



**BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
Wednesday, September 10, 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. Madeira Beach Fire Department - Promotion, Paramedic School Completion

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.](#) 08-13-2025, BOC Regular Meeting Minutes
- [B.](#) 08-21-2025, BOC Workshop Meeting Minutes - Discussion on City Manager
- [C.](#) 08-27-2025, BOC Budget Workshop Meeting Minutes
- [D.](#) 08-27-2025, 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.](#) Stormwater Station Generator Replacement located at 14101 N Bayshore Dr. Approval
- [B.](#) Diocese of Southwest Florida, Inc Parking Lot License Agreement Approval
- [C.](#) FDOT Debris Staging Area Agreement for Archibald and Johns Pass Park Approval
- [D.](#) Bay Point Causeway and Dr. Milling and Resurfacing proposal approval
- [E.](#) Interlocal Agreement with Pinellas County for Cooperative Emergency Procurements of Disaster Debris Collection & Monitoring and Management Services

10. PUBLIC HEARINGS

- [A.](#) Ordinance 2025-17, Amendment to Chapter 14 - Florida Building Code References - 1st Reading & Public Hearing

11. UNFINISHED BUSINESS

- [A.](#) Approve Mayor Brooks to serve as Big-C Representative to Forward Pinellas
- [B.](#) Building Permit Fee Waiver Extension Request

12. CONTRACTS/AGREEMENTS

13. NEW BUSINESS

- [A.](#) Civil Service Commission Appointment
- [B.](#) Planning Commission Appointments
- [C.](#) Consider Approval of City Manager Resignation Agreement
- [D.](#) Appoint Acting City Manager
- [E.](#) Recruiting Firm - City Manager and Other Senior Vacancies

14. AGENDA SETTING (September 24, 2025, BOC Regular Workshop; 6:00 p.m.)

- A. Kimley-Horn Letter of Agreement for Professional Services - Impact Fee Ordinances
- B. Noise Ordinance Review
- C. 2026 Appropriations - Provide a List
- D. Presentation: Shumaker Advisors
- E. Rebid Information Technology Contract (IT Services)

15. REPORTS/CORRESPONDENCE

- 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 - August 31, 2025
- F. City Manager

16. RESPOND TO PUBLIC COMMENTS/QUESTIONS

17. ADJOURNMENT

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

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



MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Robin Gomez, City Manager

FROM: Clint Belk, Fire Chief

DATE: 9/10/2025

RE: Promotion, Paramedic School Completion

Background

Madeira Beach Fire Department would like to recognize the following personnel for their accomplishments and dedication to the City of Madeira Beach.

Promotions

Driver Engineer Erick Ubiles 03/13/2025

Completion of Paramedic Program

Firefighter Chase Halfast (County Certified)

Firefighter Joey Calderaro

Firefighter Kavaris Service

Firefighter Kyle Watts

Fiscal Impact

Recommendation

Attachment(s):

DE Ublies Promotional Write-up





Driver Engineer Erick Ubiles

Hired	8.1.16
Promoted	3.13.25

It is with great pride and admiration that we recognize Driver Engineer Erick Ubiles on his well-deserved promotion. D/E Ubiles has consistently demonstrated the highest standards of professionalism, dedication, and service since joining the Madeira Beach Fire Department in the summer of 2016.

From his very first day, FF Ubiles made a lasting positive impression on the leadership and members of our department. His commitment to excellence quickly became evident, earning him the title of Firefighter of the Year in both 2020 and 2022, and in 2023, he was honored as Paramedic of the Year by the American Legion State Chapter — a testament to his exceptional EMS skills and unwavering dedication to those we serve.

Erick's career has been marked not only by accolades but also by the consistent respect and praise of his peers. Known for his positive attitude, strong work ethic, and well-rounded capabilities in both firefighting and emergency medical services, Erick is the epitome of a team player. He approaches each shift with professionalism and a willingness to go above and beyond for the benefit of the department and the community.

His pursuit of professional development has allowed the department to rely on him in critical leadership roles, including Acting Driver and Acting Lieutenant, where he successfully managed complex structure fire and water rescue scenes. His calm leadership and tactical knowledge in these high-pressure situations have been invaluable assets to the department.

Beyond his excellence in emergency response, Erick's contributions have also played a key role in the strategic development of the department. One standout example is his volunteer service on the Truck Committee, where he provided critical oversight during the construction of our 2022 aerial fire apparatus. His attention to detail, operational insight, and dedication to quality helped ensure the apparatus met the highest standards. This level of involvement reflects not only his passion for continuous improvement **but also his** commitment to advancing innovation within the fire service.

Driver Engineer Ubiles embodies the core values of the Madeira Beach Fire Department. His passion for the fire service, dedication to his colleagues, and service to our community have been evident throughout his career. His promotion is not just a personal milestone, but a moment of pride for our entire department.

Please join us in congratulating Driver Engineer Erick Ubiles on this outstanding achievement. We look forward to his continued leadership and contributions in this new chapter of his career.



MINUTES
BOARD OF COMMISSIONERS
REGULAR MEETING
AUGUST 13, 2025
6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on August 13, 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/City Treasurer
Thomas Trask, City Attorney

1. CALL TO ORDER

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

2. INVOCATION AND PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

4. APPROVAL OF THE AGENDA

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

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner Tagliarini	"YES"

August 13, 2025, BOC Regular Meeting Minutes

Page 1 of 24

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

The motion carried 5-0.

5. PROCLAMATIONS

There were no proclamations.

6. PRESENTATIONS

A. Check Presentation – PCSO Explorer Post

Recreation Director Jay Hatch presented information about the donation to the Pinellas County Sheriff's Office Explorer Post, explaining that the check presentation dated back to the Seafood Festival held in March. Mr. Hatch described how the Pinellas County Sheriff's Office Public Safety Cadets helped park vehicles at Madeira Beach Fundamental School during the event, which also ensured security for the school. While they traditionally do not charge for their services, as part of the conversations with them, the city is making a \$2,000 donation to their program as an act of appreciation. Director Hatch introduced those who were present to receive the check donation. He noted that discussions were already underway for the cadets to assist with the next Seafood Festival as well.

7. PUBLIC COMMENT

John Hendricks, 569 Normandy Road, addressed the Commission regarding the city budget. He said that he had sent each of the commissioners a copy of an article in the Beach Beacon about Seminole. He compared Madeira Beach's proposed \$46 million budget with Seminole's \$28.1 million budget, noting that Seminole has a population of 20,000 and 160 employees, while Madeira Beach has just under 4,000 residents and 80 employees. Compared to the City of Seminole, the City of Madeira Beach budget is outrageous. It is a wish list that all the department heads have come up with, which means that the Board does not need to approve it. Mr. Hendricks expressed concern that the budget had grown from \$25 million when he was in office to the current proposed amount, characterizing this as "outrageous." He urged commissioners to go through the budget line by line, consider the rollback rate to provide property owners relief, and make tough decisions about city spending.

Tov Vestgardan, 590 Normandy Road, said that if there are 4,000 residents in the City of Madeira Beach with a \$28 million budget, the City is spending \$7,000 per person. If the City is increasing its budget to the proposed \$46 million, that would be about \$12,000 per person that the City is spending to run the City for one year, which he deemed "insane." He compared millage rates with other beach communities, noting that Madeira Beach's rate of 2.75 was higher than North Redington Beach (1.0), Belleair Shores (0.55), Redington Shores (1.69), Redington Beach (1.81), Indian Rocks Beach (1.83), Indian Shores (1.87), and Belleair Beach (2.04). He questioned why

Madeira Beach's millage rate was higher despite having strong parking and tourism income. He understood that after the recent storms, people were living at City Hall and asked where he could sign up to get a key to City Hall if his house got damaged during the hurricane.

8. APPROVAL OF MINUTES

- A. 2025-07-09, BOC Regular Meeting Minutes**
- B. 2025-07-23, BOC Budget Workshop Meeting Minutes**
- C. 2025-07-23, BOC Special Meeting Minutes**
- D. 2025-07-23, BOC Regular Workshop Meeting Minutes**

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

ROLL CALL:

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

The motion carried 5-0.

9. CONSENT AGENDA

- 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**

Commissioner Ghovae asked that Consent Agenda Item 9D and 9G to be pulled for separate discussion.

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

Vice Mayor Kerr motioned to approve the Consent Agenda Items A, B, C, E, and F. 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.

9D. TruVac Trailer Purchase

Public Works Director Megan Wepfer explained that rather than purchasing a street sweeper for over \$400,000, the City contracts it out. The contracted price is \$500 per month for the same number of sweepings they previously did with their street sweeper. The street sweeper was flooded during Hurricane Helene. They received \$295,000 from insurance to replace the street sweeper. Before Helene, that street sweeper was in poor condition and not running, which is why it was not evacuated off the island. The TruVac trailer could be used to sweep debris from streets, clean stormwater systems, and excavate when needed. It will be used as needed, and for the past week, they could have used it twice.

Commissioner Ghovae expressed concerns about the cost, including the need to store equipment and the land required for truck storage, the need for maintenance and insurance, and whether it might be more cost-effective to contract these services to make the best use of the City's money. Director Wepfer responded that contracting services had proven problematic due to tidal issues, with companies often unable to perform scheduled work because of high tides. She also noted that contracted services cost a minimum of \$2,500 each time.

Mayor Brooks opened to public comment.

A resident who did not give their name said \$150,000 plus insurance and labor would bring the cost up by 0.25% to 2.5% more. He asked if the state or the county had a piece of equipment that the City could pay for a day or a barter service, so the City does not have that cost. It is just a suggestion in hopes of a solution.

Commissioner Tagliarini asked Director Wepfer if she could address the last speaker's recommendation and if she knew whether or not the county has something. Director Wepfer said they had borrowed equipment before. It did not work out well.

Commissioner Tagliarini asked if they did not purchase, what would be the alternative? Director Wepfer said they would just contract out the service and not continue to maintain the storm drain system. They could when they have the street sweeper, which they used when cleaning out the inlets.

Vice Mayor Kerr said, based on the conversation they had at the workshop, it makes perfect sense to have the piece of equipment and be able to use it as needed and not have to work around someone else's schedule. It is a fraction of the cost of the original piece of equipment that was purchased in 2018. It does a great job, and it would have a wider range of uses.

Director Wepfer said the equipment performed well during the demo. It will be used multiple times, added to the City's blanket insurance, and will have a tag for City business use.

Commissioner McGeehen had Director Wepfer explain how the equipment could have been used last week.

Mayor Brooks said the City does not have a fiscal impact on the purchase because they are using insurance proceeds they received for the street sweeper to purchase it, as they discussed at the workshop. For staffing, staff are already working. It is something that would get added to whatever else they are doing in the City that day. She supported it.

Commissioner Tagliarini motioned to approve the purchase of a TruVac trailer from Environmental Products Group. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"
Commissioner Ghovae	"NO"
Vice Mayor Kerr	"YES"
Mayor Brooks	"YES"

The motion carried 4-1.

9G. Area 3 Construction Engineering Inspection (CEI) Approval

Commissioner Ghovae expressed concern about the cost of \$185,000 for construction oversight services for a \$200 a day project. They started construction on July 9th, so it has been two months into it.

Public Works Director Wepfer clarified that the service involved a team of two people, not just one, who would be on-site multiple times daily. She explained they were encountering multiple conflicts daily with underground utilities, including unmarked water lines from Pinellas County and Frontier services, requiring on-site engineering decisions. She emphasized that without this service, the project would face delays and potential change orders for contractor downtime. The contractor has the City's best interests in mind, which ensures that the contractor is installing the product according to the plans and billing the City correctly.

Commissioner Ghovae asked who the engineer was who designed it. Director Wepfer said it had been going on for several years. It started with Deuel and Associates and then went to Trans Systems.

Commissioner Ghovae said they would be responsible for addressing any field conflicts and providing advice on how to build around the conflicts. Director Wepfer said they would not want

August 13, 2025, BOC Regular Meeting Minutes Page 5 of 24

to do that service for free because they do all their preliminary work to do GPR, but that does not mean they would be re-engineering and coming out. They would have to pay for somebody to come out on site.

Commissioner Ghovae said they should be responsible for the gravity pipes because they should know the invert of all the pipes and how they interact. He would not be for it.

Mayor Brooks opened to public comments.

Chuck Dillon, 529 Lillian Dr., commented that while the cost seemed high, having someone in the field to make immediate decisions was necessary to prevent the project from stalling for days at a time. That is why the Crystal Island project went so well.

Vice Mayor Kerr calculated that the cost amounted to approximately \$500 per day per person, which he considered reasonable for the specialized service. Commissioners ultimately agreed on the necessity of having construction managers with the city's interests in mind who could solve problems on the spot.

Commissioner Ghovae said he did not have a problem with having an inspector in the field; it is the cost that he is having a problem with.

At the request of Commission Ghovae, Director Wepfer explained what happens if there is no engineer on site to make the changes. She said the contractor will not make the call. It is adding days to the project. CEI has the authority to solve the problems on the site. They have a grant for the project, so they do have a time frame for completion.

Vice Mayor Kerr said it made sense. They must have a construction manager on site who has the City's interest at heart. The cost is reasonable. The City's engineering planner, Marci Forbes, added a comment.

Mayor Brooks said she understands that if they do not have someone there, the cost for dead days is not free. This is one of the City's contractors. The price has been vetted. It may not look like a good price on paper because looking at \$200,000 is hard to swallow when just thinking about somebody overseeing. She understands that it is so much more than that.

Commissioner Ghovae asked if the service was bid out. Director Wepfer said it was one of their engineering contracts.

Commissioner Tagliarini motioned to approve CEI services [with Terra Mare Consulting] for \$185,000 to provide construction oversight and regulatory coordination for the Area 3 Roadway and Drainage Improvement Project. Vice Mayor Kerr seconded the motion.

ROLL CALL:

Commissioner Tagliarini "YES"

August 13, 2025, BOC Regular Meeting Minutes

Page 6 of 24

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

The motion carried 5-0.

10. PUBLIC HEARINGS

A. Ordinance 2025-14, Amendments to Chapter 14, Article IV, Elevation and Relocation of Structures – 2nd 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.

Mayor Brooks opened to public comment.

Nikki Rusinack, 14024 Vivian Dr., thanked the Mayor, Commission, and staff for the speed with which they prepared the ordinance, and for making it possible for homeowners who are elevating their properties.

During public comment, Commissioners expressed that this was the second reading and had been thoroughly reviewed. They agreed it was a positive change that would streamline processes for both staff and residents.

Commissioner Ghovae motioned to adopt Ordinance 2025-14, Amendments to Chapter 14, Article IV, Elevation and Relocation of Structures, after second reading and public hearing. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Ghovae	"YES"
---------------------	-------

August 13, 2025, BOC Regular Meeting Minutes

Page 7 of 24

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

The motion carried 5-0.

B. APB 2025-04 Corner Kitchen and Coffee House

City Attorney Tom Trask said it was a quasi-judicial hearing, and read the summary of the application:

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 in Madeira Beach.

Mr. Trask said the standards to be applied are set forth in Code Section 110-532, which reads that when considering the alcoholic beverage application, the Board of Commissioners should 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.
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 public safety.
5. No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the City under any section of the Code.

Mr. Trask said, pursuant to the code, the burden of proof is as follows:

The applicant shall have the burden of proof at the hearing to show by the greater weight of the evidence that the application is consistent with the city comprehensive plan and complies with all procedural requirements of law. Conditions may be suggested by the applicant, the City or any party, or may be imposed by the Board, which are intended to assure consistency and compliance.

Mr. Trask said the parties in this case are the City of Madeira Beach and the applicant Jonathan OleJnik. He is with rpdelli.com Inc. The order of presentation would be because there have been

no parties who have issued a notice of intent to become an effective party, the City would make its presentation first, and then the applicant would present.

Mr. Trask read the quasi-judicial proceedings that will be used in the hearing as follows:

The Board of Commissioners acts in a quasi-judicial rather than a legislative capacity at this hearing. It is not Board's function to make law but rather to apply law that has already been established. In the quasi-judicial hearing, the Board is required by law to make findings of fact based upon the evidence presented at the hearing and apply those findings of fact to previously established criteria containing the Code of Ordinances in order to make a legal decision regarding the application before it. The Board may only consider evidence at the hearing that the law considers competent substantial and relevant to the issues. If the competent substantial and relevant evidence at the hearing demonstrates that the applicant has met the criteria establishing the Code of Ordinances, then the Board is required by law to find in favor of the applicant. By the same token if the confident substantial and relevant evidence of the hearing demonstrates that the applicants failed to meet the criteria established in the Code of Ordinances then the Board is required by law to find 'against' the applicant.

Mr. Trask asked if any of the Commissioners had any ex parte communication between the Commission and the applicant. There were none.

Mayor Brooks said she did not know if it would be ex parte. She frequently visits the corner kitchen and knows the owner. She knew that they were going to be on the agenda tonight, but he was on vacation and could not attend. Mr. Trask asked the Mayor if she had discussed the matter with the owner, and she said they did not.

Mr. Trask asked if any of the Commissioners had any conflicts of interest to disclose. There were none.

Mr. Trask administered the Oath to all present to speak at the meeting. The applicant was not present.

Mr. Trask asked the staff to make their presentation.

City Staff Presentation

Andrew Morris stated his name and his position as the Long-Range Planner for the City. He described his duties with the City, which include writing ordinances, comprehensive plan amendments, and variances.

Mr. Trask asked Mr. Morris if he was familiar with the application. Mr. Morris said yes.

Mr. Morris gave his staff report, which included responses to the five conditions of approval:

August 13, 2025, BOC Regular Meeting Minutes

Page 9 of 24

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 Brewnette'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

Mr. Morris concluded his presentation.

Mr. Trask asked Mr. Morris if he was asking the Board of Commissioners to take the agenda packet into evidence. Mr. Morris said yes.

Mr. Trask asked if the City received any notice of intent to become an affected party. Mr. Morris said no.

Questions from the Board of Commissioners to City Staff

Mr. Trask asked if there were any questions from the Commission for City Staff.

Commissioner Ghovae asked if there were minimum setback requirements from a church or a school for any use of alcoholic beverages. Mr. Morris said it is usually 300 feet, but there were none within the 300 feet.

Applicant Presentation

Mr. Trask asked if the applicant was in the audience. He was not.

Mr. Trask asked if any members of the public present would like to discuss the application.

An employee of the business, Heather Terflinger, said she was present to speak on behalf of the applicant. Mr. Trask administered the Oath to her.

Heather Terflinger, an employee of the business, represented the applicant who was on vacation. She explained they had opened in March, and the owner is asking to serve wine and beer just like the previous business had done. Their focus is on the community and bringing people together.

Mr. Trask asked if anyone had any questions.

Commissioner Tagliarini said there was one condition about any proposed expansion of floor area seating or increase in alcoholic beverage service intensity. He asked Ms. Terflinger if she was aware of any increases of any kind. Ms. Terflinger said no.

Public Comments

Mr. Trask asked if there was anyone else in the audience who would like to speak. There were none.

The City Attorney said the item is back before the Commission for a motion to be made and a second on the motion, and then for a discussion on the motion.

Commissioner McGeehen motioned to approve ABP 2025-04 for Corner Kitchen and Coffee House. Vice Mayor Kerr seconded the motion.

Vice Mayor Kerr said the previous owner had an alcoholic beverage license, and there were no issues.

ROLL CALL:

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

The motion carried 5-0.

11. UNFINISHED BUSINESS

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

City Attorney Trask presented the history of the case, explaining that Mr. Holcomb and his wife were cited in May 2023. The matter came before the special magistrate for consideration in October 2023. The special magistrate found a violation of the cited code sections. The violations August 13, 2025, BOC Regular Meeting Minutes

Page 12 of 24

were for the failure to have a building permit for building an accessory structure (outdoor kitchen) on their pool deck, and for not having a pool fence. The special magistrate ordered that the property be brought into compliance by November 22, 2023. If not in compliance by that date, there would be a \$250 per day fine that would accrue. The property did come into compliance almost an entire year later, on November 13, 2024. This resulted in accrued fines of \$92,044.07. After he provided that payoff to Mr. Holcomb, he requested a fine reduction. He had told Mr. Holcomb that City staff would not support anything less than a fine reduction to \$46,022.04, which is 50% of the outstanding lien. The item was discussed at the workshop meeting, and it is now ready for official action. Mr. Holcomb requested an opportunity to speak before any motion is made.

Mr. Holcomb addressed the concerns raised at the previous meeting. He said he was properly homesteaded. The problem the neighbor had was not with a fence but with water running off from the property into her yard. The house is nearly knocked down. He had agreed with his contractor about leaving some of the tall grass to serve as a barrier to his neighbors. He agreed that the work should have been permitted. The 50% reduction to \$46,000 is an exorbitant amount. He is asking for a reduction of more than 50%.

The City Attorney said the options for the Commission are to deny the request, grant the request, or grant the request for a fine reduction to a dollar amount. They would have a motion, a second, a discussion, and then a vote.

Mayor Brooks said sometimes we get out of a conversation what we want to hear. That is why it would be good practice to speak back the conversation, so everyone understands what has been said.

Mayor Brooks noted the City had received an email from a resident about "selective code enforcement." She mentioned that they had current photos of Mr. Holcomb's property, showing there was no silt fencing and had tall grass.

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

The City Attorney said his recommendation is that there be a motion on the floor and then discuss the motion. The motion can be amended, withdrawn, or tabled.

Commissioner Ghovae motioned to reduce the fine from \$92,000 to \$10,000. Commissioner McGeehen seconded the motion.

Commissioner Ghovae asked how much the City had spent on the project. The City Manager said it would essentially be staff time, and it would probably not exceed \$10,000. He would not know until they looked into it.

Commissioners had differing opinions on the appropriate reduction. Commissioner McGeehen was in favor of reducing the fine to \$15,000, since the City's cost would probably not be over \$10,000. Vice Mayor Kerr opposed a significant reduction, arguing that Mr. Holcomb had chosen to ignore the Special Magistrate's ruling for a year. Commissioner Tagliarini expressed concern

about setting a precedent but was willing to follow the staff recommendation of 50%. Mayor Brooks agreed with Vice Mayor Kerr, and they would be setting a precedent by reducing the fine.

Commissioner Tagliarini asked if the maker of the motion would be willing to amend their motion to a 50% reduction to \$46,022.04. Commissioner Ghovae said not.

ROLL CALL:

Commissioner Ghovae	"YES"
Commissioner McGeehen	"NO"
Vice Mayor Kerr	"NO"
Commissioner Tagliarini	"NO"
Mayor Brooks	"NO"

The motion failed 4-1.

Commissioner Tagliarini motioned that they support a settlement of the lien for the amount of \$46,022.04. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"
Vice Mayor Kerr	"NO"
Commissioner Ghovae	"NO"
Mayor Brooks	"YES"

The motion passed 3-2.

The City Attorney said the fine has been reduced to \$46,022.04.

B. Hurricane Damage Update – Community Development Ground Floor Assessment

Marcy Forbes, Community Development Engineer, presented findings regarding the City Hall downstairs that was damaged during Hurricane Helene, with floodwaters up to 7 inches. The City contracted Pennoni Services to conduct a vulnerability assessment.

Vince Barnes of Pennoni, a structural engineer and licensed special inspector, explained that their assessment found the space was not properly dry floodproofed. The slab was largely unreinforced and insufficient to resist uplift buoyancy forces, and the exterior walls would have failed under a design flood event. To properly dry floodproof the area would require demolishing portions of the existing slab, replacing it with a thicker slab, adding steel, installing deep foundations, and doubling the wall thickness with another layer of CMU block. The estimated construction cost would be approximately \$2.5 million for a full interior build-out.

Mr. Barnes presented an alternative option of converting the space into an open-use area with picnic tables and possibly a small dry floodproofed bathroom area, which would cost approximately \$488,000.

Mayor Brooks opened to public comment.

Chuck Dillon, 529 Lillian Dr., suggested using breakaway walls, and called it stupid to try to floodproof something that had already flooded.

John Hendricks, 569 Normandy Rd., said the original build-out cost was \$960,000 and questioned the competence of those responsible for the original construction.

The Commission discussed potential alternatives, including repurposing the former gym space or City Centre room, and options to expand over the retention pond. Mayor Brooks emphasized that the people responsible for the inadequate construction no longer worked for the city, adding that the sheriff's room also flooded and was not built properly. She said that spending any money to put offices back downstairs would not be supported and that finding an alternative space for the Community Development Department should be prioritized.

C. Hurricane Damage Assessment – Current Status

City Manager Robin Gomez presented a comprehensive spreadsheet of hurricane damage, insurance proceeds, and FEMA submissions. The discussion covered multiple departments and facilities.

For the Building and Community Development area, Servpro removed damaged materials for \$135,000, with insurance covering \$116,526 so far.

Marina Manager Brian Crabtree reported that the marina building had been repaired, with most equipment replaced except dock pedestals, which are currently being installed during the seawall project. The marina had fared relatively well during the storm, losing only electrical components that went underwater.

Recreation Director Hatch said that recreation center repairs were complete except for office millwork. He also reported that the mower at the school field had been destroyed and scrapped, and that the irrigation system at the school field would need complete replacement at an estimated cost of \$16,000 due to damage from portables placed there after the hurricane. An electrician will be out to look at the electrical for the lights, which will also be turned into insurance. The fence, splash pad, and waterfall repairs have been completed.

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

The City Manager said that everything not covered by insurance has been submitted to FEMA for reimbursement. The spreadsheets will be updated then. Vice Mayor Kerr asked for an estimate of what the storms cost the residents. The City Manager said he would put that together.

August 13, 2025, BOC Regular Meeting Minutes

Page 15 of 24

Mayor Brooks said they received information from FDEP on a specific recreation development assistance grant that could be used for repairing the fields. Director Hatch said they would look into it.

The City Manager reported on the two Parking Department vehicles and parking kiosks that were affected by the storm.

Mayor Brooks also raised concerns about grass code enforcement, and the City Manager explained the process for addressing overgrown properties. The Mayor asked to workshop it so they could have a better understanding of the process.

Public Works Director Wepfer reviewed ongoing Public Works projects, including John's Pass boardwalk pilings, a generator at 141st Street, Tom and Kitty Stewart Park bathroom structure, which needed redesign due to flood mapping changes, the Snack Shack, repairs to six parking lots, and the jetty. She mentioned they finally had a pre-application meeting set with the Army Corps 408 Section for September 16th regarding the jetty. She reported issues with Madeira Way lights, where underground wires had burnt out after repairs.

Vice Mayor Kerr suggested coordinating with Visit St. Pete/Clearwater to see if a grant would be available for the bathroom structure.

D. 2025 Seafood Festival Recap

The City Manager presented the financial results of the 2025 Seafood Festival held in March. The event had expenditures of nearly \$195,000 and revenues just under \$202,000. Major revenue sources included a \$50,000 grant from Visit St. Pete/Clearwater, vendor fees, beverage sales, and parking fees.

Recreation Director Jay Hatch explained that his department uses a detailed spreadsheet to track all expenses and look for cost-cutting opportunities. The spreadsheet had been refined over the years to become more accurate and detailed. He noted they were already planning for the next festival, scheduled in 77 days, with a focus on cost management and securing sponsorships.

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

Vice Mayor Kerr praised the detailed financial reporting and asked about sponsorship efforts.

Mayor Brooks said she was glad that he did the Aclarian reconciliation. They want to show where credit is due. The Mayor mentioned she had discussions with business owners and the Chamber of Commerce about potentially getting alcohol and soda donated for future events, which could significantly reduce expenses.

12. CONTRACTS/AGREEMENTS

A. Special Event Agreement – ROC Park – Drop Dead Beach Bash

Recreation Director Hatch presented a special event application for a four-day festival at the recreation center event fields. The event, called Drop Dead Dangerous Beach Bash (named after the headlining band), would raise money for ROC Park. The City proposed waiving \$2,440 in facility rental costs and invoicing the event for \$1,283.50 in hard costs like sanitation. The goal of the event is to raise money for Roc Park.

Mayor Brooks opened to public comment.

Bill Kearns, 400 150th Ave., explained they had secured Grammy award-winning artist Kristian Bush as a headliner along with six Nashville bands. The Sunday event would feature all artists playing together on the space near the fishing pier.

Mr. Karns explained that hurricane damage had destroyed many of the approximately 850 memorial plaques throughout ROC Park. The fundraising would help replace these memorials, particularly tree placards that have frequently been damaged by landscapers. He noted they were implementing a new mounting system using screws specifically designed for trees.

The Commission was supportive of the event, which would include food vendors and alcoholic beverages.

Commissioner Tagliarini motioned to approve the Special Event Agreement – ROC Park – Drop Dead Beach Bash. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

B. Agreement to Purchase Property at 50 153rd Avenue

The City Manager presented the proposed purchase of three parcels totaling approximately 0.7 acres at 50 153rd Avenue for \$4,600,000. The City obtained one appraisal and would get a second. The current occupant would continue to occupy the property for six months after closing. The purpose would be to eventually construct a facility to house public works administration, parks maintenance, the mechanic, and part of the fleet.

Mayor Brooks opened to public comment.

John Hendricks, 569 Normandy Road, commented that the property was appraised at \$2,500,000 and urged the Commission to look off-island for high ground to prevent equipment from being ruined again. He said the City would continue to rent property on 95th Avenue while spending millions on this purchase, and it would be a bad deal for the city.

Commissioner Ghovae opposed the purchase, the land would be better used for tourism-related development like a hotel or restaurant rather than storing trucks and vehicles on a pristine piece of property. Commissioner McGeehan agreed, adding that residents in his district were not excited about the purchase, and the price was too high. He did not like the idea of allowing the church to use the facility for six months rent-free.

Vice Mayor Kerr supported the purchase, noting it was local to the beaches and city hall, and had been appraised for various amounts. He strongly opposed putting a public works building at the Marina, which he described as a jewel to develop.

Commissioner Tagliarini said he would not support it, and he was not thrilled about putting Public Works at the Marina either.

Mayor Brooks initially supported the purchase but changed her position after receiving non-transparent information. She explained that the higher appraisal value of over \$5 million was based on the highest and best use of the land that would require a PD (Planned Development) approval with no guarantee of success. She expressed concern about the price and the six months of rent-free occupancy for the church.

City Attorney Trask noted that the contract had already been signed with a 60-day due diligence period ending soon, and the Commission would need to notify the seller by letter if they wished to back out. He recommended that the Commission direct the City Manager to send a letter to the seller to end the contract.

Commissioner Tagliarini motioned to direct the City Manager to write a letter to the property owner to end the contract. Commissioner Ghovae seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

13. NEW BUSINESS

A. Resolution 2025-08 (Plat Approvals)

August 13, 2025, BOC Regular Meeting Minutes

Page 18 of 24

City Attorney Tom Trask read Resolution 2025-08 by title only:

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.

Andrew Morris, Long Range Planner, explained that Senate Bill 784, effective July 1, 2025, amended Florida Statutes to require municipalities to designate by ordinance or resolution an administrative authority for plat submissions. The proposed resolution formalizes this designation and brings the City into compliance with state law. Staff recommended approval of Resolution 2025-08.

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

Commissioner Ghovae asked if a surveyor would review plats. The City Attorney said it was something they legally had to do and confirmed that an independent review would still be required, but final approval would be administrative rather than requiring Commission action. He recommended that the Community Development department be in charge of that.

Commissioner Tagliarini motioned to adopt Resolution 2025-08 (Plat Approvals). 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. 2026 FL Legislative Session – Discuss/Review Priorities

The City Manager said they are working to finalize the budget for next year. They have a capital improvement project and need to look for funding and appropriations for the FY 2026 budget. He asked the Commission to suggest additional funding priorities or legislative interests to have their August 13, 2025, BOC Regular Meeting Minutes

Page 19 of 24

delegation support. They've looked for appropriations mainly, but certainly legislation is important. There has been considerable media coverage and attempts by the legislature to alter some revenues that cities have historically depended on, as well as home rule and the ability to raise revenue to regulate certain things. Cities and counties need to continue to preserve that. They are also looking for continued assistance for our mitigation and resiliency, including specific actions and projects to further protect the City, particularly from storms, flooding, etc. They received from Representative Chaney's office a schedule of filing for the legislative session, which is in the packet. He will try scheduling our lobbyist, Schumaker, to be at the August 27th workshop to provide additional information. He would like the Commission to review, discuss, and determine which items to submit for the 2026 Legislative Session. He had asked the department heads what they would like to add. The City's capital improvement projects focus heavily on road and drainage projects over the next couple of years. They received funding for tidal control valves, which they plan to use over the next year or two. Fortunately, the generator at City Hall and the fire department are still working, but they do not have a generator at the recreation center, and they could use some assistance in the future for undergrounding utilities, seawall replacements, and other things to help mitigate any future flooding and those types of issues they are facing.

Vice Mayor Kerr mentioned underground utilities as a priority. An even bigger issue was the increase in property insurance costs due to FEMA's new risk rating 2.0, which no longer provides discounts for elevated homes. He suggested working through lobbyists to address the issue at the state level.

Commissioner Tagliarini said the undergrounding is something he is interested in.

Mayor Brooks expressed interest in understanding if funds for undergrounding for private would be attainable. In the neighborhoods that is residential undergrounding. She is hoping that Shumaker can come, and they can ask him those types of questions. Representative Linda Chaney's Office sent an email to her and Robin, telling them it would be open for them to start submitting this week what they want. Linda has until November to finish and can begin filing on August 18. They have not done a good job of being mindfully respectful to her. They need to decide what they want to ask for sooner rather than later. She had hoped to see a list from the staff tonight, specific to what they want. It would be specific things they want to advocate for to get the money for. They want to have those conversations and push for that. She wanted to ask Robin what was given to Representative Luna because she reached out, and she did not really understand what they had asked her to get for them. Robin sent her the list. It was put in the portal, but she does not know what went in there. The Board needs a voice in what we are asking for the City. It is important for the staff to come and let the Board know why they want them to fight for the money. It should be a priority. The budget explodes in part because they have these projects, and what does it cost for the day-to-day operations of the City? Show that amount without the grants and other funding included. It is very important that they get it right and make the right choices, because the money will be used for years of projects.

The City Manager said it is on the next workshop.

Mayor Brooks said they needed to start the discussion with the Board so everyone could start thinking about it. They will never get funding if they do not ask for it. She emphasized the importance of building relationships with state and federal elected officials and the need to prioritize projects that would not happen without external funding.

The City Manager provided an update on the dredging project, explaining that the contractor was working with the Florida Department of Environmental Protection on turbidity monitoring requirements. Once FDEP approves the permit, the Corps will issue its permit, and the bid will go out.

Commissioner Ghovae suggested organizing an annual trip for commissioners to visit Tallahassee, noting the impact of in-person meetings with legislators. It builds relationships.

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

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

Added Items

- 2026 Legislative Session
- Dredging Project Update
- Code Violation Fines Process
- Grants Update
- Purple Heart Designation
- Discuss Property in General

Mayor Brooks opened to public comment.

John Hendricks, 569 Normandy Rd., mentioned a property on high ground with an existing building that was on the market for \$2.1 million, with the owner willing to sell to the city for \$1.8 million. He offered to take the commissioners individually to see the property before the workshop.

15. REPORTS/CORRESPONDENCE

A. Board of Commissioners - 2025 BOC Meetings Schedule

The City Manager reviewed the remaining meeting schedule for 2025, noting that October 1st would replace the regular October 8th meeting, and that November and December would each have only one date, combining workshop and regular meetings on the same day.

B. Board of Commissioners – 2026 BOC Meetings Schedule

Vice Mayor Kerr proposed moving the March meetings up by one week to March 4th and March 18th. The change was agreed upon, with the City Clerk noting the March election would be on the 10th, allowing enough time for certification of results.

C. Board of Commissioners – Reports/Correspondence

Mayor Brooks expressed concerns about the City Manager's performance. Her impression of him was initially very positive, but it has become very different. He does not lead his team and will not acknowledge the need for leadership. She had lost confidence in his ability to fulfill his role. She cited issues with the dredging project, the jetty, lack of updates, inaccurate information provided to the Commission, and failure to prioritize critical City needs, including post-hurricane recovery efforts, and not adhering to the City's purchasing policy. She requested scheduling a special meeting to discuss the matter further and potentially search for a new city manager. She would welcome the City Manager to apply for the position, but feels it is their responsibility to ensure that they have leadership in the City and the leadership the City deserves.

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

Commissioner Tagliarini urged thoughtful consideration and for them to give the staff and the City Manager an opportunity to respond. The Commission agreed to schedule a workshop on Thursday, August 21st, at 2:00 p.m. to discuss the matter.

D. City Attorney

The City Attorney had nothing to report.

E. City Clerk – Board of Commissioners Meetings Report – January 1, 2025 – July 31, 2025

The City Clerk said the report is completed through July 31st.

F. City Manager's Report – July 2025

The City Manager presented his July report, covering hurricane preparedness reminders, sea turtle nesting awareness, the Citizens Academy scheduled to begin October 1st, permitting updates (over 2,800 permits issued), the Master Plan nearing completion, budget updates, and revenue information. He noted July was the largest grossing month for parking revenue, though they expected to end the year with over \$3 million in collections, less than the previous year's \$3.8 million.

Commissioner McGeehan asked about the status of the county park on Gulf Boulevard, and the City Manager explained it would be several more months before complete repairs were finished.

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

16. RESPOND TO PUBLIC COMMENTS/QUESTIONS

Commissioner Tagliarini responded to earlier public comments about people staying at City Hall after the hurricane, calling the remarks gibberish. He described the hurricane as a 150-year event and praised the City Manager for continuing to work despite his own home being destroyed. He emphasized that the City Manager sacrificed time with his family to work for weeks without charging overtime. The comment was out of line.

Mayor Brooks addressed comments about the budget and said she had repeatedly requested a clearer breakdown separating day-to-day operating costs from project expenses. If they had opted for the roll-back rate, taxes would have gone up because of the hurricane and things that happened with the property tax. She noted that while the City has less than 100 employees and only 4,000 residents, it serves over 3.5 million visitors annually. Staff are serving more than just the residents. Regarding millage rates, she explained they had not been raised in a long time, and reserves were necessary for long-term projects if grant funding was not received.

The Mayor said it was a shame that somebody made an issue out of the City Manager staying at City Hall. It was not fair.

Vice Mayor Kerr expressed frustration about the actual state of the operating budget and revenues and hoped Mr. Laflin would respond with better information for the next budget meeting. There should be a better way to present it.

Vice Mayor Kerr also took personal offense to comments about the City Manager staying at City Hall, and said that if he were awake, he was working for the City. He gave accolades to his response over the weeks and months following the storm.

Commissioner Ghovae added that he had visited City Hall around 11:00 p.m. during the hurricane and found the City Manager working, calling his commitment commendable.

17. ADJOURNMENT

Mayor Brooks adjourned the meeting at 9:25 p.m.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

DRAFT



MINUTES

BOARD OF COMMISSIONERS
WORKSHOP MEETING
DISCUSSION ON CITY MANAGER
AUGUST 21, 2025
2:00 P.M.

The City of Madeira Beach Board of Commissioners held a workshop meeting at 2:00 p.m. on August 21, 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 2:00 p.m.

2. ROLL CALL

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

3. PUBLIC COMMENT

There were no public comments.

4. DISCUSSION ON CITY MANAGER

A. City Manager Discussion

Mayor Brooks said she requested the workshop so the Commission and the public can discuss the City Manager's performance. As elected officials, it is their responsibility to ensure that the City has strong, effective leadership to serve the residents, businesses and staff best. Unfortunately,

under the current leadership of City Manager Robin Gomez, the City is not receiving the direction it needs. The purpose of the meeting was to outline key issues with the current City Manager's performance and support the need to begin a search for new leadership.

Mayor Brooks listed a few of the items that she spoke about at the last meeting.

- Lack of leadership and accountability. The City Manager has consistently failed to provide the leadership necessary to guide his staff. Departments have lacked clear direction, accountability, and timely follow-through, which resulted in inefficiencies and frustration.
 - The City Manager reported incorrect information on the dredging project permit process, and he did not provide timely updates.
 - The jetty was removed without Commission approval.
- Not adhering to the City's purchasing policy.
 - The piling project was approved at over \$30,000 by the City Manager. He failed to hold a public meeting for the pilings specifically requested by a Commissioner.
 - The Integris contract for \$60,000 was signed on September 16, 2024, without Commission approval, and a budget amendment was brought forward on May 28, 2025.
 - The City missed a funding opportunity by not applying for LMS grant monies, which cost the City millions of dollars.
- Poor communication and responsiveness. Communication has been delayed, incomplete, or dismissive. It erodes public trust and weakens their ability to govern effectively.
 - Lack of updates when requested by the Commission on key projects and issues, including the jetty, dredging, the Snack Shack, Tom & Kitty Stuart Park, and post-storm repairs within the City.
 - Inaccurate information provided to the Commission, including the jetty. He misstated the permit status, process timelines, and agency steps about the dredging project.
 - The way he speaks to residents and business owners showing favoritism to some and dismissive to others. It is unprofessional and not the standard of leadership or representation that she wants for the City.
- Lack of preparation and staff support. A successful City Manager fosters teamwork, preparation, and morale.
 - They have seen disengagement, low motivation, and a lack of initiative among staff.
 - He came unprepared to Commission meetings. When the Commission requested staff appropriation needs, he came to the meeting without the information.
 - He did not provide a bullet-point account of the Code Enforcement processes.
 - He did not provide timely, accurate updates to Commissioners.
 - He dismissed post-hurricane recovery needs as not a priority.

Mayor Brooks said she previously discussed these issues with Mr. Gomez in one-on-one meetings before bringing them to the Commission. Her confidence in the City Manager's ability to lead has diminished both among Commissioners and within the Community. Without confidence in their Chief Administrator, the City cannot move forward effectively. She believed it was in the best interest of the residents, staff, and future progress to begin to search for a new City Manager who can bring leadership, accountability, and vision to Maderia Beach.

Mayor Brooks opened to public comment.

Belinda Gonzer, resident of Madeira Beach Yacht Club, described two negative interactions with Mr. Gomez, including one where he suggested her property might be purchased by a developer and demolished, and another where he questioned whether she lived at her property full-time before the storm.

John Hendricks, 569 Normandy Rd, said he was involved in the hiring of the City Manager and considered him a close personal friend, but something changed several years ago. Many things that the Commission put through when he was on the Board have not been completed. There was no follow-up on them. The City continues to throw good money after bad. He said he and Linda Chaney worked hard getting the funding from the State for the dredging project, and the ball has been dropped. The jetty was easily repairable, but the City Manager took it upon himself to destroy it. He said the budget was \$25 million two years ago, and the proposed budget for this year is \$46 million. The City of Seminole, which is five times larger than Madeira Beach, is \$28 million. It is obscene for a town this small. He said the City Manager is not the same man he used to know.

Robin Stack, 728 Sunset Cove, said that he had informed Mr. Gomez about Florida's no-gouging law after the hurricane, but the City had still used inflated prices for damage estimates, causing difficulties for residents trying to rebuild.

Charles Lunsford, an 85-year-old resident, questioned why the Commission had extended Mr. Gomez's contract five months ago if there were such significant issues with his performance. He suggested forming an executive committee to oversee the City Manager rather than replacing him.

Captain Dylan Hubbard of Hubbard's Marina detailed issues with the dredging project, stating that Mr. Gomez had repeatedly claimed they were waiting for Army Corps of Engineers approval, but a news investigation revealed no permit application had been submitted. He described how, after this was discovered, Mr. Gomez ceased communicating with him. Captain Hubbard also expressed frustration about the jetty removal, the swim buoy debacle, changes to the Seafood Festival, and the elimination of Final Friday events without consulting affected businesses. Many businesses in John's Pass Village are frustrated that the parking garage has not been built. He said someone needs to be accountable for the \$20,000 in upgrades to the truck that was recently purchased.

