



**BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
Wednesday, November 13, 2024 at 4:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708**

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

- 1. CALL TO ORDER**
- 2. 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)**
- 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. 09-11-2024, BOC Regular Meeting Minutes

[B.](#) 09-11-2024, BOC Special Meeting Minutes

[C.](#) 09-30-2024, BOC Special Meeting Minutes

9. CONSENT AGENDA

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

10. PUBLIC HEARINGS

[A.](#) Ordinance 2024-21: Revising Definition of Substantial Improvement 1st Reading and Public Hearing

[B.](#) Ordinance 2024-22, Fees & Collection Procedure Manual - FY 2025 Update #1

11. UNFINISHED BUSINESS

12. CONTRACTS/AGREEMENTS

[A.](#) FY 2024 Audit Engagement Letter - James Moore & Co.

[B.](#) Amendments to Aclarian Consulting and Software Agreements

[C.](#) Park Street Antique Center Lease for Public Works

[D.](#) JUCO Kickoff Classic Proposed Agreement

[E.](#) Ford F-250 Crew Cab XL Purchase

13. NEW BUSINESS

14. AGENDA SETTING

15. REPORTS/CORRESPONDENCE

[A.](#) Board of Commissioners - BOC Meeting Schedule (2024 and 2025)

[B.](#) City Attorney

[C.](#) City Clerk's Report - November 2024

[D.](#) City Manager

16. ADJOURNMENT

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

Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure

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



MINUTES

**BOARD OF COMMISSIONERS
REGULAR MEETING
SEPTEMBER 11, 2024
6:00 P.M.**

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on September 11, 2024 in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: Anne-Marie Brooks, Mayor
David Tagliarini, Vice Mayor/Commissioner District 1
Ray Kerr, Commissioner District 2
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

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

ROLL CALL:

Commission Kerr "YES"
Vice Mayor Tagliarini "YES"

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

The motion carried 5-0.

5. PROCLAMATIONS

6. PRESENTATIONS (limited to 10 minutes each)

7. PUBLIC COMMENT

Tom Edwards, District 1, said he saw on the agenda that they were trying to get Duke Energy to talk about the Gulf Blvd. undergrounding project. During the last hurricane, he and his wife noticed many homes with power outages in Madeira Beach compared to Treasure Island, St. Pete Beach, and Redington Beach. It would be very helpful to get someone from Duke Energy to come and talk about where they are with the undergrounding project since it has been a couple of years since they started the process.

8. APPROVAL OF MINUTES

- A. 2024-08-14, BOC Regular Meeting Minutes**
- B. 2024-08-28, BOC Budget Workshop Meeting Minutes**
- C. 2024-08-28, BOC Regular Workshop Meeting Minutes**

Commissioner Kerr said the minutes looked good to him except for one change to be made. On Page 32 of the packet and Page 3 of 12 of the regular meeting minutes, in the first paragraph, eighth line, it states, "He does not know why they should be impacted by the property insurance escalating....." The word insurance should be property taxes.

Commissioner Kerr motioned to approve the minutes as written with the one correction to be made, changing the word insurance to taxes. Commissioner Ghovae seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

9. CONSENT AGENDA

There were no Consent Agenda items.

10. PUBLIC HEARINGS

A. Ordinance 2024-09: Appendix D John's Pass Village Activity Center Development Standards – 2nd Reading & Public Hearing

City Attorney Trask read Ordinance 2024-09 by title only.

ORDINANCE 2024-09

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO ADOPT APPENDIX D TO ESTABLISH THE JOHN'S PASS VILLAGE ACTIVITY CENTER DEVELOPMENT STANDARDS; PROVIDING THAT SAID STANDARDS SHALL REGULATE DEVELOPMENT IN THE JOHN'S PASS VILLAGE DISTRICT; PROVIDING FOR PERMITTED, ACCESSORY AND SPECIAL EXCEPTION USES; PROVIDING FOR BUILDING SITE AREA REQUIREMENTS; PROVIDING FOR SETBACK REQUIREMENTS; PROVIDING FOR RESIDENTIAL, VACATION RENTAL AND TEMPORARY LODGING USE DENSITY; PROVIDING FOR MAXIMUM BUILDING HEIGHT; PROVIDING FOR MAXIMUM FLOOR AREA RATIO; PROVIDING FOR IMPERVIOUS SURFACE RATIO; PROVIDING FOR ALTERNATIVE TEMPORARY LODGING USE STANDARDS; PROVIDING FOR DESIGN STANDARDS AND GUIDELINES; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney said there had been a change in the ordinance, which is reflected in the staffing memo and green color in the ordinance.

Marci Forbes, Community Development Engineer, reviewed the item and said the two changes in green were verbiage changes.

Mayor Brooks opened to public comment.

Joanne Klaben, Gulf Lane, said at the meeting she attended, they discussed 36 feet. A picture of a building 36 feet to the eave, two stories above the parking underneath, was shown. She was 100% sure no one said 54 feet to the eave. That would add two more stories to any building there. They heard 36 feet, and she would like them to consider that.

Jack Kline, Gulf Lane, said he remembered when Madeira Beach was a small fishing town. They recognize that progress must go on and revenue generated, but not at the expense of what they are trying to keep and create within Madeira Beach. It is still a small town with buildings that exceed 50 feet at John's Pass. He does not understand the need to do that. If they agree on 36 feet, and that

is what goes down, they should stand by that to maintain the type of atmosphere within Madeira Beach that they need. He asked them to reconsider the higher heights, especially at John's Pass.

Jeff Beggins, 429 Boca Ciega Avenue, said he was also at all meetings concerning John's Pass Village. It was never 36, and it was talked about as being consistent. The parking garage is higher than the 55 feet in the ordinance, so it is lower than what is already in the commercial core district with the parking garage there. The Planning Commission voted on it, and the Board of Commissioners passed it on first reading. It seems like they are getting confused about verbiage.

Tom Edwards, District 1 resident, said John's Pass Village is a local tourist attraction, and people do not want to see tall buildings in the Village area. He was at two of the charrette meetings where they talked about height. One diagram showed from ground to the top of a chimney, 65 feet, and there is no chimney there. The information given at meetings should be accurate. It is a significant variation because there is no chimney there. They were talking about from the ground to the roof's pitch; 55 feet was the top. He asked that they consider going ahead and changing it since they were given the incorrect information by mistake.

Steve Kochick, non-resident, said he had just come from the 911 Memorial. Channel 10 News had been filming there most of the day, and it was emotional. He thanked the Mayor, Commissioners, City Manager, employees, and the Madeira Beach Fire Department for their presence. They should be very proud of what they have there.

Bill Karns, 400 150th Avenue, said he, too, has been at every meeting regarding the Activity Center, heights, and FAR. There are different districts in the Activity Center, one of which is the commercial core. John's Pass parking garage is in the commercial core and is taller than what is being proposed at 55. They have kicked the can down the road, and his involvement has been going on for almost three years. He asked for the Board's approval.

Ms. Forbes said the actual measurements she had been able to take to the uppermost point were 64 feet and 2 inches, and above DFE was 54 feet and 2 inches. The height from grade to the top of the parking garage slab is 49 feet 8 inches and 39 feet 8 inches from the DFE. When the required setbacks and the step-backs are added, they can control the mass and how it flows within the village.

Commissioner Kerr reviewed the handouts he provided. When the variance for the garage was granted, measurements were to the roof eave and not to the highest point of the building. They used base flood elevation, not design flood elevation, making a 4-foot difference. They were granted a 40-foot eave height. Measuring from the design flood elevation, it is 36 ft. eave height. That is what is there now. He thought the 55 feet to the eave height written in the ordinance was an error. The tallest eave height in the commercial core is 36 feet at the parking garage.

Commissioner Kerr said he would change Section D-108, 2a. from 34 feet to 34-36 feet. He would strike 2b. and 2c. He asked if the garage could be built with those changes. Ms. Forbes said the garage could be replicated with 40 feet to the top of the garage slab and another 4 feet to the eave. He said he could live with it being 40 feet.

Commissioner Ghovae said measuring height from DFE has come about for insurance purposes, and he thought the 4 feet of height should automatically be given. There are a lot of controlling factors that establish the mass of a building. The biggest controlling factors are FAR and units per acre. If they allow a little more height, the developers would have more flexibility to narrow up the building and have more visual effects at the ground level. He has a problem with measuring to the eave height; he would rather go to the top of the roof if it is flat or mid-point if it is a hip roof.

Commissioner McGeehen asked how many of the six character districts allow buildings to be 55 feet high. Andrew Morris, Long Range Planner, said there are two: John's Pass Resort and the commercial core. Commissioner McGeehen did not see 55-foot tall buildings as having a big impact on visitors to the commercial core. They had the blessing of the Planning Commission and Forward Pinellas. The vote at the first reading of the ordinance was five to zero, and staff recommended it. He wanted to stay with his initial vote.

Vice Mayor Tagliarini said he was confused about why they were not allowing more height. Ms. Forbes said the buildable usable area is maxed at 55 feet, but an elevator shaft or parapet could go up 20 more feet. Because it would be a controlled build, it would not feel like 55 feet. Mr. Morris said in the ordinance as written, the step-backs for all floors above the second story would be required to reduce bulk and keep within the character of John's Pass.

Mayor Brooks said the idea of height was not to allow a big, tall building because they still must adhere to the floor area ratio. If a building were to be built in the commercial core now, the FAR would include parking. Height matters, but the design elements are what is going to matter. The staff made a recommendation, and the Planning Commission exhaustively went through it. The changes should have been made at the workshops, not when they voted on it. She did not think a few feet would make a difference in the visual or architectural changes in the Commercial District.

Commissioner Kerr said they will override what the public approved if they approve it.

Mayor Brooks disagreed. What Commissioner Kerr is wanting would encourage planned development. Commissioner Kerr said the 36 feet to eave is the maximum of what the public stated they would approve. The eave height of 55 feet on any existing building was not represented at any public meeting.

Commissioner McGeehen said Commissioner Kerr was generalizing the public's opinion. He was at the workshops and remembers 55 feet and 34 feet being a toss-up at his table. His friends who own businesses in John's Pass are not concerned about 55 feet. He wanted to move forward with it.

Commissioner McGeehen motioned to adopt Ordinance 2024-09: Appendix D John's Pass Village Activity Center Development Standards after second reading and public hearing. Commissioner Ghovae seconded the motion.

ROLL CALL:

Commissioner McGeehen	"YES"
Commissioner Ghovae	"YES"

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

The motion carried 3-2.

B. Ordinance 2024-10: C-1 refer to Appendix D – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2024-10 by title only.

ORDINANCE 2024-10

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 5. C-1, TOURIST COMMERCIAL OF THE CITY'S LAND DEVELOPMENT CODE TO RENAME IT AS C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER; PROVIDING FURTHER INFORMATION ON PURPOSE AND INTENT OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER DISTRICT; REPLACING THE DEVELOPMENT STANDARDS SET FORTH IN SECTIONS 110-257 THROUGH 110-265 WITH THE DEVELOPMENT STANDARDS SET FORTH IN APPENDIX D (JOHN'S PASS VILLAGE ACTIVITY CENTER DEVELOPMENT STANDARDS); PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney said there had been no changes since the first reading.

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

Ms. Forbes explained the purpose of the proposed ordinance.

Vice Mayor Tagliarini motioned to adopt Ordinance 2024-10: C-1 refer to Appendix D after second reading and public hearing. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

C. Ordinance 2024-11: Rezone John's Pass Village Activity Center area to C-1, John's Pass Village Activity Center Zoning District – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2024-11 by title only.

ORDINANCE 2024-11

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING REAL PROPERTY FROM C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER, C-2 JOHN'S PASS MARINE COMMERCIAL, C-3 RETAIL COMMERCIAL, C-4 MARINE COMMERCIAL, PD PLANNED DEVELOPMENT, AND R-3 MEDIUM DENSITY MULTIFAMILY RESIDENTIAL ZONING DISTRICTS TO C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER FOR THE AREA AS SET FORTH IN THE ACCOMPANYING LEGAL DESCRIPTION AND PARCEL IDENTIFICATION NUMBERS LISTED IN EXHIBIT A ATTACHED HERETO AND HEREBY MADE A PART OF THIS ORDINANCE; PROVIDING FOR FUTURE REVITALIZATION AND DEVELOPMENT WITHIN THE ACTIVITY CENTER CATEGORY TO BE CONSISTENT WITH AND PURSUANT TO THE PROCEDURES, GUIDELINES AND STANDARDS OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER PLAN AS ADOPTED BY ORDINANCE 2023-01; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

The City Attorney said there had been no changes since the first reading.

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

Andrew Morris, Community Development Long Range Planner, explained the purpose of the proposed ordinance.

Vice Mayor Tagliarini motioned to adopt Ordinance 2024-11: Rezone John's Pass Village Activity Center area to C-1 John's Pass Village Activity Center Zoning District after second reading and public hearing. Commissioner Kerr seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

D. Ordinance 2024-12: Amending C-2 to reserve – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2024-12 by title only.

ORDINANCE 2024-12

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, DELETING DIVISION 6. JOHN'S PASS MARINE COMMERCIAL, SECTIONS 110-286 THROUGH 110-295 OF CHAPTER 110 ZONING, ARTICLE V. DISTRICTS OF THE CITY'S LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney said there had been no changes since the first reading.

Mayor Brooks opened to public comment.

Chuck Dillon, 529 Lillian Drive, asked for the effective date of the ordinances. The City Attorney said the ordinances become effective upon adoption, today if approved.

Mr. Morris explained the purpose of the proposed ordinance.

Commissioner Ghovae asked about the definition of reserve. The City Attorney explained that it removes the code language because it is no longer needed. The code number will be available if needed in the future.

Commissioner Ghovae motioned to adopt Ordinance 2024-12: Amending C-2 to reserve after second reading and public hearing. Commissioner Kerr seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

E. Ordinance 2024-13: C-3 to be consistent with MBTC SAP – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2024-13 by title only.

ORDINANCE 2024-13

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 7. C-3, RETAIL COMMERCIAL, OF THE CITY'S LAND

DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE COMMERCIAL CORE AND TRANSITIONAL CHARACTER DISTRICTS FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney said there had been no changes since the first reading.

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

Mr. Morris explained the purpose of the proposed ordinance.

Commissioner Ghovae asked if the rooftops would be allowed to serve alcoholic beverages. Mr. Morris said it would have to be done in a public area and approved by the Board. The rooftop itself would be voted on at a special magistrate meeting.

Vice Mayor Tagliarini motioned to adopt Ordinance 2024-13: C-3 to be consistent with MBTC SAP after second reading and public hearing. Commissioner Ghovae seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

F. Ordinance 2024-14: C-4 to be consistent with MBTC SAP – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2024-14 by title only.

ORDINANCE 2024-14

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 8. C-4, MARINE COMMERCIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON

DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE CAUSEWAY CHARACTER DISTRICT FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney said there had been no changes since the first reading.

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

Mr. Morris explained the purpose of the proposed ordinance.

Commissioner McGeehen motioned to adopt Ordinance 2024-14: C-4 to be consistent with MBTC SAP after second reading and public hearing. Vice Mayor Tagliarini seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

G. Ordinance 2024-15: R-3 to be consistent with MBTC SAP – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2024-15 by title only.

ORDINANCE 2024-15

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 4. R-3, MEDIUM DENSITY MULTIFAMILY RESIDENTIAL, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON DEFINITION; PURPOSE AND INTENT; ALLOWING TOWNHOUSES AS AN ALLOWED USE; INCLUDING OPEN ROOFTOP USES AS A SPECIAL EXCEPTION USE; INCLUDING DEVELOPMENT STANDARDS THAT REFERENCES DENSITY AND INTENSITY, HEIGHT, FLOOR AREA RATIO, AND IMPERVIOUS SURFACE RATIO REGULATIONS IN THE BEACHFRONT, CAUSEWAY,

AND PENINSULA CHARACTER DISTRICTS FROM THE MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney said there had been no changes since the first reading.

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

Mr. Morris explained the purpose of the proposed ordinance.

Commissioner Ghovae motioned to adopt Ordinance 2024-15: R3 to be consistent with MBTC SAP after second reading and public hearing. Commissioner Kerr seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

H. Ordinance 2024-16: Fees & Collection Procedures Manual FY 2024 Update #2 – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2024-16 by title only.

ORDINANCE 2024-16

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE FEES AND COLLECTIONS PROCEDURE MANUAL; REPEALING ORDINANCE 2024-05; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney said there had been no changes since the first reading.

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

Finance Director Consultant Andrew Laflin explained the purpose of the proposed ordinance.

Commissioner McGeehen asked about the \$100 annual short-term rental inspection. Mr. Laflin said any changes to that fee would require an amendment to the Fees and Collections Manual by ordinance, which requires two readings.

Commissioner Kerr motioned to adopt Ordinance 2024-16: Fees & Collection Procedures Manual FY 2024 Update #2 after second reading and public hearing. Commissioner Ghovae seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

I. Ordinance 2024-17: Business Tax Receipt (BTR) fee update – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2024-17 by title only.

ORDINANCE 2024-17

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 62 TAXATION, ARTICLE II LOCAL BUSINESS TAX, SECTION 62-60 LOCAL BUSINESS TAX SCHEDULE OF THE CITY'S CODE OF ORDINANCES TO INCREASE THE LEVY OF THE LOCAL BUSINESS TAX FEES BY FIVE PERCENT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney said there had been no changes since the first reading.

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

The City Manager explained the purpose of the proposed ordinance. He said the last increase occurred in 2014.

Vice Mayor Tagliarini motioned to adopt Ordinance 2024-17: Business Tax Receipt (BTR) fee update after second reading and public hearing. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

Mayor Brooks "YES"

The motion carried 5-0.

11. UNFINISHED BUSINESS

A. Flood Insurance Update/Homestead Issue – Letter to State

Commissioner Kerr asked if anyone had any objections. If there are no objections, the letter would be mailed if not mailed already. It needs Board approval. He said Ms. Forbes and Mr. Trask gave him input, which were minor modifications, just wordsmithing.

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

The Board said Commissioner Kerr did a great job on it.

Commissioner McGeehen motioned to approve the Flood Insurance/Homestead Issue Letter to the State. Commissioner Kerr seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

12. CONTRACTS/AGREEMENTS

A. Approve FY 2025 PCSO Law Enforcement Services Contract

The City Manager said it was the annual agreement with the Pinellas County Sheriff's Office to provide law enforcement services. A list of services they provide is in the agreement, which includes patrol, code enforcement, community policing, school crossing guards, and any other service the City may need. The significant change is the increased rates due to increased personnel service costs and equipment costs. It would be about a 7% increase for all listed services from the current year. He mentioned at the workshop that they would be looking at how they deploy their community policing to be able to alter the schedule to be able to have some additional visibility on the sand, particularly during the peak times of the year, so that they are enforcing the ordinances a bit more out on their sands such as trash, no dogs on the sand, not having glass on the sand, and grilling open fires.

Captain Leiner with the Sheriff's Office said they enjoy their relationship with the City and its residents.

Mayor Brooks opened to public comment.

A lady who did not provide her name said their Sheriff's office is exemplary. She has seen them in motion when there has been a drowning, and you could not ask for finer people than they have with the Sheriff's Office.

Vice Mayor Tagliarini said he has lived in Madeira Beach for 27 years and only had positive interactions with the Sheriff who has been around protecting them. The most important thing is to enforce the ordinance on the beach. He asked what part would address dogs, glass, violence, or whatever on the beach. Captain Leiner said it was just general patrol stuff, which is included in the community policing and the patrol deputy, which he explained. Vice Mayor Tagliarini said dogs on the beach are a growing problem around sunset, which he and his neighbors have noticed. The city manager said that many nights, he had seen deputies driving up and down before sunset and observed them tell dozens of people that they could not have their dogs on the beach. That is why they want to work on the scheduling so he could have one of their two community policing deputies out there while patrolling to develop better relationships with the residents there. Their response has been extremely quick and professional in resolving issues. They monitor it daily, and they have installed cameras in some areas, which are helpful.

Captain Leiner said the Sheriff's Office is a full-service provider, so his job is to address any concerns about anything the City may have to solve that problem.

Commissioner Ghovae commented that the Sheriff's Office provides first-class service to the City.

Commissioner McGeehen said he has been a Madeira Beach resident since 2005. Over the years, their community's safety has gone to an amazing level. There is less crime. You cannot put a price on safety. They are doing an amazing job.

Mayor Brooks thanked Captain Leiner for coming to the meeting.

Vice Mayor Tagliarini motioned to approve FY 2025 PCSO Law Enforcement Services Contract. Commissioner Kerr seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

B. Gulf Beaches Public Library Service Contract – October 1, 2024 through September 30, 2025

The City Manager reviewed the item and explained the purpose of the annual services agreement. The City will provide the funding detailed in the Gulf Beaches Library budget the Board approved a couple of months ago.

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

Commissioner Kerr motioned to approve the Gulf Beaches Public Library Service Contract – from October 1, 2024 through September 30, 2025. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

C. ITB #24-07 Awning Over Parking Pad/Storage at the Fire Station

Fire Chief Clint Belk said the item was presented at the last workshop. The contractor selected to install the awning is Muratte Construction Co. He responded to questions and comments from the Board.

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

Commissioner Kerr motioned to approve ITB #24-07, Awning over the parking pad/storage at the Fire Station. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

D. Approval of 2024 Emergency Medical Services ALS First Responder Agreement and FY 25 ALSFR Budget

Fire Chief Belk said the item was presented at the last workshop. It will coincide with the new Sunstar paramedic agreement with the county for five years. Instead of coming back to the Commission every two or three years, it will come for approval every five years. It does not affect the annual budget. He will still interact with the county, make his requests, and bring back the ALSFR budget every year for approval, but the agreement is for five years.

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

Commissioner Kerr motioned to approve the 2024 Emergency Medical Services ALS First Responder Agreement and FY 2025 ALSFR Budget. Vice Mayor Tagliarini seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

E. Approval of Construction Manager at Risk for Redington EMS Station

Fire Chief Belk said the item was presented at the last workshop. They went through the procurement process as recommended by the City Attorney. They chose Biltmore Construction Company, Inc. to do the project. They had just completed the South Pasadena fire station brand new. He spoke to Chief Mixson, and their punch list is very minor, so they feel very confident with Biltmore Construction.

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

Commissioner Ghovae asked if the construction manager at risk would be an additional cost. Chief Belk said 7% of the total proposal cost. They did not want to get into too much before it was approved. They gave a tentative proposal of about \$6 million. The total budget is about \$7.4 million, so they should come under budget. That comes from Pinellas County. Biltmore would do the construction.

Commissioner Kerr motioned to approve the chosen construction manager at risk for the Redington EMS Station, Biltmore Construction. Commissioner Ghovae seconded the motion.

ROLL CALL:

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

Mayor Brooks "YES"

The motion carried 5-0.

F. RFP 2024-03 City Seawall Repairs and Replacements

Brian Crabtree, Marina Manager, said the item was presented at the last workshop and asked for approval from the Board.

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

Commissioner Ghovae asked if a consultant was used to obtain permits. Mr. Crabtree said they do not need a county permit.

