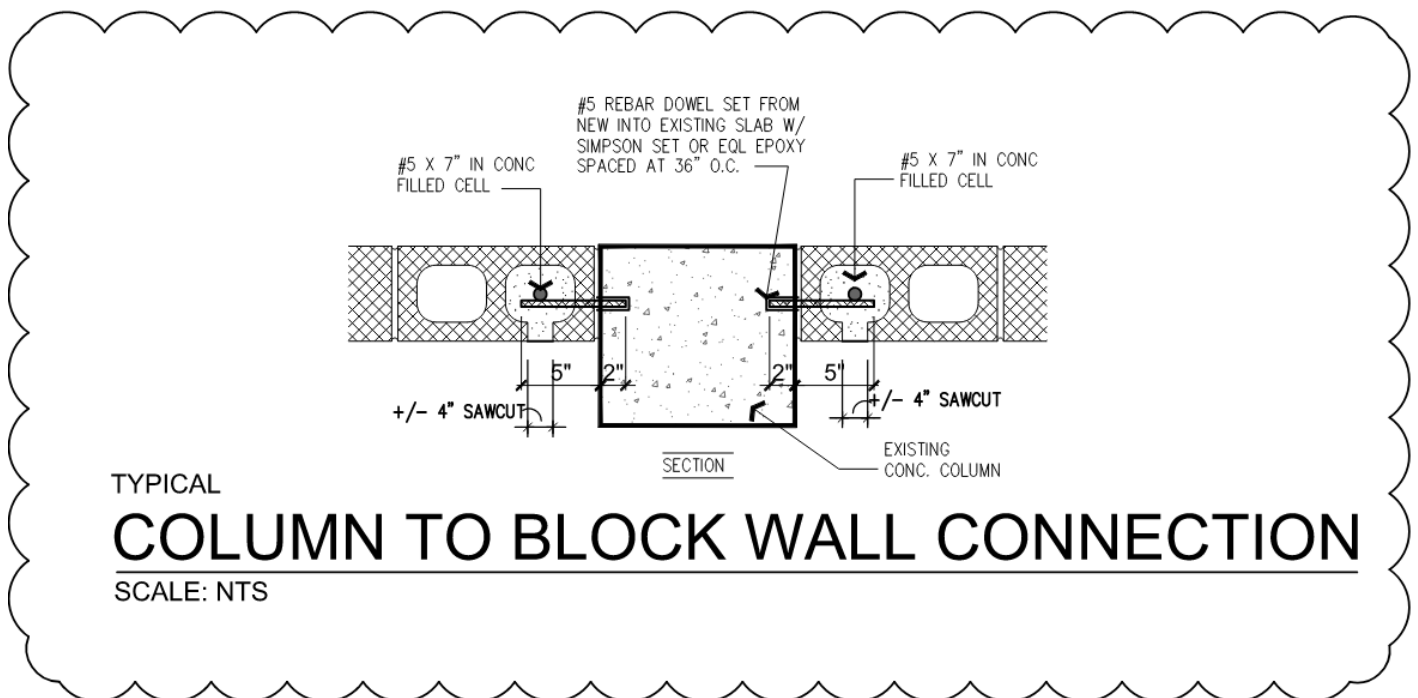


Figure 2 – CMU to Column Connection

PAI Comment – Based on Scanning of the structure the exterior columns appear to be tied into the exterior walls by horizontal rebar on 16-inch centers. The rebar is estimated to extend 6 to 8 inches into the wall columns.

3.0 FLOOD ZONE CONSIDERATIONS

At the time of original construction in 2020, the city hall building was located in FEMA Special Flood Hazard Area (SFHA) Zone AE10 in a coastal floodplain seaward of the Limit of Moderate Wave Action according to the FIRM map dated 08-18-2009. The design flood elevation after adding required + 2' freeboard was 12'. A flood elevation certificate dated 12-15-2021 was provided to the client but this is no longer valid records these values. The 2021 flood elevation certificate is in **Exhibit B**.

According to 2023, Florida Building code and latest FEMA maps, the subject building now located in a FEMA Special Flood Hazard Area Zone **AE11** in a coastal floodplain seaward of the Limit of Moderate Wave Action according to FIRM map dated 01-23-2025. The design flood elevation in Madeira, after adding the required freeboard of BFE + 4', is **15'**. It is recommended that an updated flood elevation certificate is obtained prior to proceeding with repair drawings to confirm current requirements. The current FEMA flood map is in **Exhibit C**.

Based on information received from the local Madeira Beach building official, the proposed repairs would be required to meet the original design codes referenced in the original construction. This would allow us to design the repairs for the 2017 Florida Building Code (FBC). This is the code requirement as long as the value of repairs and upgrades is less than 50% the current value of the building.



Figure 3 – Enlarged Area of Current FEMA Map

4.0 STRUCTURAL ANALYSIS

A. Analysis as Designed (2017 FBC):

The first analysis conducted was to determine if the structure, as designed in the permit drawings provided dated 11/22/2019, met the requirements of the original code (including wind and flood). The original design criteria are listed below as well as the loading used for this analysis (**Exhibit D**). The design flood elevation for this design is 12' and the building also needs to be designed for breaking waves up to 1.5' above base flood elevation. Codes Referenced for this analysis 6th Edition Florida Building Code (2017), ASCE 7-16, & ASCE 24-14. The as designed slab on grade system is a 4" concrete slab with no reinforcing of any type. The walls analyzed are constructed of 8" nominal CMU block with #5 Vertical reinforcement at 48" maximum, the wall height is 8'-9". The information for these structural members were provided in the build out set provided to Pennoni.

Original Design Criteria

Wind Speed = 150 mph

Wind Exposure Category: C

Risk Category: II

Soil Bearing Capacity = 3000 psf

Flood Zone = AE10 (Undefined A)

Flood Design Class = 3

Base Flood Elevation = 10'-0"

Design Floor Elevation = 12'-0"

Loading

Dead Load = Self weight + 5 psf

Live Load = 100 psf for lobby and corridor, 50 psf for offices

Components and Cladding Wall Pressure = -58.0 psf, Zone 4; -64.0 psf, Zone 5

Maximum combined wave pressure = 622 psf

Net breaking wave force (Ft) = 2,071 lb/ft at 2.49' above top of slab

Buoyant Force = 155 psf

Assumptions

CMU block f'_m = 2000 psi

Slab on grade f'_c = 3000 psi

Soil unit weight = 110 pcf

The results of this analysis determined that the 8" Nominal CMU wall **failed** in bending and deflection for flood loading. The bending stress is at **438%** of the wall's capacity. The deflection limit for an exterior load bearing wall with stucco finish is $L/360 = 0.29"$ where L is the length (in this case height) of the wall. The loading on the wall gives a deflection of $L/63 = 1.68"$, which is well outside required limit. The results show that the wall does **NOT** meet structural design code requirements for when the project was originally designed.

The 6" slab with wire mesh reinforcing failed for the buoyant force acting upward on the underside of the slab. The slab failed for bending as well as for displacement when accounting for flood loading. The mesh reinforcing failed throughout the slab with reinforcing needing to be 2.40 in²/ft in critical areas of the slab. The wire mesh reinforcing shown on the drawings gives us a reinforcing area of 0.028 in²/ft. The displacement from the upward buoyant force on the slab was 11.7" at midspan which is well beyond the allowable slab displacement limit of L/360. L/360 for this slab would be 2.76". For gravity loading only, without flood loading, the slab passes the design requirements. The 6x6-W1.4xW1.4 wire mesh reinforcing provided on the drawing is sufficient. 0.022 in²/ft are required in each direction, the 0.028 in²/ft of the wire mesh is sufficient for this. The slab also has insufficient displacement due to this loading. The slab would be an acceptable frangible slab, but as a structural slab it fails and would not resist flood loading as required by the 2017 FBC.

B. Analysis as Constructed (2017 FBC):

This analysis of the structure based on the build-out drawing set dated 10/22/2020. This design was confirmed based on the finding of the GPR investigation completed by GeoView. The drawing set followed the same design criteria as the set from 2019 that was used in the as designed analysis. The main difference in this analysis to the earlier analysis is the slab on grade. In the constructed building the slab is 4" thick with no reinforcement present. This was confirmed in the GeoView report.

The result of this study showed that the 4" unreinforced concrete slab failed for the buoyant force acting upward on the underside of the slab. The slab fails in bending stress. The maximum bending stress acting on the slab is 36.2 kip-ft/ft, the tensile capacity of the unreinforced slab is 0.077 kip-ft/ft. The deflection on the slab due to the buoyant pressure is 36.4", which is extensively beyond the allowable limit of 2.76". The slab as constructed would fail from buckling due to the buoyant force acting on the slab. It is suspected that the flooding of the 2024 hurricanes entered the building though both exterior doors and crack in the slabs. This type of water intrusion would be consist with a Frangible Slab.

The constructed exterior wall matches what was shown in the design set from 2019. However, as constructed this would meet the 2017 code wind loads, but not the flood code requirements.

C. Conceptual Repair Recommendations to Meet Original Design 2017 FBC Code Flood Loads:

This analysis was intended to determine a repair option to meet the code requirements of the existing structure for when the building was designed. The codes referenced for this design were the 6th Edition Florida Building Code (2017), ASCE 7-16, & ASCE 24-14. Additional design criteria and loading used for this analysis can be found in Section A, analysis as designed. This design would be dry floodproofed.

For the exterior walls to meet the existing code requirements for flood loading from the original design a new 2nd 8" CMU walls would need to be constructed and placed behind the face of the existing 8" CMU wall. The new wall would act as 16" CMU wall against the breaking wave force acting on the building. The new wall would satisfy requirements for bending and for deflection. The new wall would need to be reinforced with (1) #5 vertical bar at 24" on center. The rebar would be centered within a filled cell in the wall. For bending stress, the new wall is at 94% capacity. The wall deflection would be 0.06" which is within the required deflection limit of L/360.

The 4" non reinforced slab would need to be removed and replaced with a 9" thick, 2-way mat slab. This new slab would be made from 4000 psi concrete with #5 rebar at 8 inches on center in each direction, for both top and bottom portions of the slab. The slab would be required to be supported by 16" diameter helical piles to resist the uplift forces from buoyance when at flood stage. The piles would be located no more than 12'-0" apart in each direction. A site-specific geotechnical testing, including Standard Penetration Testing (SPT) borings, would be required to determine the type, depth and size of piles to be installed below the new structural slab.

The conceptual structural hardening details have been included in the below **Figure 4**. The new CMU walls would need to be pinned together with rebar so they can function uniformly under flood loading.

All window and door openings would also need to have new flood panels installed as well. The original flood panels do not appear to have a NOA associated with them and may have been site built without engineering.

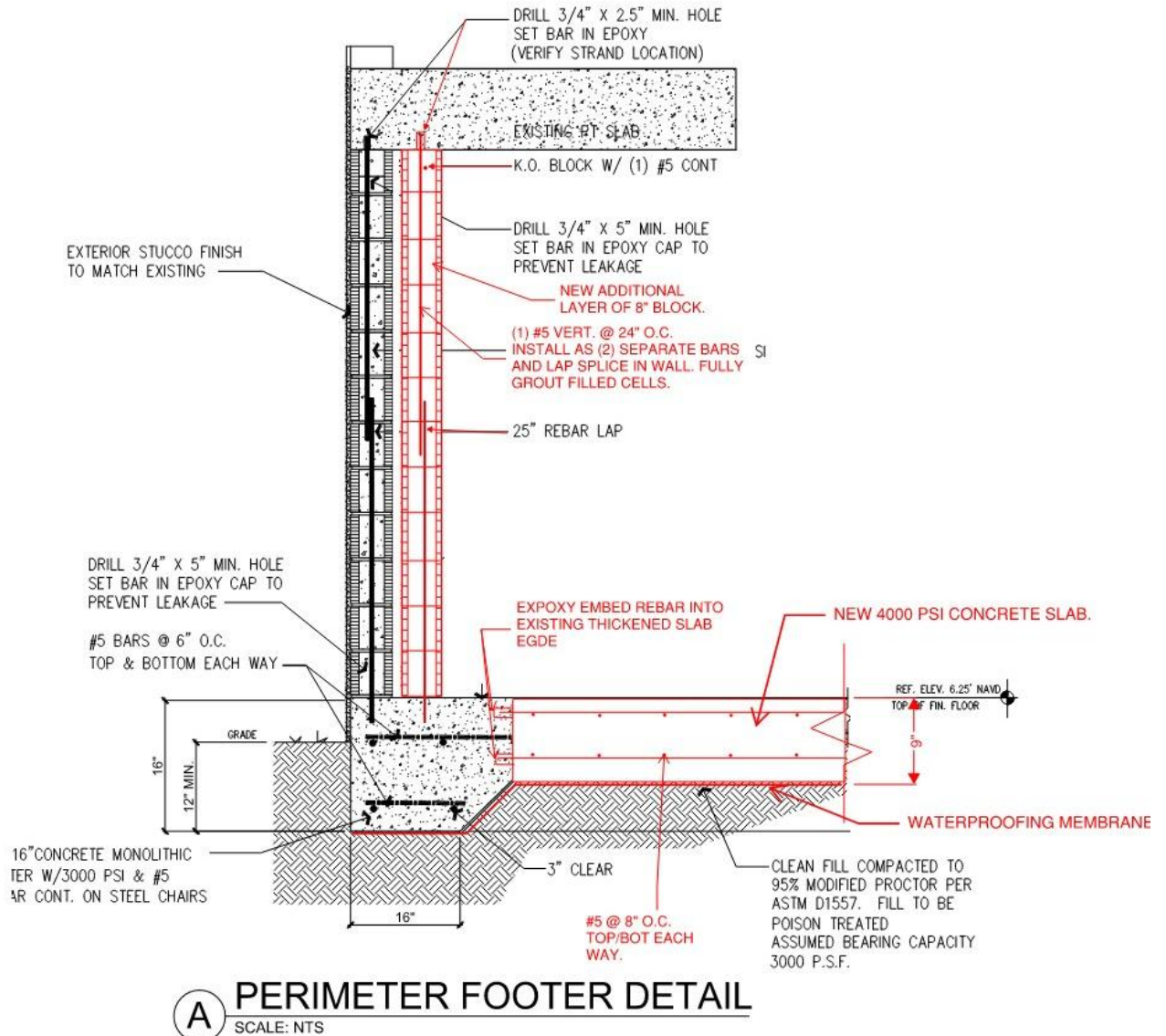


Figure 4 – Sketch of Recommended Repair to Meet Original Code

D. Recommendations to Meet Current FBC 2023 Code:

According to Current FEMA flood maps the City Hall building lies in a Coastal A Zone, see **Exhibit C**. According to the 8th Edition (2023) Florida Building Code, section 1612.4.1 Modification of ASCE 24, dry floodproofing is permitted in Coastal A Zones for non-residentials and mixed-use structures. Pennoni completed an analysis of what upgrades and repairs would be required to meet the dry floodproofing requirements for the current building code.

Design Criteria

Wind Speed = 147 mph
Wind Exposure Category: D
Risk Category: II
Soil Bearing Capacity = 3000 psf
Flood Zone = AE11 (Coastal A)
Flood Design Class = 3
Base Flood Elevation = 11'-0"
Design Floor Elevation = 15'-0"

Loading

Dead Load = Self weight + 5 psf

Live Load = 100 psf for lobby and corridor, 50 psf for offices.

Maximum combined wave pressure = 832 psf

Net breaking wave force (Ft) = 3704 lb/ft

Buoyant Force = 208 psf.

Recommendation

To get the structure to meet code requirements for flood loading the 8" CMU walls would need to be replaced with a new 12" CMU block wall with (2) #5 vertical reinforcing bars per block. The reinforcement would be (1) #5 on each face of the wall. The wall would need to be fully grouted. This wall design meets bending stress and deflection requirements. For bending stress, the wall is at 98% capacity. The wall deflection would be 0.13", which is within the required deflection limit of L/360.

The 4" non reinforced slab on grade would need to be removed and replaced with a 12" thick, 2-way mat slab. This new slab would be made from 4000 psi concrete with #5 rebar at 6 inches on center in each direction, for both top and bottom portions of the slab. The slab would be required to be supported by 16" diameter helical piles. Located no more than 12'-0" apart in each direction.

5.0 RECOMMENDED REPAIR COST ESTIMATE

Based on information Pennoni received from the city of Madeira Beach during the development of this assessment, repairs on the structure would need to be designed for the code that the building was originally constructed for in 2020 (the 2017 FBC). This requires us to use the 6th Edition of the Florida Building Code (2017).

With this information, a cost estimate was developed by the 3rd Party Cost Estimator CC&A. This repair concept included the removal and replacement of the interior slab on grade with a new structural slab supported by helical piles. This repair also includes the addition of a 2nd layer of 8" CMU block placed behind the current existing layer of CMU for added support. The cost estimate for **total construction cost including new interior renovations is \$2,494,596**. The full cost estimate can be found in **Exhibit E**.

6.0 CLOSURE

Pennoni is available to provide detailed design drawings of repair or replacement as part of a separate scope of services if requested.

It shall be noted that the above-listed issues do not unknown hidden damages. The sign and seal on this letter indicate professional engineering responsibility for the review of structural portion only. General architecture, life safety, accessibility, electrical, mechanical, etc. are the responsibility of others.

If you have any questions or need additional information, please feel free to contact us.

Sincerely,
PENNONI

James Vincent Barnes III, PE #77754, SI-Limited
Forensic Division Manager

See Attached: **Exhibit A** – GeoView Report
Exhibit B – 2021 Flood Elevation Certificate
Exhibit C – Current FEMA Flood Hazard Map
Exhibit D – Original FEMA Flood Hazard Map
Exhibit E – Madeira Beach City Hall Repair Cost Estimate

EXHIBIT A GEOVIEW REPORT

**FINAL REPORT
CONCRETE STRUCTURE EVALUATION
MADEIRA BEACH CITY HALL COMPLEX SITE
MADEIRA BEACH, FLORIDA**

Prepared for Pennoni
Clearwater, FL

Prepared by GeoView, Inc.
St. Petersburg, FL



June 05, 2025

Mr. Vince Barnes, P.E.
Pennoni
5755 Rio Vista Drive
Clearwater, FL 33760

**Subject: Transmittal of Final Report for Concrete Structure Evaluation
Madeira Beach City Hall Complex Site
Madeira Beach, Florida
GeoView Project Number 43362
Pennoni Project Number: MDBCH25002P**

Mr. Barnes,

GeoView, Inc. is pleased to submit the final report that summarizes and presents the results of the geophysical investigation carried out at the above referenced site. Non-destructive geophysical testing methods were used to determine the design and reinforcement of various concrete structures at the site. GeoView appreciates the opportunity to have assisted you on this project. If you have any questions or comments about the report, please contact us.

Sincerely,

GEOVIEW, INC.

Michael J. Wightman, P.G.
President
Florida Professional Geologist Number 1423

A Geophysical Services Company

4610 Central Avenue
St. Petersburg, FL 33711

Tel.: (727) 209-2334
Fax: (727) 328-2477

1.0 Introduction

A geophysical investigation was completed on May 14 and 15, 2025 at the Madeira Beach City Hall Complex which is located at 300 Municipal Drive in Madeira Beach, Florida. The purpose of the investigation was to help determine:

- Floor slab thickness
- Design of floor slab foundation and associated reinforcing.
- Location and vertical continuity of rebar-reinforced concrete-filled cells for the external concrete masonry unit (CMU) walls.

2.0 Site Description

The investigation was completed inside and around the exterior of the building. The location of the study areas are provided on Figures 1-3 (Appendix 1).

3.0 Description of Geophysical Investigation

The geophysical investigation was conducted using ground penetrating radar (GPR), electromagnetics (EM) and impact echo (IE). The GPR survey was performed using a GSSI NX Flex GPR system with a 2.5 giga-hertz antenna. The GPR was used to determine the design of the concrete slab and any associated reinforcing. The EM survey was performed using the Proceq 650 AI. The EM survey was done to confirm the presence of rebar. The thickness of the concrete slab was determined using the Olson Impact Echo (IE) system and confirmed using GPR.

4.0 Survey Results

Results from the geophysical investigation are presented on Figures 1-3 and are described as follows:

Column Reinforcement: The exterior columns appear to be tied into the exterior walls by horizontal rebar on 16-inch centers. The rebar is estimated to extend 6 to 8 inches into the walls (Figure 1)

Exterior Wall Footer Reinforcement: There is a longitudinal piece of rebar near the top of the thickened edge foundation at a depth of 6 to 7 inches. Short pieces of rebar are present which extend from the wall to this piece of longitudinal rebar. This rebar is spaced 3 to 4 inches on center with a cover depth of approximately 6 inches. (Figure 1). It was not possible to confirm the presence of the reinforcement in the bottom of the thickened slab foundation that is shown in the site drawings.

Floor Slab: The floor slab is 4 to 5 inches thick. No wire mesh or rebar mat reinforcement was observed in the slab (Figure 2).

Interior Grade Beams: No interior grade beams were observed (Figure 2).

Interior Column Foundations: The interior columns of the structure are independent of the slab. No rebar reinforcement or thickening of the slab was observed near the columns. No indication of an underlying spread footer that would have supported the columns was observed (Figure 2). It is suspected that the columns are driven piles.

Exterior CMU Wall Reinforcement: Concrete filled cells with rebar reinforcement were observed within the exterior walls. The location the reinforced filled cells corresponds very well with the existing building plans including in the areas around the windows and doors (Figure 3)

Interior CMU Wall Reinforcement: Concrete filled cells with rebar reinforcement were observed within the interior CMU walls. The reinforced cells were 32 to 48 inches on-center. One gap in the vertical filled cells was observed in the eastern portion of the building. This gap extended from the floor to a height of 62 to 64 inches above the floor. Concrete was present in the column above this elevation. No other gaps were observed in the scanned interior CMU walls of the building. The location the reinforced filled cells corresponded reasonably well with the existing building plans (Figure 3).

CMU Exterior Walls in Eastern Portion of the Building: Rebar reinforced filled cells were observed on 32 to 48 inches on center (Figure 3).

A discussion of the various geophysical testing methods and their associated limitations are provided in Appendix 2.

APPENDIX 1

FIGURES

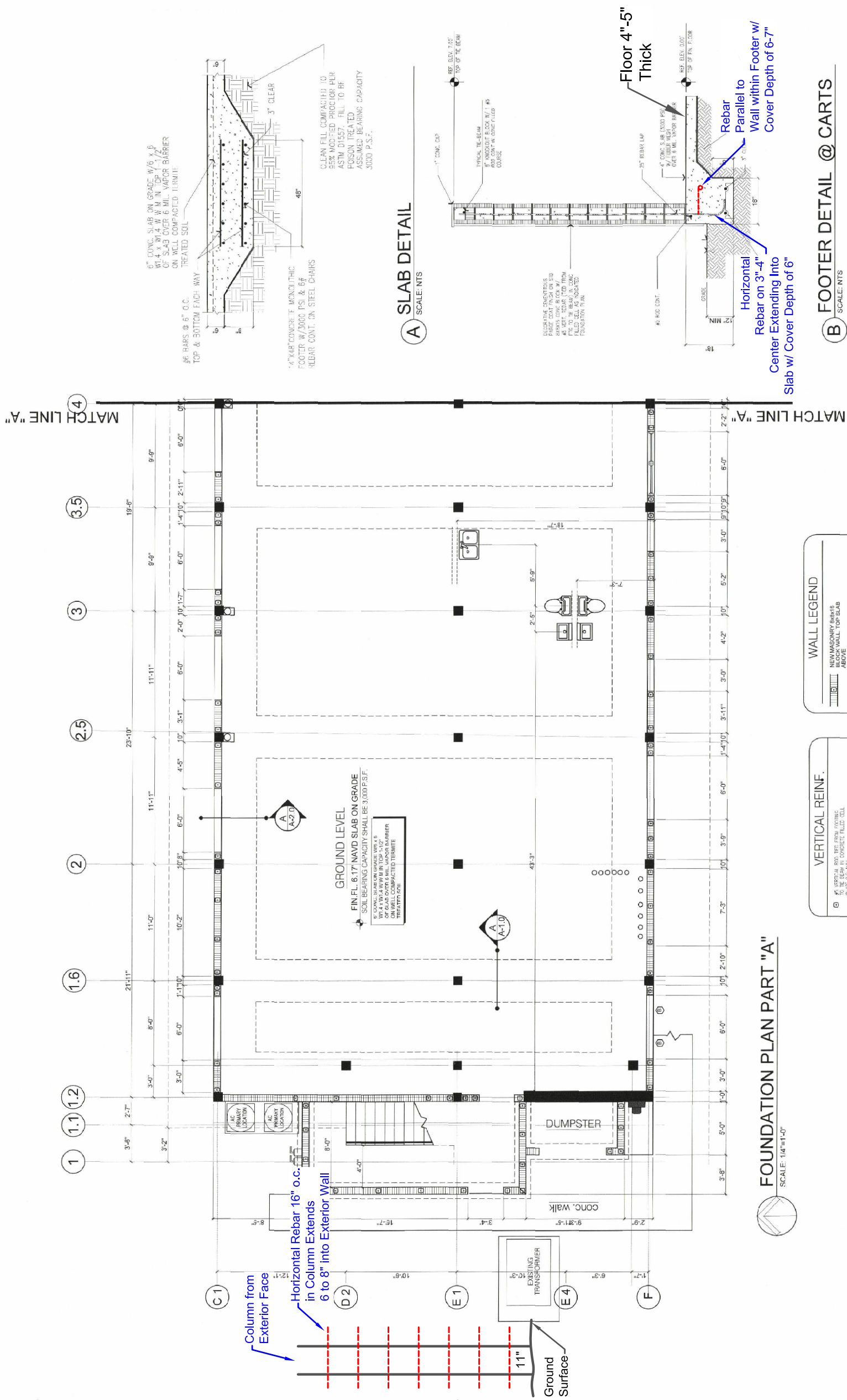
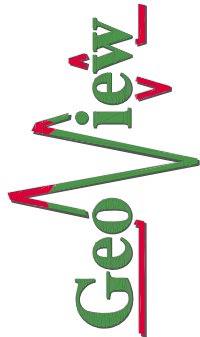


FIGURE 1
SITE MAP
SHOWING RESULTS
OF GEOPHYSICAL
INVESTIGATION



0 10'

N

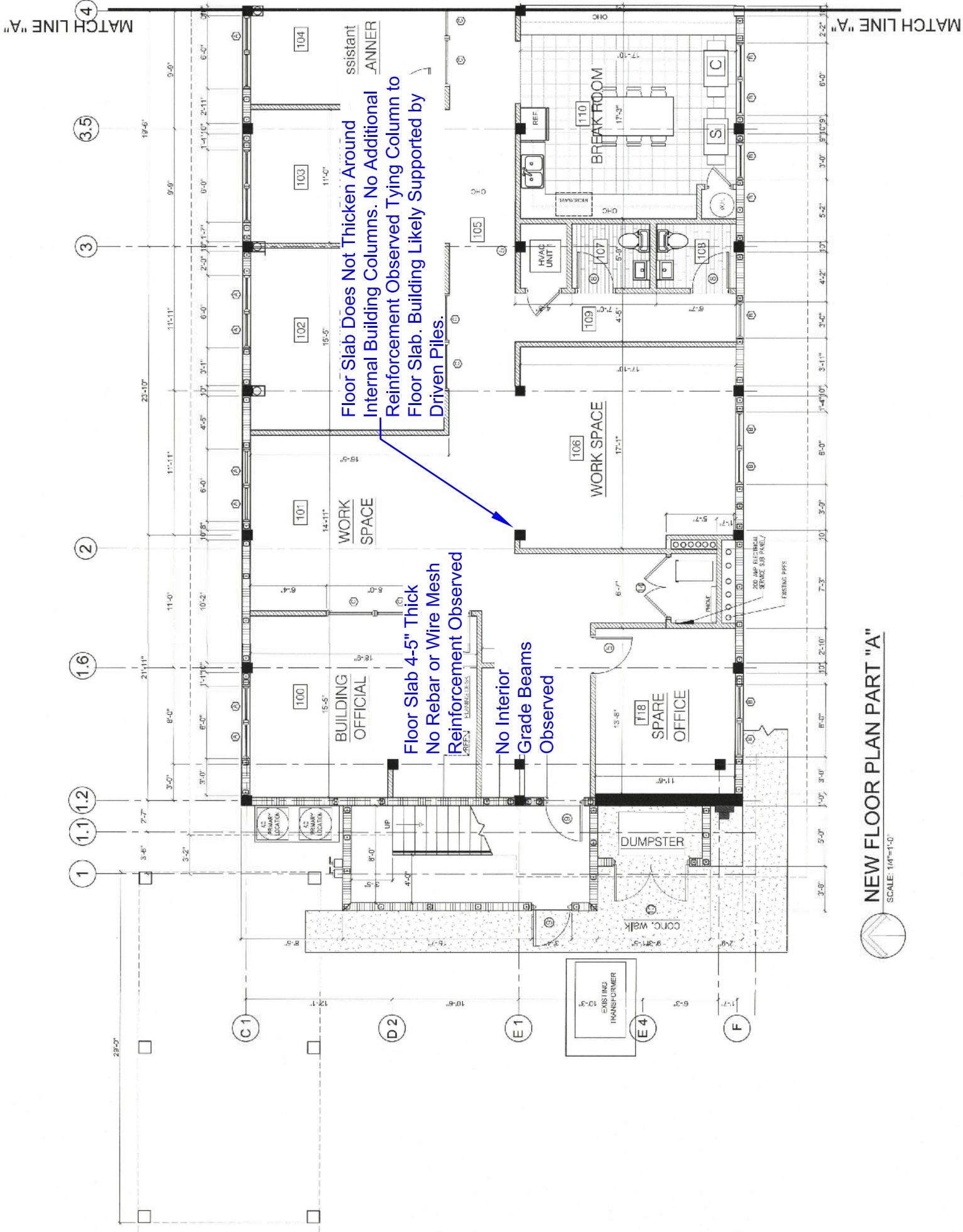
SCALE: 1"=10' APPROXIMATE

NOTE: BASE MAP WAS PROVIDED BY OTHERS

**MADEIRA BEACH CITY HALL COMPLEX
300 MUNICIPAL DRIVE
MADEIRA BEACH, FLORIDA**

PENNONI
CLEARWATER, FLORIDA

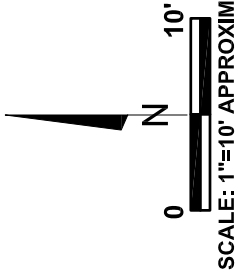
PROJECT:
43362
DATE:
06/04/2025



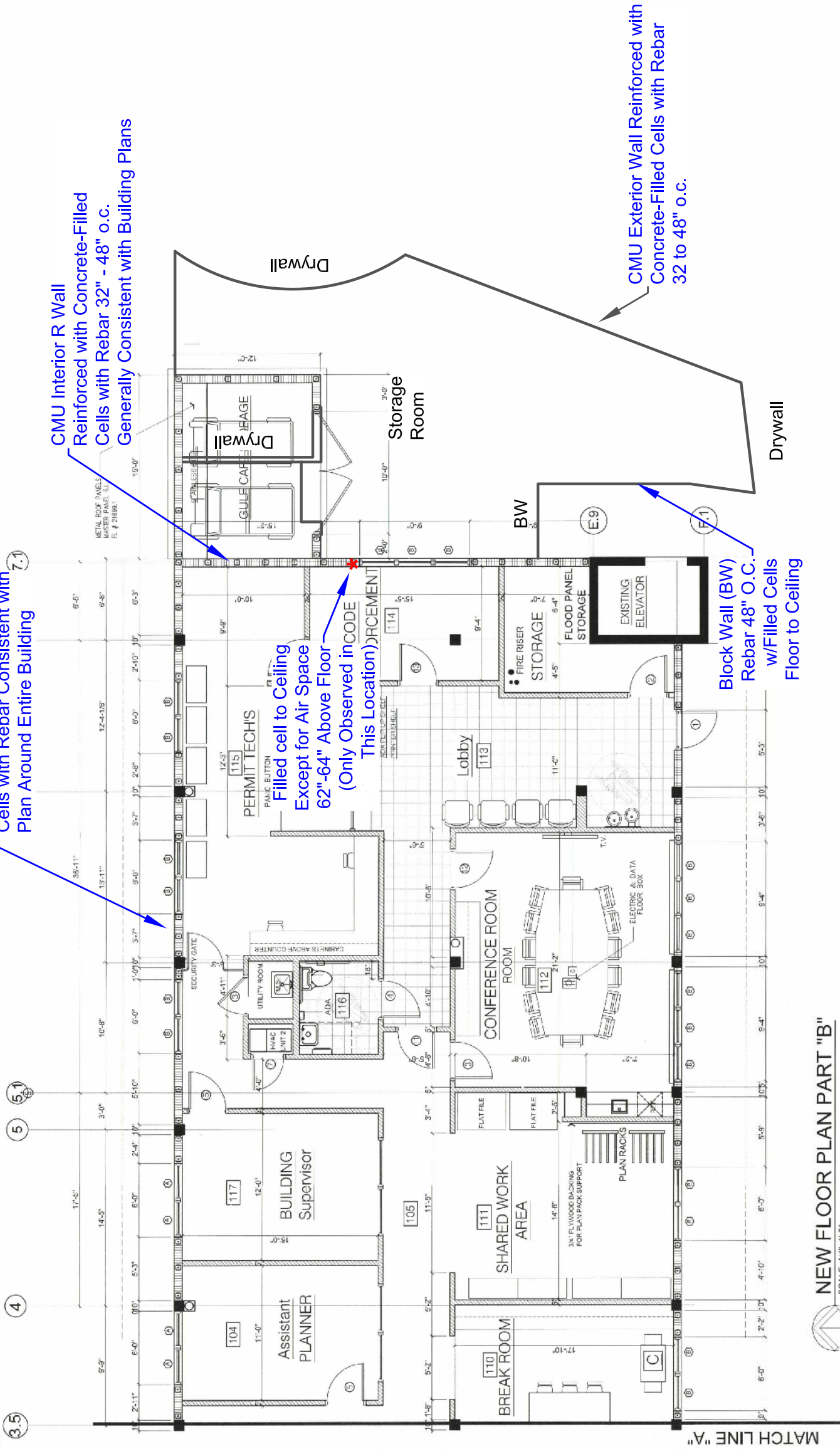
NEW FLOOR PLAN PART "A"
SCALE: 1/4"=1'-0"

NOTE: BASE MAP WAS PROVIDED BY OTHERS	
MADEIRA BEACH CITY HALL COMPLEX 300 MUNICIPAL DRIVE MADEIRA BEACH, FLORIDA	
PROJECT: 43362 DATE: 06/04/2025	PENNONI CLEARWATER, FLORIDA

FIGURE 2
SITE MAP
SHOWING RESULTS
OF GEOPHYSICAL
INVESTIGATION



MATCH LINE "A"



NEW FLOOR PLAN PART "B"

SCALE: 1/4"=1'-0"



SCALE: 1"=10' APPROXIMATE

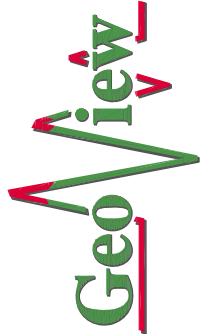


FIGURE 3
SITE MAP
SHOWING RESULTS
OF GEOPHYSICAL
INVESTIGATION

NOTE: BASE MAP WAS PROVIDED BY OTHERS

MADEIRA BEACH CITY HALL COMPLEX
300 MUNICIPAL DRIVE
MADEIRA BEACH, FLORIDA

PENNONI
CLEARWATER, FLORIDA

PROJECT:
43362
DATE:
06/04/2025

APPENDIX 2

DESCRIPTION OF GEOPHYSICAL METHODS, SURVEY METHODOLOGIES AND LIMITATIONS

A2.1 Ground Penetrating Radar

GeoView uses a GSSI Mini Structure Scan system. Ground Penetrating Radar (GPR) consists of a set of integrated electronic components which transmits high frequency (2.6 or 1.6 giga-Hertz) electromagnetic waves and records the energy reflected back to the concrete surface. The GPR system consists of an antenna, which serves as both a transmitter and receiver, and a profiling recorder that both processes the incoming signal and provides a graphic display of the data. The GPR data can be reviewed both real time or recorded on the profiling recorder's hard drive for later review.

A GPR survey provides a graphic cross-sectional view of subsurface conditions. This cross-sectional view is created from the reflections of repetitive short-duration electromagnetic (EM) waves which are generated as the antenna is pulled across the ground surface. The reflections occur at the subsurface contacts between materials with differing electrical properties. The electrical property contrast that causes the reflections is the dielectric permittivity which is directly related to conductivity of a material. The GPR method is commonly used to identify such targets as voids, rebar or post-tension cables.

A GPR survey is conducted along survey lines (transects) which are measured paths along which the GPR antenna is moved. Electronic marks are placed in the data by the operator at designated points along the GPR transects. These marks, and a calibrated survey wheel attached to the GPR equipment, allow for a correlation between the GPR data and the position of the GPR antenna on the concrete surface.

A2.2 Electromagnetics

The Profometer 650 AI consists of a set of integrated electronic components that can detect the presence of metallic objects within concrete. The system operates on the principle of pulse induction where a primary electromagnetic (EM) field is created by the equipment. Any metallic objects within the equipment's sensitivity range will have created within them a secondary EM field that is sensed by the equipment.

The Profometer 650 AI is operated by moving a probe across the concrete surface. The strongest secondary field response is created when the long-axis of the probe is moved perpendicularly across the long axis of the rebar. The strength of the resultant secondary EM field is represented by the equipment as both an audible tone

and as a graphic display. The position of the rebar is determined at the location where the secondary field strength is at a maximum.

The depth range of the Profometer 650 AI is controlled by the diameter of the rebar; the greater the diameter of the rebar the greater the depth that rebar can be identified. For example, the maximum depth range that #3 rebar can be detected is approximately 4.5 inches while the maximum depth range that #10 rebar can be detected is 7 inches. Regardless of rebar diameter, the maximum depth range of the equipment is approximately 7 inches.

The ability to resolve the location of rebar is also controlled by the spacing between rebar. As a general rule, the spacing between rebars must roughly be equal to the depth of concrete cover. For example, rebar with 3 inches of concrete cover must have a minimum spacing of 3 inches between the individual rebars to be resolved by the equipment. The equipment is also capable of estimating the diameter of rebar and depth of concrete cover.

A2.3 Impact Echo (IE)

The IE method is used to determine the thickness of concrete structure by sending a high-frequency pulse through the concrete and recording the reflected return from opposite side of the structure. Any horizontal or diagonal cracks will create a discontinuity in the concrete structure, in which the reflection will occur at the crack interface rather than the back side of the structure. This will be recorded as a localized decrease in structure thickness. The impact echo testing is performed using the Olson Impact Echo concrete test system (Impact Echo) in accordance with ASTM C-1383.

A2.4 Limitations

The analysis and collection of geophysical data is both a technical and interpretative skill. The technical aspects of the work are learned from both training and experience. Having the opportunity to compare data collected in numerous settings to the results from concrete studies performed at the same locations develops interpretative skills for concrete characterization studies.

GeoView can make no warranties or representations of concrete conditions that may be present beyond the depth of investigation or resolving capability of the geophysical methods or in areas that were not accessible to the geophysical investigation.

EXHIBIT B

2021 FLOOD ELEVATION CERTIFICATE

500				
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FIRM
FLOOD INSURANCE RATE MAP
PINELLAS COUNTY,
FLORIDA
AND INCORPORATED AREAS

PANEL 191 OF 327

(SEE MAP INDEX FOR PANELS NOT PRINTED)

CONTAINS:

<u>COMMUNITY</u>	<u>NUMBER</u>	<u>PANEL</u>	<u>SUFFIX</u>
MADEIRA BEACH, CITY OF	125127	0191	G
PINELLAS COUNTY	125139	0191	G
REDINGTON BEACH, TOWN OF	125140	0191	G
TREASURE ISLAND, CITY OF	125153	0191	G

Notice to User: The MAP NUMBER shown below should be used when placing map orders; the COMMUNITY NUMBER shown above should be used on insurance applications for the subject community.

MAP NUMBER
12103C0191G

EFFECTIVE DATE:
SEPTEMBER 3, 2003



Federal Emergency Management Agency

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.

EXHIBIT C

CURRENT FEMA FLOOD HAZARD MAP

National Flood Hazard Layer FIRMette



82°48'26"W 27°48'33"N



Basemap Imagery Source: USGS National Map 2023

Legend

Item 11B.

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS

- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
- 17.5 Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/23/2025 at 4:13 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community id, FIRM panel number, and FIRM effective date. Map is unmapped and unmodernized areas cannot be used for regulatory purposes.

EXHIBIT D

ORIGINAL FEMA FLOOD HAZARD MAP

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB No.: 1601-0046
Expiration: 11/01/2022

Item 11B.

FLOODPROOFING CERTIFICATE FOR NON-RESIDENTIAL STRUCTURES

Paperwork Burden Disclosure Notice

Public reporting burden for this data collection is estimated to average 3.25 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20742, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

General: This information is provided pursuant to Public Law 96-511 (the Paperwork Reduction Act of 1980, as amended), dated December 11, 1980, to allow the public to participate more fully and meaningfully in the Federal paperwork review process.

Authority: Public Law 96-511, amended; 44 U.S.C. 3507; and 5 CFR 1320.

Privacy Act Statement

Authority: Title 44 CFR § 61.7 and 61.8.

Principal Purpose(s): This information is being collected for the primary purpose of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

Routine Use(s): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or being subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

Purpose of the Floodproofing Certificate for Non-Residential Structures

Under the National Flood Insurance Program (NFIP), the floodproofing of non-residential buildings may be permitted as an alternative to elevating to or above the Base Flood Elevation (BFE). A floodproofing design certification is required for non-residential structures that are floodproofed. This form is to be used for that certification.

A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Before a floodproofed building is designed, numerous planning considerations, including flood warning time, uses of the building, mode of entry to and exit from the building and the site in general, floodwater velocities, flood depths, debris impact potential, and flood frequency, must be addressed to ensure that dry floodproofing will be a viable floodplain management measure.

The minimum NFIP requirement is to floodproof a building to the BFE. However, when it is rated for flood insurance one-foot is subtracted from the floodproofed elevation. Therefore, a building has to be floodproofed to one foot above the BFE to receive the same favorable flood insurance rates as a building elevated to the BFE.

Additional guidance can be found in FEMA Publication 936, Floodproofing Non-Residential Buildings (2013), available on FEMA's website at <https://www.fema.gov/media-library/assets/documents/34270>.

FLOODPROOFING CERTIFICATE FOR NON-RESIDENTIAL STRUCTURES

The floodproofing of non-residential buildings may be permitted as an alternative to elevating to or above the Base Flood Elevation; however, a floodproofing design certification is required. This form is to be used for that certification. Floodproofing of a residential building does not alter a community's floodplain management elevation requirements or affect the insurance rating unless the community has been issued an exception by FEMA to allow floodproofed residential basements. The permitting of a floodproofed residential basement requires a separate certification specifying that the design complies with the local floodplain management ordinance.

BUILDING OWNER'S NAME City of Madeira Beach		FOR INSURANCE COMPANY USE	
STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. Number) OR P.O. ROUTE AND BOX NUMBER 300 Municipal Dr		POLICY NUMBER	
OTHER DESCRIPTION (Lot and Block Numbers, etc.) 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 CITY SEAWALL 1710 FT(S) TO N COR OF CONDO TH SWLY ALG CONDO 1671.13FT TO POB & ADJ SUBM LAND ON NW CONT 19.87 AC (C)		COMPANY NAIC NUMBER	
CITY Madeira Beach	STATE FL	Zip Code 33708	

SECTION I – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Provide the following from the proper FIRM:

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM INDEX	FIRM ZONE	BASE FLOOD ELEVATION (in AO Zones, Use Depth)
25127	0191	G	08-18-2009	AE	11.0

Indicate elevation datum used for Base Flood Elevation shown above: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____

SECTION II – FLOODPROOFED ELEVATION CERTIFICATION (By a Registered Professional Land Surveyor, Engineer, or Architect)

All elevations must be based on finished construction.