Jim Rostek, protected address, cited concerns about retribution from Mr. Gomez, stating that many residents were afraid to speak publicly. He said the FY 2026 budget is out of control. He criticized the handling of permits after the storms, the lack of accountability for lost equipment during the hurricane, failure to follow purchasing policies, and alleged favoritism in hiring practices within the Fire Department. He urged the Commission to remove the City Manager.

Alex Condacore from Starlight Cruises described issues with sand accumulation at John's Pass affecting their business and claimed Mr. Gomez had been unhelpful when approached for assistance after the hurricane.

John Connolly, Normandy Rd., questioned why Tom and Kitty Stewart Park remained closed, noting it was a source of revenue for the City that should have been prioritized for reopening after the hurricane.

Edward Smith, E.F. Smith & Associates, inquired whether the newly built elevated homes on small lots could have their steps and balconies extended, similar to those being elevated.

After public comments concluded, Vice Mayor Kerr stated that while there were concerns, he wanted to give Mr. Gomez an opportunity to address them before making any decisions. He noted the challenges of the past ten months following Hurricane Helene and felt the City had made significant progress in recovery. While acknowledging mistakes had been made, he questioned whether they warranted dismissal.

Commissioner Tagliarini requested that Mr. Gomez be given a chance to respond to the issues raised. He reminded everyone that all Commissioners also live in the city and had experienced hurricane damage themselves. He shared that he had spoken with department supervisors and employees, with the vast majority expressing support for Mr. Gomez as a manager. Commissioner Tagliarini suggested implementing an action plan with specific monitoring requirements rather than immediately replacing him.

Commissioner McGeehan emphasized the importance of the chain of command, with residents at the top, followed by the Board of Commissioners, the City Manager, and department heads. He stated that the residents' opinions should be prioritized.

Commissioner Ghovae stated that he had heard only negative feedback about the City Manager and believed they should move forward with a replacement.

Mayor Brooks said this was about the City and was not personal. She addressed some additional concerns, including the handling of the pilings and the jetty removal. She stated that she had repeatedly asked Mr. Gomez to hold public meetings on these issues, but he had refused. She expressed concerns about his management style, specifically the lack of discipline and oversight of departments. She gave an example of the Recreation Center after Milton and said it should have been dried out. She repeatedly requested pictures of the interior to show the mold and never received them. She was in support of looking for a new City Manager based on a pattern and management style. A city manager needs to pay attention to what is going on in the departments, mentoring the people working for them, and being present in the day-to-day activities of the City. She said the City Manager had the opportunity to do better, and he chose not to.

City Attorney Trask outlined the process for removing the City Manager according to Section 5.4 of the City Charter, which would require a resolution with specific reasons for removal, followed by either the City Manager's resignation or a public hearing. Mr. Gomez has an employment agreement that was extended until December 31, 2028, and it provides a process for determining his severance pay.

Mr. Gomez then suggested moving forward with a separation agreement rather than going through the full removal process. He proposed providing the agreement to the City Attorney, who would

then discuss it with each Commissioner before placing it on the agenda for the next regular meeting on September 10th.

All Commissioners agreed to proceed with the separation agreement approach. The City Attorney noted that once the separation was finalized, they would need to appoint an acting City Manager within 48 hours of his resignation and then begin the recruitment process for a permanent replacement.

5. ADJOURNMENT

Mayor Brooks adjourned the meeting at 3:09 p.m.

ATTEST:

Anne-Marie Brooks, Mayor

Clara VanBlargan, MMC, MSM, City Clerk



MINUTES
BOARD OF COMMISSIONERS
BUDGET WORKSHOP MEETING
AUGUST 27, 2025
4:00 P.M.

The City of Madeira Beach Board of Commissioners held a budget workshop meeting at 4:00 p.m. on August 27, 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 comments.

4. DISCUSSION ITEMS

A. FY 2026 Budget Workshop #6 Deliverable – August 2025

Finance Director Andrew Laflin said he addressed feedback received from previous meetings regarding the need for better data on operating trends and the separation of one-time capital expenditures from recurring operational costs, to see the budget citywide at a total level from an operating perspective in the budget document presented. He wants the public to have a good understanding of that. He organized his presentation into several sections: an analysis of the cost

of operations using multi-year trend data, a listing of team members, and updated budget schedules for both operating and capital budgets.

I. Analysis of Cost of Operations with Multi-Year Trend

- Budget Trend – FY 2023 – 2026
- FY 2026 Operating Budget – Government Funds (Excludes Capital Outlay & Non-Recurring & Expenses)
 - Government Funds – FY 2026 Operating Budget
 - Enterprise Funds – FY 2026 Operating Budget
 - Multi-Year Revenue Trend – Government Funds
 - Multi-Year Expenditure Trend – Government Funds
 - Archibald Fund – Multi-Year Operating Trend
 - Building Fund – Multi-Year Operating Trend
 - Debt Service Fund - Multi-Year Operating Trend
 - Gas Tax Fund - Multi-Year Operating Trend
 - General Fund - Multi-Year Operating Trend
 - Impact Fee Fund - Multi-Year Operating Trend
 - Local Option Sales Tax Fund - Multi-Year Operating Trend
 - Multi-Year Revenue Trend – Enterprise Funds
 - Multi-Year Expenditure Trend – Enterprise Funds
 - Marina Fund - Multi-Year Operating Trend
 - Parking Fund - Multi-Year Operating Trend
 - Sanitation Fund - Multi-Year Operating Trend
 - Stormwater Fund - Multi-Year Operating Trend

Mr. Laflin presented a high-level budget trend analysis for the past four years, which shows the total expense trend over this period. The total budget had fluctuated from \$37 million in FY 2023, \$46 million in FY 2024, \$42 million in FY 2025 to \$47 million in FY 2026. After removing capital outlay and interfund transfers, the operating budget shows a more modest increase from \$19.6 million in FY 2023, \$20.2 million in FY 2024, \$20.8 million in FY 2025 to \$29.5 million in FY 2026 when adjusting for non-recurring expenses. There were five non-recurring expenses identified: fire station repairs at \$1.2 million, fire station build-out at \$4.4 million, John's Pass dredging costs at \$1.3 million, replacement of sidewalk on the Jetty at \$230,000, and repairs to Snack Shack at \$435,000. The total operating budget, less major non-recurring operating expenditures, is \$21.8 million. There is no significant difference in the true operating budgets over the last four years, from FY 2023 to FY 2026.

Vice Mayor Kerr commented that the operating budget had only increased by approximately 11% over the three-year period from FY 2023 to FY 2026, which was surprisingly low considering the employee raises during that time. That was brought into compliance based on the salary study they did. Property value increases had likely covered those operating costs without raising millage rates.

Mayor Brooks opened to public comments.

Doug Andrews, a resident of Treasure Island, commended Mr. Laflin for the comprehensive presentation but expressed concern about the overall trends. Revenues appeared to be flat, while personnel services expenses were increasing significantly. From FY 2021 to FY 2026, personnel costs had risen from approximately \$3.5 million to \$6.7 million, which is a "massive increase." The expenditures for that same time frame increased from \$3.9 million to \$6.6 million. That is not just inflation. Before the budget is approved at the end of September, they need answers for it, and possibly do budget cuts. The census shows that the City has gotten smaller. Did they grow to the extent that it needs a 92% increase? They need to keep an eye on it because the trends cannot continue at their current pace to remain fiscally sound.

John Hendricks, 569 Normandy Road, expressed concern about capital improvements regarding the recreation concession stand. For the concession stand, they budgeted \$100,000 for FY 2023, \$50,000 for FY 2024, and an unspecified amount for FY 2025. In FY 2026, the proposed amount is \$500,000. The direction they are going, it looks like they will have a million-dollar concession stand. How did they get to a million dollars on the concession stand?

Mayor Brooks said the concession stand will be addressed later in the budget. Questions about it can be asked at that time.

Mr. Laflin proceeded to show departmental trends and fund-by-fund breakdowns. He highlighted that the general fund showed a \$2.9 million deficit but explained that profitable enterprise operations offset it. He would love to see the stormwater fund become fully self-sufficient. They look to discuss stormwater fees and rates in a future workshop to determine what needs to be done in that area. There is a total profit of \$3.6 million on enterprise funds compared to \$2.9 million. Overall, from an operating perspective, the City's budget revenues do exceed budget expenditures. Total citywide, comparing the governmental and proprietary.

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

Vice Mayor Kerr said the enterprise fund is heavily funded by tourism. Mr. Laflin said parking and the marina are definitely affected by tourism. He can provide the Board with a separate deliverable to show tourist development taxes collected by the Pinellas County Tax Collector. It displays a breakdown by municipality, allowing users to view trending information and the flow of tourist development taxes. The more tourists that come in, the higher tourist development taxes, which directly correlate to higher parking revenue.

Vice Mayor Kerr said much of the increase was attributable to the fire department, particularly with the addition of service to the Redingtons, but noted the increase was offset by additional revenue. He emphasized that when looking "under the hood" of the budget, the city staff hadn't grown significantly apart from fire and police contracts. They are probably the biggest. But including the service to the Redingtons it is skewing the numbers tremendously.

Mayor Brooks said that, based on conversations, the fire department is skewing because they will gain a number of employees. They have increased their fire staff over the last few years. They will increase again for the Redingtons. They added a medical truck and staff to operate it. Someone would have to dig into the full budget to understand, as it includes many other items.

Vice Mayor Kerr said that, looking at the other side of the ledger, they are bringing in revenue to offset it. As far as the residents are concerned, their expenses are basically inflationary. The Mayor said that once the Redingtons are open, revenue will come into the City to operate the station, which will increase the City's revenues to offset the cost.

Mr. Laflin presented detailed personnel information showing a department-by-department breakdown of staffing levels and costs. For example, the fire department had grown from 15 to nearly 22 FTEs, largely due to expansion of operations into the Redingtons. They are hiring up for that. The City Manager's office showed an increase from 4 to 5 positions, reflecting the addition of a public information officer position. Based on the Board's feedback, they included that position. There will be an increase in cost because salaries and wages have increased. Over time, the departments will also cause the actual cost to rise. They need to easily show where they are, which is the whole point of page 5, on operations over the years. They can look at the capital outlays from there, but the entire fire has made a public display that they have lost control of the budget, which he does not think is the case. He is just trying to get that story out.

Vice Mayor Kerr commended Mr. Andrews for attending the budget meeting. It is not common for someone to come to the budget meetings. There is a story circulating in the community that the budget is out of control, so they need to provide the details in a clear and concise manner, rather than in a detailed graph, because no one would understand it.

Fire Chief Clint Belk explained that the \$4.4 million from the county for the Redingtons "comes in, it goes out, and it washes right out." After accounting for the pass-through funds, the department's budget was \$1.6 million, "the lowest budget out of all 18 fire departments in Pinellas County." From the surface, it does look skewed, but they are being very good stewards of the residents' tax dollars. The Vice Mayor said that is the story he wants to be heard.

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

II. Team Member Listing – FY 2026 Budget

- Robin Gomez, City Manager (City Manager, Human Resources, Information Technology – 5 team members – 4 positions)
- Clara VanBlargan, City Clerk (City Clerk, Board of Commissioners – 3 team members – 2 positions)
- Marci Forbes, Community Development Director (Community Development, Building Services – 15 team members – 14 positions)
- Clint Belk, Fire Chief (Fire & EMS – 25 team members – 24 positions)
- Jay Hatch, Recreation Director (Recreation, Archibald – 18 team members – 16 positions)
- Brian Crabtree, Marina Manager (6 team members – 5 positions)
- Jamal Yahia, Parking Supervisor (Parking Management – 5 team members – 4 positions)
- Megan Wepfer, Public Works Director (Public Works Administration, Archibald, Sanitation, Stormwater – 20 team members – 17 positions)

Mr. Laflin reviewed the “Team Member Listing - FY 2026 Budget” on pages 18 & 19. He said it was the roster of employees, which shows position titles, the first and last name, and whether positions have been filled or not filled as of a couple of weeks ago, when the document was prepared. It also shows the number of hours budgeted for each position: 2080 hours, indicating full-time; 1040 hours, indicating part-time; and 520 hours, indicating seasonal.

Mayor Brooks opened to public comment.

Doug Andrews, Treasure Island, emphasized that the fire department accounted for only \$2 million of the \$4.8 million total increase in personnel costs since FY 2021, with significant increases also evident in the city manager's office and the community development department. From FY 2021 to FY 2026, the city manager's department went from \$239,000 to \$601,000, the community development department went from \$314,000 to \$566,000, and the fire department went from \$1.5 million to \$2 million. The bottom numbers indicate a range of \$5.1 million to \$9.9 million, which is \$4.8 million. The fire department takes \$2 million of that amount. Therefore, there has been a \$2.8 million increase in the budget since FY 2021, and it is not solely due to the fire department. He did not cause the public outrage. He never said that the budget was \$45 million or \$48 million; what he is saying is that the trends must be looked at carefully because if trends are not stopped, they continue. For the record, he never once brought up the fire department. He is well aware of what they are doing, and it is just \$2 million out of \$4.8 million that they are discussing as the increase. It is not just the hurricanes; the other numbers show exactly everything. The number of staff has also grown from FY 2021 to FY 2026. The City is growing faster than its revenues.

III. FY 2026 Operating & Capital Budget Schedules

- Summary of Revenues by Fund
- Summary of Expenditures by Fund
- Budget Summary by Character – City of Madeira Beach – Fiscal Year 2025-2026
- Operating and Capital Analysis by Fund – City of Madeira Beach – Fiscal Year 2024-2025
- General Fund Revenue & Other Inflows Summary
 - Revenues & Other Inflows by Character
 - General Fund Revenues & Inflows
- General Fund Revenue by Account
 - General Fund
- General Fund Expenditure Summary
 - Expenditure & Outflows by Character
 - General Fund Expenditures & Outflows by Character
 - Expenditures & Outflows by Department
 - General Fund Expenditures & 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
- Total Funded Positions
- Historical Capital Outlay
 - Total Capital Expenditures – 10 Year Trend
- Capital Improvement Plan – FY 2026
- Capital Improvement Plan – Multi-Year

Mr. Laflin reviewed the FY 2026 operating and capital budget schedules. The differential is what they will need to draw from reserves to fund the shortfall in departments. The table on page 25 shows the total sources, which include all revenues and other inflows, plus what they might need to pull from reserves versus uses, personnel, operating capital outlay, debt service, transfers out, and then if there is an excess, they will use it to increase reserves for the future. On page 26, it shows the total expenditures less capital outlay, followed by other sources and uses. On page 77, the historical capital outlay is shown. They fluctuated wildly in their capital outlay expenditures. They sometimes budgeted quite a bit, but the actual expenses turned out to be significantly less. In FY 2017, they expended \$5.5 million, and in FY 2023, they expended almost \$900,000. The trend has not been consistent on capital outlay.

Mr. Laflin reviewed the capital improvement plan for next year on page 78. It summarized the project name and the associated funding. On page 79 is a multi-year capital improvement plan that shows the same type of information and what it looks like over a five-year time horizon, from the FY 2026 budget to the FY 2030 budget.

Mr. Laflin said that he had concluded his presentation. If there was anything the Board would like to adjust, he could prepare that for the first public hearing in September. Otherwise, he could include the information in the final budget book. Then, upon adoption in September following two separate public hearings for first reading and second reading, it will be posted to the City's website.

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

Commissioner McGeehen thanked Mr. Laflin for the great job on the budget documents. It was very thorough.

Commissioner Ghovae said it was a very comprehensive report.

Mayor Brooks inquired about specific items in the capital improvement plan for FY 2026. The items on the list are not on the multi-year plan. Mr. Laflin said on page 78 shows the total for FY 2026, which is \$13,740,000. On page 79 is the multi-year plan. It includes FY 2026 plus future years. That total on page 82, in the FY 2026 column, is \$13,740,000.

Mayor Brooks asked about the concession stand. They haven't received anything to approve, such as designs. It is just a placeholder for money.

Recreation Director Jay Hatch said it was budgeted for the previous two years for design. They had no agreement. The biggest challenge is that, once the project is hopefully built, a significant portion will be funded by grants. That is, at least, the attempt with Visit St. Pete-Clearwater and other funding sources. The funding window was not open until last year and remained open for only a month. They missed the opportunity but had discussions about the future. From a planning perspective, they have \$100,000 budget for design in the current fiscal year, with approximately \$53,025 committed for design services with Colliers, of which \$14,430 has been spent to date on design. That covers two of the three design aspects of the initial project. They have a community meeting about it next week. That will be the last continued conversation before it comes to the Board for discussion and to determine the next steps.

Mayor Brooks said she saw on Facebook yesterday that the recreation department had posted a public meeting for next week, and she asked Robin about it. She asked Director Hatch if he had designs to present at the meeting, and if he would be presenting them to the Commission or showing what they would be presenting. Director Hatch said they had designs they would be presenting at the meeting. The purpose is to have individual meetings with the Commission. He had a few conversations and might have shown some the first design and some the second design. He would not be making any suggestions to Colliers without speaking to the public and consulting with each of the Commissioners on the feedback from the public, ensuring they are all on the same page.

Mayor Brooks asked Director Hatch if he planned on showing the public what they have and what they are thinking. She plans to attend the meeting. Director Hatch said the design reflects his vision, and he has received some feedback from people. Colliers also have their design showing their vision. They will only present to the public the general floor plan of the layout, ensuring that what is presented from a beginning standpoint is sufficient for public use. He will provide feedback to the Commission, explaining why every aspect is necessary and what its purpose is moving forward.

Mayor Brooks asked if they made a multi-net for the tennis court that folds and can be used for tennis and pickleball. Director Hatch said they have net adjusters, and both groups hate it.

Mayor Brooks raised concerns about previous projects that had been budgeted but not completed, such as a dog park and boat docks. She suggested revisiting the projects to understand why they hadn't moved forward and potentially fund them through grants or donations rather than tax dollars. She supports having a nice dog park that would be used by all communities around the beach. The grants are out there. They are contracting now with a grant writer. Let's collectively put in some effort to the business or community people who would want to support it. There could be valid reasons for not moving forward, but if they were in their budget at some point, why did they remove them? The community may have been in support of it, or it would never have reached the point of getting drawings and having that whole conversation. It is not fair for them to do the work under a commission, and they make it go away. It is in the budget and is being looked at. They could go back and review other projects that they have already invested a lot of effort in and see how those projects could come to fruition for the city. Or maybe they shouldn't, and they could go on record as to why they are not doing it, instead choosing something else. That is not saying she is against the basketball court

Vice Mayor Kerr said that, as far as the dog park is concerned, he loves their library, but it is funded through and used by our neighboring cities. If they are allocating property for a dog park, it should be shared by our neighboring cities to use. They could talk about it at a workshop. If residents are going to pay for docks, what benefit would the docks serve them?

Vice Mayor Kerr said regarding the basketball court, he would suggest that, prior to coming to a final design that would be presented to the public, please speak with Brian at Visit St. Pete-Clearwater. Brian had asked that they talk to them prior to doing anything to bring in tourism. If they are going to allocate tourism dollars and give grants to substantially benefit the building of such a facility, he would want to be included in the conversation. Director Hatch said Visit St. Pete-Clearwater is a tenant that utilizes the fields. For at least 10 years, prior to Brian joining Visit St. Pete-Clearwater, they have been told by them that we need more bathrooms.

ADJOURNMENT

Mayor Brooks adjourned the meeting at 5:16 p.m.

ATTEST:

Anne-Marie Brooks, Mayor

Clara VanBlargan, MMC, MSM, City Clerk



MINUTES

BOARD OF COMMISSIONERS
REGULAR WORKSHOP MEETING
AUGUST 27, 2025
6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 6:00 p.m. on August 27, 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 6:00 p.m.

2. ROLL CALL

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

3. PUBLIC COMMENT

Hannah Nygren, owner of Fruit Float, would like the City to permit regulated commercial operations within the swim zones in Madeira Beach. Right now, the code does not outline specific laws regarding commercial activity in swim zones. She would like to create a pilot program that sets rules and standards. She suggested some regulations. She asked for the Board's consideration.

John Hendricks, 569 Normandy Road, said the Board does not have to accept the City Manager's resignation. He hoped the Board would reconsider terminating him with cause. He has not earned a severance.

4. BOARD OF COMMISSIONERS

A. Presentation – Frontier Communications' Infrastructure – Repair/removal

Mr. David West from Frontier Communications presented information about their infrastructure work in Madeira Beach. He reported that approximately 75% of the island now has fiber optics installed, with about 25% remaining. He explained that where fiber is already installed, they can remove the old copper infrastructure; however, they cannot remove underground copper. They could remove poles and pedestals, many of which were damaged or displaced by hurricanes.

Mr. West noted that 65% of the completed area is underground. He explained that they have ordered new, heavier box lids (approximately 50 pounds) that will not float away during storms, addressing previous issues with the infrastructure.

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

Mr. West emphasized that Frontier would like the opportunity to finish the fiber build-out on the island, which would provide residents with a reliable alternative that works even during power outages (provided there is backup power). A resident on Boca Ciega had fiber in front of her house, but service was never completed due to various issues they encountered.

Public Works Director Megan Wepfer said that previous issues with Frontier had been addressed. However, Frontier currently does not have the necessary permits to complete the project. There had been previous problems with Frontier hitting reclaimed waterlines due to Pinellas County Utilities not being fully aware of what was underground. Vice Mayor Kerr asked if there were any restrictions on the permits that needed to be approved so they could move forward. Director Wepfer said they would need to see what has been submitted.

Vice Mayor Kerr asked about the removal of the wires that run from pole to pole. Mr. West confirmed that while not typically included in their process, it was something they could do. He explained they usually remove infrastructure on an individual basis when requested.

Vice Mayor Kerr expressed concern about the abandoned wires, noting they can get caught on vehicles or hang too low. Mr. West agreed that removing these wires would be a significant part of cleaning up the City and he would take that request back to his management.

Mayor Brooks questioned why old infrastructure would remain after new fiber is installed. Albert Rivas from Frontier explained that sometimes customers utilize the copper until they migrate. It is removed once they migrate. Some customers choose to remain on copper even when fiber is available. Frontier can "force migrate" customers to fiber when needed so they do not have to maintain two networks and then take down the copper.

The Mayor requested that Frontier determine the cost of removing the old hardware and notify the City. Mr. Rivas agreed to provide the information.

Director Wepfer said some of the poles do not get pulled out of the ground because Spectrum, Frontier, and Duke share the poles. Mayor Brooks said the biggest complaint is the hanging wires. Director Wepfer said the residents can report issues to her or Frontier directly.

Jim Everett said they would need to ascertain who is utilizing the service before they remove all the copper.

B. Presentation – Property Insurance, Jim Everette & Jake Holehouse

Jake Holehouse of HH Insurance and Jim Everett of Everett Financial Group gave a detailed presentation on flood insurance issues facing Madeira Beach residents. Mr. Holehouse explained that 100% of homes and businesses in Madeira Beach are in flood zones, making flood insurance critically important to residents.

The presentation focused on the federally regulated NFIP 2.0 (Risk Rating 2.0) program, which has implemented substantial rate increases, particularly for new constructions. Mr. Everett shared his personal experience with Hurricane Helene, showing a photo of his home in Redington Shores, which is now just a vacant lot with a mailbox and dock.

Mr. Everett explained the benefits of elevated homes during hurricanes, noting that most people with elevated homes experienced minimal damage and were able to return to their homes quickly. Those with non-elevated homes typically had their homes rendered unlivable due to 3-4 feet of water damage. He detailed what is covered under flood insurance policies, explaining the maximum coverage limits (\$250,000 for buildings and \$100,000 for contents), as well as issues such as the 50% rule for repairs. Condominium owners typically have an HO6 policy, which covers fire and wind damage to the interior, but the association covers flood insurance. Each association is supposed to have \$250,000 in coverage per unit.

Mr. Holehouse discussed the history of flood insurance rates, explaining how the Biggert-Waters Act of 2012 initially caused dramatic rate increases, followed by the Homeowner Flood Insurance Affordability Act of 2014, which phased in rate increases. He explained that NFIP Risk Rating 2.0, implemented in October 2021, fundamentally changed how rates are calculated by incorporating factors like distance to water, elevation, and total home value.

The presenters provided several examples showing dramatic rate increases, particularly for new construction homes. One example showed a newly built elevated home on St. Pete Beach, with an annual rate of \$11,628, compared to just \$636 under the old system, despite being built 12 feet off the ground and following all flood-mitigation practices.

They explained that the new system perversely disincentivizes elevation, providing examples where property owners would see no rate benefit from elevating their homes, despite the substantial cost involved. In one case, a home elevated 25 feet off the ground would still incur a premium of \$4,079, compared to \$492 under the old system.

Vice Mayor Kerr expressed interest in addressing this issue at the Big C (Barrier Islands Governmental Council) and encouraged all coastal communities to lobby Representatives Luna, Scott, and Moody at the federal level, as this issue affects communities throughout Florida.

Commissioner Ghovae said the presentation was helpful and provided a lot of information.

Mayor Brooks added the following items to the agenda:

1. Recreation item
2. Update from the Big C Meeting

C. Property Discussion in General

Mayor Brooks said she did not know why there was an attachment to the item. Director Wepfer stated that it pertained to the property mentioned at the last meeting.

Mayor Brooks noted that they had been discussing various property options during one-on-one meetings with the City Manager for potential public works or other city needs. She mentioned that they had moved on from considering the church property and that there might be something to vote on at the next meeting.

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

Commissioner Ghovae sought clarification that the City was not purchasing the church property, which Mayor Brooks confirmed, noting that the City Manager had already sent a letter declining that option.

D. Noise Ordinance

Commissioner Tagliarini brought forward concerns about the City's noise ordinance, presenting highlighted sections of the current ordinance for discussion. He noted that the ordinance states noise should not be audible from more than 50 feet away from its source but also contains potentially conflicting language about allowed hours for amplified outdoor sound.

Commissioner Tagliarini suggested the ordinance needs clarification, particularly regarding the allowed hours versus prohibited hours of operation. He proposed rewording it to make the provisions clearer for enforcement, noting that noise complaints are a significant issue closer to the village area.

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

Commissioner Ghovae suggested that noise is typically measured in decibels rather than distance and recommended looking at other cities' ordinances for comparison. Mayor Brooks agreed and said that the 50-foot restriction seemed unreasonable, noting this would prohibit even casual outdoor radio use if neighbors were within that distance.

Recreation Director Jay Hatch explained that the noise ordinance had been discussed numerous times over the past decade. He noted that the ordinance contains special event exceptions when approved by the city manager. Decibel levels would be more appropriate than distance measurements. Sound travels differently depending on weather conditions and other factors. Special area districts should be considered in any revised ordinance.

Mayor Brooks directed Community Development to work with the Sheriff's Department to review the noise ordinances of neighboring municipalities and present recommendations to the Commission.

Community Development Director Marci Forbes said she would get with Kimley-Horn and bring an update back to the Commission.

E. Purple Heart City Designation

Commissioner Ghovae introduced the topic of designating Madeira Beach as a Purple Heart City, noting that the City already has a Court of Honor and 9/11 memorial. He expressed that becoming a Purple Heart City would be an opportunity to be part of something bigger and honor veterans.

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

Mayor Brooks read from the provided reference materials, explaining that to earn this designation, a municipality must have a living or deceased Purple Heart recipient, issue an official proclamation, and recognize National Purple Heart Day. The Commission discussed the need to identify Purple Heart recipients in Madeira Beach. Commissioner McGeehan, a US Army veteran, volunteered to work with local veterans' organizations and the City to locate recipients and assist with the designation process.

F. Code Enforcement Processes

The City Manager introduced a discussion about code enforcement processes, particularly focusing on how deputies address unmaintained properties with issues such as overgrown grass or debris. Deputy Siem explained their process, noting that when they receive a complaint, they first attempt to contact the homeowner and issue a 10-day courtesy warning. If compliance is not achieved, they issue a written notification giving the homeowner an additional 7 days, after which they begin the citation process.

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

Mayor Brooks expressed concerns about the coordination between the sheriff's deputies handling code enforcement and the City's code enforcement. She suggested having deputies drive the entire City once a week specifically looking for code violations rather than waiting for complaints. She understands the process, but thought if it were done consistently, it would show the community that they were working on the issue. She also asked whether penalties for non-compliance could be made stiffer.

City Attorney Trask explained that state law caps code enforcement fines at \$250 per day for initial violations and \$500 per day for repeat violations that occur within a five-year period. The Special Magistrate can fine up to \$5,000 one time for irreparable or irreversible matters. He noted that deputies have two enforcement options: bringing violations to the special magistrate or issuing civil citations that go to county court. He recommended the special magistrate approach as it allows for higher daily fines and more leverage.

Mayor Brooks said residents had commented on the need for a volunteer group to help with cleanups. Attorney Trask strongly advises against city-coordinated volunteer efforts due to concerns about liability. He suggested instead referring homeowners to local churches or organizations that could provide such assistance.

Deputy Siem noted that, in his experience, most residents eventually comply with code enforcement requirements, although it may take time.

Commissioner Ghovae raised concerns about construction debris and properties not maintaining proper erosion controls, noting that sand washing into the bay could violate DEP requirements and damage seagrass. He suggested placing silt screens around the properties to prohibit the sand and debris from migrating into the bay.

John Connolly, Normandy Road, said the Planning Commission never addressed the requirement in the code to put a silt fence around a vacant site that is not reseeded. There are six to eight inches of standing water on the vacant lot on 140th Ave. He asked the Board to address that.

G. 2026 FL Legislative Session

The City Manager introduced the topic of preparing for the 2026 Florida Legislative Session, explaining that they had received information from State Representative Cheney regarding the schedule for filing bills or appropriation requests. He provided examples of past capital project requests and asked for Commission input on priorities to forward to legislative representatives.

Mayor Brooks opened to public comments.

John Hendricks, 569 Normandy Road, suggested adding a public works building or property to the list of potential state funding requests.

Mayor Brooks stated that she had wanted city staff to present their departmental needs and priorities so that the Commission could better understand which projects needed funding and determine which would be appropriate for appropriation requests. She emphasized that not every project would be suitable for state appropriations versus grants.

Commissioner Ghovae suggested that beautification of 150th Avenue be a priority, including the installation of benches, landscaping, and proper ADA compliance. He noted there are issues with the existing sidewalk on the south side of 150th Ave. that need to be addressed. He has envisioned an 8-foot-wide path from Archibald Park to Veterans Memorial Park. It could bring tourism, and

they may be able to get funds from St. Pete/Clearwater or state legislation. The Board agreed to continue the conversation about the sidewalk.

Vice Mayor Kerr suggested adding the flood insurance issue from the earlier presentation, though it was acknowledged that this would need to be addressed at the federal rather than state level. They would need to contact their state legislators and have them take the issue to the federal level.

The Commission agreed that each member would research potential projects and speak with department heads before the next workshop to develop a comprehensive list of legislative priorities. Mayor Brooks noted that the deadline is in November, but advised not waiting until the last minute to communicate with Representative Cheney's office.

5. CITY MANAGER

6. COMMUNITY DEVELOPMENT

A. Discussion of Building Permit Fees Waiver

Marci Forbes from Community Development reminded the Commission that permit fee waivers implemented after Hurricane Helene are set to expire on September 26, 2025. She explained that after the storm, the City had suspended permit fees, and when they eventually resume, the rate will be 1% of project cost, reduced from the previous 2%. She noted that impact fees and site plan review fees have continued to be charged.

Cristina Pascuzzi, 14072 West Parsley Drive, thanked the City for waiving the permitting fees the past year and requested an extension of the fee waiver. She explained that many residents were unable to complete rebuilding within the one-year window due to contractor shortages, engineering bottlenecks, and delays in SBA loans. She argued that residents who were required to demolish their homes under the 50% rule should not be required to pay full permitting fees to rebuild. It is about compliance with code and FEMA requirements, not elective renovations.

Commissioner Tagliarini expressed support for extending the waiver, noting it can take a significant amount of time to secure funding and complete the rebuilding process. Commissioner Ghovae agreed. Vice Mayor Kerr shared his personal experience navigating the SBA process, which took him approximately six months, despite already having an architect chosen before the storm. Part of him says they need to extend the waiver, and another part of him says they need to increase the Building Fund. He wants to be as fair as possible.

The Commission discussed the financial impact of extending the waiver. Director Forbes said it would not be about an opportunity for the City to profit, but rather for staff overhead and outsourced services. Mr. Laflin noted that the City had incurred an operating loss of approximately \$780,000, thereby depleting the building fund balance to around \$250,000. He explained that continuing to waive fees would require subsidizing the building department through general fund transfers.

Mayor Brooks suggested a compromise where homeowners could file a letter of intent by September 26, stating their intention to rebuild or lift their house, and those individuals would continue to receive the fee waiver for an additional period. This would allow those genuinely in the rebuilding process to benefit while resuming fee collection from others.

Director Forbes agreed to develop a form and process for the letter of intent approach, working with the City Attorney and staff to determine the specific requirements and timeframe for the extension.

B. Terrain Modification Update – Advanced Engineering

Director Forbes provided an update on the City's work with Advanced Engineering regarding terrain modification. She explained that Advanced Engineering, which had completed the City's watershed management plan, was being utilized to evaluate homeowners' requests to elevate their finished floor higher than usually allowed.

She reported that they had reviewed two full scenarios, with both homeowners wanting to proceed with elevating their properties. The process involves incorporating stem walls, robust grading plans, and step-downs to seawalls, utilizing a more engineered approach. She noted that some homeowners who initially wanted to go higher reconsidered once they realized the implications for their existing pools and space.

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

Commissioner Ghovae inquired about the requirements for garage floor elevation. Director Forbes said they have not yet set any standards for those evaluations.

C. Referencing Current Codes & Removing Outdated Publications

Director Forbes explained that certain portions of the city codes reference specific years of governing publications, requiring code enforcement to be trained on outdated editions. She proposed striking references to specific dates and instead referencing the most current edition of each publication to ensure the City uses the most up-to-date standards.

The Commission agreed this was a straightforward update that should move forward.

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

7. FINANCE

A. Auditor Selection Process – FY 2025-2029 Financial Statement Audits

Mr. Laflin discussed the auditor selection process for fiscal years 2025-2029. He explained that the current auditor, James Moore and Company, had completed its fifth and final year under contract. The City had issued an RFP and received responses from four firms.

Mr. Laflin provided the evaluation criteria for scoring the proposals. Staff would calculate 40 points for firm qualifications and experience, 20 points for management and staff experience, 20 points for methodology, and 20 points for pricing. He requested that commissioners, acting as the Auditor Selection Committee, individually review and score the proposals, focusing on the qualitative aspects that possibly total 80 points.

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

Commissioner Tagliarini asked if they should be ranking them objectively. Mr. Laflin said yes.

City Attorney Trask advised that Commissioners should rank the proposals independently, without discussing them among themselves, and then bring their scores to the next regular meeting for tabulation.

The Commission agreed to email their individual scores to Mr. Laflin by September 3rd for inclusion in the next meeting packet, with the understanding that they should not copy each other on these communications to avoid potential Sunshine Law violations.

8. PUBLIC WORKS

A. FDOT Debris Staging Area Agreement for Archibald and Johns Pass Park

Director Wepfer presented an agreement with FDOT for the use of Johns Pass Park and Archibald Park as disaster debris staging areas. She explained that the agreement, drafted by the City Attorney's office and approved by FDOT, includes provisions making FDOT responsible for any damage to the properties.

The Commission had no questions or concerns about the agreement.

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

B. Stormwater Station Generator Replacement located at 14101 N Bayshore Dr.

Director Wepfer explained that the City needed to replace a generator at the stormwater station at 14101 North Bayshore Drive. She noted that a new generator had been installed right before Hurricane Helene, but it was damaged. The replacement would be fully reimbursed through insurance and would be purchased off the Sourcewell contract.

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

Commissioner Ghovae asked if the generator would be placed above the FEMA elevation. Director Wepfer explained that, although the stormwater station is elevated, they are required to replace what is currently there before pursuing further mitigation to elevate the station.

C. Diocese of Southwest Florida, Inc. Parking Lot License Agreement

Director Wepfer presented a one-year license agreement with St. Anne's Church at Duhme Road for vehicle storage during evacuations. She explained this would allow the City to move equipment off the island during emergencies. The only cost associated with the agreement would be if the City needed to remove tree debris at the church property following an evacuation.

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

D. Bay Point Causeway and Drive Milling and Resurfacing proposal discussion

Director Wepfer discussed the failing condition of Bay Point Drive, explaining that while the City plans to elevate the road in the future, the design, permitting, and review process would take 3-5 years. She proposed a mill and resurfacing project as an interim solution, presenting a cost of \$211,918 to cover the causeway and all of Bay Point. She asked how the Board would like to proceed.

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

Vice Mayor Kerr inquired whether any grant money was available to move the road elevation project forward. Director Wepfer explained that design and permitting would take at least a year to a year and a half, with the entire process potentially taking around three and a half years. She noted that even with grant funding for construction, the design and permitting process would still require a significant amount of time. They are working on securing grant funding for the project's construction.

Commissioner Ghovae asked whether compaction of the subsurface would be included in the work. Director Wepfer clarified that the asphalt is failing due to alligator cracking and constant water exposure; however, the proposal only included milling and resurfacing without any base work. It is only temporary until the roadway is rebuilt. She estimated the interim solution could last around 10 years, though she acknowledged Bay Point is one of the lowest points in the City and regularly floods.

9. RECREATION

A. Village Friday

The item was added to the agenda.

Director Hatch discussed the Village Fridays events in John's Pass Village and proposed waiving parking fees from 5:00 to 10:00 PM on event nights to encourage attendance. He explained that based on data from the parking department, the average revenue from the four parking lots in Johns Pass during those hours on Fridays is approximately \$2,016.81. Businesses had expressed that parking costs were a barrier for potential attendees. He proposed a trial of free parking for the following three Village Friday events to see if it would increase attendance and benefit local businesses.

Ron Pascuzzi, 14017 W. Parsley Drive, said he did not think free parking would allow more people to access the lot since it is always full. He suggested taking the revenue and giving a stipend to the private lots during the events.

Amanda Loeffler, a member of the Pinellas Beaches Chamber and the US Patriot Chamber of Commerce, suggested that they involve the Chambers of Commerce and turn it into a family-friendly event to attract more success and attendees.

Mayor Brooks said she had asked Robin how the event would be funded and was told that it would be through the parking fund. She did not understand how they could fund something through the parking fund without charging for parking. She disagrees with telling any business that they do not want their money. Then pulling the funding out of parking that is not budgeted in our budget for that. Everything they do cannot come out of the parking fund. She disagrees with it not being Final Friday and with it changing to Village Friday. She had shared with Robin her concern about not taking a donation and using it to fund the music, instead opting to fund it all themselves. If there is no set budget, that is a challenge because every event should have a budget. The amount spent should be limited to the amount in the budget. She understands the challenges faced by businesses in John's Pass because she has spoken with them and is aware of their parking issues. However, she does not see how they can say free parking when the parking fund pays for the event. It is not a fiscally responsible thing to do.

Director Hatch said that the event's sponsors, including himself, another staff member, and numerous representatives from the business and organization, had previously met. In that meeting, regardless of whether the City was funding the event or not, they expressed that they were not interested in donating to the event. The time was not right for them based on the developments that they wanted to put up in the Pass, and it would not get the goodwill they thought they would get out of it. They have gone back and forth, and it had not been expressed to him that they wanted to help fund the event. That had not been echoed to him, and he asked them specifically. At that time, they were not interested. The City is committed to it for the village. He understands the concerns regarding the waiver of parking and the inconsistencies as they have been raised. They did it for the same reason when they had John's Pass Seafood Festival in March. It was done for the best intentions possible to continue business after the hurricanes.

Director Hatch said that while he appreciates the other first Friday, final Friday, and third Friday examples, they can do some research. He looked at everyone in Pinellas County, and the City of Madeira Beach is the only City hosting them. Chambers, business associations, or other entities handle the rest. They do not have the resources to host the events, so they are carrying the load for everybody. Parking was a creative way for him to gain support and get more people to John's Pass. He understands the fiscal responsibility on both sides. Parking has always been a challenge in John's Pass, and he thought it might be a solution.

Vice Mayor Kerr said he would guess that the complaints about parking in John's Pass are not city parking but with the private lots. What they are addressing now would not solve any of that. Giving back to John's Pass he views it as tourism dollars. It makes sense to spend the revenue on the band. He does not know what the budget looks like on those Fridays. Director Hatch said the annual budget for the event was \$50,000, divided by 10 Fridays, which is \$5,000 per Friday. His goal is

not to spend more than \$1,500 on a band. The Vice Mayor said they are taking those parking dollars, not just from that time period, but for the full day and investing them back into the village, which is great, but he does not know if it is a solution to attract more people. Even on a slow night, those lots are full. So, he does not know if they will gain more foot traffic. That will just be a concession.

Commissioner Tagliarini suggested trying it out a couple of times and getting feedback from the businesses to see if it really helped. The Vice Mayor asked how they could make it better if they cannot get any more vehicles in the parking spots.

Commissioner McGeehen said he would be in favor of giving it a try for Village Fridays.

Mayor Brooks said the residents do not pay to park; some ride their bikes there. The benefit of no parking is not for the residents. If they do it for this event, then why not for other events? She is not saying she does not sympathize with the business owners. The majority of the complaints are not about paying to park in a city lot. They are paying to park in the private lots.

The City Manager suggested a trial to offer a discounted rate.

Vice Mayor Kerr suggested working with the Chamber to increase their marketing efforts. Director Hatch said they previously worked with the Chamber before the storms. They, too, were affected by the storms. They share the information in their newsletters. Beyond that, it is a tough ask. They are working with everybody.

Mayor Brooks said one of the benefits of working with the Chamber is that they have the opportunity to help market it if needed, and in general, with all things. They also have access to numerous resources, such as relationships with businesses that can donate alcohol and beer for events. Director Hatch said they do work with them. They have liquor from the Seafood Festival three years ago that the Chamber donated through one of their businesses. It is still at the recreation center waiting for the next event.

Mayor Brooks said she does not think they should do it, but she is one person.

Commissioner Tagliarini said they could try it a couple of times and get feedback from the businesses to see if it really worked.

Vice Mayor Kerr said he would rather give \$2,000 to the band. It is all about tourism dollars, which the band and the parking are tourism dollars. But he sees it as a slippery slope.

Commissioner Ghovaee said it is something they could research and talk to the businesses themselves.

No consensus was reached on implementing the parking fee waiver for Village Fridays.

Big C Update

Mayor Brooks reported on the Big C (Barrier Islands Governmental Council) meeting today:

- All the municipalities voted on the Forward Pinellas appointment. We have already voted, so we need to vote again at the September 10th meeting because we have to vote last.
- Kathy Perkins, Director of Pinellas County Emergency Management, reported on many things at the meeting:
 - She stressed the importance of evacuation during hurricanes, emphasizing that when the county issues evacuation orders, residents should take them seriously. They need to stress that to the residents.
 - She talked about transportation availability to shelters during evacuations, the importance of knowing neighbors' evacuation plans, debris separation education, and the Elevate Florida program notifications. One of the best things you can do in your community is to get to know your neighbors and know where your neighbors are going when a storm comes. Help elderly neighbors and those with disabilities get out.
 - They are still reviewing Senate Bill 180 and waiting for information to come forward.
 - Debris separation education was something that we needed to focus on. When they had Hurricane Helene, debris separation was a huge deal in getting that out. The Mayor said a lot of people had to do that before, but not to that magnitude, so finding a way to communicate would be helpful.
 - She talked about the homeowners who had been notified of the Elevate Florida.
 - They talked about volunteers and how they can be a volunteer. The Mayor said she is going to get more information on that. Pinellas County coordinates volunteers for various things during the storm. She spoke to Marci about it today, and it may be something we can revisit to make us better prepared for having volunteers in our City who are trained to help in the best way.
- Renee Flowers, who is the Commissioner for Pinellas County, spoke on a lot of things:
 - Pinellas County is in budget season
 - The Legislature is going back into session in January.
 - When someone calls yelling at her, she knows it is not about her; it is about the situation. The Mayor said that many times, she stood and listened to someone venting about their situation, whatever it was. Although it was not always the nicest tone, it was about them needing to vent to somebody who would listen. She then asks at the end of the conversation what we can do differently or what should we do. She said to the Commission that when that person comes to them, they should be mindful that they are not complaining about them. It is their situation, and it remains difficult for many people who are still unable to return to their homes. They do not know how to pay to get back into their homes. We might be doing okay, but there are still a lot of people displaced.