Vice Mayor Tagliarini motioned to approve RFP 2024-03 City Seawall Repairs and Replacements with Speeler Foundation to proceed for \$329,650,000. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

G. ITB 2024-08 Archibald Restroom Project Contract Approval

Public Works Director Megan Wepfer said the item was discussed in detail at the last workshop. She asked the Board for approval of a contract with Khors Construction Inc. She responded to questions and comments from the Board.

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

Commissioner Kerr motioned to approve the ITB 2024-08 Archibald Restroom Project Contract with Khors Construction Inc. for \$823,498 with a 10% contingency for \$905,847.80. Commissioner Ghovae seconded the motion.

ROLL CALL:

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

Mayor Brooks "YES"

The motion carried 5-0.

H. Rubicon Software Contract Approval

Director Wepfer said the item was presented at the last workshop. She requested approval of the contract with Rubicon for a three-year term.

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

Vice Mayor Tagliarini motioned to approve the Rubicon Software Contract for a three-year term. Commissioner Ghovae seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

13. NEW BUSINESS

A. Forward Pinellas Reapportionment Plan

City Manager Gomez said they received a request from Forward Pinellas for Commission approval of a change to the makeup of the Forward Pinellas Board.

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

Commissioner McGeehen motioned to approve the Forward Pinellas Reapportionment Plan. Vice Mayor Tagliarini seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

14. AGENDA SETTING – September 30, 2024 BOC Regular Workshop Meeting

- A. PRESENTATION: Representative Linda Chaney Check Presentation for Seawall Replacements**
- B. PRESENTATION: Tampa Bay Beaches Chamber of Commerce**
- C. Saltwater Destination LLC – 2nd Amendment to Lease**
- D. Playground near 140th Ave. Area**
- E. Court of Honor**
- F. Boat Docks at ROC Park & John's Pass**
- G. Beaches (sand), Public vs Private – City regulatory processes**
- H. Sections in the Code to update for the new C-1 Zoning District**
- I. Boca Ciega, Street End (pocket) park Update**
- J. Stuart Park Bathroom & Landscaping**
- K. Ordinance 2024-18 Planned Development**
- L. Forward Pinellas Grant – John's Pass Village**
- M. Gulf Blvd Undergrounding Project (invite Duke Energy)**
- N. Code Enforcement – short-term rental, high/tall grass**
- O. Alcohol, Noise, and Special Events – Review for proposed changes**

Items added:

1. Derelict docks
2. Discuss a solution/code to assist residents when elevators are down in their building.

15. REPORTS/CORRESPONDENCE

A. Board of Commissioners – 2024 BOC Meeting Schedule

City Manager Gomez reviewed the changes in the upcoming meeting schedule. City Clerk VanBlargan said she would have the 2025 meeting schedule available at the November meeting.

B. City Attorney

City Attorney Trask reminded the Board of the Victoria Cardona motion for a contempt hearing on September 18, 2024, and the fire station case is going to mediation on December 19.

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

The City Clerk said she hoped everyone had an opportunity to read the Madeira Beach history in the report. She plans to add more history next month.

D. City Manager

The City Manager reminded everyone of upcoming events. He thanked City staff for their work on the 911 remembrance event.

16. ADJOURNMENT

Mayor Brooks adjourned the meeting at 8:26 p.m.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

Ray Kerr
 Commissioner, District 2
 City of Madeira Beach Florida
 9/11/2024

City of Madeira Beach Board of Commissioners
 Ann Marie Brooks, Mayor
 David Tagliarini, Vice Mayor/Commissioner District 1
 Eddie McGeehen, Commissioner District 3
 Housh Ghovae, Commissioner District 4

RE: ORDINANCE 2024-09 John's Pass Village Activity Center Development Standards
 Section D-108. – Maximum building height.

Dear Mayor, Vice Mayor, and Commissioners,

I appreciate the lively debate and respect that is shown on the dais at each of our meetings. The city has received accolades for this BOC's ability to discuss the City's business and envision the future with integrity although we may not always agree. This letter is intended to maintain this appreciation of our membership yet preserve my opposition to increasing the building heights in Johns Pass Village, as we are split on this issue even if I am ultimately the sole member opposed. A simple "No" vote is insufficient on such an important decision.

It has been said that the Johns Pass Village Activity Center designation has been a work in progress for years. Some of us that had previously been on the Planning Commission had seen this topic before our election or appointment to the Board. While this is true, the topic of building height had only recently become a discussion point. The Board was notified that we would soon begin working on Land Development Regulations on March 27, 2024 but the BOC did not begin discussions until after The City held three JPV Zoning Public Workshops on April 13th, April 18th, and April 20th of 2024.

The public input was typically at either the same as the current zoning of 35 feet above Design Flood Elevation (DFE), or the same as max height of the existing buildings. The city staff suggested that the tallest building was the parking garage at 55 feet above DFE. The DFE line is roughly 10 feet above grade, so the range being either 45', or 65' above grade respectively. It is important to note here that current zoning restrictions are 35' above DFE to the rooftop peak, while the new regulations are measured to the roof eave, which allows redevelopment higher than current zoning without any other changes.

This roof peak versus roof eave is critically important when we are discussing the existing garage. As you see in the drawings provided by the city, the garage eave height is 36' 2-½" above DFE / 46' 2-½" above grade, which is roughly consistent with the default 35' DFE eave height minimum proposed. The 55' DFE / 65' grade roof height referenced in all previous meetings is to the top of a non-existent chimney. The drawing shows the chimney, but the attached photo confirms that it was never built. The BOC and the public were using the 55' reference in error. This taller height of 55' above DFE was used to set the height standard to match the existing parking garage in the proposed zoning ordinance.

How does a 5-story hotel (Marriott, Hilton, etc.) benefit the residents? It can only detract from the fishing village vibe. It has been said that a Cambria could not be built, but with a 55' DFE/65' grade eave height what will prevent this? The proposed ordinance suggests different architectural features but how will the architectural design be monitored and approved?

The only undeveloped area in the Commercial Core is the gravel parking area on the northeast end near Walt's Fish Shak. Will the shops along Village Boulevard in this character district become an extension of a larger hotel? Will Waltz disappear and be absorbed into the redevelopment of the Commercial Core? Will Delosa's side of the street be rebuilt with parking and hotel rooms above? How would this benefit the residents?

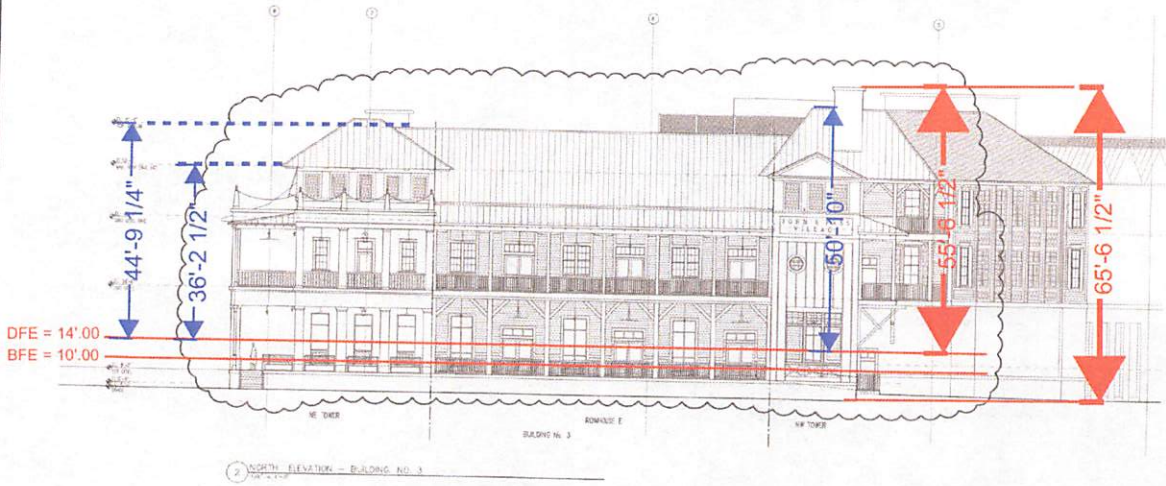
The largest property owner in the Commercial Core area of Johns Pass Village stated in our last BOC Workshop that the City would be hurting their own best interest if they don't approve the taller buildings, as it was his intention to relieve the parking problem. There is no gift to the City that I am aware of, but in reverse, the City is gifting a significant increase in property values if the tallest heights are approved. Without a Planned Development (PD), the city will get nothing in return for this gift. The city and its residents will only have more expenses for services provided, without a revenue share in the form of parking revenue.

When I ran for a commissioner position, I vowed to vote in a way that would benefit the residents. I don't see how raising the building heights by over 50% in Johns Pass Village is a benefit for either the city or the residents. Once it is voted in, it would be difficult to reverse as it would be taking away property rights. We are here to serve the residents and to vote on their behalf.

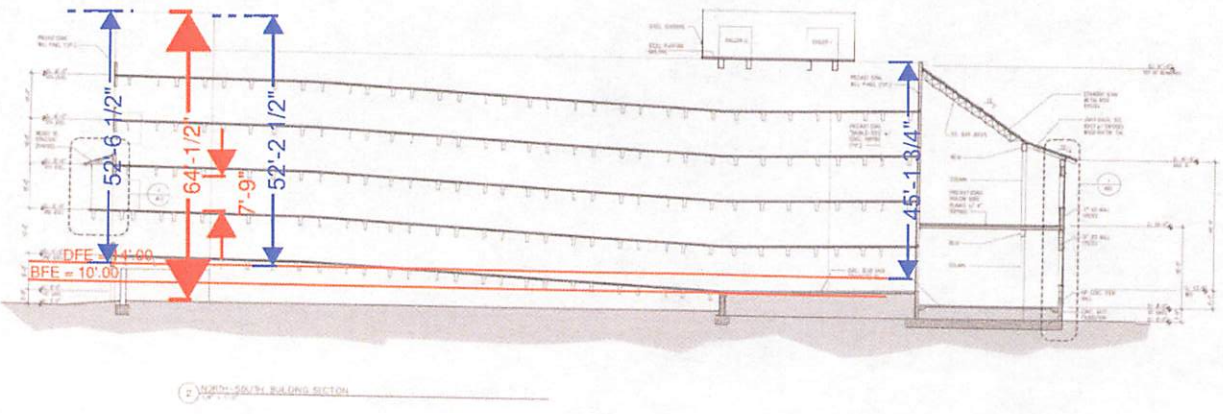
Sincerely,

Ray Kerr
Commissioner, District 2
City of Madeira Beach Florida

█ Height Measurements Shown during public meetings and BOC meetings
█ Height Measurements provided for this clarification 8.30.24



- 1. FOUNDATION
- 2. FIRST FLOOR
- 3. SECOND FLOOR
- 4. THIRD FLOOR
- 5. ROOF
- 6. MECHANICAL ROOM
- 7. ELEVATOR
- 8. STAIRS
- 9. BALCONY
- 10. PORCH
- 11. DRIVEWAY
- 12. GARAGE
- 13. UTILITY ROOM
- 14. STORAGE ROOM
- 15. HALLWAY
- 16. BATHROOM
- 17. KITCHEN
- 18. LIVING ROOM
- 19. BEDROOM
- 20. OFFICE
- 21. BREAK ROOM
- 22. CONFERENCE ROOM
- 23. STORAGE AREA
- 24. LOBBY
- 25. RECEPTION AREA
- 26. WAITING AREA
- 27. RESTROOM
- 28. JANITORY
- 29. ELECTRICAL ROOM
- 30. TELEPHONE ROOM
- 31. SECURITY ROOM
- 32. STORAGE ROOM
- 33. MECHANICAL ROOM
- 34. ROOF
- 35. MECHANICAL ROOM
- 36. ROOF
- 37. MECHANICAL ROOM
- 38. ROOF
- 39. MECHANICAL ROOM
- 40. ROOF
- 41. MECHANICAL ROOM
- 42. ROOF
- 43. MECHANICAL ROOM
- 44. ROOF
- 45. MECHANICAL ROOM
- 46. ROOF
- 47. MECHANICAL ROOM
- 48. ROOF
- 49. MECHANICAL ROOM
- 50. ROOF



RANON
CONTRACTOR

J. HUBBARD
ARCHITECT

Inhubard's Marina Redevelopment
John's Park Village, Malibu Beach

CODY R. JENSEN, ASSET

ELEVATIONS
PARKING GARAGE BUILDINGS 3 & 4

8/27/24







The City of Madeira Beach, Florida
The Board of Adjustment Minutes
January 5, 2004

Item 8A.

I. **MEETING CALLED TO ORDER.** Chairperson Reynolds called the meeting to order at 7:00 p.m.

II. **ROLL CALL**

MEMBERS PRESENT: Dennis L. Reynolds, Chairperson
Joseph T. Jorgensen, 1st Vice-Chairperson
Judy Alloway
Brian Bornemann
Michael Wyckoff, Alternate No. 2

MEMBERS ABSENT: Peter Malgadey, 2nd Vice-Chairperson
Gerald Davis, Alternate No. 1

**ADMINISTRATIVE
STAFF PRESENT:**

Rick Johnson, Acting Building Official (*County Representative*)
Thomas J. Trask, City Attorney (CA)
Paula Cohen, Community Development Director (CDD)
Gil Farley, Deputy City Clerk (DCC)

III. **APPROVE MINUTES.** The minutes of December 1, 2003, were approved as submitted.

QUORUM. Chairperson Reynolds asked if any Board of Adjustment members wished to disqualify themselves from any of the Applications. Hearing no response, he stated the quorum would consist of Michael Wyckoff, Brian Bornemann, Judy Alloway, 1st Vice-Chairperson Jorgensen, and himself.

INTRODUCTION. Chairperson Reynolds explained this is a hearing of the Board of Adjustment of the City of Madeira Beach. The function of the Board is to hear testimony and receive evidence and make an impartial determination of whether a variance should be granted from the provisions of the City Code, as interpreted by the Community Development Director or the Building Official.

A majority vote of the Board of Adjustment members shall be necessary to reverse the decision of the administration, to over rule it, and to approve a variance. The Board of Adjustment, during their review of an application shall review the criteria as provided with the case application form.

During the hearing, the Board will receive testimony and evidence that is relevant to issues of the case. All testimony shall be under oath. Documents and photographs will be received in evidence and made a part of the record of this hearing. The hearing, consideration, and the decision will be conducted in the format provided with the application form and in the information sheet at the entrance to this meeting room.

All variances granted by the Board of Adjustment and not acted upon within one (1) year of being granted will automatically expire. The granting of a variance does not exempt the applicant from obtaining a normal building permit.

Any appeals must be filed through the Circuit Court within thirty (30) days of the Board of Adjustment decision.

OATH. Chairperson Reynolds asked the Board of Adjustment Secretary to swear in all parties who desired to provide testimony and/or evidence. The following people took an oath to tell the truth on the matters before the Board of Adjustment:

Rick Johnson, Acting Building Official (*County Representative*)
Paula Cohen, Community Development Director

04.02 Daniel J. Penn of 14099 East Parsley Drive

04.03 William Moore of 13426 Gulf Boulevard

04.04 Len Ericson of 523 - 129th Avenue

04.05 Patricia Hubbard of 140 - 129th Avenue

04.06 Kevin Bessolo of Bessolo Design Group, Inc. for 13620 Gulf Boulevard

04.07 Steven Lafferty for 14080 Gulf Boulevard

Joel Weaver of 1022 Main Street, Dunedin

Arthur Clark of 14110 Gulf Boulevard (Arena De Madeira Condominium), Unit 301

IV. **PUBLIC HEARING FOR CONSIDERATION OF BUSINESS LISTED BELOW**

The City of Madeira Beach, Florida
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UNFINISHED BUSINESS - None.

NEW BUSINESS

Application AD 04.01 ~~WITHDRAWN BY THE APPLICANT~~

Speeler Enterprises representing Kingfisher Development, LLC
(Fritz Hofmeister) for property located at 14009 North Bayshore
Drive

Legal Description: Gulf shores 3rd Addition, Block M, southeasterly 1/2 of Lot 19 (Parcel
10/31/15/34362/013/0190)

Appealing the decision of the Building Official to revoke permit P33513-03, issued in error, under
the Madeira Code of Ordinances, Chapter 14 (Building and Building Regulations), Article V (Marine
Structures), Section 14-205 (Design criteria for private docks) due to the length of the dock
exceeding one-half the width of the property at the waterfront. (24 Property owners were notified)

Application 04.02 Daniel J. Penn for the property located at 14099 East Parsley Drive
Legal Description: Gulf Shores 6th Addition, Block Z, Lot 36 (Parcel 10/31/15/34416/026/ 0360)

Requesting a variance from the zoning requirements of the Madeira Beach Land Development
Regulations, Chapter 110 (Zoning), Article V (Districts), Division 2 (R-1, Single Family Residential),
Section 110-181 (Setback Requirements, item (1) Front yard, to reduce the required minimum front
yard setback from 20 feet to 13 feet to construct an unattached standard two-car garage.

DCC Farley read the public notice and advised 21 abutting property owners were notified and no
correspondence was received.

Acting Building Official Johnson summarized his administrative report, which is shown below:

The applicant is requesting to encroach seven feet into the required twenty foot front yard
setback leaving thirteen feet from the garage to the front property line and twenty-six feet to the
curb line of the street. If the garage was attached to the home, the encroachment would be
reduced by three feet. The homeowner does not wish to attach the garage to the home as it
would close off a window to a bedroom, thus reducing the amount of natural light in the room.

Chairperson Reynolds asked if the applicant was present.

Daniel Penn stated he did not wish to attach the garage to the main structure because there
are two bedroom windows and a bathroom window which would then be blocked and reducing
the amount of natural light to the room. Additionally having to tie the garage into the main
structure would drastically increase the cost. The garage would be 20 feet in length and still be
about 25 feet from the garage to the edge of the road pavement.

Chairperson Reynolds opened the meeting to public comment. Hearing no response, Chairperson
Reynolds closed the public hearing and stated the board would enter deliberation.

Motion was made by Michael Wyckoff, seconded by Judy Alloway that Application 04.02, in the
name of Daniel J. Penn, for the property located at 14099 East Parsley Drive, legal description as
read into the record, requesting a variance from the zoning requirements of the Madeira Beach
Land Development Regulations, Chapter 110 (Zoning), Article V (Districts), Division 2 (R-1, Single
Family Residential), Section 110-181 (Setback Requirements, item (1) Front yard, to reduce the
required minimum front yard setback from 20 feet to 13 feet to construct an unattached standard
two-car garage be granted.

The findings of fact being that the evidence presented at this hearing will not conform to the
requirements of the Code of Ordinances of the City of Madeira Beach.

The applicant meets the criteria for the variances as set forth in Section 2-107 of the Madeira
Beach Code of Ordinances, because:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or
building involved and which are not applicable to other lands, structure or buildings in the
same zoning district.
2. Granting the variance will not confer on the applicant any special privilege that is denied to
other lands, buildings or structures in the same zoning district.

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The Board of Adjustment Minutes

3. The granting of the variance will be in harmony with the general intent and purpose of the City Land Development Regulations, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Chairperson Reynolds stated that an "Aye" vote will be to grant Application 04.02.

Roll Call on the motion carried 5-0: Brian Bornemann-Aye; 1st Vice-Chairperson Jorgensen-Aye; Judy Alloway-Aye; Michael Wyckoff-Aye; Chairperson Reynolds-Aye.

Chairperson Reynolds stated Application 04.02 has been granted and reminded the applicant to obtain all necessary permits.

Application 04.03 William and Michelle Moore for the property located at 13426 Gulf Boulevard

Legal Description: Mitchell's Beach Revised, Block 8, Lot 17 less the northerly 20 feet of the westerly 20 feet (Parcel 15/31/15/58320/008/0170)

Requesting two After-the-Fact variances from the zoning requirements of the Madeira Beach Land Development Regulations, Chapter 110 (Zoning), Article VI (Supplementary District Regulation), Division 3 (Walls, Fences, Hedges, Railings and Sand Fences):

- 1: Section 110-448 (Side yards), to increase the height of the new fence 7 inches from a maximum of 6 feet to 6 feet 7 inches.
- 2: Section 110-449 (Rear yards not facing the water), to increase the height of the fence 7 inches from a maximum 6 feet to 6 feet 7 inches

DCC Farley read the public notice and advised 120 abutting property owners were notified and one letter was received from the Colwood Condominium Association opposing the variance.

Acting Building Official Johnson summarized his administrative report, which is shown below:

The owner obtained a fence permit to erect a 6 foot fence on the property. A portion of the newly erected solid fence exceeds 6 foot in height. The fence is 5 to 7 inches too high in certain areas as this fence was erected on top of a deck rather than on the ground. This is an after-the-fact variance to allow the fence to remain as presently installed.

Chairperson Reynolds asked if the applicants were present.

Mr. Moore stated the project started as putting pavers and a fence in the back yard; however when he was unable to accurately determine pervious surface with the pavers, the plan changed. The decision was to put in a deck and a fence.

The fence permit was pulled thinking the pavers would be in place. When it came time for the installation, the deck company and the fence company determined it would be best to put the fence on the deck. This caused the fence to be 6 inches to high. The fence company assured Mrs. Moore this would not be a problem. However, at the time of final inspection the inspector red tagged the job, and because it is a PVC fence and all the pieces interlock it was not feasible to cut off 6 inches of the top of the fence.

Chairperson Reynolds opened the meeting to public comment. Hearing no response, Chairperson Reynolds closed the public hearing and stated the board would enter deliberation.

Motion was made by 1st Vice-Chairperson Jorgensen, seconded by Michael Wyckoff that Application 04.02, in the name of William and Michelle Moore, for the property located at 13426 Gulf Boulevard, legal description as read into the record, requesting two After-the-Fact variances from the zoning requirements of the Madeira Beach Land Development Regulations, Chapter 110 (Zoning), Article VI (Supplementary District Regulation), Division 3 (Walls, Fences, Hedges, Railings and Sand Fences):

- 1: Section 110-448 (Side yards), to increase the height of the new fence 7 inches from a maximum of 6 feet to 6 feet 7 inches.
- 2: Section 110-449 (Rear yards not facing the water), to increase the height of the fence 7 inches from a maximum 6 feet to 6 feet 7 inches.

be granted.

**The City of Madeira Beach, Florida
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The findings of fact being that the evidence presented at this hearing will not conform to the requirements of the Code of Ordinances of the City of Madeira Beach.

The applicants meet the criteria for the variances as set forth in Section 2-107 of the Madeira Beach Code of Ordinances, because:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structure or buildings in the same zoning district.
2. Granting the variance will not confer on the applicants any special privilege that is denied to other lands, buildings or structures in the same zoning district.
3. Literal interpretation would deprive the applicants of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.
4. The variance granted is the minimum variance that will make possible the reasonable use of the land.

Chairperson Reynolds stated that an "Aye" vote will be to grant Application 04.03.

Roll Call on the motion carried 5-0: Brian Bornemann-Aye; Judy Alloway-Aye; Michael Wyckoff-Aye; 1st Vice-Chairperson Jorgensen-Aye; Chairperson Reynolds-Aye.

Chairperson Reynolds stated Application 04.03 has been granted.