Floodproofing Elevation Information:

Building is floodproofed to an elevation of 12.0 feet (In Puerto Rico only: _____ (meters).

☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____

(Elevation datum used must be the same as that used for the Base Flood Elevation.)

Height of floodproofing on the building above the lowest adjacent grade is 6.0 feet (In Puerto Rico only: _____ meters).

For Unnumbered A Zones Only:

Highest adjacent (finished) grade next to the building (HAG) 6.0 feet (In Puerto Rico only: _____ meters).

☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____


(NOTE: For insurance rating purposes, the building's floodproofed design elevation must be at least 1 foot above the Base Flood Elevation to receive rating credit. If the building is floodproofed only to the Base Flood Elevation, then the building's insurance rating will result in a higher premium. See the Instructions section for information on documentation that must accompany this certificate if being submitted for flood insurance rating purposes.)

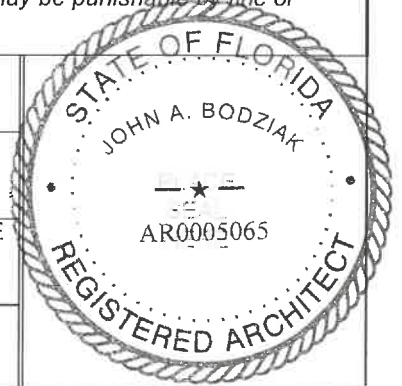
FLOODPROOFING CERTIFICATE FOR NON-RESIDENTIAL STRUCTURES

Non-Residential Floodproofed Elevation Information Certification:

Section II certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information

I certify that the information in Section II on this Certificate represents a true and accurate interpretation and determination by the undersigned using the available information and data. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME	LICENSE NUMBER (or Affix Seal)		
John A. Bodziak, Architect	FLA REG. #AR0005065		
TITLE	COMPANY NAME		
Architect / President	John A. Bodziak, Architect, AIA, PA		
ADDRESS	CITY	STATE	ZIP CODE
743 49th Street N	St. Petersburg	FL	33710
SIGNATURE	DATE	PHONE	
	12-15-2021	727.327.1966	



SECTION III – FLOODPROOFED CERTIFICATION (By a Registered Professional Engineer or Architect)


Non-Residential Floodproofed Construction Certification:

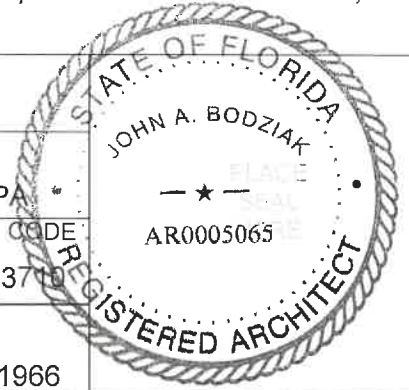
I certify the structure, based upon development and/or review of the design, specifications, as-built drawings for construction and physical inspection, has been designed and constructed in accordance with the accepted standards of practice (ASCE 24-05, ASCE 24-14 or their equivalent) and any alterations also meet those standards and the following provisions.

The structure, together with attendant utilities and sanitary facilities is watertight to the floodproofed design elevation indicated above, is substantially impermeable to the passage of water, and shall perform in accordance with the 44 Code of Federal Regulations (44 CFR 60.3(c)(3)).

All structural components are capable of resisting hydrostatic and hydrodynamic flood forces, including the effects of buoyancy, and anticipated debris impact forces.

I certify that the information in Section III on this certificate represents a true and accurate determination by the undersigned using the available information and data. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME	LICENSE NUMBER (or Affix Seal)		
John A. Bodziak, Architect	FLA REG. #AR0005065		
TITLE	COMPANY NAME		
Architect / President	John A. Bodziak, Architect, AIA, PA		
ADDRESS	CITY	STATE	ZIP CODE
743 49th Street N	St. Petersburg	FL	33710
SIGNATURE	DATE	PHONE	
	12-15-2021	727.327.1966	



Copy all pages of this Floodproofing Certificate and all attachments for 1) community official, 2) insurance agent/company, and 3) building owner.

FLOODPROOFING CERTIFICATE FOR NON-RESIDENTIAL STRUCTURES

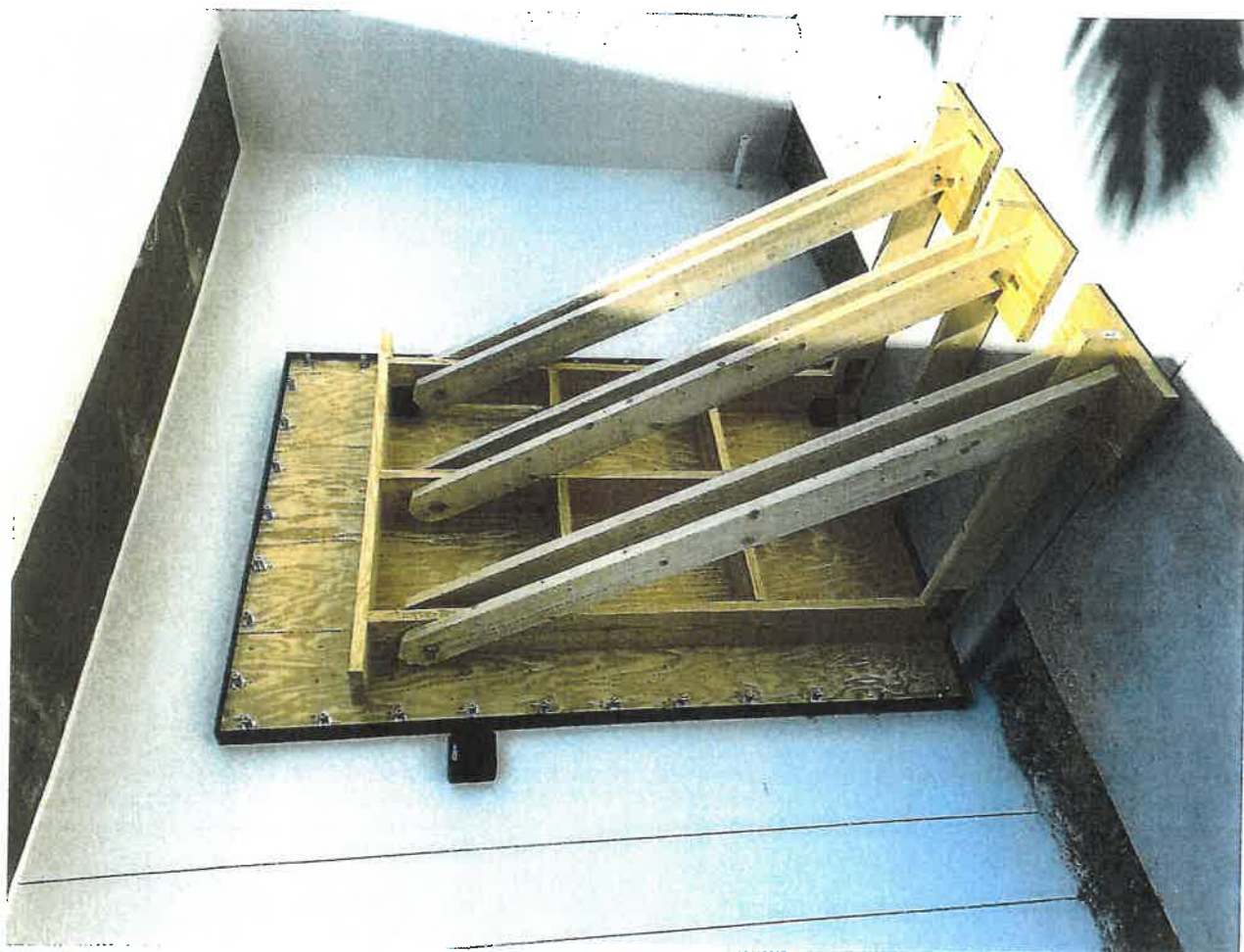
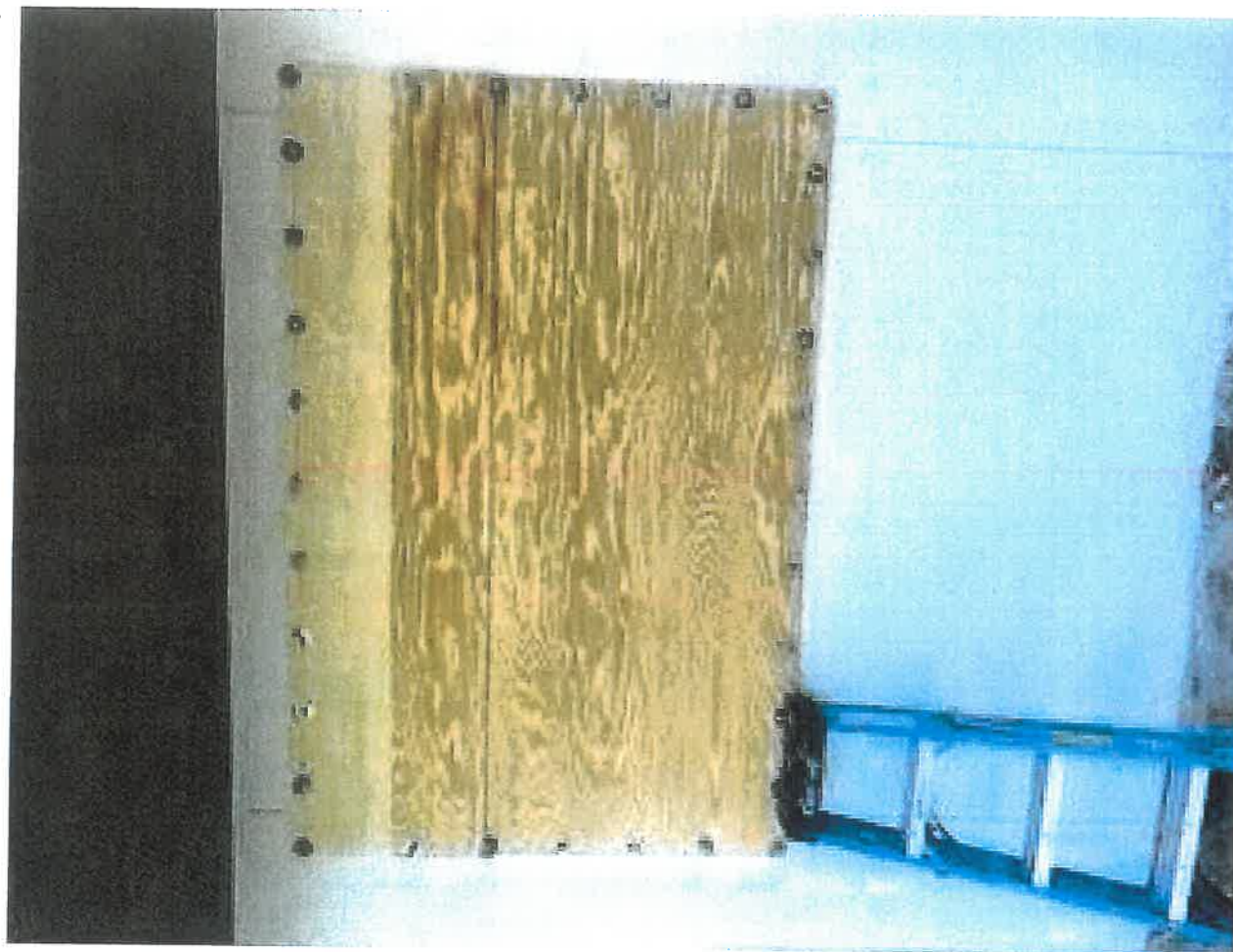
Instructions for Completing the Floodproofing Certificate for Non-Residential Structures

To receive credit for floodproofing, a completed Floodproofing Certificate for Non-Residential Structures is required for non-residential and business buildings in the Regular Program communities, located in zones A1–A30, AE, AR, AR Dual, AO, AH, and A with BFE.

In order to ensure compliance and provide reasonable assurance that due diligence had been applied in designing and constructing floodproofing measures, the following information must be provided with the completed Floodproofing Certificate:

- Photographs of shields, gates, barriers, or components designed to provide floodproofing protection to the structure.
- Written certification that all portions of the structure below the BFE that will render it watertight or substantially impermeable to the passage of water and must perform in accordance with Title 44 Code of Federal Regulations (44 CFR 60.3 (c)(3)).
- A comprehensive Maintenance Plan for the entire structure to include but not limited to:
 - Exterior envelope of the structure
 - All penetrations to the exterior of the structure
 - All shields, gates, barriers, or components designed to provide floodproofing protection to the structure
 - All seals or gaskets for shields, gates, barriers, or components
 - Location of all shields, gates, barriers, and components as well as all associated hardware, and any materials or specialized tools necessary to seal the structure.





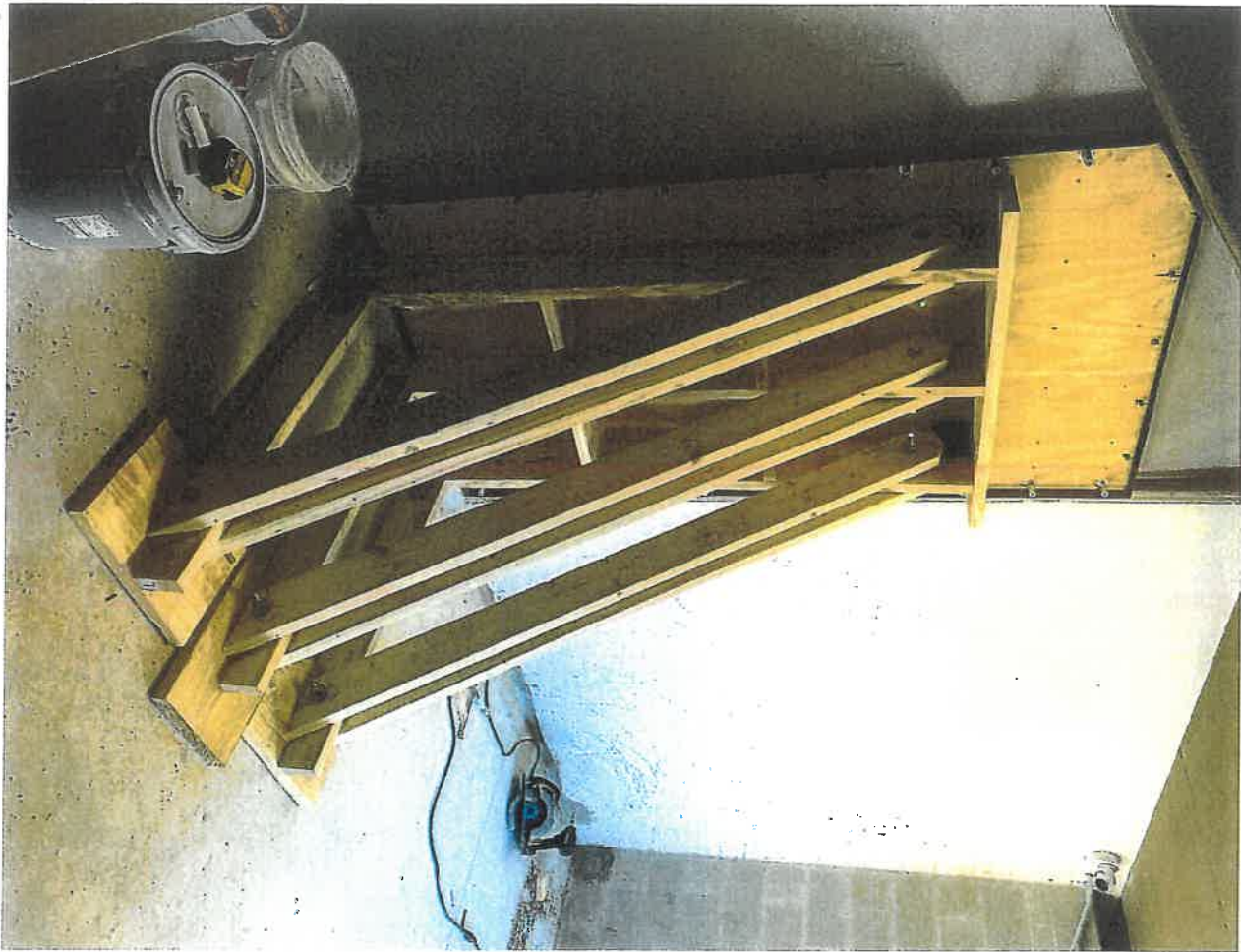




EXHIBIT E
MADEIRA BEACH CITY HALL
REPAIR COST ESTIMATE by CC&A

C C & A
CONSTRUCTION CONSULTANTS & ASSOCIATES, INC.

PROJECT : **Maderia Beach CH Renovations**
LOCATION : **Maderia Beach, FL**
FILE NAME : **Maderia Bch CH**

DATE : 07/17/25
PROJ # : 2025.128
PAGE : 1 OF 2

DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL	REMARKS
PRELIMINARY CONSTRUCTION BUDGET					
Selective Demolition					
Interior Demolition 1st fl	4,920	sf	10.00	49,200	
Sawcut SOG 4"	320	lf	7.50	2,400	
Remove SOG 4"	76	cy	200.00	15,185	
Thickened SOG Remains as is					
Foundations					
Helical Piles - 25ft depth	33	ea	3,500.00	115,500	
Concrete Work					
SOG 9" w/rebars 8"oc ea T&B	159	cy	1,050.00	166,619	
SOG waterproofing membrane	5,658	sf	2.50	14,145	
Epoxy rebars into ex SOG	960	ea	125.00	120,000	
Masonry Work					
Int CMU wall 8" block	3,680	blk	22.50	82,800	
Vert FC 24"oc	17	cy	1,250.00	21,296	
Metals					
None					
Moisture Protection					
Flood Panels at Doors	140	sf	200.00	28,000	
Flood Panels at Windows	260	sf	150.00	39,000	
Openings					
Remain as is					
Finishes					
New Interior Drs/Finishes	4,920	sf	65.00	319,800	
Specialties					
Toilet Acc/Rm Signage	4,920	sf	2.00	9,840	

C C & A
CONSTRUCTION CONSULTANTS & ASSOCIATES, INC.

PROJECT : **Maderia Beach CH Renovations**
LOCATION : **Maderia Beach, FI**
FILE NAME : **Maderia Bch CH**

DATE : 07/17/25
PROJ # : 2025.128
PAGE : 2 OF 2

DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL	REMARKS
PRELIMINARY CONSTRUCTION BUDGET					
Equipment					
By Owner					
Mechanical					
Fire Sprinkler System	4,920	sf	6.50	31,980	
Plumbing System	4,920	sf	20.00	98,400	
HVAC System	4,920	sf	45.00	221,400	
Electrical					
Existing Service - Remains as is					
New MDP, Power, Lighting	4,920	sf	50.00	246,000	
Technology - Allowance	4,920	sf	5.00	24,600	
SUBTOTAL				\$1,606,166	
Contractor General Conditions	15.0%			\$240,925	
Contractor Insurance & Bonds	3.0%			\$55,413	
Estimate Contingency	15.0%			\$285,376	
Escalation	6.0%			\$131,273	
Permits - Allowance	1.0%			\$23,192	
Contractor OH&P	6.5%			\$152,252	
CONSTRUCTION BUDGET TOTAL				\$2,494,596	

Responsible Department	Description of Damage
Building & Comm. Dev.	1st Floor of City Hall Flood Damage
Building & Comm. Dev.	ServPro has removed all damage from 1st floor
Building & Comm. Dev.	Building & Comm. Dev. contents
Marina	Sofit and facia damaged dry wall and ceiling tiles
Recreation	ServPro cost to remove flooded area in Rec. Center
Recreation	Rec. Center building contents
Recreation	Shed at school fields
Recreation	Concession stand, including portable fence
Recreation	Repairs to Recreation Center
Archibald	property repairs
Recreation	Office Milwork
Archibald	Snack Shack Building

Estimated Cost to Repair or Replace	Current Status of Repair or Replacement	Insurance Proceeds Received
\$ 250,000.00	Repair in process	\$ 116,526.67
\$ 135,452.64		
\$ 55,000.00		
\$ 10,226.93	Replaced	below deductible
\$ 75,668.99	Completed	
\$ 21,086.00	Completed	
\$ 3,255.00	Completed	
\$ 25,880.00	Completed	
\$ 57,700.00	In progress	
	In progress	\$ 2,979.68
\$ 28,300.00	In progress	
\$ 400,000.00	Engineering in progress	
\$ 1,062,569.56	\$ -	\$ 119,506.35

Responsible Department	Description of Damage
Parking	2022 Kubota - flood damage #94
Parking	2019 Chevy Equinox - flood damage #96
Stormwater	2019 Elgin Street Sweeper #77
Public Works Admin	2003/04 Ford F550 Dump Truck #Old 19

Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
\$ 22,534.22	total per city mechanic, needs to be disposed
\$ 22,823.00	totalled and disposed
\$ 295,000.00	totalled and needs to be disposed
\$ -	damaged by storm - surplusd
\$ 340,357.22	\$ -

Insurance Proceeds Received	
\$	25,404.62
\$	13,860.32
\$	295,000.00
\$	-
\$	334,264.94

Responsible Department	Description of Damage
Public Works	Johns Pass Village - 75% of Flexi Pave damaged
Public Works	Johns Pass Village - 25% Concrete Curbs damaged
Public Works	Johns Pass Village - 15% Pavers damaged
Public Works	Johns Pass Village - All electric damaged by flood
Public Works	Johns Pass Village - Chamber building flooded 2+ feet
Public Works	Johns Pass Village - HVAC Condenser flooded
Public Works	Johns Pass Village - Bell Tower - All wood fascia damaged
Public Works	Johns Pass Village - Boardwalk- 3 pilings need replaced, 8 sections of handrail loose, 10 sections of cross bracing damaged and West Stairs destroyed
Public Works	Johns Pass Village - West stairs completely damaged
Public Works	Johns Pass Park - New asphalt damaged 35%
Public Works	Johns Pass Park - 60 Parking stops
Public Works	Johns Pass Park - Handrail on Walkover damaged completely
Public Works	Johns Pass Park - Landscaping park wide destroyed
Public Works	Johns Pass Park - Chainlink fence enclosure damaged from flooding
Public Works	Johns Pass Park - Jetty sidewalk damaged during Helene. Lifted several panels and removed one.
Public Works	Johns Pass Park - Restrooms fascia damaged
Public Works	Johns Pass Park - 9 Picnic tables gone
Public Works	Johns Pass Park - Camaera Damaged from Pole falling
Public Works	130th Parking lot - New Asphalt scraped in several locations and striping scraped from sand cleanup
Public Works	130th Parking Lot / Access - landscaping in dune area damaged from flooding
Public Works	130th Parking Lot / Access- Handrail on East side bent
Public Works	130th Parking Lot / Access- Rules sign and location signs missing
Public Works	131st Parking Lot / Access- New Asphalt damaged
Public Works	132nd Parking Lot / Access - Parking lot on West Side Gulf Ln Damaged from flooding
Public Works	132nd Parking Lot / Access - Ashpalt on East parking lot scraped
Public Works	132nd Parking Lot / Access - 23 Parking stops damaged
Public Works	132nd Parking Lot / Access - Beach Signs missing
Public Works	132nd Parking Lot / Access - Concrete Curb damaged
Public Works	133rd Parking Lot / Access - Bollard missing
Public Works	133rd Parking Lot East - Parking lot damaged
Public Works	133rd Parking Lot East - Parking stops missing / damaged 13
Public Works	134th Parking Lot / Access - Boardwalk damaged boards hand rail damaged on East end
Public Works	134th Parking Lot / Access - New Asphalt damaged
Public Works	134th East Parking lot - 7 parking stops damaged

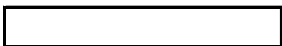
Public Works	135th Parking Lot / Access - New Asphalt Damaged
Public Works	135th Parking Lot / Access - Beach Bench Missing
Public Works	Gulf Blvd Undergrounding - 4" conduit from 132nd to 135th on Gulf Ln compacted with sand and needs replaced
Public Works	136th Parking Lot / Access - Beach Walk over completely destroyed
Public Works	136th Parking Lot / Access - Paver driveway damaged on South side
Public Works	137th Access - Palm trees, and agave's gone
Public Works	140th Access - Whole access sloped and damaged on East and West Side
Public Works	Tom & Kitty Stuart Park - Seawall replacement
Public Works	Tom & Kitty Stuart Park - Beach Walkover gone
Public Works	Tom & Kitty Stuart Park - Parking lot pavers 50% damaged or missing
Public Works	Tom & Kitty Stuart Park - Bathroom Replacement
Public Works	Tom & Kitty Stuart Park - Landscaping & Irrigation gone
Public Works	Tom & Kitty Stuart Park - Utilites damaged
Public Works	142nd Access - Concrete walkway undermined from flood and collapsed during cleanup
Public Works	148th Access - Concrete walkway undermined from flood and collapsed during cleanup
Public Works	149th Access - Concrete walkway damaged from flood
Public Works	Beach Accesses - All signs on East and West side missing along with post U Channel Post
Public Works	Archibald Park - Asphalt damaged
Public Works	Archibald Park - Concrete curb and sidewalk damaged
Public Works	Archibald Park - Sit wall missing top caps and severely damaged
Public Works	Archibald Park - Shower pads and railing damaged
Public Works	Archibald Park - Electric to all light post flooded
Public Works	Archibald Park - Handrail damaged on N driveover
Public Works	Archibald Park - Landscaping severely damaged
Public Works	Archibald Park - Exit Pillar Damaged
Public Works	Archibald Park - Parking Stops missing
Public Works	154th Access - Concrete walkway damaged from flood
Public Works	154th Access - All signs missing
Public Works	Patriot Park - All Electrical Damaged due to flooding. New conduit and panels needed
Public Works	Patriot Park - Seawall Bollard Lights damaged due to flooding
Public Works	Patriot Park - Landscaping Damaged from flooding (Heros garden & Oak trees)
Public Works	133rd & Boca Ciega Ave - Seawall Cap is cracked
Public Works	133rd & Boca Ciega Ave - Bollards and Paver damage
Public Works	131st & Boca Ciega Dr. Street End- Seawall Cap damaged by neighbors dock
Public Works	Gulf Blvd Medians - 11 planted medians plants damaged by flooding along with Ground cover of shell

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Estimated Cost to Repair or Replace
\$ 96,965.00
\$ 26,725.00
\$ 1,300.00
\$ 39,500.00
\$ 50,000.00
\$4,422.54
\$ 5,000.00
\$50K - \$70K
\$ 7,250.00
\$ 301,201.25
\$6,000 - \$8,000
\$ 6,838.40
\$ 10,000.00
\$4,572.00
\$ 1,970.00
\$11,488.13
\$ 277.50
\$5K - \$10K
1 hour staff time
\$300
\$29,500
\$2,300
\$300
\$100
\$1,300
\$700

\$461
\$65K - \$75K
\$9,135
\$7,525
\$5K
150K
\$15K - \$20K
Included in Arch
\$100,000

\$5K
\$ 494,680.00
\$ 494,680.00
\$19,235
\$ 494,680.00
\$42,700
\$5K
\$ 2,500.00
\$ 800.00
\$200
\$ 6,100.00
\$10K - \$50K
\$5K - \$10K
\$5K
\$350
\$2,500
\$10k-30K



Current Status of Repair or Replacement
COMPLETED
COMPLETED
COMPLETED
COMPLETED
COMPLETED
COMPLETED
Rotten wood removed and replacement of pine completed
Engineering received and waiting for proposal- Working on RFP to place out
COMPLETED
Quote Recieved from Keystone for Milling and Resurfacing waiting for Karen & FEMA on how to
Completed
Completed
New installation of wood barrier and landscaping completed. Grant Funded dune planting with KPB Scheduled 5-27-25 COMPLETED
Completed by Smith Fence
Waiting on design plans to send to Army Corp, Pinellas County, & FDEP
Completed
Completed
Completed
Quote Recieved from Keystone for Milling and Resurfacing waiting for Karen & FEMA on how to
Agaves still in place - working on plan for ground cover. Grey rock still present but areas covered
Staff straightened
Completed
Quote Recieved from Keystone for Milling and Resurfacing waiting for Karen & FEMA on how to
Keystone removed and repalced on November 11, 2024
Quote Recieved from Keystone for Milling and Resurfacing waiting for Karen & FEMA on how to
Replaced
COMPLETED
Quote Recieved from Keystone for Milling and Resurfacing waiting for Karen & FEMA on how to
Replaced
Quote Recieved from Keystone for Milling and Resurfacing waiting for Karen & FEMA on how to
Replaced missing COMPLETE
Completed
Quote Recieved from Keystone for Milling and Resurfacing waiting for Karen & FEMA on how to
Completed

Quote Recieved from Keystone for Milling and Resurfacing waiting for Karen & FEMA on how to Replaced

Project started back Feburary 6th and contractor is replacing damaged conduit

Walkover demo complete, replacmeent cost \$60,028. Mobi Mat in place \$4,995.00

Completed

Staff recommendation to leave green buttonwoods and not to repalce any missing due to upcoming PC project to mitigate liftstation

Access open and condo on the North side has replaced their wall.

Engineering PO issued \$16,800.00 , design complete waiting for new site plan for whole park

Waiting on new site plan to include new elevated prefab restroom

Waiting on new site plan to include new elevated prefab restroom

Information recieved from CXT waiting for City Staff to reivew - Contractor on Sourcewell

Contract and has a 5 month lead time - Waiting on new site plan to elevate prefab bathroom to

Waiting on new site plan to include new elevated prefab restroom

Waiting on new site plan to include new elevated prefab restroom

COMPLETED and Planted

Quote Recieved for \$100K looking for alternative repairs

Minor hazard at the west end where the concrete meets the seawall and has sunk from undermi

COMPLETED

Completed

Completed

Completed

Completed

Completed

Completed

Working on landscape plan

Completed

Completed

damaged panels removed - neighbor to the norths fence is damaged and they have been

Completed

Electrical repair for building and park Completed -July wiring undground burnt from flooding.

Park is running on the last leg or power. Will need to rerun all new power if another issue

Electrician looking for alternative. Electric or solar

Waiting for Military Court of Honor to be completed and then will work to replant trees killed by th

Crack is minor and not structural at this time

Pavers repaired

Seawall Cap ok - minor concrete damage from Coast Guard dock. Crack is not structural and doenst need to be repaired

Medians on the beautification list - all medians with palms will get 57 rock and the remainder will be planted with a mix of agaves

Waiting for 135th and 141st meters to be released from Duke - All wiring has been replaced 7-
Electrician trying to located unground break 7-14-25. 8-6-25 Contractor belive they have the
locatin of the breaks and are working to find the break and repair. When the lights were
installed the contract did not place the wire in conduit so it is a bare wire underground which is
Scheduled fro week of 4/7/25
Completed

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proceed

proceed

d in sand

proceed

proceed

proceed

proceed

proceed

proceed

nig

re flood.

14-25

Particulars To Date

payment received date Credit

HELENE

Claim#431787 (432475; 432461; 432463) ACV		
payment for loss and damages - Hurricane Helene.	1/2/2025	151,465.55
Kubota tractor 55730 - Insurance A/R from		
Hurricane Helene	1/29/2025	27,979.03
PW equipment under Building - Insurance A/R from		
Hurricane Helene	1/29/2025	19,681.69
Flood Insurance - claim number 1240016064 , for a		
loss that occurred during Hurricane Helene		
09/26/24	2/19/2025	43,444.91
Elgin Street Sweeper - Insurance A/R from Hurricane		
Helene	2/25/2025	295,000.00
Rec'd Ins. Premium refund for lost vehicles	3/18/2025	2,668.00
Payment #3 - Hurricane Helene	3/19/2025	122,100.21
Payment #4 - Hurricane Helene	4/23/2025	39,560.76
Payment #5 - Hurricane Helene	6/2/2025	61,793.51
Payment #6 - Hurricane Helene	6/24/2025	90,452.41
Payment #7 - Hurricane Helene	7/9/2025	159,072.99
Payment #8 - Hurricane Helene	PENDING	22,095.53
		\$ 1,035,314.59

MILTON

Hurricane Milton - Recreation Center	1/21/2025	\$ 78,869.47
Location#2 Rec Center 200 Rex Place	2/13/2025	\$ 6,300.00
Payment #3 - Hurricane Milton	5/6/2025	\$ 17,014.72
Payment #4 - Hurricane Milton	6/24/2025	\$ 6,412.65
		\$ 108,596.84

Comment

Payment#1

Payment #2 Kubota tractor 55730 - Insurance A/R
from Hurricane Helene
combined with Kubota payment BPP for location
024 - Insurance A/R from Hurricane Helene

Wright National Flood Insurance

Street Sweeper

Premium Refund From Insurance

Payment #3

Payment #4

Payment #5

Payment #6

Payment #7

Payment #8

Payment for Milton

Payment for Milton

Payment for Milton

Payment for Milton

Helene		FEMA	STATE
	6/20/2025 Roadway repairs	\$23,382.00	\$3,897.00
Pending	JPV Bell Tower & Welcome Center	\$ 3,508.01	\$1,169.33
Pending	Patriot Park	\$11,490.46	\$3,830.15

Milton

2025 John's Pass Seafood Festival

2025 John's Pass Seafood Festival						
	Estimated	Actual			Estimated	Actual
Total Expenses	\$ 187,370.24	\$ 194,882.04		Total Revenue	\$ 201,671.68	\$ 201,671.68
Advertising	Estimated	Actual	Column1	Vendors	Estimated	Actual
Social Media	\$ 1,000.00	\$ 749.96		Paid Vendors	\$ 64,456.00	\$ 64,456.00
Tampa Bay Newspapers	\$ 4,873.50	\$ 4,873.50		Invoiced	\$ -	\$ -
Spectrum	\$ 7,000.00	\$ 6,639.61		Application Fees	\$ -	\$ -
Radio	\$ 7,490.00	\$ 7,489.98		Gather Tickets	\$ 2,100.00	\$ 2,100.00
Nexstar Digital	\$ 15,000.00	\$ 14,999.99		Total	\$ 66,556.00	\$ 66,556.00
Total	\$ 35,363.50	\$ 34,753.04				
				Registrants	Estimated	Actual
Stage Sound	Estimated	Actual	Column1	Beer & Water	\$ 48,124.96	\$ 48,124.96
Bluewater Productions	\$ 17,000.00	\$ 17,000.00		Tips	\$ -	\$ -
Stage	\$ 3,650.00	\$ 3,650.00		Shirts	\$ -	\$ -
Music	\$ 31,200.00	\$ 31,200.00		Alcohol	\$ -	\$ -
Digital Sign Truck	\$ 4,350.00	\$ 4,350.00		Total	\$ 48,124.96	\$ 48,124.96
Magician	\$ 1,900.00	\$ 1,900.00				
Stage Riser	\$ 550.00	\$ 550.00		Parking	Estimated	Actual
Total	\$ 58,650.00	\$ 58,650.00		Parking-\$25/event	\$ 23,990.72	\$ 23,990.72
Food & Beverage	Estimated	Actual	Column1			
Beer	\$ 8,982.82	\$ 8,982.82		Total	\$ 23,990.72	\$ 23,990.72
Ice	\$ 1,675.00	\$ 1,675.00				
OG Beer	\$ 672.00	\$ 672.00		Sponsors	Estimated	Actual
Soda	\$ 4,200.00	\$ 4,278.32		VSPC Sponsorship	\$ 25,000.00	\$ 25,000.00
Alcohol	\$ 4,234.64	\$ 4,546.91		VSPC Marketing	\$ 25,000.00	\$ 25,000.00
Total	\$ 19,764.46	\$ 20,155.05		Beggins	\$ 2,500.00	\$ 2,500.00
				Beachcomber	\$ 2,500.00	\$ 2,500.00
Supplies/Operations	Estimated	Actual	Column1	Everett	\$ 1,000.00	\$ 1,000.00
10 x 10 Tents	\$ -	\$ -		Hero To A Child	\$ 1,000.00	\$ 1,000.00
Banners	\$ -	\$ -		Tri-City Bolt	\$ 1,000.00	\$ 1,000.00
Camera Battery	\$ -	\$ -		Renewal by Anderson	\$ 2,500.00	\$ 2,500.00
Cops	\$ 16,635.00	\$ 16,635.00		Capital Vacations	\$ 2,500.00	\$ 2,500.00
Cups	\$ 2,825.00	\$ 2,825.00				
Donations	\$ -	\$ -		Total	\$ 63,000.00	\$ 63,000.00
Duct Tape / Concrete	\$ -	\$ -				
Food For Cadets	\$ 170.68	\$ 170.68				
Extreme Clean	\$ 2,350.00	\$ 2,350.00				
Sheriff's Explorers	\$ 2,000.00	\$ 2,000.00				
Grease / Grey	\$ 1,000.00	\$ 1,200.00				
Hay/Straw	\$ -	\$ -				
Restroom Cleaning	\$ 1,305.00	\$ 1,305.00		Net Revenue	Estimated	Actual
Photographer	\$ 8,000.00	\$ 8,000.00			\$ 14,301.44	\$ 6,789.64
Port-O-Lets	\$ 6,035.00	\$ 6,035.00				
Overtime	\$ 6,000.00	\$ 2,843.94				
Radios	\$ -	\$ -				
Road Barrels	\$ 1,770.85	\$ 1,770.85				
RV	\$ 1,000.00	\$ 980.00				
Shirts	\$ 2,500.00	\$ 2,560.00				
Stickers	\$ 376.00	\$ 376.00				
Tent	\$ 3,730.00	\$ 3,730.00				
Temp Staff Help	\$ 337.50	\$ 337.50				
Staff Food	\$ 37.25	\$ 37.25				
Towels	\$ -	\$ -				
Trash Bags	\$ -	\$ -				
Trolley	\$ 17,520.00	\$ 17,520.00				
Total	\$ 73,592.28	\$ 70,676.22				
Gather For Grouper	Estimated	Actual				
Wristbands	\$ 302.68	\$ 302.68				
Sweet Fleet Band	\$ 3,500.00	\$ 3,500.00				
Emmit	\$ 1,000.00	\$ 1,000.00				
Restaurant Depot - Supplies	\$ 868.07	\$ 868.07				
Wild Caught Seafood	\$ 2,277.50	\$ 2,277.50				
Ice Sculpture	\$ 598.00	\$ 598.95				
Rental Equipment	\$ 715.00	\$ 715.28				
Shrimp - Hubbards	\$ 700.00	\$ 625.00				
Food Prep	\$ 200.00	\$ 200.00				
Amazon	\$ 295.23	\$ 295.23	Silverware/Plates			
4Imprint - Napkins	\$ 210.00	\$ 210.00				
Fresh Market	\$ 5.94	\$ 5.94				
Winn-Dixie	\$ 49.08	\$ 49.08				
Total	\$ 10,721.50	\$ 10,647.73				
Total	\$ 198,091.74	\$ 194,882.04				



FOR: Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Jay Hatch, Recreation Director
MEETING: August 13, 2025
SUBJECT: Special Event Agreement – ROC Park – Drop Dead Beach Bash

Background

Staff is seeking approval of a proposed agreement between the City of Madeira Beach and ROC Park, Inc. for the planning and execution of the annual Drop Dead Beach Bash. The agreement, if approved, would be valid for the 2025 event occurrence, scheduled to take place at the Madeira Beach Recreation Complex from September 26-28, 2025.

The proposed contract outlines ten terms and conditions for both parties to follow. These include requirements related to host sponsor recognition, marketing and media rights, staffing and cost recovery, insurance and indemnification, and coordination with emergency services.

Key terms of the proposed agreement include:

The City of Madeira Beach would be recognized as the official Host Sponsor and would waive all fees related to the use of City recreational facilities for the event.

ROC Park would reimburse the City for any staffing costs incurred due to City personnel working during the event.

ROC Park would be required to provide general liability insurance naming the City as an additional insured, and submit a certificate of insurance no later than 30 days prior to the event.

ROC Park would coordinate with appropriate emergency service agencies to ensure proper safety planning.

The event application has already been completed and is included in the meeting packet as required by City ordinance.

If approved, the initial event under this agreement is scheduled as follows:

Event: Drop Dead Beach Bash

Dates: September 26-28, 2025

Location: ROC Park

Event Hours:

September 26: 6:00 PM - 11:00 PM

September 27: 4:00 PM - 10:00 PM

September 28: 10:00 AM - 3:00 PM

The Drop Dead Beach Bash is a music festival benefiting ROC Park and is intended to become an annual event pending successful execution and compliance with the agreement. Upon Commission approval, the agreement will be executed and preparations for the 2025 event will proceed in accordance with its terms.

Fiscal Impact

\$550.00 (\$50 per hour, Resident Rate) – Field and Stage Rental for Event – Waived

\$450.00 (\$90 per hour, Resident Rate) - Patio Rental – Waived

\$1,440.00 - Room Rental – Waived

\$50.00 Per Day (x2) – Bar Trailer

\$250.00 Per Day (x2) – Restroom Trailer

\$683.50 (10 Trash Cans x 2 Days, Dumped Each Day) – Sanitation Dump Fee

Waived – \$2,440.00

To Be Invoiced - \$1,283.50

Recommendation

Staff recommend approval of the proposed contract.

Attachments

Proposed Contract

Special Event Application

**AGREEMENT BETWEEN THE CITY OF MADEIRA BEACH AND ROC PARK, INC.
For Drop Dead Beach Bash**

This Agreement is entered into by and between the **City of Madeira Beach** (“CITY”) and **ROC Park, Inc.** (“ROC PARK”) for the planning and execution of the **Drop Dead Beach Bash** (“Event”), to be held at the Madeira Beach Recreation Complex.

1. EVENT APPLICATION & ADDENDUM

ROC PARK shall submit a completed event application for each annual Event to the CITY no fewer than sixty (60) days and no more than three hundred sixty-five (365) days prior to the first scheduled day of the Event, in accordance with City ordinance. ROC PARK shall also adhere to all guidelines and requirements outlined in the Event Addendum provided by the CITY. Failure to comply with this requirement may result in termination of this Agreement.

2. HOST SPONSOR RECOGNITION

The CITY shall be recognized as the Host Sponsor for the Drop Dead Beach Bash. In exchange, the CITY agrees to waive all fees related to the use of CITY recreational facilities for this Event.

3. MARKETING & MEDIA RIGHTS

ROC PARK agrees to grant the CITY full rights to use any and all video content, images, promotional materials, publications, and marketing collateral created for or as a result of the Event. These materials may be used by the CITY for pre-event, in-event, and post-event promotions, both digital and print.

4. STAFFING & COST RECOVERY

While the CITY waives all fees for use of CITY recreational facilities related to the Event, ROC PARK agrees to reimburse the CITY for any hourly-wage staff costs incurred as a result of CITY staff required to work during the Event. This includes payment at the applicable billable hourly wage plus benefits rate for all staff assigned by the CITY. Staff who volunteer during their personal time and are not scheduled by the CITY shall not be included in the reimbursement.

Rental of the restroom and bar trailer has been requested by ROC PARK for the event. The items will be available at a daily rental cost, listed below:

Restroom Trailer : \$250 per day

Bar Trailer : \$50 per day

5. TERM & TERMINATION

This Agreement is in effect for the 2025 Event occurrence. Either party may terminate this Agreement by providing written notice no less than one (1) year prior to the scheduled start date of a future Event.