10. RESPOND TO PUBLIC COMMENTS/QUESTIONS

Mayor Brooks addressed two public comments from earlier in the meeting:

1. Regarding Hannah's Fruit Float business request, she suggested adding it to a future workshop agenda to discuss the City's codes related to commercial operations in swim zones and what other municipalities allow her to be able to operate her business. She does not know if that will work in our City, but she had a lot of conversations with Robin.

The City Manager said that the City's code of ordinances designates specific swimming areas. They were based on a couple of meetings last year regarding the placement of buoys versus piling. When the public spoke, there was a consensus among attendees to expand

the entire two miles to a swim zone. If that is the case, there can be no motor-powered type vessels coming into the swim zone. Currently, her operation approaches the shoreline. We do not have the buoys out there. Hopefully, those will be installed over the next few weeks, so swim zones will be marked. No motorized vessel can then go into those marked swim zones. She is asking if the City would allow something similar to what is in other cities, such as Clearwater, where there is an operator that rents equipment, jet skis, and other motorized vessels. They have a marked channel for them to go in and out from the sand to the Gulf. Her request is to eventually have that here so her business can operate in that area and sell its items. That would be a discussion to allow for that, or if they choose to make the entire two miles a swim zone, or sections of it a swim zone.

Mayor Brooks said that even if they decided to do that, it would be a lengthy process. They should have it on an agenda to discuss and have the information brought to them. The Board consented.

2. Regarding John Hendricks' comment about the city manager's resignation, it would not be a conversation for them. Commissioner Tagliarini said the comment made was not deserving. It is a separation agreement for consideration presented to them.
3. The City Attorney said he and Robin had been working together. He created a separation agreement that would be emailed to Commissioners in the morning, so they would have it for discussion purposes. He recommended that it be placed on the September 10th BOC Regular Meeting agenda. Robin has reviewed the agreement, and he is ready for him to present it to the Board. There is to be no discussion amongst the Commission about it.

11. ADJOURNMENT

Mayor Brooks adjourned the meeting at 9:17 p.m.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk



Memorandum

Meeting Details: September 10, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Stormwater Station Generator Replacement located at 14101 N Bayshore Dr. Approval

Background

The purpose of this memorandum is to request Commission approval for the replacement of a storm-damaged generator at the City's Stormwater Station with a Kohler Model KG100 generator, due to damage sustained during Hurricane Helene.

During Hurricane Helene, the existing generator located at the City's Stormwater Station sustained significant damage and is no longer operational. This generator is critical for maintaining continuous operations at the station during power outages, ensuring that stormwater pumps remain functional to alleviate roadway flooding caused by heavy rainfall.

Generator Details:

- **Model:** Kohler KG100
- **Purpose:** To power the stormwater pumps during electrical outages
- **Location:** Stormwater Station
- **Replacement Cost:** \$69,633.47
- **Warranty:** 5 Year Comprehensive Warranty

Fiscal Impact

The total cost for the generator and the installation is \$69,633.47 and will be purchased off the Sourcewell Contract #092222-KOH.

Our insurance will cover the cost of the reimbursement.

Recommendation(s)

Staff recommends that the Board of Commissioners approve the replacement of the damaged generator with a Kohler Model KG100 at the total cost of \$69,633.47, with the cost being fully reimbursed through the City's insurance coverage.

Attachments

- TAW Quote



PROPOSAL

IPS Power Systems

6312 78th Street, Suite 100
Riverview, Florida 33578
www.ips.us

Item 9A.

TOTAL NET VALUE **\$69,633.47**

City of Madeira Beach

505 150th Avenue
Madeira Beach, Florida 33708

Proposal # IPS-45760
Proposal Date 07.23.2025
Project Madeira Beach Public Works
Contact David Adams
Expires 08.22.2025
Email david.adams@ips.us
Mobile Number : (813)-394-1141
Branch Riverview
Address 6312 78th Street, Bldgs. 3 & 5,
Riverview, FL 33578

Attention: Megan Wepfer

ITEM & DESCRIPTION	AMOUNT
KOHLER Model KG100, EPA Certified Gas Generator Set 100 kW, @ 0.8 PF, 60 Hz, 3 Phase, 277/480 Volt, NG Gas	\$69,633.47 69,633.47
APM402 / Controller meets NFPA 110 Enclosure: Sound / Aluminum Unit Mounted Radiator Block Heater 120 Volt, 1500 Watt Flexible Fuel Lines Gaseous Fuel Filter Line Circuit Breaker, 100% Rated, - 150 Amp, Electronic LSI w/ Shunt Trip, Shunt Trip Wiring Generator Heater Battery Rack and Cables Starting Battery, Lead Acid Battery Charger: 10 Amps Remote Emergency Stop, Lockable Certified Factory Test @ 0.8 P.F. 1 Engine, Generator Parts, Maintenance Manuals & 1 Electronic Manual Vibration Isolators: Internal	
Warranty and Services: 5 Year Comprehensive Warranty Off-loading @ Job Site Installation of System Fuel & Electrical Piping Reconnected	
Estimated Lead Time	

ITEM & DESCRIPTION	AMOUNT
<p>24 to 26 weeks after release of order</p> <p>Please note: The lead time provided represents the most current factory lead times and is subject to change at the time of order release</p> <p>Supplied by Others (not included): Any Infrared, 3rd Party & NETA Testing Supply of Fuel</p> <p>Offer Based Upon: Sourcewell Pricing breakout below</p> <p>Sourcewell Contract #092222-KOH TOTAL KOHLER GEN LIST PRICE: \$74,911.00 Sourcewell MEMBER DISCOUNT: \$22,473.30 Sourcewell MEMBER PRICE: \$52,437.70</p> <p>FOB KOHLER, WI KOHLER Awarded Contract: 120617-KOH KOHLER Contract Maturity Date: 12/3/2026</p> <p>NON-KOHLER ITEMS AND MODIFICATION LIST PRICE: \$14,438.00 Sourcewell MEMBER DISCOUNT: 5% Sourcewell MEMBER PRICE: \$13,716.10</p> <p>FREIGHT FROM KOHLER, WI. TO JOBSITE LIST PRICE: \$2,305.97 Sourcewell MEMBER DISCOUNT: 5% Sourcewell MEMBER PRICE: \$2,190.67</p> <p>Sourcewell Member Price: \$ 68,344.47 Tariff Charge: \$1,289.00 Total Contract Price: \$69,633.47</p>	<div>Item 9A.</div>

<p>Note: Delivery, Start up, and Load testing are quoted as during normal business hours. If after hours, weekend, or holiday work hours are required, the Contractor will be responsible for the overtime differential unless otherwise noted</p> <p>F.O.B. Factory Freight Allowed To Job Site Sales Tax Not Included</p> <p>**ADDITIONAL EXCEPTIONS & NOTES:</p>	<div>Total Net Value</div> <div>\$69,633.47</div>
--	---

Terms & Conditions

TAW Power Systems, Inc. STANDARD TERMS and CONDITIONS apply to all offers for purchase and any purchase orders accepted by TAW Power Systems, Inc. You may find a copy under the terms and conditions section at tawinc.com or please contact our office at 800-456-9449 and we will forward you a copy. TAW Power Systems, Inc. will transmit a written delivery schedule based on the manufacturer's confirmation, approximately fifteen (15) days after product release. Also included will be the related progress invoice values based on material shipments.

All TAW Power Systems, Inc. offers, plans, specifications, and technical drawings are copyrighted works and contain proprietary know-how of TAW Power Systems,

Item 9A.

Offer Acceptance Signature _____



Memorandum

Meeting Details: September, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Diocese of Southwest Florida, Inc Parking Lot License Agreement
Approval

Background

This memo seeks approval for the City of Madeira Beach to enter into an agreement with the Diocese of Southwest Florida, Inc. The purpose of this agreement is to secure a designated area on diocesan property for the staging and evacuation of city vehicles during a declared emergency or disaster event.

The City of Madeira Beach is located on a barrier island and is highly vulnerable to hurricanes, storm surge, and other natural disasters that require mandatory evacuation. It is essential to have an off-island location secured for the safe storage of city-owned vehicles and equipment to ensure continuity of operations after an event.

Agreement Details:

- The Diocese of Southwest Florida, Inc. will provide a designated area for the City to park and secure city vehicles during emergency evacuations.
- This agreement will only be enacted during a declared state of emergency or when evacuation orders are issued by Pinellas County or the City of Madeira Beach.
- The City agrees to remove any tree debris or other obstructions from the staging area caused by the disaster event, ensuring the property is restored to its original condition.

- No monetary exchange is required under this agreement unless additional terms are negotiated in the future.

Fiscal Impact

If the agreement is executed the only fiscal impact would be the cost of removal of any tree debris on the property due to the storm event.

Recommendation(s)

Approval of this agreement will strengthen the City's emergency preparedness and provide a reliable off-island location to protect essential vehicles and equipment during disaster events.

Staff recommends the Board of Commissioners authorize the City Manager to execute the agreement with the Diocese of Southwest Florida, Inc.

Attachments

- **Signed Parking Lot License Agreement by the Diocese of Southwest Florida, Inc.**

PARKING LOT LICENSE AGREEMENT

THIS AGREEMENT made and entered into this 21 day of August, 2025, by and between the **CITY OF MADEIRA BEACH**, a municipal corporation of the State of Florida, hereinafter referred to as "City," and **DIOCESE OF SOUTHWEST FLORIDA, INC.**, a Florida not-for-profit corporation, hereinafter referred to as "Diocese."

WHEREAS, the City of Madeira Beach needs a parking lot to store City vehicles and equipment during declared states of emergency; and

WHEREAS, Diocese has agreed to cooperate with the City for the purpose of providing a parking lot to store City vehicles and equipment.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made between the parties and agreed to be kept and in consideration of the sum set forth in this Agreement, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. It is the purpose of this Agreement that Diocese provide the City of Madeira Beach with a parking lot to store City vehicles and equipment during declared states of emergency. That parking lot is located at 6650 113TH Street North, Seminole, FL 33772 (hereinafter referred to as "Property"). Such state of emergency shall be of the nature as is contemplated by the provisions of Chapter 252, Florida Statutes, and this Agreement with Diocese is an exercise of a portion of the powers granted to the City pursuant to Section 252.38, F.S., and other provisions of Florida Statutes, and the ordinances of the City of Madeira Beach.

2. Diocese does hereby grant to the City a license for the use of the unimproved, paved, and grassy areas of its exterior property to store City vehicles and equipment during states of emergency as declared by the appropriate state, county or municipal officials for the City of Madeira Beach during that time of a disaster emergency. The Diocese and the Church will have access to the Property at all times.

3. The right of use of the Property shall commence upon the liaison person identified by Diocese being informed of such need and shall terminate at the conclusion of such need. While such use is being made of the said Property pursuant to the terms of this license, such use shall be available to uses of city equipment specified in the vehicle list provided by the City Manager of the City, or such other person as designated by him/her. Staff members of Diocese shall have access at all times.

4. It shall be the responsibility of Diocese and of the City to designate liaison personnel for the purpose of implementing the terms of this Agreement. The identification of such liaison personnel shall be sent to the following addresses:

If to the City:

Robin Gomez, City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

If to Diocese:

Douglas F. Scharf, President
Diocese of Southwest Florida, Inc.
8005 25th Street East
Parish, FL 34219

With a copy to:

Thomas J. Trask, Esq., City
Attorney
Trask Daigneault, LLP
1001 S. Ft. Harrison Avenue
Suite 201
Clearwater, FL 33756

5. Upon the commencement of the state of emergency, the appropriate representative of the City shall give notice by the most practical method to the liaison person named by Diocese of the initiation of the use of the license agreement. Failure or inability to give such notice prior to commencement of use of the Property shall not constitute a breach of this Agreement and such notice shall be given to such liaison designee or other person in charge and control of the Property at the earliest practical time given the nature of such emergency. The use for which this license has been granted shall last until the termination of the condition of the state of emergency and the need for such Property by the City and for such additional time as is necessary for the City to clean up and otherwise restore the Property

to the condition it was in prior to the use of such Property by the City arising from the City's use of the Property. Restoration of Property shall occur in a timely fashion and to Diocese's complete satisfaction. It is understood between the parties that the City is not the insurer of the Property during such use but that it is responsible for reasonable care of the Property during its time of usage and that it will be responsible only for damage to the Property occasioned by it or other persons under its control and supervision.

6. It shall be the responsibility of the City to provide to Diocese from time to time a list of the City vehicles and equipment to be stored on the Property and a list of approved City employees and the employees of other agencies and similar participants who may be using the Property during the time of a disaster emergency or during planning for such disaster emergency.

7. During the time of the state of emergency or at any other time while using the Property in accordance with the terms of this license, the City agrees to remove any tree debris from the Property should Diocese experience storm damage to its trees.

8. During the time of use of the Property the City agrees to hold harmless, assume legal liability for and defend Diocese, its officers, employees, agents, servants, successors and assigns from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, in law or in equity, including but not limited to attorneys' fees at trial and appellate levels, reasonable investigative and discovery costs, court costs or claims for bodily injury or death of persons, and for loss of or damage to property, of every kind in nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the negligent acts or omissions or other wrongful conduct of the City, its employees and agents, in connection with the use of the Property.

9. This Agreement constitutes the entire understanding between the parties and all oral agreements previously reached between the parties are merged herein. No modification or amendment shall be made to this Agreement except by an instrument in writing and executed with the same formalities as this Agreement.

10. This license shall continue in full force and effect for a period of one (1) year from the date hereof, said date being the date that the last of the parties signs this Agreement, and shall be automatically renewed thereafter for successive period of three (3) years, unless and until one party gives written notice to the other party not later than thirty (30) days before the expiration of this Agreement or any extensions thereof that this license Agreement is not to be extended for the forthcoming term.

11. The parties hereto are independent contractors and agree throughout the term of this Agreement and during the performance of the obligations hereunder, that each party is an independent contractor in all respects and shall not be the agent, servant, officer or employee of the other. The parties agree that the tort limitations provided pursuant to Section 768.28, Florida Statutes, shall remain in full force and effect during the term of this license and no portion of this Agreement shall act as a waiver of the same in any regard whatsoever.

12. This Agreement is to be interpreted pursuant to the laws of the State of Florida and the venue for any litigation commenced regarding the rights and responsibilities pursuant to the terms of this Agreement between the parties shall be exclusively in Pinellas County, Florida.

[SIGNATURE PAGE TO FOLLOW]

CITY OF MADEIRA BEACH
a Florida municipal corporation

By: _____
Robin Gomez, City Manager

Dated: _____

ATTEST:

Clara VanBlargan, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, B.C.S., Esquire,
City Attorney

WITNESSES:

Beth G. Gould
Print Name: Beth G. Gould

John P. Edger
Print Name: John P. Edger

**DIOCESE OF SOUTHWEST
FLORIDA, INC.**
a Florida not-for-profit corporation

By: Michael W. Booher
Print Name: MICHAEL W. BOOHER
Title: CFO

Dated: 08/21/2025



Memorandum

Meeting Details: September 10 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: FDOT Debris Staging Area Agreement for Archibald and Johns Pass Park Approval

Background

The purpose of this memorandum is to request Board approval for the City to enter into an agreement with the Florida Department of Transportation (FDOT) for the temporary use of designated areas at Archibald Park and Johns Pass Park as debris staging locations in the event of a hurricane or other emergency that necessitates debris removal activities.

FDOT is seeking permission to utilize portions of Archibald Park and Johns Pass Park (hereinafter referred to as the “Property”) for the purpose of staging debris removal equipment and temporarily storing sand, construction, demolition, and vegetative debris. The agreement will allow FDOT to prepare for and respond efficiently to emergency events.

This Agreement specifically excludes the use of the Property for the staging or storage of “white goods,” which includes discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and similar appliances. Both properties shall not be used for any other purpose without the prior written consent of the City, which may be granted at the City’s sole discretion.

Key Provisions of the Agreement:

1. Use of Property:

- The Property will be used solely for debris staging and storage of permitted materials before and immediately after a qualifying emergency event.
- The agreement applies only when the Property is vacant, and the City is under no obligation to provide alternative locations.

2. Care and Maintenance:

- FDOT will return the Property to its original condition and may not alter the Property without written consent from the City.

- FDOT will be responsible for damages caused during its use of the Property and must complete necessary repairs within 30 days of City notification. If not, the City may perform the repairs and seek reimbursement.
- FDOT is not liable for damages caused by third parties or pre-existing conditions.

3. Entry and Access:

- FDOT will have access to the Property upon reasonable notice.
- FDOT must provide contact information for crews and maintain a list of all personnel and equipment entering the Property. Lists must be made available to the City upon request.
- FDOT personnel must show valid photo identification to gain access.

4. Costs:

- The City may seek reimbursement from FDOT for any documented costs incurred as a direct result of FDOT's use of the Property.

5. Term and Termination:

- The agreement shall remain in effect for one (1) year from the effective date and automatically renew annually unless cancelled in writing by either party.

6. Liability:

- Each party shall be responsible for its own actions and liabilities in accordance with Florida Statutes, including Section 768.28.

7. Notices:

- All required notices shall be provided in writing to designated contacts as outlined in the agreement.

Fiscal Impact

Recommendation(s)

Staff recommends that the Board of Commissioners approve the proposed agreement with FDOT for debris staging at Archibald Park and Johns Pass Park and authorize the City Manager to execute the agreement on behalf of the city.

Attachments

- FDOT Debris Staging Agreement with exhibits

NON-EXCLUSIVE DEBRIS REMOVAL EQUIPMENT STAGING AREA USE LICENSE AGREEMENT

This Agreement is entered on this 28 day of August, 2025 (the "Effective Date") by and between the **Florida Department of Transportation** (the "Department") and the **City of Madeira Beach**, a Florida municipal corporation (the "City") for the use of designated property for staging of the Department's and/or the Department's contractors' debris removal equipment as well as debris storage. The Department desires to use and City agrees to permit the use of, at no cost except as otherwise provided herein, the following described designated property:

Lands more fully depicted in Exhibits "A" and "B" (the "Property"), or such other areas as may be agreed to by City and the Department.

1. **Use.** The Department may have use of the "Property" to stage debris removal equipment prior to and immediately after a hurricane or other emergency event that necessitates debris removal activities as well as debris storage. This Agreement is specifically authorized for sand, construction, demolition, and vegetative debris only. White goods (Discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances) are excluded and not authorized in this agreement. The "Property" shall be used for no other purpose without the prior written consent of City such consent to be granted in City's sole discretion. The Department recognizes that the area will be available only as long as it is vacant, and City has no obligation to provide an alternative area.
2. **Care and Maintenance of Designated Property.** The Department acknowledges that the Property is adequate to stage debris removal equipment and store debris.
 - A. The Department will return the Property to its original condition.
 - B. The Department shall not alter the Property without the written consent of City such consent to be granted in City's sole discretion.

The Department shall be responsible for any damage to the Property that occurs during their use. If repairs are required, the Department shall complete the repairs in a timely manner and to the reasonable satisfaction of City. If the Department fails to undertake repairs within thirty (30) days of notice from City, City may complete the repairs to its satisfaction and the Department shall pay City for the cost to cure. Should City find it necessary to complete the repairs, City will provide Department with a scope of work and beginning and ending dates.

The Department shall only be responsible for damages directly caused by its activities under this Agreement. No liability shall be assigned to the Department for damages resulting from the actions of third parties or pre-existing site conditions.

3. **Entry and Access.** City shall permit the Department access to the Property at any time upon reasonable notice.

- A. The Department will provide City with points of contact and the phone number of the crews that will be reporting to the Property.
 - B. The Department will complete check-in for each crew and piece of equipment upon arrival at the Property and maintain a list of all crew members and equipment. The list will be made available to City within one (1) business day after written request.
 - C. Department representatives shall provide their driver's license or other official photo identification to City personnel or other such designee as City may choose from time to time to gain access to the Property.
4. **Costs.** If City can document that there were costs associated with the Department's use of the "Property" that would not have occurred but for the Department's use, City may seek compensation for such documented costs from the appropriate party.
 5. **Termination.** This Agreement shall remain in effect for one year from the effective date of this Agreement with an automatic renewal for subsequent one year terms each year thereafter until cancelled upon written notification of either party.
 6. **Liability.** Each Party agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employees or agents in relation to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable, and subject to other relevant state law.
 7. **Notices.** All notices pursuant to this Agreement shall be in writing at the following addresses:

Department of Transportation:

Julie H. Ostoski, P.E.
 Pinellas Operations Engineer
 FDOT District 7 - Pinellas Operations Center
 5211 Ulmerton Rd, Clearwater, FL 33760
 Telephone: 727-575-8311
 Email: Julie.Ostoski@dot.state.fl.us

City of Madeira Beach

Robin Gomez, City Manager
 City of Madeira Beach
 300 Municipal Drive
 Madeira Beach, FL 33708
 Telephone: (727) 391-9951
 Email: rgomez@madeirabechfl.gov

With a copy to:

Thomas J. Trask, Esq., City Attorney
 Trask Daigneault, LLP


1001 S. Ft. Harrison Avenue
 Suite 201
 Clearwater, FL 33756
 Email: tom@cityattorneys.legal

Modifications. Modifications to this Agreement shall only be made in writing and signed by both parties.

8. **Choice of Law.** This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Pinellas County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date hereof.

FLORIDA DEPARTMENT OF TRANSPORTATION

By:  Julie Ostoski
 Print Name: Julie Ostoski
 Title: Pinellas Operations Engineer
 Dated: 8/28/2025

CITY OF MADEIRA BEACH a Florida municipal corporation

By: _____
 Robin Gomez, City Manager
 Dated: _____

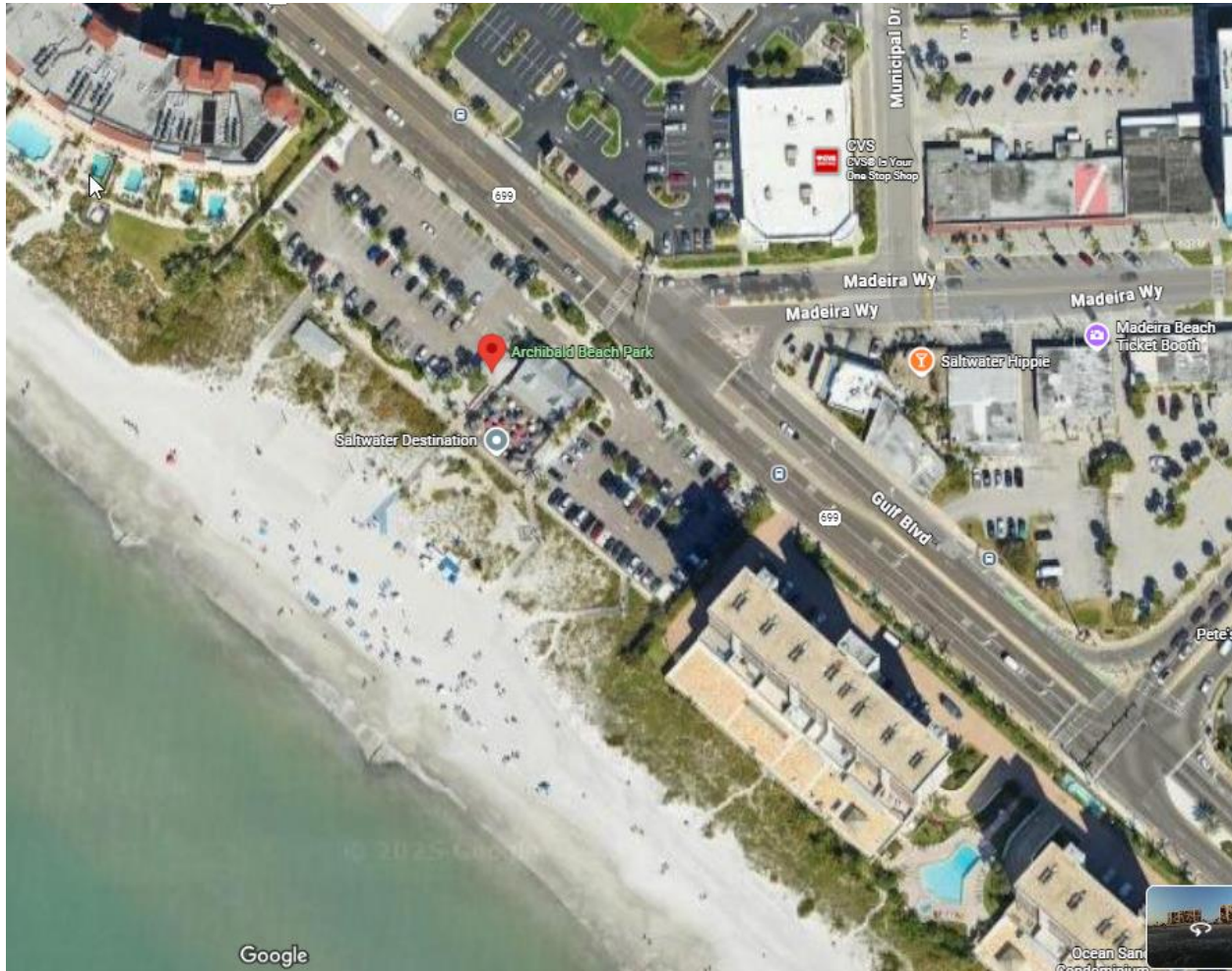
ATTEST:

Clara VanBlargan, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, B.C.S., Esquire,
City Attorney

EXHIBIT "A"

**Parcel #09-31-15-00000-130-0500**

Legal: MADEIRA BEACH VETS PARK BEING PART OF GOVT LOTS 1 & 2 OF SEC 9-31-15
DESC BEG AT ON W R/W OF GULF BLVD 30FT S'LY OF N LINE OF SD GOVT LOT 2 TH SW'LY
286FT(S) TO MHW TH NW'LY 510FT(S) ALG MHW TH NE'LY 320FT(S) TO W R/W OF GULF
BLVD TH SE'LY 236FT(S) ALG R/W TH SW'LY 8FT(S) ALG R/W TH SE'LY 268FT(S) ALG R/W TO
POB CONT 3.35AC(C)

Site Address: 15102 Gulf Boulevard, Madeira Beach, FL 33708

EXHIBIT "B"



Parcel #17-29-15-00000-320-0000

Legal Description: PARK AREA, BEING PT LOT 13 BLK 2 OF MITCHELL'S BCH & VAC SEAVIEW AVE & UPLANDS & SUBM DESC AS BEG AT S R/W OF 129TH AVE & W R/W OF GULF BLVD TH S09DE 339. 84 FT TH S16DE 50.74 FT TO SEAWALL TH S45DW 332.22 FT TH NW'LY 270 FT (S) TH N45 DE 355 FT TH N45DW 50 FT TO S R/W OF 129TH AVE TH N 45DE 140 FT (S) TO POB CONT 2.55 AC (C)

Site Address: 12850 Gulf Lane, Madeira Beach, FL 33708



Memorandum

Meeting Details: September 10, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Bay Point Causeway and Dr. Milling and Resurfacing proposal approval

Background

The purpose of this memo is to seek approval from the Board of Commissioners to move forward with the milling and resurfacing of Bay Point Causeway and Bay Point Drive due to the current deteriorating condition of these roadways.

The scheduled design phase for this project is currently set for FY2027, which significantly delays necessary improvements. The current roadway conditions require immediate attention to maintain safety and accessibility for residents and visitors.

Mill (1.5") and Resurface (2")

- Mobilization: **\$23,760.00**
- Traffic Control: **\$5,833.00**
- Erosion Control: **\$4,250.00**
- Adjust Manholes (5 @ \$850 each): **\$2,550.00**
- Mill & Resurface (8500 s.y @ \$20.65): **\$175,525.00**
- **Total: \$211,918.00**

Fiscal Impact

The Fiscal Impact of the mill and resurface for Bay Point Causeway and Bay Point Dr. is \$211,918.00 and is piggybacked off the Area 3 Roadway and Draining improvement contract which was approved by the BOC

Recommendation(s)

Staff recommends the Board of Commissioners approve the milling and resurfacing of Bay Point Causeway Dr. for the amount of \$211,918.00 that will be paid out of the Stormwater Capital Drainage Improvement fund.

Item 9D.

Attachments

- Area 3 Bid Pricing
- Bay Point Dr. pictures





PROPOSAL BOND

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

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, Harbor Contracting, LLC.
 _____ as Principal, and FCCI Insurance Company
 _____ as Surety, who's address is _____
6300 University Parkway Sarasota, FL 34240-8424, are held and firmly bound unto the City
 of Madeira Beach, Florida, in the sum of Six hundred and ninety nine thousand eight hundred and fifteen Dollars and
 (\$699,815.74) (being a minimum of 10% of Contractor's Total Bid Amount) for the payment of seventy
 which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, four
 administrators, successors and assigns. cents

The condition of the above obligation is such that if the attached Proposal of Harbor Contracting, LLC.
 _____ as Principal, and FCCI Insurance Company as Surety,
 for work specified as: Area 3 Marquerite/Parsley Drainage and Roadway Improvements RFP#25-05
(A314208001 & FPID 449181-1-54-01)

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

Signed this 25th day of March, 2025.

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

Harbor Contracting, LLC.

13970 W Hillsborough Ave Tampa, FL 33635

Principal

By: 

Title Anthony Cerullo, President

FCCI Insurance Company

6300 University Parkway Sarasota, FL 34240-8424

Surety

By: 

Title Hallie Martin, Attorney-In-Fact & Florida Licensed Resident Agent

Inquiries: (321) 800-6594

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

AFFIDAVIT

(To be filled in and executed if the bidder is a corporation)

STATE OF FLORIDA**COUNTY OF** Hillborough

Anthony Cenuilo being duly sworn, deposes and says that he/she is
 Secretary of Harbor Contracting LLC a
 corporation organized and existing under and by virtue of the laws of the State of Florida, and having its
 principal office at:

13970 W Hillborough Ave Tampa Hillborough FL
 (Street & Number) (City) (County) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of
Harbor Contracting LLC
 (Name of Corporation)

Affiant further says that Anthony Cenuilo is President
 (Officer's Name) (Title)
 of the corporation, is duly authorized to sign the Proposal for City of Madeira Beach
 or said corporation by virtue of _____

(state whether a provision of by laws or a Resolution of
 Board of Directors. If by Resolution give date of adoption).

Anthony Cenuilo, President, 100% owner
 Affiant

Sworn to before me this 24 day of March, 20 25.

Notary Public

Matt Farhadi
 Type / Print / Stamp Name of Notary

Comm # HH482031
 Title or Rank, and Serial No., if any



MATT FARHADI
 Notary Public
 State of Florida
 Comm# HH482031
 Expires 1/17/2028



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jorge Bracamonte; Jessie Sloan; Hallie Martin


Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$30,000,000.00): **\$30,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.


The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 20th day of December, 2024.

Attest:


Christina D. Welch, President
FCCI Insurance Company




Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027


Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027




PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027


Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 25th day of March, 2025


Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

NON-COLLUSION AFFIDAVIT**STATE OF FLORIDA****COUNTY OF** HillboroughAnthony Cewlo being, first duly sworn, deposes and says that he is
President of Harbor Contracting LLC,

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Madeira Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.


 Affiant
Sworn to and subscribed before me this 24 day of March, 2025.

 Notary Public


MATT FARHADI
 Notary Public
 State of Florida
 Comm# HH482031
 Expires 1/17/2028

PROPOSAL

(1)

TO THE CITY OF MADEIRA BEACH, FLORIDA, for

AREA 3 MARGUERITE /PARSLEY DRAINAGE & ROADWAY IMPROVEMENTS
PROJECT # A314208001 & FPID 449181-1-54-01)

and doing such other work incidental thereto, all in accordance with the contract documents, marked

AREA 3 MARGUERITE /PARSLEY DRAINAGE & ROADWAY IMPROVEMENTS
PROJECT # A314208001 & FPID 449181-1-54-01)

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by those officials authorized to do so on behalf of the City of Madeira Beach, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the City Attorney as to the form and legality of the contract and all the pertinent documents relating thereto having been approved by said City Attorney; and such bidder is hereby charged with this notice.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in this Proposal, that he has carefully examined the Advertisement, Instructions to Bidders, Contract Specifications, Plans, Supplemental Specifications, General Conditions, Special Provisions, and Contract Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Madeira Beach, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Madeira Beach, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

PROPOSAL

(2)

If the foregoing Proposal shall be accepted by the City of Madeira Beach, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement herein attached, then the City may, at its option determine that the undersigned has abandoned the Contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to become the property of the City of Madeira Beach, Florida, and the full amount of said check shall be retained by the City, or if the Proposal Bond be given, the full amount of such bond shall be paid to the City as stipulated or liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

Attached hereto is a bond or certified check on _____
 _____ Bank, for the sum of _____
 _____ (\$ _____)
 (being a minimum of 10% of Contractor's total bid amount).

The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment, or possible benefit, whether sub-contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:

ADDRESSES:

Anthony Cenito

524 Oakwood Blvd Oldsmar, FL 34677

Signature of Bidder: 

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

PROPOSAL

(3)

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal:

Anthony Cewillo

By:

A

Title:

President

Business Address of Bidder:

13970 W Hillsborough Ave

City and State:

Tampa, FL

Zip Code

33635

Dated at

10:40 AM

, this

24th

day of

March, A.D., 2025

CITY OF MADEIRA BEACH
ADDENDUM SHEET

PROJECT: AREA 3 MARGUERITE /PARSLEY DRAINAGE & ROADWAY IMPROVEMENTS
 PROJECT # 2020-179 (A314208001 & FPID 449181-1-54-01) A314208001 & FPID 449181-1-54-01)

Acknowledgment is hereby made of the following addenda received since issuance of Plans and Specifications.

Addendum No. <u>1</u>	Date: <u>3/14/25</u>
Addendum No. <u>2</u>	Date: <u>3/13/25</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

Harbor Contracting LLC
 (Name of Bidder)

[Signature]
 (Signature of Officer)

President
 (Title of Officer)

3/24/25
 (Date)

BIDDER'S PROPOSALPROJECT: **AREA 3 MARGUERITE /PARSLEY DRAINAGE & ROADWAY IMPROVEMENTS**PROJECT # **2020-179 (A314208001 & FPID 449181-1-54-01)**CONTRACTOR: Harbor Contracting LLCBIDDER'S GRAND TOTAL: \$ 6,998,157.44 (NUMBERS)BIDDER'S GRAND TOTAL: Six million nine hundred and ninety eight thousand one hundred and fifty seven dollars and forty four cents (WORDS)

BID PROPOSAL					
Project: AREA3 MARGUERITE /PARSLEY DRAINAGE & ROADWAY IMPROVEMENTS (Contract # A314208001 & FPID 449181-1-54-01)					
BID ITEM		UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)
1.0	Mobilization and Site Preparation				
1.1	Mobilization	LS	1	613,250.15	613,250.15
1.2	Maintenance of Traffic	LS	1	205,210.00	205,210.00
1.3	Erosion Control and Floating Turbidity	LS	1	98,560.00	98,560.00
1.4	Project Sign	LS	1	5,000.00	5,000.00
1.5	Root Pruning & Root Barrier at E. Parsley & B Street	LF	300	15.00	4,500.00
1.6	Sprinklers (Yard Frontage)	LF	3,000	3.00	9,000.00
Subtotal - General (1.1 - 1.6)					935,520.15
2.0	Earthwork				
2.1	Demolition	LS	1	985,650.25	985,650.25
2.2	Remove Unsuitable Material	CY	250	25.00	6,250.00
2.3	Sod	SF	45,000	1.00	45,000.00
2.4	Outfall Restoration between homes (Locations)				
2.4a	14022/14020 W Parsley				
	Remove wood fence	LF	60	10.00	600.00
	Construct 6' PVC fence with (2) 4 ft gate	LF	60	100.00	6,000.00
	Bag Live Oak and replant	EA	1	3,000.00	3,000.00
	Remove & Reinstall Sheds	EA	2	2,500.00	5,000.00
	Shell & Limestone (3-inch Depth with Marifi)	SF	700	3.00	2,100.00
	Foxtail Palm Trees 15 gal	EA	4	500.00	2,000.00
	Buttonwood 15 gal	EA	2	600.00	1,200.00
2.4b	14064/14066 W Parsley				
	Remove/ Replace/ Bag Palm trees	EA	2	600.00	1,200.00
	Remove wood fence	LF	60	10.00	600.00

	Install 60 LF +/- PVC fence with (2) gates	LF	60	100.00	6,000.00
	Remove, Store & Reuse Pavers	SF	600	20.00	12,000.00
	Remove & Reinstall Sheds	EA	2	2,500.00	5,000.00
	Christmas Palm 10ft front yard	EA	1	1,000.00	1,000.00
	Montgomery Palm 20ft back yard	EA	2	3,000.00	6,000.00
	Foxtail Palm Trees 25 gal	EA	2	1,000.00	2,000.00
2.4c	14180/14176 W Parsley				
	Remove 40 lf wood fence	LF	40	10.00	400.00
	Construct 6' pvc fence with (2) 4 ft gate	LF	95	100.00	9,500.00
	Remove & Replace Décor boarder rock	LS	1	1,500.00	1,500.00
	Demo & Remove Fence Columns & Pond	EA	5	600.00	3,000.00
	Demo & Remove Concrete wall	LF	60	50.00	3,000.00
	Remove & Replace Shed	LS	1	5,000.00	5,000.00
	Remove Norfolk Pine Tree	EA	1	2,000.00	2,000.00
	Areca palm 15 gal, 6' oc,	EA	7	600.00	4,200.00
2.4d	14195/14190 W Parsley				
	Remove, reinstall 80 LF +/- PVC fence with gates	LF	80	100.00	8,000.00
	Areca Palm 15 Gallon	EA	6	600.00	3,600.00
	Remove, store, and replace brick pavers as necessary	SF	700	20.00	14,000.00
	Remove Christmas palms /Replace Foxtail Palm trees	EA	2	1,000.00	2,000.00
2.4e	14035/14037 E Parsley				
	Remove wood fence	LF	75	10.00	750.00
	Construct PVC fence with (2) gate	LF	75	100.00	7,500.00
	Areca Palm 15 Gallon	EA	4	600.00	2,400.00
	Coconut Palm 15 Gallon	EA	2	600.00	1,200.00
	Mulch (3-inch Depth with Marifi)	SF	500	2.00	1,000.00
	Remove, Store, and Reuse Stepping Pavers	LF	30	50.00	1,500.00
	Construct Paver walkway 5' x 30'	SF	150	20.00	3,000.00
2.4f	513/515 S. Bayshore Drive				
	Remove 95 LF wood fence w/Gate (4')	LF	95	10.00	
	Remove & Replace 95 LF wood fence w/Gate (4')	LF	95	100.00	9,500.00
	Mulch 4" thick with Fabric	SF	600	2.00	1,200.00
	Remove and replace Pavers	SF	300	20.00	6,000.00
	Royal Palm 25 GAL	EA	1	1,000.00	1,000.00
	Remove and replace shrubs (5gal), Viburnum hedge	EA	5	300.00	1,500.00
	Remove & Replace Palm trees (foxtail palms, double trunk, 25 GAL)	EA	3	1,500.00	4,500.00
	Root Prune	LF	20	25.00	500.00
2.4g	704/ 708 Pruitt Drive				
	Remove 82 LF chain link Fence (2 Gates-PVC & Wood)	LF	82	10.00	850.00
	Remove & Replace 82 LF PVC Fence - 2 Gates	LF	82	100.00	8,200.00
	Remove, store, and replace brick pavers (44x3.5)	SF	154	20.00	3,080.00
	Remove, store, and replace steppingstones	LF	50	50.00	2,500.00

	Remove spillway	EA	1	1,000.00	1,000.00
	Repair Dock catwalk 6 feet	LS	1	2,500.00	2,500.00
2.4h	720/ 722 Pruitt Drive				
	Remove, store, reinstall 60 LF +/- PVC fence with 3 gates	LF	70	100.00	7,000.00
	Remove & Replace Palm trees (Alexanders palms, triple trunk, 4-foot clear trunk)	EA	2	1,000.00	2,000.00
	Remove, store, and replace brick pavers (44x4)	SF	280	20.00	5,600.00
	Bird of Paradise 15 Gallon	EA	2	250.00	500.00
	Foxtail Palms 15 Gallon	EA	2	600.00	1,200.00
2.4i	736/ 738 Pruitt Drive				
	Storm Pipe Point Repair, if needed.	EA	1	5,000.00	5,000.00
2.4j	744 Pruitt Drive				
	Restore Irrigation, if needed	LF	100	5.00	500.00
2.5	Flowable Fill (trench backfill between homes)	CY	620	500.00	310,000.00
2.6	PVC Fence Post	EA	15	50.00	750.00
Subtotal - Earthwork (2.1 - 2.6)					1,539,950.25
3.0	Drainage				
3.1	Seawall Repair at Storm Pipe Outfall	EA	10	25,000.00	250,000.00
3.2	Seawall & Cap Repair 10-foot Sheet Piling (Vanguard) w/ cap (Demo per Detail); for 14035/14037 E Parsley; 14180/14176 W Parsley; 14022/14020 W Parsley; any property with CMU seawall	LF	50	2,000.00	100,000.00
3.3	Manatee Protection at Outfall	EA	10	1,500.00	15,000.00
3.4	Storm Manhole with 4' bottom	EA	2	8,500.00	17,000.00
3.5	FDOT Type C Grate Inlet (with concrete surrounding inlet)	EA	29	8,500.00	246,500.00
3.6	FDOT Type E Grate Inlet (with concrete surrounding inlet)	EA	8	9,000.00	72,000.00
3.7	15" RCP Class IV	LF	2350	110.00	258,500.00
3.8	18" RCP Class IV	LF	125	150.00	18,750.00
3.9	10" Ductile Steel Pipe	LF	30	110.00	3,300.00
3.10	12" PVC DR18	LF	40	100.00	4,000.00
3.11	12" Ductile Steel Pipe	LF	40	150.00	6,000.00
3.12	12" Cure In Place Liner 16mm (14035 E Parsley)	LF	400	100.00	40,000.00
3.13	Conflict Box	EA	1	10,000.00	10,000.00
Subtotal - Drainage (3.1 - 3.13)					1,041,050.00
4.0	Paving and Marking				
4.1	8" Base for pipe trench.	SY	1600	30.00	48,000.00
4.2	Mill 1.5" & Resurface 2.0" FDOT Asphalt (SP12.5)	SY	21,000	20.65	433,650.00
4.3	Valley Gutter (FDOT INDEX 300)	LF	18,000	60.00	1,080,000.00

4.4	Concrete Flumes	SF	1,300	30.00	39,000.00
4.5	Concrete Drive Replacement 6" (3' BOC)	SY	2085	120.00	250,200.00
4.6	Brick Drive Replacement (Remove & Reuse where possible)	SY	900	20.00	18,000.00
4.7	Gravel & Shell Driveway Replacements (4")	SF	6,000	7.50	45,000.00
4.8	6" Double Yellow Pavement Markings	LF	8,000	3.00	24,000.00
4.9	24" Pavement Markings (Stop Bar)	LF	60	10.00	600.00
4.10	D Curb	LF	70	60.00	4,200.00
4.11	SW 6" conc (Pruitt)	SY	200	120.00	24,000.00
4.12	SW 4" concrete	SY	225	100.00	22,500.00
Subtotal - Paving and Marking (4.1 - 4.12)					1,989,150.00
SUBTOTAL (1.0, 2.0, 3.0 and 4.0)					5,505,470.70
Total - 10% Contingency					550,547.07
TOTAL (1.0, 2.0, 3.0 and 4.0)					6,056,017.77