Application 04.04 Len Ericson representing William and Andrea Demarest for the property located at 523 - 129th Avenue

Legal Description: Bill Williams, 3rd Addition, Block 2, Lot 1 (Parcel 15/13/15/97866/002/0010)

Requesting a variance from the zoning requirements of the Madeira Beach Land Development Regulations, Chapter 110 (Zoning), Article V (Districts), Division 3 (R-2, Low Density Multifamily Residential), Section 110-206, (Setback Requirements), item (3) a, Side yard setback reducing the minimum total side yard setback of 15 feet with a minimum of seven feet on either side to maintain 6 89 feet on one side of the home and a total side yard setback of 13.27 feet to enclose a non-conforming existing screen porch to provide an additional room in the home.

DCC Farley read the public notice and advised 16 abutting property owners were notified and no correspondence was received.

Acting Building Official Johnson summarized his administrative report, which is shown below:

The enclosing of this non-conforming screen porch to habitable space does not increase the degree of nonconformity on the property.

The existing screen porch encroaches 0.11 feet into the side yard setback. The applicant wishes to convert this screen porch into a room addition which would be built in line with the outside wall of the existing home and in the exact footprint as the non-conforming screen porch.

Chairperson Reynolds asked if the applicant was present.

Len Ericson stated he is the contractor representing William and Andrea Demarest. He further stated the structure was build over 30 years ago as is in the exact same footprint. The existing roof is already over the screened in porch and the owners want to enclose this and make it a habitable room with electric power and air conditioning. When the structure was built it was conforming, however through changes to the ordinances it is now a non-conforming structure. The enclosure will remain in the same footprint and will not increase the non-conformity.

Chairperson Reynolds opened the meeting to public comment. Hearing no response, Chairperson Reynolds closed the public hearing and stated the board would enter deliberation.

Motion was made by Brian Bornemann, seconded by 1st Vice-Chairperson Jorgensen that Application 04.04, in the name of Len Ericson representing William and Andrea Demarest, for the property located at 523 - 129th Avenue East, legal description as read into the record, requesting a

**The City of Madeira Beach, Florida
The Board of Adjustment Minutes**

variance from the zoning requirements of the Madeira Beach Land Development Regulations, Chapter 110 (Zoning), Article V (Districts), Division 3 (R-2, Low Density Multifamily Residential), Section 110-206 (Setback Requirements), item (3) a, Side yard setback reducing the minimum total side yard setback of 15 feet with a minimum of seven feet on either side to maintain 6.89 feet on one side of the home and a total side yard setback of 13.27 feet to enclose a non-conforming existing screen porch to provide an additional room in the home, be granted.

The findings of fact being that the evidence presented at this hearing will not conform to the requirements of the Code of Ordinances of the City of Madeira Beach.

The applicant meets the criteria for the variances as set forth in Section 2-107 of the Madeira Beach Code of Ordinances, because:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structure or buildings in the same zoning district.
2. The special conditions and circumstances do not result from the actions of the applicant.
3. The granting of the variance will be in harmony with the general intent and purpose of the City Land Development Regulations, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Chairperson Reynolds stated that an "Aye" vote will be to grant Application 04.04.

Roll Call on the motion carried 5-0: Judy Alloway-Aye; Michael Wyckoff-Aye; 1st Vice-Chairperson Jorgensen-Aye; Brian Bornemann-Aye; Chairperson Reynolds-Aye.

Chairperson Reynolds stated **Application 04.04 has been granted** and reminded the applicant to obtain all necessary permits.

Application 04.05 Hubbard Enterprises, Inc. representing Charles Rainey for the property located at 140 - 129th Avenue

Legal Description: Mitchell's Beach Revised, Block 2, Lot 19 (Parcel 15/31/15/58320/002/0190)

Requesting three variances from the zoning requirements of the Madeira Beach Land Development Regulations:

- 1: Chapter 82 (General Provisions), Section 82-2 (Definitions), to revise the parameters for measuring height from the current definition to base flood elevation to the highest point of the building to base flood elevation to the eave of the roof of the building.
- 2: Chapter 110 (Zoning), Article V (Districts), Division 5 (C-1 Tourist Commercial), Section 110-262 (Maximum building height), to increase the height of the structure 10 feet from a maximum of 30 feet or two stories to 40 feet.
- 3: Chapter 110 (Zoning), Article V (Districts), Division 5 (C-1 Tourist Commercial), Section 110-263 (Maximum lot coverage), item (1), to increase the floor area ratio by 0.10 from a maximum floor area ratio for a nonresidential /commercial use of 0.70 to 0.80.

DCC Farley read the public notice and advised 131 abutting property owners were notified and no correspondence was received.

Acting Building Official Johnson summarized his administrative report, which is shown below:

This is part of the property needed for the Hubbard parking garage project. The same variances are being requested for this parcel of land as had been requested and approved for the adjacent property owned by the Hubbard's. Due to the fact that the Hubbard's did not have control of this parcel or consent from the property owner at the April meeting to request the variances for this parcel, this application could not be heard until this meeting.

The variances being requested are for this parcel are to exceed the allowable building height by using the 40 feet measured from the eave instead of from the maximum roof height and to exceed the floor area ratio by 10 % where 70 % is required.

Chairperson Reynolds asked if the applicant was present.

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Patricia Hubbard stated when the initial application was made to the City this property was not included. The variances being requested are the same variances granted to the surrounding properties to complete the parking garage project.

Chairperson Reynolds opened the meeting to public comment. Hearing no response, Chairperson Reynolds closed the public hearing and stated the board would enter deliberation.

Motion was made by Brian Bornemann, seconded by Michael Wyckoff that Application 04.05, in the name of Hubbard Enterprises, Inc. representing Charles Rainey, for the property located at 140 - 129th Avenue, legal description as read into the record, requesting three variances from the zoning requirements of the Madeira Beach Land Development Regulations:

- 1: Chapter 82 (General Provisions), Section 82-2 (Definitions), to revise the parameters for measuring height from the current definition to base flood elevation to the highest point of the building to base flood elevation to the eave of the roof of the building.
- 2: Chapter 110 (Zoning), Article V (Districts), Division 5 (C-1 Tourist Commercial), Section 110-262 (Maximum building height), to increase the height of the structure 10 feet from a maximum of 30 feet or two stories to 40 feet.
- 3: Chapter 110 (Zoning), Article V (Districts), Division 5 (C-1 Tourist Commercial), Section 110-263 (Maximum lot coverage), item (1), to increase the floor area ratio by 0.10 from a maximum floor area ratio for a nonresidential /commercial use of 0.70 to 0.80.

be granted.

The findings of fact being that the evidence presented at this hearing will not conform to the requirements of the Code of Ordinances of the City of Madeira Beach.

The applicant meets the criteria for the variances as set forth in Section 2-107 of the Madeira Beach Code of Ordinances, because:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structure or buildings in the same zoning district.
2. The special conditions and circumstances do not result from the actions of the applicant.
3. Granting the variance will not confer on the applicant any special privilege that is denied to other lands, buildings or structures in the same zoning district.
4. Literal interpretation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.
5. The variance granted is the minimum variance that will make possible the reasonable use of the land.
6. The granting of the variance will be in harmony with the general intent and purpose of the City Land Development Regulations, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Chairperson Reynolds stated that an "Aye" vote will be to grant Application 04.05.

Roll Call on the motion carried 4-1: Judy Alloway-Nay; 1st Vice-Chairperson Jorgensen-Aye; Michael Wyckoff-Aye; Brian Bornemann-Aye; Chairperson Reynolds-Aye.

Chairperson Reynolds stated Application 04.05 has been granted and reminded the applicant to obtain all necessary permits.

Application 04.06 Bessolo Design Group, Inc. representing Charles M. Scherzer for the property located at 13620 Gulf Boulevard

Legal Description: Mitchell's Beach, Block 26, Lots 3, 4, 5, 26, 27, and 28 (Parcels 15/31/15/79370/000/0001; 15/31/15/79370/001/0010 through 15/31/15/79370/001/0060; 15/31/15/79370/002/0080 through 15/31/15/79370/002/0120; 15/31/15/79370/002/0140 and 15/31/15/79370/003/0150 through 15/31/15/79370/003/0170)

Requesting two variances from the zoning requirements of the Madeira Beach Land Development Regulations, Chapter 110 (Zoning), Article V (Districts), Division 4 (R-3, Medium Density Multifamily Residential):

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- 1: Section 110-231 (Setback requirements), item (4)b.2, to reduce the required side yard setback by 13 percent from a total of 33 percent of the lot width and not less than 10 feet on one side to 20 percent with a 10 foot setback on each side to develop a new 6-unit condominium complex.
- 2: Section 110-233 (Maximum lot coverage), item (1), to increase the floor area ratio by 0.03 from a maximum floor area ratio of 0.80 to 0.83 to 222 square feet to develop a new 6-unit condominium complex.

DCC Farley read the public notice and advised 32 abutting property owners were notified and no correspondence was received.

Acting Building Official Johnson summarized his administrative report, which is shown below:

The owner proposes to build a new 6-unit condominium complex. R-3 lots with 100 feet in width are required to provide a 33 percent side yard setback with at least 10 foot on one side. The developer proposes 10 feet on each side and centering the building on the property. This would reduce the side yard setback from 33% to 20%. The existing development on site has side setbacks of 10.8 feet and 4.7 feet.

The parcel of land is 0.51 acres in size. The buildable area is limited to only 0.25 acres due to the location of the Coastal Construction Control Line on this parcel. The existing development on the site is 100% impervious. The developer proposes to create 45% of the lot as pervious or green space. To accomplish this increase in green space and ability to provide for storm water treatment, the developer is seeking a variance to increase the floor area ratio by 0.03 or 222 square feet.

Chairperson Reynolds asked if the applicant was present.

Kevin Bessolo stated that although the applicant is requesting variances, the end result of the project will improve all of the existing non-conformities. The building will be further away from Gulf Boulevard allowing for additional green space. The existing front yard setback is approximately 9 feet and the proposed front yard setback will be 30 feet. The primary reason for requesting the side yard setback is to allow for each unit to have two parking spaces under the structure. Even with the approval of this variance request, the side yard setback will increase from the existing side yard setback.

Chairperson Reynolds opened the meeting to public comment. Hearing no response, Chairperson Reynolds closed the public hearing and stated the board would enter deliberation.

Motion was made by Michael Wyckoff, seconded by Brian Bornemann that Application 04.06, in the name of Bessolo Design Group, Inc. representing Charles M. Scherzer, for the property located at 13620 Gulf Boulevard, legal description as read into the record, requesting two variances from the zoning requirements of the Madeira Beach Land Development Regulations, Chapter 110 (Zoning), Article V (Districts), Division 4 (R-3, Medium Density Multifamily Residential):

- 1: Section 110-231 (Setback requirements), item (4)b.2, to reduce the required side yard setback by 13 percent from a total of 33 percent of the lot width and not less than 10 feet on one side to 20 percent with a 10 foot setback on each side to develop a new 6-unit condominium complex.
- 2: Section 110-233 (Maximum lot coverage), item (1), to increase the floor area ratio by 0.03 from a maximum floor area ratio of 0.80 to 0.83 to 222 square feet to develop a new 6-unit condominium complex.

be granted.

The findings of fact being that the evidence presented at this hearing will not conform to the requirements of the Code of Ordinances of the City of Madeira Beach.

The applicant meets the criteria for the variances as set forth in Section 2-107 of the Madeira Beach Code of Ordinances, because:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structure or buildings in the same zoning district.

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2. The variance granted is the minimum variance that will make possible the reasonable use of the land.
3. The granting of the variance will be in harmony with the general intent and purpose of the City Land Development Regulations, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Chairperson Reynolds stated that an "Aye" vote will be to grant Application 04.06.

Roll Call on the motion carried 5-0: Judy Alloway-Aye; 1st Vice-Chairperson Jorgensen-Aye; Brian Bornemann-Aye; Michael Wyckoff-Aye; Chairperson Reynolds-Aye.

Chairperson Reynolds stated **Application 04.06 has been granted** and reminded the applicant to obtain all necessary permits.

Application 04.07 Martin Drillich/Starquest representing Ben Tam Lending Corp. for the property located at 14080 Gulf Boulevard

Legal Description: Lot A, less the southeast 63 2/3 feet thereof which is adjacent to and parallel with the northwesterly line of Lot 25, Block A, Second Addition to Gulf Shores. (Parcel 10/31/15/34344/001/0010)

Requesting four variances from the zoning requirements of the Madeira Beach Land Development Regulations:

- 1: Chapter 110 (Zoning), Article III (Nonconformances), Section 110-93 (Intent concerning nonconforming property structures and uses), item (2) Nonconforming uses, (a), to permit a non-conforming 16 tourist unit motel to enlarge the individual tourist units by waiving the requirement that there shall be no enlargement, increase in activity or alteration to the use, permanent structure or both.
- 2: Chapter 82 (General Provisions), Section 82-2 (Definitions), to increase the size of an individual tourist dwelling unit with one-bedroom by 300 square feet from a maximum of 750 square feet to 1,050 square feet to renovate individual units of an existing motel.
- 3: Chapter 110 (Zoning), Article V (Districts), Division 4 (R-3 Medium Density Multifamily Residential), Section 110-232 (Maximum building height), to increase the height by 20 feet and 2 stories from a maximum building height of 40 feet and 3 stories, whichever is more restrictive to 5 stories or 60 feet to renovate the existing tourist dwelling units.
- 4: Chapter 110 (Zoning), Article V (Districts), Division 4 (R-3 Medium Density Multifamily Residential), Section 110-233 (Maximum lot coverage), to increase the floor area ratio by 0.63 from a maximum floor area ratio of 0.80 to 1.43 to renovate the existing tourist dwelling units.

DCC Farley read the public notice and advised 117 abutting property owners were notified and two letters were received opposing the variances:

Arena De Madeira Condominium Association of 14110 Gulf Boulevard
Professor A. Selby of 14110 Gulf Boulevard (Arena De Madeira Condominium), Unit 201

Acting Building Official Johnson summarized his administrative report, which is shown below:

The property measures 0.275 acre or 11,979 square feet. There is presently a two story concrete block structure on the site. The structure was built slab on grade in 1957. According to the county property appraiser there are 15 units currently on the property. To knock down the existing facility and rebuild condominiums under the current regulations limits the number of units to 4 and if tourist dwellings are built the zoning regulations permit up to five units. The current property use is nonconforming to the present land development regulations due to the number of units.

Under Section 110-93 (Nonconforming structures) - any addition, alteration or renovation to the structure shall not increase the degree of nonconformity. The developer is requesting the definition of "tourist" be revised to permit an increased size of a single tourist unit to 1,050 square feet as well as, permit a taller height and greater FAR to accommodate the proposed unit changes.

Chairperson Reynolds asked if the applicant was present.

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Stephen Lafferty:

- ◆ Stated he is the architect for the project and displayed conceptual drawings of the proposed project.
- ◆ Indicated the project would be a condominium/hotel.
- ◆ The 16 units would be sold as condominiums, but allow part-time residents to rent the units out when not occupied.
- ◆ Explained this is being proposed as a remodel, the first floor will not be vacated and the additional three floors will be built above the existing structure.
- ◆ Further indicated that at this time, there were currently 14 units available to be rented.

Chairperson Reynolds opened the meeting to public comment.

Joel Weaver stated he was representing some of the owners of Arena De Madeira who oppose the granting of these variances. The owners are concerned, because the developer is calling this a renovation; however, it describes a total rebuild. If it is a renovation, will the ground floor hold the additional three floors? The structure was built in 1957, and the building codes have changed.

It was not built back then to hold 5 floors and it will most likely not hold 5 floors today. With the increase in the size of the units, the accommodations will hold more people most likely arriving in more than one vehicle and the existing parking will not be adequate.

The owners of the Arena De Madeira feel they will have a problem dealing with the overflow parking from this development. One of the criteria for granting is if there are special conditions and circumstances do they result from the actions of the applicant. The owners of the Arena De Madeira feel:

- ◆ There are no special conditions or circumstances and the action is totally the result of the applicant by voluntary redeveloping the property.
- ◆ The variances requested are not the minimum variance which would make possible the reasonable use of the land.

Arthur Clark stated he objected to the variances, because the presented drawings appear to be well outside of the existing footprint.

Hearing no additional response, Chairperson Reynolds closed the public hearing and stated the board would enter deliberation.

Motion was made by Judy Alloway, seconded by Brian Bornemann that Application 04.07, in the name of Martin Drillich/Starquest representing Ben Tam Lending Corp., for the property located at 14080 Gulf Boulevard, legal description as read into the record, requesting four variances from the zoning requirements of the Madeira Beach Land Development Regulations:

- 1: Chapter 110 (Zoning), Article III (Non-conformances), Section 110-93 (Intent concerning nonconforming property, structures and uses), item (2) Nonconforming uses, (a), to permit a non-conforming 16 tourist unit motel to enlarge the individual tourist units by waiving the requirement that there shall be no enlargement, increase in activity or alteration to the use, permanent structure or both.
- 2: Chapter 82 (General Provisions), Section 82-2 (Definitions), to increase the size of an individual tourist dwelling unit with one-bedroom by 300 square feet from a maximum of 750 square feet to 1,050 square feet to renovate individual units of an existing motel.
- 3: Chapter 110 (Zoning), Article V (Districts), Division 4 (R-3 Medium Density Multifamily Residential), Section 110-232 (Maximum building height), to increase the height by 20 feet and 2 stories from a maximum building height of 40 feet and 3 stories, whichever is more restrictive to 5 stories or 60 feet to renovate the existing tourist dwelling units.
- 4: Chapter 110 (Zoning), Article V (Districts), Division 4 (R-3 Medium Density Multifamily Residential), Section 110-233 (Maximum lot coverage), to increase the floor area ratio by 0.63 from a maximum floor area ratio of 0.80 to 1.43 to renovate the existing tourist dwelling units.

be denied.

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The findings of fact being that the evidence presented at this hearing will not conform to the requirements of the Code of Ordinances of the City of Madeira Beach.

The applicants does not meet the criteria for the variances as set forth in Section 2-107 of the Madeira Beach Code of Ordinances, because:

1. There is no hardship.
2. No special conditions and circumstances exist which are peculiar to the land, structure, or buildings involved.
3. Financial loss standing alone is not sufficient justification for a variance.

Chairperson Reynolds stated that an "Aye" vote will be to deny Application 04.07.

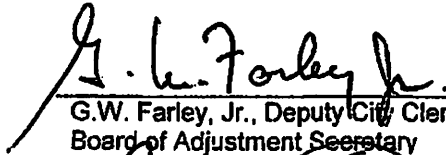
Roll Call on the motion carried 5-0: Michael Wyckoff-Aye; 1st Vice-Chairperson Jorgensen-Aye; Brian Bornemann-Aye; Judy Alloway-Aye; Chairperson Reynolds-Aye.

Chairperson Reynolds stated Application 03.07 has been denied.

V. GENERAL BUSINESS AND REPORTS - None.

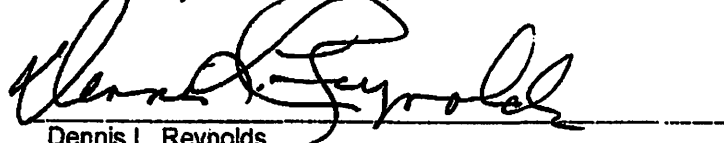
VI. ADJOURNMENT. Chairperson Reynolds declared the meeting of the Board of Adjustment adjourned at 9:15 p.m.

Respectfully submitted:



 G.W. Farley, Jr., Deputy City Clerk
 Board of Adjustment Secretary

Approved by the Board on
February 2, 2004



 Dennis L. Reynolds
 Chairperson



MINUTES

BOARD OF COMMISSIONERS SPECIAL MEETING SEPTEMBER 11, 2024 5:45 P.M.

The City of Madeira Beach Board of Commissioners held a budget workshop meeting at 5:45 p.m. on September 11, 2024, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: Anne-Marie Brooks, Mayor
David Tagliarini, Vice Mayor/Commissioner District 1
Ray Kerr, Commissioner District 2
Eddie McGeehen, Commissioner District 3
Housh Ghovaae, 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 5:45 p.m.

2. ROLL CALL

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

3. PUBLIC COMMENT

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

4. ORDINANCE 2024-19, FY 2025 TENTATIVE MILLAGE RATE ORDINANCE – 1ST READING & PUBLIC HEARING

A. Ordinance 2024-19: Adopt the Tentative Millage Rate for Fiscal Year Beginning October 1, 2024, and ending September 30, 2025

City Attorney Tom Trask read Ordinance 2024-19 in its entirety:

ORDINANCE 2024-19

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ESTABLISHING THE TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2025, PROVIDING AND ANNOUNCING THE NAME OF THE TAXING AUTHORITY, THE ROLLED BACK MILLAGE RATE, THE PERCENTAGE INCREASE OVER THE ROLLED BACK MILLAGE RATE, AND THE MILLAGE RATE TO BE LEVIED AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes s. 200.065 requires the adoption of the millage rate by separate vote and prior to the adoption of the budget; and

WHEREAS, Florida Statutes s. 200.065 requires that prior to adoption of the millage-levy ordinance, the following be publicly announced: the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied; and

WHEREAS, in no event may the millage rate adopted exceed the millage rate tentatively adopted.

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

SECTION 1. The name of the taxing authority is the City of Madeira Beach.

SECTION 2. The rolled back millage rate for fiscal year 2025 is 2.5300 per \$1,000.

SECTION 3. The fiscal year 2025 proposed millage rate is 8.70% higher than the rolled back rate.

SECTION 4. The millage rate to be levied for fiscal year 2025 shall be 2.7500 per \$1,000.

SECTION 5. This ordinance shall become effective immediately upon its adoption.

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

Finance Director Consultant Andrew Laflin said they already had five workshop meetings on the item and he had no additional information to add.

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

Commissioner Ghovae asked about the effective date of the ordinance. The City Manager said the effective date is when the ordinance is adopted at the second reading on Monday, September 30.

Commissioner Kerr said his only comment is regarding the operating budget and the graphs over the years. He would like some time scheduled after the budget meetings are finished to start looking at the budget over the years, where they are, and where they are going, and not wait until next year to do that.

Commissioner Kerr motioned to approve Ordinance 2024-19: Adopt the Tentative Millage Rate for Fiscal Year Beginning October 1, 2024, and ending September 30, 2025, after first reading. Vice Mayor Tagliarini seconded the motion.

ROLL CALL:

Commissioner Kerr	“YES”
Vice Mayor Tagliarini	“YES”
Commissioner McGeehen	“YES”
Commissioner Ghovae	“YES”
Mayor Brooks	“YES”

The motion carried 5-0.

5. ORDINANCE 2024-20, FY 2025 TENTATIVE BUDGET ORDINANCE – 1ST READING & PUBLIC HEARING

A. Ordinance 2024-20: adopt the Tentative Budget for Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025

City Attorney Tom Trask read Ordinance 2024-20 in its entirety:

ORDINANCE 2024-20

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes s. 166.241 requires the adoption of a budget each fiscal year;
and

WHEREAS, the amount available from taxation and other sources, including balances brought forward from prior years, must equal the total appropriations for expenditures and reserves; and

WHEREAS, at a minimum, the adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report required under s. 218.32(1).

WHEREAS, the adopted budget must regulate expenditures of the municipality, and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except as pursuant to the adopted budget; and

WHEREAS, the City of Madeira Beach Tentative Fiscal Year 2025 Budget is balanced; is presented at the level of detail required to file the annual financial report; and shall regulate expenditures of the City for the period beginning October 1, 2024 and ending September 30, 2025.