6. LIMITATION OF FEE WAIVER

The CITY's waiver of recreational facilities fees applies exclusively to the Drop Dead Beach Bash. No other events hosted by ROC PARK or third parties on CITY property shall benefit from this waiver. Furthermore, fees incurred by other CITY departments in connection with the Event (e.g., Fire/EMT, Sanitation, etc.) shall not be waived and remain the responsibility of ROC PARK.

7. EMERGENCY SERVICES & SAFETY PLAN

ROC PARK shall coordinate with the Madeira Beach Fire Department, Emergency Medical Services (EMS), and the Pinellas County Sheriff's Office to ensure proper safety planning for the Event.

8. INSURANCE & INDEMNIFICATION

ROC PARK shall obtain and maintain general liability insurance with minimum coverage limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for the duration of the Event. The CITY shall be named as an additional insured on the policy. A certificate of insurance must be submitted to the CITY no later than 30 days prior to the Event.

ROC PARK agrees to indemnify, defend, and hold harmless the CITY, its officers, employees, and agents from and against any and all claims, liabilities, damages, costs, and expenses, including reasonable attorney's fees, arising out of or related to ROC PARK's operations, use of CITY property, or conduct of the Event.

9. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to acts of God, weather, war, pandemic, government restrictions, or other events beyond their reasonable control (“Force Majeure”). In the event the Event is canceled due to Force Majeure, the CITY's waiver of fees shall not automatically carry over to any rescheduled date unless otherwise agreed upon in writing by both parties.

10. AMENDMENT

This Agreement may be amended only by a written instrument signed by authorized representatives of both the CITY and ROC PARK.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below:

APPROVED BY THE BOARD OF
COMMISSIONERS THIS ____ DAY OF
_____ 2025.

AS AGREED THIS ____ DAY OF
_____ 2025.

City of Madeira Beach

ROC Park, Inc

**CITY OF MADEIRA BEACH
SPECIAL EVENTS APPLICATION**

EVENT INFORMATION:

Public Event Name: Drop Dead Beach Bash 3

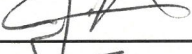
Location: 200 Rex Place, Madeira Beach FL 33708

Set Up Time: 9/25/25 - 9:00AM **Breakdown (Prior to):** 9/28/25 - 5:00PM

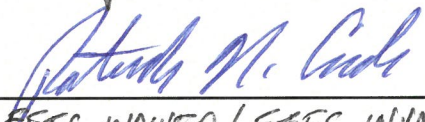
Event Dates: 9/26/25 - 9/28/25

Event Start (Date/Time): 5PM/4PM/10AM **Event End (Date/Time):** 11PM/10PM/3PM

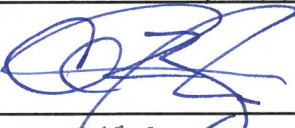
APPLICATION REVIEWS

Recreation Department Official: 

Notes Conditions: FOLLOW CONTRACT

Finance Department Official: 


Notes Conditions: FEES WAIVED / FEES INVOICED

Fire Department Official: 

Notes Conditions: AWARENESS FOOD TRUCKS NEED TO PASS INSPECTION

Sheriff's Department Official: CONTACTED PCSO

Notes Conditions: N/A

Public Works Department Official: 

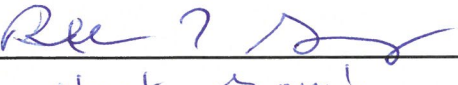
Notes Conditions: SAT & SUN SANITATION COLLECTION

Planning/ Zoning Department Official: N/A

Notes Conditions: ALCOHOL PERMIT TO BE APPLIED FOR

Parking Department: N/A

Notes Conditions: N/A

City Manager: 

Notes Conditions: thank you!

**CITY OF MADEIRA BEACH
SPECIAL EVENTS APPLICATION**

EVENT INFORMATION:

Public Event Name: Drop Dead Beach Bash 3

Location: 200 Rex Place, Madeira Beach FL 33708

Set Up Time: 9/25/25 - 9:00AM **Breakdown (Prior to):** 9/28/25 - 5:00PM

Event Dates: 9/26/25 - 9/28/25

Event Start (Date/Time): 5PM/4PM/10AM **Event End (Date/Time):** 11PM/10PM/3PM

Pre-Event Min. 60 Days:

Application & Fee ☒ **NOTES:** Application fee paid.

Site Map ☒ Attached.

Pre-Event Min. 60 Days:

Pinellas County Sheriffs ☒ **NOTES:** Contacted.

Maderia Beach Fire/ Emergency Medical ☒ N/A

Department of Transportation ☒ N/A

Pre-Event Min. 30 Days:

Event Insurance ☐ **NOTES:** Still needed

Alcohol Permit ☐ Still needed

Final Site & Parking Plan ☒ Attached.

Event Timeline & Onsite Contact Info ☒ Attached.

Event Fees ☒ Fee paid.

Post-Event Min. 30 Days:

Final Payments ☐ **NOTES:**

Recap Meeting with Staff ☐

Event Approval

Application Approval ☐ **NOTES:**

City of Madeira Beach Event Fees					
Drop Dead Beach Bash 3	Fee	Quantity	FEES DUE	FEES PAID	DATE PAID
Application Fee	\$100.00	1	\$100.00	\$100	7/7/2025
Bar Trailer Rental	\$50.00	2	\$100.00	\$0	
Restroom Trailer	\$250.00	2	\$500.00	\$0	
Sanitation Collection Fee - Trash Cans	\$68.35	10	\$683.50	\$0	
Balance Due			\$1,283.50	\$100.00	





Menu

eventeny

Beach



Community

Refer
&
Earn

Messages



Events

Jay Hatch
Administrator

Status: Awaiting

Message



List

Submission Detail

Department

User Information

NAME

Drop Dead

EMAIL

ddbeachbash@gmail.com

STATUS

Awaiting Decision

TAGS

Tags

Additional Information

Edit

Name of Event

Drop Dead Beach Bash 3

Date(s) of the Event

September 26 - 28, 2025

Alternate Date(s) of Event

N/A

Location of the Event

ROC Park

Event Set-Up Date and Time

Event setup will start at 9AM on Thursday September 25

Hours of Event

5:00-11:00PM on 9/26, 4:00-10:00PM on 9/27, and 10AM - 3PM on 9/28.

Event Map



Parking Map

DDBB Parking Plan

We have arranged for a shuttle bus from our host hotel to the Salt Water Hippie/ROC Park area.

We will also use general public parking that is available in the area.

Event Breakdown Date and Time

Sunday 9/28, 10AM -5PM

Purpose of the Event

Music Festival raising funds for R.O.C. Park.

Description/Activities of Event

Full Band style Live music on the ROC Park big stage on Friday and Saturday nights. Songwriter show mid day on Sunday. Silent Auction, raffles, and games will raise money for ROC Park.

Estimated Daily Attendance

300

Alcoholic Beverages: (Please check all that apply)

Beer, Wine, & Liquor

Amplified Sound

Yes

If yes, time sound will begin & end.

6-11PM on Friday, 5-10PM on Saturday, 10AM-3PM on Sunday.

Food Trucks

Yes

Restrooms: Besides the restrooms within the facility, how many additional?

Restroom trailer rented from the city.

Road CLosure: Will you require a road closure for your event?

No

Sanitation Plan

Trash will be hauled out to pickup point each night in accordance with city plans for daily pickup.

Trash Cans – How many will you need? (\$5 each)

10

3 Yard Dumpster – How many will you need? (\$128 per dumpster)

0

Security/EMT: Do you plan to have security or EMT onsite?

Yes

Temporary Structures

3 10×20 frame tents, plus 5 10×10 popup tents.

Event Application Signature

Melanie Howe

Device and location locked

Payment

Payment method

[Update payment method](#)

1  •••• 4191 07/2029 37701

Title	Quantity	Amount	Sales tax	Fees	Refunded	Net (Paid)	Status – Receipt	Created	Comments
Application Fee	1	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	<ul style="list-style-type: none"> Charged 07/07/2025 1323-7861 🔗	Yesterday 3:16 pm	

Invoice

#	Title	Amount	Sales Tax	Refunded	Net	Invoice number	Status – Receipt	Description
---	-------	--------	-----------	----------	-----	----------------	------------------	-------------

No invoices have been added. Click on + Invoice to add your first invoice.

Contracts

[Name ↓](#)

[Owner](#)

[Status](#)

[Last updated](#)

Tickets

Ticket name	Confirmation code	Charged amount	Holder email	Issued on
-------------	-------------------	----------------	--------------	-----------

Office Notes

This section is only visible to you and your team.

Event References

Name	Email	Event Name
Danielle Diaz	sailawaypromo@gmail.com	Pardi-Gras
Paul Bobal	paul@tallpaul.com	Bobal Fest
Suzanne Calhoun	suzcalhoun@gmail.com	Meeting of the Minds

MEMORANDUM

TO: City Commission
FROM: Robin I. Gomez, City Manager
DATE: Aug 13, 2025
RE: Potential Property Purchase – 50 153rd Ave

Background

City and property owner, Engaging Heaven Ministries, have entered into a tentative agreement for the City to purchase/acquire the parcels identified below with an address of 50 153rd Ave for the purposes of building a Public Works Building/Facility to relocate the PW yard at the City's Marina location.

Discussion

Purchase Details:

- Purchase incorporates the three (3) enclosed/listed parcels totaling approximately 0.71 acres, 30,836 square feet
- City has obtained 1 of 2 required appraisals – property owner obtained their own independent appraisal
- Pending Commission direction, City would obtain the required 2nd appraisal over the next weeks
- Currently, the City has an approved design services work order for an approximate 7,500 square feet Public Works facility to be built at the City Marina location. Depending on the Commission's direction, location of said building would change to this locale
- Current purchase price of \$4,600,000.00. City would fund with undesignated reserves, a loan from the Parking Fund, and the possibility of grant-funding
- Current owner would continue occupying property for six (6) months after closing



Memorandum

Meeting Details: February 12, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Public Works / Satellite Building Department Design

Background

The public works department is bringing a proposal to the Board of Commissioners for the design of a new public works facility that will incorporate a satellite office for the building department and the possibility of adding training facilities for the fire department. Currently the Public Works department is working out of a shed that was constructed over 20 years ago and is open to all elements and the mechanic and sanitation employees are housed off the island. The proposed new building will be 135ft by 55ft and will have a second story office and break area and multiple bays which will bring the mechanic back to the island and allow us to downsize on rental space.

The proposal for engineering services is broken down into two tasks. Task one covers all geotechnical investigation which includes boring samples to check the soil type for which foundation will be needed. Task two covers all construction documents, permitting services, Construction administration services, and project certifications. Items that will not be covered by task two are Boundary and topographic survey, traffic studies, design of roadway improvements, Lift station design, FDOT permitting, and public hearings.

Fiscal Impact

The fiscal impact for the engineering services is \$62,050.00. Between the Public Works Department and the building department FY25 has \$1.5 million budgeted towards the design and construction of the new facility.

Recommendation(s)

Staff recommends the Board of Commissioners approve the engineering proposal with Pennoni for the Public Works building in the amount of \$62,050.00.

Attachments

- Pennoni Proposal
- Site location with proposed building size



APPRAISAL DEVELOPMENT INTERNATIONAL, INC

PO Box 1212, Tampa FL 33601
Tel: Pinellas (727) 726-8811 Hillsborough (813) 258-5827
Toll Free 1-888-683-7538 Fax: (813) 258-5902

www.appraisaldevelopment.com

**RESTRICTED
APPRAISAL REPORT
Of
50 153rd AVE
MADEIRA BEACH, FL 33708
PINELLAS COUNTY**



FOR:
ENGAGING HEAVEN MINISTRIES INC
SEMINOLE, FL

EFFECTIVE DATE
September 3rd, 2024

Our File # 24099



APPRAISAL DEVELOPMENT INTERNATIONAL, INC

PO Box 1212, Tampa FL 33601
Tel: Pinellas (727) 726-8811 Hillsborough (813) 258-5827
Toll Free 1-888-683-7538 Fax: (813) 258-5902
IRS Tax ID: 20-0651056

www.appraisaldevelopment.com

September 11th, 2024

Pastor James Levesque,
Engaging Heaven Ministries Inc.,
7276 Islamorada Cir,
Seminole, FL 33777

RE: CHURCH PROPERTY, 50 153rd AVE, MADEIRA BEACH, FL 33708

OUR FILE # 24099

Dear Pastor Levesque,

Thank you for the opportunity to provide appraisal services for the above-referenced property. It is my understanding that I am appraising the real estate in a **Restricted Appraisal Report** format for establishing the *Market Value in Fee Simple* of the property for administration purposes as of September 3rd, 2024.

A statement of Scope, Limiting Conditions and Certification can be found in the addenda. Since this is a Restricted Appraisal Report, we are obligated to remind you that the report cannot be understood properly without additional information in our work files. Following therefore is a brief outline of our findings.

Sincerely,

A handwritten signature in blue ink, appearing to read 'P. Willies', with a stylized flourish extending to the right.

Paul T. Willies,
State-Certified General Real Estate Appraiser # RZ2762

Client/Intended user:	Engaging Heaven Ministries Inc 7276 Islamorada Cir Seminole, FL 33777
Intended use:	For the sole use by the client in establishing the <i>Market Value in Fee Simple</i> of the subject real estate for administration purposes as of September 3 rd , 2024. This report is not intended for any other use. The appraiser is not responsible for unauthorized use of this report.
Competency of the Appraiser:	The Appraisers' specific qualifications are included within this report. These qualifications serve as evidence of competence for the completion of this appraisal assignment in compliance with the competency provision in USPAP. The appraisers' knowledge and experience, combined with his professional qualifications, are commensurate with the complexity of the assignment. The appraiser has previously provided consultation and value estimates for similar properties in Brevard, Miami-Dade, Collier, Monroe, Manatee, Sarasota, Hillsborough, Pinellas, and Pasco Counties.
Disclosure of previous interest (if any) in the prior three years:	I have had no interest in the property in the prior three years or been involved in any aspect of marketing, consultancy, or any position of ownership or management regarding the subject of this appraisal.
Type of Appraisal:	This report is a Restricted Appraisal Report in accordance with Standard Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice 2024-2025 edition. As such, it presents no discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file.
Objective of the Assignment:	To develop an opinion of the <i>Market Value in Fee Simple</i> of the subject real estate as of September 3 rd , 2024, for administration purposes as set forth in this appraisal report.
Effective date:	September 3 rd , 2024
Date of inspection:	September 3 rd , 2024
Date of report:	September 11 th , 2024
Scope of work:	Refer to the attached Scope and Limiting Conditions.

Identification of real estate: 50 153rd Ave
Madeira Beach, FL 33708

Pinellas County Parcel #: 09-31-15-00000-240-0600
09-31-15-52614-004-0140
09-31-15-52614-004-0160

Jurisdiction: City of Madeira Beach

Property Type: Industrial/Church

Ownership: According to Pinellas County Property Appraiser the property is owned by:

Engaging Heaven Ministries Inc
7276 Islamorada Cir
Seminole, FL 33777



Site Description: According to Pinellas County Property Appraiser's GIS mapping system and by personal inspection, the subject site is located at the SW corner of the intersection of 153rd Ave and 1st Street with a combined total of 30,836 sq. ft. (0.71 acres +/-). The overall property is flat at street level and has 161' frontage on 153rd Ave and appears to have adequate drainage. Centrally on the north boundary of 1st Street is a city owned lift station.

Improvements:

The following is a brief description of the subject's improvements.



The combined property is improved with three buildings. These are considered interim use to the projected Highest and Best Use.

Building 1 – Church

A single-story concrete block building originally built in 1973 and built out as a church most recently renovated in 2022/2023 on purchase with 6,234 gross Sq. Ft. (4,695 leasable/AC space) and divided into with lobby, fellowship hall, meeting room, nursery, restrooms, and kitchen.

The building is considered in average condition.

Building 2 – Retail/Warehouse

This single-story building was originally built in 1960 of concrete block on cement slab foundation and divided between showroom, offices, and warehouse with a total of 4,632 Sq. Ft. (3,624 AC space).

The building is in fair condition.

Building 3 – Warehouse/Garage

This 1,628 Sq. Ft. garage/warehouse is divided into multiple units. Originally built in 1960 and is considered in average condition.

Neighborhood: Located in the Transition District of the Madeira Beach Town Center, Madeira Beach, Florida. Madeira Beach is a barrier island as part of the Gulf Islands of Pinellas County.

Utilities: All utilities are available to the property. Water/sewer/garbage and emergency services provided by City of Madeira Beach.

Zoning/Land Use: C-3 – Retail Commercial - City of Madeira Beach
Overlay: Transition District – Madeira Beach Town Center

Legally permissible:

Parcel	Zoning	SF	Acres	Allowed Temp Lodge Units	Allowed Allowable SF based on FAR	Stories above BFE
093115000002400600	C-2	15,168	0.35	20.89		2
093115526140040140	C-2	10,611	0.24	14.62		2
093115526140040160	C-2	5,057	0.12	6.97		2
		30,836	0.71	42	37,003	

Census Tract: Tract 027801, Block 1010

Flood Zone: Zone AE (EL 10 Feet) FIRM Map Number 12103C0191H, Effective Date August 24, 2021

Legal Description: See the full legal in the addenda of this report.

Tax Value:

Parcel #09-31-15-00000-240-0600

	2024*	%	2023	%	2022	%	2021	%	2020
Market Value:	\$969,602	29.76%	\$747,220	6.32%	\$702,782	8.60%	\$647,133	12.62%	\$574,629
Assessed Value:	\$0	-100.00%	\$747,220	7.47%	\$695,301	10.00%	\$632,092	10.00%	\$574,629
Millage Rate:	15.9798	-1.00%	16.1412	-0.71%	16.2571	-5.02%	17.1166	-1.53%	17.3818
Ad Valorem:	\$0.00	-100.00%	\$12,061.04	6.28%	\$11,348.19	3.97%	\$10,914.40	9.27%	\$9,988.09
Non Ad Valorem:	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00
Total:	\$0.00	-100.00%	\$12,061.04	6.28%	\$11,348.19	3.97%	\$10,914.40	9.27%	\$9,988.09
Paid/Due:	Exempt		\$13,738.81		Paid		Paid		Paid

*Estimated

Parcel #09-31-15-52614-004-0140

	2024*	%	2023	%	2022	%	2021	%	2020
Market Value:	\$635,792	79.10%	\$355,000	14.52%	\$310,000	5.08%	\$295,000	12.60%	\$262,000
Assessed Value:	\$197,731	-40.51%	\$332,351	10.00%	\$302,137	10.00%	\$274,670	10.00%	\$249,700
Millage Rate:	15.9798	-1.00%	16.1412	-0.71%	16.2571	-5.02%	17.1166	-1.53%	17.3818
Ad Valorem:	\$3,159.70	-42.54%	\$5,499.04	10.90%	\$4,958.76	2.67%	\$4,830.00	9.29%	\$4,419.31
Non Ad Valorem:	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00
Total:	\$3,159.70	-42.54%	\$5,499.04	10.90%	\$4,958.76	2.67%	\$4,830.00	9.29%	\$4,419.31
Paid/Due:	Exempt		Paid		Paid		Paid		Paid

*Estimated

Parcel #09-31-15-52614-004-0160

	2024*	%	2023	%	2022	%	2021	%	2020
Market Value:	\$270,024	68.77%	\$160,000	6.67%	\$150,000	20.00%	\$125,000	12.61%	\$111,000
Assessed Value:	\$0	-100.00%	\$147,741	10.00%	\$134,310	10.00%	\$122,100	10.00%	\$111,000
Millage Rate:	15.9798	-1.00%	16.1412	-0.71%	16.2571	-5.02%	17.1166	-1.53%	17.3818
Ad Valorem:	\$0.00	-100.00%	\$2,457.51	7.93%	\$2,277.04	8.00%	\$2,108.30	9.27%	\$1,929.39
Non Ad Valorem:	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00
Total:	\$0.00	-100.00%	\$2,457.51	7.93%	\$2,277.04	8.00%	\$2,108.30	9.27%	\$1,929.39
Paid/Due:	Exempt		Paid		Paid		Paid		Paid

*Estimated

Sales History:

Parcel 09-31-15-00000-240-0600 was purchased Dec 30th, 2022, for \$1,000,000 as recorded in Pinellas County Public Records Book 22308 Page 0879.

Parcel 09-31-15-52614-004-0140 and 09-31-15-52614-004-0160 was purchased Sept 26, 2023, for \$1,300,000 as recorded in Book 22580 Page 0504.

Extraordinary assumptions:

We are not building inspectors and assume that all mechanical and structural elements of the property are in average condition, unless otherwise noted.

Hypothetical conditions:

None.

Real property interest valued:

Fee Simple

Highest and Best Use: 42-unit hotel with ground floor retail
Estimated Exposure Time
And Marketing Period: 3-6 months

Opinion of Value

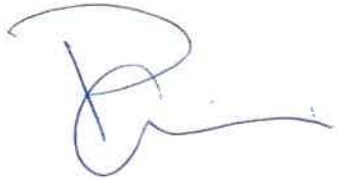
Residual Land Value based on projected 3-story 42 room hotel with 13,900 Sq. Ft. of retail/lobby/support: \$5,262,000

Reconciled: \$5,262,000

Based on the Residual Land Value technique, it is my opinion that the *Market Value* in *Fee Simple* for development purposes as of September 3rd, 2024, was:

FIVE MILLION, TWO HUNDRED & SIXTY-TWO THOUSAND DOLLARS[®]
(\$5,262,000)

Respectfully submitted,



Paul T. Willies
State-Certified General Real Estate Appraiser #RZ2762

Commercial Contract

1. PARTIES AND PROPERTY: QTY OF MADEIRA BEACH, a Florida municipal corporation ("Buyer")

agrees to buy and ENGAGING HEAVEN MINISTRIES INC., a Florida not-for-profit corporation ("Seller")

agrees to sell the property at:

Street Address: 50 153RD AVENUE, MADEIRA BEACH, FL 33708 (3 parcels, as further described in Section 2 3

hereof)

Legal Description: SEE SECTION 23 HEREOF

and the following Personal Property: N/A

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 4,600,000.00

(a) Deposit held in escrow by: TRASK DAIGNEAULT LLP \$ 50,000.00
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: 1001 S. Ft. Harrison Ave., Clearwater, FL Phone: 727-733-0494

(b) Additional deposit to be made to Escrow Agent

☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within ____ days after Effective Date \$ _____

(c) Additional deposit to be made to Escrow Agent

☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within ____ days after Effective Date \$ _____

(d) Total financing (see Paragraph 5) \$ _____

(e) Other \$ _____

(f) All deposits will be credited to the purchase price at closing.

Balance to close, subject to adjustments and prorations, to be paid
via wire transfer.

\$ 4,550,000.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before **June 24, 2025**, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or** _____. Calendar days, based on where the Property is located, will be used when computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

Buyer (*JS*) (_____) and Seller (*JS*) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

(a) **Closing Date:** This transaction will be closed on **September 22, 2025** (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) **Location:** Closing will take place in Pinellas County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or \$_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as **MUNICIPAL PROPERTY**

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within 15 days after Effective Date or at least _____ days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed

Buyer (AS) (_____) and **Seller** ([Signature]) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within 10 days from receipt of the notice ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

(i.) ☒ **Seller** will, within 10 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____, prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☐ **Buyer** will, at ☐ **Seller's** ☐ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: **Seller** warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$_____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

☐ **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 60 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**

Buyer () (_____) and **Seller** () acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) **Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) **Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) **Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

Buyer (RS) () and Seller (JK) () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,

Buyer (RS) () and **Seller** (JS) () acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker:

EXP Realty, LLC,

Jeffrey Lewis

(Company Name)

(Licensee)

10752 Deerwood Park Blvd. #100, Jacksonville, Florida (888)883-8509 (941) 315-8557 a.shahi.broker@exprealty.net

(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

(b) Buyer's Broker: N/A

Buyer (PS) (J) and **Seller** () () acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

CITY OF MADEIRA BEACH, a Florida municipal corporation

(Signature of Buyer) Date: 6-19-25

Robin I. Gomez
(Typed or Printed Name of Buyer) Tax ID No.: _____

Title: City Manager Telephone: 727.580.8014

(Signature of Buyer) Date: _____

(Typed or Printed Name of Buyer) Tax ID No.: _____

Title: _____ Telephone: _____

Buyer's Address for purpose of notice 300 Municipal Drive, Madeira Beach, FL 33708

Facsimile: _____ Email: _____

ENGAGING HEAVEN MINISTRIES INC., a Florida not-for-profit corporation

(Signature of Seller) Date: 6-20-25

James Levesque
(Typed or Printed Name of Seller) Tax ID No.: 32-0193989

Title: President Telephone: 727-221-4337

(Signature of Seller) Date: _____

(Typed or Printed Name of Seller) Tax ID No.: _____

Title: _____ Telephone: _____

Seller's Address for purpose of notice: 50 153rd Avenue, Madeira Beach, FL 33708

Facsimile: _____ Email: _____

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Buyer (Re) (_____) and Seller (SLK) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

RESTRICTED APPRAISAL

**50 153RD AVENUE &
15350 1ST STREET EAST
MADEIRA BEACH, FL 33708**



PREPARED FOR:

**City of Madeira
c/o Ms. Megan Wepfer
50 153rd Avenue
Madeira Beach, FL 33708**



www.pinellascommercialappraisers.com

(727)-306-5896

October 7, 2024

City of Madeira
c/o Ms. Megan Wepfer
50 153rd Avenue &
15350 1ST Street East
Madeira Beach, FL 33708

Re: 50 153rd Avenue & 15350 1st Street East
Madeira Beach, FL 33708
Our File No. 20567593

Dear Ms. Wepfer,

Pursuant to your request, we have prepared an opinion of the market value of the fee simple estate of the aggregate subject property, which is situated on the southwest corner of 153rd Avenue and 1st Street East, City of Madeira, Pinellas County, State of Florida. The subject property is designated on the Pinellas County tax maps as APN: 39-31-15-00000-240-0600, 09-31-15-52614-004-0160 & 09-31-15-52614-004-0140.

The aggregate subject property is comprised of three contiguous parcels forming a corner irregular-shaped parcel of C-3-zoned land containing 30,836± square feet of land area (*0.71 acre*), improved with three (3) one-story on slab buildings, containing a total of 12,494± square feet of above grade gross building area, utilized as a religious facility with storage. At the time of inspection, the subject was fully occupied by a single-tenant and was in average overall condition with limited on-site parking and a land to building ratio of 2.47:1.00. We have considered that an alternative use for the subject property is office use with storage.

The subject property is owned by Engaging Heaven Ministries, Inc, who acquired the property on December 22, 2022 (*50 153rd Avenue*) for a recorded price of \$1,000,000.00 and on September 26, 2023 (*15350 1st Street East*) for a recorded price of \$2,300,000.00; there have been no other arm's length transfers of the subject property in the prior five years. Our valuation date is September 25, 2024, the date we inspected the property. The subject is reportedly not currently under contract of sale nor is it actively undergoing marketing for sale, to the best of our knowledge.

**RELIANT VALUATIONS
REAL ESTATE APPRAISERS AND CONSULTANTS**

City of Madeira
Page 2
October 7, 2024

We are unaware of any easements or encroachments that have a substantial impact on the subject property. However, we have not been provided with a title report, and in the event such a report detailed the existence of an otherwise unknown easement, encroachment or encumbrance, the value conclusion contained herein may be subject to change.

The intended use of the appraisal is expressly for market valuation purposes, with regards to assisting our client with internal asset management, and the intended user of this report is the City of Madeira. *This report may not be utilized by any other client or for any other use without express written permission from the appraiser; we are not responsible for unauthorized use of this report.*

In our valuation of the subject property, sole consideration was placed on the sales comparison approach; the cost and income capitalization approaches were deemed to be not applicable herein.

We are of the opinion that the market value of the fee simple estate of the subject property as of September 25, 2024, was:

TWO MILLION FIVE HUNDRED SIXTY THOUSAND DOLLARS
(\$2,560,000.00)

Very truly yours,



Brian C. Donegan
Practicing Affiliate, Appraisal Institute
State Certified General Real Estate Appraiser
Florida Certificate #RZ4527

CERTIFICATION

I, Brian C. Donegan, certify to the best of my knowledge and belief:

THAT, the statements of fact contained in this report are true and correct;

THAT, the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions;

THAT, I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved;

THAT, I have not performed any services regarding the subject property within the three year period immediately preceding the effective date of this assignment, as an appraiser(s) or in any other capacity;

THAT, I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;

THAT, my engagement in this assignment was not contingent upon developing or reporting predetermined results;

THAT, my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal;

THAT, my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice (USPAP)*;

THAT, I have not made a personal inspection of the property that is the subject of this report;

THAT, no one provided significant real property appraisal assistance to the person(s) signing this certification;

THAT, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;

THAT, the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;

THAT, as of the date of this report, Brian C. Donegan has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.

DATE: October 7, 2024



Brian C. Donegan
Practicing Affiliate, Appraisal Institute
State Certified General Real Estate Appraiser
Florida Certificate #RZ4527

EXPOSURE TIME

Exposure time is generally defined as 1) The time a property remains on the market. 2) The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; Comment Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.”¹

The aggregate subject property consists of a conveniently located religious facility with storage in average overall condition, with limited on-site parking. Were the subject property available for sale, the estimated marketing period is less than one year.

¹ *The Dictionary of Real Estate Appraisal - Sixth Edition*, Appraisal Institute, Chicago, IL, 2015, p 83.

APPRAISAL DEFINITIONS

Market Value²

“The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.” (12 C.F.R. Part 34.42(g); *55 Federal Register* 34696, August 24, 1990, as amended at *57 Federal Register* 12202, April 9, 1992; *59 Federal Register* 29499, June 7, 1994.)”

Fee Simple Estate³

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”

Intended Use⁴

“1. The valuer’s intent as to how the report will be used. 2. (SVP) The use or uses of an appraiser’s reported appraisal or appraisal review assignment opinions and conclusions, as identified by the appraiser based on communication with the client at the time of the assignment. (USPAP, 2016-2017 ed.)”

² *The Dictionary of Real Estate Appraisal – Sixth Edition*, Appraisal Institute, Chicago, IL, 2015, p. 142.

³ *The Dictionary of Real Estate Appraisal – Sixth Edition*, Appraisal Institute, Chicago, IL, 2015, p. 90.

⁴ *The Dictionary of Real Estate Appraisal – Sixth Edition*, Appraisal Institute, Chicago, IL, 2015, p. 119.

Intended User⁵

The client and any other party as identified, by name or type, as user of the appraisal or appraisal review report by the appraiser on the basis of communication with the client at the time of the assignment. (USPAP, 2016-2017 ed.)”

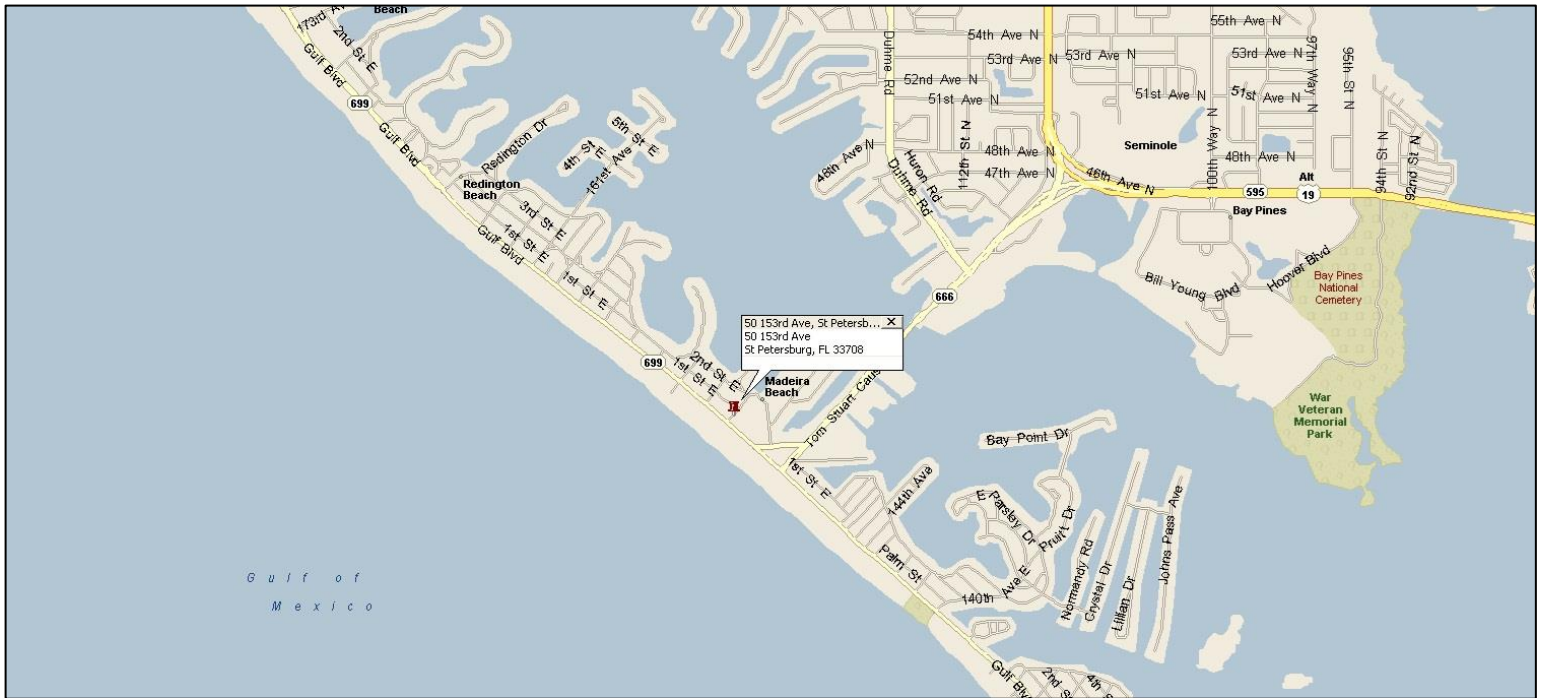
⁵ *The Dictionary of Real Estate Appraisal – Sixth Edition*, Appraisal Institute, Chicago, IL, 2015, p. 119.

UNDERLYING ASSUMPTIONS AND LIMITING AND QUALIFYING CONDITIONS

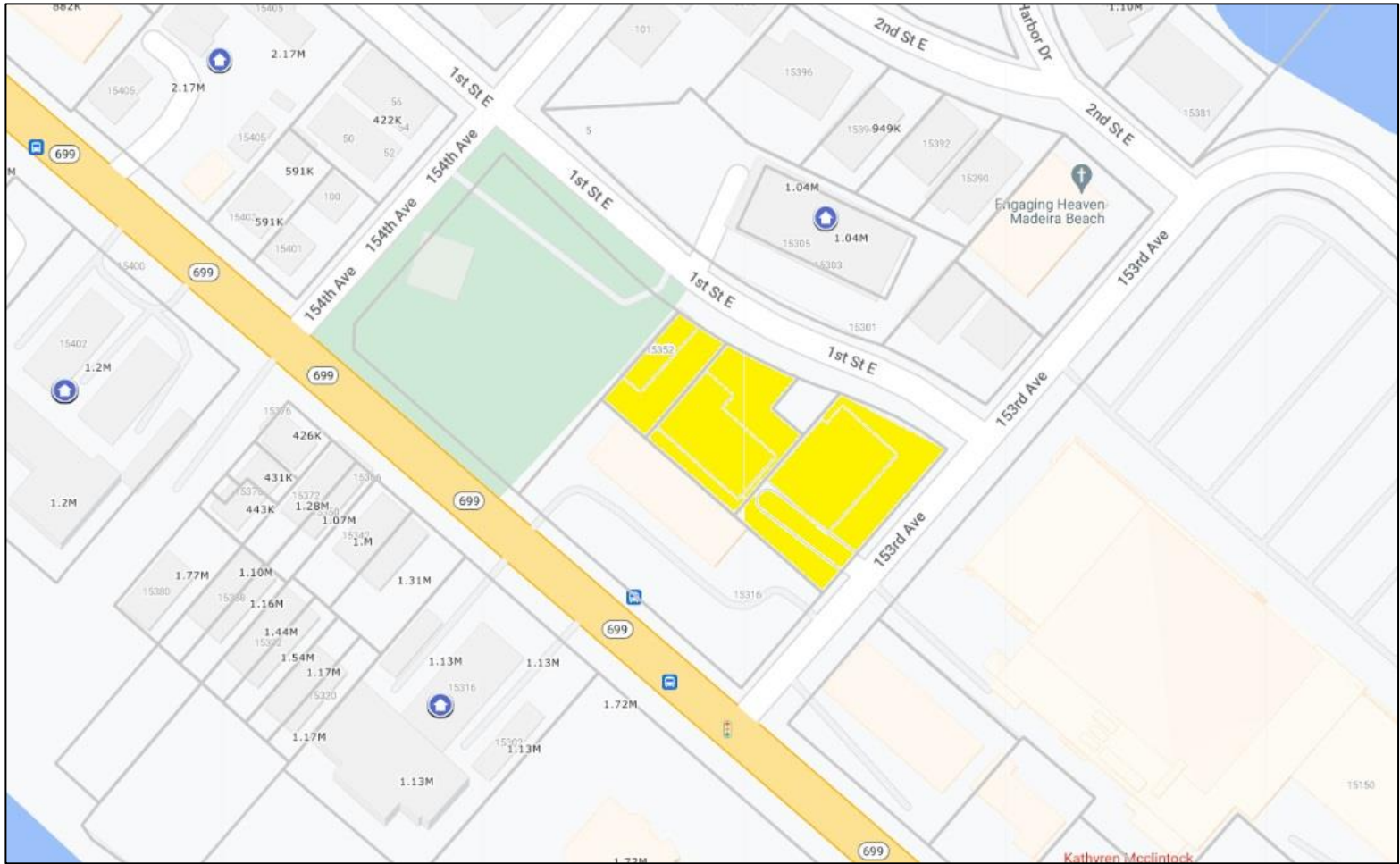
1. This report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) and Standards Rule 1-4 of the Uniform Standards of Professional Appraisal Practice (USPAP) for a restricted appraisal report. As such, it might not include full discussions of the data, reasoning and analyses that were used in the appraisal process to develop our opinion of value. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. We are not responsible for any unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless stated otherwise in this report.
3. The property was appraised free and clear of any or all liens and encumbrances unless stated otherwise in this report.
4. Responsible ownership and competent property management are assumed unless stated otherwise in this report.
5. The information furnished by others for the appraised property is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless stated otherwise in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined and considered in this report.
10. It is assumed that all required licenses, Certificates of Occupancy or other legislative or administrative authority from any local, state or national government or private entity have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless stated otherwise in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there is no encroachment or trespass unless stated otherwise in this report.
13. We are unaware of any easements or encumbrances that substantially impact the subject property. However, we have not been provided with a title report and if in the event such report detailed the existence of an otherwise unknown easement or encumbrance, the value conclusion contained herein may be subject to change.

14. We are not qualified to detect hazardous waste and/or toxic materials. Any comment by us that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. Our value estimate(s) is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless stated otherwise in this report. No responsibility is assumed for any environmental conditions or any expertise or engineering knowledge required to discover them. Our descriptions and comments are the result of our routine observations made during the appraisal process.
15. Unless stated otherwise in this report, the subject property was appraised without a specific compliance survey having been conducted to determine whether the property is or is not in conformance with the requirements of the Americans with Disabilities Act (ADA). The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability or utility.
16. Any proposed improvements are assumed to be completed in a good and workmanlike manner in accordance with the submitted plans and specifications, and conforming to all municipal, building and health codes.
17. Our value conclusions were based on the assumption that the subject property will continue to be adequately maintained and professionally managed to sustain its competitiveness in the marketplace.
18. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser(s), and in any event, only with properly written qualification and only in its entirety.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser(s) or the firm with which the appraiser(s) is/are connected) shall be disseminated to the public through advertising, public relations, news sales or other media without the prior written consent and approval of the appraiser(s).