PINELLAS COUNTY UTILITIES

5.0	PC #	PC-Utilities - Sanitary Sewer					
5.1	SS-333301-301-08D-0006	8" DI Pipe Class 350	LF	214	200.00	42,800.00	
5.2	SS-333301-301-960006	Adjust & Furnish 6" SS Service Lateral, (if needed)	EA	15	2,000.00	30,000.00	
5.3	SS-333900-302-K002	Adjust Sanitary Manhole Rim & Cover, (outside of pavement)	EA	4	500.00	2,000.00	
5.4	SS-333900-302-K001	Adjust Sanitary Manhole Rim & Cover, (in pavement)	EA	10	850.00	8,500.00	
5.5	SS-333900-302-4001	4' dia. - Precast Manhole Standard	EA	1	10,000.00	10,000.00	
5.6	SS-333900-302-9001	Remove Existing Manhole - Initial	EA	1	4,000.00	4,000.00	
5.7	SS-333400-501-0006	6" Dia. Force Main Pipe +/- 50' Offset	EA	1	10,000.00	10,000.00	
5.8	SS999-0000	Unspecified Work (Allowance)	LS	1	\$50,000	\$50,000	
Subtotal - Utilities - Sanitary (5.1-5.8)						157,300.00	
TOTAL (5.0)							

6.0	PC #	PC- Utilities - Potable Water					
6.1	PW331101-304-06P18	6" Dia. PVC C-900 DR18	LF	2900	58.00	168,200.00	
6.2	PW331101-309-9001	Adjust valve box to finished grade (in pavement)	EA	11	500.00	5,500.00	
6.3	PW-331101-501-0004	4" Dia. Offset Assembly < 50' PVC C-900 DR18 w/Reverse Deadman, (if needed)	EA	2	3,000.00	6,000.00	
6.4	PW331101-304-9004D	4" DIP Pipe (CL 350) Offset < 50' w/Reverse Deadman, (if needed)	EA	1	4,000.00	4,000.00	
6.5	PW-331101-501-0006	6" Dia. Offset Assembly < 50' PVC C-900 DR18 w/Reverse Deadman, (if needed)	EA	3	4,000.00	12,000.00	

6.6	PW331101-304-9006D	6" DIP Pipe (CL 350) Offset < 50 w/Reverse Deadman, (if needed)	EA	1	5,000.00	5,000.00
6.7	PW-331101-309-06RW515	6" RWGV & Box C 515	EA	4	8,000.00	32,000.00
6.8	PW-331101-314-75SS	3/4" Service Connection	EA	49	2,000.00	98,000.00
6.9	PW-331101-314-75LS	3/4" Service Connection with Sleeves long	EA	38	3,500.00	133,000.00
6.10	PW-331101-313-9001	Horizontal Adjustment of Potable Meter Box (> 6") (Remove, Relocate & Reconnect)	EA	1	5,000.00	5,000.00
6.11	PW331101-310-0001	Fire Hydrant Assembly w/valve	EA	5	15,500.00	77,500.00
6.12	PW331101-312-0606TV	Tapping Sleeve with 6" Valve	EA	3	6,500.00	19,500.00
6.13	PW331101-308-C153	DI Fittings C 153 (Compact Body)	TN	1.5	15,000.00	22,500.00
6.14	PW-331101-304-06PP	6" Pigging Port	EA	3	5,000.00	15,000.00
6.15	PW-331301-000-0206	Disinfection of H2O	EA	3	1,000.00	3,000.00
6.16	PW-999-0000	Unspecified Work (Allowance)	LS	1	\$150,000	\$150,000

Subtotal - Utilities - Potable Water (6.1 - 6.16) 756,200.00

7.0	PC #	PC- Utilities – Reclaim Water				
7.1	RW331101-501-0004	4" Dia. Offset Assembly < 50' PVC C-900 DR18 w/Reverse Deadman, (if needed)	EA	3	3,000.00	9,000.00
7.2	RW-331101-304-9004D	Offset Assembly 4" Dia. DIP w/Reverse Deadman, (if needed)	EA	1	4,000.00	4,000.00
7.3	RW-331101-501-0006	6" Dia. Offset Assembly < 50' PVC C-900 DR18 w/Reverse Deadman, (if needed)	EA	3	4,000.00	12,000.00
7.4	RW-331101-304-9006D	Offset Assembly 6" Dia. DIP w/Reverse Deadman, (if needed)	EA	1	5,000.00	5,000.00
7.5	RW331101-308-C153	DI Fittings C 153 (Compact Body)	TN	0.5	15,000.00	7,500.00
7.6	RW-331101-314-01LS	1" Reclaim Service adjustment, (if needed)	EA	15	1,000.00	15,000.00
7.7	RW-999-0000	Unspecified Work (Allowance)	LS	1	\$25,000	\$25,000

Subtotal - Utilities - Reclaimed Water (7.1 - 7.7) 77,500.00

PINELLAS COUNTY RESTORATION MARGUERITE, PRUITT & BAYSHORE

8.0	PC#	MISC. ITEMS				
8.1	350-0206	Driveway Restoration, 6" conc. in County ROW	SY	250	120.00	30,000.00
8.2	353-0102	Driveway Restoration, In Kind, Decorative Block	SY	250	50.00	12,500.00

8.3	522-0006	SIDEWALK, CONCRETE, 6"	SY	106	120.00	12,720.00
8.4	522-1004	Sidewalk Conc. 4"	SY	280	100.00	28,000.00
8.5	204-1000	8" Base Crush Conc for water main crossings	SY	200	30.00	6,000.00
8.6	575-0112	SOD	SY	1,000	9.00	9,000.00
8.7	999-0000	Unspecified Work (Allowance)	EA	1	\$10,000	\$10,000.00
Subtotal – Miscellaneous Items (8.1 - 8.7)						108,220.00
PINELLAS COUNTY TOTAL (5.0-8.0)						941,920.00
OVERALL CONSTRUCTION COST						6,998,157.49
OPTION A						
OP-A	Drainage Option Between Homes					
OP-A1	ConTech A2000		LF	1,110	110.00	121,000.00
Subtotal - Paving and Marking (OP-A1)						121,000.00
This option does not reflect on the lowest bidder grand total for the lowest bid						

THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM

PER SECTION III, ITEM 25, IF YOUR BID IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

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

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

Authorized Signature

Printed Name

Title

Name of Entity / Corporation

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this 24 day of March, 2025, by Anthony Cenuilo (name of person whose signature is being notarized) as the President (title) of Harbor Contracting LLC (name of Corporation/Entity), personally known to me as described herein X, or produced a _____ (type of identification) as identification, and who did / did not take an oath.



MATT FARHADI
Notary Public
State of Florida
Comm# HH482031
Expires 1/17/2028

Notary Public

Printed Name

My Commission Expires: 1/17/28

NOTARY SEAL ABOVE

PUBLIC ENTITY CRIMES AFFIDAVITDATE: 3/24/25**SWORN STATEMENT UNDER SECTION 287.133(3) (A), FLORIDA STATUTES****THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to CITY OF MADEIRA BEACH by Anthony Cenuilo, President (print individual's name and title) for Harbor Contracting LLC (print name of entity submitting sworn statement) whose business address is 13970 W Hillsborough Ave Tampa FL 33635 and, (if applicable) its Federal Employer Identification Number (FEIN) is 82- (if the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: 594748555).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 of the Florida Statutes, means a violation of any state or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the Statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" is defined in Section 287.133(1)(a), Florida Statutes, means:

(A) A predecessor or successor of a person convicted of a public entity crime; or

(B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applied to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate by placing a check in front of the statement which applies):

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

(Signature)
Authorized Signature

Anthony Cenilo
Printed Name

President
Title

Harbor Contracting LLC
Name of Entity / Corporation

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this 24 day of March, 2025, by Anthony Cenilo (name of person whose signature is being notarized) as the President (title) of Harbor Contracting LLC (name of Corporation/Entity), personally known to me as described herein X, or produced a _____ (type of identification) as identification, and who did / did not take an oath.



MATT FARHADI
Notary Public
State of Florida
Comm# HH482031
Expires 1/17/2028

My Commission Expires: 1/17/28

NOTARY SEAL ABOVE

(Signature)
Notary Public

Matt Farhadi
Printed Name



Memorandum

Meeting Details: September 10, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Interlocal Agreement with Pinellas County for Cooperative Emergency Procurements of Disaster Debris Collection & Monitoring and Management Services

Background

The City of Madeira Beach executed the original Interlocal Agreement (ILA) with Pinellas County for the use of countywide contracts for disaster debris removal and monitoring.

Due to rate increases by FDOT and Hillsborough County, Pinellas County was required to establish an emergency contract specific to Hurricanes Helene and Milton and adjust haul rates accordingly.

The 2023 ILA was not revised, as the intent was to provide each municipality with the flexibility to select its own monitors and haulers while still ensuring FEMA reimbursement eligibility.

However, without execution of the new agreement, haulers were not willing to operate in Pinellas County, instead choosing to deploy to other jurisdictions offering higher haul rates.

This agreement slipped by without being executed and is needed for FEMA reimbursement.

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 Between Pinellas County and the City of Madeira Beach.

Attachments

- Interlocal Agreement

INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS FOR
THE COOPERATIVE EMERGENCY PROCUREMENT 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 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 awarded multiple contracts for debris collection and removal as well as debris monitoring and management to Contractors as a result of COUNTY RFP Proposal Number **22-0617-P(AJM)** (“County Contract”); and

WHEREAS, on or about October 7, 2024, the State of Florida issued RFP H7129 for disaster debris and removal within Florida Department of Transportation District 7, which includes Pinellas County (“State Contract”); and

WHEREAS, pursuant to the State Contract, the unit price for loading and hauling vegetative debris from the right-of-way ("ROW") to the debris management site ("DMS") is \$14.98 per cubic yard, compared to loading and hauling of vegetative debris at \$7.68 per cubic yard under the County Contract; and

WHEREAS, pursuant to the State Contract, the unit price for loading and hauling construction and demolition debris ("C&D") from the ROW to the DMS is \$18.00 per cubic yard, compared \$7.68 per cubic yard for C&D collection and hauling under the County Contract; and

WHEREAS, on October 13, 2024, the State of Florida Division of Emergency Management issued DEM Order No 24-014 which, among other things, required the Parties to conduct "debris removal around the clock for the first 90 days or until the debris mission is complete" whereas the County Contract provided for a twelve (12) hour work day, absent approval from the Debris Manager; and

WHEREAS, as a result, the COUNTY and certain MUNICIPALITIES were unable to maintain disaster debris collection and hauling under the County Contract and on October 14, 2024, the County undertook a competitive emergency solicitation for disaster debris removal ("County Emergency Contract"); 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 INTENT OF THE PARTIES

It is the intent of the Parties that this interlocal agreement applies only to debris collected pursuant to COUNTY Contract Number 25-00029E Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations specific to debris related to Hurricanes Helene and Milton and subject to the State requirements and pricing set forth above.

SECTION 2 OBLIGATIONS OF THE COUNTY

2.1 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.

2.2 The scope of the work procured by the COUNTY as set forth in Section E of COUNTY Contract Number 25-00029E Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations to provide comprehensive disaster debris collection and removal services as and when required.

2.3 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.

2.4 The COUNTY will undertake or has undertaken procurement processes for the disaster debris monitoring and management services, for which municipal representatives participated or had the opportunity to participate.

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

2.6 Within thirty (30) days of execution of any contract(s) pursuant to the aforementioned procurement process, 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).

2.7 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).

2.8 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 3 OBLIGATIONS OF THE MUNICIPALITY

3.1 The MUNICIPALITY hereby endorses for itself the COUNTY's competitive procurement process and the County's emergency 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.

3.2 The MUNICIPALITY had the option and ability to review the COUNTY's procurement processes 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.

3.3 If the MUNICIPALITY decides to enter into an agreement with the Contractor(s) pursuant to the COUNTY's competitive procurement process or emergency procurement process, it will do so utilizing the Participation 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.

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

3.5 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.

3.6 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).

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

SECTION 4 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 5 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

[The remainder of this page was intentionally left blank]

SECTION 6 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 procurements 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 7 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 8 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

8.1 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.

8.2 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 9 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), COUNTY RFP Proposal Number 22-0601-P (Disaster Debris Monitoring and Management RFP), and/or COUNTY Emergency Contract 25-00029E Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations or any Party to a Participation Agreement from terminating that agreement in accordance with the termination provisions of those contracts.

SECTION 10 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 11 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 8.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: _____
Barry A. Burton
County Administrator

Legal review:

CITY OF MADEIRA BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:



Memorandum

Meeting Details: September 10, 2025 – Board of Commissioners Regular Meeting
Prepared For: Honorable Mayor Brooks and the Board of Commissioners
Staff Contact: Community Development Department
Subject: Ordinance 2025-17 (Ch. 14 - Florida Building Code References)

Background & Discussion:

The City's Code of Ordinances currently references specific editions of the Florida Building Code, NFPA Fire and Life Safety Codes, the International Property Maintenance Code, and the National Electrical Code. Each time these codes are updated, the ordinance must also be amended to replace outdated year or edition references. To streamline administration and maintain consistency with state law, staff drafted Ordinance 2025-17 (Ch. 14 - Florida Building Code References). This ordinance revises the language to reference these codes "as adopted and amended" by the State of Florida or the applicable standards organization. This approach ensures future code updates are automatically incorporated without requiring repeated ordinance changes.

Fiscal Impact:

No fiscal impact anticipated.

Recommendation(s):

City staff recommends the approval of Ordinance 2025-17 (Ch. 14 - Florida Building Code References)

Attachments/Corresponding Documents:

- Ordinance 2025-17 (Ch. 14 - Florida Building Code References)
- Ordinance 2025-17 Business Impact Estimate

ORDINANCE 2025-17

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTIONS 14-30, 14-31 AND 14-32 OF ARTICLE II. - TECHNICAL CODES AND STANDARDS OF CHAPTER 14 OF THE CITY OF MADEIRA BEACH CODE OF ORDINANCES TO REMOVE REFERENCES TO OUTDATED TECHNICAL CODES AND STANDARDS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff has reviewed the provisions of Article II. - Technical Codes and Standards in Chapter 14 of the Madeira Beach Code of Ordinances and recommends removing references to outdated technical codes and standards in Sections 14-30, 14-31 and 14-32; and

WHEREAS, City Staff is required to enforce the most current technical codes and standards; 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 Sections 14-30, 14-31 and 14-32 of Article II. - Technical Codes and Standards of Chapter 14 of the City of Madeira Beach Code of Ordinances shall be amended to read as follows:

Sec. 14-30. Administration of the Florida Building Code.

- (a) *Scope.* The city hereby adopts and incorporates by reference herein the Florida Building Code promulgated by the Florida Building Commission pursuant to Chapter 553, Part IV, Florida Statutes, as amended from time to time as well as Chapter 1 (Scope and Administration) ~~of the 2017 Florida Building Code (6th Edition)~~ of the Florida Building Code as may be amended from time to time. The provisions of this section shall govern the administration and enforcement of the Florida Building Code within the municipal limits of the city.
- (b) *Title.* The provisions of the following sections shall constitute and be known and be cited as the Florida Building Code, hereinafter known as "FBC."
- (c) *FBC remedial.*
- (1) *General.* The FBC is hereby declared to be remedial and shall be construed to secure the beneficial interests and purposes thereof, which are public safety, health and general welfare through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards attributed to the built environment including alteration, repair, removal, demolition, use and occupancy of buildings, structures or premises, and by regulating the installation and maintenance of all electrical, gas, mechanical and plumbing systems, which may be referred to as service systems.
- (2) *Quality control.* Quality control of materials and workmanship is not within the purview of the FBC except as it relates to the purposes stated herein.

- (3) *Permitting and inspection.* The inspection or permitting of any building, system or plan by the city under the requirements of the FBC shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. Neither the city nor any employee thereof shall be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting, unless the city employee is found to have acted in bad faith or with malicious purpose in a manner exhibiting wanton and willful disregard of the safety, health and welfare of the public.

Sec. 14-31. Technical codes adopted—Fire codes.

- (a) The National Fire Protection Association 1 (NFPA 1) Uniform Fire Code, most current 2021 edition, as adopted by the State of Florida, including appendices and annex thereto shall apply, as may be subsequently amended.
- (b) The National Fire Protection Association 101 (NFPA 101) Life Safety Code, most current 2021 edition, as adopted by the State of Florida, including appendices and annex thereto shall apply, as may be subsequently amended.

Sec. 14-32. Same—Uniform Code for the Abatement of Dangerous Buildings.

- (a) The International Property Maintenance Code, most current 2015 edition, as adopted and amended, promulgated by the International Code Council, shall be used for the minimum standards for maintenance of residential properties.

- (b) The National Electrical Code (NEC), most current 2008 edition, as adopted and amended, including appendices.
- (c) Uniform fire safety standards adopted pursuant to F.S. § 633.022 shall apply, as may be subsequently amended.
- (d) Florida Fire Prevention Code adopted pursuant to F.S. § 633.0215 shall apply, as may be subsequently amended.

Section 2. That this Ordinance shall become effective immediately upon its passage and adoption.

Section 3. For purposes of codification of any existing section of the City of Madeira Beach Code of Ordinances 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 4. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 5. 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 6. The Codifier shall codify the substantive amendments to the Code of Ordinances of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 7. 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:

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Madeira Beach's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE 2025-17

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTIONS 14-30, 14-31 AND 14-32 OF ARTICLE II. - TECHNICAL CODES AND STANDARDS OF CHAPTER 14 OF THE CITY OF MADEIRA BEACH CODE OF ORDINANCES TO REMOVE REFERENCES TO OUTDATED TECHNICAL CODES AND STANDARDS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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. Development orders and development permits as those terms are defined in Section 163.3164, Florida Statutes, and development agreements as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party;

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

- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. 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. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance removes references to outdated technical codes and standards.

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

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

It is not foreseen that the proposed ordinance would have a negative impact on private businesses. We are currently enforcing these requirements.

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

Since we already enforce these technical codes and standards, there would not be any additional impact from the proposed ordinance.

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

This ordinance would future proof Chapter 14 by making sure that the most current technical codes and standards will always be referenced.



Memorandum

Meeting Details: September 10, 2025 – Board of Commissioners Regular Meeting
Prepared For: Honorable Mayor Brooks and the Board of Commissioners
Staff Contact: Community Development Department
Subject: Building Permit Fee Waiver Extension Request

Background & Discussion:

At the request of the BOC at the previous workshop meeting, city staff were directed to draft a form to allow for property owners who will not yet be ready to submit plans by the September 26th deadline to still receive a waiver for building permit fees for hurricane-related work. A draft of the form has been attached to this memo.

Fiscal Impact:

There would be an impact of 1% of contract value per waiver extension request received before the September 26th deadline.

Recommendation(s):

City staff is requesting direction from the board on implementation.

Attachments/Corresponding Documents:

- Permit Fee Waiver Extension Request form
- ORD 2025-13



Building Permit Fee Waiver Extension Request

Email to ask@madeirabeachfl.gov with property address in the subject line

****This form must be submitted by 4:30 PM on September 26, 2025****

PROPERTY INFORMATION

Property Address: _____

Mailing address (if different): _____

Owner's Name (must be same as on September 26, 2024): _____

Trust/LLC Name (if applicable) (must be same as on September 26, 2024): _____

Phone: _____ Email: _____

INTENDED SCOPE OF FUTURE WORK

Please indicate your intended plan for the structure (must check one):

- ☐ Demolish or remove the existing structure and rebuild a new structure.
- ☐ Elevate the existing structure to comply with floodplain regulations
- ☐ Abandon the first floor of the structure and construct new elevated living space above the abandoned first floor
- ☐ Remodel/ Repair the existing structure under the FEMA 50% rule. "Should the damage be less than 50 percent of its current fair market value, then repairs may be made under the "grandfathered" zoning district regulations, provided that they shall be made within **18 months after such damage**. All repairs must be made to comply with current building codes and not be in violation of the provisions of the floodplain management regulations and other applicable codes of the city. In the event that the repairs have not been completed within 18 months, the structure shall not be further repaired or rebuilt, except in conformity with the entire requirements of this Code." (Sec. 110-93(3)c. of the City of Madeira Beach Code of Ordinances)

Additional comments (optional): _____

ACKNOWLEDGEMENT

Pursuant to Ordinance 2025-13, I acknowledge that building permit fees may only be waived for hurricane-related work if the current property owner is the same individual or entity that owned the property as of September 26, 2024. "After-the-Fact" building permit fees will still be required to be paid for any work that began prior to issuance of the required building permits. Other applicable fees, including but not limited to site plan review fees and impact fees, may also be assessed based on the scope of work.

Property Owner's Signature: _____ Date: _____

Printed Name: _____

ORDINANCE 2025-13

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

WHEREAS the City of Madeira Beach adopted Ordinance 2025-12 providing for the amendment of Fees and Collection and Procedures Manual; and

WHEREAS, the City Staff has reviewed the current provisions of the Fees and Collection Procedure Manual for the City of Madeira Beach and wishes to revise the same to provide for the changes to the rates for overnight parking and city development fees and reword certain development services; and

WHEREAS, the City Staff wishes to repeal Ordinance 2025-12.

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

SECTION 1. The Fees and Collections Procedures Manual be amended as attached in Exhibit A – FEES AND COLLECTION PROCEDURE MANUAL

SECTION 2. That the provision of this Ordinance shall be deemed severable. If any part of the Ordinance is deemed unconstitutional, it shall not affect the constitutionality of other portions of the Ordinance.

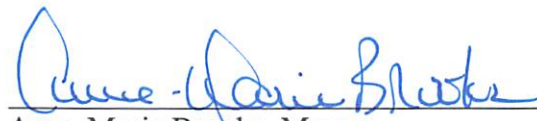
SECTION 3. That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be hereby repealed insofar as the same effect this Ordinance.

SECTION 4. That Resolution 2025-12 is hereby repealed.

SECTION 5. That this Ordinance shall be in full force and effect upon adoption in the manner provided by law.

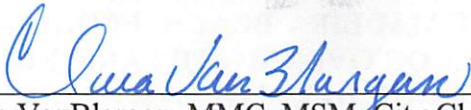
PASSED AND ADOPTED, following a first reading and public hearing, this 11th day of June 2025 by the Board of Commissioners of the City of Madeira Beach, Florida.




Anne-Marie Brooks, Mayor



ATTEST:


Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:


Thomas J. Trask, City Attorney

PASSED ON FIRST READING: May 14, 2025

PUBLISHED: May 21, 2025

PASSED ON SECOND READING: June 11, 2025



Exhibit A

Ordinance 2025-13



FEES & COLLECTION PROCEDURE MANUAL

(Updated Through **Ordinance ~~2024-22~~ 2025-13**)

**Office of the City Clerk
Adopted:**

FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE 2025-13)

INDEX

ARTICLE I. CITY CLERK'S OFFICE- FEES FOR INSPECTING AND COPYING PUBLIC RECORDS..... 4-6

- A. *What is a public record?* 4
- B. *Right of access to public records under reasonable conditions, F.S., Sec. 119.07(1)(a)* 4
- C. *Extensive requests pursuant to F.S. §199.07(4)* 5
- D. *Fees for inspecting and copying public records pursuant to F.S. §119.07(1)(a)* 5
- E. *Custodian of Public Records and Designated Custodians of Public Records* 6

ARTICLE II. DEVELOPMENT SERVICES 6-13

- A. *General Development Services Fee Structure* 6
- B. *Special Magistrate Hearings* 6
- C. *Alcoholic Beverage Permit Application* 7
- D. *Platting* 7
- E. *Vacation* 7
- F. *Site Plan and Redevelopment Process* 7
- G. *Zoning/Land Development Regulation Interpretations and Meetings* 8
- H. *Zoning Verification Letter* 8
- I. *Land Development Regulations Amendment* 8
- J. *Land Use Amendment* 8
- K. *Rezoning* 8
- L. *Planned Development (PD) and Plan Development Amendments* 8
- M. *Special Agreements* 9
- N. *Unaddressed Research Requests* 9
- O. *FEMA/Floodplain Ordinance Interpretations* 9
- P. *FEMA Verification Letter* 9
- Q. *Solicitor's Permit* 9
- R. *Short-term/Vacation Rental Certification* 9
- S. *Specific Site Plan Applications* 10
- T. *Building Permit Fee Schedule* 10
- U. *Impact Fee Schedule* 12

ARTICLE III. FINANCE DEPARTMENT 13-14

A. Credit Card Transaction Convenience Fee	13
B. Indebtedness Search	13
C. Returned/unfunded/worthless checks	13
D. Recording of Documents	13
E. Parking Fines and Penalties.....	13
F. Special Event Parking Permit.....	13
G. Business Parking Permit.....	14
H. Parking meters city-wide <u>City-wide Parking Rate</u>	14
I. Festival Parking	14
J. Parking Fee Amendment Resolution	14

ARTICLE IV. FIRE DEPARTMENT 14-15

A. Fire& Life Safety Inspection.....	14
B. Fire Plan Review and Correlated Inspection	15
C. CPR Classes.....	15
D. Fire Engine Rental for Fire System Testing and/or Certification.....	15
E. Special Event Fee.....	15
F. Short Term Vacation Rental Inspection – Annual	15

ARTICLE V. PARKS & RECREATION 15-20

A. Recreation	15
B. Recreation Center and City Hall Rentals.....	16
C. Park & Pavilion Rentals	17
D. Athletic Field Rentals.....	18
E. Wedding Permits.....	19
F. Special Events.....	19

ARTICLE VI. PUBLIC WORKS20-26

A. Trash, Recycling, and Garbage.....	20
B. Stormwater Utility Management	22

ARTICLE VII. MUNICIPAL MARINA 26-28

A. Vessel Inspections	26
B. Madeira Beach Municipal Marina Fees.....	26

ARTICLE I. CITY CLERK'S OFFICE- FEES FOR INSPECTING AND COPYING PUBLIC RECORDS

(Res. 2016-24, 07/12/2016; Res. 2013-50, 10/08/2013; Res. 09.10, 09/21/2009; Res. 04.02, 01/27/2004; ORD. 2018-03; 06/12/2018; Ord. 2019-06); Ord. 2020-04; Ord. 2021-12 05/12/21

SECTION A. What is a public record?

Section 119.11 (12), F.S., defines "public records" to include:

"all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency."

The Florida Supreme Court has interpreted this definition to encompass all materials made or received by an agency in connection with official business which are used to perpetuate, communicate, or formalize knowledge. *Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc.*, 379 So. 2d 633, 640 (Fla. 1980).

All such materials, regardless of whether they are in final form are open for public inspection unless the Legislature has exempted them from disclosure.

Wait v. Florida Power & Light Company, 372 So. 2d 420 (Fla. 1979)

SECTION B. Right of access to public records under reasonable conditions, F.S., Sec. 119.07(1)(a):

"Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time under reasonable conditions and under supervision by the custodian of the public records."

The term "reasonable conditions" as used in Sec. 119.07(1)(a), F.S., "refers not to conditions which must be fulfilled before review is permitted but to reasonable regulations that would permit the custodian of the records to protect them from alteration damage, or destruction and also to ensure that the person reviewing the records is not subjected to physical constraints designed to preclude review." *Wait v. Florida Power & light Company*, 372 So. 2d 420. 425 (Fla. 1979). See also *Chandler v. City of Greenacres*, 140 So. 3d 1080, 1084 (Fla. 4th DCA 2014) (noting the narrow interpretation of the phrase "reasonable conditions"); and *Tribune Company v. Cannella*, 458 So. 2d 1075, 1078 (Fla. 1984), *appeal dismissed sub nom.*, *DePerte v. Tribune Company*, 105 S.Ct. 2315 (1985) (the sole purpose of custodial supervision is to protect the records from alteration, damage, or destruction).

Accordingly, the "reasonable conditions" do not include a rule or condition of inspection which operates to restrict or circumvent a person's right of access. AGO 75-50. "The courts of this state have invalidated measures which seek to impose any additional burden on those seeking to exercise their rights to obtain records" under Ch. 119, F.S. inf. op. to Cook, May 27. 2011. And see *State v. Webb*, 786 so. 2d 602 (Fla. 1st DCA 2001) (requirement that persons with custody of the public records allow records to be examined "at any reasonable time, under reasonable conditions" is not unconstitutional as applied to public records custodian who was dilatory in responding to public records requests).

A public records request "shall provide sufficient specificity to enable the custodian to identify the

requested records. The reason for the request is not required to be disclosed." Fla. R. Jud. Admin 2.420(m)(l). The custodian "is required to provide access to or copies of records but is not required either to provide information from records or to create new records in response to a request." *Commentary, In re Report of the Supreme Court Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002). The custodian having custody of the records shall determine whether the requested records are subject to the rule, whether there are any exemptions, and the form in which the record is provided. Fla. R. Jud. Admin. 2.420(m)(2). If the request is denied, the custodian shall state in writing the basis for the denial. *Id.*

SECTION C. Extensive requests pursuant to F.S. §199.07.(4).

Sec. 119.07(4)(d), F.S., provides, "[i]f the nature or volume of public records requested to be inspected or copied pursuant to this subsection is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required or both."

If a public records request requires an extensive use of the City's resources, a special service charge may be imposed. Special service charges will be calculated based upon the City's actual cost of burden, (wages, taxes, insurance, and benefits), for the lowest paid personnel capable of fulfilling the request.

Large volume of records requested. Deposits are based upon an actual estimate of the cost of production, with a minimum of 50% due before production of the records begins.

SECTION D. Fees for inspecting and copying public records pursuant to F.S. §119.07(1)(a).

Public records held by the City are open to inspection by any person, during reasonable times and under reasonable circumstances. Although Florida law makes some records exempt or confidential, the City wishes to make all non-exempt records available to the public at no cost provided the request to inspect or copy records does not involve an extensive use of City personnel or other resources.

(1) One-sided copy, each page	\$0.15
(2) Two-sided copy, each page	\$0.20
(3) Certified copy, each page	\$1.00
(4) Notary Public Fee	\$5.00
Pursuant to F.S. §117.05(2a); the fee of a notary public may not exceed \$10.00 for any one notarial act, except provided in Sec. 117.045.)	

****For all other requests, the fee prescribed for duplication of public records shall represent the actual cost of duplication.***

For purposes of this sections, "Duplicating" means the process of reproducing an image or images from an original to a final substrate through the electrophotographic, xerographic, LED, inkjet or dye sublimation, laser, or offset process or any combination of these processes, by which an operator can make more than one copy without rehandling the original.

SECTION E. Custodian of Public Records and Designated Custodians of Public Records**CUSTODIAN OF PUBLIC RECORDS**

Clara VanBlargan, MMC, MSM, City
 Clerk cvanblargan@madeirabeachfl.gov
 Phone (727) 391-9951, ext. 231

RECORDS CUSTODIANS

The Records Custodian of each department are designated by the City Clerk. The records custodian of their department shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time under reasonable conditions and under supervision by the custodian (supervisor) of those public records to be inspected or copied. Although, the custodian "is required to provide access to or copies of records they are not required either to provide information from records or to create new records in response to a request." *Commentary, In re Report of the Supreme Court Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002), and shall determine if the requested records are subject to the rule, whether there are any exemptions, and the form in which the record is provided. Fla. R. Jud. Adm. in. 2.420(m)(2). If the request is denied, the custodian shall state in writing the basis for the denial. *Id.*

A list of designated department Records Custodians is posted in each department and on the City's website.

ARTICLE II. DEVELOPMENT SERVICES**A. General Development Services Fee Structure:**

It is the intent of the City that all development review costs be borne by the beneficiaries. The initial nonrefundable fee will be required at the time an application is submitted. Costs for review services including personnel, consulting or material will be charged against the account of each application. ~~At such time as costs meet the value of the submitted fee, all review activities will be suspended until the applicant submits an additional fee in an amount equal to the initial fee. Unused fee amounts beyond the initial nonrefundable fee will be reimbursed at issuance of the Certificate of Occupancy (CO). The cost of required advertising and mailing for major site plans, land use or zoning amendments will be charged separately and paid prior to the scheduling, advertising, or preparation of mailed notice for public hearings and/or meetings. These fees do not include costs associated with the developer's conduct of neighborhood/community meetings which will be the financial responsibility of the developer.~~ This policy applies to all the fees of this section.

B. Special Magistrate Hearings. Fees for Special Magistrate Hearings shall be as follows:

(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 05.20, 09/14/2005; res. 04.08, 06/22/2004, Ord. 936, §1, 02/20/2001; Ord. 953, §2, 11/13/2001; Code 1983, §19-502)

- (1) Zoning variances for residential dwelling units (~~per variance, up to three units~~ one- and two-family dwellings, and townhouses)\$1,800.00
- (2) Zoning variances for multifamily, tourist dwellings, or commercial.....\$2,000.00

- (3) Special exception use\$1,800.00
- (4) Appeal of decision (appeal is refundable if decision is overruled).....\$1,500.00
- (5) After-the-fact variance and special exception use (double fee)~~\$3,600.00~~
shall be two (2) times the variance or special exception use fee (Ordinance 2016-06)
- (6) Conversion of a nonconforming non-habitable area into a habitable area\$1,000.00
- C. *Alcoholic Beverage Permit Application Fee*.....~~\$1,000.00~~ ~~800.00~~
 (Res. 2012-14, 09/05/2012)

D. *Platting.*

(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

- (1) Review of construction drawings\$500.00
- (2) Replat\$500.00
- (3) Final\$500.00
- (4) Amendment to a plat\$500.00
- (5) Minor subdivision.....\$350.00
- (6) Lot line adjustments.....\$200.00
- (7) Unity of title\$100.00
- (8) Rescission of unity of title\$250.00

E. *Vacation. (Not including costs associated with referendum)*

(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

- Right-of-way (as approved by referendum)\$1,500.00
- Easement (as approved by referendum when required)\$1,500.00

F. *Site Plan and Redevelopment Process*

Level of site plan review to be determined in accordance with city land development ordinance and interpreted by development review staff.

(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

- (1) Minor Site Plan Review~~\$300.00~~ ~~300.00~~ \$500.00
- (2) Intermediate Site Plan Review.....\$1,000.00
- a. First Review Site Plan Submittal.....\$1,000.00
- (3) Major Site Plan Review.....\$2,000.00

- a. First Review Site Plan Submittal\$2,000.00
- (4) Administrative Waiver\$500.00
- (5) Nonconforming structure encroachment, extension and additions (Sec 110-93(3)f)...\$1,000.00
- G. Zoning/Land Development Regulation Interpretations and Preliminary plan meetings – Base Fee ~~\$100.00~~
250.00

Interpretation of ~~land development~~ regulations such as ~~number of legal units existing on a property the land development regulations, intensity and density~~, nonconforming provisions, ~~floodplain regulations, Florida Building Code~~, subdivision regulations, and/or ~~Planning, Zoning or~~ Predevelopment review meetings. Such services would include up to one hour of meeting and or research of applicable development city staff or consultant(s) ~~the Planner and can include the preparation of a written interpretation~~. Time required above an hour or requiring the participation of additional staff, shall be charged at the rate of \$100 per hour, the employees' hourly rate plus benefits on a time for time basis. On-site consultation with planner, building official, permit technician, or Certified Flood Plain Manager (as needed; by request) requires an additional fee of \$100.00. Any formal letter prepared by city staff requires an additional fee of \$100.00.

- H. Zoning and/or Floodplain Verification Letter\$100.00

Includes one hour of research. Additional time will be charged at the employee's hourly rate plus benefits. Additional research time shall be charged at the rate of \$100 per hour.
(Res. 2016-24, 07/12/2016)

Verification in writing (formal letter on City stationary) as to the property's zoning. This includes a copy of the related district regulations. Such letters are often requested by realtors for property closings.

- I. Land Development Regulations Amendment\$1,500.00
(Res. 2016-24, 07/12/2016)
- J. Land Use Amendment\$3,000.00
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)
- K. Rezoning\$2,000.00
(Res. 07-14, 06/26/2007)
- L. Planned Development (PD) and Planned Development Amendments. (Res. 07.14, 06/26/2007)
- (1) Development Meetings-Charged as Plan Review Meetings at the combined hourly rate of all staff assigned by the Community Development Planning Director.
- (2) Plan Review\$2,500.00
- a. Each Subsequent Revision.....\$500.00
- b. Preliminary Plan and Standards Review\$1,500.00
- c. First Plan and Standards Plan Review\$2,500.00
- d. Each Subsequent Submittal\$500.00
Plus hourly rate of assigned staff
- (3) Minor modifications not requiring full site plan, neighborhood/community meetings or zoning

- map amendment or amendment of the **planned** development agreement\$1,000.00
- (4) Major modifications.....To be charged by the full rate for a new Planned Development.
- (5) Development Agreements..... Application fee of \$500.00 and charges will include all staff and consulting time at hourly rates plus benefits and will be paid prior to execution of the Development Agreement Ordinance.
- M. *Special Agreements (for Development Agreements, see Section L)*
(Res. 10.12, 07/20/2010; 07.14, 06/26/2007)
- (1) For Board of Commissioner's Approval.....\$500.00
- *Plus, City Attorney's legal and recording fees; i.e. encroachment(s); use of City parking area, etc.*
- (2) For Administrative Review and Approval.....all staff hourly rates, legal and recoding fees
- N. *Unaddressed Research Requests – Base Fee* \$100.00
- O. ~~FEMA/Floodplain Ordinance Interpretations and Reviews–Interpretation Base Fee~~ ~~\$100.00~~
- ~~Interpretation of the City's Floodplain Ordinance beyond the verification of the specific flood zone and the basic requirements related to that zone. Such request would include up to one hour of research and include the preparation of a written interpretation. Additional research time shall be charged at the rate of \$100 per hour.~~
- ~~Building Plan Review Base Fee of \$50 or 10% of any building permit fee of over \$1,000, whichever is greater plus \$100 additional fee for any revisions to signed and sealed plans or for site changes.~~
- P. ~~FEMA Verification Letter~~ ~~\$100.00~~
- ~~Verification of FEMA flood zone in writing (formal letter on city stationery) (Res. 2016-24; 07/12/2016)~~
- Q. ~~Solicitor's Permit (Res. 07.23, 12/11/2007)~~
- (1) ~~Permit for any business with current Local Business Tax Receipt (BTR)~~ ~~\$10.00~~
- (2) ~~Permit for any business without current BTR~~ ~~\$100.00~~
- a. ~~For each additional person participating without a BTR~~ ~~\$20.00~~
- R. *Short-term/Vacation Rental Certification Certificate of Compliance* \$300.00
- S. *Specific Site Plan Applications*
- (1) Dog Dining Request\$75.00
- A fee of \$75.00 shall be required for both the initial application and subsequent annual renewals requesting to allow dogs in specified outdoor area(s) of a food service establishment during operating hours. This fee shall offset the City's cost to administer, review and inspect such request. This fee shall apply only to pet dogs, service animals are already permitted within business*

establishments by law.

- (2) ~~Sign, Murals, Banners.....\$75.00~~
Outdoor Cafes on Public Sidewalk Request.....\$175.00

T. Building Permit Fee Schedule.

The following building permit fee schedule shall be used when issuing a permit for any type of construction including, but not limited to, the following: Commercial, Residential, Single Family or Multi-Family for Building, Mechanical, Plumbing, Gas, Fire Roofing, Swimming Pools, Aluminum Structures, Interior or Exterior remodeling, Accessory Structures, Additions, Fuel Tanks, Alarms, Sprinklers, Driveways, Signs, Docks, Seawalls, Walls and Fences, Sheds, Infrastructure or Excavation, or any other type of construction under the Florida Building Code.

(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016)

- (1) Residential and Commercial (NON-REFUNDABLE) permit plan review deposit fee
 a. ~~Value of \$2,499 or less.....\$50.00~~
 b. ~~Value of \$30,000-\$2,500 or more..... 25% of total permit fees -value (minimum \$50)~~

The application plan review fee shall be collected at the time of the submitted permit application. This shall be a non-refundable plan review application fee in addition to any other applicable fees listed in Article II, Section I (Building Permit Fee Schedule).

Definitions of "residential" and "commercial" are based on the ~~2017-2020~~ current Florida Building Code~~z~~.

~~"Residential building" shall mean any "one-and-two-family dwelling" or portion thereof, including "townhouses", that is used, or designed or intended to be used for human habitation, for living, sleeping, cooking, or eating purposes, or any combination thereof, and shall include accessory structures thereto.~~

~~"Commercial": for this code, all buildings that are not included in the definition of "residential buildings."~~

- (2) ~~EXPRESS Permit—issued same day (plus any additional applicable fees).....\$50.00~~
- (3) Valuation Fee: One Percent (1%) of the Total Project Value, which includes both materials and labor and other related fees). Zero Percent (0%) of the Total Project Value for all Hurricane Helene and Hurricane Milton permit fees for work involving the interior and/or the exterior demolition, repairs, and/or new construction which includes both materials and labor and other related fees resulting from damage by both listed Hurricanes until September 26, 2025. The zero percent (0%) permit fee for Hurricane Helene and Hurricane Milton (2024) permits only applies if the property has not been sold since September 26, 2024, if the property has a new owner since September 26, 2024, then the one percent (1%) permit fee is in effect.

The Board of Commissioners may vote to temporarily charge zero percent (0%) post-disaster permit fees and must include a start and end date.

- (4) Florida Surcharge Fee: The Building Permit fee as required by Florida Law, a total of two and one-half (2½%) percent per permit. A minimum of four dollars for the Building Permit Fees.*
- (5) ~~Pre-Permit Plan Review Fee: All plan review fees for large "commercial and residential" building permits including one and two family dwellings, townhouses, multifamily units and all commercial projects shall be:~~
- a. ~~One and two family dwellings & townhouses\$250.00~~
 - b. ~~Multifamily units & commercial projects\$500.00~~
 - c. ~~FEMA-SI/SD projects\$250.00~~
 - d. ~~Minimum fee\$100.00~~
- (6) ~~Re-examination of plans due to corrections, changes, or alterations, prior to or after permit issuance.~~
- a. ~~Plan revisions (Minor, 2,499 sq. ft. or less)\$100.00~~
 - b. ~~Plan revisions (Large) greater than (>) 2500 sq. ft.\$250.00~~
- (7) Miscellaneous Fees:
- a. Certificate of Occupancy and/or Certificate of Completion\$50.00
 - b. ~~Letters of Determination (e.g., flood, building, etc.)\$50.00~~
 - c. Change of contractor (all trades)\$50.00
 - d. Change of use or occupancy\$50.00-100.00
 - i. Additional research time over one hour shall be charged at the rate of \$100 per hour.
 - e. Demolition of structure:
 - i. ~~Demolition base fee (up to 5,000 sq)\$100.00-200.00~~
 - ii. Structures over 5,000 sq. ft\$250.00-500.00
 - f. Early release of power (before electrical final)\$50.00
 - g. ~~Moving of structure\$100.00~~
 - h. Permit extension (per extension)\$50.00
 - i. Transfer of Permit\$50.00
 - j. Private provider permit fee permit fees reduced by 10%, not to exceed a maximum reduction of \$10,000.00 per permit. Permit fee for applications performed by an outside entity:
The permit fee for an application when the Building Official has approved the request of the applicant to have an outside entity, contracted by the applicant, perform the required inspections shall be:
 - i. ~~Fee per sq. ft. of the proposed structure\$1.00~~
 - ii. ~~Minimum fee, (plus any applicable fees)\$50.00~~
 - k. ~~Red tags and/or f Failed inspection(s) (per tag/inspection)\$50.00~~
 - l. ~~Replacement of placard card (per placard card)\$25.00~~
 - m. ~~Special consultation with Building Official (as needed; by request)\$100.00~~
 - n. ~~FEMA Floodplain or damage pre-permit inspection, Fire or Structural (Includes Trades), and Building Code, Life & Health Safety\$100.00-150.00~~
 - o. ~~Building Code, Life & Health Safety inspection\$100.00~~
 - p. After hours inspection (beyond normal business hours)\$250.00

q. <u>Tagged property (yellow or red) and s</u> Stop-work order (<i>per order</i>)	\$50.00 100.00
r. <u>Temporary power pole</u>	\$50.00
s. <u>Tent permit</u>	\$25.00
t. <u>Tree removal permit</u>	\$50.00
u. Well/Test boring <u>and abandonment</u> application.....	\$100.00
v. <u>Each additional boring on same site</u>	\$20.00
w. Building Safety/Milestone Report Review Fee	\$250.00

(8) "After the Fact" permit fee:

- a. Shall be five (5) times the face value of the permit valuation fees.
- b. Any subsequent "After-the-fact" permit issued to the same Contractor, Property Owner and/or Homeowner within the following (12) months shall be ten (10) times the normal fees.
- c. Post-Disaster After-the-Fact Permit Fee: Post-disaster permits may be issued at zero percent (0%) permit fee (no fee) when approved by the Board of Commissioners (see T.(3)). However, any post-disaster work started without a permit—even if the permit would otherwise be free—will be charged a penalty of five (5) times the standard permit fee.