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

SECTION 1. The tentative budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025 attached hereto as Exhibit A is hereby adopted.

SECTION 2. This ordinance shall become effective immediately upon its adoption.

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

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

Commissioner Ghovae motioned to approve Ordinance 2024-20: Adopting the Budget for Fiscal Year Beginning October 1, 2024, and ending September 30, 2025, after first reading. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Ghovae	“YES”
Commission McGeehen	“YES”
Commissioner Kerr	“YES”
Vice Mayor Tagliarini	“YES”
Mayor Brooks	“YES”

The motion carried 5-0.

6. ADJOURNMENT

The meeting was adjourned at 5:53 p.m.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

DRAFT



MINUTES

**BOARD OF COMMISSIONERS
SPECIAL MEETING
SEPTEMBER 30, 2024
5:45 P.M.**

The City of Madeira Beach Board of Commissioners held a special meeting at 5:45 p.m. on September 30, 2024, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

MEMBERS ABSENT: None.

CHARTER OFFICERS: 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 5:45 p.m.

2. ROLL CALL

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

3. PUBLIC COMMENT

There were no public comments.

4. PUBLIC HEARINGS

A. Ordinance 2024-19, Adopt the Millage Rate for Fiscal Year Beginning October 1, 2024 and ending September 30, 2025 – 2nd Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2024-19 in its entirety:

ORDINANCE 2024-19

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ESTABLISHING THE MILLAGE RATE FOR FISCAL YEAR 2025, PROVIDING AND ANNOUNCING THE NAME OF THE TAXING AUTHORITY, THE ROLLED BACK MILLAGE RATE, THE PERCENTAGE INCREASE OVER THE ROLLED BACK MILLAGE RATE, AND THE MILLAGE RATE TO BE LEVIED AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes s. 200.065 requires the adoption of the millage rate by separate vote and prior to the adoption of the budget; and

WHEREAS, Florida Statutes s. 200.065 requires that prior to adoption of the millage-levy ordinance, the following be publicly announced: the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied; and

WHEREAS, in no event may the millage rate adopted exceed the millage rate tentative adopted.

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

SECTION 1. The name of the taxing authority is the City of Madeira Beach.

SECTION 2. The rolled back millage rate for fiscal year 2025 is 2.5300 per \$1,000.

SECTION 3. The fiscal year 2025 proposed millage rate is 8.70% higher than the rolled back rate.

SECTION 4. The millage rate to be levied for fiscal year 2025 shall be 2.7500 per \$1,000.

SECTION 5. This ordinance shall become effective immediately upon its adoption.

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

Vice Mayor Tagliarini motioned to adopt Ordinance 2024-19, establishing the Millage Rate for FY 2025, beginning October 1, 2024, and ending September 30, 2025, after 2nd reading and public hearing. Commissioner Kerr seconded the motion.

ROLL CALL:

Vice Mayor Tagliarini	“YES”
Commissioner Kerr	“YES”
Commissioner McGeehen	“YES”

Commissioner Ghovae “YES”
Mayor Brooks “YES”

The motion carried 5-0.

B. Ordinance 2024-20: Adopt the Budget for Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025 – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2024-20 in its entirety:

ORDINANCE 2024-20

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes s. 166.241 requires the adoption of a budget each fiscal year; and

WHEREAS, the amount available from taxation and other sources, including balances brought forward from prior years, must equal the total appropriations for expenditures and reserves; and

WHEREAS, at a minimum, the adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report required under Florida Statutes s. 218.32(1).

WHEREAS, the adopted budget must regulate expenditures of the municipality, and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except as pursuant to the adopted budget; and

WHEREAS, the City of Madeira Beach Fiscal Year 2025 Budget is balanced; is presented at the level of detail required to file the annual financial report; and shall regulate expenditures of the City for the period beginning October 1, 2024 and ending September 30, 2025.

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

SECTION 1. The budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025 attached hereto as Exhibit A is hereby adopted.

SECTION 2. This ordinance shall become effective immediately upon its adoption.

Commissioner Kerr motioned to adopt Ordinance 2024-20, adopting the Budget for FY 2025, beginning October 1, 2024, and ending September 30, 2025, after 2nd reading and public hearing. Commissioner Ghovae seconded the motion.

ROLL CALL:

Commissioner Kerr	“YES”
Commissioner Ghovae	“YES”
Commissioner McGeehen	“YES”
Vice Mayor Tagliarini	“YES”
Mayor Brooks	“YES”

The motion carried 5-0.

5. Resolution 2024-07, Emergency Resolution

City Attorney Tom Trask read Resolution 2024-07:

RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, DECLARING A LOCAL STATE OF EMERGENCY FOR MADEIRA BEACH DUE TO HURRICANE HELENE AND ITS POTENTIAL THREAT OF HARM TO THE PEOPLE AND PROPERTY OF THE CITY OF MADEIRA BEACH; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

Mayor Brooks opened to public comment.

There were no public comments.

Vice Mayor Tagliarini motioned to adopt Resolution 2024-07, Emergency Resolution. Commissioner McGeehen seconded the motion.

ROLL CALL:

Vice Mayor Tagliarini	“YES”
Commissioner McGeehen	“YES”
Commissioner Kerr	“YES”
Commissioner Ghovae	“YES”
Mayor Brooks	“YES”

The motion carried 5-0.

5. ADJOURNMENT

Mayor Brooks adjourned the meeting at 5:59 p.m.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

DRAFT

**Memorandum**

Meeting Details: Board of Commissioners Regular Meeting, November 13, 2024

Prepared For: Honorable Mayor Brooks and the Board of Commissioners

From: Community Development Department

Subject: Ordinance 2024-21: Revising Definition of Substantial Improvement 1st Reading and Public Hearing

Background:

Hurricane Helene and Hurricane Milton brought historic levels of storm surge and wind to Madeira Beach. Hurricane Helene's storm surge flooded every pre-FIRM residential structure and most at grade commercial structures within the city. Some of these structures have received substantial damage. A structure is considered to have received substantial damage if the estimated cost to repair the structure exceeds 50 percent of the pre-damaged building market value (also known as "FEMA's 50% Rule"). Currently the Madeira Beach Code of Ordinances has a one-year period lookback requirement when renovating or repairing a pre-FIRM structure. The one-year period lookback begins on the date of the first permit issued for the improvement or repair.

Discussion:

City staff are concerned that the one-year period lookback would penalize property owners that have done renovations to their property within the past year. Those renovations would count towards the FEMA 50% Rule which could potentially lead to a structure being declared substantially damaged. Ordinance 2024-21: Revising Definition of Substantial Improvement would update the references to substantial damage and substantial improvement to remove the one-year period lookback requirement. Removing the one-year period lookback would mean that the FEMA 50% Rule would be used for each individual renovation or repair project. Phasing improvements would still not be allowed. Restoring the structure to what it was before the flooding occurred would still be a requirement.

Recommendation(s):

City Staff recommends the approval of Ordinance 2024-21: Revising Definition of Substantial Improvement.

Fiscal Impact or Other:

It is not foreseen that the city would have additional costs to enforce Ordinance 2024-21. There are no additional costs or fees from the city related to the property owners complying with the proposed ordinance. There is a risk for the city to receive a small reduction in CRS points. This could have an impact on the city’s CRS Rating and the existing flood insurance discounts for residential properties.

Attachments:

- Ordinance 2024-21 Revising Definition of Substantial Improvement
- Business Impact Statement

ORDINANCE 2024-21

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REVISING SECTION 94-33 OF DIVISION 9 (GENERAL) OF CHAPTER 94 (FLOODPLAIN MANAGEMENT) TO DELETE THE REQUIREMENT TO EVALUATE PREVIOUSLY ISSUED BUILDING PERMITS; AMENDING THE DEFINITIONS OF SUBSTANTIAL DAMAGE AND SUBSTANTIAL IMPROVEMENT IN SECTION 94-93 OF DIVISION 9 (GENERAL) OF CHAPTER 94 (FLOODPLAIN MANAGEMENT) OF THE CODE OF ORDINANCES TO DELETE THE REPETITIVE FLOOD DAMAGE PROVISION AND THE ONE-YEAR LOOK BACK REQUIREMENT; REVISING SECTION 14-39 OF ARTICLE II (TECHNICAL CODES AND STANDARDS) OF CHAPTER 14 (BUILDINGS AND BUILDING REGULATIONS) OF THE CODE OF ORDINANCES TO DELETE SUBPARAGRAPH (D) REGARDING THE DEFINITIONS OF SUBSTANTIAL DAMAGE AND SUBSTANTIAL IMPROVEMENT IN THE FLORIDA BUILDING CODE; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 24, 2024, the Governor of the State of Florida entered an Executive Order declaring a State of Emergency for 64 counties in the State of Florida, including Pinellas County, due to the dangers presented by Hurricane Helene; and

WHEREAS, on October 5, 2024, the Governor of the State of Florida also entered Executive Order declaring a State of Emergency for 35 counties in the State of Florida, including Pinellas County, due to the dangers presented by Hurricane Milton; and

WHEREAS, Hurricanes Helene and Milton posed serious threats to the lives and property for the residents of Madeira Beach, Florida and a State of Local Emergency was declared for all territory within the legal boundaries of Madeira Beach, Florida; and

WHEREAS, both Hurricanes Helene and Milton caused extensive damage to public utilities, public buildings, public communications systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, City staff has reviewed Section 94-33 of the Code of Ordinance and wishes to amend the section to delete the requirement to evaluate previously issued building permits when considering the issuance of a new building permit; and

WHEREAS, City Staff has reviewed the current definitions of Substantial Damage Substantial Improvement of Section 94-93 of the Code of Ordinances and wishes to amend the section to delete the repetitive flood damage provision and the one-year look back requirement; and

WHEREAS, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, City staff has recommended deleting the previously adopted local amendments to the Florida Building Code definitions of Substantial Damage and Substantial Improvement; and

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

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

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

Section 1. That Section 94-33 of Division 9 (General) of Chapter 94 (Floodplain Management) of the Code of Ordinances of the City of Madeira Beach is hereby amended to read as follows:

Sec. 94-33. Substantial improvement and substantial damage determinations.

For applications for building permits to improve buildings and structures, including alterations (Levels 1-2-3), movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the Building Official, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; ~~the determination requires evaluation of previous permits issued for improvements as specified in the definition of "substantial improvement; and for work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage;"~~ and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this chapter is required.

Section 2. The definitions of Substantial Damage and Substantial Improvement in Section 94-93 of Division 9 (General) of Chapter 94 (Floodplain Management) of the Code of Ordinances of the City of Madeira Beach shall read as follows:

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. ~~Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.~~

Substantial improvement means any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or ~~structure taking place during a one-year period~~, the ~~cumulative~~ cost of which equals or exceeds 50 percent of the market value of the building or structure before the "start of construction" of the

improvement. ~~For each building or structure, the one-year period begins on the date of the first permit issued for improvement or repair subsequent to November 15, 2016. This~~ term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Section 3. That subparagraph (d) of Section. 14-39 of Article II (Technical Codes and Standards) of Chapter 14 (Buildings and Building Regulations) is hereby deleted as follows:

~~(d) Modify the Florida Building Code, Building, Section 202 definitions of Substantial Damage and Substantial Improvement to read as follows:~~

~~*SUBSTANTIAL DAMAGE.* Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.~~

~~*SUBSTANTIAL IMPROVEMENT.* Any combination of repair, reconstruction, rehabilitation, alteration, addition or improvement of a building or structure taking place during a one-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the one-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to November 15, 2016. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either~~

- ~~1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.~~
- ~~2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~

Section 4. For purposes of codification of any existing section of the Madeira Beach Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

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

Section 6. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 7. The Codifier shall codify the substantive amendments to the Land Development Code of the City of Madeira Beach contained in Section 1, Section 2, and Section 3 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

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

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

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

Proposed ordinance's title/reference: Ordinance 2024-21: Revising Definition of Substantial Improvement

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):

Hurricane Helene and Hurricane Milton brought historic levels of storm surge and wind to Madeira Beach. City staff are concerned that the one-year period lookback would penalize property owners that have done renovations to their property within the past year. Those renovations would count towards the FEMA 50% Rule which could potentially lead to a structure being declared substantially damaged. Ordinance 2024-21: Revising Definition of Substantial Improvement would update the references to substantial damage and substantial improvement to remove the one-year period lookback requirements.

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.

This ordinance would not create additional costs for the City of Madeira Beach to enforce the regulations. There would not be any additional costs for businesses to comply with this proposed ordinance.

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

There is no foreseen impact on businesses because the proposed ordinance does not create additional regulatory costs for businesses.

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

Removing the one-year lookback would mean that the FEMA 50% Rule would be used for each individual renovation or repair project. Phasing improvements would still not be allowed. Restoring the structure to what it was before the flooding would still be a requirement. There is a risk for the city to receive a small reduction in CRS points. This could have an impact on the city's CRS Rating and the existing flood insurance discounts for residential properties.



Memorandum

Meeting Details: November 13, 2024

Prepared For: Hon. Mayor Brooks & Board of Commissioners

Staff Contact: Andrew Laflin, Finance Director

Subject: Ordinance 2024-22 Fees and Collection Procedure Manual – FY 2025 Update #1

Background

The purpose of this agenda item is to present to the Board of Commissioners proposed amendments to the Fees and Collection Procedure Manual to establish new fees and alter certain existing fees.

Exhibit A contains the Fees and Collection Procedure Manual with tracked changes. Within Exhibit A, all updates to the manual, including addition of new fees, changing existing fees, modification of current explanatory language, and other similar changes, are included in red font with previous fee amounts and language stricken. Thus, Exhibit A provides an illustration of listed fees before and after the amendments resulting from Ordinance 2024-22. The primary area or department involved in these proposed fee changes is as follows:

- Development Services – Reduction of permit fees.

Fiscal Impact

This amendment will result in a reduction of revenues within the Building Fund. However, the Building Fund has sufficient reserves to absorb the projected loss of revenue resulting from this proposed fee change.

Recommendation(s)

Staff recommends approval of Ordinance 2024-22 on First and Second Reading.

Attachments

- Ordinance 2024-22
- Exhibit A: Fees and Collection Procedure Manual with tracked changes

ORDINANCE 2024-22

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; REPEALING ORDINANCE 2024-05; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Madeira Beach adopted Ordinance 2024-05 providing for the amendment of Fees and Collection Procedures Manual; and

WHEREAS, on September 24, 2024, the Governor of the State of Florida entered an Executive Order declaring a State of Emergency for 64 counties in the State of Florida, including Pinellas County, due to the dangers presented by Hurricane Helene; and

WHEREAS, on October 5, 2024, the Governor of the State of Florida also entered Executive Order declaring a State of Emergency for 35 counties in the State of Florida, including Pinellas County, due to the dangers presented by Hurricane Milton; and

WHEREAS, Hurricanes Helene and Milton posed serious threats to the lives and property of residents of Madeira Beach, Florida and a State of Local Emergency was declared for all territory within the legal boundaries of Madeira Beach, Florida; and

WHEREAS, both Hurricanes Helene and Milton caused extensive damage to public utilities, public buildings, public communications systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, City Staff has reviewed the current provisions of the Fees and Collection Procedures Manual for the City of Madeira Beach and wishes to revise same to provide homeowners and business owners relief from the normal building permit fees; and

WHEREAS, City staff wishes to repeal Ordinance 2024-05.

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

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

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

Section 1. The City of Madeira Beach’s revised Fees and Collection Procedures Manual attached hereto as Exhibit A is hereby adopted.

Section 2. Ordinance 2024-05 is hereby repealed.

Section 3. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

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

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 2024-22

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURE MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA; REPEALING ORDINANCE 2024-05; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; 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):

This ordinance amends the Fees and Collection Procedure Manual to changing existing fees within Development Services.

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.

This amendment reduces building permit fees and eliminates permit fees in certain circumstances, which will reduce total costs of construction for businesses and residences alike.

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

Difficult to estimate.

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

This amendment will result in a reduction of revenues to be generated in the Building Fund. However, the Building Fund has sufficient reserves to absorb this projected revenue loss.

Exhibit A
Ordinance 2024-22



FEES & COLLECTION PROCEDURE MANUAL

(Updated Through Ordinance 2024-22)

Office of the City Clerk

Adopted: _____

FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE 2024-22)

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

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

SECTION A. What is a public record?

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

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

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

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

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

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

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

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

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

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

requested records. The reason for the request is not required to be disclosed." Fla. R. Jud. Admin 2.420(m)(l). The custodian "is required to provide access to or copies of records but is not required either to provide information from records or to create new records in response to a request." *Commentary, In re Report of the Supreme Court Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002). The custodian having custody of the records shall determine whether the requested records are subject to the rule, whether there are any exemptions, and the form in which the record is provided. Fla. R. Jud. Adm in. 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).....\$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 (double fee)..... (Ordinance 2016-06)	\$3,600.00
(6) Conversion of a nonconforming non-habitable area into a habitable area	\$1,000.00
C. Alcoholic Beverage Permit Application Fee	\$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
(2) Intermediate Site Plan Review	
a. First Review Site Plan Submittal	\$1,000.00
(3) Major Site Plan Review	

- a. First Review Site Plan Submittal\$2,000.00
- (4) Administrative Waiver \$500.00
- (5) Encroachment Extension\$1,000.00
- G. Zoning/Land Development Regulation Interpretations and Meetings – Base Fee..... \$100.00

Interpretation of land development regulations such as number of legal units existing on a property, nonconforming provisions, subdivision regulations, and/or Planning, Zoning or Predevelopment review meetings. Such services would include up to one hour of meeting and or research of 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 employees' hourly rate plus benefits on a time for time basis. On-site consultation with planner or Certified Flood Plain Manager (as needed; by request) requires an additional fee of \$100.00.

- H. Zoning Verification Letter \$100.00

Includes one hour of research. Additional time will be charged at the employee’s hourly rate plus benefits.

(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 Planning Director.

- (2) Plan Review

- a. Preliminary Plan and Standards Review \$1,500.00

- b. First Plan and Standards Plan Review \$2,500.00

- c. 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 Approvalall 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

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 \$2,500 or more 25% of total permit 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 Florida Building Code:

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

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

- (2) EXPRESS Permit – issued same day (plus any additional applicable fees)\$50.00

- (3) Valuation Fee: ~~Two percent 2%~~ **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 for a period of 180 days from the adoption of Ordinance 2024-22.**

- (4) Florida Surcharge Fee: The Building Permit fee as required by Florida Law, a total of two and one-half (2½%) percent per permit. A minimum of four dollars for the Building Permit Fees.

- (5) Pre-Permit Plan Review Fee: All plan review fees for large "commercial and residential" building permits including one-and-two family dwellings, townhouses, multifamily units and all commercial projects shall be:

- a. One-and-two family dwellings & townhouses \$250.00
- b. Multifamily units & commercial projects \$500.00
- c. FEMA - SI/SD projects \$250.00
- d. Minimum fee..... \$100.00

- (6) Re-examination of plans due to corrections, changes, or alterations, prior to or after permit issuance.

- a. Plan revisions (Minor, 2,499 sq. ft. or less) \$100.00
- b. Plan revisions (Large) greater than (>) 2500sq. ft \$250.00

(7) Miscellaneous Fees:

- a. Certificate of Occupancy and/or Certificate of Completion\$50.00
- b. Letters of Determination (e.g., flood, building, etc.)\$50.00
- c. Change of contractor (all trades)\$50.00
- d. Change of use or occupancy.....\$50.00
- e. Demolition of structure:
 - i. Demolition base fee (up to 5,000 sq \$100.00
 - ii. Structures over 5,000 sq. ft \$250.00
- 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. Permit fee for applications performed by an outside entity:
The permit fee for an application when the Building Official has approved the request of the applicant to have an outside entity, contracted by the applicant, perform the required inspections shall be:
 - i. Fee per sq. ft. of the proposed structure \$1.00
 - ii. Minimum fee, (plus any applicable fees)\$50.00
- k. Red tags and/or failed inspection(s) (*per tag/inspection*) \$50.00
- l. Replacement of placard card (*per placard card*) \$25.00
- m. Special consultation with Building Official (*as needed; by request*) \$100.00
- n. FEMA or damage pre-permit inspection, Fire or Structural (*Includes Trades*)..... \$100.00
- o. Building Code, Life & Health Safety inspection \$100.00
- p. After hours inspection (*beyond normal business hours*) \$250.00
- q. Stop-work order (*per order*) \$50.00
- r. Temporary power pole.....\$50.00
- s. Tent permit\$25.00
- t. Tree removal permit\$50.00
- u. Well/Test boring application..... \$100.00
- v. Each additional boring on same site \$20.00
- w. Building Safety/Milestone Report Review Fee \$250.00

(8) "After the Fact" permit fee:

- a. Shall be **(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 **(10)** times the normal fees.

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

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

discretion of the Building Official. An appropriate related fee shall be set by the Building Official for such miscellaneous permit.

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

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

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

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

U. Impact Fee Schedule

Impact fees were adopted beginning on April 1, 2022, and impact fees are updated annually beginning October 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
by the BOCC by resolution.

The Fourth of July
Additional event days as authorized

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*..... \$4.00/hr

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

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

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

(2) Recycling service fees (Commercial)

- a. Condominium properties shall be billed based on direct costs incurred by the City to provide recycling service through its contractual service provider.

(3) Billing.

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

(4) Owner's liability.

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

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

(Code 1983, §19-511)

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

B. Stormwater Utility Management

(1) Created.

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

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

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

(2) Schedule of Rates

(Res. 05.20, 09/14/2005)

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

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

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

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

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

****Fractional remainders***

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

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

- (3) The minimum fee for developed property, whether residential or nonresidential, within the city is equal to the rate of one EDU subject to reduction as set forth in subsection (4) of this section.
 - (4) On-site stormwater quality management facilities reduction shall be allowed and calculated as follows:
 - i. In order to encourage the improvement of the quality of stormwater runoff, a reduction in the stormwater management utility fee is authorized for those developed properties which are addressed by a stormwater management facility designed and constructed for the purpose of stormwater pollution reduction.
 - ii. A reduction in fee is allowed for a particular developed property only if the stormwater runoff from the property is treated by a stormwater management facility that has been designed, constructed, and is maintained properly for the purpose of stormwater pollution reduction and adheres to the drainage requirements of the ten-year frequency, 60-minute storm event. If it is determined by the Director of Community Services that the stormwater management facility has not been, nor is currently being, properly maintained as designed, the Director of Community Services may disallow the on-site stormwater management facility credit.
 - iii. Specific stormwater treatment facilities that qualify for this reduction include, but are not limited to, retention or filtration ponds; front, rear, and side lot swales; mechanical treatment or separation facilities; or extensive improvement in the amount of pervious surfaces by the use of turf-block for parking areas, driveways, patios and sidewalks.
 - iv. For applicable properties, the fee shall be reduced by 25 percent. The reduced fee will, therefore, be calculated as the fee determined in this subsection multiplied by the factor of 0.75 (Fee X0.75).
- (3) Billing, Collecting, Delinquency, and Penalty
- a. Bills for stormwater service shall be rendered bimonthly by the county water system as agent for the city. The fixed monthly charge shall be payable in advance.
 - b. If any bill shall not be paid within seven days after the date it has been declared delinquent, water service to the premises shall be disconnected until such delinquent account is paid in full, including all applicable disconnection and reconnection charges.
 - c. Statements for the stormwater management utility fee shall be payable at the same time and in the same manner and subject to the same penalties as they are otherwise set forth for other utility fees administered by the city. The property owner or fee payer will be

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

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

(4) Adjustments of fees.