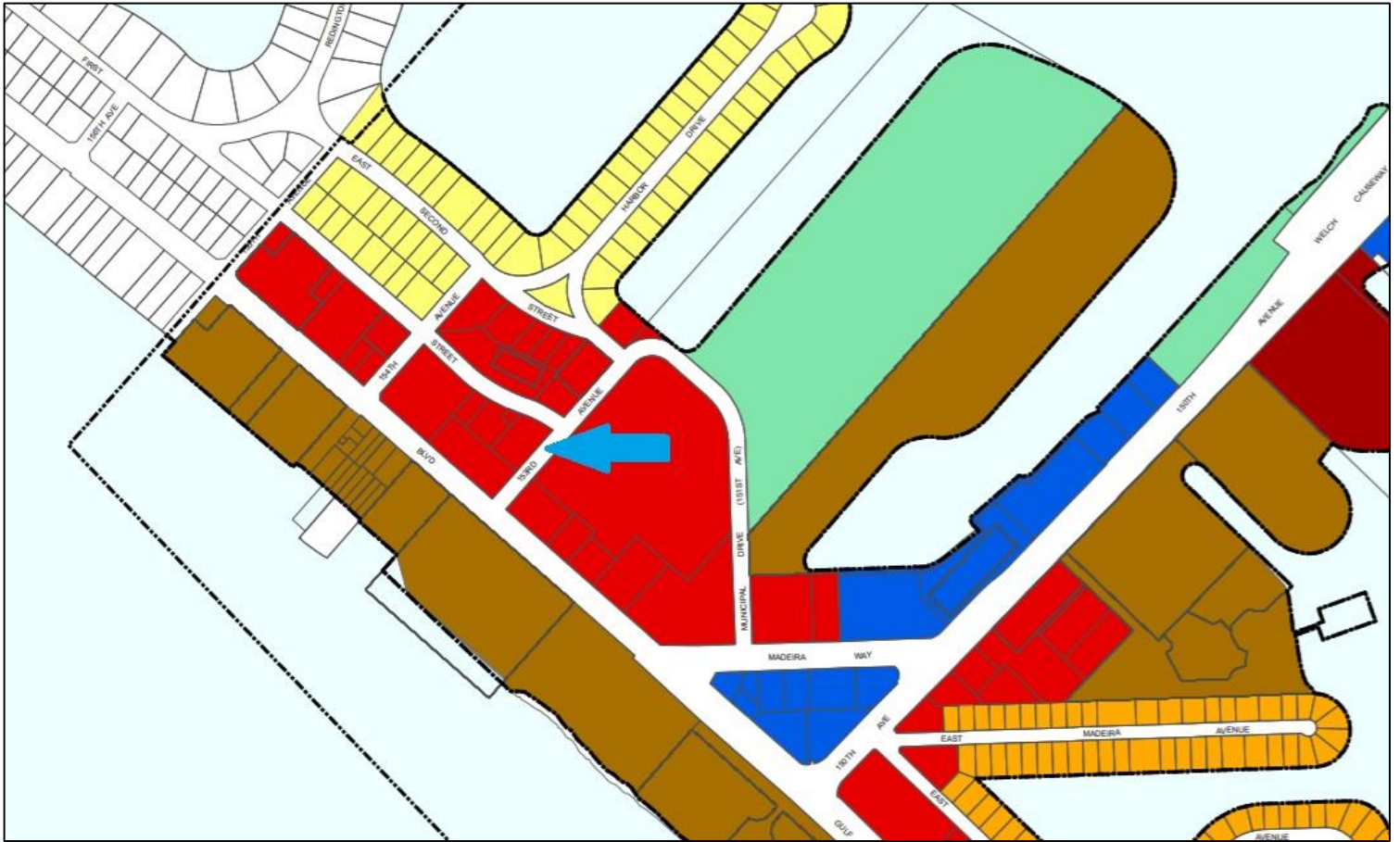
LOCAL AREA MAP



TAX MAP



ZONING MAP



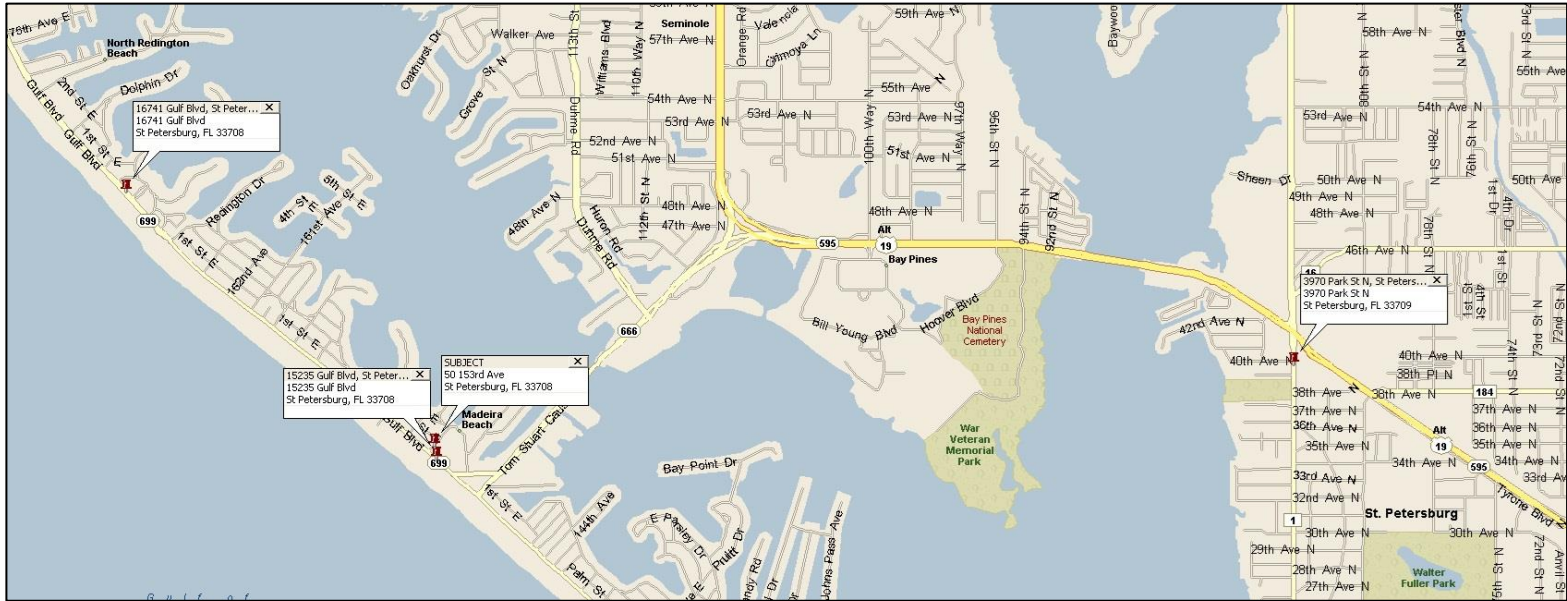
AERIAL VIEW



SALES COMPARISON ANALYSIS

[illegible]

COMPARABLE SALES MAP



PHOTOGRAPHS OF COMPARABLE BUILDING SALES



3970 Park Street North, St. Petersburg



15235 Gulf Boulevard, Madeira Beach

PHOTOGRAPHS OF COMPARABLE BUILDING SALES (continued)



16741 Gulf Boulevard, Madeira Beach

Subject Photo Page

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Subject Front

50 153rd Ave
Sales Price
Gross Living Area 5,782
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age



Subject Rear



Subject Street

Photograph Addendum

Item 12B.

Borrower					
Property Address 50 153rd Ave					
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Opposite Street



Corner Lot
Cross Street



Corner Lot
Cross Street

Photograph Addendum

Item 12B.

Borrower					
Property Address 50 153rd Ave					
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Church



Church



Church

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Church



Church



Church

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Church



Church Entrance



Foyer

Photograph Addendum

Item 12B.

Borrower					
Property Address 50 153rd Ave					
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Lobby



Lobby



Lobby

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL
				Zip Code	33708
Lender/Client					



Lobby



Meeting Room



Meeting Room

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Chapel



Chapel



Chapel

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL
				Zip Code	33708
Lender/Client					



Chapel



Hallway



Hallway

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Nursery / Child Care



Nursery / Child Care



Utility Room

Photograph Addendum

Item 12B.

Borrower						
Property Address	50 153rd Ave					
City	Madeira Beach	County		State	FL	Zip Code 33708
Lender/Client						



Water Damage
Old / Current ?



Bath 1



Bath 2

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Bath 2



Snack Room



Snack Room

Photograph Addendum

Item 12B.

Borrower					
Property Address 50 153rd Ave					
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Snack Room



Water Heater



Split Unit register

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					

Office / Storage

Blank



Front



Right Side

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Storage / Warehouse



Damaged cover



Damaged cover

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Open storage



Right Side



Crack

Photograph Addendum

Item 12B.

Borrower					
Property Address 50 153rd Ave					
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Rear



Insect damage / Ants



Rear

Photograph Addendum

Item 12B.

Borrower					
Property Address 50 153rd Ave					
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Left Side



Foyer



Plumbing / Office

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Plumbing / Office



Plumbing / Office



Plumbing / Office / Sales Floor

Photograph Addendum

Item 12B.

Borrower				
Property Address 50 153rd Ave				
City	Madeira Beach	County	State FL	Zip Code 33708
Lender/Client				



Plumbing / Office / Sales Floor



Plumbing / Office / Sales Floor



Plumbing Warehouse

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Plumbing Warehouse



Plumbing Warehouse



Plumbing Warehouse

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Bath



Plumbing Warehouse



Plumbing Warehouse

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Plumbing Warehouse



Plumbing Warehouse



Plumbing Warehouse

Photograph Addendum

Item 12B.

Borrower				
Property Address 50 153rd Ave				
City	Madeira Beach	County	State	FL Zip Code 33708
Lender/Client				



Church / Office Space



Church / Office Space

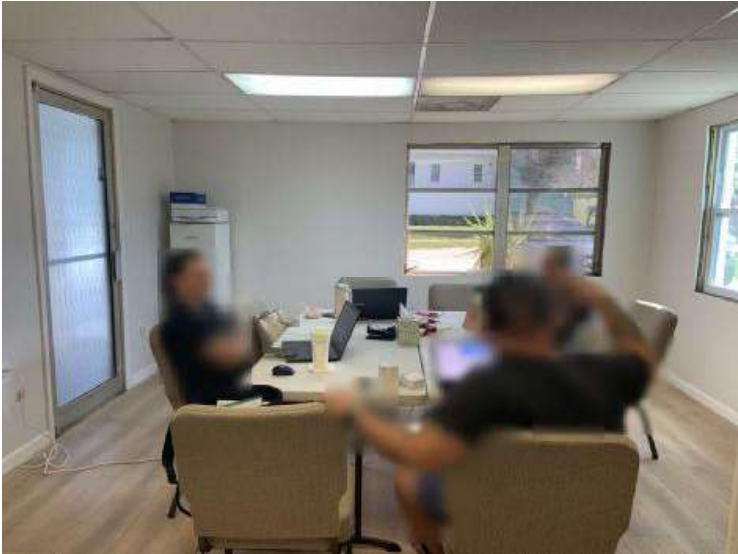


Church / Office Space

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Church / Office Space



Roof - appears to be in good condition



Left Side

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Door Damage



Left Rear



Left Rear

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					

Storage # 2



Front



Left Side

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Rear



Church Storage



Wall Damage

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Church Storage



Church Storage



Plumbing Storage

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Plumbing Storage



Left Side



Left Side

Photograph Addendum

Item 12B.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Left Side



Facia Damage

Blank



Office Submarket Report

South Pinellas

Tampa - FL USA

PREPARED BY

Brian Donegan
Sr. Appraiser

OFFICE SUBMARKET REPORT

Submarket Key Statistics	1
Leasing	2
Rent	5
Construction	6
Sales	9
Sales Past 12 Months	11
Supply & Demand Trends	13
Rent & Vacancy	15
Sale Trends	17

South Pinellas Office

12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	Market Asking Rent Growth
42.6K	12.2K	4.3%	2.9%

The South Pinellas office submarket has a vacancy rate of 4.3%. This vacancy rate is 0.4% higher than it was this time last year. There was 12,000 SF of positive absorption and 43,000 SF of net deliveries.

Rents have increased by 2.9% in the past 12 months and are currently around \$28.00/SF. Nothing is under construction in the South Pinellas office submarket. In the past year, there have been 50 sales, which have traded for approximately \$46.9 million in volume and 270,000 SF in stock.

Vacancy is 22.0% in 4 & 5 Star buildings, and 38,000 SF has been absorbed in this asset class over the past year. Within 3 Star buildings, vacancy is 3.4% and there has been 16,000 SF of negative absorption. Around 4.0% of 1 & 2 Star space is vacant, and there has been 9,200 SF of negative absorption over the past year.

Of the 50 sales in the past year, none were of 4 & 5 Star buildings, 12 were of 3 Star buildings, and 38 were of 1

& 2 Star buildings.

Current vacancy is higher than its trailing three-year average of 3.8%. However, this figure is lower than the 9.2% trailing three-year average of the Tampa market as a whole. The submarket is approximately 6,600 SF larger than it was three years ago, and is the result of roughly 50,000 SF of construction and roughly 44,000 SF of demolition. Rents have increased by 20.0% over the past three years, higher than the Tampa market average of 16.5%. There have been 184 sales over the past three years, amounting to \$193 million in volume and 1.2 million SF of inventory.

CoStar's estimated cap rate for South Pinellas has averaged 8.7% over the past three years, which is lower than the current estimated cap rate of 9.1%.

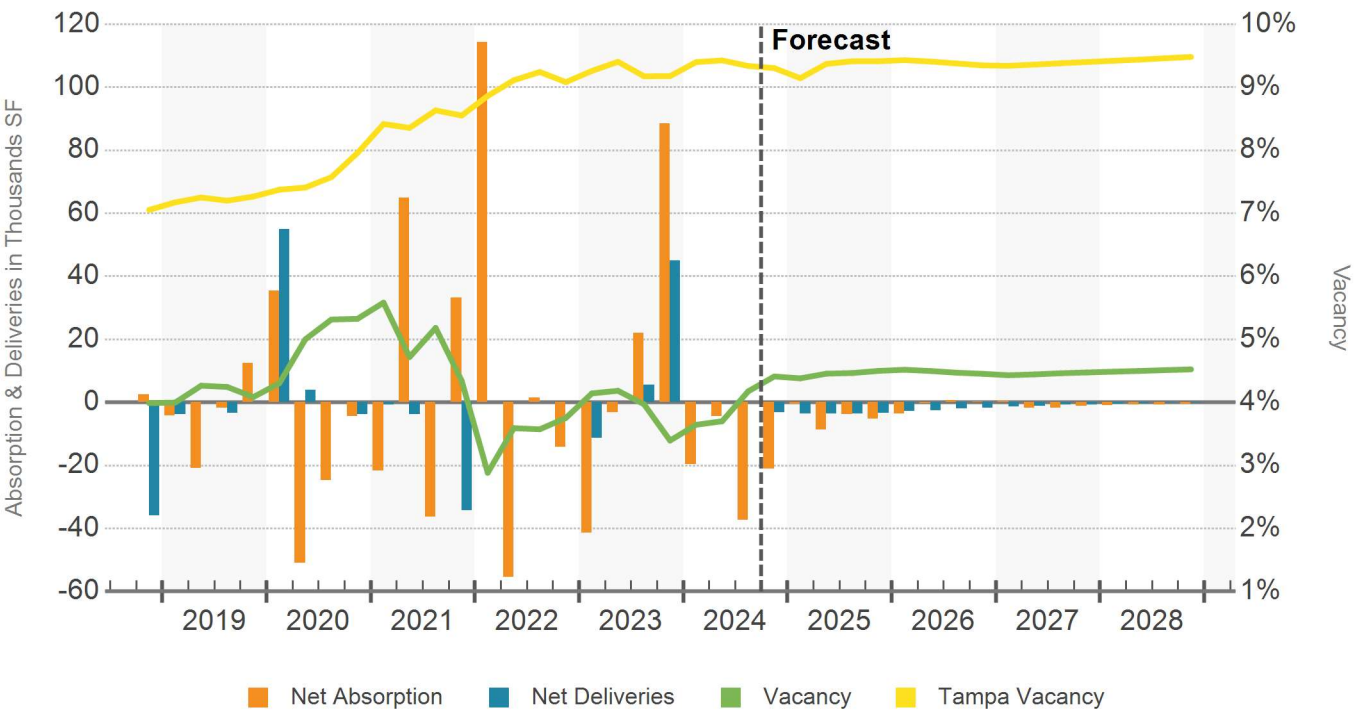
The total South Pinellas office submarket comprises 7.9 million SF of inventory.

KEY INDICATORS

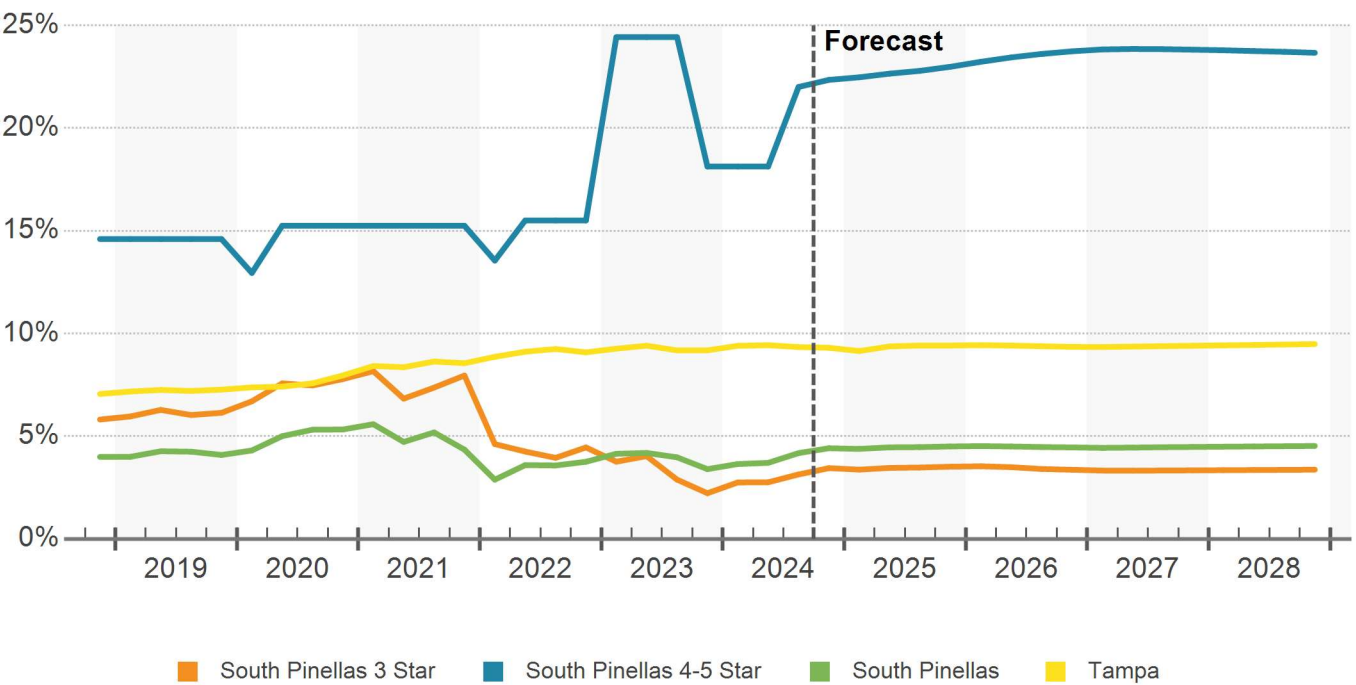
Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
4 & 5 Star	258,220	22.0%	\$35.45	22.0%	0	0	0
3 Star	3,189,916	3.4%	\$27.41	5.0%	(6,933)	0	0
1 & 2 Star	4,419,725	4.0%	\$27.66	4.3%	(3,153)	0	0
Submarket	7,867,861	4.3%	\$27.81	5.2%	(10,086)	0	0

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	0.4% (YOY)	6.9%	4.5%	12.3%	2015 Q1	2.9%	2022 Q1
Net Absorption SF	12.2K	21,156	(16,921)	285,414	2010 Q4	(178,495)	2001 Q2
Deliveries SF	42.6K	43,488	7,175	274,060	2011 Q1	0	2023 Q2
Market Asking Rent Growth	2.9%	2.8%	2.2%	14.0%	2007 Q2	-9.7%	2010 Q1
Sales Volume	\$47.6M	\$33.9M	N/A	\$105.9M	2021 Q4	\$5.8M	2010 Q1

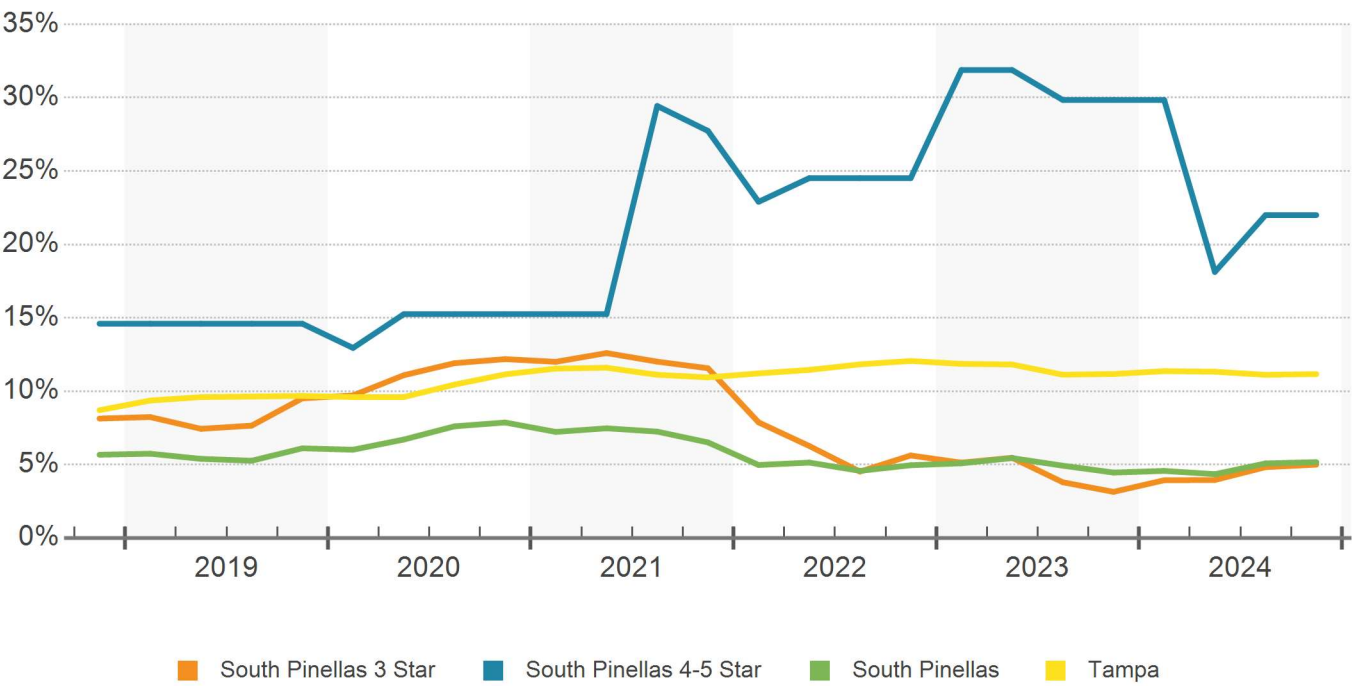
NET ABSORPTION, NET DELIVERIES & VACANCY



VACANCY RATE



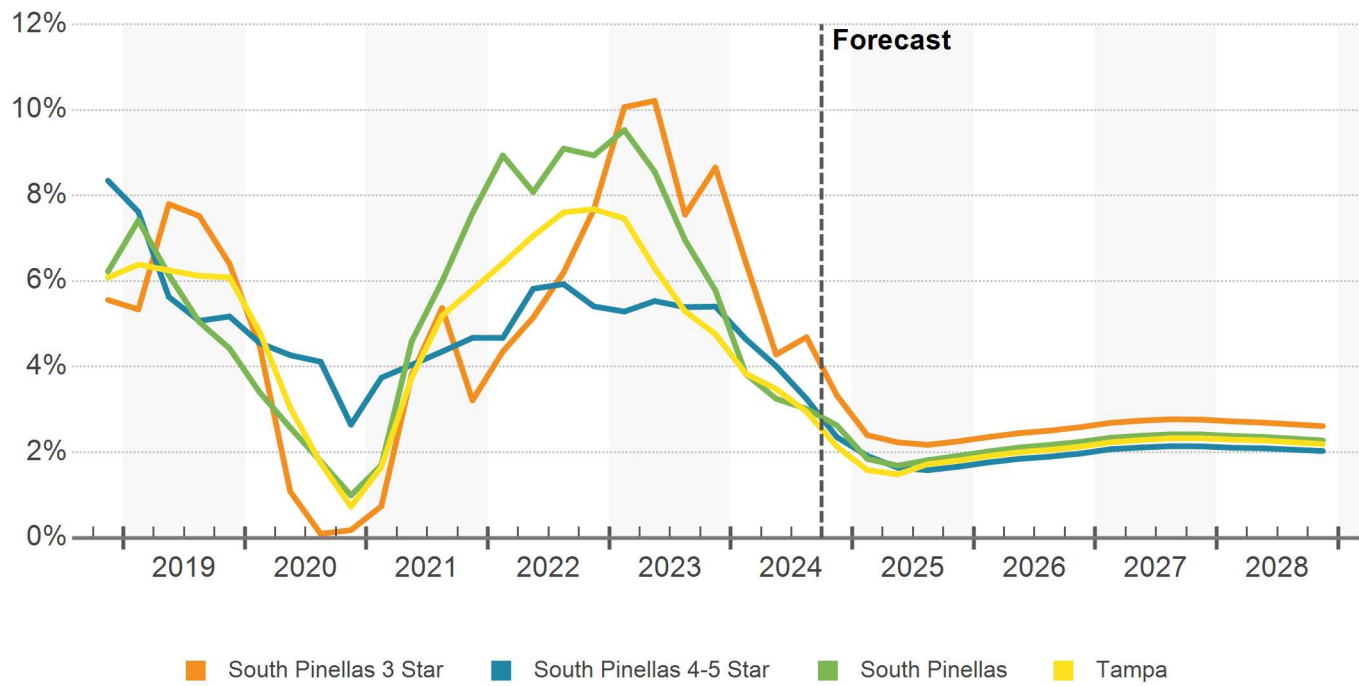
AVAILABILITY RATE



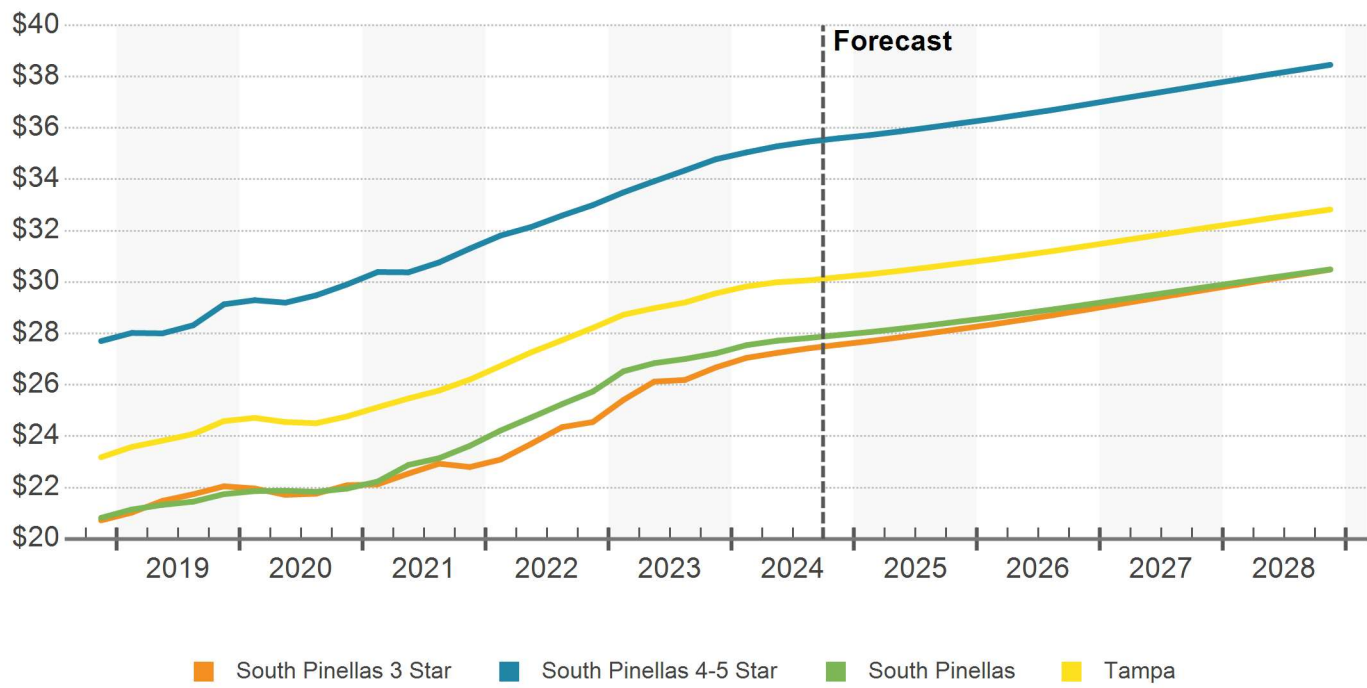
3 STAR MOST ACTIVE BUILDINGS IN SUBMARKET - PAST 12 MONTHS

Property Name/Address	Rating	RBA	Deals	Leased SF	12 Mo Vacancy	12 Mo Net Absorp SF
Tyrone Tower 1700 66th St N	★ ★ ★ ★ ★	72,079	5	13,743	14.8%	9,299
Pineywoods Centre 5999 Central Ave	★ ★ ★ ★ ★	32,792	2	2,741	1.7%	6,901
St Anthony's Professional Bldg 1201 5th Ave N	★ ★ ★ ★ ★	56,000	1	2,138	3.7%	5,060
6727 1st Ave S	★ ★ ★ ★ ★	9,880	4	2,986	5.2%	929
5450 1st Ave N	★ ★ ★ ★ ★	2,250	1	1,200	10.7%	0
2200-2220 Central Ave	★ ★ ★ ★ ★	11,920	1	1,422	4.8%	0
St. Anthony's Medical Arts B... 560 Jackson St N	★ ★ ★ ★ ★	47,217	1	4,311	30.6%	0
5800 49th St N	★ ★ ★ ★ ★	48,460	2	3,049	3.8%	(30)
Building 19 6251 44th St N	★ ★ ★ ★ ★	10,375	2	1,663	6.9%	(183)
Palms of Pasadena Medical P... 1615 Pasadena Ave S	★ ★ ★ ★ ★	45,548	1	2,515	9.3%	(3,641)
3637 4th St N	★ ★ ★ ★ ★	43,740	1	600	11.5%	(3,892)
Ed White Medical Arts II 2191 9th Ave N	★ ★ ★ ★ ★	38,580	2	3,258	12.1%	(6,792)

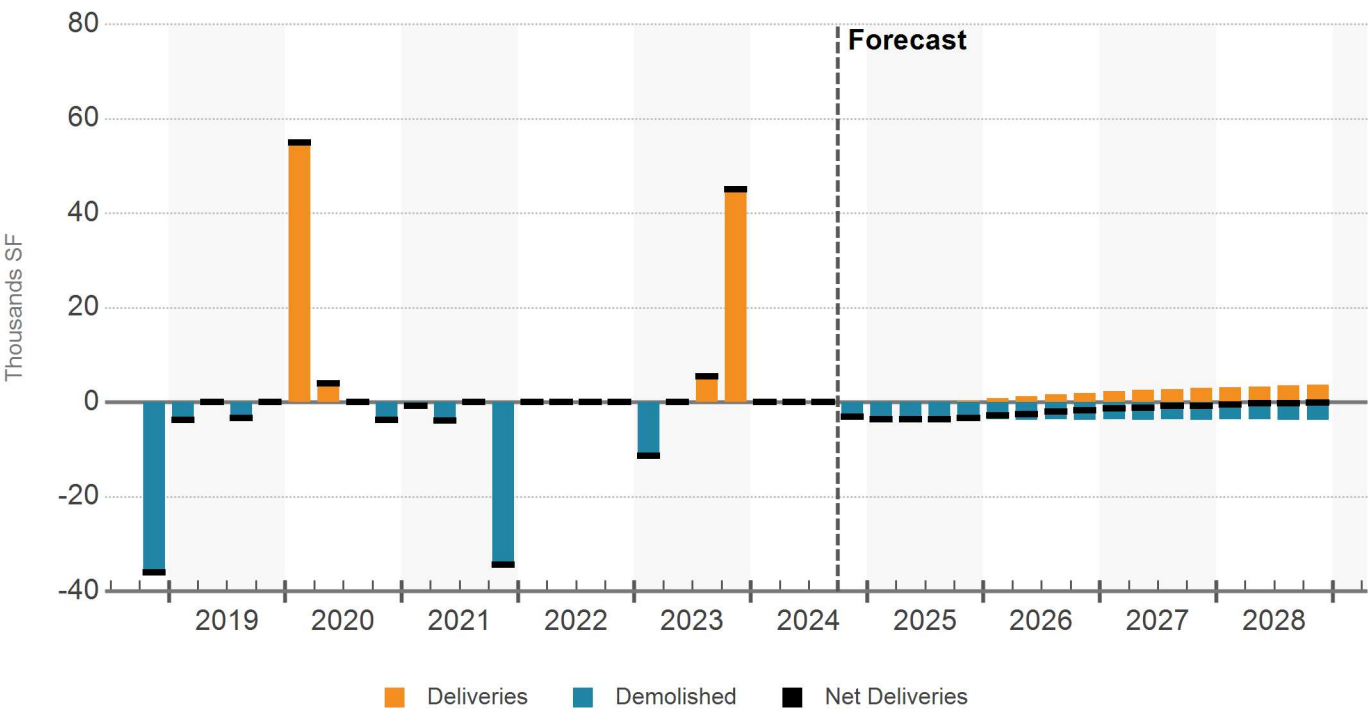
MARKET ASKING RENT GROWTH (YOY)



MARKET ASKING RENT PER SQUARE FEET

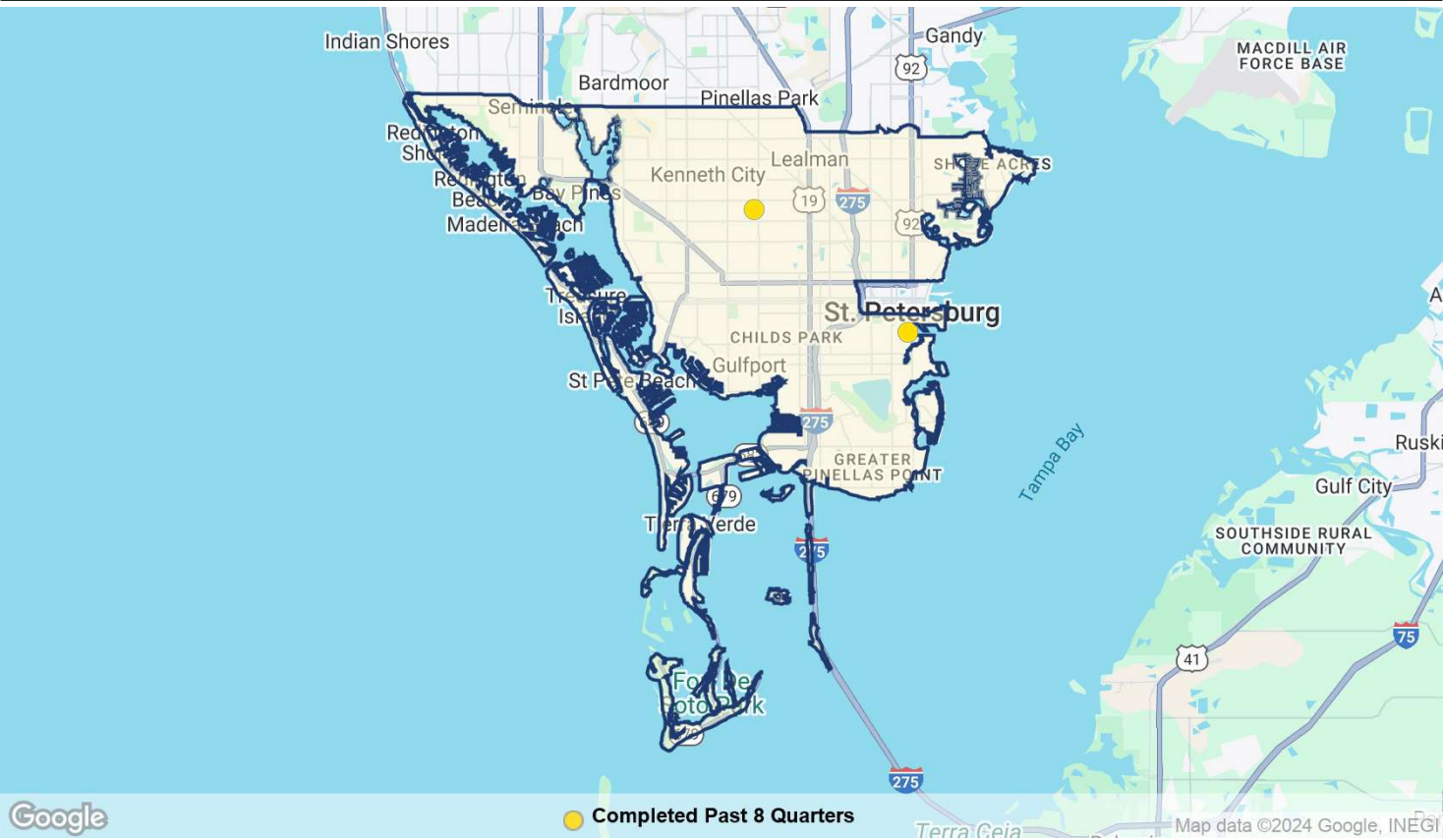


DELIVERIES & DEMOLITIONS

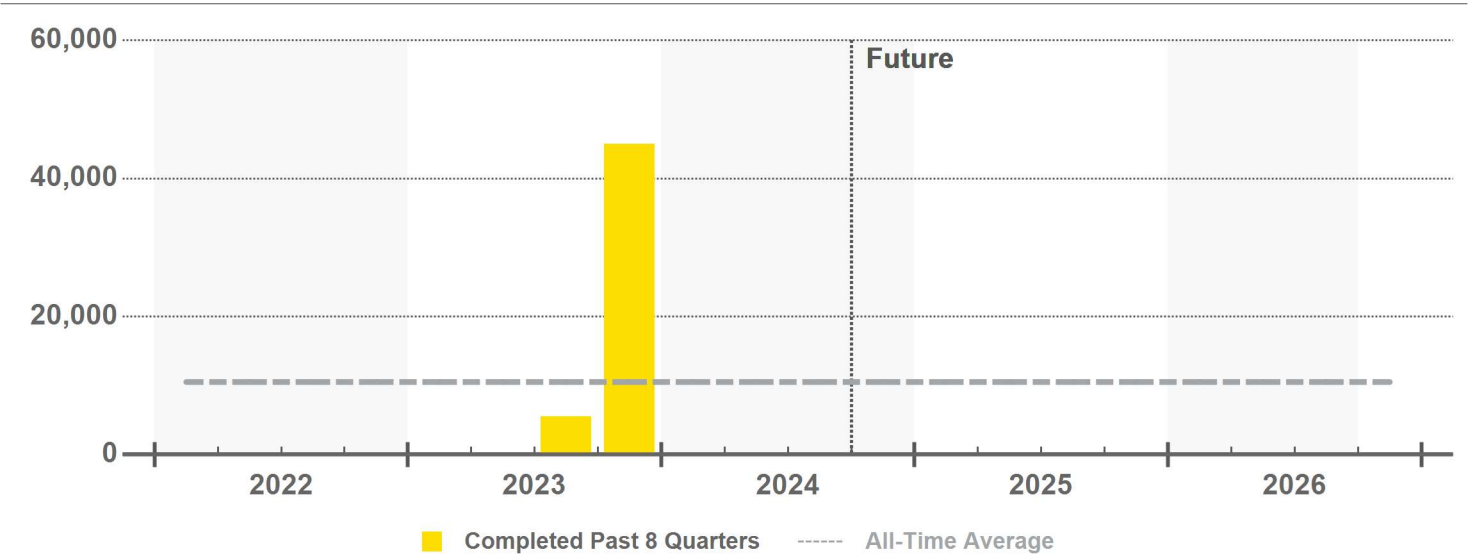


All-Time Annual Avg. Square Feet	Delivered Square Feet Past 8 Qtrs	Delivered Square Feet Next 8 Qtrs	Proposed Square Feet Next 8 Qtrs
42,084	50,500	0	0

PAST 8 QUARTERS DELIVERIES, UNDER CONSTRUCTION, & PROPOSED



PAST & FUTURE DELIVERIES IN SQUARE FEET



RECENT DELIVERIES

	Property Name/Address	Rating	Bldg SF	Stories	Start	Complete	Developer/Owner
1	ARK Innovation Center 1101 4th St S	★★★★☆	45,000	3	Feb 2022	Oct 2023	- Tampa Bay Innovation Center
2	Optum 3346 49th St N	★★★★☆	5,500	1	Mar 2023	Aug 2023	- Windsor Fuel Co Inc

There have been 50 sales in the South Pinellas office submarket over the past year, amounting to \$46.9 million of volume and 210,000 SF of stock. These sales have averaged \$310/SF, which is greater than the estimated submarket price of \$186/SF.

During this time, trailing one-year price per SF averages were as high as \$312/SF and as low as \$239/SF.

Over the past three years, South Pinellas has averaged 66 sales per year, \$65.2 million of volume per year, and 420,000 SF of stock per year.

The 50 sales in the past 12 months include 12 buildings rated 3 Star, and 38 buildings rated 1 & 2 Star.

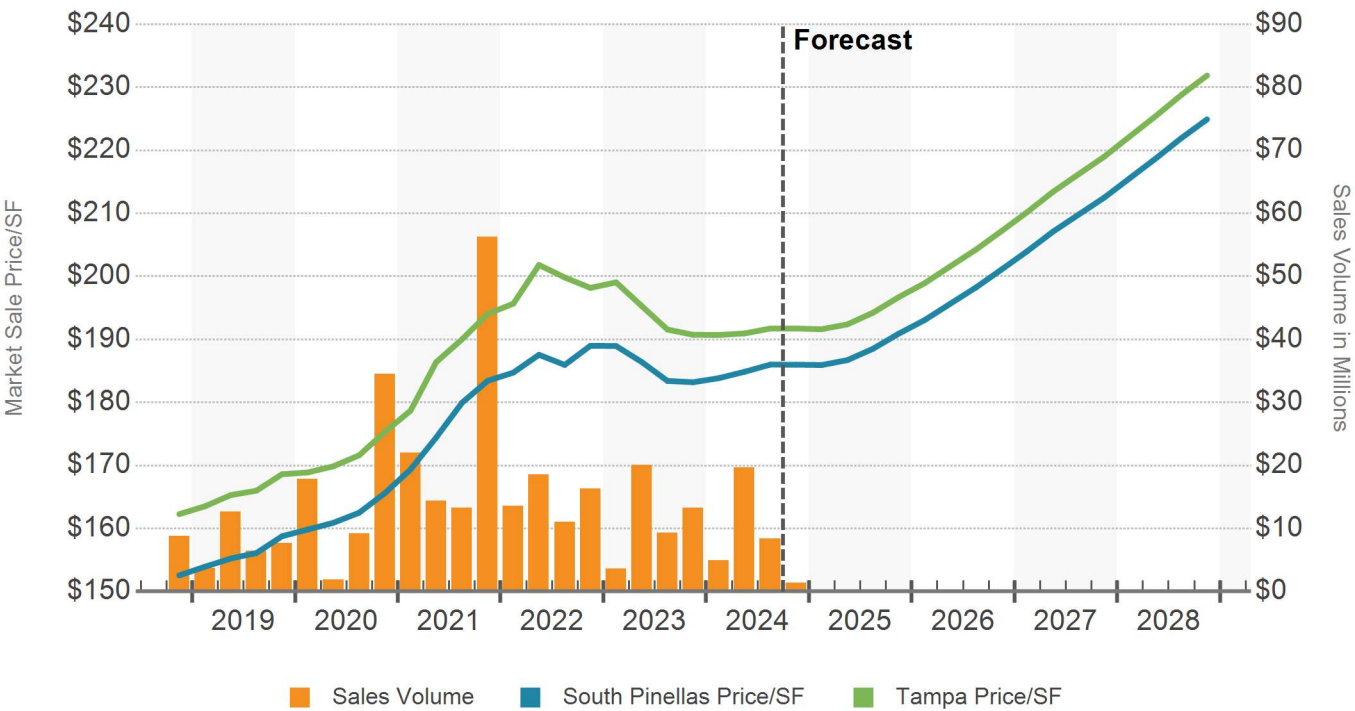
The 3 Star buildings traded for \$15.9 million, or \$363/SF on average. The 1 & 2 Star buildings traded for \$31.0 million, or \$290/SF on average.

The submarket's current transaction cap rate stands at 7.4%, above the Tampa market average of 7.1%.

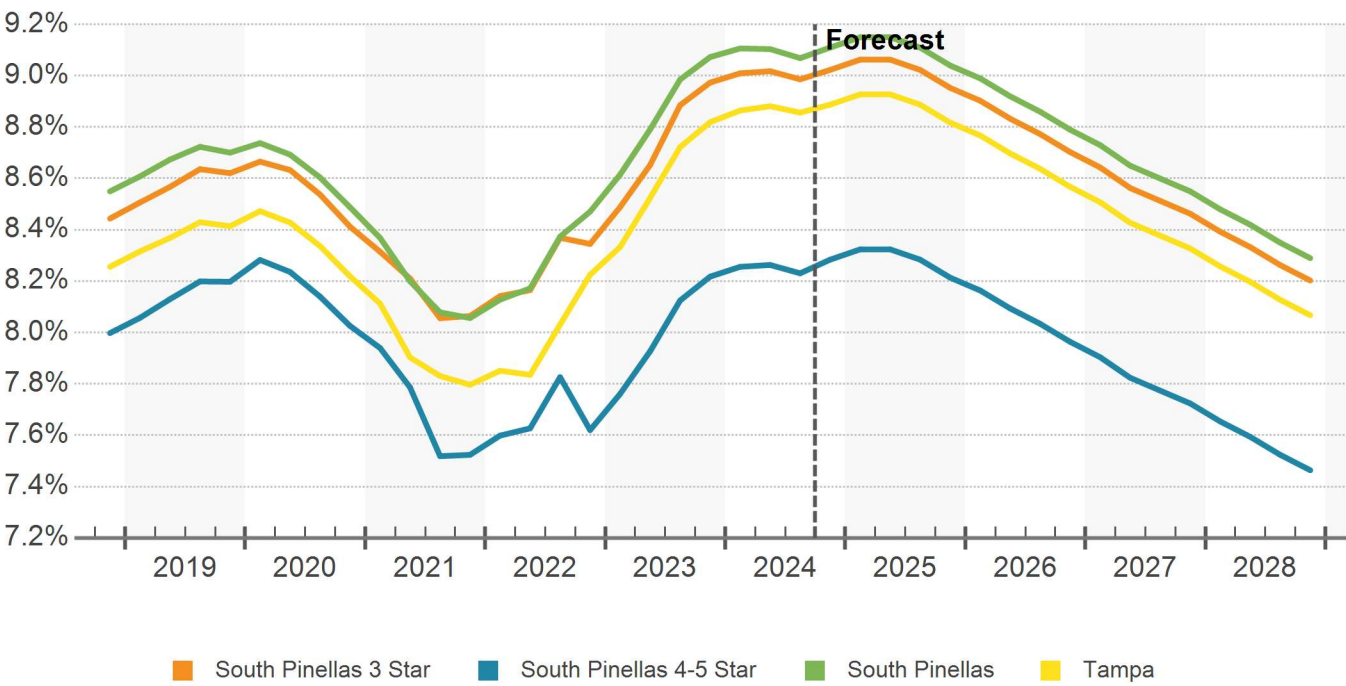
Over the past three years, transaction cap rates have averaged 7.6%.