(9) Refunds. NO refunds on permits unless such permit was issued in error in part of the City. There shall be no refund of fees if work commences or of the permit is 90 days or older.

(10) Miscellaneous items. At the discretion of the Building Official, all construction related activities that do not qualify under one of the trades (Building, Mechanical, Electrical, Plumbing, and others) may be classified as miscellaneous. A permit for such activity may or may not be required at the discretion of the Building Official. An appropriate related fee shall be set by the Building Official for such miscellaneous permit.

(11) Rental inspection fees (4 units or less)

a. Initial application.....	\$40.00
b. Biennial license renewal.....	\$15.00
c. Initial inspection (<i>per unit</i>)	\$50.00
d. Biennial inspection (<i>per unit</i>)	\$70.00
e. Re-inspection fee (<i>per inspection</i>).....	\$100.00

Re-inspection fee for every inspection after second if failure to correct violation(s) is due to owner/manager negligence.

- f. Penalties: Ten percent (10%) penalty for failure to submit a timely renewal fee during first month of delinquency; an additional five percent (5%) penalty for each month of delinquency thereafter.

U. Impact Fee Schedule

Impact fees were adopted beginning on April 1, 2022, and impact fees are updated annually beginning October 1st each year through fiscal year 2028 in accordance with the schedule below, based on the

following amount per sq ft of building area*:

Category or Class	Calculated fee rate multiply by building area						
	FY 2022	FY 2023	FY 2024	FY 2025	FY202 6	FY 2027	FY 2028
Culture & Recreation	\$3.57	\$4.76	\$5.94	\$7.13	\$8.23	\$9.52	\$11.89
Mobility	\$0.45	\$0.60	\$0.75	\$0.90	\$1.05	\$1.20	\$1.50
Public Safety	\$0.18	\$0.24	\$0.30	\$0.36	\$0.42	\$0.48	\$0.60
Total	\$4.20	\$5.60	\$6.99	\$8.39	\$9.70	\$11.20	\$13.99

**Building area refers to the enclosed area of buildings measured in square feet within the city according to the Pinellas County Property Appraiser as provided in the field TOTLVGAREA in the Pinellas County Property Appraiser's Geographic Information System.*

ARTICLE III. FINANCE DEPARTMENT

- A. *Credit Card Transaction Convenience Fee* An amount suitable to recover card processing fees charged to the City.
- B. *Indebtedness Search*.....\$50.00
- C. *Returned/unfunded/worthless checks*..... Pursuant to F.S. §68.065(2)
- D. *Recording of Documents:*
- (1) First Page\$10.00
- (2) Each Additional Page \$8.50
- E. *Parking fines and penalties.* Parking fines and penalties shall be as follows:
(Res. 06.29, 11/28/2006; Res. 04.09, 08/10/2004; Code 1983, §5-19; City Ord 2022-23)
- (1) Overtime Parking\$60.00
- (2) Double Parking.....\$80.00
- (3) Parking in a "NO PARKING" Zone\$90.00
- (4) Other Improper Parking.....\$90.00
- (5) Delinquency Fee (After 15 Days).....\$30.00
- (6) Disabled Parking Permit Sec. 66-52(c), Code of Ordinances
- Note: A Parking enforcement officer can ticket every hour for repeat violations.
- F. *Special event parking permit (daily permit)*\$35.00
Special event parking permits and road closure fees established for specified events are listed below with additional events authorized by the City Manager.
(Res. 2014-20, 05/13/2014)
- | | |
|---|---|
| Johns Pass Seafood Festival
Memorial Day | The Fourth of July
Additional event days as authorized
by the BOCC by resolution. |
|---|---|
- G. *Business Parking Permit (up to 4 permits/month/Business) per month*\$40.00
Permit for any business with current Local Business Tax Receipt (BTR).
- H. ~~Parking meters city-wide~~City-wide Parking Rate \$4.00/hr
(minimum)
- I. *Overnight Parking*..... ~~\$96.00~~\$72.00/day
up to 7 days. Selective Surface Parking lots from 130th to Kitty Stuart Park.

- J. *Festival Parking.* The City Manager maintains the right to designate festival parking rates for designated special events at his/her discretion. Each special event is subject to review.
- K. *No operator of a vehicle shall park a vehicle on dirt, grass or landscaped city rights-of-way, medians, swales, or similar areas. The city manager, or designee, may waive this prohibition on a temporary basis where it is determined that such waiver is necessary.*
- L. *Parking Fee Amendment Resolution.* In order to adjust parking fees as may be needed due to environmental, economic, or other conditions that may occur during the fiscal year, parking fees can be waived, decreased, or increased at any time during the fiscal year by Resolution of the Board of City Commissioners.

**Note/Clarification: Due to the parking ~~meter~~ fee increasing from \$4.00 per hour, the minimum charge for credit cards for half the time or thirty minutes is now \$2.00.*

(Res. 04.09, 08/10/2004; Res. 04.02, 01/27/2004)

ARTICLE IV. FIRE DEPARTMENT

A. *Fire & Life Safety Inspection*

- (1) Places of Assembly (Posted Occupant Load):
 - a. Up to 49 People.....\$50.00
 - b. 50 –149 People\$100.00
 - c. 150 People or More\$150.00
- (2) Residential structures, hotel/motel, timeshare, rentals/resort rentals (5 units or greater)
 - a. 5 –10 Units.....\$100.00
 - b. 11 –20 Units.....\$150.00
 - c. 21 –49 Units\$200.00
 - d. 50 or More Units\$350.00
- (3) Automotive and/or Marine Service or Storage Facilities\$200.00
- (4) Automotive and/or Marine Fueling Facilities.....\$200.00
- (5) Standalone Single Business:
 - a. Up to 2,499 sq. ft\$50.00
 - b. 2,000 or more sq. ft\$100.00
- (6) Multiple Commercial/Businesses:
 - a. Unoccupied, per suite\$25.00
 - b. Occupied, per suite.....\$50.00
- (7) Storage Facilities
 - a. Up to 4,999 sq. ft\$100.00
 - b. 5,000 or more sq. ft\$200.00

- (8) Subsequent Fee for Each Return Inspection for Compliance\$30.00
- (9) Fire Department Red Tag/Stop Work Order\$50.00
- B. Fire Plan Review and Correlated Inspection(s)**
 - (1) For Site Plans and Building Plans\$0.05/sqft
 - (2) Other fire plans review (fire alarm, fire suppression, etc.)\$250.00
 - (3) Failed inspections(s) (per each inspection)\$50.00
- C. CPR Classes.**
 - (1) Resident\$25.00
 - (2) Non-resident.....\$50.00
- D. Fire Engine Rental for Fire System Testing and/or Certification.**
 - (1) First 4 Hours.....\$1,000.00
 - (2) Each Additional Hour\$250.00
(Res. 08.10, 09/23/2008)
- E. Special Event Fee**
 - (1) Fire Rescue Special Event (per Hour)\$125.00
 - (2) Equipment Service Fee; Fuel, Oil, Maintenance, etc. (per unit per day)\$50.00
 - (3) Special Event Inspection; Cooking Tents, Food Trucks, etc. (per event)\$100.00
- F. Short Term Vacation Rental Inspection - Annual (Air BNB, VRBO, etc.)..... \$100.00**

ARTICLE V. PARKS & RECREATION

(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016; Res. 2015-21, 08/11/2015; Res. 2015-09, 03/10/2015; Res. 2014-53, 12/10/2014; Res. 10.05, 03/23/2010; Res. 09.09, 09/21/2009; Res. 07.14, 06/26/2007; Res. 05.20, 09/14/2005; Res. 06.23, 09/13/2005; Code 1983 §19-508)

- A. Recreation.**
 - (1) Adult Sports Registration:
 - a. Rate determined by sport, competitive analysis, and cost recovery.
 - i. Resident/Non-Resident Pricing model will be utilized.
 - (2) Youth Sports
 - a. Rate determined by sport, competitive analysis, and cost recovery.
 - i. Resident/Non-Resident Pricing model will be utilized.
 - (3) After-School Program (will take effect August 1, 2020):
 - a. Resident (*daily*) \$9.00

- b. Non-Resident (*daily*) \$12.00
- c. City Employee (*daily*) \$9.00

(4) Summer Camp Program:

- a. Resident Rate by Session:
 - i. Session 1 \$500.00
 - ii. Session 2 \$500.00
 - iii. Full Summer Session \$1,000.00
 - iv. Individual Weekly Rate \$150.00
- b. Non-Resident Rate by Session:
 - i. Session 1 \$625.00
 - ii. Session 2 \$625.00
 - iii. Full summer session..... \$1,250.00
 - iv. Individual weekly rate \$200.00
- c. City Employee Free

(5) Fitness Classes

- a. Contracted Recreation Instructors will agree to a 75% and 25% contract split with the City for their services.
- b. Recreation Director may negotiate class rate based upon needs/uses of recreation facilities as well as class supply requirements.

B. Recreation Center and City Hall Rentals.

(Res. 2016-24, 07/12/2016; Res. 2015-21, 08/11/2-15; Res. 2014-53, 12/20/2014)

- (1) Monday – Thursday rental period. Rental hours must include set-up and breakdown for all vendors and guests. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. The 6.5% sales tax is included in hourly rates. Deposits may be refunded within thirty (30) days of an event.

- a. Recreation Center Rooms (security deposits are refundable)
 - i. Full Recreation Center (all rooms) (*security deposit \$400.00*) \$300.00/hr.
 - ii. Boca View Hall (*security deposit \$200.00.00*) \$100.00/hr.
 - iii. Ocean Walk Room (*security deposit \$200.00*) \$50.00/hr.
 - iv. Starboard Room (*security deposit \$200.00*) \$50.00/hr.
 - v. Outside Deck (*security deposit \$400.00*) \$100.00/hr.
 - vi. Boca View Hall & Outside Deck (*security deposit \$400.00*) \$150.00/hr.
 - vii. Setup/breakdown Fee- *Up to 2 hours before and 2 hours after* \$50.00/hr.
- b. City Hall Rooms (security deposits are refundable)
 - i. City Centre Room (*security deposit \$400.00*) \$200.00/hr.
(*includes use of outside deck & restrooms*)
 - ii. Commission Chambers* (*security deposit \$200.00*) \$200.00/hr.

***ONLY as a backup space for outside reservations negatively impacted by weather.**

- c. Resident Discount- applied to hourly rental rates 20% discount.

(2) Friday – Sunday rental period. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. The 6.5% sales tax is not included in hourly rates. Security deposit may be refunded within thirty (30) days following an event.

- a. Recreation Center Rooms (security deposits are refundable)
 - i. Full Recreation Center (*all rooms*) (security deposit \$400.00) \$350.00/hr.
 - ii. Boca View Hall (security deposit \$200.00) \$150.00/hr.
 - iii. Ocean Walk Room (security deposit \$200.00) \$75.00/hr.
 - iv. Starboard Room (security deposit \$200.00) \$75.00/hr.
 - v. Outside Deck (security deposit \$200.00) \$125.00/hr.
 - vi. Boca View Hall & Outside Deck (security deposit \$400.00) \$250.00/hr.
 - vii. Setup/breakdown Fee – Up to 2 hours before and 2 hours after \$50.00/hr.
- b. City Hall Rooms (security deposits are refundable):
 - i. City Centre Room (security deposit \$400.00) \$250.00/hr.
(includes use of outside deck & restrooms)
 - ii. Commission Chambers* (security deposit \$200.00) \$250.00/hr.

***ONLY as a backup space for outside reservations negatively impacted by weather.**

- c. Resident discount on hourly rates.

(3) Set-up and Cleaning Fees (*per location*):

- a. Less than 50 attendees \$100.00
- b. 50+ attendees \$200.00

C. Park & Pavilion Rentals

(Res. 2016-24, 07/12/2016; Res. 2015-09,03/10/2015)

(1) Archibald Park

- a. Pavilion rental for four (4) hours (each additional hour is \$25.00/hour):
 - i. Resident \$100.00
 - ii. Non-Resident \$200.00
- b. Sand Volleyball Court Rental for four (4) hours (each additional hour is \$25.00/hour):
 - i. Resident \$25.00
 - ii. Non-Resident \$50.00

(2) John's Pass Park:

- a. Pavilion rental for four (4) hours (each additional hour is \$25.00/hour):
 - i. Resident \$100.00
 - ii. Non-Resident \$200.00

(3) Splash Pads Rentals

- a. Resident Rates
 - i. Splash Pad (2 Hours) \$100.00
 - ii. Splash Pad w/ Tables & Chairs on Patio (2 Hours) \$200.00
- b. Non-Resident Rates

- i. Splash Pad (2 Hours) \$150.00
- ii. Splash Pad w/ Tables & Chairs on Patio(2 Hours) \$250.00

D. Athletic Field Rentals

(Res. 2016-24, 07/12/2016; Res. 2014-53, 12/10/2014)

(1) Hourly resident rates by facility (6.8% Sales Tax NOT included)

- a. Softball Field \$25.00
- b. Soccer Field..... \$25.00
- c. Basketball Court \$5.00
- d. Tennis Court \$5.00
- e. Field Preparation and Lining (softball)..... \$45.00
- f. Field Preparation and Lining (football/soccer) \$25.00
- g. Attendant Fee (per staff member)..... \$25.00
- h. Rental Cleaning Fee \$25.00
- i. Light Fee \$10.00

(2) Hourly non-resident rates by facility (6.5% Sales Tax NOT included)

- a. Softball Field \$30.00
- b. Soccer Field..... \$30.00
- c. Basketball Court..... \$10.00
- d. Tennis Court \$10.00
- e. Field Preparation and Lining (softball)..... \$50.00
- f. Field Preparation and Lining (football/soccer) \$30.00
- g. Attendant Fee (per staff member)..... \$30.00
- h. Rental Cleaning Fee \$30.00
- i. Light Fee \$15.00

E. Wedding Permits.

(1) Small wedding permit application fee \$100.00*

- a. **A gathering of less than 50 persons with minimal decor as determined by staff; additional fees may apply.*

(2) Wedding permit application fee..... \$200.00*

- a. **A gathering of more than 50 persons with minimal decor as determined by staff; additional fees may apply.*

F. Special Events.

(1) Event Application Fee (less than 1,000 attendees)..... \$100.00

(2) Event Application Fee (more than 1,000 attendees) \$250.00

A fee of \$100.00/\$250.00 payable to the City as reasonable cost for processing, evaluating, and issuing the permit is required. The BOC may waive the application fee by resolution at annual special event review when determined in the best interest of the community and upon demonstration of non- profit status.

(3) Deposit. Deposits shall be determined upon the estimated impact on the City

owned property of which the event is hosted.

- a. Small event.....\$250.00
- b. Large event.....\$500.00

A refundable deposit shall be payable to the City in advance of the event for damage to public property or City services incurred in direct association with the event and not identified in the original special event application approval. The BOCC may waive the deposit by resolution at annual special event review when determined in the best interest of the community, and upon. The City reserves the sole right to determine which portion, if any, of the deposit shall be returned to the applicant within 30 days after the event. The City Manager may waive special event fees to the amount of no more than \$500 upon his/her determination that it will be a benefit to the community.

(4) Fees

- a. Large Event (1,000+ Attendees)
 - i. Facility Rental Per Event\$3,000.00
(Includes use of stage and event field)
- b. Small Event (Less than 1,000 attendees)
 - i. Stage Fee
 - 1. Resident.....\$50.00/hr.
 - 2. Non-Resident.....\$100.00/hr.
 - ii. Field Usage Fee
 - 1. Resident.....\$50.00/hr.
 - 2. Non-Resident.....\$100.00/hr.
- c. City Event Fees
 - i. Trash Can Fee (*per trash can*)\$5.00
 - ii. Dumpster fee with single pick-up 3 Yard Dumpster\$136.70
 - iii. Event Barricades (available at City Hall Property Only)
 - 1. Setup Fee per – event\$100.00
 - 2. Barricade Fee - per day\$10.00
 - iv. Other fees including but not limited to additional City personnel staff, such as EMT support through Madeira Beach Fire Department, etc. Five times the rental fee for receptacles will be withheld from deposit for those not returned within 48 hours of event.
- d. Mandatory Non-City Fees. The required used of Pinellas County Sheriff's Deputies, as defined within the special events section of ordinances, will be negotiated directly with the Pinellas County Sheriff's Office. It is the **sole responsibility of the applicant** to secure the appropriate number of deputies as required by the Sheriff's Department.
- e. Other Non-City Fees. Other fees included but not limited to Madeira Beach City Centre and field clean-up, additional civilian security, and vehicle parking professionals shall be the **sole responsibility of the applicant**.

- f. Table games (Canasta, Bridge, etc.)
 - i. Resident:\$1.00
 - ii. Non-resident:\$2.00

ARTICLE VI. PUBLIC WORKS

A. *Trash, Recycling, and Garbage*

(1) Removal service fees-

All residents, occupants, or owners of premises in the city shall be required to have accumulations of garbage, trash, garden trash, recyclable items, and noncombustible refuse removed and disposed of by the sanitation division of the city Public Works Department. For the purpose of this section a unit shall be defined as a living unit for human habitation containing kitchen facilities. The charges for garbage, recycling, and trash removal services shall be as follows:

- a. Single Family and Multi-Family, per dwelling, per month:
 - i. 64 Gallon Cart.....\$38.74
 - o Each additional cart per month.....\$14.00
 - ii. 96 Gallon Cart.....\$45.74
 - o Each additional cart per month.....\$14.00
- b. Commercial. All offices and business establishments required to have a local business tax receipt are hereby classified commercial. A commercial rate for the collection of garbage and trash is hereby established to be in accordance with the following for non-compacting containers:
 - i. Service twice per week, per month (Dumpster)
 - (a) One cubic yard.....\$122.82
 - (b) One and a half cubic yard\$157.00
 - (c) Two cubic yard.....\$191.17
 - (d) Three cubic yard\$259.52
 - ii. Each additional service per week, per month (Dumpster)
 - (a) One cubic yard\$68.35
 - (b) One and a half cubic yard\$76.90
 - (c) Two cubic yard\$102.53
 - (d) Three cubic yard\$136.70
 - iii. Service twice per week, per month (96 Gallon cart)\$40.00
 - o Each additional cart per month.....\$14.00
 - iv. Each additional service per week, per month (96 gallon cart)\$16.00
 - v. Sunday collections are double the additional service rate.
 - vi. Replacement Toter fee\$75.00
 - vii. Accounts classified as multifamily dwelling, or hotel, motel or motor lodge may elect to be charged for garbage and trash removal services in conformity with the

commercial rates defined in this section but in no case shall less than one can per unit be elected. It is the burden of the property owner to notify the city of such election. Those establishments electing the commercial or bulk rate shall have the option of changing the type of service by giving 30 days' notice. Requests for changes in service shall be in writing and addressed to the city. The city reserves the right to determine the number of cans, the number and size of containers and/or frequency of disposal, with applicable charges, during any period of the year, for commercial containers.

- c. Bulk item removal. Any item identified in section 54-33 regarding the removal of other waste and non-combustible refuse will be collected by the city, for a minimum disposal fee of \$50.00 plus \$10.00 for each item picked up
 - d. Unlawful/Illegal Dumping \$250.00
 - e. Bulk waste. Noncombustible refuse in excess of normal weekly limits, by either residential or commercial establishments shall be picked up at the rate of \$50.00 per hour per collection day, based on elapsed time of collection, plus allowances for disposal run and dump charges. Such charges shall also be made to homes having more than normal trash collection.
- (2) Recycling service fees (Commercial)
- a. Condominium properties shall be billed based on direct costs incurred by the City to provide recycling service through its contractual service provider.

(3) Billing.

It is the property owner's responsibility to pay charges against the property. It shall be at the discretion of the city to determine the appropriate billing party. Upon request, the city will attempt to bill tenants, but only if the owner signs a statement acknowledging his responsibility for the charges generated, along with the information necessary so that they may be contacted at the point wherever a delinquency occurs. The city reserves the right to bill the property owner, if it so chooses, regardless of circumstances surrounding the account.

(4) Owner's liability.

If the premises are sold, any remaining claims by the city for garbage and trash services not settled at time of transfer of ownership of the property shall become the responsibility of the new owner. This applies equally to the sale or foreclosure of any property and represents charges for service presently or previously provided. On all premises, the owner of such premises shall be liable for all garbage and trash service charges against the property irrespective of whether such premises is occupied by owner, tenant, or vacant. The occupation of fully constructed premises shall be irrelevant to the liability of the owner and/or occupant for the charges as provided for in this section. The schedule of charges shall be imposed on all fully constructed premises, whether occupied or not, and regardless of volume of garbage or trash generated. Liability for payment shall begin on the date of ownership of property.

(5) Payment, penalties, delinquency constitutes lien against property.

(Code 1983, §19-511)

All garbage and trash fees are due and payable upon receipt. Bills not paid within 30 days of the billing date will be considered delinquent and shall constitute grounds for filing a lien against the property with the clerk of the circuit court. Bills that arrive after the 30-day deadline will be assessed penalty interest on the next bill. It is the owner's responsibility to see that the payment arrives within the 30-day billing period. Bills not paid within 30 days shall have penalty interest added at the rate of 1½ percent per month beyond the delinquency date (30days).

B. Stormwater Utility Management

(1) Created.

A stormwater management utility fee, also referred to in this section as "fee" was created and imposed on all developed property within the city for services and facilities provided by the stormwater management program. For the purposes of imposing the fee, all developed property within the city shall be classified into the following three classes:

- a. Residential Property
- b. Non-Residential Property
- c. Mixed Use Property

The Public Works Director will, from time to time, prepare a list of property within the City and assign a classification of residential or nonresidential property.

(2) Schedule of Rates

(Res. 05.20, 09/14/2005)

- (1) The EDU rate shall be \$10.00 per month for each EDU.
- (2) The stormwater management utility fee shall be calculated for each developed property as follows:

- i. The fee for property consisting solely of dwelling units is the rate of one EDU multiplied by the number of dwelling units existing on the property. That is:

$$\text{Fee} = (\text{EDU rate}) \times (\text{Number of dwelling units})$$

- ii. The fee of a property with no dwelling units is the rate of one EDU multiplied by the numerical factor. The numerical factor is obtained by dividing the total impervious area in square feet of the nonresidential property by 1,249 square feet. The resulting calculation is:

$$\text{Fee} = (\text{EDU rate}) \times (\text{Impervious area expressed in square feet}) / 1,249 \text{ square feet, but not less than the rate for one EDU}$$

****Fractional remainders***

- iii. The fee for mixed use property (dwelling units and commercial) is the rate of one EDU multiplied by the number of dwelling units existing on the property. The total on-site impervious is then compared to the impervious area allocated to dwelling units by multiplying the number of dwelling units X 1,249 square feet per dwelling unit and subtracting the resulting square footage of impervious area from the total impervious area. If the remaining impervious area is zero or negative, the fee is the EDU rate multiplied by the number of dwelling units.

If the remaining impervious area is greater than zero, then the additional fee for the remaining impervious area is calculated under subsection (2)(b) of this section.

- (3) The minimum fee for developed property, whether residential or nonresidential, within the city is equal to the rate of one EDU subject to reduction as set forth in subsection (4) of this section.
- (4) On-site stormwater quality management facilities reduction shall be allowed and calculated as follows:
 - i. In order to encourage the improvement of the quality of stormwater runoff, a reduction in the stormwater management utility fee is authorized for those developed properties which are addressed by a stormwater management facility designed and constructed for the purpose of stormwater pollution reduction.
 - ii. A reduction in fee is allowed for a particular developed property only if the stormwater runoff from the property is treated by a stormwater management facility that has been designed, constructed, and is maintained properly for the purpose of stormwater pollution reduction and adheres to the drainage requirements of the ten-year frequency, 60-minute storm event. If it is determined by the Director of Community Services that the stormwater management facility has not been, nor is currently being, properly maintained as designed, the Director of Community Services may disallow the on-site stormwater management facility credit.
 - iii. Specific stormwater treatment facilities that qualify for this reduction include, but are not limited to, retention or filtration ponds; front, rear, and side lot swales; mechanical treatment or separation facilities; or extensive improvement in the amount of pervious surfaces by the use of turf-block for parking areas, driveways, patios and sidewalks.
 - iv. For applicable properties, the fee shall be reduced by 25 percent. The reduced fee will, therefore, be calculated as the fee determined in this subsection multiplied by the factor of 0.75 (Fee X 0.75).

(3) Billing, Collecting, Delinquency, and Penalty

- a. Bills for stormwater service shall be rendered bimonthly by the county water system as agent for the city. The fixed monthly charge shall be payable in advance.
- b. If any bill shall not be paid within seven days after the date it has been declared delinquent, water service to the premises shall be disconnected until such delinquent account is paid in full, including all applicable disconnection and reconnection charges.
- c. Statements for the stormwater management utility fee shall be payable at the same time and in the same manner and subject to the same penalties as they are otherwise set forth for other utility fees administered by the city. The property owner or fee payer will be

notified of any delinquency in the payment of the stormwater management utility fee in the same manner that delinquent water, garbage and sewer bills are notified and the failure to pay such fee as is otherwise provided in the statement rendered to the payer shall subject the property to the discontinuance of water, garbage and sewer services and shall subject the fee payer to all other penalties and charges provided relative to the discontinuance of such utility services.

- d. The administrative appeal and hearing procedure applicable to the discontinuance of utility services shall be applicable to the discontinuance of such services for the nonpayment of the stormwater management utility fee.

(4) Adjustments of fees.

(Code 1983, §19-512)

- a. Any owner, tenant or occupant who has paid the rendered fee and who believes that the fee is in error may, subject to the limitations set forth in this division, submit an adjustment request to the Public Works Director.
 - i. Adjustment requests shall be made in writing and shall set forth in detail the grounds upon which the belief is based.
 - ii. The Public Works Director shall review the adjustment request within 90 days of the submittal of the request and shall respond in writing to the requesting fee payer, either denying or granting the request with the reason therefore stated in such response.
 - iii. The rate adjustment, if granted, will apply retroactively to the date at which the erroneous information was applied to the fee payer's fee, but will not exceed one year prior to the adjustment request.
 - iv. Upon denial of the adjustment request, the owner, tenant, or occupant making the original adjustment request may, within 30 days of the receipt of denial, petition for a review of the adjustment request by the board of adjustment. The board of adjustment shall review the adjustment request in accordance with the provisions set forth in the City Code, Chapter 2, as well as the documented evidence provided in the original adjustment request and supplemental evidence requested by the Director of Community Services or provided by the fee payer prior to the decision made by the Director of Community Services. Within 60 days of the petition the board of adjustment shall in writing, either grant or deny the petition. If the petition is granted, the Public Works Director will apply the adjustment to the fee for the requesting customer for the retroactive period identified by the board of adjustment.
- b. The Public Works Director, upon discovering an error or oversight in the calculation of the fee, may initiate an adjustment request. The request must be made in writing

documenting the reasons for the adjustment. In the event that the adjustment would require the increase in fee for a fee payer, the Public Works/Marina Director must provide the adjustment request to the affected fee payer 30 days prior to adjusting the fee and offer the fee payer an opportunity within the stated 30 days to provide reasons why the adjustment should not be made. An increase or decrease in fee shall not be retroactively effective more than one year from the date of adjustment.

(5) Sec. 70-156. - Enforcement.

- a. *Civil penalties.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a civil penalty not less than \$50.00 or more than \$500.00 per day, or imprisonment of up to 60 days, or both such fine and imprisonment, for each violation.
- b. *Criminal penalties.* Any intentional or willful violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a criminal penalty not less than \$50.00 or more than \$500.00 per day, or imprisonment of up to 60 days, or both such fine and imprisonment, for each violation.
- c. *Injunctive relief.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to injunctive relief if necessary to protect the public health, safety, or general welfare.
- d. *Continuing violation.* A person shall be deemed guilty of a separate violation for each and every day during any continuing violation of any provision of this article, or of any regulation or permit issued under this article.
- e. *Enforcement actions.* The director may take all actions necessary, including the issuance of notices of violation and the filing of court actions, to require and enforce compliance with the provisions of this article and with any regulation or permit issued under this article.

ARTICLE VII. MADEIRA BEACH MUNICIPAL MARINA

A. Vessel inspection.

(Code 1983, Chapter 19, Article VII)

Live-aboard vessels desiring to stay beyond ten days will be required to obtain a no- fee annual permit and pay a vessel inspection fee of \$25.00

B. Madeira Beach Municipal Marina fees

(Res 2016-03, 02/10/2016)

The marina maintains the ability to adjust the rates below to account for changes in the sales tax Rates during the fiscal year; allowing for payments to stay consistent until this manual is updated and approved by the Commission. Employees receive the same rates as residents. The marina staff can issue transient slip discount coupons up to 20% off through online booking sites as a marketing

tool. Discounts will be for off peak times.

Fees for the Madeira Beach Municipal Marina shall be as follows (each of these fees are subject to all applicable sales taxes):

- (1) Transient Wet Slip per day.....\$2.10/foot/day
- (2) Transient Wet Slip per week.....\$11.00/foot/week
- (3) Transient Dry Storage
 - a. Regular per day\$28.04/day
 - b. Holidays and/or weekends per day.....\$37.38/day
- (4) Transient Dry Storage\$257.01 /month
- (5) Wet Slip non-Live-aboard\$13.50/foot/month
- (6) Boat Lift\$17.00/foot/month
- (7) Commercial non-live-aboard wet slip.....\$14.50 /foot/month
- (8) Wet Slip Live – aboard\$20.00/foot/month
- (9) Dry Storage – under 26’ boat length.....\$172.90/month
- (10) Dry Storage – 26’+ boat length\$210.28/month
- (11) Resident Dry Storage (*Limited to Madeira Beach Residents Only*)\$130.84/month
- (12) Dry storage for non-motorized boat*\$28.17/month
 - a. **Kayaks, canoes, and small boat that can be carried by one (1) person.*
- (13) Boat Ramp Fees
 - a. Launch\$4.67/day
 - b. Launch and Park\$14.02/day
 - c. Holiday Launch and Park\$18.69/day
 - d. Resident Launch (New).....\$1.87
 - e. Resident Launch & Park (New).....\$9.35
- (14) Late Fee\$30.00
- (15) Residents with recreational vehicles and motor homes and boat displaced by City Road and/or Stormwater construction will be provided free storage space for those vehicles.
- (16) Fuel Discounts -Maximum discount per gallon \$0.30/gal
 - a. Commercial\$0.20/gal
 - b. Gulf of Mexico Commercial Fishing Fleet Discount\$0.30/gal
 - c. 50+ Gallon\$0.05/gal
 - d. Boat US/ Sea Tow\$0.05/gal
 - e. Madeira Beach Resident.....\$0.05/gal

- f. City Co-sponsored / Community events.....\$0.20/gal
 - i. Great American Grunt Hunt
 - ii. King of the Beach fishing tournament (Spring and Fall)
 - iii. Veterans Boat Parade
 - iv. Wild West Kingfish Tournament (*Spring and Fall*)
 - v. Sun Coast Kingfish Classic (*Spring and Fall*)
 - vi. Christmas Boat Parade
 - vii. Any other City Co-sponsored events as approved by the City Manager
- (17) Surveillance camera optional fee\$25.00/month
- (18) Live-aboard permits.....\$5.00(72 hours)
(*Res 2019-18, 12/17/2019*)
- (19) Temporary 3HR Wet Slip Parking/No Power\$20.00 + Tax

This page reserve for Publications by the City Clerk

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2025-13: Fees and Collection Procedure Manual

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state 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 2025-13 amends the Fees and Collection Procedure Manual to revise various Community Development fees and parking fees.

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

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

It is not foreseen that additional city staff will be required to enforce the changes in the Fees and Collection Procedures Manual. The cost increases are minimal and would not have a significant impact on existing businesses. The only new fee being included is the sidewalk café fee which would not impact most businesses within the city.

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

The increase in alcoholic beverage permit fees from \$800 to \$1,000 would impact any future proposed alcoholic beverage license use or the expansion of existing alcoholic beverage license use. The sidewalk café permit fee could impact some existing restaurants.

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

This ordinance clarifies post disaster recovery permits including for after-the-fact permits.

Tampa Bay Times

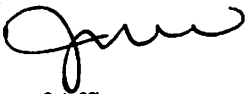
Published Daily

STATE OF FLORIDA} ss

COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-13 was published in said newspaper by print in the issues of 05/21/25 or by publication on the newspaper's website, if authorized.

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



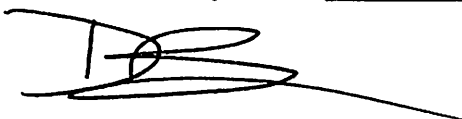
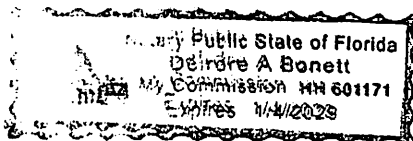
Signature of Affiant _____

Sworn to and subscribed before me this **05/21/2025**

Signature of Notary of Public

Personally known ☒ or produced identification.

Type of identification produced _____


**NOTICE OF PUBLIC HEARING**
CITY OF MADEIRA BEACH

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

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing** for the adoption of proposed Ordinance 2025-13 on **Wednesday, June 11, 2025, at 6:00 p.m.** The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The titles of said Ordinances are as follows:

ORDINANCE 2025-13

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

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinance. A copy of the proposed Ordinance is available for inspection in the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday.

If you would like more information regarding the proposed Ordinance 2025-13, please contact Community Development Director Jenny Silver at 727-804-0178 or email jsilver@madeirabeachfl.gov.

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

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private court reporter or private court recording firm to make the verbatim record.

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 231 or 232 or email a written request to cyanblargan@madeirabeachfl.gov.



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Clara VanBlargan, City Clerk

DATE: September 3, 2025

RE: Appointment to Civil Service Commission

Background

The Civil Service Commission consists of five members. There is one member term expiring on October 30, 2025, and one vacant seat with a term that expires on October 30, 2025. The Civil Service Commission seats are for three-year terms.

Members must be residents and qualified voters of the City of Madeira Beach. Districts do not apply. Appointments are made based on experience and qualifications in Human Resources when possible, or demonstrated experience or interest in the subject matter. Civil Service Commission members are not required to file an annual Form 1, Statement of Financial Interests, with the Florida Commission on Ethics.

One application was received for appointment to the Civil Service Commission. If other applications are received, they will be considered at the October 1, 2025, BOC Regular Meeting to fill the remaining seat.

Applicant: Scott Haufe

Current Members

Jerry Cantrell, Chair

James Paul

Judithanne McLauchlan, Vice Chair

Paul Tilka

Vacancy

Term expiring (3-Year Terms)

10/30/2025 - new term expires 10/30/2028

10/30/2026

10/30/2026

10/30/2027

10/30/2025 - new term expires 10/30/2028

Fiscal Impact

Advisory board members serve without compensation but may be reimbursed for travel, mileage, and per diem expenses as authorized by the Board of Commissioners or as otherwise provided by law.

Recommendation

The recommendation is for the Board of Commissioners to appoint Scott Haufe to serve as a member of the Civil Service Commission for a three-year term expiring on October 30, 2028.

Attachments

- Application – Scott Haufe
- Board Vacancy Advertisement
- Board Application – Fillable Form
- City Charter, Section 5-7. Personnel Systems; Civil Service Commission
- Code of Ordinances – Chapter 2 – Division 4 – Civil Service Commission



City of
Madeira Beach
FLORIDA

CITY OF MADEIRA BEACH, FLORIDA

300 MUNICIPAL DRIVE, MADEIRA BEACH FL 33708

CITY CLERK'S OFFICE

TELEPHONE: 727-391-9951, EXT 231 or 232

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

Please indicate your preference of board or commission:

☒
☐
☐
☐

Civil Service Commission

Gulf Beaches Public Library Board

Planning Commission

Other _____

Are you a Madeira Beach Resident?

☒

Yes

☐

No

Are you an elector (qualified voter) of the City of Madeira Beach?

☒

Yes

☐

No

Are you related to a City of Madeira Beach employee or elected official? If yes, please state the name of employee or elected official and relationship:

☐

Yes

☒

No

Name: _____

Relationship: _____

Are you available for:

Daytime meetings

Evening meetings

☒

Yes

☐

No

☒

Yes

☐

No

Why would you like to be considered as a candidate for service on this Board?

I would like to be more involved in our city

Name: _____

Phone: _____

Address: _____

E-Mail: _____

Present Occupation: _____

If retired, what was your last occupation? _____

Please list any experience, special education, skills or talents that would be beneficial to the appointment you are seeking: *prior business owner*

Educational Background:

VSF X 124 B.S., M.D.
 Triple board certified - Anesthesiology, Pain Med,
 Hospice & palliative Med (exp.)

Experience:

As above and ran multiple
 businesses prior to retirement.

In compliance with Section 760.80, Florida Statutes, the City of Madeira Beach is required to report annually to the Secretary of State the number of minority and non-minority and the number of physically disabled appointments to a board, committee, or commission.

GENDER☒ Male☐ Female**PHYSICALLY DISABLED**☐ Yes☒ No**RACE**☐ African-American☐ Native-American☐ Asian-American☒ Caucasian☐ Hispanic-American

Should I be appointed to serve on a board or committee, I agree to comply with the State of Florida's Sunshine Laws, Public Record Laws and the Code of Ethics for Public Officers, and will uphold the City's Charter and Code of Ordinances. I understand that I will have to take an Oath of Office should I be appointed to a quasi-judicial board. I understand that if I am appointed to the Planning Commission I will be required to file a Form 1 - Limited Financial Disclosure form.

Signature

Date

8/20/25

Interested persons must submit an application to the City Clerk to be considered for appointment by the Board of Commissioners. Appointments will be made only when there are vacancies or expiring terms.

Applications may also be obtained at City Hall, downloaded on the City's website at <https://madeirabeachfl.gov/advisory-boards/> or obtained from the City Clerk.

Submit completed and signed applications to:

City Clerk

City of Madeira Beach

300 Municipal Drive

Madeira Beach, FL 33708

cvanblargan@madeirabeachfl.gov

727-391-9951, ext. 231

CITY OF MADEIRA BEACH PUBLIC NOTICE
CIVIL SERVICE COMMISSION & PLANNING COMMISSION
BOARD VACANCY ANNOUNCEMENT

Item 13A.

Civil Service Commission

The City of Madeira Beach is seeking applications to fill two seats on the Civil Service Commission for a three-year term beginning on October 30, 2025, and expiring on October 30, 2028.

Civil Service Commission – 5-member board – regular meetings held quarterly. Additional meetings are held for special projects and employee grievance/appeal hearings. Dates and times vary.

- Members must be residents and qualified City of Madeira Beach voters. Districts do not apply.
- Appointments are made based on experience and qualifications in Human Resources when possible, or demonstrated experience or interest in the subject matter.
- Civil Service Commission members are not required to file an annual Form 1, Statement of Financial Interests, with the Florida Commission on Ethics.
- Civil Service Commission Members serve without compensation, but may be reimbursed for training, travel, mileage, and per diem expenses provided by law.

Planning Commission

The City of Madeira Beach is seeking applications to fill two seats on the Planning Commission for a three-year term beginning on September 30, 2025, and expiring on September 30, 2028.

Planning Commission – 7-member board – regular meetings held monthly on the first Monday at 6:00 p.m. Dates and times are subject to change.

- Members must be residents and qualified City of Madeira Beach voters. Districts do not apply.
- Appointments will be made, consistent with the Charter, Sec. 12.2, and based on demonstrated experience and qualifications in the subject matter from one or more of the following areas, whenever possible [City Code Sec. 2-77]:
 - o Architect or landscape architect
 - o Civil engineer
 - o Real estate sales or land development
 - o Professional experience in natural or environmental sciences
 - o Professional urban planner
- Planning Board members are responsible for filing an annual Form 1, Statement of Financial Interests, **electronically with** the Florida Commission on Ethics within 30 days of appointment. Penalties apply **for late filing**. <https://ethics.state.fl.us/>

For additional information, please contact City Clerk Clara VanBlargan at 727-391-9951, ext. 231 or 232; cvanblargan@madeirabeachfl.gov

Boards, Commissions, and Committees are a valuable part of the local government process. The members are volunteers and provide a great service to the City and the community. Duties and responsibilities include assisting in reviewing the City's policies and procedures, Code of Ordinances, and the City Charter, and making recommendations to the Board of Commissioners.

Interested persons must submit an application to the City Clerk no later than Tuesday, September 2, 2025, to be considered for appointment at the Board of Commissioners Meeting on Wednesday, September 10, 2025, at 6:00 p.m. The meetings are held in the Commission Chambers, 300 Municipal Drive, Madeira Beach, FL 33708.

Applications may be obtained at City Hall, downloaded on the City's website at <https://madeirabeachfl.gov/advisory-boards/>, or obtained from the City Clerk.

Submit completed and signed applications to:

City Clerk
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708
cvanblargan@madeirabeachfl.gov
727-391-9951, ext. 231 or 232



CITY OF MADEIRA BEACH, FLORIDA

300 MUNICIPAL DRIVE, MADEIRA BEACH FL 33708

CITY CLERK'S OFFICE

TELEPHONE: 727-391-9951, EXT 231 or 232

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

Please indicate your preference of board or commission:

☐

Civil Service Commission

☐

Gulf Beaches Public Library Board

☐

Planning Commission

☐

Other _____

Are you a Madeira Beach Resident?

☐

Yes

☐

No

Are you an elector (qualified voter) of the
City of Madeira Beach?

☐

Yes

☐

No

Are you related to a City of Madeira Beach employee
or elected official? If yes, please state the name of
employee or elected official and relationship:

☐

Yes

☐

No

Name: _____

Relationship: _____

Are you available for:

Daytime meetings

☐

Yes

☐

No

Evening meetings

☐

Yes

☐

No

Why would you like to be considered as a candidate for service on this Board?

Name: _____ Phone: _____

Address: _____

E-Mail: _____

Present Occupation: _____

If retired, what was your last occupation? _____

Please list any experience, special education, skills or talents that would be beneficial to the appointment you
are seeking: _____

Educational Background:

Experience:

In compliance with Section 760.80, Florida Statutes, the City of Madeira Beach is required to report annually to the Secretary of State the number of minority and non-minority and the number of physically disabled appointments to a board, committee, or commission.