(Code 1983, §19-512)

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

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

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

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

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

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Memorandum

Meeting Details: September 30, 2024

Prepared For: Hon. Mayor Brooks & Board of Commissioners

Staff Contact: Andrew Laflin, Finance Director

Subject: FY 2024 Audit Engagement Letter

Background

In fiscal year 2020, the City completed a Request for Proposals (RFP) process and selected the audit firm James Moore & Co. to perform auditing services for the City for fiscal years 2020, 2021, and 2022. According to the contract, upon completion of the engagement for the fiscal year 2022 audit, a new engagement can be entered into for two additional one-year periods, at the option of both parties. James Moore & Co. has provided the City with an engagement letter to perform the FY 2024 audit.

Fiscal Impact

The fees for the audit of the financial statements and related services, including expenses, are as follows:

Audit Fee - \$47,500
Preparation of Financial Statements - \$4,750
Single Audit Fee (Per Major Program) - \$3,750

Recommendation(s)

Staff recommends execution of the FY 2024 engagement letter with James Moore & Co.

Attachments

- FY 2024 Audit Engagement Letter from James Moore & Co.

September 25, 2024

To the Honorable Mayor and Board of Commissioners,
City of Madeira Beach, Florida:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Madeira Beach, Florida (the City) as of September 30, 2024, and for the years then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, if applicable, we will audit the City's compliance over major federal award programs and major state projects for the year ended September 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs and major state projects.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the City complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Pension and OPEB schedules (as applicable)

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1. Nonmajor fund combining schedules
2. Budgetary comparison schedules
3. Schedule of revenues and expenditures – Emergency Medical Services
4. Schedule of expenditures of federal awards and state financial assistance (if applicable)

Also, the document we submit to you will include the following other additional information which will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory section
2. Statistical section

Data Collection Form

If applicable, prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility, if the Data Collection Form is applicable. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form, if applicable, is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America (if applicable); the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable); Section 215.97, Florida Statutes, *Florida Single Audit Act* (if applicable), and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General (if applicable). As part of an audit of financial statements in accordance with GAAS, and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit

evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

Reporting on Key Audit Matters

Management has not requested that we communicate key audit matters in our auditors' report for this fiscal year.

Significant Risks Identified

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our final communication of significant risks identified will take place upon completion of our audit.

Audit(s) of Major Program and/or Major Project Compliance

If applicable, our audit(s) of the City's major federal award program(s) and/or state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs and/or projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and/or major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the federal programs as a whole.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major state projects, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the state projects as a whole.

Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects, and performing such other procedures as we consider necessary in the circumstances. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. Our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

As part of a compliance audit in accordance with GAAS, and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs and/or major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received;

4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance (if applicable) and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements (if applicable);
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the City is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the City complies with federal laws and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the City and others from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;

City of Madeira Beach, Florida
 September 25, 2024
 Page 7

21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
24. For identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants.
25. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Additional Examination Engagements

You have requested that we examine the City's compliance for the fiscal year ended September 30, 2024, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*
- Section 288.8018, Florida Statutes, *Gulf Coast Audits* (if applicable)

We are pleased to confirm our acceptance and our understanding of this direct examination engagement by means of this letter. Our examination will be conducted with the objective of obtaining reasonable assurance by evaluating whether the City complied in all material respects with the Statutes and performing other procedures to obtain sufficient appropriate evidence to express an opinion in a written practitioner's report that conveys the results of our evaluation.

Practitioner Responsibilities

We will conduct our examination in accordance with the attestation standards established by the AICPA. An examination involves performing procedures to obtain attest evidence about whether the City complied with the Statutes, in all material respects. An examination involves performing procedures to obtain evidence about the City's compliance with the Statutes. The nature, timing, and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of the underlying subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the underlying subject matter or subject matter information, internal control deficiencies that comes to our attention, unless clearly inconsequential.

Management Responsibilities

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For ensuring the City complies with the Statutes;
2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of or noncompliance with the Statutes, due to fraud or error;
3. For selecting the criteria for the evaluation of the City's compliance with the Statutes;
4. Determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of the engagement; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
 - b. Additional information that we may request from management for the purpose of the examination; and
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

Reporting

We will issue a written report upon completion of our examination of the City's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Nonattest Services

We will perform the following nonattest services: preparation of financial statements, preparation of schedule of expenditures of federal awards and state financial assistance and data collection form (if applicable). With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities. The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Andrew Laflin) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the City with regard to different matters, but the City must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

City of Madeira Beach, Florida
September 25, 2024
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Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors’ report to the date the financial statements are issued.

Zach Chalifour is the service leader for the audit services specified in this letter. The service leader’s responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

<u>Year Ending September 30,</u>	<u>Audit Fee</u>	<u>Preparation of Financial Statements</u>	<u>Single Audit Fee (per major program)</u>
2024	\$47,500	\$4,750	\$3,750

We anticipate the following timeline for this engagement:

Interim fieldwork	November 2024
Final fieldwork	February 2025
Delivery of final audited financial statements	No later than March 31, 2025

Payments shall be due in accordance with Section 218.70, Florida Statutes, *Local Government Prompt Payment Act*.

This engagement may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days’ notice of their intention to terminate the engagement. Upon completion of this engagement with the audit for the year ended September 30, 2024, a new engagement can be entered into for an additional one-year period, at the option of both parties. Any such engagements will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the City’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;

City of Madeira Beach, Florida
 September 25, 2024
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- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

In the normal course of business, we use the services of third-parties and individual contractors, which are not employees of James Moore & Co., P.L. Those services are performed at various levels and in various aspects our engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement we may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require us to handle confidential information and we expect third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Your acceptance of this arrangement acknowledges and accepts our handling of confidential information including access by third-party and individual service providers.

Public Records

While we will not and cannot perform hosting services for the City, and therefore do not expect to be in possession of any of the City's original records, with regard to any public records of the City in our possession, pursuant to section 119.0701, Florida Statutes, we shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agree to:

Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the engagement.

Upon request from the City's custodian of public records, provide copies to the City within a reasonable time and public access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

City of Madeira Beach, Florida
September 25, 2024
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We will meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in our possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records will be returned to the City in their original form.

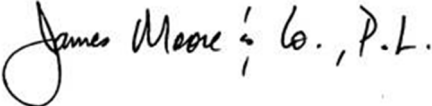
IF THE CONTRACTOR (JAMES MOORE & CO., P.L.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-391-9951, cvanblargan@madeirabeachfl.gov, 300 Municipal Drive, Madeira Beach, FL 33708.

All notices and communications required under this proposal shall be in writing and shall be deemed to have been duly given when delivered personally or by registered or certified mail to the following persons:

For the City: Robin Gomez, City Manager
300 Municipal Drive
Madeira Beach, FL 33708

For James Moore & Co., P.L.: Zach Chalifour
121 Executive Circle
Daytona Beach, FL 32114

We appreciate the opportunity to be of service to the City of Madeira Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the City of Madeira Beach, Florida.

By _____

Title _____

Date _____



Memorandum

Meeting Details: September 30, 2024

Prepared For: Hon. Mayor Brooks & Board of Commissioners

Staff Contact: Andrew Laflin, Finance Director

Subject: Amendments to Aclarian Consulting and Software Agreements

Background

Aclarian has provided outsourced Finance Director services for the City since July 2020. Aclarian’s contractual services agreement expires at the end of fiscal year 2024 and continues on a month-to-month basis unless terminated by either party with thirty (30) days written notice or extended by a separate agreement. Aclarian has also provided a modern, web-based Enterprise Resource Planning (ERP) software solution to the City, and the City and Aclarian entered into a software license agreement in March 2022.

The amendment to the Aclarian consultant agreement will extend through fiscal year 2025 at a fixed fee of \$8,200 per month. Aclarian will continue to appoint Andrew Laflin to be responsible for assuming the duties of the Director of Finance and City Treasurer, as described in Article V, Section 5.5, of the City’s Charter. Mr. Laflin has assumed this position since the inception of Aclarian’s services to the City in June 2020.

The amendment to the Aclarian software license agreement will revise the subscription fee structure to a fixed cost of \$38,000 annually instead of a per user fee of \$55 monthly.

Fiscal Impact

The Consultant Agreement stipulates a fixed monthly fee of \$8,200 per month for Finance Director services, which equates to \$98,400. This is a 5.1% increase from the prior year’s annual cost of \$93,600. Alternatively, the City’s annual cost to hire a full time, including payroll taxes and benefits, could range between \$140,000 and \$160,000 annually.

Currently, the number of users of the Aclarian ERP software could range between 40 and 50 users, which translates to approximately \$28,000 to \$35,000 annually, including additional fees for web applications used, depending on number of users. The amendment to the software license agreement provides for a more simplified fee structure that allows for an unlimited number of users.

Recommendation(s)

Staff recommends approval of the Amendments to the Aclarian Consulting and Software Agreements as presented.

Attachments

- Amendment to Aclarian Consulting Agreement
- Amendment to Aclarian Software Agreement

FIRST AMENDMENT TO ACLARIAN SOFTWARE LICENSE AGREEMENT

THIS FIRST AMENDMENT TO ACLARIAN SOFTWARE LICENSE AGREEMENT (“First Amendment”) is entered into between the **City of Madeira Beach**, (“City”) and **Aclarian LLC** (“Aclarian” whose address is 4240 W. Morrison Ave., Tampa, FL 33629 (collectively, the “Parties”), on the date that the last of the Parties executes this First Amendment (“Effective Date”):

WHEREAS, the Parties entered into an Aclarian Software License Agreement (“Agreement”) effective March 1, 2022, and automatically renews on the one-year anniversary of the effective date (the “Agreement”); and

WHEREAS, the Parties wish to modify the terms of the Agreement to modify the subscription fees within Exhibit A of the Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein the Parties mutually agree that:

1. The subscription fees for Standard User Access shall change from \$55 per user per month to a fixed subscription fee of \$38,000 annually for an unlimited number of users.
2. Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed by the City and Aclarian, and each, by the execution of this First Amendment, hereby signifies their intent to be bound thereby.
3. This Amendment may be signed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed and effective on the Effective Date.

Aclarian LLC

City of Madeira Beach, Florida

By: _____
ANDREW LAFLIN, PRESIDENT *[Signature]*

By: _____
ROBIN GOMEZ, CITY MANAGER *[Signature]*

DATE

DATE

ATTEST:

Clara VanBlargan, City Clerk

FIRST AMENDMENT TO CONSULTANT AGREEMENT

THIS FIRST AMENDMENT TO CONSULTANT AGREEMENT ("First Amendment") is entered into between the **City of Madeira Beach**, ("City") and **Aclarian LLC** ("Aclarian" whose address is 4240 W. Morrison Ave., Tampa, FL 33629 (collectively, the "Parties"), on the date that the last of the Parties executes this First Amendment ("Effective Date"):

WHEREAS, the Parties entered into a Consultant Agreement dated November 13, 2023, and effective for an initial term ending on September 30, 2024 ("Agreement"); and

WHEREAS, the Parties wish to modify the terms of the Agreement and renew it for an additional 1-year term;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein the Parties mutually agree that:

1. The term of the Agreement is extended for 1 year, to expire on September 30, 2025.
2. The fixed monthly amount of compensation to be paid to Aclarian will be increased from \$7,800.00 to \$8,200.00.
3. Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed by the City and Aclarian, and each, by the execution of this First Amendment, hereby signifies their intent to be bound thereby.
4. This Amendment may be signed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed and effective on the Effective Date.

Aclarian LLC

City of Madeira Beach, Florida

ANDREW LAFLIN, PRESIDENT *[Signature]*

ROBIN GOMEZ, CITY MANAGER *[Signature]*

 DATE

 DATE

ATTEST:

 Clara VanBlargan, City Clerk



Memorandum

Meeting Details: November 13, 2024

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Park Street Antique Center Lease for Public Works

Background

The purpose of this lease renewal is to maintain the city public works garage at 5000 94th St. St. Petersburg FL 33708. This request is to extend the existing lease for the 2nd amendment term listed in the original lease. This space is approx. 6000 SF and is the facility where we service the fire engines, garbage trucks, city vehicles and all other city equipment and the facility where we store all the garbage trucks off the island. Public Works also stores various equipment and materials onsite that are not used daily. The original lease was entered into on June 25, 2013, and has been extended until the city is able to design and build a new facility to house the mechanic and equipment stored in the building.

Fiscal Impact

Rent is \$3,200 per month and split between Public Works, Sanitation, and Stormwater funds.

Recommendation(s)

Staff recommend approval of the first amendment to the from FY24 lease agreement for the amount of \$3,200 per month.

Attachments

-Park Street Lease Agreement

LEASE

BETWEEN

PARK STREET ANTIQUES CENTER, INC.
("LANDLORD")

AND

CITY OF MADEIRA BEACH
("TENANT")

LEASE

THIS LEASE is entered into by and between PARK STREET ANTIQUES CENTER, INC., a Florida corporation (“LANDLORD”) and CITY OF MADEIRA BEACH, a Florida Municipal Corporation (“TENANT”) and is to be effective as of the date of the signature of the party last below dated (the “Effective Date”).

ARTICLE 1 - GRANT OF TERM

1.1 **LEASED PREMISES.** In consideration of the rents, covenants, and agreements herein set forth, LANDLORD hereby leases to TENANT and TENANT hereby rents from LANDLORD that certain premises, the street address of which is 5050 94th Street, St. Petersburg, Florida 33708, containing approximately 6000 square feet (the “Premises”), together with all easements, rights and privileges appurtenant thereto.

1.2 **TERM.** The term hereof shall be for one (1) year commencing on October 1, 2023, at which time the TENANT shall be given exclusive possession of the Premises, ("Commencement Date") and ending on September 30, 2024, with four (4) One (1) year renewal Options. TENANT shall notify LANDLORD in writing two months prior to the end of each year’s Lease that TENANT intends to exercise the Option to renew the Lease for one year. It is understood and agreed that LANDLORD shall give the TENANT access to the Premises for purposes of investigation and planning immediately upon the mutual execution of this Lease Agreement.

ARTICLE 2 - RENT

2.1 **RENT PAYMENT. PRORATION AND SALES TAXES.** All rental payments due hereunder shall be paid without notice or demand, and without abatement, deduction or set off for any reason unless specifically provided herein. Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly rent installment based on the number of days in such period and the number of days in the month in question. Rent shall be payable in lawful money of the United States to LANDLORD at the address stated herein or to such other persons or at such other places as LANDLORD may designate in writing. In addition, TENANT shall pay to LANDLORD all sales and use taxes imposed by the State of Florida or any other governmental authority from time to time, upon said rent and any other charges hereunder upon which sales and use taxes are imposed.

2.2 **NO WAIVER.** The acceptance by the LANDLORD of monies from the TENANT as rent or other sums due shall not be an admission of the accuracy or the sufficiency of the amount of such rent or other sums due nor shall it be deemed a waiver by LANDLORD of any right or claim to additional or further rent or other sums due.

2.3 **SECURITY DEPOSIT.** Upon signing of the Lease, TENANT shall pay a security deposit of \$-0-. This security deposit will be refunded thirty days after the end of the final Lease Term after the Premises has been inspected by LANDLORD for damage.

2.4 **MONTHLY RENT AMOUNTS.** TENANT shall pay to LANDLORD as rent for the Premises during the term hereof monthly payments of net rent, in advance, on or before the First day of each month, in accordance with the following schedule.

Year	Payment Amount
2023/2024	\$3,100.00/month
2024/2025	\$3,200.00/month
2025/2026	\$3,300.00/month
2026/2027	\$3,340.00/month

ARTICLE 3 - UTILITIES

3.1 **INSTALLATION.** TENANT shall contract in its own name for all electric and telephone service, and all other utilities furnished to the Premises. TENANT will be responsible for their use of water each month which will be calculated by deducting the average LANDLORD monthly usage (approximately \$300 - \$350 per month) from the water bill and TENANT will be responsible for the balance.

3.2 **PAYMENT.** TENANT shall promptly pay for all heat, electricity, gas, telephone, garbage collection, water and sewer charges, and all other utilities and services consumed in connection with the premises, together with any taxes thereon. If charges to be paid by TENANT hereunder are not paid when due and LANDLORD elects to pay same, interest shall accrue thereon from the date paid by LANDLORD and shall bear interest at the maximum rate then allowed by law (the "Default Rate"), and such charges and interest shall be added to the subsequent month's rent and shall be collectible from TENANT in the same manner as rent. LANDLORD shall not be liable for damage to TENANT'S business and/or inventory or for any other claim by TENANT resulting from an interruption in utility services.

ARTICLE 4 - CONDUCT OF BUSINESS BY TENANT

4.1 **USE OF LEASED PREMISES.** The Premises shall be used and occupied by TENANT for the purpose of storing city garbage trucks, city vehicles and equipment related to TENANT’S business (the "Permitted Use") and ~~for no other purpose for the services provided by the city mechanic to repair and maintain the cities fleet.~~ Without limiting the foregoing, TENANT shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant at the premises, shall tend to disturb or interfere with the rights of such other tenants. TENANT may not change its operating format on the Premises without the prior written consent of the LANDLORD. TENANT shall keep the Premises neat, clean, sanitary and reasonably free from dirt, rubbish, insects and pests at all times. TENANT shall not operate an incinerator or burn trash or garbage within the Premises.

4.2 **COMPLIANCE WITH LAW AND RESTRICTIONS.** TENANT shall, at TENANT'S expense, execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city government, and of any and all of their

departments and bureaus, applicable to the Premises, as well as all covenants and restrictions of record, and other requirements in effect during the term or any part thereof, which regulate the use by TENANT of the Premises.

4.3 **CONDITION OF PROPERTY: LETTER OF ACCEPTANCE.** The Premises is being Leased in its "AS-IS" condition. By taking possession of the Premises, TENANT shall be deemed to have accepted the Premises, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, as suitable for TENANTS intended purposes, and in compliance with all terms and provisions hereof. TENANT acknowledges that neither LANDLORD nor LANDLORD'S agent has made any representation or warranty as to the present or future suitability of the Premises for the conduct of TENANT'S business. Within ten (10) days after request of LANDLORD, TENANT agrees to give LANDLORD a letter certifying that the TENANT has accepted delivery of the Premises, and the condition of the Premises complies with LANDLORD'S covenants and obligations hereunder.

ARTICLE 5 - LIENS

TENANT shall have no power to subject LANDLORD’S interest in the Premises to construction or materialmen’s liens of any kind. The existence of any such lien, which lien is not discharged by TENANT, or bonded off within thirty (30) days, shall be a material breach of this Lease. All contracts for work on the Premises performed on behalf of TENANT must contain a waiver of lien by TENANT’S contractor against the LANDLORD’S interest in the Premises. All persons performing work, labor or supplying materials at the Premises on behalf of TENANT shall look solely to the interest of the TENANT and not to that of the LANDLORD for payment and for any legal fees and court costs. LANDLORD shall have the right, but not the obligation, to discharge or transfer to bond any lien filed against the Premises by the TENANT’S contractor that has not been discharged or transferred to bond within thirty (30) days from the filing thereof and any reasonable cost or expense, including reasonable attorney’s fees, incurred by LANDLORD as a result thereof shall immediately be due and payable and if not paid by TENANT with fifteen (15) days shall constitute a default under this Lease.

ARTICLE 6 - MAINTENANCE OF LEASED PREMISES

6.1 **MAINTENANCE.** LANDLORD shall, at LANDLORD'S sole cost and expense, maintain the Premises and all components thereof throughout the lease term, in good, safe and clean order, condition and repair, including without limitation the building interior and exterior, roof, all plumbing, heating, air conditioning, ventilating, and electrical facilities and all components thereof. If LANDLORD fails to perform its obligations under this Article or under any other article hereof, TENANT may at its option terminate this Lease.

6.2 **LANDLORD’S RESPONSIBILITY.** The LANDLORD shall only be responsible for the integrity of the building structure, and any other requirements as governed by Florida or Federal Law.

6.3 **BUILDING SERVICES.** TENANT shall be responsible for all costs and deposits associated with any service of any nature whatsoever relating to the use and operation of the Premises.

6.4 **PLATE GLASS.** TENANT shall maintain all plate glass, if any, within or on the perimeter of the Premises.

6.5 **CONDITION OF PREMISES UPON TERMINATION OF LEASE.** On the last day of the term hereof, or on any sooner termination, TENANT shall surrender the Premises to LANDLORD in the same condition as received, ordinary wear and tear excepted, clean and free of debris. TENANT'S machinery, furniture, fixtures and equipment may be removed by TENANT upon expiration of the lease term. TENANT shall repair any damage to the Premises caused by the installation or removal of its trade fixtures, furnishings and equipment. Upon termination of this Lease for any cause whatsoever, if TENANT fails to remove its effects, they shall be deemed abandoned, and LANDLORD may, at its option, remove the same in any manner that the LANDLORD shall choose, store them without liability to the TENANT for loss thereof, and the TENANT agrees to pay the LANDLORD on demand any and all expenses incurred in such removal, including court costs, attorney's fees and storage charges for any length of time the same shall be in the LANDLORD'S possession, or the LANDLORD may, at its option, without notice, sell said effects or any part of the same at a private sale and without legal process for such price as the LANDLORD may obtain, and apply the proceeds of such sale upon the amounts due under this Lease from the TENANT to LANDLORD and upon the expenses incident to the removal and sale of said effects. TENANT shall deliver all keys and combinations to locks within the Premises to LANDLORD upon termination of this Lease for any reason. TENANT'S obligations to perform under this provision shall survive the end of the lease term.

ARTICLE 7-ALTERATIONS AND ADDITIONS

7.1 **LANDLORD'S CONSENT REQUIRED.** TENANT shall not, without LANDLORD'S prior written consent, make any alterations, improvements, or additions in, on, or to the Premises. Further, any contractor or person making any alterations, improvements, additions or utility installations in, on, or to the Premises must first be approved in writing by LANDLORD. LANDLORD, at its option, may require TENANT to provide LANDLORD, at TENANT'S sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure LANDLORD against any liability for construction liens and to insure completion of the work. LANDLORD may require that TENANT remove any or all of said alterations, improvements, or additions at the expiration of the term, and restore the Premises to its prior condition. Should TENANT make any alterations, improvements, or additions without the prior approval of LANDLORD, in addition to all other remedies of LANDLORD for TENANT'S breach, LANDLORD may require that TENANT remove any or all of the same.

7.2 **PERMITS AND PLANS.** Any alteration, improvement, addition or utility installation in or to the Premises that TENANT shall desire to make shall be presented to LANDLORD for approval in written form, with proposed detailed plans. If LANDLORD shall give its consent, the consent shall be deemed conditioned upon TENANT acquiring all necessary permits to do the work from appropriate governmental agencies, the furnishing of a copy thereof to LANDLORD prior to the commencement of the work, the compliance by TENANT with all

conditions of said permits in a prompt and expeditious manner, and, if applicable, TENANT'S conducting its work so as not to interfere with any other TENANTS of the building in which the Premises is located.

7.3 **HOLD HARMLESS.** TENANT shall pay, when due, all claims for labor or materials furnished for TENANT, at or for use in the Premises, which claims are or may be secured by any construction lien against the Premises or any interest therein.