The market cap rate, or the estimated cap rate for all buildings in the submarket, is 9.1%, above the Tampa market average of 8.8%. Within South Pinellas, 4 & 5 Star buildings have a market cap rate of 8.2%, 3 Star buildings have a market cap rate of 9.0%, and 1 & 2 Star buildings have a market cap rate of 9.2%.

SALES VOLUME & MARKET SALE PRICE PER SF

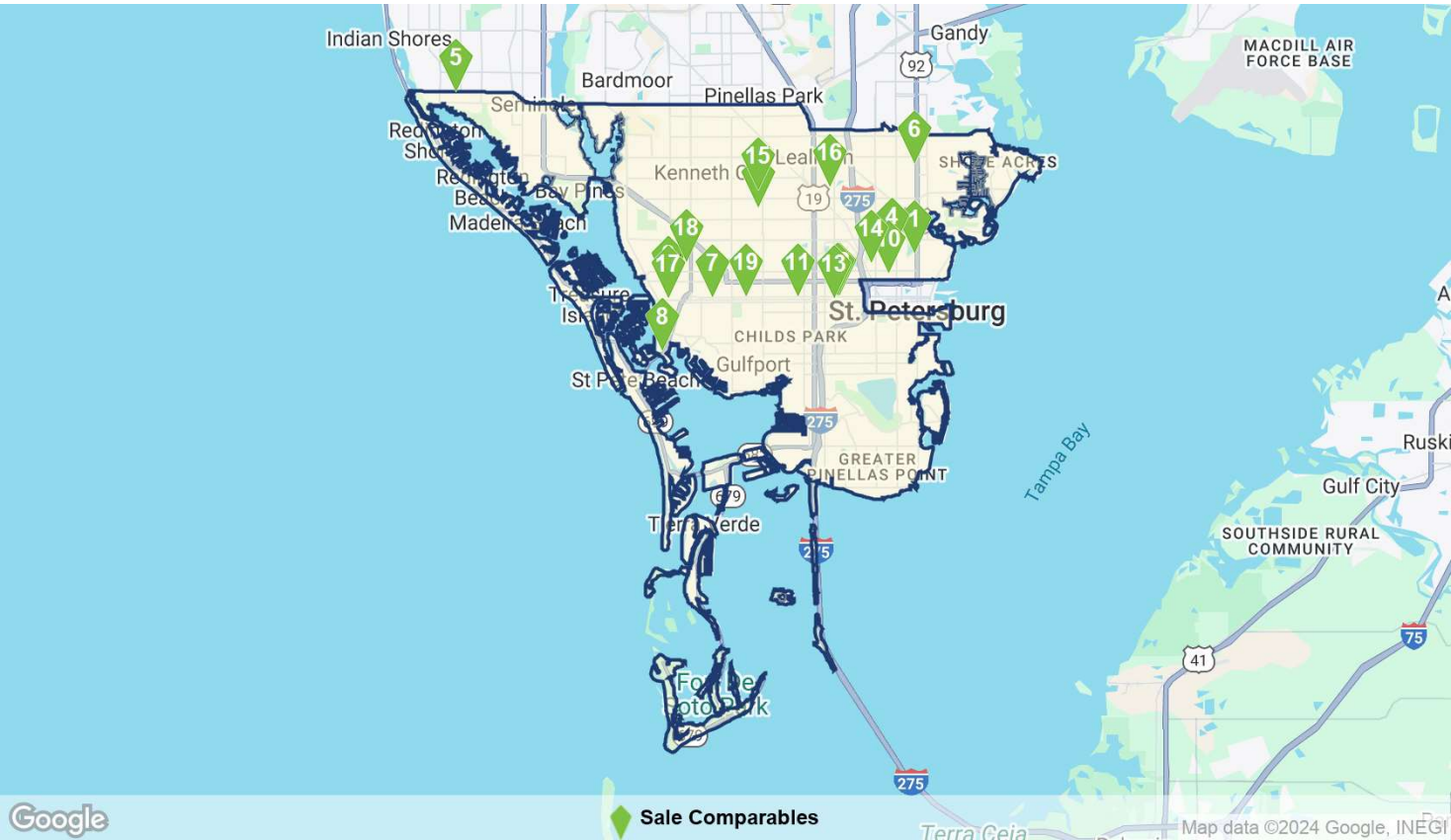


MARKET CAP RATE



Sale Comparables	Avg. Cap Rate	Avg. Price/SF	Avg. Vacancy At Sale
52	7.4%	\$310	4.2%

SALE COMPARABLE LOCATIONS



SALE COMPARABLES SUMMARY STATISTICS

Sales Attributes	Low	Average	Median	High
Sale Price	\$226,000	\$1,278,660	\$1,000,000	\$4,350,000
Price/SF	\$84	\$310	\$300	\$1,407
Cap Rate	6.0%	7.4%	7.4%	9.5%
Time Since Sale in Months	0.1	7.1	6.5	11.6
Property Attributes	Low	Average	Median	High
Building SF	550	5,505	3,258	32,792
Stories	1	1	1	4
Typical Floor SF	550	4,054	3,032	16,159
Vacancy Rate At Sale	0%	4.2%	0%	100%
Year Built	1922	1969	1967	2023
Star Rating	★★★★★	★★★★★ 2.1	★★★★★	★★★★★

Sales Past 12 Months

Item 12B.

South Pinellas Office

RECENT SIGNIFICANT SALES

Property Name - Address	Property				Sale			
	Rating	Yr Built	Bldg SF	Vacancy	Sale Date	Price	Price/SF	Cap Rate
1 1425 4th St N	★★★★★	2020	14,960	0%	5/15/2024	\$4,350,000	\$291	6.4%
2 7045 Burlington Ave N	★★★★★	1969	20,732	0%	5/10/2024	\$4,200,000	\$203	-
3 Optum 3346 49th St N	★★★★★	2023	5,500	0%	5/9/2024	\$3,661,200	\$666	6.0%
3 Optum 3346 49th St N	★★★★★	2023	5,500	0%	5/3/2024	\$3,661,200	\$666	6.0%
4 1600 Dr Martin Luther Ki...	★★★★★	1990	4,411	0%	11/7/2023	\$2,910,700	\$660	8.7%
5 13100 Park Blvd	★★★★★	1998	10,003	18.6%	7/1/2024	\$2,250,000	\$225	-
6 5015 4th St N	★★★★★	1984	5,098	0%	10/17/2023	\$1,628,200	\$319	-
7 6101 Central Ave	★★★★★	1954	8,752	0%	3/6/2024	\$1,600,000	\$183	-
8 1550 Pasadena Ave S	★★★★★	1995	2,914	0%	8/22/2024	\$1,500,000	\$515	9.5%
9 2552 1st Ave N	★★★★★	1977	3,672	0%	3/12/2024	\$1,500,000	\$408	-
10 1025 7th Ave N	★★★★★	1976	2,262	0%	10/2/2024	\$1,350,000	\$597	-
11 3775 Central Ave	★★★★★	1965	5,895	0%	7/2/2024	\$1,299,000	\$220	-
12 2600 1st Ave N	★★★★★	1988	2,956	0%	7/31/2024	\$1,290,000	\$436	-
13 2706 Central Ave	★★★★★	1954	828	0%	11/7/2023	\$1,165,000	\$1,407	-
14 1100 16th St N	★★★★★	1973	3,618	0%	5/30/2024	\$1,100,000	\$304	-
15 4040 49th St N	★★★★★	1990	2,040	0%	7/9/2024	\$1,065,000	\$522	6.8%
16 4128 28th St	★★★★★	1972	4,200	0%	4/3/2024	\$1,058,000	\$252	-
17 7024 Central Ave	★★★★★	1922	4,960	0%	11/1/2023	\$1,000,000	\$202	-
18 Athanason Centre 1224-1240 66th St	★★★★★	1966	7,104	0%	3/29/2024	\$1,000,000	\$141	8.0%
19 Visage Dermatology 5253 Central Ave	★★★★★	1973	3,600	0%	7/26/2024	\$977,000	\$271	-

OVERALL SUPPLY & DEMAND

Year	Inventory			Net Absorption		
	SF	SF Growth	% Growth	SF	% of Inv	Construction Ratio
2028	7,835,926	(1,120)	0%	(2,769)	0%	-
2027	7,837,046	(4,155)	-0.1%	(4,064)	-0.1%	-
2026	7,841,201	(9,119)	-0.1%	(2,872)	0%	-
2025	7,850,320	(14,412)	-0.2%	(18,305)	-0.2%	-
2024	7,864,732	(3,129)	0%	(82,675)	-1.1%	-
YTD	7,867,861	0	0%	(71,569)	-0.9%	-
2023	7,867,861	39,129	0.5%	65,919	0.8%	0.6
2022	7,828,732	0	0%	46,118	0.6%	0
2021	7,828,732	(39,061)	-0.5%	39,971	0.5%	-
2020	7,867,793	55,188	0.7%	(44,693)	-0.6%	-
2019	7,812,605	(7,198)	-0.1%	(14,383)	-0.2%	-
2018	7,819,803	(69,759)	-0.9%	52,476	0.7%	-
2017	7,889,562	(214,533)	-2.6%	68,467	0.9%	-
2016	8,104,095	(13,400)	-0.2%	100,127	1.2%	-
2015	8,117,495	9,200	0.1%	150,658	1.9%	0.1
2014	8,108,295	28,996	0.4%	730	0%	39.7
2013	8,079,299	13,358	0.2%	15,181	0.2%	0.9
2012	8,065,941	15,658	0.2%	(150,451)	-1.9%	-

4 & 5 STAR SUPPLY & DEMAND

Year	Inventory			Net Absorption		
	SF	SF Growth	% Growth	SF	% of Inv	Construction Ratio
2028	288,364	13,642	5.0%	10,826	3.8%	1.3
2027	274,722	10,595	4.0%	7,859	2.9%	1.3
2026	264,127	5,622	2.2%	2,338	0.9%	2.4
2025	258,505	285	0.1%	(1,428)	-0.6%	-
2024	258,220	0	0%	(10,892)	-4.2%	-
YTD	258,220	0	0%	(10,000)	-3.9%	-
2023	258,220	45,000	21.1%	31,248	12.1%	1.4
2022	213,220	0	0%	(546)	-0.3%	-
2021	213,220	0	0%	-	-	-
2020	213,220	0	0%	(1,380)	-0.6%	-
2019	213,220	0	0%	-	-	-
2018	213,220	0	0%	28,825	13.5%	0
2017	213,220	0	0%	58,626	27.5%	0
2016	213,220	0	0%	4,790	2.2%	0
2015	213,220	0	0%	-	-	-
2014	213,220	0	0%	(8,045)	-3.8%	-
2013	213,220	0	0%	-	-	-
2012	213,220	0	0%	(6,641)	-3.1%	-

3 STAR SUPPLY & DEMAND

Year	Inventory			Net Absorption		
	SF	SF Growth	% Growth	SF	% of Inv	Construction Ratio
2028	3,189,805	(27)	0%	(1,061)	0%	-
2027	3,189,832	(25)	0%	872	0%	-
2026	3,189,857	(27)	0%	4,726	0.1%	-
2025	3,189,884	(26)	0%	(2,315)	-0.1%	-
2024	3,189,910	(6)	0%	(38,862)	-1.2%	-
YTD	3,189,916	0	0%	(36,056)	-1.1%	-
2023	3,189,916	1,039	0%	72,063	2.3%	0
2022	3,188,877	0	0%	111,615	3.5%	0
2021	3,188,877	(832)	0%	(6,246)	-0.2%	-
2020	3,189,709	44,000	1.4%	(11,125)	-0.3%	-
2019	3,145,709	0	0%	(10,279)	-0.3%	-
2018	3,145,709	(47,565)	-1.5%	(44,801)	-1.4%	-
2017	3,193,274	0	0%	66,148	2.1%	0
2016	3,193,274	(13,400)	-0.4%	12,679	0.4%	-
2015	3,206,674	0	0%	121,976	3.8%	0
2014	3,206,674	29,500	0.9%	(60,038)	-1.9%	-
2013	3,177,174	13,358	0.4%	1,579	0%	8.5
2012	3,163,816	16,462	0.5%	(74,809)	-2.4%	-

1 & 2 STAR SUPPLY & DEMAND

Year	Inventory			Net Absorption		
	SF	SF Growth	% Growth	SF	% of Inv	Construction Ratio
2028	4,357,757	(14,735)	-0.3%	(12,534)	-0.3%	-
2027	4,372,492	(14,725)	-0.3%	(12,795)	-0.3%	-
2026	4,387,217	(14,714)	-0.3%	(9,936)	-0.2%	-
2025	4,401,931	(14,671)	-0.3%	(14,562)	-0.3%	-
2024	4,416,602	(3,123)	-0.1%	(32,921)	-0.7%	-
YTD	4,419,725	0	0%	(25,513)	-0.6%	-
2023	4,419,725	(6,910)	-0.2%	(37,392)	-0.8%	-
2022	4,426,635	0	0%	(64,951)	-1.5%	-
2021	4,426,635	(38,229)	-0.9%	46,217	1.0%	-
2020	4,464,864	11,188	0.3%	(32,188)	-0.7%	-
2019	4,453,676	(7,198)	-0.2%	(4,104)	-0.1%	-
2018	4,460,874	(22,194)	-0.5%	68,452	1.5%	-
2017	4,483,068	(214,533)	-4.6%	(56,307)	-1.3%	-
2016	4,697,601	0	0%	82,658	1.8%	0
2015	4,697,601	9,200	0.2%	28,682	0.6%	0.3
2014	4,688,401	(504)	0%	68,813	1.5%	-
2013	4,688,905	0	0%	13,602	0.3%	0
2012	4,688,905	(804)	0%	(69,001)	-1.5%	-

OVERALL RENT & VACANCY

Year	Market Asking Rent				Vacancy		
	Per SF	Index	% Growth	Vs Hist Peak	SF	Percent	Ppts Chg
2028	\$30.50	154	2.3%	12.0%	354,549	4.5%	0%
2027	\$29.82	150	2.4%	9.5%	350,794	4.5%	0%
2026	\$29.11	147	2.2%	6.9%	349,255	4.5%	0%
2025	\$28.47	144	1.9%	4.6%	353,331	4.5%	0.1%
2024	\$27.94	141	2.6%	2.6%	347,012	4.4%	1.0%
YTD	\$27.81	140	2.9%	2.2%	338,702	4.3%	0.9%
2023	\$27.22	137	5.8%	0%	267,133	3.4%	-0.4%
2022	\$25.74	130	8.9%	-5.5%	293,923	3.8%	-0.6%
2021	\$23.62	119	7.6%	-13.2%	340,041	4.3%	-1.0%
2020	\$21.96	111	1.0%	-19.3%	419,073	5.3%	1.2%
2019	\$21.74	110	4.4%	-20.1%	319,192	4.1%	0.1%
2018	\$20.82	105	6.2%	-23.5%	312,007	4.0%	-1.5%
2017	\$19.60	99	4.8%	-28.0%	434,242	5.5%	-3.4%
2016	\$18.70	94	4.2%	-31.3%	717,541	8.9%	-1.4%
2015	\$17.94	90	5.6%	-34.1%	831,068	10.2%	-1.8%
2014	\$17	86	2.8%	-37.6%	972,526	12.0%	0.3%
2013	\$16.53	83	2.6%	-39.3%	944,260	11.7%	0%
2012	\$16.11	81	-0.3%	-40.8%	946,083	11.7%	2.0%

4 & 5 STAR RENT & VACANCY

Year	Market Asking Rent				Vacancy		
	Per SF	Index	% Growth	Vs Hist Peak	SF	Percent	Ppts Chg
2028	\$38.46	159	2.0%	10.6%	68,230	23.7%	-0.2%
2027	\$37.69	156	2.1%	8.4%	65,418	23.8%	0.1%
2026	\$36.91	153	2.0%	6.1%	62,686	23.7%	0.8%
2025	\$36.19	150	1.7%	4.1%	59,406	23.0%	0.6%
2024	\$35.60	148	2.4%	2.4%	57,693	22.3%	4.2%
YTD	\$35.45	147	3.1%	1.9%	56,801	22.0%	3.9%
2023	\$34.78	144	5.4%	0%	46,801	18.1%	2.6%
2022	\$33	137	5.4%	-5.1%	33,049	15.5%	0.3%
2021	\$31.31	130	4.7%	-10.0%	32,503	15.2%	0%
2020	\$29.91	124	2.6%	-14.0%	32,503	15.2%	0.6%
2019	\$29.14	121	5.2%	-16.2%	31,123	14.6%	0%
2018	\$27.70	115	8.3%	-20.4%	31,123	14.6%	-13.5%
2017	\$25.57	106	3.5%	-26.5%	59,948	28.1%	-27.5%
2016	\$24.70	102	3.2%	-29.0%	118,574	55.6%	-2.2%
2015	\$23.92	99	3.2%	-31.2%	123,364	57.9%	0%
2014	\$23.19	96	3.9%	-33.3%	123,364	57.9%	3.8%
2013	\$22.32	93	3.8%	-35.8%	115,319	54.1%	0%
2012	\$21.51	89	1.0%	-38.2%	115,319	54.1%	3.1%

3 STAR RENT & VACANCY

Year	Market Asking Rent				Vacancy		
	Per SF	Index	% Growth	Vs Hist Peak	SF	Percent	Ppts Chg
2028	\$30.49	160	2.6%	14.3%	107,478	3.4%	0%
2027	\$29.71	155	2.8%	11.4%	106,458	3.3%	0%
2026	\$28.91	151	2.6%	8.4%	107,372	3.4%	-0.1%
2025	\$28.18	147	2.3%	5.7%	112,135	3.5%	0.1%
2024	\$27.56	144	3.3%	3.3%	109,856	3.4%	1.2%
YTD	\$27.41	143	4.5%	2.7%	107,029	3.4%	1.1%
2023	\$26.67	140	8.7%	0%	70,973	2.2%	-2.2%
2022	\$24.55	128	7.7%	-8.0%	141,997	4.5%	-3.5%
2021	\$22.80	119	3.2%	-14.5%	253,612	8.0%	0.2%
2020	\$22.09	116	0.2%	-17.2%	248,198	7.8%	1.6%
2019	\$22.05	115	6.4%	-17.3%	193,073	6.1%	0.3%
2018	\$20.72	108	5.6%	-22.3%	182,794	5.8%	0%
2017	\$19.63	103	3.6%	-26.4%	185,558	5.8%	-2.1%
2016	\$18.95	99	6.9%	-29.0%	252,005	7.9%	-0.8%
2015	\$17.72	93	4.8%	-33.6%	278,084	8.7%	-3.8%
2014	\$16.91	89	4.1%	-36.6%	400,060	12.5%	2.7%
2013	\$16.25	85	0.2%	-39.1%	310,522	9.8%	0.3%
2012	\$16.22	85	5.1%	-39.2%	298,743	9.4%	2.9%

1 & 2 STAR RENT & VACANCY

Year	Market Asking Rent				Vacancy		
	Per SF	Index	% Growth	Vs Hist Peak	SF	Percent	Ppts Chg
2028	\$30.03	149	2.0%	10.5%	178,841	4.1%	0%
2027	\$29.43	146	2.2%	8.3%	178,918	4.1%	0%
2026	\$28.80	143	2.0%	6.0%	179,197	4.1%	0%
2025	\$28.23	141	1.7%	3.9%	181,790	4.1%	0.1%
2024	\$27.76	138	2.2%	2.2%	179,463	4.1%	0.7%
YTD	\$27.66	138	1.8%	1.8%	174,872	4.0%	0.6%
2023	\$27.18	135	3.9%	0%	149,359	3.4%	0.7%
2022	\$26.17	130	10.1%	-3.7%	118,877	2.7%	1.5%
2021	\$23.77	118	11.1%	-12.5%	53,926	1.2%	-1.9%
2020	\$21.40	107	1.5%	-21.3%	138,372	3.1%	1.0%
2019	\$21.09	105	2.9%	-22.4%	94,996	2.1%	-0.1%
2018	\$20.49	102	6.5%	-24.6%	98,090	2.2%	-2.0%
2017	\$19.23	96	5.8%	-29.2%	188,736	4.2%	-3.2%
2016	\$18.17	90	2.4%	-33.1%	346,962	7.4%	-1.8%
2015	\$17.75	88	6.3%	-34.7%	429,620	9.1%	-0.4%
2014	\$16.70	83	1.8%	-38.6%	449,102	9.6%	-1.5%
2013	\$16.40	82	4.3%	-39.7%	518,419	11.1%	-0.3%
2012	\$15.72	78	-4.1%	-42.2%	532,021	11.3%	1.5%

OVERALL SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/SF	Avg Cap Rate	Price/SF	Price Index	Cap Rate
2028	-	-	-	-	-	-	\$224.91	198	8.3%
2027	-	-	-	-	-	-	\$212.50	187	8.5%
2026	-	-	-	-	-	-	\$201.09	177	8.8%
2025	-	-	-	-	-	-	\$190.91	168	9.0%
2024	-	-	-	-	-	-	\$185.99	164	9.1%
YTD	32	\$34.3M	2.6%	\$1,634,067	\$307.66	7.2%	\$186.23	164	9.1%
2023	53	\$46.2M	3.2%	\$1,050,591	\$239	7.3%	\$183.21	162	9.1%
2022	70	\$59.4M	4.6%	\$1,041,676	\$252.91	8.2%	\$189	167	8.5%
2021	99	\$105.9M	9.4%	\$1,260,891	\$149.65	7.4%	\$183.43	162	8.1%
2020	75	\$63.3M	8.1%	\$1,055,655	\$105.19	7.0%	\$165.61	146	8.5%
2019	67	\$30.3M	3.0%	\$541,687	\$153.53	6.7%	\$158.78	140	8.7%
2018	75	\$30.8M	4.3%	\$539,985	\$112.09	6.0%	\$152.56	135	8.5%
2017	69	\$64.1M	6.2%	\$1,187,319	\$144.23	7.0%	\$146.87	130	8.4%
2016	71	\$30.2M	3.9%	\$503,591	\$104.61	9.4%	\$143.19	126	8.1%
2015	65	\$26.1M	5.6%	\$501,653	\$102.90	5.8%	\$137.19	121	8.1%
2014	61	\$35.8M	5.5%	\$777,630	\$108.98	7.9%	\$127.62	113	8.2%
2013	41	\$7.5M	4.9%	\$269,233	\$80.01	-	\$120.28	106	8.5%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.

(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred. The price index is not smoothed.

4 & 5 STAR SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/SF	Avg Cap Rate	Price/SF	Price Index	Cap Rate
2028	-	-	-	-	-	-	\$225.17	185	7.5%
2027	-	-	-	-	-	-	\$213.08	175	7.7%
2026	-	-	-	-	-	-	\$202	166	8.0%
2025	-	-	-	-	-	-	\$192.12	157	8.2%
2024	-	-	-	-	-	-	\$187.56	154	8.3%
YTD	-	-	-	-	-	-	\$187.91	154	8.2%
2023	-	-	-	-	-	-	\$186.46	153	8.2%
2022	-	-	-	-	-	-	\$196.76	161	7.6%
2021	-	-	-	-	-	-	\$178.37	146	7.5%
2020	1	\$5.4M	100%	\$5,447,000	\$25.55	-	\$158.02	129	8.0%
2019	-	-	-	-	-	-	\$152.71	125	8.2%
2018	-	-	-	-	-	-	\$149.54	123	8.0%
2017	-	-	-	-	-	-	\$149.07	122	7.7%
2016	-	-	-	-	-	-	\$137.14	112	7.7%
2015	-	-	-	-	-	-	\$133.89	110	7.6%
2014	-	-	-	-	-	-	\$126.19	103	7.7%
2013	1	\$0	80.0%	-	-	-	\$122.45	100	7.8%

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3 STAR SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/SF	Avg Cap Rate	Price/SF	Price Index	Cap Rate
2028	-	-	-	-	-	-	\$211.68	195	8.2%
2027	-	-	-	-	-	-	\$199.59	184	8.5%
2026	-	-	-	-	-	-	\$188.42	174	8.7%
2025	-	-	-	-	-	-	\$178.45	164	9.0%
2024	-	-	-	-	-	-	\$173.35	160	9.0%
YTD	9	\$14.6M	3.3%	\$2,428,733	\$378.94	7.1%	\$173.34	160	9.0%
2023	10	\$12.1M	2.0%	\$1,729,714	\$250.84	-	\$171.27	158	9.0%
2022	16	\$21.6M	4.4%	\$1,963,861	\$250.49	7.7%	\$178.05	164	8.3%
2021	28	\$57.4M	15.0%	\$2,294,936	\$121.58	7.0%	\$168.40	155	8.1%
2020	18	\$33.7M	8.2%	\$2,103,220	\$131.18	7.5%	\$156.89	145	8.4%
2019	13	\$10.3M	2.8%	\$936,364	\$126.96	6.7%	\$150.82	139	8.6%
2018	16	\$11.8M	4.5%	\$1,074,558	\$103.12	-	\$145.70	134	8.4%
2017	23	\$45.9M	6.0%	\$2,867,601	\$266.62	8.2%	\$142.10	131	8.2%
2016	13	\$6.6M	1.8%	\$546,625	\$116.10	10.0%	\$139.08	128	8.0%
2015	10	\$9.1M	4.9%	\$1,515,716	\$105.74	5.8%	\$133.31	123	7.9%
2014	7	\$17.3M	2.7%	\$2,884,803	\$199.99	-	\$124.55	115	8.1%
2013	5	\$1M	2.8%	\$503,500	\$154.28	-	\$117.42	108	8.3%

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1 & 2 STAR SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/SF	Avg Cap Rate	Price/SF	Price Index	Cap Rate
2028	-	-	-	-	-	-	\$234.45	201	8.4%
2027	-	-	-	-	-	-	\$221.79	191	8.7%
2026	-	-	-	-	-	-	\$210.18	181	8.9%
2025	-	-	-	-	-	-	\$199.83	172	9.2%
2024	-	-	-	-	-	-	\$195.03	168	9.2%
YTD	23	\$19.7M	2.3%	\$1,316,200	\$270.15	7.5%	\$195.43	168	9.2%
2023	43	\$34.1M	4.3%	\$922,109	\$235.06	7.3%	\$191.63	165	9.2%
2022	54	\$37.8M	5.0%	\$821,153	\$254.31	8.3%	\$196.44	169	8.6%
2021	71	\$48.5M	5.8%	\$822,736	\$205.84	7.6%	\$194.58	167	8.1%
2020	56	\$24.2M	3.7%	\$563,740	\$183.15	6.8%	\$172.35	148	8.6%
2019	54	\$20M	3.2%	\$445,210	\$172.04	-	\$164.88	142	8.8%
2018	59	\$19M	4.4%	\$412,153	\$118.53	6.0%	\$157.70	135	8.7%
2017	46	\$18.2M	6.6%	\$479,832	\$66.93	5.3%	\$150.18	129	8.5%
2016	58	\$23.7M	5.6%	\$492,832	\$101.81	9.1%	\$146.51	126	8.3%
2015	55	\$17M	6.4%	\$369,383	\$101.44	-	\$140.19	120	8.3%
2014	54	\$18.5M	7.7%	\$461,554	\$76.39	7.9%	\$129.93	112	8.4%
2013	35	\$6.5M	2.9%	\$251,213	\$74.48	-	\$122.22	105	8.7%

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(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred. The price index is not smoothed.

3 PARCELS at corner of 153rd Ave E and 1st St:

(1) 15,168 SF 0.34 acres

Parcel Summary (as of 17-Sep-2024) ^

Parcel Number
09-31-15-00000-240-0600

Owner Name
ENGAGING HEAVEN MINISTRIES INC

Property Use
7153 Church, Church School, Church Owned Building (Parsonage code 0110), Salvation Army, Missions

Site Address
**50 153RD AVE
MADEIRA BEACH, FL 33708**

Mailing Address
**7276 ISLAMORADA CIR
SEMINOLE, FL 33777-3827**

Legal Description
PART OF N 1/2 OF SEC 09-31-15 DESC AS LYING WITHIN GOVT LOT 1 BEG MOST N'LY COR OF BLK 4, LOT 8 OF LONE PALM BEACH TH N40D21'E 136.94FT TH CUR LT RAD ...

[More](#)

Current Tax District
MADEIRA BEACH (MB)

Year Built
1973

Parcel Map ^

(2) 10,620 SF 0.24 acres

Parcel Number

09-31-15-52614-004-0140

Owner Name

ENGAGING HEAVEN MINISTRIES INC

Property Use

4190 Industrial Not Classified Elsewhere

Site Address

**15350 1ST ST E
MADEIRA BEACH, FL 33708**

Mailing Address

**50 153RD AVE
MADEIRA BEACH, FL 33708-1809**

Legal Description

**LONE PALM BEACH 5TH ADD BLK 4, LOTS 14 & 15 LESS THAT PART
OF SD LOT 14 DESC AS BEG MOST E'LY COR OF SD LOT 14 TH CUR
RT RAD 560FT ARC 37.03FT CB ...**

[More](#)

Current Tax District

MADEIRA BEACH (MB)

Year Built

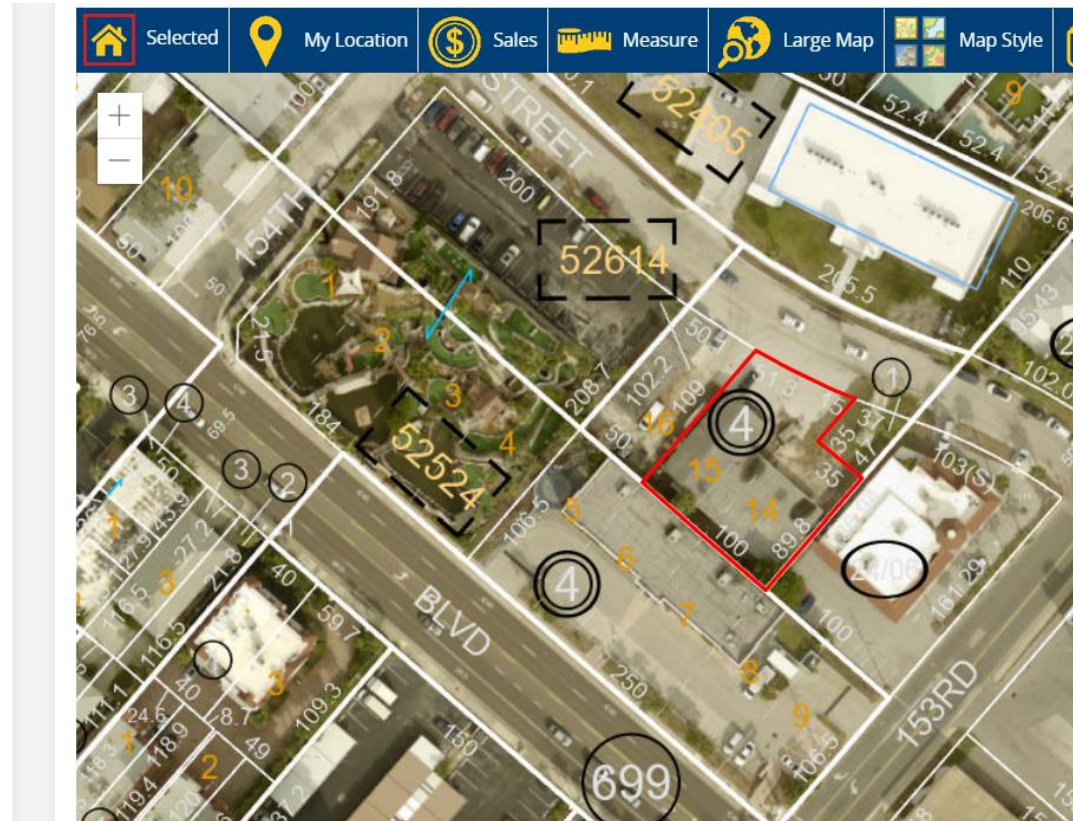
1960

Heated SF
3,624

Gross SF
4,632

Living Units
0

Buildings
1



(3) 5,057 SF 0.11 acres

Parcel Number
09-31-15-52614-004-0160

Owner Name
ENGAGING HEAVEN MINISTRIES INC

Property Use
4190 Industrial Not Classified Elsewhere

Site Address
**15350 1ST ST E
MADEIRA BEACH, FL 33708**

Mailing Address
**50 153RD AVE
MADEIRA BEACH, FL 33708-1809**

Legal Description
LONE PALM BEACH 5TH ADD BLK 4, LOT 16

Current Tax District
MADEIRA BEACH (MB)

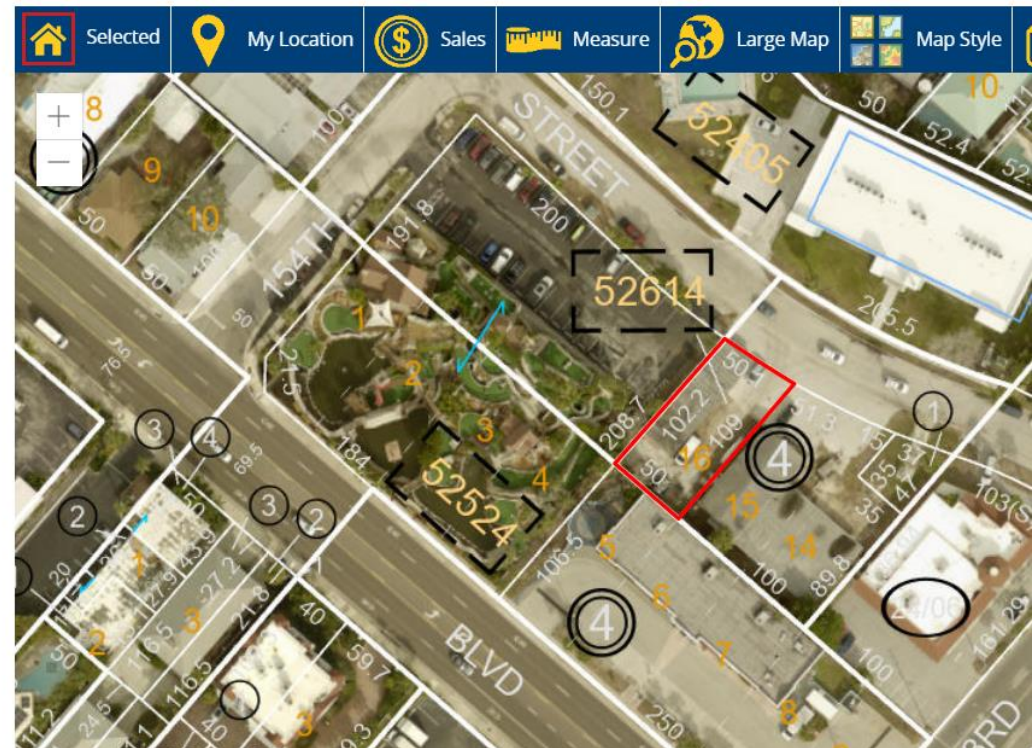
Year Built
1960

Heated SF
1,628

Gross SF
1,628

Living Units
0

Buildings
1





City of Madeira
Beach Public Works

150th Ave



Memorandum

Meeting Details: August 13, 2025 – Board of Commissioners Regular Meeting
Prepared For: Honorable Mayor Brooks and the Board of Commissioners
Staff Contact: Community Development Department
Subject: Resolution 2025-08 Plat Approvals

Background:

Senate Bill (“SB”) 784 took effect on July 1, 2025, and amended Section 177.071, Florida Statutes. This new law requires municipalities to designate, by ordinance or resolution, an administrative authority to “receive, review, and process” a plat or replat submission and designate an administrative official “responsible for approving, approving with conditions, or denying” a proposed plat or replat.

Discussion:

As the governing body for the City of Madeira Beach, the Board of Commissioners may designate the Community Development Department as administrative authority and the Community Development Director, or their authorized designee, as the official responsible for the receipt, review, processing, and final action -- approval, approval with conditions, or denial – of plats or replats in the City of Madeira Beach. The proposed Resolution 2025-08 *Plat Approvals* formalizes this designation and brings the city into compliance with SB 784.

Fiscal Impact:

It is not foreseen this would create a fiscal impact since additional staff would not be required.

Recommendation(s):

Staff recommends the approval of Resolution 2025-08 Plat Approvals.

Attachments/Corresponding Documents:

- Resolution 2025-08 Plat Approvals
- Section 177.071 Florida Statutes

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, PROVIDING FOR THE DESIGNATION OF THE COMMUNITY DEVELOPMENT DEPARTMENT AND THE COMMUNITY DEVELOPMENT DIRECTOR AND ANY SUCCESSOR DEPARTMENT OR DIVISION AS THE ADMINISTRATIVE AUTHORITY WITH THE POWER AND DUTY TO RECEIVE, REVIEW, PROCESS, APPROVE, AND DENY THE SUBMISSION OF APPLICATIONS FOR PLATS AND REPLATS IN THE CITY OF MADEIRA BEACH; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City of Madeira Beach is a municipality organized and incorporated under the laws of the State of Florida; and

WHEREAS, during the 2025 Legislative Session, the Florida Legislature passed Senate Bill ("SB") No. 784, which the Governor signed on June 20, 2025; and

WHEREAS, SB 784 amended § 177.071, Fla. Stat., to provide for the administrative review and approval or denial of plats, and deleted statutory references to plats being approved by "governing bodies"; and

WHEREAS, SB 784 specifically requires the governing body of a municipality to designate, by ordinance or resolution, an administrative authority to "receive, review, and process" a plat or replat submission and designate an administrative official "responsible for approving, approving with conditions, or denying" a proposed plat or replat; and

WHEREAS, SB 784 defines an "administrative authority" as a "department, division, or other agency of the county or municipality" and for purposes of approval includes an "administrative officer or employee designated by governing body of the municipality"; and

WHEREAS, SB 784 took effect on July 1, 2025; and

WHEREAS, the Board of Commissioners desires and intends to ensure that the City's administrative operations related to the receipt, review, processing, approval, approval with conditions, and denial of plats or replats are consistent and compliant with the dictates of SB 784; and

WHEREAS, the Board of Commissioners, as the governing body for the City of Madeira Beach, identifies its Community Development Department and the Community Development Director, or his or her authorized designee, as the department and administrative officer responsible for the receipt, review, processing, approval, approval with conditions, and denial of plats or replats in the City of Madeira Beach.

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

Section 1. Pursuant to § 177.071, Fla. Stat. (2025), the Board of Commissioners hereby designates the City of Madeira Beach Community Development Department as the Administrative Authority to receive, review, and process any plat or replat submission made to the City of Madeira Beach.

Section 2. Pursuant to § 177.071, Fla. Stat. (2025), the Board of Commissioners hereby designates the Community Development Director, or his or her authorized designee, as the administrative officer or employee responsible for the receipt, review, processing, approval, approval with conditions, and denial of plats or replats in the City of Madeira Beach. Further, the Board of Commissioners explicitly authorizes the Community Development Director to designate additional employees within the Community Development Department to serve as his or her authorized designee to perform these administrative functions.

Section 3. In the event the Board of Commissioners or the City's administrative officials should rename or reorganize the divisions, departments, titles or designations of the Community Development Department or the Community Development Director, the authority provided for in this Resolution shall immediately vest with the department, division, officer, or employee that principally retains the powers and duties concerning the administration and enforcement of the City's Comprehensive Plan and land development regulations.

Section 4. This Resolution governing the administrative operation of the City shall supersede any previously adopted ordinance, resolution, policy, or administrative guidance in conflict herewith.

Section 5. The Board of Commissioners retains the authority to rescind, revise, amend, supersede, or otherwise change the administrative authority and persons designated to receive, review, process, approve in full or with conditions, and deny of plats or replats within the City of Madeira Beach.

Section 6. This Resolution shall be in full force and effect immediately upon its adoption and approval by the Board of Commissioners of the City of Madeira Beach.

INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRAR BEACH, FLORIDA, THIS ____ DAY OF _____, 2025.

Anne-Marie Brooks
Mayor

ATTEST:

Clara VanBlargan, MMC, MSM,
City Clerk

CHAPTER 2025-164

Committee Substitute for Committee Substitute for
Committee Substitute for Senate Bill No. 784

An act relating to platting; amending s. 177.071, F.S.; requiring that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances; requiring the governing body of such county or municipality to designate an administrative authority to receive, review, and process plat or replat submittals; providing requirements for such designation; defining the term “administrative authority”; requiring the administrative authority to submit a certain notice to an applicant; providing requirements for such notice; requiring the administrative authority to approve, approve with conditions, or deny a plat or replat submittal in accordance with the timeframe in the initial written notice to the applicant; requiring the administrative authority to notify the applicant in writing if it declines to approve a plat or replat submittal; requiring that the written notification contain the reasons for denial and other information; prohibiting the administrative authority or other official, employee, agent, or designee from requesting or requiring that the applicant request an extension of time; amending s. 177.111, F.S.; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 177.071, Florida Statutes, is amended to read:

177.071 Administrative approval of plats plat by designated county or municipal official governing bodies.—

(1)(a) A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

(b) As used in this section, the term “administrative authority” means a department, division, or other agency of the county or municipality. For purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager, or other high-ranking county or city department or division director with direct or indirect

oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

(2) Within 7 business days after receipt of a plat or replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4)(1) Before a plat or replat is offered for recording, it must be administratively approved as required by this section by the appropriate governing body, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the governing body of the municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the governing body of the county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both governing body, two plats or replats must be prepared and each county or municipality governing body has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees the governing bodies having said jurisdiction agree that one plat is mutually acceptable.

(5)(2) Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the

State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Section 2. Section 177.111, Florida Statutes, is amended to read:

177.111 Instructions for filing ~~plats~~ plat.—After the approval by the appropriate administrative authority governing body required by s. 177.071, the plat or replat must ~~shall~~ be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat or replat. The circuit court clerk or other recording officer shall maintain in his or her office a book of the proper size for such papers so that they ~~will~~ shall not be folded, to be kept in the vault. A print or photographic copy must be filed in a similar book and kept in his or her office for the use of the public. The clerk shall make available to the public a full size copy of the record plat or replat at a reasonable fee.

Section 3. This act shall take effect July 1, 2025.

Approved by the Governor June 20, 2025.

Filed in Office Secretary of State June 20, 2025.



MEMORANDUM

Date: Aug 13, 2025
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: 2026 FL LEGISLATIVE SESSION

Background

City Commission to review/discuss any legislative items and/or appropriations to pursue in the 2026 FL Legislative Session. The City has historically applied for and received FL Legislative Grant Distributions through the Pinellas County Legislative Delegation, and through a contract with Shumaker Advisors. Additionally, our partners and contractor work to ensure various legislation to enhance/improve municipal services provision. The City Commission and the public continue to play a very important role in this entire process.