GENDER ☐ Male ☐ Female **PHYSICALLY DISABLED** ☐ Yes ☐ No

RACE ☐ African-American ☐ Native-American

☐ Asian-American ☐ Caucasian

☐ Hispanic-American

Should I be appointed to serve on a board or committee, I agree to comply with the State of Florida's Sunshine Laws, Public Record Laws and the Code of Ethics for Public Officers, and will uphold the City's Charter and Code of Ordinances. I understand that I will have to take an Oath of Office should I be appointed to a quasi-judicial board. I understand that if I am appointed to the Planning Commission I will be required to file a Form 1 – Limited Financial Disclosure form.

 Signature

 Date

Interested persons must submit an application to the City Clerk to be considered for appointment by the Board of Commissioners. Appointments will be made only when there are vacancies or expiring terms.

Applications may also be obtained at City Hall, downloaded on the City's website at <https://madeirabeachfl.gov/advisory-boards/> or obtained from the City Clerk.

Submit completed and signed applications to:

City Clerk
 City of Madeira Beach
 300 Municipal Drive
 Madeira Beach, FL 33708
cvanblargan@madeirabeachfl.gov
 727-391-9951, ext. 231

City Charter, Section 5.7 Personnel systems; Civil Service Commission.

- A. *Merit principal.* All appointments and promotions of City employees shall be made solely on the basis of merit and fitness demonstrated by examination or other evidence of competence.
- B. *Civil Service Commission; Membership.* There shall be a Civil Service Commission of the City of Madeira Beach, Florida, which Commission shall be composed of five citizens of said City. The Civil Service Commission shall be appointed by the Board of Commissioners of the City of Madeira Beach, Florida. The term of office for each member shall be three years and shall be staggered so that not more than two terms expire within any one year. Three Commissioners shall constitute a quorum. Members of the Civil Service Commission shall hold no remunerative office or employment under the City of Madeira Beach, Florida. The Board of Commissioners of the City of Madeira Beach, Florida, shall have the authority to remove for cause any and/or all Civil Service Commissioners.
- C. *Personnel Rules.* The Civil Service Commission shall prepare personnel rules. When concurred by the City Manager, the rules shall be proposed to the Board of Commissioners, and the Board of Commissioners may by Ordinance adopt them with or without amendment. These rules shall include, but are not limited to:
 - 1. The classification of all classified City positions, based upon the duties, authority and responsibility of each position, with adequate provisions for classification of any position whenever warranted by circumstances;
 - 2. A pay plan for all classified City positions;
 - 3. Methods for determining the merits and fitness of candidates for appointment or promotions;
 - 4. The policies and procedures regulating reduction in force, demotion, suspension and removal of employees;
 - 5. The hours of work, attendance regulation and provisions for sick and vacation leave;
 - 6. Grievance procedures, including procedures for the hearing of grievances by the Civil Service Commission, which may render advisory opinions based on its findings to the City Manager with a copy to the aggrieved employee. In this respect the Civil Service Commission shall have the power to issue subpoenas to compel attendance by witnesses and to administer oaths;
 - 7. Other practices and procedures necessary to the administration of the City personnel system;
 - 8. In connection with the aforementioned personnel rules, the Civil Service Commission shall inquire into the implementation of such personnel rules as considered necessary to ensure compliance therewith.
- D. *Duties and powers of the Civil Service Commission.* All duties, powers, reservations of power, and funding for the Civil Service Commission may be provided for by Ordinance duly passed by the Board of Commissioners of the City of Madeira Beach, Florida.
- E. *Powers to collectively bargain recognized.* Nothing contained in this Charter shall limit the power of the Board of Commissioners of the City of Madeira Beach, Florida, acting through its Manager from entering into collective bargaining negotiations with any officers, employees, or group of employees for the purpose of establishing by contract conditions of employment, rules or compensation of said officers, employees, or groups of employees. For the purposes of this Charter, ARTICLE I, Section 6, of the Constitution of the State of Florida is specifically recognized.

(Ord. No. 446, 1-28-1975; Ord. No. 664, 8-14-1984/11-7-1984; Ord. No. 2018-09, § 1(Exh. A), 8-20-2018)

PART II - CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE III. - BOARDS, COMMITTEES, COMMISSIONS
DIVISION 4. CIVIL SERVICE COMMISSION

DIVISION 4. CIVIL SERVICE COMMISSION¹

Sec. 2-126. Intent; appellate jurisdiction.

- (a) The intent of this division is to provide for the scope of authority of the civil service commission and to establish procedural and organizational rules related to its exercise of that authority.
- (b) The civil service commission shall preside over appeals of orders of the hearing officer related to disciplinary terminations of regular, non-probationary employees, but shall not consider appeals of disciplinary terminations of employees who are classified as at-will, or who are otherwise made ineligible by the city's adopted personnel policy to file such appeals. In performing this role, the jurisdiction of the civil service commission is to review recommended orders of the hearing officer and to interpret the city's personnel policy and any other relevant city policies, and to ultimately find if the city had legal just cause to terminate the employee. In reaching its decision, the civil service commission sits in an appellate advisory capacity. The civil service commission does not have jurisdiction over, and may not rule upon, or make findings about, any allegations of a violation of a county, state or federal law. Employees seeking to assert such violations should do so by way of the appropriate statutory procedures in a court of competent jurisdiction.

(Ord. No. 2025-02, § 1, 4-2-25)

Sec. 2-127. Appointment and membership.

- (a) In addition to any charter provisions concerning the appointment and membership of the civil service commission, unless doing so would result in the inability to have a fully-appointed commission, the term of each person appointed to the commission shall be staggered so that not more than two terms expire within any one year. Any civil service commission member may be reappointed by the board of commissioners. Appointments to fill vacancies shall be for the unexpired term of office.
- (b) Members of the civil service commission shall be residents of the city at the time of their appointment and throughout the term of office. Any member who is no longer a resident of the city shall be automatically removed, and that vacancy filled as provided in this division.
- (c) Members of the civil service commission may be retained, suspended or removed by majority vote of the board of commissioners.
- (d) The failure of any member of the civil service commission to attend two of three successive meetings without cause and without prior approval of the commission chair shall result in, the member's seat shall

¹Ord. No. 2025-02, § 1, adopted April 2, 2025, amended ch. 2, art. III, div. 4 in its entirety to read as herein set out. Former ch. 2, art. III, div. 4, §§ 2-126—2-129, pertained to similar subject matter, and derived from Code 1983, §§ 2-502—2-505; Ord. No. 1028, § 2, adopted Aug. 24, 2004; Ord. No. 1075, § 1, adopted April 25, 2006; Ord. No. 2019-03, § 1, adopted March 19, 2019.

Charter reference(s)—Civil service commission, § 6.6.

Cross reference(s)—Personnel, ch. 50.

becoming vacant and the city clerk, serving as ex officio secretary to the civil service commission, shall report the vacancy to the board of commissioners, which shall promptly fill such vacancy.

- (e) Appointments shall be made, consistent with the Charter on the basis of demonstrated experience or interest in the subject matter.
- (f) The members of the civil service commission shall, in October of each year or as soon thereafter as possible, elect a chair and a vice-chair from among its members who shall be voting members. The chair, and in his or her absence the vice-chair, shall preside over meetings and hearings and shall, subject to the will of the entire commission, make rulings on points of order and procedure, and in quasi-judicial hearings shall rule on motions and objections.
- (g) Members of the civil service commission shall schedule in advance quarterly meetings. However, if the chair, in consultation with the city manager, determines that there are no agenda items requiring a scheduled meeting, the chair is authorized to cancel the scheduled meeting, and to instruct the city clerk, acting as ex officio secretary, to notify the members of the cancellation. In addition to its scheduled quarterly meetings, the civil service commission shall promptly schedule hearings on employee post-termination appeals. Any other unscheduled meetings may be requested by the city manager or his or her designee to discuss personnel matters which cannot wait until the next regularly-scheduled meeting. In addition to the foregoing:
 - (1) The city manager shall coordinate with the civil service commission chair and the human resources coordinator to choose and set meeting dates and time before a meeting is noticed; and
 - (2) Pursuant to the city charter, the city clerk shall serve as the civil service commission's ex officio secretary. In that role, the city clerk shall ensure board meetings are noticed and minutes are recorded and maintained so as to ensure compliance with the state's sunshine law. The city clerk shall also provide civil service members with electronic copies of agenda materials, and keep and maintain the official records of the commission. The city clerk shall also serve as the hearing clerk for any quasi-judicial post-termination appeal hearings and in that role shall keep the official record of the hearing, including all exhibits admitted or proffered into evidence.
 - (3) The city manager and the chairperson of the civil service commission shall coordinate and agree on all agenda items prior to the civil service commission meetings, except that the civil service commission cannot refuse to promptly set for hearing a timely-filed post-termination appeal of a hearing officer's recommended order.
 - (4) Human resources staff or such other staff as may be designated by the city manager shall serve as staff person(s) for the civil service commission and shall attend all meetings of the civil service commission. In this role, the assigned staff person(s) shall assist the civil service commission by providing it with information, reports, historical data, surveys, or such other information or materials as the civil service commission may reasonably request to assist it in performing its duties of advising on possible policy changes, providing advice and recommendations on policy implementation, and making recommendations related to compensation and classification plans, to the extent these matters are within the scope of the civil service commission's duties as set forth in the city charter.
 - (5) The city attorney shall be the primary legal advisor to the civil service commission on all matters of municipal law. However, in the event the civil service commission may require specialized labor or employment counsel of a nature the city attorney is not able to provide, the city may, within established budgets, provide additional specialized counsel.
 - (6) Notwithstanding the foregoing, if, in the sole judgment of the city manager, the nature and complexity of the appeal requires an assistant city attorney to assist the disciplining director in the prosecution of the appeal hearing by presenting arguments and evidence and calling and questioning witnesses, the city attorney shall ensure such attorney is assigned to that role. In no circumstances may the attorney

assigned to be the civil service commission's neutral legal advisor also serve as the attorney presenting the disciplining director's case and making argument before the commission.

- (7) As set forth in the Charter, the civil service commission is an advisory board that makes non-binding advisory recommendations to the city manager. In its quasi-judicial role hearing post-termination appeals from recommended orders of the hearing officer, the civil service commission will issue a written order. The written order may be rendered by the civil service commission immediately upon the conclusion of a hearing or, if adequate time is required to draft a suitable order, may be rendered at a subsequent meeting to occur in a reasonable time after the conclusion of the hearing.
- (h) Civil service commission members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by board of commissioners or as otherwise provided by law.

(Ord. No. 2025-02, § 1, 4-2-25)

Charter reference(s)—Civil service commission membership, § 6.6B.

Sec. 2-128. Procedural matters.

- (a) The city clerk, serving as ex officio secretary to the civil service commission, shall ensure all notices of the civil service commission are posted in a manner compliant with the state's sunshine law.
- (b) Meetings and hearings. At all regular meetings of the civil service commission, the chair shall afford any interested person the ability to address the commission on any matter to be voted upon by the commission prior to the vote being taken. In addition, the civil service commission may, in its adopted rules of procedure, afford time on its agenda for any city employee or citizen to address the commission on any matter within the commission's duties and responsibilities. However, when the civil service commission is sitting in its quasi-judicial capacity during post-termination appeal hearings, it shall not afford such opportunity for comments, but rather shall only base its order on the documents and testimony admitted into evidence during the hearing officer hearing, the transcript of the testimony of the hearing officer hearing (if provided by a party), and any arguments the parties or their attorneys may make.
- (c) Recommendations. The civil service commission, by majority vote, may make recommendations to the city on any matter within the scope of its jurisdiction. Such recommendations may take the form of motions recorded in the minutes, adoption of a written report, or for quasi-judicial appeals, adoption of a written order.
- (d) Written records. Minutes shall be kept of all meetings and hearings by the civil service commission, and all hearings shall be open to the public. Pursuant to the city charter, the city clerk shall serve as the ex officio secretary of the civil service commission, and shall perform the duties associated with that role, as set forth in the city code, including the maintenance of the commission's official record. The official record shall include the vote of each member of the civil service commission upon each question, or if absent or failing to vote, indicating such fact. The minutes of all proceedings, decisions and/or recommendations of the civil service commission shall be made public record on file in the office of the city clerk.
- (e) The civil service commission may adopt such procedural rules to regulate the conduct of its meetings as may be deemed to be necessary and desirable. In developing such rules, the civil service commission shall consult with its legal counsel to ensure it complies with the state's sunshine and records laws and, to the extent that they will govern the commission's quasi-judicial post-termination hearings, to ensure they comply with applicable due process standards. Notwithstanding the foregoing, the civil service commission's procedural rules may not place any specific duty or assignment upon any city official or employee, and may not be inconsistent with any provision of the city charter or code, or state law.

(Ord. No. 2025-02, § 1, 4-2-25)

Sec. 2-129. Non-appellate powers and duties.

- (a) The civil service commission, in consultation with the city manager, is charged with the on-going development of the city's classification and pay plans. This includes periodic studies relating to equitable classification categories and pay ranges.
- (b) The civil service commission, working with the city manager and relevant human resources staff, will periodically examine, by use of staff, consultants and such other resources available, market conditions and comparative wage data for relevant public and private sector employers, and based upon the results of this examination, will make a written recommendation to the city manager concerning wage adjustments.
- (c) The civil service commission, working with the city manager and relevant human resources staff, is charged with developing recommended classifications and pay plans (subject to budgets approved by the board of commissioners) as the city's business needs and operating experience dictate.
- (d) The civil service commission, working with the city manager and relevant human resources staff, is further charged with reviewing job descriptions, policies and procedures, and such other duties as are set forth in the city charter.
- (e) The civil service commission may submit an annual report to the board of commissioners outlining its work for the year, its goals for the coming year, and making any recommendations to the board of commissioners as it may determine are necessary.

(Ord. No. 2025-02, § 1, 4-2-25)



MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Clara VanBlargan, City Clerk

DATE: September 3, 2025

RE: Appointments to Planning Commission

Background:

The Planning Commission consists of seven members. There are two members whose terms expire on September 30, 2025. The Planning Commission seats are for three-year terms. Members must be residents and qualified voters of the City of Madeira Beach. Districts do not apply.

Appointments will be made, consistent with the Charter, Sec. 12.2, and based on demonstrated experience and qualifications in the subject matter from one or more of the following areas, whenever possible (City Code Sec. 2-77):

- Architect or landscape architect
- Civil engineer
- Real estate sales or land development
- Professional experience in natural or environmental sciences
- Professional urban planner

Planning Board members are responsible for filing an annual Form 1, Statement of Financial Interests, electronically with the Florida Commission on Ethics within 30 days of appointment. Penalties apply for late filing. <https://ethics.state.fl.us/>

Two applications were received, which were those that are current members of the Planning Commission:

- Mark Cloud
- Matthew LaRue

Current members

Matthew LaRue
Mark Cloud
Mike Noble

Term expiring (3-Year Terms)

09/30/2025 - new term expires 09/30/2028
09/30/2025 - new term expires 09/30/2028
09/30/2026

Michael Wyckoff, Chairman	09/30/2026
Chuck Dillon	09/30/2026
John Connolly	09/30/2027
John Meagher	09/30/2027

Fiscal Impact

Advisory board members serve without compensation but may be reimbursed for travel, mileage, and per diem expenses as authorized by the Board of Commissioners or as otherwise provided by law.

Recommendation

The recommendation is for the Board of Commissioners to appoint current members Mark Cloud and Matthew LaRue to serve a new three-year term on the Planning Commission, which will expire on September 30, 2028.

Attachment(s):

Application
 Board Vacancy Advertisement
 Board Application – Fillable Form
 City Charter - Section 12.2, City Planning Commission
 City Code – Chapter 2, Division 2 – Planning Commission



CITY OF MADEIRA BEACH, FLORIDA

300 MUNICIPAL DRIVE, MADEIRA BEACH FL 33708

CITY CLERK'S OFFICE

TELEPHONE: 727-391-9951, EXT 231 or 232

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

Please indicate your preference of board or commission:

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Civil Service Commission

Gulf Beaches Public Library Board

Planning Commission

Other _____

Are you a Madeira Beach Resident?

☒ Yes ☐ No

Are you an elector (qualified voter) of the City of Madeira Beach?

☒ Yes ☐ No

Are you related to a City of Madeira Beach employee or elected official? If yes, please state the name of employee or elected official and relationship:

☐ Yes ☒ No

Name: _____

Relationship: _____

Are you available for:

Daytime meetings

Evening meetings

☒ Yes ☐ No
☒ Yes ☐ No

Why would you like to be considered as a candidate for service on this Board?

Appointed as a Planning Commissioner just before Helene so haven't had much opportunity to contribute with the rebuild taking front chair

Name: Mark Cloud Phone: (206) 324-6181

Address: 752 Pruitt Dr, Madeira Beach, FL

E-Mail: mark@cloud9seattle.com

Present Occupation: Engineer - Retired

If retired, what was your last occupation? _____

Please list any experience, special education, skills or talents that would be beneficial to the appointment you are seeking: Lead Engineer and large project management Experience - Boeing Aircraft

Educational Background:

BSME - UCF

Experience:

31 yrs - Boeing Engineering, Capstone focal - Several area universities around Seattle, WA

In compliance with Section 760.80, Florida Statutes, the City of Madeira Beach is required to report annually to the Secretary of State the number of minority and non-minority and the number of physically disabled appointments to a board, committee, or commission.

GENDER☒

Male

☐

Female

PHYSICALLY DISABLED☐

Yes

☒

No

RACE☐

African-American

☐

Native-American

☐

Asian-American

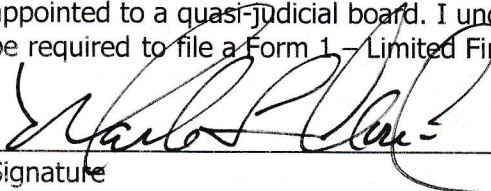
☒

Caucasian

☐

Hispanic-American

Should I be appointed to serve on a board or committee, I agree to comply with the State of Florida's Sunshine Laws, Public Record Laws and the Code of Ethics for Public Officers, and will uphold the City's Charter and Code of Ordinances. I understand that I will have to take an Oath of Office should I be appointed to a quasi-judicial board. I understand that if I am appointed to the Planning Commission I will be required to file a Form 1 - Limited Financial Disclosure form.


Signature

09/03/2025 Date

Interested persons must submit an application to the City Clerk to be considered for appointment by the Board of Commissioners. Appointments will be made only when there are vacancies or expiring terms.

Applications may also be obtained at City Hall, downloaded on the City's website at <https://madeirabeachfl.gov/advisory-boards/> or obtained from the City Clerk.

Submit completed and signed applications to:

City Clerk

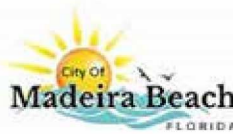
City of Madeira Beach

300 Municipal Drive

Madeira Beach, FL 33708

cvanblargan@madeirabeachfl.gov

727-391-9951, ext. 231



CITY OF MADEIRA BEACH, FLORIDA

300 MUNICIPAL DRIVE, MADEIRA BEACH FL 33708

CITY CLERK'S OFFICE

TELEPHONE: 727-391-9951, EXT 231 or 232

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

Please indicate your preference of board or commission:

☐

Civil Service Commission

☐

Gulf Beaches Public Library Board

☒

Planning Commission

☐

Other _____

Are you a Madeira Beach Resident?

☒

Yes

☐

No

Are you an elector (qualified voter) of the City of Madeira Beach?

☒

Yes

☐

No

Are you related to a City of Madeira Beach employee or elected official? If yes, please state the name of employee or elected official and relationship:

☐

Yes

☒

No

Name: _____

Relationship: _____

Are you available for:

Daytime meetings

☐

Yes

☒

No

Evening meetings

☒

Yes

☐

No

Why would you like to be considered as a candidate for service on this Board?

I have been on the Planning Commission now for a few years and have enjoyed serving our community in this way.

I believe I bring personal expertise and now long form experience that is valuable to our group. I wish to continue serving our community!

Name: Matthew LaRue Phone: (407) 406-2464

Address: 13414 2nd St E, Madeira Beach, FL 33708

E-Mail: mlarue345@gmail.com

Present Occupation: Engineer - Building Design

If retired, what was your last occupation? _____

Please list any experience, special education, skills or talents that would be beneficial to the appointment you are seeking: I am a building design engineer and project manager for my firm in the area, and have a Masters of Real Estate Development from Auburn University. Also, my experience on the Planning Commission the last few years is beneficial to understanding the flow of meetings and expectations of the commission appointment.

Educational Background:

BS Electrical Engineering, University of Central Florida

Master of Real Estate Development, Auburn University

Experience:

Professional Engineer, licensed in Florida

Career focus on building design, construction, and planning

In compliance with Section 760.80, Florida Statutes, the City of Madeira Beach is required to report annually to the Secretary of State the number of minority and non-minority and the number of physically disabled appointments to a board, committee, or commission.

GENDER☒

Male

☐

Female

PHYSICALLY DISABLED☐

Yes

☒

No

RACE☐

African-American

☐

Native-American

☐

Asian-American

☒

Caucasian

☐

Hispanic-American

Should I be appointed to serve on a board or committee, I agree to comply with the State of Florida's Sunshine Laws, Public Record Laws and the Code of Ethics for Public Officers, and will uphold the City's Charter and Code of Ordinances. I understand that I will have to take an Oath of Office should I be appointed to a quasi-judicial board. I understand that if I am appointed to the Planning Commission I will be required to file a Form 1 – Limited Financial Disclosure form.



Signature

9/2/2025

Date

Interested persons must submit an application to the City Clerk to be considered for appointment by the Board of Commissioners. Appointments will be made only when there are vacancies or expiring terms.

Applications may also be obtained at City Hall, downloaded on the City's website at <https://madeirabeachfl.gov/advisory-boards/> or obtained from the City Clerk.

Submit completed and signed applications to:

City Clerk

City of Madeira Beach

300 Municipal Drive

Madeira Beach, FL 33708

cvanblargan@madeirabeachfl.gov

727-391-9951, ext. 231

CITY OF MADEIRA BEACH PUBLIC NOTICE
CIVIL SERVICE COMMISSION & PLANNING COMMISSION
BOARD VACANCY ANNOUNCEMENT

Item 13B.

Civil Service Commission

The City of Madeira Beach is seeking applications to fill two seats on the Civil Service Commission for a three-year term beginning on October 30, 2025, and expiring on October 30, 2028.

Civil Service Commission – 5-member board – regular meetings held quarterly. Additional meetings are held for special projects and employee grievance/appeal hearings. Dates and times vary.

- Members must be residents and qualified City of Madeira Beach voters. Districts do not apply.
- Appointments are made based on experience and qualifications in Human Resources when possible, or demonstrated experience or interest in the subject matter.
- Civil Service Commission members are not required to file an annual Form 1, Statement of Financial Interests, with the Florida Commission on Ethics.
- Civil Service Commission Members serve without compensation, but may be reimbursed for training, travel, mileage, and per diem expenses provided by law.

Planning Commission

The City of Madeira Beach is seeking applications to fill two seats on the Planning Commission for a three-year term beginning on September 30, 2025, and expiring on September 30, 2028.

Planning Commission – 7-member board – regular meetings held monthly on the first Monday at 6:00 p.m. Dates and times are subject to change.

- Members must be residents and qualified City of Madeira Beach voters. Districts do not apply.
- Appointments will be made, consistent with the Charter, Sec. 12.2, and based on demonstrated experience and qualifications in the subject matter from one or more of the following areas, whenever possible [City Code Sec. 2-77]:
 - o Architect or landscape architect
 - o Civil engineer
 - o Real estate sales or land development
 - o Professional experience in natural or environmental sciences
 - o Professional urban planner
- Planning Board members are responsible for filing an annual Form 1, Statement of Financial Interests, **electronically with** the Florida Commission on Ethics within 30 days of appointment. Penalties apply **for late filing**. <https://ethics.state.fl.us/>

For additional information, please contact City Clerk Clara VanBlargan at 727-391-9951, ext. 231 or 232; cvanblargan@madeirabeachfl.gov

Boards, Commissions, and Committees are a valuable part of the local government process. The members are volunteers and provide a great service to the City and the community. Duties and responsibilities include assisting in reviewing the City's policies and procedures, Code of Ordinances, and the City Charter, and making recommendations to the Board of Commissioners.

Interested persons must submit an application to the City Clerk no later than Tuesday, September 2, 2025, to be considered for appointment at the Board of Commissioners Meeting on Wednesday, September 10, 2025, at 6:00 p.m. The meetings are held in the Commission Chambers, 300 Municipal Drive, Madeira Beach, FL 33708.

Applications may be obtained at City Hall, downloaded on the City's website at <https://madeirabeachfl.gov/advisory-boards/>, or obtained from the City Clerk.

Submit completed and signed applications to:

City Clerk
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708
cvanblargan@madeirabeachfl.gov
727-391-9951, ext. 231 or 232



CITY OF MADEIRA BEACH, FLORIDA

300 MUNICIPAL DRIVE, MADEIRA BEACH FL 33708

CITY CLERK'S OFFICE

TELEPHONE: 727-391-9951, EXT 231 or 232

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

Please indicate your preference of board or commission:

☐

Civil Service Commission

☐

Gulf Beaches Public Library Board

☐

Planning Commission

☐

Other _____

Are you a Madeira Beach Resident?

☐

Yes

☐

No

Are you an elector (qualified voter) of the
City of Madeira Beach?

☐

Yes

☐

No

Are you related to a City of Madeira Beach employee
or elected official? If yes, please state the name of
employee or elected official and relationship:

☐

Yes

☐

No

Name: _____

Relationship: _____

Are you available for:

Daytime meetings

☐

Yes

☐

No

Evening meetings

☐

Yes

☐

No

Why would you like to be considered as a candidate for service on this Board?

Name: _____ Phone: _____

Address: _____

E-Mail: _____

Present Occupation: _____

If retired, what was your last occupation? _____

Please list any experience, special education, skills or talents that would be beneficial to the appointment you
are seeking: _____

Educational Background:

Experience:

In compliance with Section 760.80, Florida Statutes, the City of Madeira Beach is required to report annually to the Secretary of State the number of minority and non-minority and the number of physically disabled appointments to a board, committee, or commission.

GENDER ☐ Male ☐ Female **PHYSICALLY DISABLED** ☐ Yes ☐ No

RACE ☐ African-American ☐ Native-American

☐ Asian-American ☐ Caucasian

☐ Hispanic-American

Should I be appointed to serve on a board or committee, I agree to comply with the State of Florida's Sunshine Laws, Public Record Laws and the Code of Ethics for Public Officers, and will uphold the City's Charter and Code of Ordinances. I understand that I will have to take an Oath of Office should I be appointed to a quasi-judicial board. I understand that if I am appointed to the Planning Commission I will be required to file a Form 1 – Limited Financial Disclosure form.

 Signature

 Date

Interested persons must submit an application to the City Clerk to be considered for appointment by the Board of Commissioners. Appointments will be made only when there are vacancies or expiring terms.

Applications may also be obtained at City Hall, downloaded on the City's website at <https://madeirabeachfl.gov/advisory-boards/> or obtained from the City Clerk.

Submit completed and signed applications to:

City Clerk
 City of Madeira Beach
 300 Municipal Drive
 Madeira Beach, FL 33708
cvanblargan@madeirabeachfl.gov
 727-391-9951, ext. 231

CITY CHARTER

Section 12.2 City Planning Commission.

There shall be a City Planning Commission consisting of seven (7) members appointed by the Board of Commissioners for terms of three (3) years. Said appointments to be made from the electors of the City. Members of the City Planning Commission shall hold no other City office or City employment. The City Planning Commission may make recommendations to the City Manager and the Board of Commissioners on all matters affecting the physical development of the City, shall be consulted on the comprehensive plan and the implementation thereof and shall exercise all other responsibilities as may be provided by law or may be assigned to them by the Board of Commissioners from time to time.

Section 12.3 Board of Adjustment.

The Board of Commissioners shall have the authority to appoint a Board of Adjustment if judged to be in the best interests of the City. Said Board of Adjustment, if appointed, shall consist of five (5) members and two (2) alternate members who shall hold no other city office or city employment. The Board of Adjustment shall be established by ordinance which shall set forth the term of office, duties, responsibilities and authority of the members. Said ordinance creating the Board of Adjustment shall clearly set forth the scope of authority of the Board of Adjustment establishing its authority to act and render decisions on request for variances and special exception uses from the established zoning or building regulations. All rules of procedure established by the Board of Adjustment shall be subject to review and approval of the Board of Commissioners.

(Ord. No. 1013, 12-9-03)

Editor's note(s)—Ord. No. 1013, adopted December 9, 2003, renumbered the former § 12.11 as § 12.3.

Secs. 12.4—12.12. Reserved.

Editor's note(s)—Ord. No. 1013, adopted December 9, 2003, repealed §§ 12.3—12.10, 12.12, which pertained to comprehensive plan, implementation of comprehensive plan, division of city into districts by ordinance, uniformity of regulations within districts, difference between districts, regulations to comply with comprehensive plan, hearing and notice on zoning ordinance, amendments, appeals to the board of commissioners, petition to Judge of Circuit Court of Pinellas County, and subdivision and plats and derived from original codification.

PART II - CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE III. - BOARDS, COMMITTEES, COMMISSIONS
DIVISION 2. PLANNING COMMISSION

DIVISION 2. PLANNING COMMISSION¹

Sec. 2-76. Intent.

The intent of this division is to create a local government planning commission that shall serve in an advisory capacity to the board of commissioners. The planning commission shall consider all requests for amendments to the comprehensive plan, the land use plan map, amendments to the land development regulations and the official zoning map and other matters as may be specifically requested by the board of commissioners to be studied by the commission. The planning commission shall serve as the city's local planning agency and land development regulations commission as provided for in Florida Statutes ch. 163.

The local planning agency shall review all amendments to the land development code and the official zoning map.

(Code 1983, § 2-302; Ord. No. 974, § 1, 9-24-02; Ord. No. 1048, § 2, 7-12-05; Ord. No. 1050, § 2, 8-9-05; Ord. No. 1065, § 2, 11-22-05; Ord. No. 2021-04, § 1, 4-14-21)

Sec. 2-77. Organization.

- (a) The planning commission shall be appointed pursuant to the Charter upon the tally of votes cast by the board of commissioners. There shall be seven members. The term of office for each person appointed shall be staggered so that not more than three terms expire within any one year. Any planning commission member may be reappointed upon the tally of votes cast by the board of commissioners. Appointments to fill vacancies shall be for the unexpired term of office.
- (b) Qualifications of the members of the planning commission shall be as provided in the Charter and in this Code at the time of their appointment and throughout the term of office. Any member who is no longer qualified to be a member shall be automatically removed, and that vacancy filled as provided in this section.
- (c) Members of the planning commission shall be suspended or removed for cause upon the filing of written charges by the mayor. The written charges shall be served by hand delivery or certified mail upon the member being charged. The member being charged shall have 15 days to appeal the charges to the board of commissioners. If the charges are appealed, the member being charged shall be afforded a prompt public hearing on the matter. The member shall be retained, suspended or be removed by majority vote of the board of commissioners.
- (d) The failure of any member of the planning commission to attend three consecutive meetings of the planning commission or failure to attend four meetings of the planning commission in any contiguous 12-month period shall be cause for removal. However, the board of commissioners may take into consideration the reason for such absences, and may excuse the member for a reason deemed valid by the board of commissioners.

¹Charter reference(s)—Planning commission, § 12.2.

- (e) Appointments shall be made, consistent with the Charter section 12.2 and on the basis of demonstrated experience and qualifications in the subject matter from one or more of the following areas, whenever possible:
- Architecture or landscape architecture.
 - Civil engineering.
 - Real estate sales or land development.
 - Professional experience in natural or environmental sciences.
 - Professional urban planning.
- (f) The members of the planning commission shall, in October of each year, elect a chairman, first vice-chairman and a second vice-chairman from among its members who shall be voting members.
- (g) Members of the planning commission shall meet each month, as necessary. In addition, the planning commission, by request of the chairman, or the city staff, may schedule special meetings or workshops as needed, provided a quorum has indicated that they can attend such meeting. All meetings of the planning commission shall be public.
- (h) The presence of four or more members shall constitute a quorum.
- (i) Planning commission members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by board of commissioners or as otherwise provided by law.

(Code 1983, § 2-303; Ord. No. 974, § 1, 9-24-02; Ord. No. 1028, § 1, 8-24-04; Ord. No. 2014-15, § 1, 12-9-14; Ord. No. 2017-05, § 1, 3-7-17; Ord. No. 2021-04, § 2, 4-14-21)

Charter reference(s)—Creation of planning commission, membership, terms and qualifications of members, § 12.2.

Sec. 2-78. Conduct of hearing.

- (a) *Application.* An application for a zoning change or land use change shall be submitted 30 days prior to the scheduled meeting.
- (b) *Application filing fee.* Application fees are listed in the fees and collection procedure manual.
- (c) *Notification.* When and at such time as an application is made, the application shall be filed with the community development department who shall post a ten-day notice, or meet the Florida Statutory requirements, whichever is greater, of the time and place when the local planning agency shall consider the subject matter on the application. At the time of posting, all property owners of record, on the tax roll of the year within which the case is being heard, within 300 feet in any direction of the property, which is the subject matter of the application, shall be notified and the notice shall be posted on the property itself setting forth the date, time and place of the hearing. Note: Failure to notify all of the abutting property owners, as shown on the records of the Pinellas County Property Appraiser's Office, shall not constitute grounds for re-advertising the public hearing or conducting additional public hearings and shall not affect any action or proceeding of the application. For all other meetings and workshops not involving an application that must meet specified notification requirements, a minimum of three days' notice must be given.
- (d) *Public hearing.* At the hearing any interested person may be heard upon the subject matter. The procedures established in article I, division 2 shall govern the local planning agency's conduct of public hearings for a site specific rezoning, which is by definition a quasi-judicial matter.

- (e) *Recommendations.* The planning commission or the local planning agency, by majority vote, shall submit its recommendation with respect to the application to the board of commissioners with the written reasons therefore.
- (f) *Written records.* Minutes shall be kept of all hearings by the planning commission and the local planning agency, and all hearings shall be open to the public. The written record shall include the vote of each member upon each question, or if absent or failing to vote, indicating such fact. The minutes of all proceedings, and recommendations of the planning commission and the local planning agency shall be made public record on file with the city clerk.

(Code 1983, § 2-304; Ord. No. 974, § 1, 9-24-02; Ord. No. 1044, § 3, 5-24-05; Ord. No. 1050, § 2, 8-9-05; Ord. No. 2014-15, § 2, 12-9-14; Ord. No. 2021-04, § 3, 4-14-21)

Sec. 2-79. Rules of procedure.

The planning commission shall have the power to establish rules and regulations for its own operation not inconsistent with the provisions of this Code.

(Code 1983, § 2-305; Ord. No. 974, § 1, 9-24-02; Ord. No. 1044, § 3, 5-24-05)

Sec. 2-80. Application for amendment; modification of zoning ordinances.

- (a) Any interested person or property owner in the city may file a written application to the local planning agency upon payment of the filing fee provided in the fees and collection procedure manual, for the purpose of amending, supplementing, changing, or modifying any rule, regulation, or other restriction provided in the zoning ordinances of the city, including a request to change the boundaries of the zoning district or districts of the city.
- (b) The applicant shall provide for reimbursement of all expenses incurred by the city, deemed necessary by the city manager or his/her designee, to review and process an amendment to the zoning code;

Expenses may include, but are not limited to any technical, engineering, planning, landscaping, surveying, legal or architectural services, and advertising.

Within 30 days of the date of receipt of any invoice for such services, the applicant shall reimburse the city for such costs. Failure by the applicant to make such reimbursement when due shall delay the release of a development permit until paid.

- (c) The local planning agency shall make a recommendation pertaining to the application, and the recommendation shall be transmitted to the board of commissioners. The board of commissioners may either accept or reject the recommendation of the local planning agency or take such further action, as it may deem proper in the matter. The procedures established in article I, division 2 shall govern the board of commissioners' conduct of public hearings for a site specific rezoning, which is by definition a quasi-judicial matter.

(Code 1983, § 2-306; Ord. No. 974, § 1, 9-24-02; Ord. No. 1044, § 3, 5-24-05; Ord. No. 1050, § 2, 8-9-05; Ord. No. 1072, § 1, 3-28-06)

Charter reference(s)—Amendments to zoning ordinance, §§ 12.7, 12.8.

Sec. 2-81. Amendment or modification of zoning regulations by board of commissioners; referral to local planning agency.

The board of commissioners may from time to time on its own motion repeal, amend, supplement, change or modify any zoning ordinance of the city, including the changing of boundaries of any zoning district or districts in the city, including the regulations and restrictions and such shall first be referred to the local planning agency for its recommendation and report back to the board of commissioners. If no recommendation is submitted by the local planning agency within a period of 60 days from the time of the request for its recommendation, the board of commissioners may act upon the matter and pass such ordinance as it may deem necessary to effect its desires.

(Code 1983, § 2-309; Ord. No. 974, § 2, 9-24-02; Ord. No. 1050, § 2, 8-9-05)

Editor's note(s)—Ord. No. 1050, § 2, adopted August 9, 2005, changed the title of § 2-81 from "Amendment or modification of zoning regulations by board of commissioners; referral to planning commission" to "Amendment or modification of zoning regulations by board of commissioners; referral to local planning agency."

Charter reference(s)—Comprehensive plan and land development amendments submitted to planning commission, § 12.4C.

Sec. 2-82. Authority to initiate amendments to zoning regulations and zoning boundaries.

The local planning agency, city board of commissioners, city staff, or property owners may, of its own initiative, make such recommendations and proposals as it may deem necessary pertaining to matters of repeal, amendment, supplement, change, or modification of any zoning ordinance, or the boundaries of any zoning district of the city, so long as all of the requirements of public notice and hearing are adhered to, as provided in this Code.

(Code 1983, § 2-310; Ord. No. 974, § 2, 9-24-02; Ord. No. 1044, § 3, 5-24-05; Ord. No. 1050, § 2, 8-9-05)

Editor's note(s)—Ord. No. 974, § 2, adopted September 24, 2002, changed the title of § 2-82 from "Authority to institute amendments to zoning regulations" to "Authority to initiate amendments to zoning regulations and zoning boundaries." See note at § 2-81.

Sec. 2-83. Conflict of interest provisions.

- (a) No member of the local planning agency shall communicate with another member of the local planning agency concerning their intent on any issue or potential issue which is or may be placed before them except at their scheduled meetings.
- (b) No member of the local planning agency shall communicate with any party, witness, representative of a party, or interceding person concerning any issues except at their scheduled meetings or as otherwise specified in article I, division 2 for ex-parte communications.
- (c) Failure on the part of a member of the local planning agency to comply with the provisions of this section shall constitute grounds for removal of such member from the local planning agency.

(Code 1983, § 2-312; Ord. No. 974, § 2, 9-24-02; Ord. No. 1044, § 3, 5-24-05; Ord. No. 1050, § 2, 8-9-05)

Editor's note(s)—See note at § 2-81.

State law reference(s)—Public meetings, Florida Statutes § 286.011; ex parte communications, Florida Statutes § 286.0115.

Secs. 2-84—2-100. Reserved.

From: [Thomas Trask](#)
To: [Anne-Marie Brooks](#); [Ray Kerr](#); [David Tagliarini](#); [Eddie McGeehen](#); [Housh Ghovae](#)
Cc: [Robin Gomez](#); [VanBlargan, Clara](#)
Subject: City Manager
Date: Thursday, August 28, 2025 3:19:16 PM
Attachments: [Copy of Settlement Agreement Comparison.xlsx](#)
[Gomez Robin - RESIGNATION AGREEMENT .docx](#)
[Robin Gomez - Employment Agreement 12-6-21.pdf](#)
[Robin Gomez - First Amendment to Employment Agreement 10-19-22.pdf](#)
[Robin Gomez - Second Amendment to Employment Agreement 6-12-24.pdf](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mayor, Vice Mayor and Commissioners,

I thought it would be beneficial to make a comparison of the severance package provided in Robin's Employment Agreement and the proposal being brought forward in the Resignation Agreement I provided you this morning. I have also attached the Resignation Agreement, Robin's Employment Agreement and First and Second Amendments to the Employment Agreement. Please let me know if you have questions. DO NOT "REPLY ALL" TO THIS EMAIL.

Clara,

Please include this email and the attachments in the September 10, 2025 BOC agenda package. The agenda item should be: Consider Approval of City Manager Resignation Agreement. There should also be an agenda item that follows. It should be: Appoint Acting City Manager.

	<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>
---	--

CONFIDENTIALITY, DISCLOSURE, AND WIRING INSTRUCTION NOTICES

Confidentiality and Disclosure Notices. The information and all attachments contained in this electronic communication are legally privileged and confidential information, subject to the attorney-client privilege and intended only for the use of the intended recipients. If the reader of this message is not an intended recipient, you are hereby notified that any review, use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately of the error by return e-mail and please permanently remove any copies of this message from your system and do not retain any copies, whether in electronic or physical form or otherwise. Additionally, the information contained herein may become subject to disclosure as a public record under Chapter 119, Fla. Stat.

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.

City Manager's Contract Severance		City Manager's Settlement Offer	
Item Description	Amount	Amount	Item Description
Pay - 15 weeks - \$67.31/hour	\$ 40,384.65	\$ 56,153.85	Pay/Car Allowance - 20 weeks - \$70.1925/hour
Car Allowance - 15 weeks - \$500.00/month	\$ 1,625.00	\$ -	
Pension - 15 weeks	\$ 5,041.16	\$ 6,738.46	Pension - 20 weeks
Annual Leave - 188 hours - \$67.31/hour	\$ 12,654.28	\$ 13,196.15	Annual Leave - 188 hours - \$70.1923/hour
Sick Leave - 22 hours - \$67.31/hour	\$ 1,480.82	\$ 1,544.23	Sick Leave - 22 hours - \$70.1923/hour
Health Insurance - 15 weeks (through 12/31/25)*	\$ 8,479.26	\$ 11,305.68	Health Insurance - 20 weeks
Dental Insurance - 15 weeks (through 12/31/25)*	\$ 336.39	\$ 448.52	Dental Insurance - 20 weeks
Vision Insurance - 15 weeks (through 12/31/25)*	\$ 61.56	\$ 82.08	Vision Insurance - 20 weeks
Grand Totals	\$ 70,063.12	\$89,468.97	
Differential		\$19,405.85	

Notes:

* Please note that Cobra rates apply for Health, Dental, and Vision insurances when City Manager is no longer an employee

RESIGNATION AGREEMENT

ROBIN GOMEZ (hereafter referred to as Gomez) has been employed as the City Manager of the CITY OF MADEIRA BEACH, FLORIDA (hereafter referred to as the City) since December 6, 2021 and now desires to submit his resignation to the City. The City desires to accept his resignation. Accordingly, in consideration of the mutual covenants set forth in this Agreement, the City and Gomez contract and agree as follows:

1. Gomez hereby resigns as the City Manager of the City, and the City accepts his resignation, effective as of midnight on September 12, 2025.

2. In exchange for Gomez's promises and obligations under this Agreement, eight (8) calendar days following the execution of this Agreement by both parties, the City agrees to treat the resignation, for the purposes of this Agreement, as termination without cause and agrees to pay the following termination and severance pay to Gomez:

a. Twenty (20) weeks of salary at the rate in effect on September 12, 2025, to be paid through city payroll, every other week, beginning with the payroll date of October 3, 2025 and ending February 6, 2026. In addition, the City shall continue to pay the \$500.00 per month auto allowance. The City and Gomez agree that for the purposes of computing aggregate salary, his annual base compensation on the effective date of this Agreement is \$140,000.00. Therefore, Gomez will be paid the gross amount of \$56,153.85 less federal income tax withholding of \$8,379.62, less Social Security withholding of \$3,481.60 and less Medicare withholding of \$814.30 for a net of \$43,478.33.

b. The City agrees to pay the monetary equivalent of his unused annual leave, which Gomez has accumulated. Therefore, Gomez will be paid the gross amount of \$13,196.15 less federal income tax withholding of \$3,149.32, less Social Security withholding of \$818.17, less Medicare withholding of \$191.35 for a net of \$9,037.31.

c. The City agrees to pay the monetary equivalent of his unused sick leave, which Gomez has accumulated. Therefore, Gomez will be paid the gross amount of \$1,544.23 less federal income tax withholding of \$10.75, less Social Security withholding of \$95.75, less Medicare withholding of \$22.39 for a net of \$1,415.34.

d. The City agrees to provide to Gomez and his dependents health, dental, vision, disability and life insurance benefits at the same terms and rates that he was receiving on September 12, 2025 pursuant to Gomez's Employment Agreement and the City's Personnel Rules and Regulations. These benefits shall continue during the twenty (20) week severance duration.

e. The City agrees to continue to make retirement contributions into Gomez's established International City/County Management Association Retirement Corporation (ICMA-RC) Money Purchase Plan and Trust, 401(a) as outlined in Section 5A. of Gomez's Employment Agreement, for the twenty (20) week severance duration.