7.4 **PROPERTY OF LANDLORD.** Unless LANDLORD requires their removal, all alterations, improvements, or additions made on the Premises shall become the property of LANDLORD and remain upon and be surrendered with the Premises at the expiration of the lease term without compensation to TENANT.

7.5 **LANDLORD'S INTEREST NOT SUBJECT TO LIENS.** As provided in §713.10, Florida Statutes, the interest of LANDLORD shall not be subject to liens for improvements made by TENANT, and TENANT shall notify any contractor making such improvements of this provision. An appropriate notice of this provision may be recorded by LANDLORD in the Public Records of Pinellas County, Florida, in accordance with said statute, without TENANT'S joinder.

ARTICLE 8 –INDEMNITY

8.1 **INDEMNITY.** TENANT shall indemnify and hold harmless LANDLORD from and against any and all injury, expenses, damages and claims arising from TENANT'S use of the premises, whether due to damage to the premises, claims for injury to the person or property of any other TENANT of the building (if applicable) or any other person rightfully in or about the premises, from the conduct of TENANT's business or from any activity, work or things done, permitted or suffered by TENANT or its agents, servants, employees, licenses, customers, or invitees in or about the premises or elsewhere or consequent upon or arising from TENANTS's failure to comply with applicable laws, statues, ordinances or regulations, and TENANT shall further indemnify and hold harmless LANDLORD from and against any and all such claims and from and against all costs, attorney's fees, expenses and liabilities incurred in the investigation, handling or defense of any such claim or any action or proceeding brought in connection therewith by a third person or any governmental authority: and in case any action or proceeding is brought against LANDLORD by reason of any such claim, TENANT upon notice from LANDLORD shall defend the same at TENANT's expense by counsel satisfactory to LANDLORD. This indemnity shall not require payment as a condition precedent to recovery.

8.2 **EXEMPTION OF LANDLORD FROM LIABILITY.** TENANT hereby agrees that LANDLORD shall not be liable for injury to TENANT's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of TENANT, TENANT's employees, invitees, customers, or any other person in or about the premises, whether such damage or injury is cause by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or there defects of pipes, sprinklers, wire, appliances, plumbing, air conditions or light fixtures, or from any other cause, whether the said damage or injury results from latent defects or there conditions arising upon the premises or upon other portions of the building(s) of which the premises is a part, or from other sources or places regardless of whether the cause of such damage or injury or the means of repairing the

same is inaccessible to TENANT. LANDLORD shall not be liable for any damages arising from any act or neglect of any other TENANT of the building in which the premises is located.

ARTICLE 9 - ASSIGNMENT AND SUBLETTING

9.1 **LANDLORD'S CONSENT REQUIRED.** TENANT shall not voluntarily or by operation of law assign, mortgage, sublet, or otherwise transfer or encumber all or any part of TENANT'S interest in this Lease or in the Premises or TENANT'S possession thereof without LANDLORD'S prior written consent. Any attempted assignment, transfer, mortgage, encumbrance or subletting without LANDLORD'S consent shall be void, and shall constitute a breach hereof. No term or provision contained elsewhere herein shall be deemed to limit LANDLORD'S absolute right to withhold consent to any proposed transfer or encumbrance of TENANT'S interest in LANDLORD'S absolute discretion and for any reason whatsoever. If TENANT desires to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify LANDLORD of its desire to do so and shall submit in writing to LANDLORD; (i) the name of the proposed assignee or subtenant; (ii) the nature of the proposed assignee's or subtenant's business to be conducted on the Premises; (iii) the terms of the proposed assignment or sublease; and (iv) such financial information as LANDLORD may reasonably request concerning the proposed assignee or subtenant.

9.2 **NO RELEASE OR WAIVER.** Regardless of LANDLORD'S consent, no subletting or assignment shall release TENANT from TENANT'S obligation or alter the primary liability of TENANT to pay the rent and to perform all other obligations to be performed by TENANT hereunder. The acceptance of rent by LANDLORD from any other person shall not be deemed to be a waiver by LANDLORD of any provision hereof Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of TENANT or any successor of TENANT in the performance of any of the terms hereof, LANDLORD may proceed directly against TENANT without the necessity of exhausting remedies against said assignee. LANDLORD may consent to subsequent assignments or subletting hereof or amendments or modifications to this Lease with assignees of TENANT, without notifying TENANT, or any successor of TENANT, and without obtaining its or their consent thereto and such action shall not relieve TENANT of liability hereunder.

9.3 **EFFECT OF TRANSFER.** The voluntary or other surrender hereof by TENANT or a mutual cancellation hereof shall not work a merger of the interests of the parties hereunder and shall at the option of LANDLORD terminate any or all subleases or sub tenancies or shall operate as an assignment to LANDLORD of such subleases or sub tenancies. If TENANT is a corporation, unincorporated association or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership in the aggregate in excess of twenty-five percent (25%) or resulting in a change in management control shall be deemed an assignment within the meaning and provisions elsewhere herein provided.

9.4 **ATTORNEY'S FEES.** In the event TENANT shall assign or sublet the Premises or request the consent of LANDLORD to any assignment or subletting or if TENANT shall request the consent of LANDLORD for any act TENANT proposes to do, then TENANT shall pay LANDLORD'S reasonable attorney's fees and costs incurred in connection with each such request. Further, in connection with any action taken by LANDLORD to enforce the terms,

provisions and conditions of this lease, LANDLORD shall be entitled to recover any cost incurred relating to such action, including its reasonable attorneys fees.

9.5 **RIGHT OF RECAPTURE.** At any time within thirty (30) days after LANDLORD'S receipt of the proposed notice of sublease or assignment request as hereinabove provided, LANDLORD may by written notice to TENANT elect to sublease the Premises or the portion thereof proposed to be subleased by TENANT, or to take an assignment of TENANT'S estate hereunder or such part thereof as shall be specified in said notice, on the same terms and conditions as those contained in said notice.

9.6 **ASSUMPTION AGREEMENT.** Any assignee of TENANT shall assume TENANT'S obligations hereunder and deliver to LANDLORD an assumption agreement in a form reasonably satisfactory to LANDLORD no less than ten (10) days after the effective date of the proposed assignment.

ARTICLE 10 – DEFAULT

10.1 **DEFAULT OF TENANT.** The occurrence of any one or more of the following events shall constitute a material default or breach hereof by the TENANT. TENANT shall be deemed in default of its obligations under this Lease upon the occurrence of any one or more of the following:

- (a) The vacating or abandonment of the Premises by TENANT;
- (b) TENANT'S failure to make any payment of Rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of fifteen (15) days after written notice thereof from LANDLORD to TENANT. In the event that LANDLORD serves TENANT with a notice to pay rent or vacate pursuant to applicable unlawful detainer or other statutes, such notice shall also constitute the notice required by this subsection;
- (c) TENANT'S continued failure to perform any other covenant, promise, or obligation of this Lease for a period of more than thirty (30) days after written notice thereof by LANDLORD to TENANT, except that this thirty (30) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said thirty (30) day period and TENANT proceeds to diligently cure the default;
- (d) TENANT becomes a "debtor" as defined under the Federal Bankruptcy Code or any successor statute thereto or any other statute affording debtor relief, whether state or federal, (unless, in the case of a petition filed against TENANT, the same is dismissed within thirty (30) days), or admits in writing its present or prospective insolvency or inability to pay its debts as they mature, or is unable to or does not pay a material portion (in numbers or dollar amount) of its debts as they mature;
- (e) The appointment of a trustee or receiver to take possession of all or a substantial portion of TENANT'S assets located at the Premises or of TENANT'S interest in this Lease;
- (f) The attachment, execution or other judicial seizure of all or a substantial portion of TENANT'S assets located at the Premises or of TENANT'S interest in the Lease;

(g) The entry of a judgment against TENANT which affects TENANT'S ability to conduct its business in the ordinary course; provided, however, to the extent that any provision of this subsection is contrary to any applicable law, such provision shall be of no force or effect to such extent only;

(h) The sale of TENANT'S interest under this Lease by execution or other legal process;

(i) TENANT'S making of any general arrangement or assignment of this Lease for the benefit of creditors;

(j) Any sale, transfer, assignment, subleasing, concession, license, or other disposition prohibited elsewhere herein;

(k) TENANT shall do or permit to be done anything that creates a lien upon the Premises and shall fail to obtain the release or any such lien or bond or of any such lien as required herein.

(l) The discovery by LANDLORD that any financial statement, warranty, representation or other information given to LANDLORD by TENANT, any assignee of TENANT, any subtenant of Tenant, any successor in interest of TENANT or any guarantor of TENANT'S obligation hereunder, in connection with this Lease, was materially false or misleading when furnished; or

(m) The failure by TENANT, at any time throughout the term of this Lease, to make Rent payments, when due, on three (3) or more separate occasions during any twelve (12) month period, regardless of whether or not such prior defaults have been cured.

10.2 LANDLORD'S REMEDIES. In the event of any default or breach hereof by TENANT, LANDLORD may (but shall not be obligated) at any time thereafter, with or without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

(a) Terminate TENANT'S right to possession of the Premises by any lawful means, in which case this Lease shall terminate, and TENANT shall immediately surrender possession of the Premises to LANDLORD. In such event LANDLORD shall be entitled to recover from TENANT all damages incurred by LANDLORD by reason of TENANT'S default, including accrued rent, accelerated rent through the end of the lease term, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, and reasonable attorney's fees;

(b) Reenter and take possession of the Premises and relet or attempt to relet same for TENANT'S account, holding TENANT liable in damages for all expenses incurred by LANDLORD in any such reletting and for any difference between the amount of rents received from such reletting and those due and payable under the terms hereof. In the event LANDLORD relets the Premises, LANDLORD shall have the right to lease the Premises or portions thereof for such periods of time and such rentals and for such use and upon such covenants and conditions as LANDLORD, in its sole discretion, may elect, and LANDLORD may make such repairs and improvements to the Premises as LANDLORD may deem necessary. LANDLORD shall be

entitled to bring such actions or proceedings for the recovery of any deficits due to LANDLORD as it may deem advisable, without being obliged to wait until the end of the term, and commencement or maintenance of any one or more actions shall not bar LANDLORD from bringing other or subsequent actions for further accruals, nor shall anything done by LANDLORD pursuant to this subsection limit or prohibit LANDLORD'S right at any time to pursue other remedies of LANDLORD hereunder;

(c) Declare all rents and charges due hereunder immediately due and payable, and thereupon all such rents and fixed charges to the end of the term shall thereupon be accelerated, and LANDLORD may, at once, take action to collect the same by distress or otherwise. In the event of acceleration of rents and other charges due hereunder which cannot be exactly determined as of the date of acceleration and/or judgment, the amount of said rent and charges shall be as determined by LANDLORD in a reasonable manner based on information such as previous fluctuations in the C.P.I. and the like;

(d) Perform any of TENANT'S obligations on behalf of TENANT in such manner as LANDLORD shall deem reasonable, including payment of any moneys necessary to perform such obligation or obtain legal advice, and all expenses incurred by LANDLORD in connection with the foregoing, as well as any other amounts necessary to compensate LANDLORD for all detriment caused by TENANT'S failure to perform which in the ordinary course would be likely to result therefrom, shall be immediately due and payable from TENANT to LANDLORD, with interest at the Default Rate; such performance by LANDLORD shall not cure the default of TENANT hereunder and LANDLORD may proceed to pursue any or all remedies available to LANDLORD on account of TENANT'S default; if necessary LANDLORD may enter upon the Premises after ten (10) days' prior written notice to TENANT, except in the case of emergency, in which case no notice shall be required, perform any of TENANT'S obligations of which TENANT is in default; and/or

(e) Pursue any other remedy now or hereafter available to LANDLORD under state or federal laws or judicial decisions. Unpaid installments of rent and other unpaid monetary obligations of TENANT under the terms hereof shall bear interest from the date due at the Default Rate.

10.3 **NO WAIVER.** No reentry or taking possession of the Premises by LANDLORD shall be construed as an election on its part to terminate this Lease, except a surrender of the Premises or release TENANT from any obligations hereunder, unless a written notice of such intention be given to TENANT. Notwithstanding any such reletting or reentry or taking possession, LANDLORD may at any time thereafter elect to terminate this Lease for a previous default Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LANDLORD hereunder or of any damages accruing to LANDLORD by reason of the violation of any of the terms, provisions and covenants herein contained. LANDLORD'S acceptance of rent or additional rent following any event of default hereunder shall not be construed as LANDLORD'S waiver of such event of default No waiver by LANDLORD of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other or subsequent violation or breach of any of the terms, provisions, and covenants herein contained.

Forbearance by LANDLORD to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other or subsequent violation or default. The loss or damage that LANDLORD may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by LANDLORD following possession. Should LANDLORD at any time terminate this Lease for any default, in addition to any other remedy LANDLORD may have, LANDLORD may recover from TENANT all damages LANDLORD may incur by reason of such default, including the cost of recovering the Premises and the loss of rent for the remainder of the Lease term. LANDLORD'S consent to or approval of any act shall not be deemed to render unnecessary the obtaining of LANDLORD'S consent to or approval of any subsequent act by TENANT. The delivery of keys to any employee or agent of LANDLORD shall not operate as a termination hereof or a surrender of the Premises.

10.4 **LATE CHARGES.** TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on LANDLORD by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD'S designee within five (5) days after such amount shall be due, then, without any requirement for notice to TENANT, TENANT shall pay to LANDLORD a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs LANDLORD will incur by reason of late payment by TENANT. Acceptance of such late charge by LANDLORD shall in no event constitute a waiver of TENANT'S default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of rent, then rent shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding any other provision hereof to the contrary. The parties agree that the payment of late charges and the payment of interest as provided elsewhere herein are distinct and separate from one another in that the payment of interest is to compensate LANDLORD for the use of LANDLORD'S money by TENANT and the payment of late charges is to compensate LANDLORD for administrative and other expenses incurred by LANDLORD.

10.5 **INTEREST ON PAST-DUE OBLIGATIONS.** Except as expressly herein provided, any amount due to LANDLORD not paid when due bears interest at the annual rate of 4.75% from the date due. Payment of such interest shall not excuse or cure any default by TENANT under this Lease, provided, however, that interest shall not be payable on late charges incurred by TENANT. Notwithstanding any other term or provision hereof, in no event shall the total of all amounts paid hereunder by TENANT and deemed to be interest exceed the amount permitted by applicable usury laws, and in the event of payment by TENANT of interest in excess of such permitted amount, the excess shall be applied towards damages incurred by LANDLORD or returned to TENANT, at LANDLORD'S option.

10.6 **DEFAULT BY LANDLORD.** LANDLORD shall not be in default unless LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but

in no event later than thirty (30) days after written notice by TENANT to LANDLORD specifying the obligation that LANDLORD has failed to perform; provided, however, that if the nature of LANDLORD'S obligation is such that more than thirty (30) days are required for performance, then LANDLORD shall not be in default if LANDLORD commences performance within such 30- day period and thereafter diligently prosecutes the same to completion. Notwithstanding any other provision hereof, LANDLORD shall not be in default hereunder for failure to perform any act required of LANDLORD where such failure is due to inability to perform on account of strike, laws, regulations or requirements of any governmental authority, or any other cause whatsoever beyond LANDLORD'S control, nor shall TENANT'S rent be abated by reason of such inability to perform.

ARTICLE 11 - ACCESS BY LANDLORD

LANDLORD and LANDLORD'S agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, posting notices of non-responsibility, showing the same to prospective purchasers, lenders, or tenants, performing any obligation of TENANT hereunder of which TENANT is in default, and making such alterations, repairs, improvements or additions to the Premises or to the building of which it is a part as LANDLORD may deem necessary or desirable, all without being deemed guilty of an eviction of TENANT and without abatement of rent, and LANDLORD may erect scaffolding and other necessary structures where reasonably required by the character of any work performed, provided that the business of TENANT shall be interfered with as little as reasonably practicable. TENANT hereby waives any claims for damages for any injury to or interference with TENANT'S business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, LANDLORD shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding TENANT'S vaults and safes, if any, and LANDLORD shall have the right to use any and all means which LANDLORD may deem proper to open said doors in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by LANDLORD by any of said means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of TENANT from the Premises or any portion thereof. No provision hereof shall be construed as obligating LANDLORD to perform any repairs, alterations or to take any action not otherwise expressly agreed to be performed or taken by LANDLORD. LANDLORD may, at any time, place on or about the Premises any ordinary "For Sale" signs and LANDLORD may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to TENANT.

ARTICLE 12 - TENANT'S PROPERTY

12.1 **PROPERTY.** TENANT shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the term of this Lease against personal property of any kind owned by or placed in, upon or about the Premises by TENANT.

12.2 **LOSS OR DAMAGE.** Except as provided herein, LANDLORD shall not be liable for any loss or damage to property of TENANT or of others located on the Premises, by theft or otherwise, unless such damage or loss is caused by the act or failure to act of LANDLORD.

LANDLORD shall not be liable for any claims arising from damage to property located in or on the Premises resulting from fire, explosion, gas or electrical malfunction, water damage or leakage, unless said damage results from the actions or failure to act of LANDLORD, its agents, employees or contractors (acting within the scope of their agency, employment or contract). LANDLORD shall not be liable to TENANT for any damages caused by other persons in the Premises, or by public or quasi-public work on adjacent property, unless such damage is caused by the act or failure to act of LANDLORD.

ARTICLE 13 - SURRENDER OF PREMISES, HOLDING OVER

13.1 **SURRENDER OF PREMISES.** Within thirty (30) days after the expiration of this Lease and all extensions and renewals hereof, TENANT shall surrender the Premises in the same condition as they existed upon the Commencement Date, reasonable wear and tear excepted, and shall surrender all keys for the Premises to LANDLORD.

13.2 **HOLDING OVER.** This Lease and the tenancy created shall cease and terminate at the end of the original term hereof, unless extended as provided herein, without the necessity of notice, and TENANT hereby waives notice and agrees that LANDLORD shall be entitled to summary recovery of the Premises.

If TENANT, with LANDLORD'S consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions hereof pertaining to the obligations of TENANT, but all options and rights of first refusal, if any, granted under the terms hereof shall be deemed terminated and be of no further effect during said month to month tenancy. If TENANT shall hold over without LANDLORD'S express written consent, TENANT shall become a tenant at sufferance and rental shall be due at the higher of (1) the then prevailing market rate as determined by LANDLORD in its absolute discretion, or (2) twice the rent payable immediately prior to the expiration of the term. The foregoing provisions shall not limit LANDLORD'S rights hereunder or provided by law in the event of TENANT'S default.

ARTICLE 14 - CONDEMNATION

If the Premises or any portion thereof is taken under the power of eminent domain or sold under the threat of the exercise of said power (either of which is herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than twenty percent (20%) of the floor area of Premises is taken by condemnation, either party may terminate this Lease by notice to the other, in writing, only within ten (10) days after LANDLORD shall have given TENANT written notice of such condemnation or pending condemnation (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession), such termination to take effect as of the date the condemning authority takes possession. If neither party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the total floor area of the Premises, and TENANT shall have no other rights or remedies as a result of such condemnation. Any award or payment made in connection with a condemnation shall be the property of LANDLORD, whether such award shall be made in settlement of contemplated condemnation proceedings or as compensation for diminution in value

of the leasehold or for the taking of the fee, or as severance or other damages; provided, however, that TENANT shall be entitled to any separate award made to TENANT which does not diminish LANDLORD'S award, such as for loss of or damage to TENANT'S trade fixtures and removable personal property and TENANT'S moving expenses. In the event that this Lease is not terminated by reason of such condemnation, LANDLORD shall, to the extent of severance damages received by LANDLORD in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that TENANT has been reimbursed therefor by the condemning authority. TENANT shall pay any amount in excess of such severance damages required to complete such repair. LANDLORD shall in no event be obligated to repair or replace any items other than those installed by or at the expense of LANDLORD.

ARTICLE 15 - DESTRUCTION OF PREMISES

15.1 DEFINITIONS.

(a) "Property Partial Damage" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is less than 50% of the fair market value of the Premises immediately prior to such damage or destruction, or if applicable, damage or destruction to the building of which the Premises is a part to the extent that the cost of repair is less than 50% of the fair market value of such building as a whole immediately prior to such damage or destruction.

(b) "Property Total Destruction" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is 50% or more of the fair market value of the Premises immediately prior to such damage or destruction, or if applicable, damage or destruction to the building of which the Premises is a part to the extent that the cost of repair is 50% or more of the fair market value of such building as a whole immediately prior to such damage or destruction.

(c) "Insured Loss" shall herein mean damage or destruction which was caused by an event required to be covered by the insurance as hereinabove provided.

15.2 **PROPERTY DAMAGE - INSURED LOSS.** Subject to the provisions set out elsewhere herein relating to damage near the end of the term hereof, if at any time during the term hereof there is damage which is an Insured Loss and which falls into the classification of Property Partial Damage, then LANDLORD shall, at LANDLORD'S sole cost, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. In no event shall LANDLORD be obligated to make any repairs or replacements of any items other than those installed by or at the expense of LANDLORD, or to repair any damage except to the extent proceeds of insurance are available for such purpose.

15.3 **PARTIAL DAMAGE - UNINSURED LOSS.** Subject to the provisions set out elsewhere herein relating to damage near the end of the term hereof, if at any time during the term hereof there is damage which is not an Insured Loss and which falls within the classification of Property Partial Damage, unless caused by a negligent or willful act of TENANT (in which event TENANT shall make the repairs at TENANT'S expense), LANDLORD may at LANDLORD'S option either (i) repair such damage as soon as reasonably possible at LANDLORD'S expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to TENANT within thirty (30) days after the date of the occurrence of such damage of LANDLORD'S intention to cancel and terminate this Lease, as of the date of the occurrence of

such damage. In the event LANDLORD elects to give such notice of LANDLORD'S intention to cancel and terminate this Lease, TENANT shall have the right within ten (10) days after the receipt of such notice to give written notice to LANDLORD of TENANT'S intention to repair such damage at TENANT'S expense, without reimbursement from LANDLORD, in which event this Lease shall continue in full force and effect, and TENANT shall proceed to make such repairs as soon as reasonably possible. If TENANT does not give such notice within such 10-day period, this Lease shall be canceled and terminated as of the date of the occurrence of such damage. In no event shall LANDLORD be obligated to make any repairs or replacements of any items other than those installed by or at the expense of LANDLORD.

15.4 **TOTAL DESTRUCTION.** If at any time during the term hereof there is damage, whether or not an Insured Loss, (including destruction required by any authorized public authority), which falls into the classification of Property Total Destruction or Property Building Total Destruction, this Lease shall automatically terminate as of the date of such damage, unless within ten (10) days after such damage occurs LANDLORD shall notify TENANT that LANDLORD shall repair such damage and shall thereafter repair the damage within a reasonable time.

15.5 **DAMAGE NEAR END OF TERM.**

If at any time during the last two (2) months of the term hereof there is damage, whether or not an Insured Loss, which falls within the classification of Property Partial Damage, LANDLORD may at LANDLORD'S option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to TENANT of LANDLORD'S election to do so within thirty (30) days after the date of occurrence of such damage.

15.6 **ABATEMENT OF RENT: TENANT'S REMEDIES.**

(a) In the event of damage described elsewhere herein which LANDLORD or TENANT repairs or restores, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which TENANT'S use of the Premises is impaired. Except for abatement of rent, if any, TENANT shall have no claim against LANDLORD for any damage suffered by reason of any such damage, destruction, repair or restoration.