Discussion

The City has been utilizing the services of Shumaker Advisors, a Tampa, FL, firm, to provide professional lobbying services for State of Florida executive and legislative branch matters including favorable municipal legislation and funding for specific capital projects.

Some of the City's recent appropriations include:

1. 2022, \$1.556 million for John's Pass Dredging
2. 2023, \$0.00
3. 2024, \$100,000 for seawall repair/replacement
4. 2025, \$100,000 for Flood Mitigation

The City has previously supported legislation to protect homeowners (insurance, building protections, regulating short term rentals, etc), encourage tourism, promote resiliency and shoreline protections as well as seek appropriations for City buildings, undergrounding utilities, and flood control. Continued priorities include:

1. Protecting/preserving Home Rule – local control
2. Property Taxes – and all revenue protections
3. Flood Mitigation – resiliency projects



The Florida House of Representatives

Office of the Speaker

MEMORANDUM

To: Members of the Florida House of Representatives
From: House Speaker's Office
Date: August 5, 2025
Re: Bill Filing and Appropriation Project Requests

Bill request submission deadlines and appropriation project submission deadlines have been established for the 2026 Legislative Session. The chart below outlines the schedule for submission, filing, and publication deadlines.

August 11, 2025	Members Leagis dashboard will open.
August 18, 2025	Members may begin filing legislation through Leagis and Appropriations Projects through the filing system.
November 21, 2025	<p>Member Bill Submission Deadline. All bill requests must be submitted electronically through Leagis to House Bill Drafting no later than 5 p.m.</p> <p>Appropriation Project Request Form Submission Deadline. All Member APR requests must be submitted no later than 5 p.m.</p>
January 7, 2026	Member Bill Final Draft Form Deadline. All Member bill requests, including requests for companion bills, must be in final draft form no later than 5 p.m.
January 9, 2026	<p>Member Bill Filing Deadline. All Member bills subject to the Rule 5.2(a) deadline must be approved for filing no later than 5 p.m. on the Friday before the first day of regular session.</p> <p>Appropriation Project Request Form Publication Deadline. All Member APR forms must be published on the House website no later than 5 p.m.</p>

January 16, 2026	Attestation Form Submission Deadline. All APR attestation forms must be submitted no later than 5 p.m.
February 12, 2026	Ceremonial Resolution Submission Deadline. Ceremonial Resolutions must be drafted & submitted to the Rules & Ethics Committee for approval by the Chair no later than 5 p.m. The request must be submitted to House Bill Drafting in advance of this deadline to give House Bill Drafting time to draft the resolution.
February 26, 2026	Ceremonial Resolution Filing Deadline. All Ceremonial Resolutions must be filed (prior to the 46 th day). <i>House Rule 5.2(b)</i>

2025 BOARD OF COMMISSIONERS MEETING SCHEDULE**Patricia Shontz Commission Chambers – City Hall, 300 Municipal Drive, Madeira Beach, FL****“All meetings & Events listed are in the Commission Chambers.”****“Meetings, dates & times are subject to change.”**

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TIME</u>
Wednesday, August 13, 2025	BOC Regular Meeting	6:00 PM
Wednesday, August 27, 2025	BOC Budget Workshop #6	4:00 PM
Wednesday, August 27, 2025	BOC Regular Workshop Meeting	6:00 PM
Monday, September 1, 2025	LABOR DAY – City Holiday	
Wednesday, September 10, 2025	BOC Special Meeting <i>(Tentative FY 2026 Millage & Budget-1st Reading & Public Hearing)</i>	5:45 PM
Wednesday, September 10, 2025	BOC Regular Meeting	6:00 PM
Wednesday, September 24, 2025	BOC Special Meeting <i>(Adoption of FY 2026 Millage & Budget-2nd Reading & Public Hearing)</i>	5:45 PM
Wednesday, September 24, 2025	BOC Regular Workshop Meeting	6:00 PM
Wednesday, October 1, 2025	BOC Regular Meeting	6:00 PM
Wednesday, October 22, 2025	BOC Regular Workshop Meeting	6:00 PM
Tuesday, November 11, 2025	VETERANS DAY – City Holiday	
Wednesday, November 12, 2025	BOC Regular Workshop Meeting <i>(date & time change due to Thanksgiving Holidays)</i>	2:00 PM
Wednesday, November 12, 2025	BOC Regular Meeting <i>(Meeting time change)</i>	4:00 PM
Thursday, November 27, 2025	THANKSGIVING DAY – City Holiday	
Friday, November 28, 2025	DAY AFTER THANKSGIVING DAY – City Holiday	
Wednesday, December 10, 2025	BOC Regular Workshop Meeting <i>(date & time change due to Christmas & New Year’s Holidays)</i>	2:00 PM
Wednesday, December 10, 2025	BOC Regular Meeting <i>(Meeting time change)</i>	4:00 PM
Candidate Qualifying Period	NOON, Monday, December 1, 2025 through NOON, Friday, December 12, 2025, excluding weekends. <i>(Commissioner District 1 and Commissioner District 2) - March 10, 2026 Municipal Election – Candidate Packets available Mon. November 3rd</i>	
Wednesday, December 24, 2025	CHRISTMAS EVE – City Holiday	
Thursday, December 25, 2025	CHRISTMAS DAY – City Holiday	
Wednesday, December 31, 2025	NEW YEAR’S EVE - City Holiday <i>(tentative- may or may not be removed in new personnel manual when adopted)</i>	
Thursday, January 1, 2026	NEW YEAR’S DAY – City Holiday	

2026 BOARD OF COMMISSIONERS MEETING SCHEDULE

Patricia Shontz Commission Chambers – City Hall, 300 Municipal Drive, Madeira Beach, FL

“All meetings & Events listed are in the Commission Chambers.”

“Meetings, dates & times are subject to change.”

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TIME</u>
Thursday, January 1, 2026	NEW YEAR'S DAY – City Holiday	
Wednesday, January 14, 2026	BOC Regular Meeting	6:00 PM
Monday, January 19, 2026	MARTIN LUTHER KING JR. DAY – City Holiday	
Wednesday, January 28, 2026	BOC Regular Workshop Meeting	6:00 PM
Wednesday, February 4, 2026	BOC Regular Meeting	6:00 PM
Monday, February 16, 2026	PRESIDENTS' DAY – City Holiday	
Wednesday, February 11, 2026	BOC Regular Workshop Meeting	6:00 PM
Tuesday, March 10, 2026	Municipal Election Day – (City Centre Room)	7 AM – 7 PM
Wednesday, March 11, 2026	BOC Regular Meeting	6:00 PM
Wednesday, March 25, 2026	BOC Budget Workshop #1	4:00 PM
Wednesday, March 25, 2026	BOC Regular Workshop Meeting	6:00 PM
Wednesday, April 8, 2026	BOC Regular Meeting	6:00 PM
Wednesday, April 29, 2026	BOC Budget Workshop #2	4:00 PM
Wednesday, April 29, 2026	BOC Regular Workshop Meeting	6:00 PM
Wednesday, May 13, 2026	BOC Regular Meeting	6:00 PM
Monday, May 25, 2026	MEMORIAL DAY – City Holiday	
Wednesday, May 27, 2026	BOC Budget Workshop #3	4:00 PM
Wednesday, May 27, 2026	BOC Regular Workshop Meeting	6:00 PM
Wednesday, June 10, 2026	BOC Regular Meeting	6:00 PM
Friday, June 19, 2026	JUNETEENTH – City Holiday	
Wednesday, June 24, 2026	BOC Budget Workshop #4	4:00 PM
Wednesday, June 24, 2026	BOC Regular Workshop Meeting	6:00 PM
Friday, July 3, 2026	'INDEPENDENCE DAY' DAY OFF – City Holiday	
Wednesday, July 8, 2026	BOC Regular Meeting	6:00 PM
Wednesday, July 22, 2026	BOC Budget Workshop #5	4:00 PM
Wednesday, July 22, 2026	BOC Regular Workshop Meeting	6:00 PM

Wednesday, August 12, 2026	BOC Regular Meeting	6:00 PM
Wednesday, August 26, 2026	BOC Budget Workshop #6	4:00 PM
Wednesday, August 26, 2026	BOC Regular Workshop Meeting	6:00 PM
Monday, September 7, 2026	LABOR DAY – City Holiday	
Wednesday, September 9, 2026	BOC Special Meeting <i>(Tentative FY 2027 Millage & Budget-1st Reading & Public Hearing)</i>	5:45 PM
Wednesday, September 9, 2026	BOC Regular Meeting	6:00 PM
Wednesday, September 23, 2026	BOC Special Meeting <i>(Adoption of FY 2027 Millage & Budget-2nd Reading & Public Hearing)</i>	5:45 PM
Wednesday, September 23, 2026	BOC Regular Workshop Meeting	6:00 PM
Wednesday, October 14, 2026	BOC Regular Meeting	6:00 PM
Wednesday, October 28, 2026	BOC Regular Workshop Meeting	6:00 PM
Wednesday, November 11, 2026	VETERANS DAY – City Holiday	
Tuesday, November 10, 2026	BOC Regular Workshop Meeting <i>(date & time change due to Thanksgiving Holidays)</i>	2:00 PM
Tuesday, November 10, 2026	BOC Regular Meeting <i>(date & time change due to Thanksgiving Holidays)</i>	4:00 PM
Thursday, November 26, 2026	THANKSGIVING DAY – City Holiday	
Friday, November 27, 2026	DAY AFTER THANKSGIVING DAY – City Holiday	
Wednesday, December 9, 2026	BOC Regular Workshop Meeting <i>(date & time change due to Christmas & New Year's Holidays)</i>	2:00 PM
Wednesday, December 9, 2026	BOC Regular Meeting <i>(date & time change due to Christmas & New Year's Holidays)</i>	4:00 PM
Candidate Qualifying Period	NOON, Monday, December 7, 2026 through NOON, Friday, December 18, 2026, excluding weekends. <i>(Commissioner District 3 and Commissioner District 4) - March 10, 2026 Municipal Election</i>	
Thursday, December 24, 2026	CHRISTMAS EVE – City Holiday	
Friday, December 25, 2026	CHRISTMAS DAY – City Holiday	
Thursday, December 31, 2026	NEW YEAR'S EVE - City Holiday	
Friday, January 1, 2027	NEW YEAR'S DAY – City Holiday	

Calendar for Year 2026 (United States)

Item 15B.

January Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 3:○ 10:● 18:● 25:●	February Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 1:○ 9:● 17:● 24:●	March Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 3:○ 11:● 18:● 25:●
April Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 1:○ 10:● 17:● 23:●	May Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 1:○ 9:● 16:● 23:● 31:○	June Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 8:● 14:● 21:● 29:○
July Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 7:● 14:● 21:● 29:○	August Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 5:● 12:● 19:● 28:○	September Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 4:● 10:● 18:● 26:○
October Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 3:● 10:● 18:● 26:○	November Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 1:● 9:● 17:● 24:○	December Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 1:● 8:● 17:● 23:○ 30:●

Holidays and Observances:

Jan 1 New Year's Day	May 10 Mother's Day	Oct 31 Halloween
Jan 19 Martin Luther King Jr. Day	May 25 Memorial Day	Nov 3 Election Day
Feb 14 Valentine's Day	Jun 14 Flag Day	Nov 11 Veterans Day
Feb 16 Presidents' Day	Jun 19 Juneteenth	Nov 26 Thanksgiving Day
Mar 17 St. Patrick's Day	Jun 21 Father's Day	Nov 27 Black Friday
Apr 5 Easter Sunday	Jul 3 'Independence Day' day off	Dec 24 Christmas Eve
Apr 6 Easter Monday	Jul 4 Independence Day	Dec 25 Christmas Day
Apr 15 Tax Day	Sep 7 Labor Day	Dec 31 New Year's Eve
May 5 Cinco de Mayo	Oct 12 Columbus Day	

Item 15B.

Calendar generated on www.timeanddate.com/calendar

**Board of Commissioners
Meetings Report
(January 1, 2025 – July 31, 2025)**



Prepared By
Clara VanBlargan, MMC, MSM
City Clerk
July 24, 2025

BOARD OF COMMISSIONERS – 01/01/2025 – 03/11/2025

Anne-Marie Brooks, Mayor (Mayor as of 6/14/2024)
 Ray Kerr, Commissioner District 2
 David Tagliarini, Vice Mayor/Commissioner District 1
 Eddie McGeehen, Commissioner District 3
 Housh Ghovae, Commissioner District 4 (appointed 7/10/2024)

TERM OF OFFICE

3-Year Term (03/2023 – 03/2025)
 2-Year Term (03/2022 – 03/2026)
 2-Year Term (03/2022 – 03/2026)
 2-Year Term (03/2023 – 03/2025)
 2-Year Term (07/2024 – 03/2025)

BOARD OF COMMISSIONERS – 03/12/2025 – 12/31/2025

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

TERM OF OFFICE

3-Year Term (03/2023 – 03/2028)
 2-Year Term (03/2022 – 03/2026)
 2-Year Term (03/2022 – 03/2026)
 2-Year Term (03/2023 – 03/2027)
 2-Year Term (07/2024 – 03/2027)

ANNUAL SALARY - (City Charter, Section 2.2(B) and Ordinance 2023-23)

Mayor	\$10,000
District Commissioner	\$7,500

INDUCTION INTO OFFICE – MARCH 12, 2025, BOC REGULAR MEETING

- Anne-Marie Brooks, Mayor 3-Year Term (*New term to 03/2028*)
- Eddie McGeehen, District 3 Commissioner 2-Year Term (*New term to 03/2027*)
- Housh Ghovae, District 4 Commissioner 2-Year Term (*New term to 03/2027*)

APPOINTMENT OF VICE MAYOR – MARCH 12, 2025, BOC REGULAR MEETING

- Ray Kerr, Vice Mayor/Commissioner District 2 1-Year Term (*03/2025-03/2026*)

BOARD OF COMMISSIONERS MEMBERSHIP - OTHER GOVERNMENTAL BOARDS

- **Mayor Anne-Marie Brooks**
 - [Barrier Islands Governmental Council \(BIG C\)](#) – The BIG C, incorporated in 1990, is a governmental council including eleven municipalities residing on the west coast of Florida, from St. Pete Beach to Clearwater: Belleair Beach, Belleair Shore, Clearwater, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, Treasure Island.
 - Beaches Chamber (Board Member) -
 - [Emergency Medical Services Advisory Council \(EMS\)](#) - The EMS Advisory Council is responsible for evaluating Pinellas County's Emergency Medical Services system and making recommendations necessary to the EMS Authority on needs, problems, and opportunities relating to Emergency Medical Services.
 - [Forward Pinellas](#) – (Appointed by BOC 7/23/2025, awaiting formal approval by BIG C). Forward Pinellas is a land use and transportation planning agency that guides integrated transportation and land use solutions, sustaining economic value by connecting the communities of Pinellas County and the Tampa Bay region. The agency is charged with addressing countywide land use and transportation concerns, as both the Pinellas Planning Council and the Pinellas County Metropolitan Planning Organization. Forward Pinellas not only provides a forum for countywide decision-making on transportation and land-use issues, but also offers technical support, regional coordination, and policy advice and guidance to Pinellas County's 24 cities and unincorporated areas.

- [Mayors' Council of Pinellas County](#) – The primary objective of the Mayors' Council is to promote improvement and efficiency in municipal government, promote cooperation between officials of the municipalities of Pinellas County, and secure legislation that would be beneficial to its municipalities. The Mayor's Council was formally established on May 3, 1977. Its membership consists of the mayors of the chartered municipalities of Pinellas County and other individuals who wish to be involved in council meetings.
- [Tampa Bay Beaches Chamber](#) (Member of the Board of Directors) – The Tampa Bay Beaches Chamber is a diverse group of businesses spread along the Gulf Beaches of Pinellas County, from Tierra Verde to Clearwater Beach. They take great pride in where they live, work, and play, and are there to help everyone discover new places to visit, shop, and live like a local along the beautiful Gulf Beaches.
- [Tampa Bay Regional Planning Council \(TBRPC\)](#) – The TBRPC serves the citizens and member governments by providing a forum to foster communication, coordination, and collaboration in identifying and addressing regional issues and needs.
 - [2025-2029 Initiatives Plan – A Five-Year Strategic Roadmap](#)
- **Commissioner David Tagliarini**
 - [Gulf Beaches Public Library Board](#) (Alternate trustee member) – The primary purpose of the Gulf Beaches Public Library Board is to govern and oversee the operations of the Gulf Beaches Public Library, ensuring it effectively serves the community's educational, recreational, and cultural needs. The Board is responsible for establishing library policies, managing finances, and advocating for the library's role within the community. The Board, composed of members appointed by the five municipalities it serves (Treasure Island, Madeira Beach, Redington Beach, North Redington Beach, and Redington Shores), provides the overall direction for the library.
 - Pinellas Public Library Cooperative <https://pplc.us/>

BOARD OF COMMISSIONERS MEETING ATTENDANCE

- January 8, 2025, BOC Regular Meeting – *All present*
- January 22, 2025, BOC Regular Workshop – *All present*
- February 12, 2025, BOC Regular Meeting – *All present*
- February 26, 2025, BOC Joint Workshop with Civil Service Commission – *Vice Mayor Tagliarini and Commissioner McGeehen absent*
- February 26, 2025, BOC Special Meeting (for a shade meeting) - *Vice Mayor Tagliarini and Commissioner McGeehen absent*
- February 26, 2025, BOC Regular Workshop - *All present*
- March 12, 2025, BOC Regular Meeting – *All present*
- March 26, 2025, BOC Budget Workshop Meeting – *All present*
- March 26, 2025, BOC Regular Workshop Meeting - *All present*
- April 2, 2025, BOC Regular Meeting – *All present (City Manager absent)*
- April 16, 2025, BOC Budget Workshop Meeting – *All present*
- April 16, 2025, BOC Regular Workshop Meeting – *All present*
- May 14, 2025, BOC Regular Meeting – *All present*
- May 28, 2025, BOC Budget Workshop – *Commissioner Tagliarini absent*
- May 28, 2025, BOC Regular Workshop Meeting – *All present*

- June 11, 2025, BOC Regular Meeting – *All present*
- June 25, 2025, BOC Budget Workshop – *Commissioner Tagliarini absent*
- June 25, 2025, BOC Regular Workshop – *Commissioner Tagliarini absent*
- July 9, 2025, BOC Regular Meeting – *Commissioner Tagliarini absent*
- July 23, 2025, BOC Budget Workshop – *All present*
- July 23, 2025, BOC Special Meeting – *All present*
- July 23, 2025, BOC Regular Workshop – *All present*

PROCLAMATIONS

February 26, 2025, BOC Regular Workshop Meeting

- Flood Awareness Week Proclamation; March 3 – 9, 2025

April 2, 2025, BOC Regular Meeting

- 56th Annual Professional Municipal Clerks Week; May 4-10, 2025

May 14, 2025, BOC Regular Meeting

- National Safe Boating Week; May 17-23, 2025

June 11, 2025, BOC Regular Meeting

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

July 9, 2025, BOC Regular Meeting

- Parks and Recreation Month; July 2025

PRESENTATIONS

January 8, 2025, BOC Regular Meeting

- Senator Nick DiCeglie – Hurricanes and storm-related issues. He offered his assistance and asked that the City of Madeira Beach consider him a resource to help do whatever is necessary to help Madeira Beach move forward.

February 12, 2025, BOC Regular Meeting

- Madeira Beach Fire Department – Introduction of New Hires
- Madeira Beach Fire Department – Firefighter of the Year, 2025
- Madeira Beach Fire Department – Promotions
- Madeira Beach Fire Department – Recognition of Years of Service

July 9, 2025, BOC Regular Meeting

- Mosquito Control & Vegetation Management – Pinellas County
- Preparing Your Organization for a Major Hurricane – Presentation by Mayor Brooks

APPROVAL OF MINUTES

January 8, 2025, BOC Regular Meeting – *Approved 5-0*

- 12-11-2024, BOC Regular Meeting Minutes

- 12-11-2024, BOC Regular Workshop Meeting

February 12, 2025, BOC Regular Meeting – *Approved 5-0*

- 01-08-2025, BOC Regular Meeting Minutes
- 01-22-2025, BOC Regular Workshop Meeting Minutes

March 12, 2025, BOC Regular Meeting – *Approved 5-0*

- 02-12-2025, BOC Regular Meeting Minutes
- 02-26-2025, BOC Special Meeting Minutes (for a Shade Meeting)
- 02-26-2025, BOC Joint Workshop Meeting with Civil Service Commission Meeting Minutes
- 02-26-2025, BOC Regular Workshop Meeting

April 2, 2025, BOC Regular Meeting – *Approved 5-0*

- 03-12-2025, BOC Regular Meeting Minutes

May 14, 2025, BOC Regular Meeting – *Approved 5-0*

- 03-26-2025, BOC Budget Workshop Meeting Minutes
- 03-26-2025, BOC Regular Workshop Meeting Minutes
- 04-02-2025, BOC Regular Meeting Minutes
- 04-16-2025, BOC Budget Workshop Meeting Minutes
- 04-16-2025, BOC Regular Workshop Meeting Minutes

June 11, 2025, BOC Regular Meeting

- 05-14-2025, BOC Regular Meeting Minutes
- 05-28-2025, BOC Budget Workshop Meeting Minutes
- 05-28-2025, BOC Regular Workshop Meeting Minutes

July 9, 2025, BOC Regular Meeting

- 06-11-2025, BOC Regular Meeting Minutes
- 06-25-2025, BOC Budget Workshop Meeting Minutes
- 06-25-2025, BOC Regular Workshop Meeting Minutes

PUBLIC HEARINGS – ORDINANCES

Ordinance 2025-01, New Personnel Policy – Adopted 04/02/2025

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A NEW PERSONNEL POLICY; REPEALING ORDINANCE 2019-13; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 29, 2025, Civil Service Commission Meeting
- February 26, 2025, BOC Joint Workshop Meeting with Civil Service Commission
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
Mayor Brooks wanted certain changes made. The City Attorney asked that they approve the ordinance as written, and he would bring the changes back in redlines and underlines at the April 2, 2025, BOC Regular Meeting, so they could see them. If the changes are acceptable on second reading, they will be adopted as amended.
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0 with the*

changes made on first reading brought back to them at second reading.

Mayor Brooks disagreed with the comment regarding allowing the City Manager to determine how long someone would be required to work for the City if the City paid their tuition. It could show bias or favoritism. One might be required to work one year, and someone else three or five years. She would like that brought back for discussion at the next workshop. They could also discuss language changes to sections that the City Clerk's Office listed for city charter consistency with language. The Board consented.

- April 16, 2025, BOC Regular Workshop – Tuition Reimbursement. The City Attorney says that the personnel policy states that approval of any specific reimbursement request is at the sole discretion of the human resources staff, who must weigh all relevant facts and policies in granting or denying any request. The human resources staff decides how long someone should stay after completing the course. The Mayor said that it is a problem. It would not be fair to let a single individual determine how long a person should stay after tuition reimbursement because favoritism could come into play. That is the reason she asked that the policy come back to them. She would rather “a year” be placed there. The Board consented to a one-year commitment for an associate's degree, a two-year commitment for a bachelor's degree, and a two-year commitment for a master's degree. The City Attorney will bring an amendment to Ordinance 2025-01 to the May 14, 2025, BOC Regular Meeting for 1st Reading & Public Hearing to make the changes.

Ordinance 2025-02, Amendment to Civil Service Commission Duties & Responsibilities – Adopted 04/02/2025

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 OF ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES RELATING TO THE CIVIL SERVICE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 29, 2025, Civil Service Commission Meeting
- February 26, 2025, BOC Joint Workshop Meeting with Civil Service Commission
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-03, Post Termination Hearings; Hearing Officer – Adopted 04/02/2025

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADDING DIVISION 5 (POST TERMINATION HEARINGS; HEARING OFFICER) TO ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 29, 2025, Civil Service Commission Meeting
- February 26, 2025, BOC Joint Workshop Meeting with Civil Service Commission
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-04, Planned Development – Adopted 03/12/2025

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 10, PD., PLANNED DEVELOPMENT, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON INTENT AND PURPOSE; INCLUDING DIMENSIONAL REGULATIONS; SPECIFYING REQUIREMENTS

FOR THE APPLICATION FOR PD ZONING; CLARIFYING THE REVIEW CRITERIA FROM THE LOCAL PLANNING AGENCY; CLARIFYING THE REVIEW CRITERIA FROM THE BOARD OF COMMISSIONERS; INCLUDING STANDARD OPERATING ADJUSTMENTS IN THE CHANGES OF DEVELOPMENT PLAN; AND INCLUDING OPTIONS FOR TIME EXTENSIONS; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop Meeting
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 4-1 with removal of a paragraph (Commissioner Tagliarini against)*

Section 110-387, Permitted uses and dimensional regulations (p. 248 of packet) - REMOVED third paragraph: “PD developments located in the Traditional Village, Commercial Core, Boardwalk, and Low Intensity Mixed Use Character Districts of the John's Pass Village Activity Center cannot exceed the height limits prescribed in Appendix D—John's Pass Village Activity Center Development Standards.”

Ordinance 2025-05, Temporary Shelters on Residential Property– Adopted 03/12/2025

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 94 FLOODPLAIN MANAGEMENT, DIVISION 10. FLOOD RESISTANT DEVELOPMENT, ARTICLE I. BUILDINGS AND STRUCTURES, SECTION 94-103. MANUFACTURED HOMES AND RECREATIONAL VEHICLES, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FOR THE USE OF RECREATIONAL VEHICLES AS TEMPORARY SHELTERS ON RESIDENTIAL PROPERTIES FOLLOWING A NATURAL EMERGENCY; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- December 11, 2024, BOC Regular Workshop Meeting (Agenda Item 6.B. RVs & Campers)
- January 22, 2025, BOC Regular Workshop Meeting
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-06, Amendment to Capital Improvement Element of the Comprehensive Plan – Adopted 03/12/2025

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop Meeting
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-07, Adult Use Restriction – Adopted 03/12/2025

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, CREATING SECTION 110-841 OF SUBDIVISION I (IN GENERAL) OF DIVISION 13 (ADULT ENTERTAINMENT USES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO PROHIBIT PERSONS UNDER THE AGE OF 18 YEARS TO

ENTER, REMAIN IN OR PURCHASE GOODS OR SERVICES AT AN ADULT ENTERTAINMENT ESTABLISHMENT; TO PROHIBIT PERSONS UNDER THE AGE OF 21 YEARS TO BE AN EMPLOYEE OF AN ADULT ENTERTAINMENT ESTABLISHMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop Meeting
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-08, Amendment to Fees & Collections Manual – Adopted 03/12/2025

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO ADD A DECLARED DISASTER SANITATION FEE; REPEALING ORDINANCE 2024-22; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop Meeting (Agenda Item 7. B. Declared Disaster Sanitation Fee)
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-09, Districts – Adopted 04/02/2025

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF CHAPTER 110 (ZONING) OF ARTICLE V. (DISTRICTS) DIVISION 1 (GENERALLY) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; RENAMING THE C-1 ZONING DISTRICT TO JOHN'S PASS VILLAGE ACTIVITY CENTER; REMOVING C-2, JOHN'S PASS MARINE COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop Meeting (Agenda Item 6. A., Updates to the Code for C-1 and C-2 Zoning District)
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-10, Accessory Structures – Adopted 04/02/2025

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 4 (ACCESSORY STRUCTURES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO RENAME THE C-1 TOURIST COMMERCIAL ZONES TO INCLUDE JOHN'S PASS VILLAGE ACTIVITY CENTER; ADD SETBACKS FOR EACH CHARACTER DISTRICT OF JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING; AND REMOVE REFERENCES TO THE C-2 ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop Meeting (Agenda Item 6. A., Updates to the Code for C-1 and C-2 Zoning District)
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*

- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-11, Alcoholic Beverages – Adopted 04/02/2025

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI. (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 6. (ALCOHOLIC BEVERAGES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT REGULATIONS; PROVIDING FOR PLANNED DEVELOPMENT ZONING DISTRICT REGULATIONS; REMOVING REFERENCES TO C-2, JOHN'S PASS MARINE COMMERCIAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop Meeting (Agenda Item 6. A., Updates to the Code for C-1 and C-2 Zoning District)
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-12, Amendment to Fees and Collection Procedures Manual – Rental Pricing for City Facilities (Recreation Center, Recreation Complex, and City Centre Room) – Adopted 04/02/2025

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE MODIFICATION OF HOURLY RATES AND ROOMS AVAILABLE FOR RENT WITHIN THE RECREATION CENTER AND CITY HALL AND REWORD THE REFERENCE TO SALES TAX COLLECTED THEREFOR; REPEALING ORDINANCE 2025-08; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop Meeting Discussion – Facility Rental Fee updates (Agenda Item 9. C. Facility Rental Fee Updates)
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-13, Amendment to Fees and Collection Procedures Manual – To change rates for Overnight Parking and City Development Fees, & Reword certain Development Services – Adopted 06/11/2025

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

- April 16, 2025, BOC Regular Workshop Meeting
- May 14, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- June 11, 2025, BOC Regular Meeting – 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-14, Amendment to Chapter 14, Article IV. Moving of Structures to address elevating structures in the same footprint (No Ordinance Header at this time)

- June 25, 2025, BOC Regular Workshop Meeting
- July 9, 2025, BOC Regular Meeting – Discussion
- July 23, 2025, BOC Special Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- July 23, 2025, BOC Regular Workshop Meeting – There was no discussion on the item

Future Ordinance Amendment (No ordinance at this time) - Add Ordinance Language for Unsafe Structures

- June 25, 2025, BOC Regular Workshop Meeting

PUBLIC HEARINGS – ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

January 8, 2025, BOC Regular Meeting

- 4COP Special Food Service Establishment Alcoholic Beverage License ABP 2025-01 - Dockside Dave's Restaurant, located at 14701 and 14703 Gulf Blvd., Madeira Beach – *Approved 5-0*

June 11, 2025, BOC Regular Meeting

- 2COP Alcoholic Beverage License ABP 2025-03 - Belleair Market Johns Pass, 111 Boardwalk Place West, Suite 103, Madeira Beach – *Approved 5-0*
- 4COP Alcoholic Beverage License ABP 2025-02 – Barefoot Beach Resort South, LLC, 13220 Gulf Blvd, 13220 Gulf Blvd #1, 13220 Gulf Blvd #2, Madeira Beach – *Approved 3-2, Vice Mayor Kerr and Commissioner Tagliarini voted against.*

RESOLUTIONS

Resolution 2025-01, Public Records Exemption Resolution – Adopted 03/12/2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

- March 12, 2025, BOC Regular Meeting – *Approved 5-0.*

Resolution 2025-02, BOC Policy Handbook – Adopted 05/14/2025

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

- March 26, 2025, BOC Regular Workshop
- April 16, 2025, BOC Regular Workshop
- May 14, 2025, BOC Regular Meeting – *Approved 5-0*

Resolution 2025-03, Pinellas 2025 Local Mitigation Strategy (LMS) Plan – Adopted 05/14/2025

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

- April 16, 2025, BOC Regular Workshop
- May 14, 2025, BOC Regular Meeting – *Approved 5-0*

Resolution 2025-04, Adopting Ceremonial Items Policy – Adopted 07/09/2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A CEREMONIAL ITEMS POLICY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

- April 16, 2025, BOC Regular Workshop
- May 28, 2025, BOC Regular Workshop Meeting
- June 25, 2025, BOC Regular Workshop Meeting
- July 9, 2025, BOC Regular Meeting – *Approved 4-0*

Resolution 2025-05, Amendment to Emergency Operations Plan (EOP) – Adopted 06/11/2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, PROVIDING FOR THE ADOPTION OF THE CITY OF MADEIRA BEACH EMERGENCY OPERATIONS PLAN DATED JUNE 11, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

- May 28, 2025, BOC Regular Workshop Meeting
- June 11, 2025, BOC Regular Meeting – *Approved 5-0*

Resolution 2025-06, FY 2025 Budget Amendment #1 – Adopted 06/11/2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2025 (OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025) BY INCREASING APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND, THE ARCHIBALD PARK FUND, AND THE SANITATION FUND; AND PROVIDING FOR AN EFFECTIVE DATE

- May 28, 2025, BOC Regular Workshop Meeting
- June 11, 2025, BOC Regular Meeting – *Approved 5-0*

Resolution 2025-07, One-Year Moratorium on Local Mobility Impact Fees – Adopted 07/23/2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE IMPOSITION AND COLLECTION OF THE MOBILITY FEE REQUIRED PURSUANT TO CHAPTER 92 (PROPORTIONATE SHARE DEVELOPMENT FEE) OF THE CITY OF MADEIRA BEACH CODE OF ORDINANCES UNTIL JULY 31, 2026; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

- July 23, 2025, BOC Special Meeting – *Approved 5-0*

CONTRACTS/AGREEMENTS/PURCHASES

- JCB 35Z-1 Compact Excavator Purchase – Sourcewell Contract - \$59,040

- January 8, 2025, BOC Regular Meeting – *Approved 5-0*
- Tampa Bay Psychology Services LLC Agreement for Psychological Evaluation and Counseling Services for Fire Personnel @ \$165.00 per individual counseling session
 - January 22, 2025, BOC Regular Workshop Meeting
 - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Public Works/Satellite Building Department Design – Engineering proposal with Pennoni for the public works building for \$62,050.00
 - January 22, 2025, BOC Regular Workshop Meeting
 - February 12, 2025, BOC Regular Meeting – *Approved 4-1; Commissioner Kerr voted against*
- Public Works/Satellite Building Change Order – Architectural & Structural Engineering Services - \$88,610.00
 - March 26, 2025, BOC Regular Workshop Meeting
 - April 2, 2025, BOC Regular Meeting – *Approved 3-2*
- AAA Florida Traffic Safety Grant – to increase the road for the firefighters while responding to an accident or an emergency call - \$5,400
 - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Saltwater Destination Agreement – 2nd Amendment - Five-year extension from October 22, 2024, through October 21, 2029, to provide chairs and umbrellas on the sand in front of Archibald Park. - \$12,000 Annual Payment
 - January 22, 2025, BOC Regular Workshop Meeting
 - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Rebuilding Madeira Beach – Watershed Management Plan – Contract with Advanced Engineering for the Preliminary Program Development, Document Review, and Support Services - \$89,865.81
 - January 22, 2025, BOC Regular Workshop Meeting
 - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Emergency Bridge Loan Program – Request for Application (up to 10-YR Term, 0% Interest for full term)
 - January 22, 2025, BOC Regular Workshop Meeting
 - February 12, 2025, BOC Regular Meeting – *Approved 5-0, for Finance to apply for the loan*
- DSK Law Engagement Letter to serve as Special Magistrate for the City of Madeira Beach - \$210 per hour plus costs for each actual attorney hour worked and \$65 per hour for each paralegal hour worked in regard to engagement.
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- CAP Government Agreement – Building Services (Piggyback agreement with City of Dania Beach, FL – expires in May 2025 unless renewed)
 - February 12, 2025, BOC Regular Workshop Meeting

- March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Mobi-Mat Purchase for John’s Pass North Jetty - \$6,205.00
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 4-1 (Commissioner Ghovae against)*
- Rear Load Containers Purchase from Iron Containers - \$36,145.00
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- ITB 25-02 Rear Load Replacement Containers Purchase from Iron Container - \$30,000 average annual purchase (3-YR Sales Agreement)
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Archibald Parking Lot and 142nd Beach Access Repair - \$494,680 (Piggyback Contract with City of Largo, FL with Keystone Excavators, Inc.)
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
 - April 16, 2025, BOC Regular Workshop Meeting – Project Update
- RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs – Contract with Grosz Construction Company, Inc. - \$57,700.00
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Master Pyro, LLC – Fireworks Displays – (\$5,000.00 for the March 16th display, \$5,000.00 for the May 4th display, \$20,000.00 for the July 3rd display, and \$5,000.00 for the November 9th display)
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Facility Use Agreement with Burton Meiring, LLC dba as Simple Weddings (Receive 25% discount on rental rates listed in the Madeira Beach Fees and Collection Manual)
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Automated Side Load Garbage Truck Lease Agreement - \$8,500 per month (13-month Lease)
 - March 26, 2025, BOC Regular Workshop Meeting
 - April 2, 2025, BOC Regular Meeting – *Approved 5-0*
- Amendment to Kimley-Horn and Associates, Inc., Consulting and Design Services Agreement
 - April 16, 2025, BOC Regular Workshop Meeting
 - May 14, 2025, BOC Regular Meeting – *Approved 5-0*

- Interlocal Agreement with the City of Largo for Storm Debris Management, Site Lot 14 Utilization for 90-day Period - \$500.00 per Storm (5-YR Term with option to renew for an additional four, one-year terms)
 - April 16, 2025, BOC Regular Workshop Meeting
 - May 14, 2025, BOC Regular Meeting – *Approved 5-0*
- ITB 25-05, Area 3 Roadway & Drainage Improvement Contract with Harbor Contracting, LLC - \$7,155,457.44
 - April 16, 2025, BOC Regular Workshop Meeting
 - May 14, 2025, BOC Regular Meeting – *Approved 5-0*
- Joint Participation Agreement with Pinellas County for Area 3 Roadway and Drainage Improvement Project – Reimbursement to the City for \$1,430,000.00
 - April 16, 2025, BOC Regular Workshop Meeting
 - May 14, 2025, BOC Regular Meeting – *Approved 5-0*
- ITB 25-06, Boca Ciega Street End Project, \$149,998.42, includes 10% contingency in the event of an unforeseen issue during construction [Must have evidence to pay contingency]
 - January 22, 2025 BOC Regular Workshop Meeting
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 26, 2025, BOC Regular Workshop Meeting
 - April 16, 2025, BOC Regular Workshop Meeting
 - May 28, 2025, BOC Regular Workshop Meeting
 - June 11, 2025, BOC Regular Meeting - *Approved 5-0*
- ITB 25-07, Military Court of Honor, \$225,823.02, includes 10% contingency in the event of an unforeseen issue during construction [Must have evidence to pay contingency]
 - January 22, 2025 BOC Regular Workshop Meeting
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 26, 2025, BOC Regular Workshop Meeting
 - April 16, 2025, BOC Regular Workshop Meeting
 - May 28, 2025, BOC Regular Workshop Meeting
 - June 11, 2025, BOC Regular Meeting – *Approved 5-0*
- RFI No. 25-09 Engineering Consultant and Design Services discussion & Approval
 - May 28, 2025, BOC Regular Workshop Meeting
 - June 11, 2025, BOC Regular Meeting – *Approved 5-0, approved the Preference List and Agreements in the Agenda Packet*
- City of Madeira Beach Fire Station Settlement Agreement
 - May 14, 2025, BOC Regular Meeting – *Approved 5-0*
- Master Agreement UF, Task Order 08: Impact Fees, \$30,000
 - April 16, 2025, BOC Regular Workshop Meeting
 - May 28, 2025, BOC Regular Workshop Meeting

- June 11, 2025, BOC Regular Meeting – The Board asked that the item be brought back for discussion at the July BOC Workshop with a presentation and to discuss it earlier in the meeting.
- RFP No. 25-10 Financial Auditing Services
 - June 11, 2025, BOC Regular Meeting – The Board consented to Mr. Laflin sending out the RFP. The Board of Commissioners will serve as the Auditing Committee. They will be provided with the proposals received one month in advance of the first meeting to grade and evaluate them.
- Interlocal Agreement with Pinellas County for Multimodal Impact Fee Coordination
 - May 28, 2025, BOC Regular Workshop Meeting
 - July 23, 2025, BOC Special Meeting – *Approved 5-0*

BOARD APPOINTMENTS

July 23, 2025, BOC Special Meeting

- Forward Pinellas Board Appointment – *Approved 5-0, Mayor Brooks to serve as a member of the Forward Pinellas Board (awaiting formal approval by BIG C)*

WORKSHOP AGENDA SETTING FOR UPCOMING WORKSHOP LIST

January 8, 2025, BOC Regular Meeting (January 22, 2025, BOC Regular Workshop)

- Ordinance 2025-06, CIP Update in Comprehensive Plan
- Ordinance 2025-04, Planned Development
- City Information Dissemination
- Grant Writing
- Military Court of Honor
- FY 25 1st Quarter Financial Update
- John's Pass Dredging Update
- Post-Hurricane Update
- Presentation: Advanced Engineering Design, Rebuilding Madeira Beach
- Ordinance 2025-05, Temporary Structures on Residential Property after Natural Emergencies
- Mulch
- New Website Quotes
- Information Officer
- Task Force Committee

Added:

- Amendment to the City's adult use establishment ordinance (City Manager)
A legislative change last year required the City to update its ordinance on adult use establishments because it increased the minimum age.
- 2025 Florida Legislative Session (Commissioner Kerr)
 - Infrastructure funding request for Senator DiCeglie
 - Create a preliminary list they can discuss and add it so they can prepare it to send off at the end of the workshop.

- If they are interacting with FEMA about the insurance, let them know that it is ridiculous to elevate four feet above base flood elevation and not calculate it into the insurance premium. Homeowners will be elevating their homes at a very high cost and then hit with \$8,000 to \$10,000 insurance premiums when there is nothing they are insuring. It is excessive.
- Tom and Kitty Stuart Park Discussion (Commissioner Ghovae)
- Department heads to give updates on damage repairs they are making due to the hurricanes and the storms (Mayor Brooks)

February 12, 2025, BOC Regular Meeting (February 26, 2025, BOC Joint Workshop with Civil Service Commission)

- Ordinance 2025-01, Employee Personnel Policy
- Ordinance 2025-02, Civil Service Commission Duties
- Ordinance 2025-03, Post Termination Hearings; Hearing Officers

February 12, 2025, BOC Regular Meeting (February 26, 2025, BOC Regular Workshop)

- Post-Hurricane Update
- Information Officer
- Task Force Committee
- Key to the City Discussion
- Post-Hurricane Update – Recovery, Rebuild, Permitting, FEMA, FDEM
- FY 25 Financial Update & Storms Damage Assessment (also discussed at 12-11-2024 BOC Workshop)
- City Street Ends Project Update
- ITB 20-02: Approval of contract for Purchase of Rear-Load Replacement Dumpsters
- Dumpster Purchase Approval
- Update on the Jetty, Dredging, and Military Court of Honor (Mayor Brooks)

Added

- City Manager's Spending Limitation (Added during Reports & Correspondence)

March 12, 2025, BOC Regular Meeting (March 26, 2025, BOC Regular Workshop)

- BOC Policy Handbook (Resolution 2025-02)
- FY 2025 Financial Update & Storm Damage/Insurance
- City Hall Ground Floor Repair
- City Hall Ground Floor New Construction – Status
- Texting Service - City Information
- Post-Hurricane Update - Recovery, Rebuild, Permitting, FEMA, FDEM
- Military Court of Honor
- John's Pass Dredging
- Grant Works - Existing Agreement

Added:

- Pocket Parks Update
- Library 60-Day Budget Extension
- Vision for the Marina during the Budget Workshop
- Captain Melvin Jackson with PCSO

- Snack Shack Agreement
- Tom and Kitty Stuart Park Update
- Update on the repairs at the Pinellas County Park
- Commissioner Ghovae asked for an update on the repairs to State Road 666 over the causeway. The City Manager said he would contact Pinellas County and follow up. Director Wepfer said the potholes along 150th Avenue are from failing utilities, and the County is aware of them.