3. Gomez will return all City property and equipment in his possession to the City as of the effective date of this Agreement. All cell phone, internet and computer service to the cell phone will be disconnected as of midnight on September 12, 2025..

4. Gomez will return all official City papers and documents in his possession as of the effective date of this agreement.

5. Gomez will cooperate with the City before and after the effective date of this agreement to ensure the orderly and efficient processing of his resignation.

6. For and in consideration of the promises of the City set forth in this Agreement, Gomez, on his own behalf and on behalf of his heirs, legal representatives and assigns, waives, releases, and forever discharges the City, including its Commissioners, agencies, departments, past and present officers, supervisors, employees, representatives, administrators, successors, assigns, and insurers of and from any and all claims and causes

of actions, including but not limited to charges, suits, promises, and actions which he has or may have arising out of his employment with the City. This specifically includes, but is not limited to, all liabilities for the payment of earnings, bonuses, salary, accruals under any vacation, sick leave, or holiday plans, any employee benefits, including, but not limited to, health and medical insurance benefits, other than those stated in this Agreement. This release also includes any charge, claim or lawsuit under the U.S. Constitution, the state constitution, and any federal, state, or local law, including but not limited to, claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e), et seq., as amended, the Civil Rights Act of 1991, the Civil Rights Act of 1866, the Age Discrimination in Employment Act, as amended by the Older Workers' Benefit Protection Act, 29 U.S.C. § 621, et seq., the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, et seq., the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Occupational Safety and Health Act, as amended, 29 U.S.C. § 651, et seq., the National Labor Relations Act, as amended, 29 U.S.C. § 141, et seq., the Immigration Reform Control Act, as amended, 29 U.S.C. § 1801, et seq., claims under Florida state law and any tort, contract, and quasi-contract or other common law claims, including, but not limited to, claims for unpaid wages, wrongful termination, discrimination, harassment, retaliation, negligent or intentional infliction of emotional distress, negligent hiring, negligent supervision, negligence, invasion of privacy, defamation, slander, assault, battery, misrepresentation, and conspiracy. Similarly, the City releases Gomez from any and all claims.

7. Gomez represents that he has not filed any complaint or charge with the EEOC, any state commission or agency, federal or any Department of Labor, or with any other local, state or federal agency or court, that he will not do so at any time hereafter, and that if any

such agency or court assumes jurisdiction of any complaint, charge against the City on his behalf, Gomez will request such agency or court withdraw from the matter.

8. Gomez and the City agree not to divulge, reveal or disseminate any information, which may result in injury to the reputation of each other, to the extent allowable by law. The parties recognize that the City is subject to the provisions of § 119.01, et seq., Fla. Stat., the “Public Records Act.”

9. In executing this agreement and the release set forth in the paragraphs (6) and (7), Gomez acknowledges and affirms that:

a. He possesses sufficient education and experience to fully understand the terms of this Agreement as it has been written, the legal and binding effect of this Agreement, and the exchange of benefits and promises herein;

b. He suffers from no legal disabilities or mental or physical disability which would affect, disable or prevent the valid and legally binding execution of this Agreement;

c. He has not taken any drug or medication prior to executing this agreement that would prevent him from understanding the terms of this Agreement;

d. The City’s obligations to perform under this Agreement are conditioned upon his performance of all agreements, releases and covenants to the City;

e. He has read this agreement fully and completely, and he understands its significance;

f. He enters into this agreement knowingly and voluntarily and of his own free will and choice; and

g. He understands that he may revoke this Agreement at any time within seven (7) calendar days of his execution of this Agreement (“the revocation period”). To revoke any consent to this Agreement, he must cause written notice to be delivered to the City Attorney, Thomas J. Trask.

h. He has had the benefit and advice of legal counsel which he retained in deciding to execute this Agreement.

10. This Agreement fully and completely expresses the entire agreement and understanding between the parties. Any and all prior understandings and agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement. This Agreement may not be orally amended, modified or changed. Any amendment, modification or change of this Agreement must be by written instrument executed by the parties hereto.

11. This Agreement is made and entered into in the State of Florida and shall in all respects be interpreted, enforced and governed by the laws of this State.

12. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any party to this Agreement, and with the purpose of effectuating and enforcing the expressed intent of the parties to resolve, compromise and settle their claims.

13. This Agreement shall be effective as of the date it is signed by the last party to this Agreement.

PLEASE READ CAREFULLY. THIS AGREEMENT IS A LEGALLY BINDING DOCUMENT AND INCLUDES A GENERAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Executed at Madeira Beach, Florida this ____ day of _____, 2025.

ROBIN GOMEZ

Executed at Madeira Beach, Florida this ____ day of _____, 2025.

CITY OF MADEIRA BEACH, FLORIDA

By: _____
Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

EMPLOYMENT AGREEMENT – ROBIN GOMEZ

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

WITNESSETH:

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

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

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

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

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

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

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

SECTION 1. DUTIES

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

SECTION 2. TERM AND EFFECTIVE DATE

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

SECTION 3. SALARY

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

SECTION 4. BENEFITS

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

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

SECTION 5. RETIREMENT

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

SECTION 6. PROFESSIONAL DEVELOPMENT

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

SECTION 7. SUSPENSION TERMINATION SEVERANCE CONDITIONS

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

- a. If terminated For Cause, two (2) weeks' pay, however, severance pay shall be prohibited if the Manager is terminated for "misconduct" as defined in S 443.036(29), Fla. Stat.;
 - b. If terminated without cause, an amount of fifteen (15) weeks of Manager's annual exit salary rate, paid biweekly as payroll or in multiple installments or in one lump sum payment, at the Managers discretion.
4. Definition of "For Cause." Nothing herein shall modify or diminish the authority of the BOC to terminate the Manager nor alter or change the indefinite nature of the Manager's term of employment as provided by Article V, Section 5.1 of the City Charter. "For Cause" will not be required for removal of the Manager. However, for purposes of determining whether the Manager will be entitled to severance pay only, "For Cause" shall include any act of fraud, dishonesty or conviction of any criminal act (except for minor traffic infractions) made unlawful under any state, federal or local law, or the failure to comply with any law relating to public records, public meetings, or disclosure (as determined by a court of jurisdiction or the Florida Commission on Ethics).
- C. The BOC authorizes and directs that payments made pursuant to the terms and conditions stated herein shall be made without further approvals being requested or required.
 - D. Any City health, dental and vision, disability, and life insurance benefits, which are provided to Manager pursuant to this Agreement and the City's Personnel Rules and Regulations shall continue to be provided at the same terms and rates provided herein for the severance duration following termination.
 - E. In the event of termination, City shall continue to make retirement contributions into Manager's established International City/County Management Association Retirement Corporation (ICMA-RC) Governmental Money Purchase Plan and Trust (401 (a)) Plan as outlined in Section 5.A. of this Agreement for the 15-week severance duration.
 - F. In the event Manager resigns following any formal action of the City Commission requesting that the City Manager resign (either for cause or without cause) from his employment with the City, then the Manager may at his option resign from his position and shall be deemed to be "terminated" (either with cause or without cause) within the meaning and context of the severance provisions of this Section.
 - G. In the event Manager is terminated by Commission for conviction of a felony, the City shall have no obligation to pay the severance sums stipulated in Section 7.

SECTION 8. RESIGNATION

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

SECTION 9. PERFORMANCE EVALUATION

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

SECTION 10. MOVING AND RELOCATION EXPENSES

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

SECTION 11. OTHER TERMS AND CONDITIONS

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

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

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

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

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


MAYOR JOHN HENDRICKS
CITY OF MADEIRA BEACH, FLORIDA


ROBIN GOMEZ

ATTESTED BY CITY CLERK:


CLARA VANBLARGAN

APPROVED AS TO LEGAL FORM:


CITY ATTORNEY

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

SECTION 2. TERM AND EFFECTIVE DATE.


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

SECTION 3. SALARY

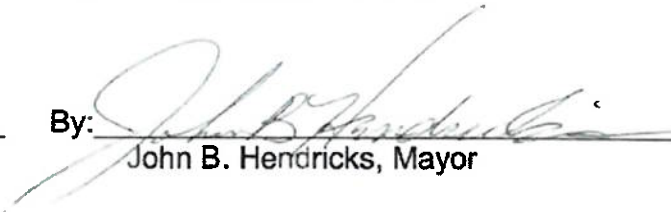
- A. City agrees to pay Manager an annual base salary of One Hundred Forty Thousand Dollars (\$140,000.00), payable in accordance with the City's payroll procedures starting October 1, 2022.
- B. In addition, City may increase the base salary and/or benefits of Manager in such amounts and to such extent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

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


CITY OF MADEIRA BEACH**ATTEST:**


Clara VanBlargan, City Clerk

By:


John B. Hendricks, Mayor

APPROVED AS TO FORM:


Thomas J. Trask, City Attorney

CITY MANAGER:


Robin Gomez

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

12th This Second Amendment to Employment Agreement, made and entered into this day of June, 2024, by and between the **CITY OF MADEIRA BEACH**, a municipal corporation, organized and existing under the laws of the State of Florida, hereinafter referred to as "City" and **ROBIN GOMEZ**, hereinafter referred to as "Manager," both of whom agree as follows:

WITNESSETH:

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

WHEREAS, the City and Manager mutually negotiated and entered into that certain First Amendment to Employment Agreement dated October 19, 2022 ("First Amendment"); and

WHEREAS, the City and Manager wish to extend the term of the Employment Agreement, as amended, to December 31, 2028, increase the annual vacation leave of the Manager for an additional four (4) annual vacation leave workdays for a total of twenty-five (25) days, and clarify that the Manager's performance evaluation will occur in May of each year.

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

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

SECTION 2. TERM AND EFFECTIVE DATE.

- A. City and Manager agree to the exclusive employment of Manager. The term of this Agreement shall begin on December 20, 2021 and end on December 31, 2028. This Agreement may be amended, extended or terminated by the parties, in accordance with the provisions of this Agreement, unless terminated or resigned pursuant to Sections 2, 7 and 8, herein. If either party does not wish to renew this Agreement, they must give sixty (60) days written notice prior to the expiration of this Agreement.

2. That subparagraph B of Section 4 (Benefits) shall be amended to read as follows:

SECTION 4. BENEFITS

- B. Manager shall be provided annual vacation leave equal to twenty-five (25) workdays per calendar year.

3. That Section 9 (Performance Evaluation) shall be amended to read as follows:

SECTION 9. PERFORMANCE EVALUATION

In May of each year, the Board of Commissioners shall conduct a performance evaluation of Manager during an agenda item posted at a noticed public meeting. The parties agree that performance evaluations for the purpose of mid-course corrections may occur at any time. The review and evaluation shall be in accordance with specific criteria developed jointly by Commission and Manager.

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

CITY OF MADEIRA BEACH

ATTEST:

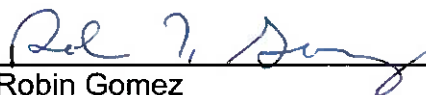

Clara VanBlargan, City Clerk

By: 
James "Jim" Rostek, Mayor

APPROVED AS TO FORM:


Thomas J. Trask, City Attorney

CITY MANAGER:


Robin Gomez



MEMORANDUM

Date: September 3, 2025
To: Mayor, Vice-Mayor and Commissioners
From: Megan Powers, Assistant to the City Manager
Subject: Recruiting Firm- City Manager and other Senior Vacancies

Background

The City is currently facing a number of critical leadership vacancies, including the City Manager and Building Official positions. These roles are essential to maintaining stability, continuity of services, and advancing the City's strategic priorities. A thorough, competitive, and professional recruitment process is necessary to ensure we attract highly qualified candidates who possess the skills, experience, certifications and leadership qualities required to guide the City forward.

Fiscal Impact

Research showed cost of a recruitment firm would be 20-30% of the position's annual salary. When looking at senior level positions, including the City Manager, the cost would exceed our purchasing threshold of \$30,000 before requiring a Request for Proposal (RFP).

Estimated Costs per Position:

Position	Estimated Salary	Recruitment Cost	
		20% of Salary	30% of Salary
City Manager	\$140,000	\$28,000	\$42,000
Building Official	\$105,000	\$21,000	\$31,500
Senior Planner	\$80,000	\$16,000	\$24,000

Recommendation:

Given the current vacancies and the importance of filling these roles with capable leaders, it is recommended that the City engage a professional recruitment firm to assist with the City Manager search and other senior leadership positions. This approach will position the City to attract top-tier candidates while maintaining public confidence in the process.

It is recommended the Board of Commissioners waive the RFP requirement as these positions need to be filled immediately. It is also recommended the Board of Commissioners choose a representative to conduct secondary interviews, along with City staff, to choose a firm to represent the City. Attached are proposals I have received during research.

Firms Researched:

- Goodwin Recruiting
 - Proposal Attached
- Strategic Government Resources (Used by Treasure Island)
 - Waiting on Proposal and TI contract to review
- Express Employment Professionals (Local)
 - Proposal Attached
- S. Renee Narloch & Associates (Used by St. Pete Beach)
 - Waiting on Proposal; Attached St. Pete Beach contract to review

LINKS TO WEBSITES

- Express Employment Professionals
<https://www.expresspros.com/stpetersburgfl>
- Goodwin Recruiting
<https://www.goodwinrecruiting.com/>
- Strategic Government Resources
<https://www.governmentresource.com/>
- S. Renee Narloch & Associates
<https://www.srnsearch.com/>
- NEOGOV Recruit Module
<https://www.neogov.com/hubfs/Docs/NEOGOV-Module-Recruit-Digital.pdf?hsCtaTracking=2e53d0cd-8df6-4f56-bfac-3b5d2a09fd1a%7C8cc9c6c4-ccd1-48fc-b5d2-55010fa9e2da>

Powers, Megan

From: Kevin Kusinski <kkusinski@goodwinrecruiting.com>
Sent: Thursday, August 7, 2025 4:32 PM
To: Powers, Megan
Subject: Goodwin Recruiting Recap & Proposal
Attachments: Goodwin Recruiting Draft Fee Agreement for City of Madeira Beach.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Megan,

It was great to connect today!

As we discussed, I have attached a sample fee agreement so you may see the verbiage, and the reasons to partner with Goodwin Recruiting are below.

Have a wonderful rest of your day and let me know if you have any questions... otherwise, I will connect with you after you Wednesday.

Just a few of the many Benefits of Partnering with Goodwin Recruiting:

- We value this partnership and believe in transparent communication and a genuine, congruent relationship with you.
- We are a Forbes-recognized America's Best Professional Recruiting Firm and Glassdoor's Best Place to Work,
- Our recruiters come from operations. We have a dedicated team of government recruiters.
- We are boots-on-the-ground in most markets.
- Our candidates' resumes may not be available via typical job boards. They entrust Goodwin to find them their new careers and we also hunt down candidates who were not even looking for a new career.
- We spend a lot of time with each candidate, face-to-face, to ensure we find out everything that is not evident on the resume.
- We will handle the back-and-forth candidate communication so you don't have to.
- We move at the speed of business! Rapid response time and as an added layer of support, to ensure that nothing falls through the cracks.
- In conclusion, we will save you time, effort and stress. We find the most top-tier candidates and allow you to focus on all your other responsibilities.



Kevin Kusinski

Client Solutions Specialist Bronze Pinnacle Biller

O: (404) 975-4561 | C: (404) 376-1537

Learn about becoming a Goodwin Recruiter | Join our talent pool | Connect with me: 



**Inc. Best
Workplaces**
2025



This Contingency Fee agreement is made between Goodwin Recruiting and City of Madeira Beach (Hereinafter Company). Whereas Goodwin Recruiting is in the business of recruitment of candidates for employment; Whereas Company is seeking candidates to fill position(s). The parties therefore agree to the following:

Candidates Presented

- ▶ Goodwin Recruiting will seek candidates for position(s) as requested by Company. Fees shall be due and payable directly to Goodwin Recruiting for such services if a Goodwin Recruiting referred candidate is hired by Company, any of its affiliates or as a result of a referral to another company for any position within one year from last documented communication about the specific candidate between the Company and Goodwin Recruiting. All candidates presented to the company through Goodwin Recruiting shall be considered represented by Goodwin Recruiting unless the company received the candidate from another source within the last year and they are actively working with the candidate. If the company received a candidate through another means and is actively working the candidate, it is the Company's responsibility to notify and provide proof, as requested, to the Goodwin Recruiting representative upon submission. If the company fails to notify Goodwin Recruiting or its representative does any work at request of City of Madeira Beach, it is agreed upon that all fees will be due if the candidate is hired by Company. Once a search is started, if a candidate is presented for the position and that candidate is hired in any capacity, including as a consultant, the full fee will be applied according to the position and salary they were submitted for.
- ▶ Goodwin Recruiting will refer all quality candidates in accordance with federal, state, and local EEOC laws.
- ▶ Company will make the decision to hire, or not hire, a candidate presented by Goodwin Recruiting independent of Goodwin Recruiting. Goodwin Recruiting is not liable in any way for the independent hiring decisions of Company. Company understands they are responsible to execute any background, drug, or other testing they deem necessary and are permitted by law. Goodwin Recruiting will provide references upon request.

Fees

Positions	Fee
General Placement Fee	25%

Guarantee / Payment Terms

- ▶ Goodwin Recruiting guarantees that if a placed candidate leaves employment of the Company, either voluntarily or through termination, for any reason other than reduction of workforce, or if the separation is due to a clear company violation of sexual harassment, labor laws or similar legal concerns, within 90 calendar days from the candidate's start date, Goodwin Recruiting will provide a one-time replacement candidate, with a comparable base salary, at no cost to the Company. There is no cash back. Company agrees that the guarantee portion of the agreement becomes null and void if full payment is not received by the due date, if payments are made in installments or if the company fails to notify Goodwin Recruiting within 10 days of the separation and/or prior to the expiration of the guarantee period. Goodwin Recruiting aims to fulfill the replacement as soon as possible by supplying an ample number of candidates to review and consider, and the company agrees to communicate timely and provide feedback on all replacement submissions. If company does not

communicate thoroughly and timely, changes the search criteria for the position without proper explanation, insists on a replacement candidate that does not align with EEOC or other local laws, or does not coordinate an opportunity to replace the candidate within 1 year, it will be understood the replacement guarantee will be forfeited.

- ▶ The placement fee for our services becomes due in full once the candidate begins employment. Company agrees to pay invoice within 14 days of the hired Candidate's start date. Unpaid fees shall be subject to a 5% late charge. Company agrees to pay Goodwin Recruiting any and all expenses associated with failure to pay under the terms of this Fee Agreement, including but not limited to reasonable attorney and collection fees.

Details

- ▶ This agreement will remain in force unless either party submits and has ratified any changes as described below or chooses to terminate the agreement at any time providing written notice to the other party. Both parties understand that if the agreement is terminated, all terms of the agreement remain in effect for any activities or candidates submitted prior to the date of contract termination.
- ▶ The percentage placement fees above are calculated based on the 1st year projected annual base salary multiplied by the percentage rate. Sales and use taxes will be assessed on the placement fee, if applicable.
- ▶ Company agrees not to contract, pay or independently contract any Goodwin Recruiting representative without the express permission of Goodwin Recruiting. If Company hires any Goodwin Recruiting representative within 1 year of the representative's employment or Independent Contractor agreement with Goodwin Recruiting, Company agrees to pay a fee to Goodwin Recruiting that is equal to 25% of the 1st year projected annual base salary.



LOCALLY OWNED, INTERNATIONALLY SUPPORTED

Express has a personal stake in the success of your company. We are a locally owned franchise backed by an international staffing organization large enough to serve you completely. We have access to resources most local employment companies just cannot match.

Our Service:

- Is locally owned and operated
- Offers international support with more than 35 years of experience.
- Allows you to focus on your core business functions
- Increases your productivity and profitability
- Provides you with a larger pool of qualified candidates
- Has a thorough employee selection process
- Helps you with peak production periods
- Allows you to evaluate candidates on-the-job.
- Gives you staffing and HR expertise
- Is ISO Certified
- Offers testing and training for all associates
- Keeps jobs in the community
- Keeps tax dollars in the community

While working for Express, our associates can also become eligible for a variety of benefits*:

- Referral bonuses
- Medical, dental, and vision plans
- Prescription drug reimbursement
- Short-term disability
- Direct deposit
- Holiday pay and vacation pay
- Safety incentives
- 401(k) retirement savings plan
- Life insurance

*Express associates may be required to work a specified number of hours and/or weeks before they become eligible for some benefits. Benefits vary by Express location.





Respecting People. Impacting Business.™

The Recruiting & Staffing Rate Agreement

City of Madeira Beach

August 21, 2025

Position Title	Pay rate	Bill rate	Conversion (The Express associate must complete these work hours prior to being transferred to your payroll without a fee.) For temporary and/or evaluation hire an employee.
Admin/Professional	\$18/hr-\$22/hr	\$22.68/hr-\$27.72/hr	640
General Labor	\$16/hr-\$20/hr	\$22.08/hr-\$27.60/hr	640
Skilled Trades/Maintenance	\$19/hr-\$28/hr	\$25.08/hr-\$36.96/hr	640
Admin/Professional/Office Manager/Skilled	Employees' Annual Salary	15% of Associate's Annual Salary	Direct Hire Fee 30 Day, 1 time replacement

Invoices are due upon receipt.

Payments received after 45 days will incur interest.

Express Employment Professionals are ISO 9001:2000 certified.

The Client bill rate includes Express Services' absorption of the following expenses during temp and temp-to-hire:

Included:

- Unemployment, Workers' Comp, Payroll Taxes, Payroll Processing
- ACA Compliant/Employee Benefits offered.

Additional Fees:

- National Background Check/Drug Screening-(5 or 10) panel if requested for an additional fee of \$20/each test for each associate – to be billed monthly.

Terms on Assignment (Hours worked)	Fee Schedule
Up to 250 Hours	15% of Annual Salary
251 – 519 Hours	10% of Annual Salary
520 – 719 Hours	5% of Annual Salary
720 Hours and Up	\$500 conversion fee—waived if invoices are current

Your account must be current and Express should be notified 10 days prior to the effective transfer date so that a smooth transition can occur. You will be billed weekly for our services and invoices are due upon receipt. Please sign below in acceptance of these terms and return this letter along with the signed staffing agreement and new account information.

Express Employment Professionals St Pete, FL
727-479-0679

Date

City of Madeira Beach

Date

This quote is valid for 6 months from date of signature.

What our clients and associates have said about Express!

Express Employment Professionals always do an amazing job. I have used them for multiple team members on my staff, as well as referring them to other business owners in need of staffing and referring them to people looking for work. Each time I or someone I have referred has interacted with them it has been the best of service. I highly recommend them.

No business owner should be doing lots of interviews and taking risks on their own - let them do the work for you!

-Jon Toy, Owner of Fast Signs

Amy and her entire team at Express were great to work with. I cannot thank them enough for everything they did to help my company hire some of the top talent in the area. Even after the hire they always checked in and made sure everything was going well.

I would highly recommend them to any business owner or HR manager that is looking for a problem-free solution to acquire professionals to add to their team.

-Derek Lau-AideMMedia Solutions

I can't say enough about Express Employment, everyone is very professional and knowledgeable. They have provided exceptional staff that has been a key part of my growth and success this past year!

-Crystal Buntemyer- Advanta Clean

Amy is a very professional, intelligent, dedicated businessperson that I highly recommend. Fulfilling the needs of her clients with quality employees is of the utmost importance to her and the entire Express Pros team. They will not send us just "anybody" to fill a role but will do their best to exceed your expectations. I have always been impressed by her energy, enthusiasm, and passion for helping businesses and employees at all levels.

-Kellie Boysen, PHR, Owner of Alternate HR

The gals and the guys at the Express Pros office have been great with me! They appointed me good jobs tailored to my talents and kept me working even when a long-term assignment had ended. The staff are a joy to be around, and they truly are Pros!

-Timothy Sickmeyer

I appreciate your time in the preliminary interview. You and your staff made me feel comfortable through the process. I felt like a "Name not a Number" and that is unusual from all the other agencies that I have dealt with in the past.

-Markham Grimes

NOTICE: All rates, direct hire fees and temp to perm hours are valid for six months from the above letter date. After this time, all rates and figures are subject to change.



S. RENÉE NARLOCH
& ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT

[Home](#)
[About](#)
[Services](#)
[Clients](#)
[Current Searches](#)
[Brochures](#)
[Apply](#)
[Contact](#)
[About](#)

S. Renée Narloch & Associates is focused on providing strategic, quality search services.

The firm of S. Renée Narloch & Associates is dedicated to providing quality executive search services to our clients in a cost efficient manner. Our firm is a minority-owned company which combines the experience, skills, integrity and high professional standards of its staff to meet the unique needs of our clients.

Our team is committed to recruiting exceptionally talented leaders for senior management positions. Our recruiters have over 25 years experience conducting hundreds of searches. We have offices in Florida and Texas and represent clients throughout the country.



S. Renée Narloch
President/CEO
in

Ms. Narloch has over 25 years experience recruiting executives in the public sector and private sector industries. She has served as a senior executive for several corporate agencies and consulting firms and had responsibilities managing regional and national firms. Prior to forming S. Renee Narloch & Associates, Ms. Narloch served as Senior Vice President for a national recruitment agency.

S. Renée Narloch & Associates
2910 Kerry Forest Pkwy D4-242
Tallahassee, FL 32309
850-391-0000
info@srnsearch.com

in

© 2014 by S. Renée Narloch & Associates. Proudly created with [Wix.com](#)



S. RENÉE NARLOCH
& ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT

[Home](#)
[About](#)
[Services](#)
[Clients](#)
[Current Searches](#)
[Brochures](#)
[Apply](#)

Services

What We Do

S. Renée Narloch & Associates recognizes the importance of hiring the right talent, ensuring a long-term fit for clients and candidates. As such, we have developed a proven recruitment process designed to meet the unique needs of our clients and ensure a successful outcome.

Our primary clients include cities, counties, special districts, and quasi-government agencies, as well as for profit and non profit agencies. We value our clients and provide the expertise and quality of service necessary to fulfill our mission of being experts in talent management.

A minority-owned business, S. Renée Narloch & Associates, has assembled an exceptional group of talented consultants with varied backgrounds. Our staff are highly trained in the field of executive search and possess an exceptional work ethic and professional standards.

Executive Search & Recruitment

Our recruiters are leaders in executive search and have more than 25 years experience conducting hundreds of searches for a wide variety of senior management and leadership positions. We focus on our clients' issues and opportunities, short and long-term, and bring an expertise which provides a strategic approach to meeting their human capital needs.

Our process is comprehensive and typically includes:

- Developing a Candidate Profile
- Advertising and Marketing the Position
- Recruiting Candidates
- Screening and Recommending Candidates
- Conducting Interviews
- Conducting Public Records Searches
- Conducting Background/Reference Checks
- Assisting in Negotiations

Executive Assessment and Outplacement Services

In addition to executive search services, we offer our clients assessments services and outplacement services. These may be used in conjunction with our search services or independently. Please contact us for additional details.

Practice Areas

- City/County Management
- Public Safety
- Finance/Budget
- Human Resources
- Public Works
- Engineering
- Technology
- Transportation
- Growth Management
- Water/Wastewater
- Economic Development
- Legal
- Housing
- Human Services
- Non Profits/Associations

S. Renée Narloch & Associates
2910 Kerry Forest Pkwy D4-242
Tallahassee, FL 32309
[850-391-0000](tel:850-391-0000)
info@srnsearch.com



© 2014 by S. Renée Narloch & Associates. Proudly created with [Wix.com](https://www.wix.com)



**S. RENÉE NARLOCH
& ASSOCIATES**
PROFESSIONAL EXECUTIVE RECRUITMENT

[Home](#)
[About](#)
[Services](#)
[Clients](#)
[Current Searches](#)
[Brochures](#)
[Apply](#)

Clients

Listed below are some clients for which our recruiters have recently completed searches, many of which are repeat clients.

Broward County, FL

- County Attorney
- Port Director

City of Boca Raton, FL

- Director of Human Resources
- Building Official
- Risk Manager
- Deputy Financial Services Director

City of Cape Coral, FL

- City Attorney
- Public Works Director

City of Coconut Creek, FL

- City Attorney

City of Coral Springs, FL

- City Manager
- Deputy City Manager
- Director of Financial Services
- Director of Economic Development

City of Dania Beach, FL

- City Manager

City of Dunedin, FL

- City Manager
- City Clerk
- Director of Communications
- Director of Community Development
- Director of Finance

City of Fort Lauderdale, FL

- City Manager
- City Attorney
- Assistant City Manager
- Deputy Director of Human Resources
- Building Official
- Sustainability Director

City of Gainesville, FL

- City Auditor

City of Lake Worth, FL

- Finance Director

The International Association of Campus Law Enforcement Administrators, MD

- Executive Director

Town of Lake Lure, NC

- Town Manager
- Project Manager

Town of Landis, NC

- Town Manager

Cumberland County, NC

- Human Resources Director
- Assistant County Manager for General Government & Stewardship
- Assistant County Manager, Community Support Services

Durham County, NC

- Fire Marshal/Director of City/County Emergency Management

Person County, NC

- County Manager

Wake County, NC

- County Manager

City of Rochester, NY

- Fire Chief

City of Rye, NY

- City Manager

Cincinnati Metropolitan Housing Authority, OH

- President/CEO

City of Dublin, OH

- Director of Communications & Public Affairs

Franklin County, OH

- County Administrator
- Director of Communications & Public Affairs

Franklin County, OH

- County Administrator
- Director of Jobs and Family Services
- Animal Services Director

City of Live Oak, FL
-City Manager

City of Margate, FL
-City Attorney

City of Northport, FL
-City Attorney

City of Port St. Lucie, FL
-City Attorney

City of Safety Harbor, FL
-City Manager

City of St. Cloud, FL
-Police Chief
-Environmental Utilities Director
-Human Resources & Risk Management Director
-Information Technologies Director

City of St. Pete Beach, FL
-City Manager
-Assistant City Manager

City of Tallahassee, FL
-City Manager
-Assistant General Manager - Underground Utilities
& Public Infrastructure

City of West Palm Beach, FL
-Director of Public Utilities
-Director of Engineering Services
-Traffic Engineer

Collier County, FL
-Director of Facilities Management

Community Coordinated Care For Children, Inc., FL
-Chief Officer of Education

Consolidated Dispatch Agency, FL
-Director

Hillsborough County, FL
-County Administrator
-Director of Affordable Housing Services
-Head Start Director

Leon County Government, FL
-Building Official
-Grants Manager

Miami-Dade County, FL
-PHCD Development Director
-Director of Public Housing Division
-RAD Program Manager
-Housing Choice Voucher Division Director

Orange County, FL
-Corrections Director

Western Reserve Transit Authority, OH
-Executive Director

Workforce Development Board of Central Ohio, Inc.
-Executive Director

Housing Authority of the City of Tulsa, OK
-President/CEO

Centre Area Transportation Authority, PA
-Director of Finance
-Director of Human Resources
-Director of Transportation
-Data Analyst

York County, SC
-County Manager

City of Arlington, TX
-Parks/Recreation

City of Austin, TX
-Assistant Director Public Works,
Engineering & Project Delivery

City of Baytown, TX
-Police Chief
-City Attorney
-Assistant City Manager
-Director of Public Affairs

City of Corpus Christi, TX
-Director of Public Works

City of Dallas, TX
-City Manager
-City Attorney
-Director of Transportation
-Director of Water Services
-Managing Director of Office of Environmental Quality
-Assistant Director of Street Services

City of San Antonio, TX
-Assistant Finance Director, Procurement

City of South Padre, TX
-Director of the Convention & Visitors Bureau

City of Sugar Land, TX
-Director of Budget & Strategy
-Director of Finance
-Controller

Dallas County, TX
-Director of Human Resources /Civil Service

Housing Authority City of Austin, TX
-President/CEO
-Vice President/Chief Financial Officer

Housing Authority of the City of El Paso, TX

Palm Beach County, FL

- County Administrator
- Chief Information Officer
- Legal Counsel & Ethics Officer
- Capital Improvements Director

Pinellas County Sheriff's Office, FL

- Director - Human Resources

Sebring Airport Authority, FL

- Airport Manager

Seminole County, FL

- County Manager
- County Attorney
- Utilities Director
- Building Official

Sumter County, FL

- Public Works Director
- Fire Chief
- Development Services

Toho Water Authority, FL

- Executive Director
- General Counsel

City of Alpharetta, GA

- Economic Development Director

City of Thomasville, GA

- City Manager
- Assistant City Manager
- City Engineer

Gwinnett County, GA

- CIO
- Human Resources

Scott County Emergency Consolidated Center, IA

- Director

City of Washington, IL

- City Administrator

City of Wichita, KS

- City Attorney
- Director of Housing and Community Services

Johnson County, KS

- County Auditor
- County Appraiser
- Chief Legal Counsel

Sedgwick County, KS

- County Manager
- Human Resources
- Health Director

- Director, Property & Asset Management

Housing Authority of the City of Laredo, TX

- Executive Director

Opportunity Home San Antonio, TX

- Chief Operating Officer
- Chief Real Estate Officer

San Antonio Housing Authority, TX

- President and CEO
- Chief Operating Officer
- Director of Human Resources
- Director of Communications and Public Affairs
- Director of Federal Housing Programs

Town of Addison, TX

- City Manager

Alexandria Redevelopment and Housing Authority, VA

- President/CEO

City of Charlottesville, VA

- City Manager

City of Newport News, VA

- Fire Chief

City of Virginia Beach, VA

- Deputy City Manager
- Deputy Human Services

GRTC Transit System, VA

- Chief Executive Officer

Norfolk Redevelopment and Housing Authority, VA

- Chief Financial Officer
- Chief Community Engagement Officer

Portsmouth Redevelopment and Housing Authority, VA

- President/CEO

S. Renée Narloch & Associates
2910 Kerry Forest Pkwy D4-242
Tallahassee, FL 32309
[850-391-0000](tel:850-391-0000)
info@srnsearch.com



© 2014 by S. Renée Narloch & Associates. Proudly created with [Wix.com](https://www.wix.com)



**S. RENÉE NARLOCH
& ASSOCIATES**
PROFESSIONAL EXECUTIVE RECRUITMENT

[Home](#)
[About](#)
[Services](#)
[Clients](#)
[Current Searches](#)
[Brochures](#)
[Apply](#)

Current Job Opportunities

Agency	Position ▲	Location	
St. Lucie County, FL (County Attorney)	County Attorney	Fort Pierce, FL	Details
Taylor County, FL (Director of Engineering)	Director of Engineering	Perry, FL	Details
Boynton Beach Community Redevelopment Agency (Executive Director)	Executive Director	Boynton Beach, FL	Details
City of Fort Pierce, FL (Police Chief)	Police Chief	City of Fort Pierce, FL	Details
Opportunity Home San Antonio, TX (Senior Director of Development Services and Neighborhood Revitalization)	Senior Director of Development Services and Neighborhood Revitalization	San Antonio, TX	Details
City of West Palm Beach, FL (Transportation Engineer)	Transportation Engineer	West Palm Beach, FL	Details

S. Renée Narloch & Associates
2910 Kerry Forest Pkwy D4-242
Tallahassee, FL 32309
[850-391-0000](tel:850-391-0000)
info@srnsearch.com

in

© 2014 by S. Renée Narloch & Associates. Proudly created with [Wix.com](#)

**CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT**

Employment Search Firm

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and S. Renee Narloch & Associates (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the services described in this Agreement.

WHEREAS, Vendor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Public Records. Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Vendor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Vendor shall also require all subcontractors performing work

under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Vendor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Vendor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Vendor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Vendor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Vendor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. Scope of Services. City hereby agrees to purchase, and Vendor hereby agrees to provide the services described in the proposal attached hereto and incorporated herein as Exhibit B.

5. Completion Date. Vendor shall provide the services, described herein no later than 12/13/2024.

6. Term. This Agreement will remain in effect for a period of one (1) year from the Effective Date.

7. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

8. Termination. This Agreement may be canceled by the City when:

- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- b. Sub-standard or non-performance of Agreement.
- c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Vendor

9. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Vendor.

10. Non-Exclusivity. Vendor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services.

that are subject to this Agreement.

11. Compensation. Upon Vendor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the total rate of \$22,500 plus expenses, (expenses not to exceed \$4,500) as listed in the proposal, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

12. Insurance. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Vendor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

13. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

14. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

15. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Vendor:

S. Renee Narloch and Associates
2910 Kerry Forest Pkwy, D4-242
Tallahassee, FL 32309

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:

reneen@srnsearch.com

With Copy To:

cityattorney@stpetebeach.org

16. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

17. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

18. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

19. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

20. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

21. Authority. Vendor hereby acknowledges that the person executing this Agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below:

S. Renee Narloch & Associates


Signature: 

By: S. Renee Narloch

Its: President

Date: December 1, 2023

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: 

By: Wayne Saunders

Its: City Manager

Date: 12/14/2023

ATTEST:

Amber LaRowe

Amber LaRowe
City Clerk

Signature: 
AMBER LAROWE Dec 14, 2023 15:10 EST

Email: alarowe@stpetebeach.org

EXHIBIT "A"

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

(1) **DEFINITIONS.** —For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) **CONTRACT REQUIREMENTS.** —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

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

EXHIBIT "B"

(Place Vendor's Proposal behind this page)



A PROPOSAL TO CONDUCT
EXECUTIVE RECRUITMENT SERVICES
FOR
CITY MANAGER

ON BEHALF OF THE
CITY OF ST. PETE BEACH, FL

EXECUTIVE EMPLOYMENT SEARCH
SERVICES

S. RENÉE NARLOCH, PRESIDENT
2910 Kerry Forest Pkwy D4-242, Tallahassee, FL 32309
P 850.391.0000
info@srnsearch.com

www.srnsearch.com



November 8, 2023

Mr. John Taylor, Procurement Manager
City of St. Pete Beach
City Clerk's Office
155 Corey Avenue
St. Pete Beach, FL 33706

Dear Mr. Taylor:

We appreciate the opportunity to provide the City of St. Pete Beach with a proposal to conduct a search for the position of City Manager. Our proposal includes an overview of our qualifications and costs related to our services. With respect to this recruitment for the City of St. Pete Beach, you should know:

- ❑ S. Renée Narloch & Associates has extensive experience conducting quality searches that result in the placement of candidates ideally suited to clients' needs. S. Renée Narloch & Associates is incorporated in Florida and is a small, woman-owned business. For many years, Ms. Narloch, President, served as the Senior Vice President of Recruitment for a national public sector consulting firm, responsible for recruitments in 40+ states. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide. S. Renée Narloch & Associates has a thorough understanding of the scope of services outlined in the City's Request for Qualifications (RFQ), and we are well-qualified and readily available to perform these services.
- ❑ S. Renée Narloch & Associates is currently conducting recruitments on behalf of Leon County, FL (Grants Manager); York County, SC (County Manager); City of Port St. Lucie, FL (City Attorney); City of Cape Coral, FL (Public Works Director); the Housing Authority of the City of Tulsa, OK (Director of Real Estate Development); and Opportunity Home San Antonio, TX (Chief Real Estate Officer).
- ❑ Ms. S. Renée Narloch, President, has extensive experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the City of Dunedin, FL (City Manager and others); City of St. Cloud, FL (Human Resources & Risk Management Director and others); City of Coral Springs, FL (City Manager; (2) Deputy City Managers); and many others. Ms. Narloch will conduct the recruitment for the City Manager for the City of St. Pete Beach. A sample of past clients is included in our proposal (Clients, Page 7).

Thank you for your consideration. Please do not hesitate to contact us at 850.391.0000 should you have questions or need additional information.

Sincerely,

S. Renée Narloch, President



S. RENÉE NARLOCH
& ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT

Item 13E.

TABLE OF CONTENTS

STATEMENT OF QUALIFICATIONS AND PROFILE	1
OUR UNDERSTANDING OF THE REQUESTED SERVICES.....	1
PRIMARY CONTACT.....	1
OUR FIRM HISTORY AND EXPERIENCE	1
SMALL BUSINESS/MINORITY BUSINESS.....	2
STATEMENT OF PROFESSIONAL STANDARDS.....	2
THE TEAM	3
SERVICES APPROACH	4
DEVELOPING THE CANDIDATE PROFILE	4
ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE.....	4
RECRUITING CANDIDATES.....	4
SCREENING CANDIDATES.....	5
PRELIMINARY INTERVIEWS.....	5
PUBLIC RECORDS SEARCH.....	5
RECOMMENDATIONS.....	5
FINAL INTERVIEWS.....	5
BACKGROUND CHECKS/DETAILED REFERENCE CHECKS.....	6
NEGOTIATIONS.....	6
COMPLETE ADMINISTRATIVE ASSISTANCE.....	6
CLIENTS/REFERENCES	7
CLIENTS.....	7
REFERENCES.....	9
COST PROPOSAL	10
PROFESSIONAL FEE AND EXPENSES.....	10
CANDIDATE TRAVEL	10
PAYMENT.....	10
GUARANTEE.....	10
SCHEDULE.....	11
APPENDIX	
CERTIFICATE OF INSURANCE	

STATEMENT OF QUALIFICATIONS AND PROFILE

OUR UNDERSTANDING OF THE REQUESTED SERVICES

S. Renée Narloch & Associates is highly qualified to assist the City of St. Pete Beach in the recruitment of the new City Manager. We have extensive experience providing recruitment services, ranging from the initial contact with candidates to the successful hiring and placement of candidates.

We are able to successfully manage all aspects of the recruitment process. We will work closely with the City to protect the integrity of the recruitment and to ensure a successful outcome. The City can be assured we will place a high priority on this recruitment, and our dedicated staff will provide their full attention throughout the entire recruitment process. Our recruiters have serviced hundreds of public sector clients, and we understand the importance of an objective and thorough process.

PRIMARY CONTACT

Ms. S. Renée Narloch, President, will conduct the City Manager recruitment for the City of St. Pete Beach. Her contact information is as follows:

S. Renée Narloch, President
 2910 Kerry Forest Pkwy D4-242
 Tallahassee, FL 32309
 P: 850.391.0000
 Email: reneen@srnsearch.com
 Website: www.srnsearch.com

OUR FIRM HISTORY AND EXPERIENCE

S. Renée Narloch & Associates' recruiters are known throughout the industry as leading public sector recruiters by both clients and candidates. We have a reputation for conducting quality searches that result in the placement of candidates ideally suited to meet our clients' needs. We pride ourselves on our responsiveness to clients and candidates, and we assure the City of St. Pete Beach that the highest caliber of service will be provided throughout the recruitment process.

S. Renée Narloch & Associates is incorporated in the State of Florida and is a small, woman-owned business. For many years, Ms. Narloch served as the Senior Vice President of Recruitment for a national public sector consulting firm. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide. In addition, our firm is comprised of individuals who are highly trained and experienced in the recruitment of public sector executives. The office of S. Renée Narloch & Associates is in Tallahassee, Florida.