(b) If LANDLORD shall be obligated to repair or restore the Premises under the provisions elsewhere herein provided and shall not commence such repair or restoration within ninety (90) days after such obligation shall accrue, TENANT may at TENANT'S option cancel and terminate this Lease by giving LANDLORD written notice of TENANT'S election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of such notice and TENANT shall have no other rights against LANDLORD.

15.7 **TERMINATION: ADVANCE PAYMENTS.** Upon termination hereof, an equitable adjustment shall be made concerning advance rent and any advance payments made by TENANT to LANDLORD. LANDLORD shall, in addition, return to TENANT so much of TENANT'S security deposit as has not theretofore been applied by LANDLORD.

15.8 **NON-LIABILITY.** LANDLORD shall not be liable for any inconvenience or interruption of business of TENANT occasioned by fire or other casualty, except to the extent of abatement by TENANT of rent obligations as provided hereunder.

ARTICLE 16 - PROPERTY TAXES

16.1 **DEFINITION OF "REAL PROPERTY TAXES"**. As used herein, the term "real property taxes" shall include any form of tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Premises by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, against any legal or equitable interest of LANDLORD in the Premises or in the real property of which the Premises is a part, or against LANDLORD'S right to rent or other income therefrom, or against LANDLORD'S business of leasing the Premises. The term "real property tax" shall also include any tax, fee, levy, assessment or charge (i) in substitution of, partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of "real property tax" or (ii) the nature of which was hereinbefore included within the definition of "real property tax," or (iii) which is imposed as a result of a transfer, either partial or total, of LANDLORD'S possessory interest in the Premises, or which is added to a tax or charge hereinbefore included within the definition of real property tax by reason of such transfer, or (iv) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereof. The term "real property tax" shall not include any income, estate or inheritance tax assessed against LANDLORD, documentary stamp tax imposed as a result of LANDLORD'S transfer of the fee interest in the Premises, or any sales tax on rent or other payments due from TENANT hereunder.

16.2 **PAYMENT OF TAXES.** LANDLORD shall pay the real property taxes, as elsewhere defined herein, applicable to the Premises throughout the lease term.

16.3 **PERSONAL PROPERTY TAXES.** TENANT shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of TENANT contained on the Premises or elsewhere or on any leasehold improvements made to the Premises by TENANT. When possible, TENANT shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of LANDLORD. If any of TENANT'S personal property shall be assessed with LANDLORD'S real property, TENANT shall pay LANDLORD the taxes attributable to TENANT'S personal property within ten (10) days after receipt of a written statement from LANDLORD setting forth the taxes applicable to TENANT'S property.

ARTICLE 17 - REPRESENTATIONS AND WARRANTIES

17.1 **TENANT.** TENANT hereby represents and warrants to LANDLORD that: (a) TENANT is a duly authorized corporation existing under the laws of Florida; (b) TENANT has the full right and authority to enter into this Lease; (c) each of the persons executing this Lease on behalf of TENANT is authorized to do so; and (d) this Lease constitutes a valid and legally binding obligation of TENANT, enforceable in accordance with its terms.

17.2 **LANDLORD.** LANDLORD represents and warrants to TENANT that: (a) LANDLORD is the fee simple owner of the Premises; (b) there are no agreements, contracts, covenants, conditions or exclusions which would, if exercised, prohibit the operation of the Premises for the Permitted Use; (c) LANDLORD is a duly authorized existing corporation under the laws of the State of Florida and is qualified to do business in the State of Florida; (d) LANDLORD has the full right and authority to enter into this Lease; (e) each of the persons executing this Lease on behalf of LANDLORD is authorized to do so; and (f) this Lease constitutes a valid and legally binding obligation on LANDLORD, enforceable in accordance with its terms.

ARTICLE 18 - NOTICES

(a) Except as provided in subsection (b) below, any notice, demand, request or other communication ("Notice") required or permitted to be given hereunder shall be in writing and shall be deemed given when mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to TENANT or to LANDLORD at the address noted below the signature of such party. Notice given by any other means shall be deemed given when actually received in writing. Either party may by notice to the other specify a different address for Notice purposes, which shall only be effective upon receipt, except that upon TENANT'S taking possession of the Premises, the Premises shall constitute TENANT'S address for Notice purposes. A copy of all Notices required or permitted to be given to LANDLORD hereunder shall be concurrently transmitted to such party or parties at such addresses as LANDLORD may from time to time hereafter designate by notice to TENANT.

(b) The TENANT hereby appoints as its agent to receive the service of all dispossessory or distraint proceedings and legal notices the person in charge of the Premises at the time, or occupying the Premises, and if there is no person in charge or occupying the Premises, than such service or notice may be made by attaching the same on the main entrance of the Premises.

ARTICLE 19 - ENVIRONMENTAL COMPLIANCE

19.1 **HAZARDOUS SUBSTANCE.** TENANT shall not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Premises, or transport to or from the Premises, any Hazardous Substance (as defined below), or allow any other person or entity to do so. TENANT shall keep and maintain the Premises in compliance with and shall not cause or permit the Premises to be in violation of, any Environmental Laws (as defined below).

19.2 **NOTICE TO LANDLORD.** TENANT shall give prompt notice to LANDLORD of (i) any proceeding or inquiry by any governmental authority (including without limitation the Florida Environmental Protection Agency or Florida Department of Health and Rehabilitative Services) with respect to the presence of any Hazardous Substance on the Premises or the migration thereof from or to other Premises; (ii) all claims made or threatened by any third party against TENANT, LANDLORD or the Premises relating to any loss or injury resulting from any Hazardous Substance; and (iii) TENANT'S discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Environmental Law or any regulation adopted in accordance therewith.

19.3 **DEFINITIONS.** "Environmental Laws" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Premises, including without limitation the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time ("CERCLA"), 42 U.S.C. §§9601 et seq., and the Resource Conservation and Recovery Act of 1976, as amended from time to time ("RCRA"), 42 U.S.C. §§6901 et seq. The term "Hazardous Substance" shall include without limitation: (i) those substances included within the definition of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and in the regulations promulgated pursuant to said laws; (ii) those substances defined as "hazardous wastes" in any Florida Statute and in the regulations promulgated pursuant to any Florida Statute; (iii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iv) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and (v) any material, waste or substance which is (1) petroleum, (2) asbestos, (3) polychlorinated biphenyls, (4) designated as a "hazardous substance" pursuant to §311 of the Clean Water Act, 33 U.S.C. §§1251 et seq., or listed pursuant to §307 of the Clean Water Act, (5) flammable explosive, or (6) radioactive materials.

19.4 **LANDLORD'S RIGHT TO INSPECT.** LANDLORD shall have the right to inspect the Premises and audit TENANT'S operations thereon to ascertain TENANT'S compliance with the provisions of this Lease at any reasonable time, and TENANT shall provide periodic certifications to LANDLORD, upon request, that TENANT is in compliance with the environmental restrictions contained herein. LANDLORD shall have the right, but not the obligation, to enter upon the Premises and perform any obligation of TENANT hereunder of which TENANT is in default, including without limitation any remediation necessary due to environmental impact of TENANT'S operations on the Premises, without waiving or reducing TENANT'S liability for TENANT'S default hereunder.

19.5 **DURATION.** All of the terms and provisions of this Article shall survive expiration or termination of this Lease for any reason whatsoever.

ARTICLE 20 - ADDITIONAL TERMS

20.1 **RADON.** Radon is a naturally occurring radioactive gas that, when it has accumulated in as building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

The foregoing notice is provided pursuant to Section 404.056(5), Florida Statutes (2023), which requires that such notice be included in certain Real Estate documents.

20.2 **WAIVER.** The waiver by LANDLORD or TENANT of any breach or default of any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant or condition, nor shall the acceptance of Rent be

deemed to be a waiver of any such breach or default of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by LANDLORD or TENANT, unless such waiver is in writing.

20.3 **BINDING EFFECT: CHOICE OF LAW.** Subject to any provision hereof restricting assignment or subletting by TENANT and subject to the provision regarding LANDLORD’S Liability, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Florida.

20.4 **QUIET ENJOYMENT.** Upon TENANT paying the rent for the Premises and observing and performing all the covenants, conditions and provisions on TENANT’S part to be observed and performed hereunder, TENANT shall have the right of quiet enjoyment of the Premises subject to the term, conditions, and covenants of this Lease.

20.5 **ATTORNEY’S FEES.** If either party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to recover reasonable attorney’s and legal assistant’s fees and cost occurred in connection therewith, on appeal or otherwise, including those incurred in arbitration, mediation, administrative or bankruptcy proceedings and in enforcing any right to indemnity herein.

20.6 **NON-COMPETE.** TENANT shall not conduct any auctions or antique sales from the Premises.

ARTICLE 21 – COMPLIANCE WITH FLORIDA STATUTE

21.1 **PUBLIC RECORDS.** (1) 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) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall

enforce the contract provisions in accordance with the contract.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on November ____, 2023.

WITNESSES:

_____ PARK STREET ANTIQUES CENTER, INC.
 A Florida corporation

_____ By: _____
 Its: _____
 9401 Bay Pines Boulevard St.
 Petersburg, FL 33708

“LANDLORD”

_____ CITY OF MADEIRA BEACH
 A Florida Municipal Corporation

_____ By: _____
 Its: Mayor- Ann-Marie Brooks
 300 Municipal Drive
 Madeira Beach, Florida 33708

“TENANT”



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Jay Hatch, Recreation Director

DATE: September 23, 2024

RE: NJCAA – JUCO Kickoff Classic Agreement

Background

Since February of 2015, the City of Madeira Beach has partnered with various third parties and Visit St. Pete Clearwater to host Collegiate Softball games on the Softball Fields located at the Recreation Complex. During that span, over 100 different Colleges and Universities have visited Madeira Beach at least one time to participate in these tournaments. At this time, Fastpitch Headquarters of Florida, Inc has expressed interest in utilizing the facility to host a tournament in 2025. The weekend which is requested is January 24-27, 2025. Staff has worked with the City Attorney and put together an agreement for the usage of the facility during this time.

Fiscal Impact

Fastpitch Headquarters of Florida, Inc would be invoiced for the usage of the field based upon the Fee Schedule which is enclosed in the attached Contract. Currently Visit St. Pete Clearwater is committed to funding this and similar tournaments via county bed tax dollars which are collected throughout the year. Fees which are accumulated beyond the committed funds provided by Visit St. Pete Clearwater would be invoiced and the responsibility of Fastpitch Headquarters of Florida, Inc.

Recommendation

Staff Recommends moving forward with negotiating the proposed contract with Fastpitch Headquarters of Florida, Inc

Attachments

Proposed Contract

2025 JUCO Kickoff Classic and Showcase – Event Agreement

January 24 – January 27, 2025

This Agreement is entered into this _____ day of _____, 2024 between **Fastpitch Headquarters of Florida Inc. (“FPHQ”)** with offices at 5711 SW 117 Terrace, Cooper City FL 33330, and City of Madeira Beach, a Florida Municipal Corporation, located at 300 Municipal Drive, Madeira Beach, FL 33708 as the City (“CITY”).

1. RECITALS

- 1.1 The FPHQ is a tournament organizing body for the sports of Junior College Softball in the United States of America and is responsible for hosting the 2025 JUCO Kickoff Class and Showcase. The FPHQ desires to enter into an agreement with the CITY for the purpose of conducting, pursuant to the Agreement, the 2025 JUCO Kickoff Class and Showcase (Event), January 24 – January 27, 2025.
- 1.2 The CITY desires promote, market and implement the EVENT pursuant to the Agreement and agrees to provide necessary venues, locations, and facilities per the financial and operational terms of this Agreement.
- 1.3 The Recitals in this Section 1 are part of this Agreement.

2. EVENT SPECIFICATIONS

- 2.1 The CITY shall implement, promote, market, and prepare for the Event in conformance with the criteria and standards set forth on **EXHIBIT 2** and **EXHIBIT 4**.
- 2.2 The FPHQ will be responsible for implementing various event specific responsibilities as described in **EXHIBIT 1**.
- 2.3 The FPHQ and the CITY are both associated with a variety of sponsors on a national and local level as described in **EXHIBIT 3**. The FPHQ and the CITY must assist each other in the execution and implementation of overall sponsor programing.
- 2.4 The CITY is financially responsible for implementing Event specific responsibilities as described in **EXHIBIT 2** and **EXHIBIT 4**.

3. RIGHTS AND OBLIGATIONS OF THE FPHQ

- 3.1 The FPHQ shall obtain, as it deems necessary and appropriate in its sole discretion, sponsorship for the Event. The CITY shall define an appropriate area for the display of any sponsorship signage for The FPHQ. CITY sponsors and local supporters signage shall not be covered or removed unless deemed a hazard to the playability the Event.
- 3.2 The FPHQ reserves the right to schedule athletic competition on Friday, Saturday, Sunday and Monday. Field availability for athletic competition shall be provided in writing by the CITY.
- 3.3 The FPHQ reserves the right to schedule practices on Thursday during the time frame outline in this agreement. Field availability for athletic practices shall be provided by the CITY.
- 3.4 The FPHQ shall be financially responsible for any commitments and expenditures directly related to the event, as defined in **EXHIBIT 5**. The financial obligation may be offset by funding from outside sources (ie; sponsorships or sports commission)
- 3.5 The FPHQ shall retain all entry fees generated by the Event.

- 3.6 The FPHQ shall arrange for and provide comprehensive liability insurance for the Event in the amount of \$2,000,000 aggregate and \$1,000,000 single occurrence. The 'City of Madeira Beach, 300 Municipal Drive, Madeira Beach FL, 33708' shall be named as additional insured.
- 3.7 The FPHQ owns the exclusive rights to all radio, television, film, video, web, and other media form for the 2024 FPHQ Event. The FPHQ shall retain all revenues derived from such sales.
- 3.8 The FPHQ reserves the right to sell FPHQ merchandise at the Event. The FPHQ shall retain all revenues derived from such sales.
- 3.9 The FPHQ owns the exclusive rights to any and all revenue from hotels and/or complimentary hotel room nights generated as a result of the Event.
- 3.10 The FPHQ owns the exclusive rights to any and all revenue generated as a result of the Event from tourism organizations such as sports commissions and visitor's organizations.

4 RIGHTS AND RESPONSIBILITIES OF THE CITY

- 4.1 The CITY shall not obligate The FPHQ to any expenditures or financial commitments without The FPHQ written approval. The CITY shall be fully responsible for the payment of any expenses or obligations incurred in violation of the foregoing sentence.
- 4.2 Unless described in EXHIBIT 2, the CITY shall contract with all third parties required for the production, implementation, and conduct of the Event. All such third party contracts ("Third Party Contracts") shall be prepared by the City and shall be entered into exclusively by the CITY and the respective third party.
- 4.3 The CITY shall not produce, manufacture or sell any items during the event or after the event that use The FPHQ logo. All event merchandise will be sold through The FPHQ.
- 4.4 The rights to the production, sale and distribution of merchandise specific to the CITY are granted to the CITY, together with all revenues derived there from, but The FPHQ must approve such items in writing.
- 4.5 Revenue generated from parking receipts shall be retained by the CITY. Parking fees shall not exceed \$10 per car per day. CITY may charge additional for Trailers or anything pulled.
- 4.6 The CITY shall not charge parking fees for the Event to any FPHQ Employees, working officials, FPHQ sponsors, vendors or participants. Designated parking passes and/or parking locations shall be provided for those forementioned in the last sentence.
- 4.7 All food and drink concessions for the Event, and revenues generated there from, are granted to the CITY. Alcohol may be permitted to be sold. The CITY must provide food and drink concessions during all open hours of the event. CITY may license other food vendors to operate during the event. Teams participating in the tournament and food for staff and officials may be provided and delivered by outside organizations/local businesses.
- 4.8 The CITY may acquire additional local sponsors, provided they do not interfere with The FPHQ sponsors. All sponsorship agreements must be approved by The FPHQ to insure compliance with previous existing agreements. Signage and banner space shall be limited to the current existing sponsorship opportunities provided by the City (Outfield wall on Field 1, Field 2, and Field 3 and Spectator side of back stop between dugouts on Field 1, Field 2, and Field 3)
- 4.9 The City shall be granted a facility rental fee ("Facility Rental Fee") paid by The FPHQ to the CITY according to the fee schedule detailed in **EXHIBIT 5**.

5 TERM

5.1 The term of this Agreement shall commence upon the date of this Agreement and continue through 30 days after the Event unless sooner terminated as provided herein.

6 REPRESENTATIONS AND WARRANTIES

6.1 Each party warrants and represents that it has the authority to enter into this Agreement and fully perform under the Agreement in accordance with its terms without violating the rights of any third party.

7 DEFAULT AND REMEDIES

7.1 Upon default of this Agreement, both parties shall have all the rights and remedies provided for in this Agreement, including the right to injunctive relief, specific performance, damages and any other relief to which the non-defaulting party may be entitled to in law or in equity. The remedies provided for in this Agreement shall be cumulative and not exclusive such that the non-defaulting party may seek one or more of the remedies for relief to which it is entitled.

7.2 Either party may terminate this Agreement upon default by the other party. Termination by any party shall be without prejudice to any existing rights and/or claims that the terminating party may have against the other party under this Agreement, at law or in equity, and shall not relieve such other party from fulfilling the obligations accrued prior to such termination.

7.3 Upon default by a party, the non-defaulting party may, at its option, cure the default and be entitled to reimbursement upon demand from the defaulting party of the cost of such cure. The parties acknowledge that it is of the utmost importance that the Event occur and that they be conducted pursuant to the terms and conditions of this Agreement. If a default by either party jeopardizes the operation and conduct of the Event, the cost to cure the default shall include all necessary and reasonable costs under the circumstances incurred by the non-defaulting party to assure that the Event are conducted in accordance with this Agreement. 5

7.4 Upon expiration or earlier termination of this Agreement all of the CITY's rights and responsibilities hereunder shall terminate.

8 ASSIGNMENT

8.1 This Agreement shall be binding to the parties hereto and to their successors and assigns and shall not be assigned, transferred or conveyed either directly or indirectly by either party to any person, firm, corporation or entity without the prior written consent of the other party.

9 RELATIONSHIP OF THE PARTIES

9.1 This Agreement does not appoint any party to serve or act as the agent of any other or create a partnership, joint venture or similar relationship between or among the parties, and no party shall have the power to obligate or bind the other party in any manner.

10 NO RESIDUAL VALUE

10.1 The parties hereby expressly agree that there is no "residual value" implied and no other exclusivity or benefits accrue to CITY or The FPHQ from this agreement other than as set forth by the terms of this agreement.

11 SEVERABILITY

11.1 The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, or render other provisions unenforceable and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted, insofar as the primary purpose of this Agreement is not impeded.

12 ENTIRE AGREEMENT

12.1 This agreement constitutes the entire agreement between the parties, whether written or oral. No waiver, change or modification of this agreement and its terms will bind the parties unless it is in writing and signed by both parties. Failure of CITY or The FPHQ to enforce any of the provisions herein shall not be construed as a general waiver of such rights. A waiver by either party of a default shall not be construed as a continuing waiver or as a waiver in other instances. All Exhibits referred to herein are attached and shall be part of this Agreement.

13 GOVERNING LAW AND JURISDICTION

13.1 This agreement and all matters or issues collateral thereof shall be construed and interpreted in accordance with the laws of the State of Florida. The parties agree that jurisdiction for any legal action initiated to determine rights or remedies under this agreement shall be in an appropriate court of the State of Florida. Venue shall be in Pinellas County, Florida. In addition to any other relief to which a party may be entitled to by this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees and costs incurred in any arbitration or litigation arising from this Agreement.

THE FPHQ, LLC
By: _____
Name: _____
Title: _____
Date: _____

CITY
City Of Madeira Beach
By: _____
Anne-Marie Brooks, Mayor
By: _____
Robin Gomez, City Manager

APPROVED AS TO FORM:
By: _____
Thomas J. Trask, City Attorney, B.C.S.

ATTEST:
By: _____
Clara Vanblargen, City Clerk

EXHIBIT 1
THE FPHQ RESPONSIBILITIES

1. Market and publicize the event throughout the NJCAA Softball community and encourage as many athletes, teams, coaches, and spectators as possible to attend the Event.
2. Establish event schedule. Ensure the schedule is consistent with field availability as defined by the CITY.
3. Provide and pay all event officials including umpires, scorekeepers, and ticket gates staffing.
4. Provide event audio/video web casting if possible.
5. Solicitate local media outlets to provide coverage for the EVENT.
6. Provide the CITY with video web casting logins to ensure staff is able to monitor games and maintain staff awareness for field changes and maintenance.
7. Provide all event signate for The FPHQ Sponsors. Banners and other signage may be placed on fences near the entrance of R.O.C. Park as well as the fenced area surrounding the tennis and basketball courts.
8. Provide event page on The FPHQ website.
9. Officially sanction the event according to necessary NJCAA sanctioning standards including but not limited to proper officials, rules, and guidelines. Communicate all facility related guidelines to the CITY.
10. Adhere to Thorguard Lightning System standards. Operational standards listed in EXHIBIT 4.
11. Provide Event posters, flyers, and other event related collateral to the CITY for local marketing distribution.
12. Provide digital graphics, imagery, etc for the CITY website and social media marketing.
13. Provide staff member to greet teams upon arrival to the facility. This includes but is not limited to scheduled games and practices at the site.

EXHIBIT 2
CITY'S RESPONSIBILITIES

1. Organize and maintain the spectator, parking, competition, and park areas as well as ensure that these areas are free of debris throughout the duration of the Event.
2. Provide suitable parking areas for officials, participants, and spectators. Ensure areas are marked to give a general understanding of where vehicles can and cannot be parked.
3. Provide adequate space for suitable handicap parking.
4. Provide a secured (barricaded) event area for paid entry/ticket operations.
5. Provide restrooms for officials, participants, and spectators. Restrooms required in addition to the existing on site facilities shall be added at the request of The FPHQ and cost of said restrooms will be split 50/50 with the CITY.
6. Have field conditioning supplies and tools available for necessary field maintenance in the event of inclement weather. The CITY maintains final decision on any adjustments made to the playing surface to make the competition site safe and playable.
7. Provide trash removal each day of the event and amply trash receptacles placed throughout the venue.
8. Ensure necessary staffing requirements for proper maintenance of the competition areas, spectator areas, and any other areas that may need attention.
9. Provide bleacher seating for spectators around each of the three competition sites. Seating required in addition to the existing on site bleachers may be added at the request of The FPHQ and cost of said bleacher seating will be split 50/50 with the CITY.
10. Groom athletic fields to ensure that they are competition ready before and between each game.
11. Provide a barrier between the spectators and the athletics fields.
12. Provide an overall site plan illustrating the complete site with dimensions or drawn to scale.
13. Provide parking for team vans and buses throughout the Event. Parking shall be provided at no charge for said vehicles.
14. Provide a 10x10 tent, 8ft table, and chairs behind each of the athletic fields for the score keepers and team support staff.
15. Provide field availability matrix for The FPHQ inclusive of field availability for games and practices.