April 2, 2025, BOC Regular Meeting (April 16, 2025, BOC Regular Workshop)

- Master Plan
- 2025 Local Mitigation Strategy
- RFP No. 25-05, Area 3 Drainage & Roadway Improvements

Added:

- John's Pass Dredging Update (City Manager)
- Boca Ciega Street End Update (City Manager)
- Court of Honor Update (City Manager)
- Archibald Park Update (City Manager)
- Post Storm Updates (City Manager)
- 2024 Audit Presentation (City Manager)
- BOC Policy Handbook (Mayor Brooks) - Discussed adding a section on the order of business agenda for BOC regular meetings in the BOC Policy Handbook to address citizen comments received at the meeting. She would like it to be discussed and voted on at their next regular meeting.
- Tom and Kitty Stuart Park (Mayor Brooks)
- Key to the City and Awards Procedure (Mayor Brooks)
- Residential Impact Fees (Vice Mayor Kerr)

May 14, 2025, BOC Regular Meeting (May 28, 2025, BOC Regular Workshop)

- Ceremonial Items Policy (Resolution 2025-04)
- John's Pass Dredging Update
- Snack Shack Agreement Review
- Grantworks Agreement
- Interlocal Agreement between Pinellas County and Local Governments for Multimodal Impact Fee Coordination
- Impact Fees (Jerry Murphy)
- Post-Hurricane Update- Recovery, Rebuild, Permitting, FEMA, FDEM
- Emergency Operations Plan (Resolution 2025-05)
- ITB 25-06, Boca Ciega Street End Project
- ITB 25-07, Military Court of Honor Project
- City Fitness Center

Added:

- City Manager's Performance Evaluation & provide criteria for that (City Manager)
- Timeline for Plan Review: What is proficient with their manpower, and whether they need to outsource more?

June 11, 2025, BOC Regular Meeting (June 25, 2025, BOC Regular Workshop; 6:00 p.m.)

- Compensation Study
- Resolution 2025-04, Adopting Ceremonial Items Policy (Draft)
- Interlocal Agreement Between Pinellas County and Local Governments for Multimodal Impact Fee Coordination
- Non-conformance – variances
- John's Pass Dredging Update
- Beach Groins Update
- Post-Storm Update – FEMA, FDEP, Permitting, Hurricane Expo/Season Preparations
- FY 25 Financial Update including Storm Damage

Added:

- Each department head is to give an update on the post-storm for their department (Mayor Brooks)
- Impact Fees (Board of Commissioners)
- Network People/Integris - \$60,000 additional IT services expenditure following approval of original contract (Mayor Brooks)

July 9, 2025, BOC Regular Meeting

- Impact Fees (first item on the agenda)
- Special Magistrate Lien – 572 Johns Pass Drive
- John's Pass Dredging Update
- Murals at John's Pass Park, Marina Recreation
- Nonconformances and Open Sky Ordinances
- Post-Storm Update – FEMA, FDEP, Permitting, Department Updates
- Sanitation Ordinance – Dumpster enclosers
- TruBack Trailer Purchase

BOC WORKSHOP MEETINGS & REGULAR MEETINGS UPDATES - DISCUSSIONS

January 8, 2025, BOC Regular Meeting

- John's Pass Dredging Update
- John's Pass Park Jetty Repair
- Hurricane Updates – Recovery, Rebuild, Permitting, FEMA, FDEM 2025 Florida Legislative Session
- 2025 Florida Legislative Session

January 22, 2025, BOC Regular Workshop Meeting

- Ordinance 2025-07, Minimum Age for Adult Use Establishments F.S. 787.30
- Post-Hurricane Recovery, Rebuilding, Permitting, FEMA, FDEM
- Rebuilding Madeira Beach
- Mulch
- Ordinance 2025-05, Temporary Shelters on Residential Property
- Ordinance 2025-04, Planned Development
- Ordinance 2025-06, Amendment to Capital Improvement Element of Comprehensive plan
- Military Court of Honor
- Saltwater Destination Beach Concession Agreement—2nd Agreement
- Tampa Bay Psychology Associates Services Agreement

- HR, Classification, & Compensation Plans Study Update
- City Information Dissemination
- City Web/Internet Site
- Grant Writing
- Shumaker Advisors – Jim Taylor
- John's Pass Dredging Update – Aptim Presentation
- Q1 FY 2025 Financial Presentation, Including Post-Hurricane Update
- Emergency Bridge Loan Program
- John's Pass North Jetty Update
- Declared Disaster Sanitation Fee
- Public Works/Satellite Building Department Design

February 12, 2025, BOC Regular Meeting

- City Manager – Post Storm Work

February 26, 2025, BOC Joint Workshop with Civil Service Commission

- Ordinance 2025-01, Employee Personnel Policy
- Ordinance 2025-02, Civil Service Commission Duties
- Ordinance 2025-03, Post Termination Hearings; Hearing Officers

February 26, 2025, BOC Regular Workshop

- Key to the City
- Task Force Committee
- Information Officer
- SBA Loans—Rick Morales
- John's Pass Dredging
- Honor Court
- City Purchasing
- CAP Government Agreement for Building Department Services
- Updates to the Code for C-1 and C-2 Zoning District
- Post-Hurricane Update Recovery, Rebuild, Permitting, FEMA, FDEM
- FY 2025 Financial Presentation – Through January 2025
- John's Pass North Jetty Update
- ITB 25-02 Purchase Rear Load Replacement Containers Contract Approval
- Purchase for Rear Load Containers
- City Street Ends Project Update
- RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs
- Facility Use Agreement
- Facility Rental Fee Updates
- City Sponsored Fireworks

March 26, 2025, BOC Regular Workshop

- 2025 BOC Policy Handbook
- Captain Melvin Jackson, Pinellas County Sheriff's Office
- John's Pass Dredging

- Gulf Beaches Public Library - FY 26 Budget Request
- City Information Dissemination - Texts
- Post-Hurricane Update - Recovery, Rebuild, Permitting, FEMA, FDEM
- Financial Overview Presentation—Through March 2025
- City Marina
- Public Works / Satellite Building Change Order
- Boca Ciega Street End Project Update 3-26-2025
- Automated Side Load Garbage Truck Lease Agreement
- Tom & Kitty Stewart Park Hurricane update -
- Court of Honor update
- Archibald Park Update

April 16, 2025, BOC Regular Workshop

- Board of Commissioners Policy Handbook
- Key to the City & Awards Policy and Procedure
- Personnel, Policy & Procedures Manual (Ordinance 2025-01)
- John's Pass Dredging Update
- City External Financial Audit
- Madeira Beach Master Plan Update
- Impact Fees
- Pinellas County Local Mitigation Strategy (LMS)
- Amendment to Kimley-Horn Agreement for Master Plan
- Post-Hurricanes Update-Recovery, Rebuild, Permitting, FEMA, FDEM
- FY 2025 Financial Overview Presentation – Through March 2023
- Fees and Collection Manual Updates
- Court of Honor Update April 16, 2025
- Boca Ciega Street End Project Update 4/16/2025
- Archibald Parking Lot and 142nd Beach Access Repair Update –
- Tom & Kitty Stuart Repair Update
- ITB 25-05 Area 3 Roadway & Drainage Improvement Project
- Interlocal Agreement for Storm Debris Management Site Utilization
- Joint Participation Agreement with Pinellas County for Area 3 Roadway and Drainage Improvement Project

May 28, 2025, BOC Regular Workshop

- Resolution 2025-04, Adopting Ceremonial Items Policy
- City Manager's Performance Evaluation
- John's Pass Dredging Update
- Grantworks Agreement – Use City of Bonita Springs and Pinellas County Agreements
- Snack Shack – Repairs and Agreement Update
- Interlocal Agreement between Pinellas County and Local Governments for Multimodal Impact Fee Coordination
- City Impact Fees
- Post-Hurricane Update – Recovery, Rebuild, Permitting, FEMA, FDEM
- Emergency Operations Plan Amendment for 2025-2028 (Resolution 2025-05)

- ITB# 25-07 Military Court of Honor Project
- ITB# 25-06 Boca Ciega Street End Beautification Project
- RFI # 25-09 Engineering Consultant and Design Services
- Fitness Center

June 25, 2025, BOC Regular Workshop Meeting

- Adopting Ceremonial Items Policy (Resolution 2025-04)
- Snack Shack - Repairs and Agreement Update
- John's Pass Dredging Update
- HR Compensation Study
- The Barrier Islands Governmental Council (Big-C)
- Integris VCISO
- Nonconformances, Variances, and Open Sky Requirements
- Add Ordinance Language for Unsafe Structures
- Hurricane Permit Update
- Presentation of Series 2013 Bond Refunding Opportunity
- Beach Groin Restoration Project update
- Recreation Truck
- Mosquitoes

July 9, 2025, BOC Regular Meeting

- Ford F250 Crew Cab XL Purchase – 2024
- Proposed Ordinance 2025-14, Amendment to Chapter 14, Article IV – Moving of Structures

July 23, 2025, BOC Regular Workshop Meeting

- Impact Fees
- 2026 Board of Commissioners Meeting Schedule - Draft
- Ceremonial Items - participation, selection
- Scott Holcomb Request for Special Magistrate Lien Reduction - 572 Johns Pass Avenue
- Johns Pass Park Bathroom Mural
- FY 2026 Gulf Beaches Public Library Budget
- FY 2026 PCSO Law Enforcement Agreement
- John's Pass Dredging Update
- FL Department of Environmental Protection (FDEP) Resiliency Grant Program
- Information Technology - Integris Agreement for vCISO
- Letter to State Division of Lands - Marina Parcels
- America 250 - Semiquincentennial
- Potential property purchase - 50 153rd Ave
- Code Enforcement - abandoned/derelict boats and abandoned/unmaintained pools
- Strategic Planning
- Electric (E-bike) Bicycles - Ordinances, rules, processes
- DISCUSSION Ordinance 2025-14: Amendments to Chapter 14., Article IV, Elevation and Relocation of Structures
- Post-Storm Update – FEMA, FDEP, Permitting, Department Updates
- Continuation of banking services - Hancock Whitney Bank

- TruVac Trailer Purchase
- Area 3 Construction Engineering Inspection (CEI) Approval
- Interlocal Agreement with Thompson Consulting Services for Debris Monitoring
- Military Court of Honor Update July 23, 2025
- Johns Pass Jetty Update July 23, 2025
- 2026 John Deere Gator Discussion
- Pinellas County Joint Participation Agreement Area 5
- Boca Ciega Street End Project update 7-23-25
- FDOT 150th Ave. Resurfacing

Added:

- Tech Grants (Community Planning Technical Assistant Grant)

BOC SPECIAL MEETINGS – SHADE MEETINGS

February 26, 2025, BOC Special Meeting (for a shade meeting)

- The City of Madeira Beach v. Wannemacher Jensen Architects, Inc. and Hennessy Construction Corp., Case No.23- 23-007114-CI, Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

BOC SPECIAL MEETINGS – FY 2026 MILLAGE RATE & FY 2026 BUDGET HEARINGS

July 23, 2025, BOC Special Meeting

- Approved Proposed Millage Rate of 2.7500 Mills – 5-0

September 10, 2025, BOC Special Meeting

- Adopt FY 2026 Tentative Millage Rate Ordinance and FY 2026 Tentative Budget Ordinance – 1st Reading & Public Hearing

September 24, 2025, BOC Special Meeting

- Adopt FY 2026 Millage Rate Ordinance and FY 2026 Budget Ordinance – 2nd Reading & Public Hearing

BOC BUDGET WORKSHOPS

March 26, 2025, BOC Budget Workshop #1

- 5-Year Capital Improvement Plan Initial Discussion
- EOG DOGE Letter to Local Officials
- FY 2026 Budget Workshop & Adoption Timeline

April 16, 2025, BOC Budget Workshop #2

- 3 Year Historical Revenues & Expenses and Reserve Analysis
- 5-Year Capital Improvement Plan Initial Discussion
- Personnel Listing & Costs by Department – FY 2025
- FY 2026 Budget Workshop & Adoption Timeline

May 28, 2025, BOC Budget Workshop #3

- Personnel Listing & Costs by Department – FY 2025
- Budgeted Personnel Costs & FTEs – FY 2025
- Budgeted Benefits Information – FY 2026
- Proposed Budget Amendment – FY 2025

June 25, 2025, BOC Budget Workshop #4

- FY 2025 Financial Overview & Emergency Bridge Load Status
- FY 2026 Budget Summary & Detail by Department
- 5-Year Capital Improvement Plan
- FY 2026 Budgeted Position Listing

July 23, 2025, BOC Budget Workshop #5

- Revenue & Expense Analysis – through March 2025
- YTD Hurricane Related Expenses
- Damage Assessment – Current Status
- Updated FY 2026 Budget & Summary of Changes

August 27, 2025, BOC Budget Workshop #6

- Tentative Budget – Summary of Changes

LETTER OF SUPPORT ITEMS

July 9, 2025, BOC Regular Meeting

- Edward Byrne Memorial Justice Grant, Pinellas County, Letter of Support – *Approved 4-0*

REPORTS/CORRESPONDENCE – BOARD OF COMMISSIONERS & CHARTER OFFICERS

January 8, 2025, BOC Regular Meeting

- **Board of Commissioners 2025 BOC Meeting Schedule** – The Board changed the Wednesday, October 8, 2025, BOC Regular Meeting to Wednesday, October 1, 2025, because the Mayor could not attend the meeting.
- **City Attorney** – No Report
- **City Clerk** – City Clerk's January 2025 Report and Board of Commissioners 2024 Annual Meetings Report
- **City Manager** – The City Manager thanked the Board for its continued support and interactions with the residents and businesses. It has been extremely helpful during post-storms. He appreciated the snacks brought in on Fridays by a Commissioner for the employees.

February 12, 2025, BOC Regular Meeting

- **Board of Commissioners - 2025 BOC Meeting Schedule** - The Board rescheduled the BOC Regular Meeting from Wednesday, April 9th, to Wednesday, April 2nd, and the two BOC Workshop Meetings (Budget Workshop and Regular Workshop) from Wednesday, April 23rd, to Wednesday, April 16th. The times of the meetings remained unchanged. The City Attorney said he would have someone to cover for him at the April 16th meetings.
- **City Attorney** - The City Attorney reported on the lawsuit he filed against Wannemacher Jensen Architects, Inc., and Hennessy Construction Services Corporation for issues occurring at the fire

station and recreation center. A BOC Special Meeting was scheduled for a Shade Meeting on Wednesday, February 26, 2025, from 3:00 p.m. to 4:00 p.m.

- **City Clerk** - City Clerk's February 2025 Report
- **City Manager** – The City Manager reminded everyone to lock their vehicles and firearms. There have been reports of vehicles being broken into and firearms stolen. Captain Melve Jackson from the Pinellas County Sheriff's Office will introduce himself at the March workshop. He took the place of Captain Leiner, who retired. The Elevate Florida website was now open.

March 12, 2025, BOC Regular Meeting

- **Board of Commissioners 2025 BOC Meeting Schedule** - Mayor Brooks asked if they could include discussions of residents' comments on the agenda for every meeting before they adjourn. The City Manager said they would amend the agenda format in the BOC Policy Handbook at the next workshop.
- **City Attorney**—The City Attorney gave an update on the Fire Station settlement agreement and hoped to bring it to the April 2nd BOC Regular Meeting for approval.
- **City Clerk** – No City Clerk's Monthly Report
- **City Manager** – The City Manager congratulated the Mayor and Commissioners of Districts 3 and 4. He reminded everyone of the upcoming events in March and the first Budget Workshop on the 26th.

April 2, 2025, BOC Regular Meeting

- **Board of Commissioners**
 - **Board of Commissioners – 2025 BOC Meeting Schedule** – No changes made. Commissioner Tagliarini will be on vacation for three weeks and miss the June 25th workshop meetings.
 - **Board of Commissioners Meeting Report** – The City Clerk reviewed the new Board of Commissioners and received positive feedback from the Board.
- **City Attorney**—The City Attorney gave an update on the Fire Station settlement agreement and hoped to bring it to the next regular meeting for approval.
- **City Clerk – City Clerk's April 2025 Report**
- **City Manager** – The City Manager was absent from the meeting.

May 14, 2025, BOC Regular Meeting

- **Board of Commissioners**
 - **Board of Commissioners – 2025 BOC Meeting Schedule** – No changes made. Commissioner Tagliarini said he had to work and would arrive late to the budget meeting on May 28th. The BOC consented to having the next mandatory Ethics training in person on July 16. It will be held in the Chamber or the City Centre room.
 - **Board of Commissioners Meeting Report** – The City Clerk reviewed the new Board of Commissioners and received positive feedback from the Board.
- **City Attorney**—The City Attorney said he appreciated the Board's support in getting the fire station litigation done. It would be nice to have it behind them so they can concentrate on repairing the fire station.
- **City Clerk – City Clerk's May 2025 Report.** The report was the City of Madeira Beach Brief History, History Leading to the 25th Anniversary of the City of Madeira Beach, Florida, and the

City of Madeira Beach History of City Managers, from 1953 to the present. The first city manager was hired in 1953.

- **City Manager** – The City Manager reminded everyone of upcoming events.

June 11, 2025, BOC Regular Meeting

- **Board of Commissioners**
 - **Board of Commissioners – 2025 BOC Meeting Schedule** – No changes
 - **Board of Commissioners – 2025 BOC Meetings Report, January 1, 2025 – May 31, 2025** – The City Clerk said she would keep it updated monthly to make an annual report at the end of the year. She will happily add memberships and other activities for the mayor and commissioners throughout the year.
 - **Board of Commissioners Correspondence –**
Mayor Brooks:
 - She serves on the Tampa Bay Regional Planning Council. They just got a new liaison on the Council who was going to come to the meeting tonight but was unable to do so.
 - She was recommended for the EMS Advisory Council. The County Commission will vote for her to begin attending those meetings at their next meeting. Her first meeting will be on June 27. She will also want to bring information on that. The Fire Department is excited that she will be there to be a voice for them, and she is super excited to be there. She met Dr. Jameson, Chief Medical Officer and EMS Medical Director, while shadowing at the Fire Department. She was excited to learn more about it, and one of the things the county does is the Fentanyl Program, and she hopes to be involved in that. She lost her youngest son to a Fentanyl overdose, so that day she felt it was meant to be. She was excited to have the opportunity to serve on the Council and see how she could make a change and be a voice for them and the Fire Department. She looks to bring updates on that.
- **City Attorney** - City Attorney Trask said everyone signed the Fire Station Litigation Settlement Agreement. He is hoping to have the funds by the end of the month.
- **City Clerk's Report – June 2025** – The City Clerk reviewed the report.
- **City Manager** – The City Manager said he would do the city manager's monthly reports again beginning in July. He invited everyone to the upcoming events. , including the groundbreaking ceremonies the City is hosting:
 - The groundbreaking ceremony for the Military Court of Honor at Patriot Park will be held on Friday, June 20, at 9:00 a.m.
 - The groundbreaking ceremony for the Redington Beaches EMS Station will be held on Friday, June 27, at 9:00 a.m. near the North Redington Beach Town Hall.

July 9, 2025, BOC Regular Meeting

- **Board of Commissioners**
 - **Board of Commissioners – 2025 BOC Meeting Schedule** – The Board scheduled the special meeting for 07/23/2025 at 4:00 p.m., followed by the budget workshop (*This meeting was held on 07/23/2025 at 5:30 p.m.*)
 - **Board of Commissioners Reports/Correspondence –**
Mayor Brooks:

- She serves on the Tampa Bay Regional Planning Council. They just got a new liaison on the Council who was going to come to the meeting tonight, but was unable to do so.
- She was
- **City Attorney** - City Attorney Trask said the Fire Station Litigation Settlement funds should be received within a couple of days. He will email the Board when it is received.
- **City Clerk – 2025 BOC Meetings Report, January 1, 2025 – June 30, 2025** – The City Clerk said she would be happy to add any additional information the Board would like added to the Report.
- **City Clerk’s Report – June 2025** – The City Clerk reviewed the report.
- **City Manager’s Report – June 2025** - The City Manager reviewed the highlights of the report, which included updates on projects and upcoming events.

TOWN HALL MEETINGS – COMMISSION CHAMBERS

- January 28, 2025; 5:30 p.m. – City of Madeira Beach Master Plan Town Hall Meeting
- April 24, 2025; 5:30 p.m. - 2025 State of the Beaches Mayor’s Town Hall Meeting (ISPS and the Pinellas Beaches Chamber)
- May 31, 2025; 10:00 a.m. - Hurricane & Sea Turtle Expo
- July 22, 2025; 6:00 p.m. – Public Meeting with Community Development

CITY MANAGER'S REPORT- JULY 2025

REMINDERS: I hope you are enjoying summer as we continue experiencing the typical heat and humidity that force many of us and thousands of visitors to our sand and water destinations as well as inside into air-conditioned locations such as restaurants, retail stores, and various entertainment venues. Please continue to take safety precautions such as: (1) avoid driving through high-water/flooded streets/parking lots; (2) shelter/stay inside during lightning; (3) wear safety devices on boats; (4) follow all posted signs and markers both on water and land; and (5) stay hydrated remembering that our fluid levels can drop by 2-3% of our body weight before we even realize we are thirsty. Consequently, we must remember to drink fluids (water is a great one) even before we are thirsty being outside. Please also remember our four-legged friends (pets) particularly dogs are very susceptible to heat stroke as well as burning their paws on hot pavement/asphalt



WEATHER – THUNDER & LIGHTNING SAFETY

An additional important reminder is to take shelter when hearing thunder. If you are outside such as on the sand, please move away from the water to the nearest shelter. Storms particularly in the afternoon tend to develop rather quickly and contain lightning. Yes, storms tend to dissipate almost as quickly as they form; however, avoiding being outside during lightning is something we all need to do. A few lightning tips from the National Weather Service:

Lightning: What You Need to Know

- NO PLACE outside is safe when thunderstorms are in the area!!
- If you hear thunder, lightning is close enough to strike you.
- When you hear thunder, immediately move to safe shelter: a substantial building with electricity or plumbing or an enclosed, metal-topped vehicle with windows up.
- Stay in safe shelter at least 30 minutes after you hear the last sound of thunder.

Indoor Lightning Safety

- Stay off corded phones, computers and other electrical equipment that put you in direct contact with electricity.
- Avoid plumbing, including sinks, baths and faucets.
- Stay away from windows and doors, and stay off porches.
- Do not lie on concrete floors, and do not lean against concrete walls.

Last Resort Outdoor Risk Reduction Tips

If you are caught outside with no safe shelter anywhere nearby the following actions may reduce your risk:

- Immediately get off elevated areas such as hills, mountain ridges or peaks
- Never lie flat on the ground
- Never shelter under an isolated tree
- Never use a cliff or rocky overhang for shelter
- Immediately get out and away from ponds, lakes and other bodies of water
- Stay away from objects that conduct electricity (barbed wire fences, power lines, windmills, etc.)

CITY MANAGER'S REPORT- JULY 2025





FEMA
FEMA V-1009/May 2018

BE PREPARED FOR A
THUNDERSTORM,
LIGHTNING,
OR HAIL

Lightning is a leading
cause of injury
and death from
weather-related hazards.

Thunderstorms are
dangerous storms that
include lightning.



IF YOU ARE UNDER A THUNDERSTORM WARNING, FIND SAFE SHELTER RIGHT AWAY

When thunder roars,
go indoors.



Pay attention to alerts
and warnings.

Move from outdoors
into a building or car.



Unplug appliances.



Do not use landline phones.

CITY MANAGER'S REPORT- JULY 2025

WEATHER & HURRICANE SEASON – June 1 to November 30

A reminder that our Madeira Beach Rec Center has a weather station and lightning detection system located on top of the building. The system/software offers a public page for the community to utilize when there is weather approaching. Check it out here: <https://bit.ly/43CfwpW>



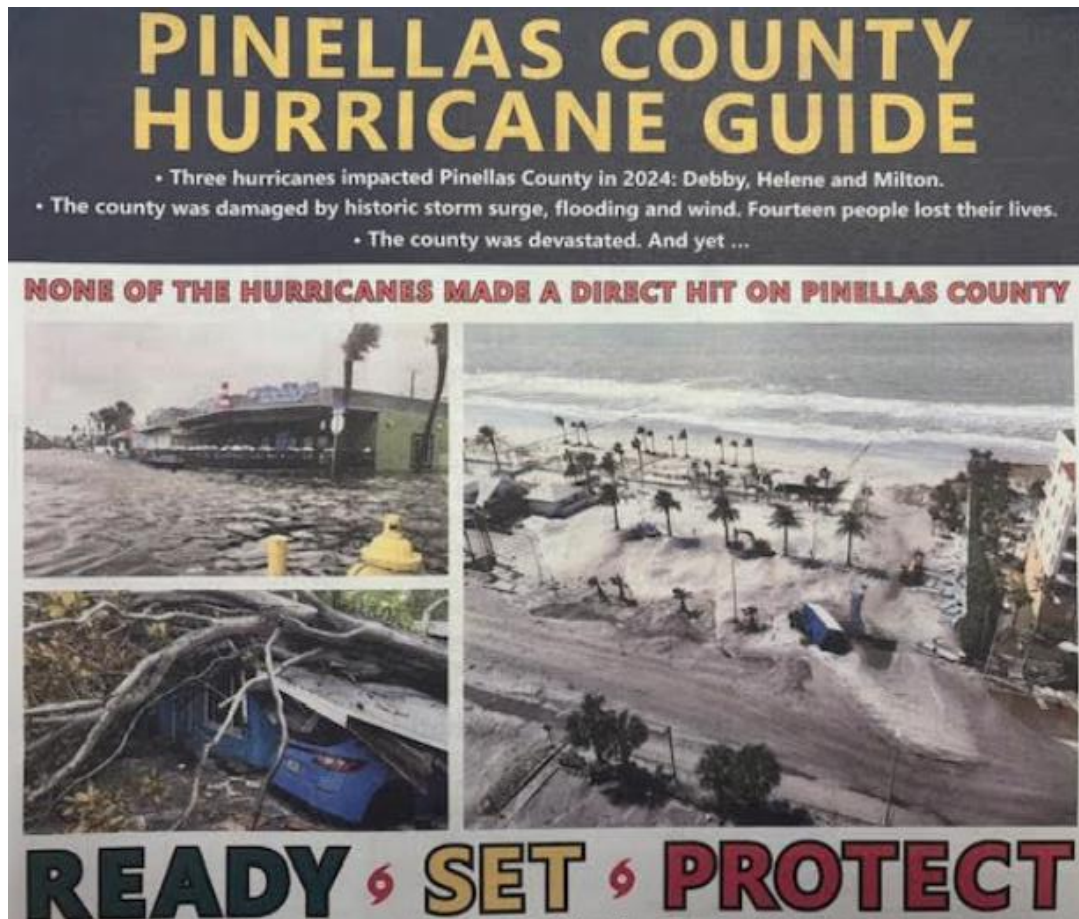
June 1 officially marked the start of the Atlantic basin Hurricane Season. While the 2024 Hurricane season was a life changed, we are better prepared for 2025 with the hope that our enhanced preparations, experiences, and more, will yield few to zero storms. However, we must continue to prepare, be ready, and take action when needed:

Some important reminders include:

- Keep a hurricane kit stocked with food, water, meds, flashlights, battery-powered radio, etc
- Make an evacuation plan for your family (remember to include your pets)
- Gas up vehicles
- Physically prepare/protect your home – clear yard of furniture, debris, and potential projectiles
- Board up windows, put up shutters
- Be ready to turn off power in case of flooding
- Place important documents and valuables in watertight containers
- Keep calm & stay alert

As we enter the Hurricane season, please remember to have a plan in the event a storm is heading our way. **The 2025 Pinellas County Hurricane** Guide is available at City Hall, the Library, and our Fire Station that will be able to assist you with shelter information, pet shelters, preparation of supplies, and important numbers and resources for before and for after the storm.

CITY MANAGER'S REPORT- JULY 2025



Make an Evacuation Plan

We are in evacuation zone A, make a plan to move to higher ground. Make sure to include pets when making evacuation decisions!

Prepare or Restock Emergency Kit

Make sure essentials are ready to go in a case if emergency. Non perishable food, water, meds, pet food, etc should all be considered when building a kit. Take a look at the link below for a full checklist!

<https://www.floridadisaster.org/.../hurricane-supply.../>

Trim Trees

Don't wait for a storm to approach, trim trees now! Brush pick up is on Wednesdays! Pile needs to be by the curb not in the street or by structures. Please break down large branches. More info here:

<https://madeirabeachfl.gov/proper-brush-disposal/>

CITY MANAGER'S REPORT- JULY 2025



HURRICANE SEASON
JUNE 1 - NOVEMBER 30

- ✓ SIGN UP FOR ALERT PINELLAS & READY PINELLAS
- ✓ MAKE AN EVACUATION PLAN (INCLUDE PETS)
- ✓ PREPARE/ RESTOCK EMERGENCY KIT
- ✓ TRIM TREES- WEDNESDAY IS BUSH PICK UP
- ✓ REVIEW INSURANCE POLICY

 madeirabeachfl.gov/hurricane-information

Review Insurance Policy

Take a look at your insurance policy to make sure it covers what is needed. Have questions? Now is the time to call your insurance company to see what your plan covers. We suggest placing a copy in your emergency kit along with important numbers needed!

Alert Pinellas & Ready Pinellas

Sign up for the following county alert systems. Alert Pinellas is a text based, they will text when there is an emergency in our area.

<https://pinellas.gov/alert-pinellas/>

Ready Pinellas is an app to download and stay connected to county before, during, and after an emergency. <https://pinellas.gov/ready-pinellas/>

Ready Pinellas Emergency Planning Mobile App

Introducing the new and improved Ready Pinellas mobile app!

Ready Pinellas is designed to help residents prepare themselves and their families before, during and after a storm. It is available for free download on the Apple [App Store](#) and [Google Play](#) store.

Note: Android device users who already had the previous Ready Pinellas app installed will need to download the new app from the Google Play store and remove the old app from their devices. Apple device (iPhone and iPad) users will see the app automatically updated.

The new app features a refreshed design and user experience, additional information and tips, and convenient checklists to make sure you and your family are prepared. App users can use emergency supply checklist, home inventory and emergency contacts tools to build a personal emergency plan.

As a storm approaches, the app will provide real-time updates to help keep you safe, including detailed information that is available at your fingertips even if you lose internet connectivity. It will provide resources to contact us year-round and during a disaster and give you tips to Stay Informed.



CITY MANAGER'S REPORT- JULY 2025

Ready Pinellas App Features

- **Know Your Zone**: If you have your locator services on, the app will tell you if you are in a designated evacuation zone. You can also look up other addresses to see if they are in an evacuation zone. Remember: Evacuation zones were updated for the 2022 hurricane season, so you may have a new zone. When a storm is approaching, it will tell you if Pinellas County is in the 5-day or 3-day cone and if an evacuation order has been issued.
- **Make a Plan**: Use our emergency supply checklist, home inventory and emergency contacts tools to build a personal emergency plan that you can share. You can take pictures of items for your home inventory.
- **Push Notifications**: Through the app, you will receive informational and emergency notifications from Pinellas County Emergency Management, the National Weather Service and **Alert Pinellas**.
- **Special Needs**: You can learn more about special needs assistance, which is intended for those who need transportation or require minimal medical assistance while seeking public shelter. You can register from the app.
- **Preparedness Tips**: Learn how to prepare your family, pets, home, condo, mobile home, boat and more.
- **Safety Tips**: Find information on What to Do Now before, during, and after an event. Learn about year-round preparedness, how to clean up after a flood or food safety if power has been out.
- **Report Damages** after a storm has hit Pinellas County.

!! Now is the time to prepare for Hurricane Season! Take a look at a few flyers that might be a good idea to keep in your emergency kit or on your phone for future use!

Haven't started an emergency kit? Take a look at the below link for a list of items to keep in mind! 📄

<http://bit.ly/3Ho5vXJ>

Keep this link handy for a list of shelters and what to bring!

<https://pinellas.gov/emergency-information/public-shelters/>

CITY MANAGER'S REPORT- JULY 2025

ADDITIONAL CITY INFORMATION & PHONE NUMBERS DURING EMERGENCIES AND DISASTERS:

IMPORTANT NUMBERS FOR DISASTERS

- **MADEIRA BEACH BUILDING DEPARTMENT (EMAIL)**
buildingdept@madeirabeachfl.gov
- **MADEIRA BEACH CITY HALL**
727-391-0951
- **MADEIRA BEACH FIRE- NON EMERGENCY-**
727-391-3400
- **MADEIRA BEACH MARINA**
727-399-2631
- **PINELLAS COUNTY COMMUNITY HELP LINE (ACTIVE ONLY DURING EMERGENCIES)**
727-464-3800
- **PINELLAS COUNTY SHERIFF'S OFFICE- NON-EMERGENCY LINE**
727-582-6200
- **PINELLAS COUNTY WATER UTILITIES**
727-464-4000
- **PUBLIC WORKS**
727-543-8154







DEBRIS DISPOSAL



Post storm we need residents help with debris removal. **Debris MUST be separated** into the below piles in order for our contractor to document & pick up. If we don't follow this process the City may not be reimbursed for debris pick up!

DO NOT PLACE DEBRIS IN BAGS, items should be placed on property by curb and away from structures.

LARGE APPLIANCES

- Fridge, washer/dryer, air conditioner, stove, water heater, dishwasher, etc.
- **Seal or secure all appliance doors!**

CONSTRUCTION DEBRIS

- Building materials, drywall, lumber, carpet, plumbing items

VEGETATIVE DEBRIS

- Tree branches, leaves, logs, plants

HAZARDOUS WASTE

- Oil, batteries, pesticides, paint, cleaning supplies, compressed gas.

ELECTRONICS

- TV, computer, Stereo, phone, DVD player, gaming systems



www.madeirabeachfl.gov



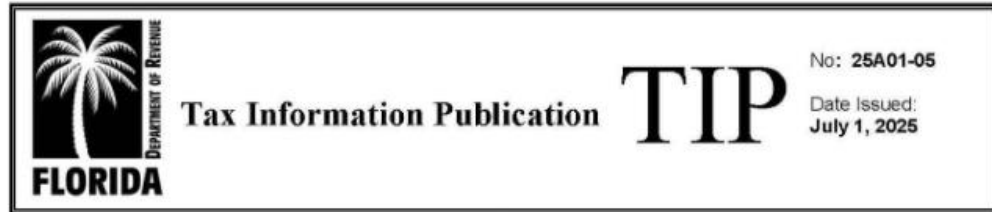
727-543-8154



CITY MANAGER'S REPORT- JULY 2025

STORM PREPARATIONS – ITEMS NOW PERMANENTLY EXEMPT FROM SALES TAX

As we continue preparing/updating our information and supplies for our annual hurricane season, please note the below items that as of August 1, 2025, are now permanently exempt from the 6% state sales tax and the 1% additional sales surtax (Penny for Pinellas): batteries, tarps, portable gas cans, portable generators, and more. . .



New Sales Tax Exemptions Beginning August 1, 2025

Effective **August 1, 2025**, the following items, which have been temporarily exempted during past tax holidays, are always exempt:

Batteries – only sizes specified below are exempt:

- AA-cell
- AAA-cell
- C-cell
- D-cell
- 6-volt
- 9-volt

Bicycle helmets – Youth bicycle helmets were previously exempt; all bicycle helmets are exempt beginning August 1, 2025.

Carbon monoxide alarms – As defined in section 553.885, Florida Statutes (F.S.), "carbon monoxide alarm" means a device that is meant for the purpose of detecting carbon monoxide, that produces a distinct audible alarm, and that meets the requirements of and is approved by the Florida Building Commission.

Fire extinguishers – As defined in s. 633.102, F.S., "fire extinguisher" means a cylinder that:

- (a) Is portable and can be carried or is on wheels.
- (b) Is manually operated.
- (c) May use a variety of extinguishing agents that are expelled under pressure.
- (d) Is rechargeable or nonrechargeable.
- (e) Is installed, serviced, repaired, recharged, inspected, and hydrotested according to applicable procedures of the manufacturer, standards of the National Fire Protection Association, and the Code of Federal Regulations.
- (f) Is listed by a nationally recognized testing laboratory.

Ground anchor systems and tie-down kits

Insect repellent – products registered by the US Environmental Protection Agency which are designed to deter insects and are intended for application to the skin of a person

Life jackets – personal flotation device approved by the US Coast Guard intended to be worn by a person to provide buoyancy to support a person in the water

Portable gas cans - portable gas or diesel fuel cans with a capacity of **5 gallons or less**

Portable generators – portable engine-driven generators capable of producing 10,000 running watts or less

Smoke detection devices – As defined in s. 83.51, F.S., "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.

Sunscreen – excludes cosmetics or other products that are not primarily intended to absorb, reflect, or scatter ultraviolet radiation

Waterproof tarpaulins – flexible waterproof tarps and sheeting that are 1,000 square feet or less

Reference: Section 46, Chapter 2025-208, Laws of Florida

CITY MANAGER'S REPORT- JULY 2025

REMINDER - SEA TURTLE NESTING SEASON BEGAN MAY 1



Here in Madeira Beach, we love sea turtles! Nesting season runs from May 1st to November 30th. The City of Madeira Beach greatly appreciates your support by helping to pick up litter on the beach, filling sand holes on the beach, and making sure your home lighting is sea turtle compliant if you live on the beach side. Look below for some links on more information on what you can do and organizations that help our beloved sea turtles!

- **Pinellas County Sea Turtle Information** – pinellascounty.org/environmental/coastal/sea-turtles.htm
- **SeaTurtleTrackers.org**
- **Clearwater Marine Aquarium Rescue Program** – <https://mission.cmaquarium.org/what-we-do/conservation-research/sea-turtle-nesting/>
- **Madeira Beach Leave No Trace Ordinance** - <https://storage.googleapis.com/proudcity/madeirabeachfl/uploads/2021/04/Leave-no-trace-flyer.pdf>



CITY MANAGER'S REPORT- JULY 2025

Recent Sea Turtle Nests on our sand:



Thank you for your attention, awareness, and leaving the marked nests undisturbed.

CITY MANAGER'S REPORT- JULY 2025

PUBLIC MEETINGS & CITY INFORMATION

Thank you to all who came out on Tue, July 22nd, for our Community Development Department permitting, rebuilding, and City master plan meeting here at City Hall and others who attended our Commission Workshop and Regular meeting on July 13 and July 27.

Please note the next monthly public meeting on post-Hurricane input on storm related experiences, preparations, and post-storm actions will take place on:

Tue, Aug 26, 6 pm
City Hall, Commission Chambers

To stay informed on City public meetings, regular meetings (Commission), activities, events, etc., please make sure you are subscribed to receive the City's latest email updates. Please visit the City's website at madeirabeachfl.gov/subscribe/, to enter your information to begin receiving additional City information:

<https://madeirabeachfl.gov/subscribe/>

[Services](#)
[Events](#)
[News](#)
[Meetings](#)
[Departments](#)
[Public Records Requests](#)
[Public Records See](#)

[2025 RESIDENT PARKING PASS REGISTRATION](#)

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☐ City Manager's Report
☐ Residents
☐ General Interest
☐ Senior Programs
☐ Events
☐ Hurricane Preparedness

CAPTCHA

☐ I'm not a robot
 

CITY MANAGER’S REPORT- JULY 2025

Please note the below schedule of Commission meetings scheduled for the month of August:

<p>CITY OF MADEIRA BEACH</p> <p>BOARD OF COMMISSIONERS MEETING</p> <p>AUGUST 2025</p> <p>AUG 13 - 6:00PM REGULAR MEETING</p> <p>AUG 27 - 4:00PM BUDGET MEETING</p> <p>AUG 27 - 6:00PM WORKSHOP</p> <p>All Scheduled Meetings: madeirabeachfl.gov/events</p>	 <p>LOCATION</p> <p>COMMISSION CHAMBER 300 MUNICIPAL DR</p>
---	---

CITIZEN’S ACADEMY

Interested in learning what exactly the City Manager does or any/all of our City departments and the services we provide every day? Please consider applying to participate in our Citizen’s Academy program that will begin on October 1, 2025. Approximately 25-30 Madeira Beach residents will attend a Wednesday evening (dinner included) approximately 2 – 2.5 hours session from October 2025 to May 2025 to learn about the innerworkings of our City. Sign up now at: <https://madeirabeachfl.gov/citizens-academy>



**City of Madeira Beach
CITIZENS' ACADEMY**

Interested in how the City of Madeira Beach runs from day to day? Join us for the Citizens' Academy starting in October 2025. Each session Residents will meet with a different department to provide participants with insight on how our local government works and the functions of City departments.

HOW TO APPLY

Applicants selected must be:

- ✓ Madeira Beach Resident
- ✓ Available on Wednesday Evenings, Once a Month
- ✓ Ready to Learn

www.madeirabeachfl.gov



CITY MANAGER'S REPORT- JULY 2025

CITY PERMITTING INFORMATION & DATA

Throughout July we continued to focus on hurricane/storm recovery mainly Community Development Department work in processing and issuing permits to get residents and property owners back into their homes as well as various City departments restoring some remaining City infrastructure such as beach accesses and Tom/Kitty Stuart Park. We publish permitting data/statistics every week on the City's Facebook page and website (the below is data published at the time of the production of this publication as of August 6, 2025). Additionally, throughout August we continue to provide permitting updates and in-person assistance on Mondays and Wednesdays here at City Hall from 11 am to 1:30 pm (in-person meeting schedule also listed below).

City staff will continue to avail ourselves through the numerous communication methods available including:

- City internet/web site: www.madeirabeachfl.gov
- Via email (listed on our website): rgomez@madeirabeachfl.gov
-all city employee emails are the first letter of the first name followed by last name
- On the phone (main line): **727-391-9951**
-additional phone #'s listed on website
-City Manager's cell phone: **727.580.4014**
- In person at City Hall, 300 Municipal Dr, open M-F 8 am to 4:30 pm: to obtain a resident permit parking pass/sticker, visit our City store (shirts, hats, etc), to ask a question(s), or to just say hello.
- In person at City Hall Commission Chambers, for our monthly Board of Commission meetings:
Regular Meeting on the 2nd Wednesday of each month
Workshop Meeting on the 4th Wednesday of each month
-both typically begin at 6pm
- Fiscal Year 2026 City Budget Worskhop/Meetings, 4th Wednesday of each month from March to September (2 meetings in September, 2nd and 4th Wednesday, Sept 10 and 24) – meetings begin at 4 pm; next one: Wed, August 27, 2025

CITY MANAGER'S REPORT- JULY 2025


PERMITTING UPDATE

Permits: Since 9/27/24

- Applications Processed: 3224
- Permits Under Review: 133
 - Permits waiting to be reviewed: 18
 - Permits with info needed: 183
 - Sent back due to missing info: 76
- Permits Issued: 2884
(Residential: 1915; Commercial: 969)

Inspections:

- Total since 9/27/24: 5176
 - Passed: 4133
 - Failed: 1041
- Open Code Violation Cases: 166
 - FEMA Related: 86



Open Office Hours:
City Hall- 2nd Floor
300 Municipal Dr.
11:00 am - 1:30 pm

- **Mon, August 11th**
- **Wed, August 13th**
- **Mon, August 18th**
- **Wed, August 20th**

Updated: August 7, 2025

727-391-9951
buildingdept@madeirabeachfl.gov

TYPES OF PERMITS ISSUED, through Aug 6, 2025:

- | | | |
|-------------------------|--------------------------------|-------------------|
| • Windows/Doors: 139 | • Fire Alarm/Sprinkler: 21 | • Right of Way: 2 |
| • Deck: 8 | • Gas: 4 | • Roof: 162 |
| • Full Demo: 160 | • Garage Door: 42 | • Screen Room: 1 |
| • Dock/List: 36 | • Interior Demo: 883 | • Seawall: 24 |
| • Driveway: 9 | • Interior Remodel: 814 | • Shutters: 11 |
| • Electrical: 150 | • Mechanical: 262 | • Signs: 3 |
| • Electrical Structures | • New Residential Building: 12 | • Solar: 5 |
| • Fence: 40 | • Plumbing: 38 | • Swimming Pool |

Thank you to all Madeira Beach residents, property owners, and businesses for their continued contributions, investments, and over-all support as we continue navigating our post-storm lives. We are extremely resilient and continue to make our City a better place to live, learn, work, and play. I also thank very, very much our City Commission and all City employees for their daily contributions in ensuring we continue to provide the most efficient and effective city services as we rebuild, restore, and continue enhancing our wonderful, “ 2 Miles Long and Smile Wide,” slice of paradise we call home. Please continue reading for additional updates, information, upcoming events/activities/meetings, and much more.