S. Renée Narloch & Associates is currently conducting recruitments on behalf of Leon County, FL (Grants Manager); York County, SC (County Manager); City of Port St. Lucie, FL (City Attorney); City of Cape Coral, FL (Public Works Director); the Housing Authority of the City of Tulsa, OK (Director of Real Estate Development); and Opportunity Home San Antonio, TX (Chief Real Estate Officer).

Ms. S. Renée Narloch, President, has extensive experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the City of

Dunedin, FL (City Manager; Community Development Director; Communications Director; Finance Director; City Clerk); City of St. Cloud, FL (Police Chief; Human Resources & Risk Management Director; Information Technology Director; Environmental Utilities Director); City of Coral Springs, FL (City Manager; Deputy City Managers (2); Director of Economic Development; Director of Financial Services); City of Fort Lauderdale, FL (City Manager; Assistant City Manager; City Attorney; Finance Director; Director of Sustainable Development; Deputy Director of Human Resources; Building Official); City of Tallahassee, FL (City Manager; Fire Chief; Airport Director; Director of Human Resources); City of Thomasville, GA (City Manager; Assistant City Manager; City Engineer); Johnson County, KS (County Auditor; County Appraiser; Chief Legal Counsel); City of Dublin, OH (Director of Communications & Public Information); City of Baytown, TX (Assistant City Manager; City Attorney; Police Chief; Director of Public Affairs); City of Sugar Land, TX (Director of Budget & Strategy; Assistant Director of Finance); Leon County, FL (Building Official); City of Dania Beach, FL (City Manager); City of Miami Beach, FL (City Manager); City of Live Oak, FL (City Manager); Palm Beach County, FL (County Administrator; Director of Capital Improvements); Person County, NC (County Manager); Cumberland County, NC (Assistant County Manager Community Services; Human Resources Director); and many others. Ms. Narloch will conduct the recruitment for the City Manager for the City of St. Pete Beach. She will be assisted by other senior staff members, as outlined in this proposal (The Team, Page 3). A sample of past clients is included in our proposal (Clients, Page 7).

We maintain a database of potential candidates, and our vast network of contacts and resources will be invaluable in identifying outstanding candidates, including those who may not be currently looking for opportunities. Our experience, combined with our proven recruitment process, expansive network of contacts, and knowledge of outstanding candidates, will ensure the City of St. Pete Beach has a quality group of finalists from which to select the new City Manager.

SMALL BUSINESS/MINORITY BUSINESS

S. Renée Narloch & Associates is, by federal and state guidelines, considered a small, woman-owned business based on the size of our firm, our annual business earnings, and the percentage of ownership held (100%) by a woman/minority.

STATEMENT OF PROFESSIONAL STANDARDS

S. Renée Narloch & Associates believes in sound and ethical business practices. We understand that confidence and respect are imperative to our success. Our services to clients and candidates involve relationships that depend on good faith efforts. We conduct business forthrightly with no intentional misrepresentations, which could mislead clients or candidates. We refrain from using any sourcing techniques that involve deception or falsehood and do not engage in activities that violate antitrust laws. Communication between us, our clients, and candidates is impartial and accurate. We make a concerted effort to see that the position, our clients, and candidates are represented honestly and factually. We honor the confidentiality of proprietary information received from clients and candidates and will disclose any knowledge of potential conflicts of interest to client agencies and candidates.

THE TEAM

Our staff at S. Renée Narloch & Associates is comprised of a diverse group of individuals who have extensive experience in the recruitment of public sector executives. The team assigned to the City Manager search will include Ms. Narloch, who will be the lead consultant, with assistance from Mr. Elliott Pervinich and Ms. Liana Velez Thompson.

S. RENÉE NARLOCH, PRESIDENT

Ms. Narloch is the President of S. Renée Narloch & Associates and the Director of our office located in Tallahassee, Florida. She is recognized as one of the nation's leading public sector recruiters. She has more than 25 years of experience conducting public sector recruitments and has participated in more than 400 searches nationwide. Prior to forming S. Renée Narloch & Associates, Ms. Narloch spent ten years as the Senior Vice President of a public sector executive search firm with responsibilities for clients in 40 states from Texas northward to the East Coast. She also previously served as a Senior Recruiter with DMG and MAXIMUS with sole responsibility for the firm's executive search practice in the Southeastern, Mid-Atlantic, and Mid-Western states. Ms. Narloch is considered an expert in public sector recruitment and is often a guest speaker at the International City/County Management Association (ICMA) Annual Conference. Ms. Narloch received her Bachelor of Science degree in Information Studies, summa cum laude, from Florida State University, Tallahassee, Florida.

ELLIOTT S. PERVINICH, VICE PRESIDENT

Mr. Pervinich is the Vice President of S. Renée Narloch & Associates' office located in Tallahassee, Florida. He concentrates on client outreach and business operations. Mr. Pervinich previously worked for a local city government in central Texas as a team-building trainer and facilitator in corporate development, which has given him great insight into the needs of our clients. He has twelve years of experience working in executive administration in both the local government and the for-profit sectors. Mr. Pervinich received his Bachelor of Science degree in Recreation and Leisure Services Administration from Florida State University, Tallahassee, Florida.

LIANA VELEZ THOMPSON, SENIOR CONSULTANT

As a Senior Consultant with S. Renée Narloch & Associates, Ms. Thompson is responsible for research, candidate recruitment, screening, reference checks, and background verifications. She focuses on client communication and works closely with clients to coordinate candidate outreach and ensure a successful search. Prior to joining S. Renée Narloch & Associates, Ms. Thompson spent several years in the field of special education. Ms. Thompson received her Bachelor of Arts degree, magna cum laude, and a Master of Special Education from Florida State University, Tallahassee, Florida.

SERVICES APPROACH

S. Renée Narloch & Associates' unique, client-driven approach to executive search will ensure that the City of St. Pete Beach has a pool of high-quality candidates from which to select the new City Manager. Outlined below are the services we provide in our recruitment process.

DEVELOPING THE CANDIDATE PROFILE

Our understanding of the City's requirements will be the foundation of a successful search. We will work directly with City Commission, City staff, and others involved in the process in order to learn as much as possible about what the organization expects of a new City Manager. We can also meet with other key staff or community members to gather information. We want to learn about the values and culture of the organization, as well as understand the current issues, challenges, and opportunities that face the City of St. Pete Beach. We also want to be fully acquainted with the City's expectations regarding the knowledge, skills, and abilities sought in the ideal candidate, and we will work with your organization to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. As part of this process, we will provide an evaluation of the compensation and benefits of the City Manager position. Based on these discussions, we will develop a profile that addresses the responsibilities, core competencies and professional characteristics and traits, education and training, operational and organizational issues, and other factors relevant to this position. The profile that we develop together at this stage will guide our recruitment efforts.

ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the City's needs, we will design an effective advertising campaign that is appropriate for the recruitment. We will focus on professional journals that are specifically suited to the City Manager search, such as the ICMA Newsletter, utilizing venues that will ensure a diverse pool of applicants, including qualified minority and women candidates. We will also utilize social media and will develop a professional recruitment brochure on the City's behalf that will discuss the community, organization, position, and compensation. Once completed, we will mail the brochure to an extensive audience, making them aware of the exciting opportunity with the City of St. Pete Beach.

RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database of thousands of candidates and our contacts in the field, we will conduct an aggressive outreach effort that includes making personal calls to prospective applicants in order to identify and recruit outstanding candidates, including qualified minority and women candidates. We realize that the best candidate is often not looking for a new job, and this is the person that we actively pursue to become a candidate. Aggressively marketing the City Manager position to prospective candidates will be essential to the success of the search.

SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen all resumes and cover letters using the criteria established in our initial meetings to narrow the field of candidates.

PRELIMINARY INTERVIEWS

We will conduct preliminary interviews with the top 10 to 12 candidates in order to determine which candidates have the greatest potential to succeed in your organization. During the interviews, we will explore each candidate's background and experience as it pertains to the City Manager position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills, and abilities. We will devote specific attention to determining the likelihood of the candidate's acceptance of the position if an offer of employment is made.

PUBLIC RECORDS SEARCH

Following the interviews, we will conduct a review of published articles that reference each candidate. Various sources will be consulted, including Lexis-Nexis, a newspaper/magazine search engine, Google, and local papers from the communities in which the candidates have worked. This brings to our attention any further detailed inquiries that we may need to make at this time.

RECOMMENDATIONS

Based on the information gathered through meetings with your organization and preliminary interviews with candidates, we will typically recommend three to five candidates for your consideration. We will prepare a report on each candidate that focuses on the results of our interviews and public record searches, to include detailed information pertaining to the candidates' professional experiences and accomplishments, strengths and potential gaps, and background information. We will make specific recommendations, but the final selection of those to be considered will be up to you.

FINAL INTERVIEWS

Our years of experience will be invaluable as we help you to develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel, or assessment center process. We will provide you with suggested interview questions and rating forms, and we will be present at the interviews to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience since the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

BACKGROUND CHECKS/DETAILED REFERENCE CHECKS

Based on final interviews, we will conduct a credit, criminal, civil litigation, and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to provide the names of their supervisors, subordinates, and peers for the past several years. Additionally, we will make a point of speaking confidentially to individuals known to have insight into a candidate's abilities, but who may not be on his/her preferred list of contacts. At this stage in the recruitment, we will also verify candidates' educational backgrounds and any required certifications.

NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Our experience provides us with insight into current industry standards and expectations in negotiating contracts, and we will be available to advise you regarding current approaches to difficult issues such as housing and relocation. Working to secure the appointment of your chosen candidate, we will represent your interests and advise you regarding salary, benefits, and employment agreements. We have the expertise to turn a very sensitive aspect of the recruitment into one that is viewed positively by both you and the candidate.

COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment, we will provide the City with updates on the status of the search, and we will provide a schedule for actions and deliverables at the beginning of the process. We will also take care of all administrative details on your behalf. Candidates will receive personal correspondence advising them of their status at each critical point during the recruitment. In addition, we will respond to inquiries about the status of their candidacy within 24 hours. Every administrative detail will receive our attention.

CLIENTS/REFERENCES

CLIENTS

S. Renée Narloch & Associates' recruiters have extensive experience, placing more than 400 public sector professionals. Below is a list of some of the clients for which Ms. Narloch has recruited in the last few years. For a complete client list, please contact us.

City of St. Pete Beach, FL Building Official	City of Arlington, TX Deputy City Manager; Parks & Recreation Director
City of Dunedin, FL City Manager; Community Development Director; Communications Director; Finance Director; City Clerk	City of Virginia Beach, VA Deputy City Manager; Assistant Human Services Director
City of St. Cloud, FL IT Director; Environmental Utilities Director; Human Resources & Risk Management Director; Police Chief	City of Boca Raton, FL Building Official; Risk Manager
City of Coral Springs, FL City Manager; Deputy City Manager (2 positions); Director of Economic Development; Director of Finance; Police Chief	City of Delray Beach, FL City Attorney
City of Fort Lauderdale, FL City Manager; Assistant City Manager; Building Official; Finance Director; City Attorney; Director of Sustainable Development; Deputy Director of Human Resources	Broward County, FL Assistant Director of Economic & Small Business Development; County Attorney; Port Everglades Chief Executive/Port Director; Port Everglades Director of Business Development
City of Tallahassee, FL City Manager; Human Resource Director; Fire Chief; Director of Airport; Assistant General Manager - Underground Utilities & Public Infrastructure (Engineering Division)	Sumter County, FL Public Works Director; Fire Chief; Development Services Director; Assistant Public Works Director Engineer; Staff Engineer
City of Thomasville, GA City Manager; Assistant City Manager; City Engineer	Workforce Development Board (WDB), OH Executive Director/CEO
City of Dania Beach, FL City Manager	City of San Antonio, TX Assistant Finance Director - Procurement
City of Miami Beach, FL City Manager	San Antonio Housing Authority (SAHA), TX Director of Community Development Initiatives; Development Services & Neighborhood Revitalization Officer; Director of Information Technology; Director of Human Resources;
City of Topeka, KS City Manager; Administrative and Financial Services Director	President and CEO; Director of Federal Housing Programs; Chief Operating Officer; Director of Communications and Public Affairs
City of Rye, NY City Manager	SOS Children's Villages - Florida Chief Executive Officer
City of Dallas, TX City Manager; Assistant Director of Transportation Operations; Assistant Director of Water Utilities; City Attorney; Managing Director of Environmental Quality; Assistant Director of Street Services (Maintenance)	Virginia Commonwealth University (VCU), Richmond, VA Police Chief
Town of Addison, TX City Manager	Alexandria Redevelopment and Housing Authority (ARHA), VA Chief Executive Officer
City of Charlottesville, VA City Manager	Portsmouth Redevelopment & Housing Authority (PRHA), VA Executive Director
	Housing Authority of the City of Tulsa, OK President/CEO; VP/CFO
	New Orleans Redevelopment Authority, LA Executive Director

City of Oak Creek, WI	City of Quincy, FL
City Administrator	Finance Director
Houston Housing Authority, TX	Fort Worth Housing Authority, TX
President/CEO	President/CEO
City of Durham, NC	Wake County, NC
Director of Technology Solutions	County Manager
Cumberland County, NC	Metropolitan Washington Airports Authority, DC
Assistant County Manager - Community Support	Vice President for Public Safety
Services; Human Resources Director	Sebring Airport Authority (SAA), FL
City of Sugar Land, TX	Airport Manager
Controller; Assistant Director of Finance; Director	Scott Consolidated Emergency Communications
of Budget & Strategy	Center (Scott County, IA)
Rochester-Genesee Regional Transportation	Emergency Services Dispatch Director
Authority (RGRTA), NY	Wayne County, MI
Chief Executive Officer (CEO)	Deputy Chief Director of Personnel; Chief
Florida Public Transportation Association	Deputy CFO
Executive Director	City of Coconut Creek, FL
Leon County (Tallahassee), FL	City Attorney
Building Official	City of Newport News, VA
Early Learning Coalition of Broward County, FL	Fire Chief
Chief Executive Officer	City of Margate, FL
City of Gainesville, FL	City Attorney; Director of Environmental and
City Attorney; City Auditor; Chief Plans Examiner;	Engineering Services
Building Inspector; Planner IV	City of West Palm Beach, FL
Housing Authority of the City of Austin, TX	Director of Public Utilities; Director of Engineering
Vice President/Chief Financial Officer;	Services
President/CEO	Franklin County, OH
International Association of Campus Law	County Administrator; Animal Care & Control
Enforcement Administrators (IACLEA), MD	Services Director; Director of Job & Family
Executive Director	Services
City of Austin, TX	Sedgwick County, KS
Assistant Director, Public Works Engineering and	County Manager; Health Department Director;
Project Delivery	Director of Human Resources
El Paso Water Utilities-Public Service Board, TX	City of Wichita, KS
President/CEO	Director of Law; Director of Housing &
Louisiana Housing Corporation, LA	Community Services
Executive Director	Dallas County, TX
Children's Board of Hillsborough County, FL	Director of Human Resources
Executive Director	Palm Beach County, FL
Alachua County, FL	County Administrator; Director of Capital
County Manager	Improvements
Housing Authority of the City of Brownsville, TX	South Padre Island, TX
Chief Executive Officer	Convention & Visitors Bureau Director
Pasco County, FL	Town of Lake Lure, NC
County Manager	Town Manager; Project Manager
Lee County, FL	Durham County, NC
County Manager; County Attorney	Fire Marshal/City-County Emergency
Pinellas Suncoast Transit Authority (PSTA), FL	Management Director
Chief Financial Officer	City of Hallandale Beach, FL
Orange County, FL	Comptroller
Chief of Corrections	Community Coordinate Care for Children (4C), FL
Hillsborough County, FL	Chief Officer of Education
Director of Head Start; Affordable Housing	Person County, NC
Services Director; County Administrator	County Manager

REFERENCES

Clients and candidates provide the best testament to our ability to conduct quality searches. Listed below are a few clients for whom Ms. Narloch has conducted searches. The average tenure of placements is approximately five years.

CLIENT:	City of Dunedin, FL
REFERENCE:	Ms. Theresa Smalling, Director of Human Resources & Risk Management 750 Milwaukee Ave, Dunedin, FL 34698 (727) 298-3042; TSmalling@DunedinFLNet
POSITIONS:	City Manager; Finance Director; City Clerk; Director of Community Development; Director of Communications
CLIENT:	City of Thomasville, GA
REFERENCE:	Mayor Jay Flowers 111 Victoria Place, PO Box 1540, Thomasville, GA 31799 (229) 379-1006; jayf@hotmasville.org
POSITIONS:	City Manager; City Engineer
CLIENT:	Seminole County, FL (Reference letter included)
REFERENCE:	Ms. Meloney Koontz 1101 East First Street, Sanford, FL 32771 (407) 665-7225; mkoontz@seminolecountyfl.gov
POSITIONS:	County Manager; County Attorney
CLIENT:	City of Baytown, TX
REFERENCE:	Ms. Carol Flynt, Assistant City Manager 2401 Market Street, Baytown, TX 77520 (281) 420-6521; carol.flynt@baytown.org
POSITIONS:	Assistant City Manager; City Attorney; Police Chief; Director of Public Affairs

COST PROPOSAL

PROFESSIONAL FEE AND EXPENSES

The professional fee for conducting this recruitment on behalf of the City of St. Pete Beach is \$22,450, plus actual expenses. Services covered by the fee consist of all steps outlined in this proposal, including up to three (3) onsite/video meetings. Expenses are estimated not to exceed \$4,500 and include items such as the cost of consultant travel, clerical support, placement of ads, newspaper searches, education verification, as well as credit, criminal, and civil checks. In addition, postage, photocopying, and telephone charges are included and will be allocated. Expenses related to the use of audio/video conferencing equipment by the City for interviews and candidates' travel for interviews are the responsibility of the City of St. Pete Beach.

CANDIDATE TRAVEL

With respect to candidate travel for interviews, we typically ask candidates to make their travel arrangements and advise them the City will reimburse them directly for reasonable airfare, hotel, and auto expenses if allowed. We advise candidates on what is standard and customary in the industry, as well as the City's expectations and parameters regarding travel. Our experience has been that candidates use discretion and stay within reasonable limits both in pricing and scheduling.

PAYMENT

We will invoice the City of St. Pete Beach monthly for professional fees and expenses for services incurred as of the date of the invoice. We expect payment of the invoice within 30 days of receipt by the City. Typically, this results in three monthly invoices of 30% of professional fees and expenses, with a final invoice for the remaining ten percent of professional fees due upon the selection of the finalist.

GUARANTEE

We guarantee that, should the selected candidate be terminated for cause within 18 months of employment, we will conduct the search again at no cost (with the exception of expenses) to the City. We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision.

SCHEDULE

We are available to begin the search for the City Manager immediately, and our current workload is such that we can ensure the City will receive our full attention throughout the entire recruitment process. We will be prepared to make our recommendation regarding finalists within 75 to 90 days from the start of the search. A standard recruitment can typically be completed in less than 16 weeks and follows an approach and schedule similar to the one below:

WEEK	TASK:
1	Conduct meetings with the City Commission, City staff, and others involved in the process
2	Develop recruitment brochure and advertisements
3	City reviews recruitment brochure and advertisements
4	Recruitment brochure printed and advertisements placed
5	Active recruitment of candidates begins
9	Closing date
10	Screen resumes
11-12	Recruiter interviews top candidates
12-13	Public records search
14	Review recommendations with the City Commission, City staff, and others involved in the process
15	Candidates interview with the City, follow-up interviews, and consultant reference/background checks
16	Candidate selected

BOARD OF COUNTY COMMISSIONERS



January 26, 2023

Ms. Renee Narloch, President
Narloch & Associates
2910 Kerry Forest Parkway
D4-242
Tallahassee, FL 32309

Dear Ms. Narloch:

The Seminole County Board of County Commissioners would like to commend you on the tremendous performance of you and your team, as you guided us through the critically important task of finding the perfect fit to fill the County Manager role in our organization.

From start to finish, Narloch & Associates' efforts in a nation-wide search was done with excellence, experience, and a well-executed plan to cross the finish line with success.

Your expertise and dedication to understanding the needs of every constituency in this process was evident and much appreciated. On behalf of the employees, citizens, and Board, we thank you, for bringing us the very best candidates from which to choose.

Sincerely,

Amy Lockhart, Chairman
Seminole County Board of County Commissioners

cc: BCC

THE COMMUNITY

Seminole County is located in Central Florida, just 25 miles from downtown Orlando. The County is part of the Orlando-Kissimmee-Sanford Metropolitan Statistical Area and is the third most densely populated county in the state (est. pop. 470,856).

Home to seven incorporated municipalities, including the county seat of Sanford, Seminole County continues to be one of the fastest-growing counties in Florida and holds the fifth-highest taxable value in Florida based on value per square mile.

Bordered on three sides by pristine rivers and a huge lake, including the Wekiva River to the west, the St. Johns River to the east, and Lake Monroe to the north, Seminole County is an ideal vacation spot for those seeking the beauty of nature.

Nestled among charming historical villages and quaint towns and surrounded by the beauty and sense of Old Florida, Seminole County has 344 square miles of lush tropical foliage, 2,000 freshwater lakes and rivers, and diverse wildlife which offers the classic Florida experience of enjoying peaceful rivers, fishing, boating, hiking, and more.

Just a short drive from all the major attractions of Central Florida, Seminole County offers great accommodations, fine dining, upscale shopping, superb golf courses, and state-of-the-art sports facilities and training complexes.

The Greater Orlando Metropolitan District, which includes Seminole, Osceola, Lake, and Orange counties, together with neighboring coastal counties of Volusia and Brevard, creates a viable, progressive and diverse setting for economic growth and residential development.

The County is a hotbed for economic development and attracts significant business operations from around the world, including the American Automobile Association (AAA), Verizon Communications, Mitsubishi Hitachi Power Systems, Deloitte Consulting, LLP, Faro Technologies, and Convergys.

The County has over 24 active and passive parks, over 40 miles of paved trails, eight wilderness areas encompassing over 6,600 acres, and more.

Seminole County Public Schools (SCPS) is renowned as a Premier National School District. SCPS has more than 67,000 students and is the 12th largest school district in Florida and 60th nationally. It boasts 37 traditional elementary schools, 12 middle schools, and 9 high schools. For higher education, Seminole County is in close proximity to more than 35 colleges, universities, technical schools, and private institutions, most notably Seminole State College, as well as continuing education programs that offer ongoing opportunities for workers to sharpen their skills.

The community hosts many special events, including the Scottish Highland Games, Love Your Shorts Film Festival, Central Florida BBQ Blowout, Red Hot and Boon, and more.

With a median age of 39, a median household income of \$70K, and 40% of the County's population possessing a bachelor's degree or higher, Seminole County is often considered a microcosm of the United States.

With its mild climate year-round, natural beauty, and proximity to endless amenities and attractions, Seminole County continues to be a community of choice with an exceptional quality of life.

THE AGENCY

Seminole County is a Home Rule Charter County as provided in the Florida Constitution and approved by voter referendum, effective January 1, 1989.

The County operates under an elected County Commission and appointed County Manager form of government. Legislative responsibilities are assigned to the Board of County Commissioners (BCC), and executive duties are assigned to the County Manager, who carries out the directives and policies of the Board.

The Board of County Commissioners is comprised of five members serving staggered terms of four years. Each Commissioner represents one of the five County Commission districts, and the Commissioners are elected countywide. The Commission elects the Board Chair annually each November.

The Chair presides over County Commission meetings and work sessions, executes legal documents, and appoints Commissioners to various boards and committees. The Chair is the official representative of the Board and retains a vote on all items.

The Constitutional Offices of Sheriff, Property Appraiser, Tax Collector, Clerk of the Circuit Court and Comptroller, and Supervisor of Elections are elected every four years. The County's Constitutional Officers perform their executive and administrative functions as specified by law.

The Fiscal Year 2022/23 Adopted Budget totals \$992 million, including \$673 million in operating funds and \$319 million for non-dedicated transfers and reserves.

Public safety, water, sewer, solid waste, and transportation services account for 70% of the operating budget. The General Countywide ad valorem tax rate is 4.8751 mills; the Unincorporated Road District rate is 0.1107 mills; the Fire District MSTU ad valorem tax rate is 2.7649 mills, for a total Unincorporated County millage rate of 7.7507. The Countywide General Fund millage rate has remained unchanged since fiscal year 2010/11 and is lower than that of most counties in Central Florida.

Fiscal Year 2021/22 demonstrated a 12.6% growth in property valuations. Property values have remained steady due to the County's thriving residential real estate market. Although the COVID-19 crisis significantly impacted non-ad valorem revenues, most have stabilized.

Even with steady property values, several factors will influence future budgets: SunRail operational costs will transition from FDOT to area counties in Fiscal Year 2024/25 at an estimated

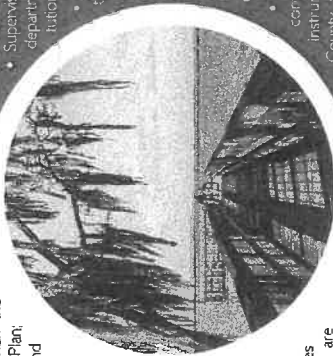
THE POSITION

The County Manager is appointed by and serves at the pleasure of the Board of County Commissioners. The County Manager serves as the Chief Executive Officer responsible for administering the County Commission policies and overseeing the day-to-day operations of the County.

The County Manager oversees nine departments: Administration (which includes Community/Media Relations, Human Resources, the Office of Economic Development and Tourism, the Office of Emergency Management, and the Office of Organizational Excellence), Community Services, Development Services, Environmental Services, Information Services, Leisure Services, Resource Management, Public Works, and the Seminole County Fire Department. The County has approximately 1,550 full-time equivalent employees.

Responsibilities of the County Manager include, but are not limited to:

- Administer and carry out the directives of the Board; enforce orders, ordinances, resolutions and regulations of the Board, the provisions of the Charter, and Florida law.
- Recommend to the Board the adoption of policies as necessary or expedient for the health, safety and welfare of the community.
- Prepare the County's annual operating budget, capital budget, and capital improvements program, including monitoring funds, short- and long-term planning, and efficiency analyses of departments.
- Supervision of county administrative departments, county property, institutions, and agencies.
- Review, analyze and forecast trends of county services, finances, and programs.
- Provide annual reports to the Board and citizens with regard to the work of the County, as well as recommendations for actions or programs for improvement.
- Negotiate and execute contracts, bonds, and other instruments on behalf of the County, as authorized by the Board.



Item 13E.

- Manage and administer tax funds; maximize receipt of federal and state grants;

- Analyze administrative and policy ramifications of proposed state and federal legislation and make recommendations to the Board accordingly;

- Provide leadership to identify new sources of revenue, arrange public/private partnerships, and participate in the overall efforts in the areas of fiscal responsibility, economic development, and other activities serving the County's best interests;

- Perform such other duties as assigned.

The County Manager position is open due to the former manager accepting another position after serving Seminole County for several years.

IDEAL CANDIDATE

The ideal candidate is a professional manager who is open, honest, trustworthy, and of high moral and ethical character. A strong, visionary leader who is confident, approachable, and passionate about public service is needed.

The County Manager must work effectively with elected officials, including Constitutional Officers, and be politically savvy and diplomatic while remaining apolitical. Exceptional interpersonal and communication skills are a must.

The successful candidate will be a self-starter who is innovative, progressive, and solutions-oriented and will anticipate issues and provide recommendations, options, and alternatives as needed. The selected candidate must be committed to transparency and promote diversity.

The County Manager must build and maintain excellent local and regional relationships with key partners and stakeholders. Must also develop effective working relationships internal to the organization and promote a team-oriented environment of excellence.

An open and inclusive management style is desired. The County Manager will supervise staff through planning, management, and review and should encourage, mentor, and develop staff and promote succession planning.

The County Manager will be supportive of the Board and the Commissioner/Manager form of government and keep the Board equally and fully informed, providing balanced information on issues.

Requirements for the position include a bachelor's degree in public or business administration or a related field; master's degree is preferred. Candidates must have at least five (5) years of senior-level management experience as a manager or ten (10) years of experience as a deputy/assistant manager, preferably within local government and with agencies of similar size and complexities. Solid budgetary/financial management skills are essential, and experience in sustainable growth, economic development, intergovernmental relations,

negotiations, land use, and environmental issues is preferred.

According to the County Charter, the County Manager need not be a resident of the County at the time of appointment but must establish residency by the time the County Manager takes office.

COMPENSATION

The salary range is open, dependent upon qualifications, and is accompanied by a competitive benefits package. The starting salary will be based upon the knowledge and experience of the individual selected. Seminole County strives to be the employer of choice in

Central Florida through competitive pay, benefits, and a positive working environment. The State of Florida does not have a state income tax.

TO APPLY

If interested in this outstanding opportunity, visit our website at www.srsearch.com and apply online. The first review of resumes will take place on December 9, 2022; position is open until filled.

Resumes will be screened according to the qualifications outlined above. Screening interviews with the most qualified applicants will be conducted by S. Renée Narloch & Associates to determine a select group of finalist candidates who will be asked to provide references. References will be contacted only following candidate consent. Final interviews will be held with the Seminole County Board of County Commissioners. Candidates will be advised of the status of the recruitment following the selection of the County Manager.

Questions may be directed to:

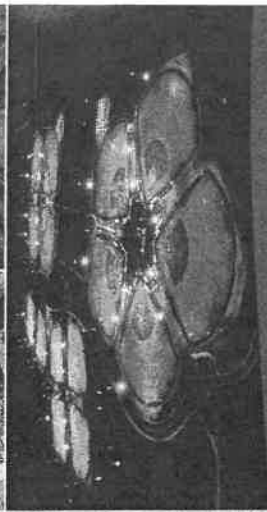
S. Renée Narloch, President or
Elliott Pevnich, Vice President
S. Renée Narloch & Associates
info@srsearch.com | 850.391.0000
www.srsearch.com

Seminole County Government fully commits itself to providing equal opportunities to all persons regardless of race, color or national origin, sex, age, political affiliations or beliefs, religious beliefs, or disability. The County values veterans' service and supports the recruitment of veterans. As such, Veterans' Preference will be given per Chapter 295 of the Florida Statutes for veterans who meet the minimum requirements.

In accordance with Florida's Public Records/Sunshine Laws, resumes and applications are subject to public disclosure.



2910 Kerry Forest Pkwy 04-242, Tallahassee, FL 32309



SEMINOLE COUNTY, FL INVITES YOUR INTEREST IN THE POSITION OF COUNTY MANAGER

Item 13E.






Narloch Agreement 12-13-2023

Final Audit Report

2023-12-13

Created:	2023-12-13
By:	Ginny Bodkin (gbodkin@stpetebeach.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhkdbDc5JTlaEQNq4KTfhaUGMPNIR5RCS

"Narloch Agreement 12-13-2023" History

-  Document created by Ginny Bodkin (gbodkin@stpetebeach.org)
2023-12-13 - 7:50:42 PM GMT - IP address: 172.109.178.130
-  Document emailed to AMBER LAROWE (alarowe@stpetebeach.org) for signature
2023-12-13 - 7:52:16 PM GMT
-  Email viewed by AMBER LAROWE (alarowe@stpetebeach.org)
2023-12-13 - 8:19:20 PM GMT - IP address: 3.237.91.71
-  Document e-signed by AMBER LAROWE (alarowe@stpetebeach.org)
Signature Date: 2023-12-13 - 8:19:39 PM GMT - Time Source: server - IP address: 97.96.48.145
-  Agreement completed.
2023-12-13 - 8:19:39 PM GMT



Adobe Acrobat Sign

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>
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, <i>excluding weekends.</i> <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
Wednesday, February 11, 2026	BOC Regular Workshop Meeting	6:00 PM
Monday, February 16, 2026	PRESIDENTS' DAY – City Holiday	
Tuesday, March 10, 2026	Municipal Election Day – (City Centre Room)	7 AM – 7 PM
Wednesday, March 4, 2026	BOC Regular Meeting	6:00 PM
Wednesday, March 18, 2026	BOC Regular Workshop Meeting	6:00 PM
A special BOC meeting will be scheduled for the Induction Into Office for New Commissioners after the final Election Results are certified.		
Wednesday, April 8, 2026	BOC Regular Meeting	6:00 PM
Wednesday, April 29, 2026	BOC Budget Workshop #1	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 #2	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 #3	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 #4	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 #5	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	

Board of Commissioners Meetings Report (January 1, 2025 – August 31, 2025)



Prepared By
Clara VanBlargan, MMC, MSM
City Clerk
September 2, 2025

BOARD OF COMMISSIONERS – 01/01/2025 – 03/11/2025

Anne-Marie Brooks, Mayor (Mayor as of 6/14/2024)
 Ray Kerr, Commissioner District 2
 David Tagliarini, Vice Mayor/Commissioner District 1
 Eddie McGeehen, Commissioner District 3
 Housh Ghovae, Commissioner District 4 (appointed 7/10/2024)

TERM OF OFFICE

3-Year Term (03/2023 – 03/2025)
 2-Year Term (03/2022 – 03/2026)
 2-Year Term (03/2022 – 03/2026)
 2-Year Term (03/2023 – 03/2025)
 2-Year Term (07/2024 – 03/2025)

BOARD OF COMMISSIONERS – 03/12/2025 – 12/31/2025

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

TERM OF OFFICE

3-Year Term (03/2023 – 03/2028)
 2-Year Term (03/2022 – 03/2026)
 2-Year Term (03/2022 – 03/2026)
 2-Year Term (03/2023 – 03/2027)
 2-Year Term (07/2024 – 03/2027)

ANNUAL SALARY - (City Charter, Section 2.2(B) and Ordinance 2023-23)

Mayor	\$10,000
District Commissioner	\$7,500

INDUCTION INTO OFFICE – MARCH 12, 2025, BOC REGULAR MEETING

- Anne-Marie Brooks, Mayor 3-Year Term (*New term to 03/2028*)
- Eddie McGeehen, District 3 Commissioner 2-Year Term (*New term to 03/2027*)
- Housh Ghovae, District 4 Commissioner 2-Year Term (*New term to 03/2027*)

APPOINTMENT OF VICE MAYOR – MARCH 12, 2025, BOC REGULAR MEETING

- Ray Kerr, Vice Mayor/Commissioner District 2 1-Year Term (*03/2025-03/2026*)

BOARD OF COMMISSIONERS 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.
 - [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](#) – (contingent upon BOC appointment on 9/10/2025 - Mayor Brooks to serve as Big C representative to Forward Pinellas). 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*
- August 13, 2025, BOC Regular Meeting – *All present*
- August 21, 2025, BOC Special Workshop Meeting – *All present*
- August 27, 2025, BOC Budget Workshop – *All present*
- August 27, 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

August 13, 2025, BOC Regular Meeting

- Check Presentation – PCSO Explorer Post

August 27, 2025, BOC Regular Workshop

- Frontier Communications' Infrastructure – Repair/Removal
- Property Insurance, Jim Everett & Jake Holehouse

APPROVAL OF MINUTESJanuary 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

August 13, 2025, BOC Regular Meeting

- 07-09-2025, BOC Regular Meeting Minutes

- 07-23-2025, BOC Budget Workshop Meeting Minutes
- 07-23-2025, BOC Special Meeting Minutes
- 07-23-2025, 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 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 with Civil Service Commission
- March 12, 2025, BOC Regular – 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
- 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 (Agenda Item 6.B. RVs & Campers)
- January 22, 2025, BOC Regular Workshop
- 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
- 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
- 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 (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 (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 (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 (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 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
- 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
- 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 – There was no discussion on the item
- August 13, 2025, BOC Regular Meeting – *Approved 5-0*

Ordinance 2025-17, Amending Chapter 14, Sections 14-30, 14-31, and 14-32 of Article II. Technical Codes and Standards to Remove References to Outdated Technical Codes and Standards

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTIONS 14-30, 14-31 AND 14-32 OF ARTICLE II. - TECHNICAL CODES AND STANDARDS OF CHAPTER 14 OF THE CITY OF MADEIRA BEACH CODE OF ORDINANCES TO REMOVE REFERENCES TO OUTDATED TECHNICAL CODES AND STANDARDS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- August 27, 2025, BOC Regular Workshop

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.*

August 13, 2025, BOC Regular Meeting

- 2COP Alcoholic Beverage License ABP 2025-04 – Corner Kitchen and Coffee House, 13999 Gulf Boulevard #C2, Madeira Beach – *Approved 5-0*

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
- June 25, 2025, BOC Regular Workshop
- July 9, 2025, BOC Regular Meeting – *Approved 4-0*
- July 23, 2025, BOC Regular Workshop – Discussed participation, selection

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 Budget 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*

Resolution 2025-08, Plat Approvals

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.

- August 13, 2025, BOC Regular Meeting – *Approved 5-0*

CONTRACTS/AGREEMENTS/PURCHASES/LEASES/LIENS

- 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 [They must show 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.
 - August 27, 2025, BOC Regular Workshop

- Interlocal Agreement with Pinellas County for Multimodal Impact Fee Coordination
 - May 28, 2025, BOC Regular Workshop
 - July 23, 2025, BOC Special Meeting – *Approved 5-0*
- FY 2026 Gulf Beaches Public Library Annual Budget for Madeira Beach - \$99,078.00
 - July 23, 2025, BOC Regular Workshop
 - August 13, 2025, BOC Regular Meeting – *Approved 5-0*
- FY 2026 PCSO Annual Law Enforcement Services Contract - \$1,802,352.00
 - July 23, 2025, BOC Regular Workshop
 - August 13, 2025, BOC Regular Meeting – *Approved 5-0*
- 2026 John Deere Gator Purchase - \$23,355.00
 - July 23, 2025, BOC Regular Workshop
 - August 13, 2025, BOC Regular Meeting – *Approved 5-0*
- TruVac Trailer Purchase - \$143,570.00
 - July 23, 2025, BOC Regular Workshop
 - August 13, 2025, BOC Regular Meeting – *Approved 4-1, Commissioner Ghovae voted against*
- Interlocal Agreement with Thompson Consulting Services for Debris Monitoring
 - July 23, 2025, BOC Regular Workshop
 - August 13, 2025, BOC Regular Meeting – *Approved 5-0*
- Pinellas County Joint Participation Agreement Area 5 (Engineer Estimated \$3,626,153.00 & Pinellas County Contribution (JPA) \$1,555,378.00)
 - July 23, 2025, BOC Regular Workshop
 - August 13, 2025, BOC Regular Meeting – *Approved 5-0*
- Area 3 Construction Engineering Inspection (CEI) Approval – Al Carrier’s Company \$185,000
 - July 23, 2025, BOC Regular Workshop
 - August 13, 2025, BOC Regular Meeting – *Approved 5-0*
- Scott Holcomb Lien Reduction Request (Reduced Lien to \$46,022.04)
 - July 23, 2025, BOC Regular Workshop
 - August 13, 2025, BOC Regular Meeting – *Approved 3-2 for Lien reduction to \$46,022.04, Vice Mayor Kerr and Commissioner Ghovae voted against*
- Special Event Agreement – ROC Park – Drop Dead Beach Bash
 - August 13, 2025, BOC Regular Meeting – *Approved 5-0*
- Agreement to Purchase Property at 50 153rd Avenue (City bid \$4.6 million)
 - July 23, 2025, BOC Regular Workshop
 - August 13, 2025, BOC Regular Meeting – *Approved 5-0 to direct City Manager to write a letter to the property owner to end the contract.*

BOARD APPOINTMENTS

July 23, 2025, BOC Special Meeting

- Forward Pinellas Board Appointment – *Approved 5-0, Mayor Brooks to serve as the BIG C representative to Forward Pinellas (BOC will revote on 9/10/2025, must be the last municipality to vote)*

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 (July 23, 2025, BOC Regular Workshop; 6:00 p.m.)

- 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

Added:

- FDEP Resiliency Grant
- Integris Chief Information Officer
- Jetty Update
- Letter to the State for the Marina
- The Code Enforcement on sunken boats
- The pools that are green
- Strategic Planning
- Sheriff's Department to talk about EV bicycles and what the rules and regulations are for those
- Resurfacing and repair of 150th by FDOT
- BOC ceremonial items
- Update on the start of construction for the Honors Court

August 13, 2025, BOC Regular Meeting (August 27, 2025, BOC Regular Workshop; 6:00 p.m.)

- Terrain Modification Update
- Building Permit Fees – Waiver review and possible extension
- America 250
- Frontier Communications Infrastructure Repair/Removal
- Noise Ordinance
- FDOT Debris Staging Agreement

Added:

- 2026 Legislative Session
- Dredging Project Update
- Code Violation Fines Process
- Grants Update
- Purple Heart Designation
- Discuss Property in General

BOC WORKSHOP MEETING & 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 (February regular meeting scheduled for February 4th and February regular workshop scheduled for February 11th. The April workshop scheduled for April 29th)

- 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
- 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)

August 13, 2025, BOC Regular Meeting

- Hurricane Damage Update – Community Development Ground Floor Assessment
- Hurricane Damage Assessment – Current Status
- 2025 Seafood Festival Recap
- 2026 FL Legislative Session

August 27, 2025, BOC Regular Workshop

- Presentation – Frontier Communications' Infrastructure – Repair/Removal
- Presentation – Property Insurance, Jim Everett & Jake Holehouse
- Property Discussion in General
- Noise Ordinance
- Purple Heart City Designation
- Code Enforcement Processes
- 2026 FL Legislative Session
- Building Permit Fees Waiver

- Terrain Modification Update – Advanced Engineering
- Referencing Current Codes & Removing Outdated Publications
- Auditor Selection Process – FY 2025-2029 Financial Statement Audits
- FDOT Debris Staging Area Agreement for Archibald and Johns Pass Park
- Stormwater Station Generator Replacement located at 14101 N. Bayshore Drive
- Diocese of Southwest Florida, Inc. Parking Lot License Agreement
- Bay Point Causeway and Drive Milling and Resurfacing Proposal Discussion
- Village Friday
- Big C Update

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 WORKSHOPS

August 21, 2025, BOC Special Workshop

- City Manager Performance Discussion

BOC SPECIAL MEETINGS – FY 2026 MILLAGE RATE & FY 2026 BUDGET HEARINGS

- Ordinance 2025-15, FY 2026 Tentative Millage Rate – For approval September 10, 2025
- Ordinance 2025-15, FY 2026 Final Millage Rate – For adoption September 24, 2025
- Ordinance 2025-16, FY 2026 Tentative Budget – For approval September 10, 2025
- Ordinance 2025-16, FY 2026 Final Budget – For adoption September 24, 2025

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 (final)

- Analysis of Cost of Operations with Multi-Year Trend
- Team Member Listing
- FY 2026 Operating & Capital Budget Schedules

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 Meeting Schedule 2025 – July 23rd will include a special meeting for a first reading of a proposed ordinance amending Charter 14, Article IV, Moving Structures, by Community Development. The City Manager will notify the Board of the time.
- Board of Commissioners Reports/Correspondence – Vice Mayor Kerr thanked the presenters from Pinellas County Mosquito Control for their presentation.
- City Attorney - City Attorney Trask said the Fire Station Litigation Settlement proceeds should be received within a couple of days. He will email the Board when the funds are 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.

August 13, 2025, BOC Regular Meeting

- Board of Commissioners
 - Board of Commissioners – 2025 BOC Meeting Schedule – No changes.
 - Board of Commissioners – 2026 BOC Meeting Schedule – The Board consented to moving the March meetings up by one week. The regular meeting will take place on Wednesday, March 4th, and the regular workshop will be held on March 18th.
- Board of Commissioners Reports/Correspondence – The Board scheduled a workshop meeting for Thursday, August 21st, at 2:00 p.m. to discuss the City Manager's performance. Staff and the City Manager would be given an opportunity to respond.
- City Attorney had no report.
- City Clerk - Board of Commissioners Meeting Report for January 1, 2025 through July 31, 2025.
- City Manager's Report – July 2025 – The City Manager reviewed the highlights of the report.

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