CITY MANAGER’S REPORT- JULY 2025

CITY VISIONING – MISSION & VISION STATEMENTS

Our consulting firm, Kimley Horn, continues working to finalize the City’s revised Master Plan that will serve as the City’s guiding document reflecting the city’s/community’s priorities addressing the six (6) main areas:

1. Transportation/Mobility
3. Parks, Recreation, and Public Spaces
5. Sustainability and Resiliency
2. New Development Redevelopment
4. Economic/Business Development
6. Beautification & Placemaking



Stay tuned for additional updates. . . more information available at:

<https://madeirabeachfl.gov/master-plan>

More meetings, events, and activities will occur throughout August and September with the goal of completing the plan by this fall.



CITY MANAGER’S REPORT- JULY 2025

CITY BUDGET

The next Fiscal Year (FY) 2026 Budget Workshop will take place on Wednesday, August 27, beginning at 4 pm (at City Commission Chambers, 300 Municipal Dr) to discuss department personnel and operating expenditures, the City’s tax (millage) rate, and various non-departmental expenditures including contributions to other agencies (Chambers of Commerce, Events, etc). A reminder that the City’s fiscal year runs from October 1 to September 30 – so our fiscal year 2025, will conclude this September 30, with the fiscal year 2026, beginning the following day on October 1, 2025. Also, under Florida law we must adopt a balanced budget where our revenues equal our expenditures. Our property/millage tax rate of **2.75 mills** compared to other cities (millage rate utilized for FY 25 budget):

MILLAGE RATES – MB & OTHER CITIES

City	FY 2024 Millage Rate
Madeira Beach	2.7500
Clearwater	5.8850
Seminole	2.4793
Treasure Island	3.8129
St Pete Beach	3.0913
Redington Beach	1.8149
Indian Shores	1.8700
South Pasadena	5.1750
Dunedin	4.1345
St Petersburg	6.4535

While the City will keep the same 2.7500 millage (property tax) rate for our FY 2026 budget (for the 6th consecutive year), the impacts of the 2024 hurricanes have resulted in some declining revenues mainly in property and public service (utility) taxes, franchise fees, parking, and building fees (most of this reduction due to the City waiving post-storm permit fees and an over-all reduction from 2% to 1% on the valuations that determine the permit fee). Parking and Building fees are recorded separate from the General Fund in their own funds. Parking was significantly down in October, November, and December 2024 as most spaces were unavthe City began restoring the parking lots. Since January 2025, Parking fees have been returning to normal:

ACCOUNT		FY 2024 ACTUAL	FY 2025 BUDGET	FY 2026 BUDGET	
Revenues & Other Inflows					
001.1400.311000	Ad Valorem Taxes	5,254,855	5,782,000	5,460,000	(322,000)
001.1400.314100	Utility Service Tax - Electric	838,098	840,000	750,000	(90,000)
001.1400.314300	Utility Service Tax - Water	133,443	130,000	80,000	(50,000)
125.5240.322000	Building Permits	1,053,826	1,300,000	1,000,000	(300,000)
407.6500.344xx	Parking Fees & Fines	3,263,510	3,676,500	3,700,000	

CITY MANAGER'S REPORT- JULY 2025

Consequently, the City will be obtaining a zero percent interest emergency bridge loan to offset the revenue losses in the current FY 2025 and upcoming FY 2026 budget:

Emergency Bridge Loan Request – Sum of Projected Loss

Revenue Loss Type	Amount
FY2026 Ad Valorem Taxes	338,200
FY2025 Ad Valorem Taxes	249,800
Local Option Taxes & Shared Revenues	403,600
Charges for Services	2,156,900
TOTAL:	3,148,500

FY 2026 BUDGET

TOTAL EXPENDITURES & OTHER OUTFLOWS

Archibald Park Fund	5.1%	2,213,450
Building Fund	3.8%	1,663,450
Debt Service Fund	0.7%	299,125
Gas Tax Fund	0.3%	136,500
General Fund	47.5%	20,716,033
Impact Fee Fund	0.0%	-
Local Option Sales Tax Fund	3.8%	1,650,000
Marina Fund	2.7%	1,181,160
Parking Fund	3.7%	1,625,365
Sanitation Fund	4.5%	1,967,070
Stormwater Fund	27.9%	12,152,770
Total Expenses & Other Outflows	100.0%	43,604,923
Fund Balance/Net Postion Available		3,945,406
Total Uses		\$ 47,550,329

CITY MANAGER'S REPORT- JULY 2025

Just the City's **General Fund**, the fund that accounts for just about all tax revenues (property, sales, utility, state revenue sharing, etc) and all general government expenditures including administration, human resources, information technology, legal, public works, recreation:

GENERAL FUND EXPENDITURE SUMMARY

EXPENDITURES & OUTFLOWS BY DEPARTMENT

Board Of Commissioners	0.4%	81,600
City Clerk	2.5%	525,448
City Manager	6.0%	1,249,850
Community Development	3.8%	786,950
Finance	3.6%	750,700
Fire/Ems	42.4%	8,793,050
Human Resources	0.5%	102,200
Information Technology	1.3%	267,000
John's Pass Village	4.4%	909,000
Law Enforcement	9.0%	1,866,000
Legal Services	0.9%	196,500
Non-Departmental	12.9%	2,677,875
Parks	0.4%	73,100
Public Works Administration	4.1%	846,660
Recreation	7.7%	1,590,100
Grand Total	100.0%	20,716,033

More information will be posted on the City's website as the City Commission and City staff continue preparing, reviewing, and finalizing the FY 2026 total City budget. Additional budget meetings will be held on August 27, (beginning at 4 pm) followed by 2 (state-required) public hearings/meetings on Sept 10 and Sept 24, both beginning at 5:30 pm.

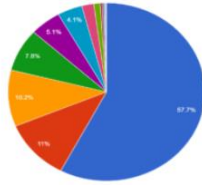
FINANCIAL TRANSPARENCY

The City's Finance Department webpage through its Financial/Accounting software called ACLARIAN has a link that provides a Financial Transparency Site that lists inflows (revenues), outflows (expenditures), and payments for the current and prior year by Fund. Curious how much we have collected this year in property (ad valorem) taxes or utility (public) service tax-electric, or on field rentals. . . or curious what we recently spent money on, please check out the below site and information:

CITY MANAGER’S REPORT- JULY 2025

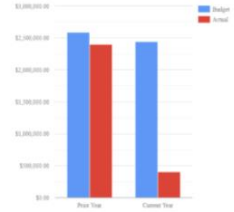


Documents
Vendor Portal
Staff



View Fund & Department Summary
Created By:

 **ACLARIAN**



Overview

Inflows

Outflows

Payment Listing



Financial Transparency Site

Overview

General Fund



CURRENT YEAR BUDGET

CURRENT YEAR ACTUAL TO DATE

PRIOR YEAR BUDGET

PRIOR YEAR ACTUAL

CITY MANAGER'S REPORT- JULY 2025

ENVIRONMENTAL STEWARDSHIP – LEAVE NO TRACE

Our daily beautification work including restoring/rebuilding our slice of paradise along with monthly city-wide clean-ups and continued recycling services, we also continue reminding our residents, businesses, and visitors to ensure all trash/waste ends up in the proper containers particularly when visiting our sand.

Also please remember when on the sand: -No dogs on the Sand

-No glass on the Sand

-Please place all trash/refuse in proper containers

-Please fill all holes on the Sand

-No smoking & No glass on the Sand
Cigars allowed



Beach Ordinances

Sec. 42-37 - Leave no trace

- Any unattended tent or property left on the Public Beach at night shall be deemed discarded by the owners and become the property of the City of Madeira Beach and may be removed and disposed of by the appropriate authority.
- All holes on the beach are to be filled in the same day they are created.
- Camping, bonfire, grilling and glass are prohibited.

Sec. 42-38 - Enforcement

- Violation of any provision of this article shall be subject to the following penalties:
 - ⇒ First violation: \$100.00 fine.
 - ⇒ Second violation: \$200.00 fine.
 - ⇒ Third violation: Fine not to exceed \$500.00 pursuant to F.S. § 162.22.

Sec. 10-5 – Animals banned from Public Beaches

- It shall be unlawful for any dog, cat, other animal, whether running at large, on a leash, or being carried, to be on any public beach within the city.

**For more information or questions please call
Code Enforcement at 727-391-9951 X 295**

Help us leave no Trace !

CITY MANAGER'S REPORT- JULY 2025



CITY CLEAN-UPS: Thank you to all who continue daily to ensure we maintain a safe, clean, and overall beautiful City. Specifically, the Trash Pirates, Coastal Crusaders, and Keep Pinellas Beautiful continue to provide wonderful messages and thousands of volunteer hours planning, advertising, and holding clean-ups monthly. Thank you to them and all residents who continue to remind us why we have such a wonderful City.



CITY MANAGER'S REPORT- JULY 2025

Sanitation-Trash Collection



REMINDER: Trash containers need to be stored somewhere other than curbside, and wheeled out to the curb for collection no earlier than 5:30 pm the day prior to collection, and removed away from the curb by sunset the day of collection. If your container is damaged or missing please contact the City of Madeira Beach Public Works/Sanitation department at 727.543.8154. The City of Madeira Beach greatly appreciates everyone's patience and understanding with OUR trash collection procedures help to keep our City even cleaner.

To verify your trash collection days and brush/yard waste collection day (only WEDNESDAY), please view the trash collection map on the City's website:

<https://madeirabeachfl.gov/sanitation/>

A reminder of Hurricane, post-storm debris management and removal (hoping last year was the last time for many years):

DEBRIS DISPOSAL



Post storm we need residents help with debris removal. **Debris MUST be separated** into the below piles in order for our contractor to document & pick up. If we don't follow this process the City may not be reimbursed for debris pick up!

DO NOT PLACE DEBRIS IN BAGS, items should be placed on property by curb and away from structures.

LARGE APPLIANCES

- Fridge, washer/dryer, air conditioner, stove, water heater, dishwasher, etc.
- **Seal or secure all appliance doors!**

CONSTRUCTION DEBRIS

- Building materials, drywall, lumber, carpet, plumbing items

VEGETATIVE DEBRIS

- Tree branches, leaves, logs, plants

HAZARDOUS WASTE

- Oil, batteries, pesticides, paint, cleaning supplies, compressed gas.

ELECTRONICS

- TV, computer, Stereo, phone, DVD player, gaming systems



www.madeirabeachfl.gov



727-543-8154



CITY MANAGER'S REPORT- JULY 2025

Earlier this year the City Commission approved a trash collection fee reduced fee for qualifying residents/property owners:

Trash Service Disaster Fee Decrease Questionnaire

Please see the below requirements to qualify for the Trash Service Disaster Fee Reduction:

1. The premises must have a structure on it that is rendered unoccupied and uninhabitable due damage sustained from Hurricanes Helene or Milton;
2. There must be an active city permit for demolition or remodel/repair of the structure;
3. The resident, occupant or owner must complete an on-line application and receive approval of that application by the City in writing;
4. The resident, occupant or owner must not be residing on the premises. This requirement, for example, prohibits the resident, occupant or owner from residing in the structure, tent, camper, recreational vehicle or other living quarters whether temporary or permanent;
5. The resident, occupant or owner may not place any trash, trash container, debris, equipment, or other materials at curbside for city sanitation collection or removal. Upon approval of the declared disaster sanitation fee application the City will remove city issued trash and recycling containers.

Information and application may be found at the following internet/web site:

<https://madeirabeachfl.gov/trash-service-disaster-fee-decrease-questionnaire/>

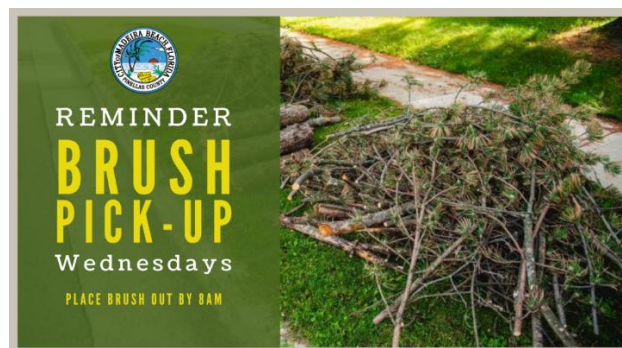
RECYCLING & BRUSH PICK-UP REMINDERS:

Wednesday Pickup

1- 64 gallon container provided by Waste Pro

Recycled items accepted:

Plastic bottles, jugs, glass, metal cans, cardboard boxes, and paper.

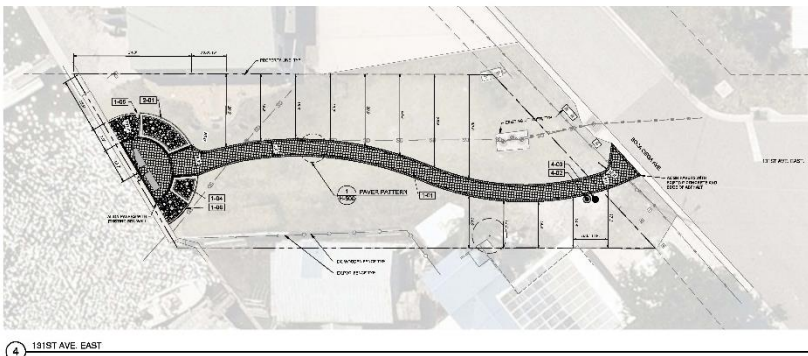


CITY MANAGER'S REPORT- JULY 2025

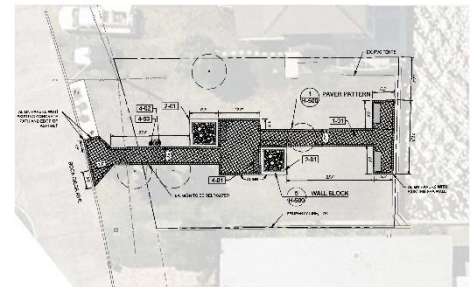
PUBLIC WORKS - Project Update July 2025

1. Boca Ciega Street End Project Approval

- Contract Approved by BOC June 11, 2025
- Contract amount \$149,998.42
- Scope of Work includes
 - Installation of pervious paver walkways at all 5 locations
 - Installation of planters and irrigation at 1-4 parks
- Mobilization Scheduled for August 19
 - Start site preparation
 - Delivery of pavers is expected September 1st



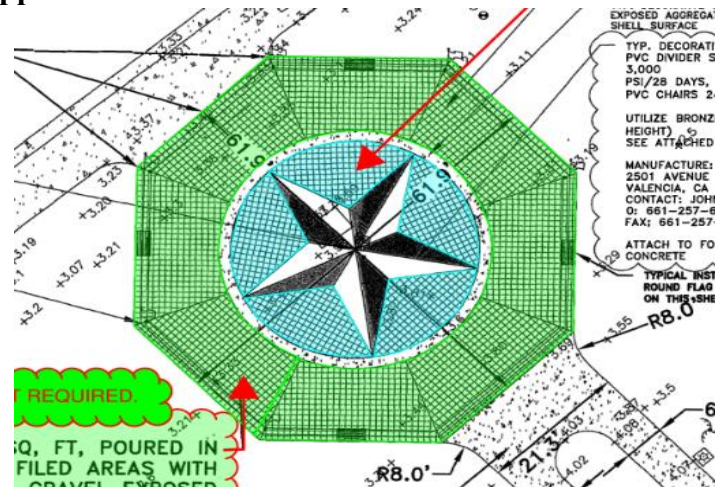
4 181ST AVE EAST



8 182ND AVE EAST

2. Patriot Park Military Court of Honor Project Approval

- Contract Approved by Board of Commissioners for \$225,812.43
- Groundbreaking Ceremony was held on June 20, 2025
- Scope of Work
 - Install decorative concrete consisting of a Shell aggregate and a pea pebble aggregate with a stained concrete star and install flag poles for all branches of the military and LED lights.
- Mobilization August 11, 2025



3. Area 3 – E & W Parsley, Marguerite Dr., Lynn Way, A & B St., Pruitt, and S Bayshore Roadway and Drainage Improvement project

- Started June 9th

CITY MANAGER'S REPORT- JULY 2025



- The installation of the Pinellas County water line along S Bayshore, Pruitt Dr., and Marguerite Dr. have been completed. The contractor is working to install long line services along each roadway.
- Stormwater Drain replacement started on E Parsley Dr. at A and B Street.

4. **Beach Groin Restoration Project**

- 22 Groins restored and fortified

- Completed June 14th

5. **Area 5 – 131st Ave. and 129th Ave., Roadway and Drainage Improvement Project**

- 90% Plans in with Pinellas County for review

6. **Area 6 – Municipal Dr., 153rd Ave E, 154th Ave E, 155th Ave E, 1st St. E., 2nd St. E., and Harbor Dr. Roadway and Drainage Improvement Project**

- 90% Plans with Pinellas County Engineering Firm for review
- Working on Southwest Florida Water Management Distric exemption permit
- Creating Temporary Construction easement for pipe replacement

7. **Johns Pass Jetty**

- Mobi Mat Installed 7-29-25
- Emails have been sent to FDEP and Army Corp. awaiting response for design standards



8. **Tom & Kitty Stuart Park**

- Seawall Plans completed
- Working on new site plan for prefab bathroom
- Working with CXT for Prefab restroom and City staff for requirements for elevation.
- Once completed, design plans will be placed out to bid

CITY MANAGER'S REPORT - JULY 2025

9. Snack Shack

- Working with Pennoni Engineering for renovation plans.
- Once completed, design plans will be placed out to bid

Stormwater Runoff

1. Stormwater Management & Flood Reduction

Barrier islands are low-lying and highly vulnerable to flooding. Pervious surfaces allow water to:

- Soak into the ground, reducing surface runoff.
- Prevent ponding and localized flooding during heavy rain.
- Help mitigate the pressure on the stormwater system, especially during high tide events or when storm drains are overwhelmed.

2. Groundwater Recharge

Although barrier islands have shallow water tables, pervious surfaces:

- Help maintain hydrological balance by allowing rain to recharge shallow aquifers.
- Prevent saltwater intrusion, which can worsen if groundwater isn't replenished.

3. Environmental Protection

Pervious materials help filter pollutants like oil, grease, and sediment, keeping them from flowing directly into:

- The Gulf
- Intracoastal Waterways

This protects:

- Seagrasses
- Mangroves
- Marine life, including fisheries and nesting sea turtles

4. Structural Longevity

Impervious surfaces (like concrete and asphalt):

- Accelerate erosion
- Degrade more quickly in salt air and tidal zones

Pervious alternatives (e.g., Flexi-Pave, turf blocks, or shell paths) are:

- More adaptable to shifting soils
- Less likely to crack or heave from water pressure below

CITY MANAGER'S REPORT- JULY 2025

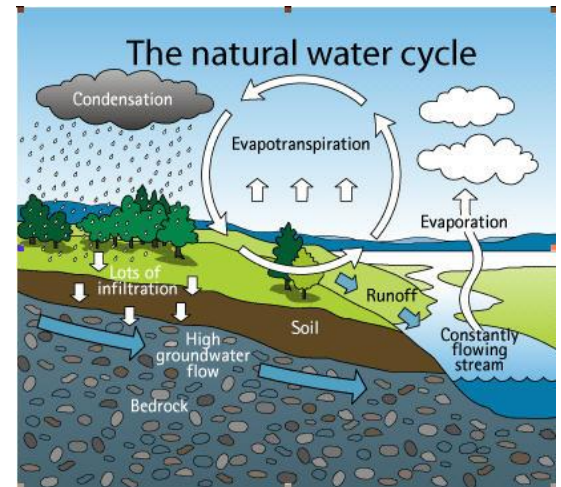
5. Regulatory Compliance

Many coastal communities are required to:

- Meet MS4 stormwater permitting standards
- Comply with SWFWMD or FDEP regulations for impervious surface limits

Pervious materials:

- Help meet total impervious coverage caps
- Improve permeability for development and redevelopment



PINELLAS COUNTY MOSQUITO CONTROL

A very big thank you to Pinellas County Mosquito Control staff who gave a wonderful presentation and information on how to combat mosquitoes. Please review the below information and feel free to contact Pinellas County Mosquito Control with any questions or service requests:

Role of Mosquito Control



Monitoring



Inspection



Service Requests/Education



Fight the Bite!



How you can prevent and protect yourself from mosquitoes this summer

Dump, cover, or treat any standing water around your property



Defend by using an insect repellent with a CDC recommended ingredient, such as Oil of Lemon Eucalyptus, DEET, Picaridan, or IR3535



Dress in light colored, long sleeved clothing with closed toe shoes



More information can be found on pinellas.gov/mosquito

MOSQUITOFISH

HOW THEY CAN HELP

PINELLAS COUNTY MOSQUITO CONTROL

WHAT ARE MOSQUITOFISH?

Eastern Mosquitofish, *Gambusia holbrooki*, are a native fish to Florida. They are small, and grow to be around 2 to 3 inches in length. They are naturally found in many lakes, ponds, and ditches.

WHAT CAN THEY DO?

Mosquitofish serve as a great form of biological control against mosquitoes. Each adult mosquitofish can consume up to 100 mosquito larvae per day. They are a great resource for large areas of standing water, such as pools in disrepair or ornamental ponds.

WHERE CAN I GET THEM?

Pinellas County Mosquito Control breeds mosquitofish, and can send a technician to place them on a resident's property for FREE with the property owner's permission. If interested, contact us!



HOW TO CONTACT US

Office Phone: (727) - 464 - 7503

Email: mosquitocontrol@pinellas.gov

Website: Pinellas.gov/mosquito

CITY MANAGER'S REPORT- JULY 2025

FIRE

Please visit the Fire Department's website at, <https://madeirabeachfl.gov/departments/fire/> to learn more about the department and services provided.

Firefighters graduating from the St Petersburg College Paramedic Program

Congratulations to the below Madeira Beach Fire personnel on their completion of the Paramedic Program offered at St Petersburg College:

Joey Calderaro

Kavaris Service

Kyle Watts

Chase Halfast – graduated in December 2024

Together, this team represents the first EMTs hired by MBFD in well over a decade with the understanding that they would enroll in and successfully complete the Paramedic Program to become County certified. Each of them has taken that responsibility seriously and followed through with professionalism and commitment.



BACK TO SCHOOL

A reminder that Pinellas County public schools resumes classes on Monday, Aug 11. Please help us keep all safe by following/obeying all posted signs (school zone), speed limits, and school crossing guard directions/actions. The City of Madeira Beach greatly appreciates your understanding, patience, and cooperation.

CITY MANAGER'S REPORT- JULY 2025

BEACH WATER SAFETY

A fun day at the beach can turn very dangerous when rip currents are present. Many beaches in Pinellas County, including Madeira Beach, do not have lifeguards on duty. It is important to stay informed of the forecast for local beach conditions before heading out and be observant of the water conditions once you arrive. Never leave children unattended in the water or near the shoreline. We recommend that you review the tips below as a family to help everyone have a safe beach day.



What are rip currents

- Rip currents are channelized currents of water flowing away from shore at surf beaches.
- Rip currents typically form at breaks in sandbars, and also near structures such as jetties and piers.
- Rip currents are commonly found on all surf beaches, including Great Lakes beaches.

Facts about rip currents

- Rip current speeds can vary from moment to moment and can quickly increase to become dangerous to anyone entering the surf. Average speeds are 1-2 feet per second, but they have been measured as fast as 8 feet per second – that's faster than an Olympic swimmer!
- Rip currents do not pull people under the water – they pull people away from the shore.
- Rip currents can sweep even the strongest swimmer.
- Sometimes a rip current ends just beyond the line of breaking waves; however, others may continue to flow hundreds of yards offshore.

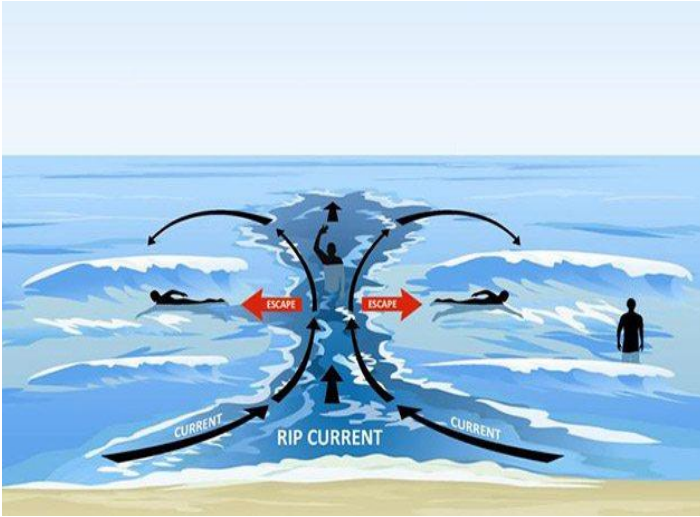
What are the visible clues that a rip current may be present?

- A narrow gap of darker, seemingly calmer water between areas of breaking waves and whitewater.
- A channel of churning, choppy water.
- A difference in water color.
- A line of foam, seaweed or debris moving seaward.

CITY MANAGER'S REPORT- JULY 2025

What if I'm caught in a rip current?

- Relax, rip currents don't pull you under.
- Don't swim against the current.
- You may be able to escape by swimming out of the current in a direction following the shoreline, or toward breaking waves, then at an angle toward the beach.
- You may be able to escape by floating or treading water if the current circulates back toward shore.
- If you feel you will be unable to reach the shore, draw attention to yourself. If you need help, yell and wave for assistance.



How to help someone that is struggling in a rip current?

Don't become a victim while trying to help someone else! Many people have died trying to rescue rip current victims.

- Get help from a lifeguard! If lifeguards is not present, call 9-1-1, then try to direct the victim to swim following the shoreline to escape.
- If possible, throw the rip current victim something that floats.
- Never enter the water without a floatation device.

More information about rip currents can be found at <https://www.weather.gov/safety/ripcurrent>.

MARINA

- New power pedestals have arrived to replace the ones damaged in Hurricane Helen and are designed for easy removal by marina staff and storage on high ground in the event of another storm. After the installation of the pedestals has been completed the Marina will be 100% restored from all damage caused by both storms. Costs to be covered by the City's insurance.
- We are still looking forward to adding an additional REC-90 Dual Hose Dispenser. This project will help us increase fuel sales and customer service. We have received one quote back and are still waiting for others to come back in. Through changing some designs and location, it looks like the project will cost less than originally anticipated.
- We have a new employee at the Marina. Mr. Nicholas Vincelli (Nick) started part-time work for us and will be mainly helping customers at the fuel dock during the weekends. He has fit

CITY MANAGER'S REPORT- JULY 2025

in very well and is doing an awesome job.

- The Marina seawall project resumed and should be completed next month. We experienced a delay with the project due to some specific materials required by the federal grant specifications.
- We will continue to have our 4th Annual Amphibious Trash Roundup on Saturday September 6th. The event will include prizes in eight categories and a derelict crab trap removal. Entry is free and all participants will receive a free lunch and beverage. Please come out and help us clean up our waterways and have some fun while doing so. If you have any questions about participating or volunteering, please call the Marina at (727) 399-2631.
 - Reminder of the Marina's services and hours of operation . . . stop by and visit !

The Madeira Beach Municipal Marina is your gateway to the beautiful waters of the Gulf Coast, offering a full range of amenities and services to make your boating experience enjoyable and convenient. Open seven days a week, the marina is ready to serve you with extended hours to accommodate early morning and evening adventures.

Operating Hours:

Monday to Thursday: 7:00 AM - 7:00 PM

Friday to Sunday: 7:00 AM - 8:00 PM

Whether you're looking to dock your boat, refuel, or simply enjoy the scenic surroundings, Madeira Beach Municipal Marina is the perfect spot for marine enthusiasts. With top-notch facilities and friendly staff, the marina ensures a seamless and pleasant experience for all visitors.

Floating fuel dock with ethanol-free gas and diesel, restrooms with showers, Coin operated Washer and Dryers, 24-hour free pump-out system, filleting tables and washdown area.

We have a fully stocked ship store including: Live shrimp, a large variety of frozen bait, beer, soda, snacks, a huge selection of tackle, and boating supplies.

CITY MANAGER'S REPORT- JULY 2025

Fiscal Year 2025 MARINA REVENUE through July 2025:

Account #	Description	Oct'24	Nov'24	Dec'24	Jan'25	Feb'25	Mar'25	Apr'25	May'25	Jun'25	Jul'25	Aug'25	Sep'25	Totals
405.9300.335380	State Appropriations - Physical I	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
405.9300.347500	ATM Service Charge	-	-	-	21.00	42.00	203.00	80.50	77.00	45.50	35.00	-	-	\$ 504.00
405.9300.347901	Unleaded Fuel Sales	22,203.08	150,624.52	115,349.86	77,552.66	146,020.23	166,532.05	208,610.85	270,171.68	263,535.04	235,764.68	-	-	\$ 1,656,364.65
405.9300.347902	Diesel Sales	2,617.76	12,395.29	9,634.06	21,416.23	15,653.94	18,211.47	22,453.16	17,606.28	16,163.89	13,681.46	-	-	\$ 149,833.54
405.9300.347903	Diesel - Commercial	9,571.27	15,214.42	24,326.14	13,813.94	26,239.53	42,770.98	15,565.77	28,173.02	31,570.39	18,725.68	-	-	\$ 225,971.14
405.9300.347904	Purchases Fuel	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
405.9300.347905	Propane Sales	229.90	160.93	252.89	344.85	137.94	229.90	68.97	45.98	45.98	22.99	-	-	\$ 1,540.33
405.9300.347906	Propane - Exempt	97.99	22.99	-	-	-	-	-	-	-	-	-	-	\$ 120.98
405.9300.347907	Purchases Propane	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
405.9300.347908	Misc Store Income-Taxable	9,778.64	17,350.27	17,446.65	15,001.19	22,144.44	33,991.10	26,943.73	34,908.44	33,331.46	30,339.17	-	-	\$ 241,235.09
405.9300.347909	Misc Store Income-Non Taxable	62.00	112.00	53.00	97.00	136.00	221.00	376.00	415.99	275.00	384.00	-	-	\$ 2,131.99
405.9300.347910	Purchases Store	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
405.9300.347911	Dry Storage Fees	11,822.78	11,575.12	11,364.84	11,061.10	8,513.77	10,990.87	11,398.55	11,280.58	11,584.35	11,453.48	-	-	\$ 111,045.44
405.9300.347912	Transient Rentals	2,572.28	6,694.89	7,456.98	6,904.31	5,928.06	9,968.54	12,098.90	8,394.39	11,171.19	9,030.23	-	-	\$ 80,209.77
405.9300.347913	Marina Slip Rent	-	24,663.50	24,429.50	24,663.50	23,945.06	23,448.50	23,165.01	23,171.39	23,402.01	23,402.00	-	-	\$ 214,290.47
405.9300.347914	Annual Fishing Tournament	-	-	-	-	3,546.74	34,335.86	-	-	-	-	-	-	\$ 37,882.60
405.9300.347915	Land & Sea Sales	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
405.9300.347916	Late Fees	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
405.9300.347917	Boat Ramp Parking	391.55	1,131.79	627.11	486.00	1,013.15	981.22	1,495.34	1,780.41	1,455.24	1,384.18	-	-	\$ 10,745.99
405.9300.361100	Interest Earnings	15,648.63	13,819.57	12,811.77	12,912.78	11,563.53	13,621.17	13,531.01	14,552.66	13,954.24	14,230.14	-	-	\$ 136,645.50
405.9300.364000	Sale/Disposition of Capital Asset	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
405.9300.369900	Other Miscellaneous Revenues	-	-	-	-	-	-	-	106.06	-	-	-	-	\$ 106.06
405.9300.369903	Refund Prior Year Expenses	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
405.9300.369904	Sales Tax Collection Allowance	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	-	-	\$ 300.00
405.9300.369906	Insurance Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
405.9300.369912	Boat Ramp Fees	-	-	-	-	-	-	46.70	166.80	130.76	247.51	-	-	\$ 611.77
405.9300.369913	Commission - Laundry Equipment	97.75	98.00	87.50	105.50	70.00	110.00	117.50	125.00	70.00	73.75	-	-	\$ 955.00
405.9300.369914	ATM Surcharge Fee	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
405.9300.380000	Other Sources	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
405.9300.380001	Fund Balance/Net Position Carry	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
405.9300.381002	Transfer from Sanitation Fund	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
405.9300.381003	Transfer from Stormwater Fund	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
405.9300.389201	Federal Grant - Clean Vessel	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
405.9300.389801	Asset Transfer In from Governm	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
		75,123.63	253,883.29	223,870.30	184,410.06	264,984.39	355,645.66	335,981.99	411,025.68	406,765.05	358,804.27	-	-	\$ 2,870,494.32

PARKING

A few reminders regarding **residents** and **visitor** parking:

1. Residents can obtain up to 3 **RESIDENT PARKING PASSES** at no charge, that allow residents to park in any City of Madeira Beach lot while the lot is open as well as on streets that allow resident parking. No overnight parking is allowed at any City lot using the **RESIDENT PARKING PASS** (everyone can use the overnight parking lot areas by paying the \$3/hour fee).
2. **RESIDENT PARKING PASSES** are only for residents physically living within the City of Madeira Beach City limits – not for businesses, visitors, or tourists – **MUST** prove City residency and provide a driver's license and a valid vehicle registration.
3. **VISITOR PARKING** is available at all City of Madeira Beach lots and the John's Pass Boardwalk & Village on-street spaces and the lot adjacent to the VFW (entrance off 129th Ave E) by paying the hourly rate of \$4 (may pay using the ParkMobile app or online at parkmobile.io. Overnight parking is only allowed at City of Madeira Beach lots located from 130th Ave to 136th Ave (entrances off Gulf Blvd) – not allowed at the John's Pass Parking lot and the Archibald Park Parking lot – by paying the \$4/hr rate (available for up to 7 days).
4. Please keep in mind, particularly visitors, that there are other privately-run/managed parking lots throughout our City that typically charge \$4-\$10/hour as well as the

CITY MANAGER'S REPORT- JULY 2025

occasional \$20 - \$45 full day rate/charge. These lots are NOT owned/managed/enforced by the City of Madeira Beach



July 2025 Parking Revenue:

1. Parking Fees \$413,771.11
2. Parking Fines \$ 57,165.00
3. Gross Parking Revenue designated toward parking garage: \$1,603,743.46

Month	Parking Meter	Parking Fines	Monthly Totals
Oct-24	6,786.93	15,175.00	21,961.93
Nov-24	74,325.23	8,965.00	83,290.23
Dec-24	113,594.21	2,010.00	115,604.21
Jan-25	126,191.45	2,715.00	128,906.45
Feb-25	234,853.60	2,680.00	237,533.60
Mar-25	343,054.73	3,675.00	346,729.73
Apr-25	393,789.37	7,725.00	401,514.37
May-25	386,820.32	31,852.00	418,672.32
Jun-25	405,958.02	46,285.00	452,243.02
Jul-25	413,771.11	57,165.00	470,936.11
Aug-25	-	-	-
Sep-25	-	-	-
Fiscal Year 2025	\$ 2,499,144.97	\$ 178,247.00	\$ 2,677,391.97

CITY MANAGER'S REPORT- JULY 2025

-Issued the following Parking reminders through the City's media:



Gulf Beaches Public Library



In addition to various eResources, databases, books, and other available materials, our Gulf Beaches Library also offers Notary services for \$5.00 per stamp. To schedule an appointment for Notary services please call Monday – Friday, 727-391-2828. Of course, libraries still continue to loan out materials, please take a look at the loan periods, item limits, and length of check-out for the below items.

CITY MANAGER'S REPORT- JULY 2025

Loan Periods

Items	Item Limit	Due Dates
New Books	50	14 days
Books	50	28 days
DVD	25	7 days
CD Books	25	28 days
CD Music	25	14 days
Sunshine States	2	14 days

You may check out a combined total of 50 items.

If you do not already have a library card, please stop by to obtain one, items needed to obtain one:

Provide the following identification with your name and current local address. A current valid Florida Driver's License/Florida Identification Card -OR- An alternate picture ID -AND- Your current TRIM notice or tax bill - A current utility bill (including cable television) - A long-term lease on property in the Cooperative area - A deed to property in the Cooperative area - Vehicle registration or title-current year - Voter's registration - Other appropriate identification
A unique identification number is needed for each library card. You may provide a social security number or a passport number for all family members applying for a card. Alternatively, a library may use a combination of the last three letters of the name and the birth date. Complete and sign the application and begin borrowing materials.

Additional Library Resources available at <https://gulfbeacheslibrary.org>, and also by signing up to receive the Library's newsletter:



Sign Up for Library Newsletter

* Indicates required field
Name *

 First Last

First Last

Email *

☐ I agree to receiving marketing and promotional materials *

Subscribe to Newsletter

Library Hours

Mon. 10 am - 6pm

Tues. 10 am - 8 pm

Wed. 10 am - 6pm

Thurs. 10 am - 6pm

Fri. 10 am - 6pm

Sat. 10 am - 5 pm

Sun. Closed

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BARRIER ISLAND GOVERNMENT COUNCIL (Big-C) – monthly meetings held on the last Wednesday of each month beginning at 9 am (2025 calendar listed below):

What is the Big C?

The Big C, incorporated in 1990, is a governmental council including eleven municipalities residing on the west coast of Florida, from St. Pete Beach to Clearwater:

Belleair Beach, Belleair Shore, Clearwater, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, Treasure Island

Why does the Big C Exist?

To stimulate communications between the barrier islands cities to focus on problems common to all, including but not limited to: tourism, recycling, public transportation, beach preservation, renourishment and access, marine environment, air and water quality, public safety, density management, waterway regulation, taxation based on permanent residents and average transient population, to unite and be able to have one voice addressing the County, State and Federal governments while respecting the individuality of each city.

We invite you to become acquainted with--and participate in--the Big C!

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BIG-C *Barrier Islands Governmental Council*

Belleair Beach
Belleair Shore
Clearwater
Indian Rocks Beach
Indian Shores
Madeira Beach



North Redington Beach
Redington Beach
Redington Shores
St. Pete Beach
Treasure Island

2025 BIG C Meeting Schedule
Last WEDNESDAY of the Month
(Unless otherwise noted)
Meetings called to order at 9:00am

<u>DATE</u>	<u>HOST</u>	<u>LOCATION</u>
January 29	Town of Redington Shores	Madeira Beach City Hall 300 Municipal Drive
February 26	Town of North Redington Beach	Madeira Beach City Hall 300 Municipal Drive
March 26	Town of Redington Beach	Madeira Beach City Hall 300 Municipal Drive
April 30	City of Madeira Beach	Madeira Beach City Hall 300 Municipal Drive
May 28	City of Treasure Island	Treasure Island City Center 10451 Gulf Boulevard
June 25	City of Indian Rocks Beach	Madeira Beach City Hall 300 Municipal Drive
July 30	City of Belleair Beach	Belleair Beach Community Center 444 Causeway Boulevard
August 27	City of St. Pete Beach	St. Pete Beach Community Center 7701 Boca Ciega Drive
September 24	City of Clearwater	Clearwater Beach Library & Recreation Complex 69 Bay Esplanade
October 29	Town of Belleair Shore	Belleair Beach Community Center 444 Causeway Boulevard
December 3	Town of Indian Shores	Indian Shores Town Hall 19305 Gulf Boulevard



CITY MANAGER'S REPORT- JULY 2025

THANK YOU, THANK YOU !!

Thank you for continuing to stay informed and/or involved in your City government. As always, please contact us for with any questions, comments, concerns.

As in prior months thousands enjoyed our vast and varied events including our annual Independence Day annual fireworks (even after a very strong thunderstorm), monthly clean-up on Saturday, July 5, a NSA youth softball world series tournament, and some incredible and eclectic sunsets, rainstorms, and moon sightings. Please read throughout this publication for additional events/activities/meetings in August including our the Trash Pirates, Coastal Crusaders, and Keep Pinellas Beautiful Community Clean-up on Saturday, August 2; Village Fridays at John's Pass Village & Boardwalk with live music and kick-off to our 2nd annual Madeira Beach Burger Week on Friday, August 15; the 2nd Annual Madeira Beach Burger Week event held at 16 different restaurants (locations available at www.madeirabeachburgerweek.com); the Fiscal Year 2026 City Budget workshop and City Commission Workshop on Wed, Aug 27.

UPCOMING SPECIAL EVENTS/ACTIVITIES/MEETINGS

- (1) **Trash Pirates, Coastal Crusaders, & Keep Pinellas Beautiful Beach Clean-Up**, John's Pass Bell Tower area, John's Pass Park, and Madeira Way, Sat, Aug 2, beginning at 8 am.
- (2) **CIVIL SERVICE COMMISSION MEETING**, Tue, Aug 5, 4 pm, CITY HALL – Commission Chambers
- (3) **BOARD OF COMMISSIONERS REGULAR MEETING**, Wed, Aug 13, 6 pm, CITY HALL – Commission Chambers
- (4) **CONVERSATIONS WITH THE MAYOR**, Wed, Aug 20, 5 pm, Cambria Hotel, 15015 Madeira Way
- (5) **VILLAGE FRIDAYS**, Fri, Aug 15, 6 pm, JOHN'S PASS VILLAGE Bell Tower Area, Music & Kick-off to Burger Week
- (6) **MADEIRA BEACH BURGER WEEK**, 15+ Madeira Beach restaurants offering a \$10 burger, runs from Friday, Aug 15 to Sunday, Aug 24, more information at:

www.madeirabeachburgerweek.com

CITY MANAGER'S REPORT- JULY 2025



IN THIS CITY-WIDE, WEEK-LONG CELEBRATION, BURGER LOVERS WILL HAVE THE OPPORTUNITY TO ENJOY BURGER DEALS FROM PARTICIPATING LOCAL RESTAURANTS. BY USING THE OFFICIAL MADEIRA BEACH BURGER WEEK PASSPORT, BURGER AFICIONADOS CAN MAP OUT THEIR CULINARY JOURNEY , EXPLORE NEW RESTAURANTS, CHALLENGE THEIR TASTE BUDS, AND CONNECT AND SHARE THEIR EXPERIENCES ON SOCIAL WITH OTHER MADEIRA BEACH FOODIES, ALL WHILE BEING ENTERED TO WIN AWESOME PRIZES!

- (7) **PUBLIC MEETING**, Tuesday, Aug 26, 5:30 pm, CITY COMMISSION CHAMBERS, TOPIC: Hurricanes/Storms Follow-up
- (8) **BOARD OF COMMISSIONERS BUDGET WORKSHOP** CITY HALL, Wed, Aug 27, 4pm – Commission Chambers
- (9) **BOARD OF COMMISSIONERS WORKSHOP** CITY HALL, Wed, Aug 27, 6 pm – Commission Chambers
- (10) **BIG-C MEETING** Wed, Aug 27, 9 am, St Pete Beach Community Center, 7701 Boca Ciega

Thank you very much for your attention. Again, a huge thank you to all City staff that daily make Madeira Beach shine. Please let us know of any matter needing the City's attention. Stay Safe, enjoy Our Slice of Paradise, and a wish for all to enjoy every day throughout 2025 !!