EXHIBIT 3
SPONSOR PROGRAM

CITY SPONSORS

- 1) The CITY operates an annual sponsorship program for the Madeira Beach Recreation department.
- 2) CITY Sponsors are recognized on the outfield fence of each of the three (3) athletic fields as well as each of the backstops located between the dugouts on each of the three (3) athletic fields.
- 3) CITY sponsors banners and signage shall not be removed or covered for reason unless they affect playability or player safety.

THE FPHQ Sponsors

- 1) THE FPHQ reserves the right to operate an ongoing sponsorship program for the Event.
- 2) Event sponsors may be recognized by signage or banner on fence areas outside of those listed above. Banners and/or signage shall not interfere with view of the competition site.
- 3) Event sponsors may attend the Event for promotion related activities. Each sponsor shall be placed at the Event based on space availability and by written request from The FPHQ to the CITY.

**EXHIBIT 4
MEDICAL PROGRAM**

The CITY is responsible for providing the following for the EVENT.

- 1) 10x10 Tent for athletic trainers.
- 2) Access to Ice for player injury and first aid needs.
- 3) Access to AED (Located in the Concession Stand on site).
- 4) Access to Thorguard Lightning Prediction system website specific to Madeira Beach.

The FPHQ is responsible for providing the following for the EVENT.

- 1) Should the event elect to provide a certified athletic trainer onsite for the event, it shall be done at the expense of the event and at no cost of the City. This person shall be responsible for needs required by the athletes and coaches taking part in the EVENT.
- 2) Adherence to warning notifications provided by the Thorguard Lightning Prediction System. Thorguard shall be the minimum operating standard for the EVENT. The FPHQ and its officials reserve the right to follow elevated standards regarding lightning and inclement weather. Participants, Coaches, Officials, and the CITY shall be notified of these standards, in writing, prior to the EVENT.

Additional information:

Any emergencies in excess to items listed above shall be handled by calling 911.

**EXHIBIT 5
FEE SCHEDULE**

Fees will be applied for use of the facility by The FPHQ for the Event. Fees levied shall reflect occurrence of the descriptions listed below.

<u>NAME</u>	<u>DESCRIPTION</u>	<u>FEE</u>
Field Prep and Lining	Dragging, lining, and preparation of athletic field before each game. Applied per game.	\$45.00
Hourly Field Rental	Hourly rental of Athletic Field. Applied each hour field is used.	\$25.00
Staff Fee	Hourly fee per staff member on site for event.	\$25.00
Field Light Fee	Hourly fee per field for field lighting.	\$15.00
Umpire Room	Daily fee for use of room for umpires.	\$100.00
On Site Storage	Daily fee for use of concession closet for event related storage.	\$50.00
Dugout Water	Fee per field to provide ice water to each dugout. If provided by staff.	\$10.00
Cleaning Fee	Covers tipping fees of trash cans and supplies needed to keep facility clean.	\$100.00/day
Facility Rental Deposit	Non-Refundable deposit for each weekend of competition. Amount will be applied toward overall balance once event takes place. If the Event is cancelled, except in the event of weather, The FPHQ shall forfeit the deposit.	\$500.00



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Jay Hatch, Recreation Director
DATE: 09/17/2024
RE: Ford F-250 Crew Cab XL Purchase

Background

The Recreation Department is requesting approval to purchase a 2024 Ford F-250 Crew Cab XL, 4x4. The purchase is budgeted at \$65,000 for FY25. Duval Ford has provided a vehicle purchase quote consistent with the Bradford County Sheriff's Office Contract BCSO 22-27-1.00. This purchase will be a new addition to the Recreation Department and outfitted specifically for special events and road closure purposes. The truck will be outfitted with a topper and rear slide out storage to ensure city cones and equipment is protected from the elements yet still accessible for use as needed. The unit price of the 2024 Ford F-250 is \$55,411.40. Due to the nature of the automobile market at the current time, this vehicle will be built upon the approval and execution of this contract.

Fiscal Impact

\$65,000 is currently budgeted in FY25. The cost to purchase the vehicle will be \$55,411.10.

Recommendation

Staff recommend approval of purchase contract with Duval Ford for the purchase of 2024 Ford F250 Crew Cab XL, 4x4.

Attachments

- Duval Ford Vehicle Purchase Quote
- BCSO Vehicle Contract 22-27-1.0 Duval Ford



▪ Since 1916 ▪

City of Madeira Beach

Prepared for:	Contract Holder	REV: 9/18/2024
City of Madeira Beach Max Michalski mmichalski@madeirabeachfl.gov 727-392-0665 x 504	Duval Ford Jared Davis (Work) 904-381-6595 (Mobile) 904-343-4451 jared.davis@duvalmotor.com 405 Lane Ave N Jacksonville, FL 32254	

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

Code	Equipment	OEM Price Level:	BCSO Contract Price
2024 W2B	2024 Ford F-250 Crew Cab XL, 4x4, 160" wheelbase	\$ 49,982.00	\$ 47,744.70
OEM freight	Factory Destination	\$ 1,995.00	\$ 2,027.92
Z1	Oxford White	\$ -	\$ -
AS	Medium Dark Slate vinyl, 40/20/40	\$ -	\$ -
600A	Standard Equipment Group, incl keyless entry, pwr windows and door locks	\$ -	\$ -
99A.44F	6.8L V8/10-spd auto	\$ -	\$ -
17Z	XL Off-road Package	\$ 906.00	\$ 920.95
	Incl 33" off-road tires, 3.73 electronic locking axle, skid plates		\$ -
43K	Pro Power Onboard 2k	\$ 897.00	\$ 911.80
52S	Interior work surface	\$ 128.00	\$ 130.11
592	Roof clearance lights	\$ 87.00	\$ 88.44
76C	Exterior backup alarm	\$ 160.00	\$ 162.64
86M	Dual battery	\$ 191.00	\$ 194.15
874	360-degree camera package	\$ 1,047.00	\$ 1,064.28
96D	XL Driver Assist, incl BLIS	\$ 665.00	\$ 675.97
85S	Spray-in bedliner	\$ 542.00	\$ 550.94
	Discount	Government Concession reflected in Base Vehicle Price	
	Ceiling Markup	Primary Awardee Ceiling Markup 1.65%	
	Discount	Discount off Invoice reflected in Base Vehicle Price \$ (2,262.00)	
	Ceiling Percentage Markup: Accessories	29%	
0	1	Tint on all windows incl windshield strip	\$ 250.00 \$ 322.50
	Final Delivery		
0	Labor	Total Labor Hours for installation of parts	\$ - \$ -
	Freight	Freight on Parts	\$ - \$ -
222	33708	Destination & Fuel to end user zip code (calculated from 32210 to EU zip Code)	\$ 2.00 \$ 444.00
	Tag	New FL Tag plus tag and title processing and handling fee	\$ 173.00 \$ 173.00
	Warranty	Extended Warranty excluded	\$ - \$ -
			\$ - \$ -
			\$ - \$ -
	NOTE		

UNIT COST		\$ 55,411.40
TOTAL QUANTITY	1	TOTAL PURCHASE \$ 55,411.40



09/12/2022

To whom it may concern,

The Bradford County Sheriff's Office received sealed bids after posting the Request for Proposal in the Bradford County Telegraph and on our website. On 09/06/22, in the lobby of the Sheriff's Office @ 10:00 am the following bids were received.

- 1) Bozard Ford
- 2) Duval Ford
- 3) Duval Chevrolet

Following a Command Staff review of the proposals, the following contracts were awarded based on the evaluation table described in the Request for Proposal.

Ford vehicles:

Primary Contract Awarded to Duval Ford
Alternate Awarded to Bozard Ford

Chevrolet vehicles:

Primary Contract Awarded to Duval Chevrolet
Alternate- No Bid

Other manufacturers:

No Bid

Information regarding the Contract (BCSO 22-27-1.0) and the Proposals will be listed on our website (bradfordsheriff.org) under the Finance section. For any questions or concerns please contact me during regular business hours.

Thanks,

Major George L. Konkel Jr.
 Chief of Operations
 Bradford County Sheriff's Office
 945-B North Temple Ave.
 Starke, Fl. 32091
 Office (904)966-6306



**BRADFORD COUNTY
 SHERIFF'S OFFICE**
Gordon Smith
 Sheriff

TITLE:	BRADFORD COUNTY SHERIFF'S OFFICE VEHICLE PURCHASING CONTRACT BCSO (22-27-1.0)
EXECUTED:	09/13/22 <i>ASL</i>
EFFECTIVE:	September 12, 2022
TERM:	FIVE (5) Years with Option to Extend/Renew
ATTACHMENTS:	A. SPECIFICATIONS B. PRICING AND DISCOUNTS

TERMS AND CONDITIONS

This AGREEMENT is established by and between **Duval Ford**, (hereinafter referred to as "VENDOR") whose address is **1616 Cassat Avenue (Jacksonville, Fl.)** and any duly authorized appointee of the Bradford County Sheriff's Office, an independent constitutional officer with administrative offices at 945B N TEMPLE AVE; STARKE, Florida (hereinafter referred to as "SHERIFF") (collectively hereinafter referred to as "PARTIES").

WHEREAS; VENDOR wishes to enter into a contractual relationship with SHERIFF for the provision of goods or services;

WHEREAS; VENDOR agrees to provide goods and services to SHERIFF, as he may request from time to time, based upon all terms and conditions contained in official Purchase Orders referencing this AGREEMENT which are incorporated herein; and

WHEREAS; SHERIFF requires all VENDORS to agree with and comply with, the terms and conditions of this AGREEMENT as detailed herein.

NOW THEREFORE, as a condition precedent to entering into a contractual relationship with the SHERIFF, the VENDOR agrees as follows:

A. GENERAL

VENDOR understands that this is not an exclusive contract with SHERIFF for the provision of goods and services. SHERIFF may utilize other vendors without penalty or cost to SHERIFF.

The PARTIES agree that to the extent VENDOR's Contract/Invoice, or any subsequent contract,



invoice, or addendum, contains any terms or conditions which are in conflict with or require any action that conflicts with the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control - regardless of the order of execution of these documents.

The VENDOR shall not change the terms and conditions contained herein unless such change is in writing and executed by the PARTIES. Failure to deliver or to comply with any of the terms and conditions of this AGREEMENT may disqualify VENDOR from receiving future orders.

B. QUALITY

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected will be returned at the VENDOR's risk and expense.

C. QUANTITY/PRICE

The quantity of materials ordered, or the prices specified, must not be exceeded without written authorization being first obtained from SHERIFF. Prices quoted will include a discount off MSRP and/ or the percentage markup over vendor cost as contained in the vendor bid document. Discounts off manufacturer's price lists will be reflected on quotes per vendor's bid submission and will be extended to manufacturer and dealer installed options. Quotes must follow the outline set forth in the quote template section "m" contained in the bid announcement, terms and conditions. [see attachments]

D. INDEMNITY AND INSURANCE

SHERIFF agrees to be responsible for the acts or omissions of his employees to the extent permitted under Florida law. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity. SHERIFF does not agree to indemnify or hold harmless VENDOR. There are no intended third-party beneficiaries arising out of or in any way connected to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, or privileges to rely on or demand performance of any provision of this AGREEMENT. VENDOR further agrees to provide workers' compensation coverage for all of VENDOR'S employees, and to maintain such general and auto liability insurance as is deemed necessary by SHERIFF for the circumstances and operations of VENDOR. VENDOR further agrees to provide SHERIFF with Certificates of Insurance, indicating the amount of coverage in force, upon request.

E. PACKING

Packages must be plainly marked with shipper's name and Purchase Order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing.

F. DELIVERY

All materials must be shipped F.O.B. Destination. SHERIFF will not pay freight or express charges. If a specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE.



Upon receipt of a Purchase Order under this AGREEMENT, the VENDOR shall contact the SHERIFF to confirm the order and a mutually agreeable delivery date. Deliveries shall be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, except for holidays, unless otherwise stated.

G. MATERIAL SAFETY DATA SHEET VENDOR agrees to furnish SHERIFF with a current Material Safety Data Sheet (MSDS) on or before delivery as required by Florida Statute.

H. OSHA REQUIREMENT

VENDOR hereby guarantees SHERIFF that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force at the date hereof.

I. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133 (2) Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$25,000) for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state or federal regulatory or governmental entity.

J. PROMPT PAYMENT ACT

Contained below are provisions of Chapter 218, Florida Statutes, which regulates payments made by local governmental entities for non-construction services or goods. As an Independent Elected Constitutional Office, SHERIFF is bound by the provisions of this Chapter and all contracts entered into between SHERIFF and private vendors are governed by its terms. This section shall extend to the eligible governmental agencies as qualified users of this agreement which are statutorily referred to as: "Governmental agency" means a county, a municipality, a district school board, or any other unit of local government or political subdivision in this state.

Attached below are the pertinent parts of Chapter 218, Florida Statutes, relating to payments made by SHERIFF. These requirements supersede any terms in agreements entered into between the SHERIFF and any vendor or contractor doing business with SHERIFF.

The time at which payment is due for purchases made by SHERIFF shall be calculated from:

1. The date on which a proper invoice is received by the chief disbursement officer of the



- local governmental entity after approval by the governing body, if required; or
2. If a proper invoice is not received by the local governmental entity, the date:
 - a. On which delivery of personal property is accepted by the local governmental entity;
 - b. On which services are completed;
 - c. On which the rental period begins; or
 - d. On which SHERIFF and VENDOR agree in a contract that provides dates relative to payment periods; whichever date is latest.
 3. SHERIFF shall establish procedures whereby each payment request or invoice received by it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.
 4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.
 5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.
 6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

K. SCRUTINIZED VENDOR LIST

By executing this Agreement, VENDOR certifies that: it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that VENDOR has submitted a false certification, SHERIFF shall provide VENDOR with written notice of its determination. VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If VENDOR does not make such demonstration within ninety (90) days after receipt of the notice, SHERIFF shall bring a civil action against VENDOR. If a civil action is brought and the court determines that VENDOR has submitted a false certification, VENDOR shall pay a civil penalty equal to the greater of two million (\$2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, VENDOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date SHERIFF determined that VENDOR submitted a false certification, pursuant Section 287.135(5)(a), Florida Statutes



L. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this agreement shall be construed in accordance with and governed by the laws of the State of Florida. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this AGREEMENT shall be instituted and litigated in the courts of the State of Florida, located in Bradford County, Florida, without regard to conflicts of laws principles. In accordance herewith, the parties to this AGREEMENT submit to the jurisdiction of the courts of the State of Florida located in Bradford County, Florida.

M. ARBITRATION/MEDIATION

SHERIFF does not agree to binding arbitration or mediation nor waive SHERIFF'S right to use the courts in the event that a breach or other circumstance necessitates litigation as a tool to ensure that the rights of the agency and the citizenry are protected.

N. WARRANTY

SHERIFF does not agree to waive direct, special or exemplary damages.

O. SECURITY

Due to the confidential and sensitive nature of the work performed by SHERIFF, VENDOR and contractors may be subjected to background checks upon SHERIFF'S request. VENDOR and contractors may be required to provide information about themselves, their employees, and subcontractors, in order to permit SHERIFF to conduct background checks on persons entering secure areas, accessing secure information or otherwise providing supplies or services to SHERIFF. SHERIFF retains the right to limit or refuse access to any person at his sole discretion and vendors and contractors agree to abide that decision without cost or penalty to SHERIFF.

P. TERMINATION

This AGREEMENT may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days advance written notice to the VENDOR. SHERIFF shall pay for all supplies and services provided by VENDOR as of the date of termination.

Q. APPROPRIATION

This AGREEMENT is subject to availability and annual appropriation of funds by the County, County Council, (Council). If funding for vehicle purchasing is not appropriated by the Council for any fiscal period during the term hereof, then SHERIFF shall immediately terminate this AGREEMENT upon written notice to VENDOR. In the event of such termination, VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by SHERIFF shall not be deemed a Breach of Contract by SHERIFF, and VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

R. MISCELLANEOUS



None of the following terms shall have any effect or be enforceable against SHERIFF or any of his employees or agents:

1. Any term requiring SHERIFF to maintain any type of insurance for the benefit of either SHERIFF or VENDOR.
2. Any term granting VENDOR any security interest in property owned or controlled by SHERIFF, including facilities provided by the County Board of County Commissioners for use by SHERIFF.
3. Any term obligating SHERIFF to pay the costs of collection or attorney's fees.
4. Any term allowing VENDOR to make unilateral modification to any contract entered into or relied upon by the Parties.
5. Any term requiring or stating that the terms of VENDOR'S standard form contract shall prevail over the terms of this Agreement in the event of a conflict.
6. Any term granting VENDOR the right to audit or examine the books, records or accounts of SHERIFF other than as required by law.

S. PUBLIC RECORDS LAW

Chapter 119, FS, is Florida's Public Records Act. Under this law, all records, including contracts are subject to disclosure to the public on demand. There are certain exemptions that can be claimed by SHERIFF to shield certain protected information, but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality of any information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

The NOTICE provided below is required to be part of any agreement entered into by SHERIFF.

NOTICE

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 FOR THE COUNTY.

In compliance with 119.0701, Florida Statutes, and 119.011(2), Florida Statutes, the following definitions shall apply to this agreement:

"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).

"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.

Note that in accordance with Florida law the contractor shall:



1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order 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 access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and 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 meet all requirements for retaining public records and 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.
5. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s.119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
 - a. A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.
 - b. Such notices must be sent by common carrier delivery service or by registered,



Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

T. E-VERIFY

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."
2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
3. As of January 1, 2021, a public employer (e.g., Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2)(c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally, a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
6. **VENDOR** shall, upon request, provide evidence of compliance with this provision to **SHERIFF**. Failure to comply with this provision is a material breach of the Agreement, and the **SHERIFF** may choose to terminate the Agreement at any time at its sole discretion. **VENDOR** may be liable for all costs associated with **SHERIFF** securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). **VENDOR**, by virtue of acceptance of the Purchase Order certifies that:
 1. **VENDOR** and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Sheriff's Office, provide evidence of such compliance.
 2. **VENDOR** and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
 3. **VENDOR** will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
 4. The Subcontractor will provide **VENDOR** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
 5. **VENDOR** must maintain a copy of such affidavit.



- 6. SHERIFF may terminate this Contract on the good faith belief that the VENDOR or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
- 7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), VENDOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
- 8. VENDOR is liable for any additional cost incurred by SHERIFF as a result of the termination of this Contract.

U. FOREIGN INFLUENCE

VENDOR represents and warrants that it has made any applicable disclosures to SHERIFF which are required under Section 286.101(3)(a), Florida Statutes, pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

V. GRANTS

Any purchases funded through Federal Grants, including but not limited to UASI, SCHGP, and any other federal grants shall require the VENDOR to comply with the provisions listed in 2 C.F.R. Part 200.

W. SUBCONTRACTORS

VENDOR agrees that as the signatory to this agreement, it is solely responsible for the satisfactory provision of goods and services hereunder. SHERIFF does not authorize subcontractors, joint ventures or third parties to provide goods or services in the performance of this agreement except as identified by VENDOR in its proposal to SHERIFF. All subcontractors, joint ventures or third parties providing goods or services in furtherance of this agreement shall be specifically identified by VENDOR and the Scope of Work will clearly identify the specific goods and or services to be provided by said subcontractors, joint ventures or third parties.

If the services provided by any subcontractor, joint venture or third party requires a specific licensure, certificate, degree or other governmental authorization to provide the services, proof of such licensure, certificate, degree or authorization will be provided by VENDOR to SHERIFF prior to the commencement of work or the payment of any sums due to VENDOR.

X. PROMPT PAYMENT DISCOUNT and FEE CALCULATION

Where SHERIFF and/ or eligible users of this contract pays the VENDOR within 30 days of delivery of a vehicle, the VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid for. Vendor fee reporting to be submitted **monthly** with payment due the 20th of the month following the reporting cycle for all deliveries made within month reporting.

Y. OUT-OF-SERVICE VEHICLES



The SHERIFF has the option to dispose of out-of-service vehicles through the VENDOR. Should the SHERIFF decide to do so, the VENDOR agrees to auction off those vehicles and pay to the SHERIFF the net auction proceeds minus transport costs and \$400 vendor fee per unit.

Z. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties regarding this Agreement and supersedes all prior communications. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations except such representations as are specifically set forth herein, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other. No alteration of these terms and conditions is binding on SHERIFF unless signed by SHERIFF.

Z. TERM AND EXTENSION

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years or extended by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with vendor approval.

IN WITNESS THEREOF, the PARTIES have caused this AGREEMENT to be duly executed as of the last day set forth below by the undersigned authorized representatives of the PARTIES.

Bradford County Sheriff's Office

VENDOR (Duval Ford)

Joe Guill
Name
9/13/22
Date

Richard Tackett
Name **Richard Tackett: GM**
9/13/2022
Date

Approved as to Form and Legality,
for the Reliance of the Bradford County
Sheriff, Florida

[Tab 4] Price Proposal

Attachment 1: FORD OEM PRODUCTS: ALL MODELS AND PACKAGES: 1.65%

Attachment 2: Duval Ford AMO percent markup table

Attachment (2a): Exclusions: Ford SVT, ST

Attachment 3: Mileage Statement

Tab 4: Part 1, OEM percent Markup

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
>2022 Medium Truck Chassis					
2	>2022	F650	F6A-F650 REG CAB	All Oem Pkg's Packages	1.65%
3	>2022	F650	F6B-F650 REG CAB LO	All Oem Pkg's	1.65%
4	>2022	F650	F6C-F650 REG CAB	All Oem Pkg's	1.65%
5	>2022	F650	F6D-F650 REG CAB	All Oem Pkg's	1.65%
6	>2022	F650	F6E-F650 REG CAB LO	All Oem Pkg's	1.65%
7	>2022	F650	F6T-F650 REG CAB TR	All Oem Pkg's	1.65%
8	>2022	F750	F7A-F750 REG CAB	All Oem Pkg's	1.65%
9	>2022	F750	F7D-F750 REG CAB	All Oem Pkg's	1.65%
10	>2022	F750	F7T-F750 REG CAB TR	All Oem Pkg's	1.65%
11	>2022	F650	W6A-F650 CREW CAB	All Oem Pkg's	1.65%
12	>2022	F650	W6B-F650 CRW CAB LO	All Oem Pkg's	1.65%
13	>2022	F650	W6D-F650 CREW CAB	All Oem Pkg's	1.65%
14	>2022	F650	W6E-F650 CRW CAB LO	All Oem Pkg's	1.65%
15	>2022	F650	W6T-F650 CRW CAB TR	All Oem Pkg's	1.65%
16	>2022	F750	W7A-F750 CREW CAB	All Oem Pkg's	1.65%
17	>2022	F750	W7D-F750 CREW CAB	All Oem Pkg's	1.65%
18	>2022	F750	W7T-F750 CRW CAB TR	All Oem Pkg's	1.65%
19	>2022	F650	X6A-F650 SUPER CAB	All Oem Pkg's	1.65%
20	>2022	F650	X6B-F650 SPR CAB LO	All Oem Pkg's	1.65%
21	>2022	F650	X6D-F650 SUPER CAB	All Oem Pkg's	1.65%
22	>2022	F650	X6E-F650 SPR CAB LO	All Oem Pkg's	1.65%
23	>2022	F650	X6T-F650 SPR CAB TR	All Oem Pkg's	1.65%
24	>2022	F750	X7A-F750 SUPER CAB	All Oem Pkg's	1.65%
25	>2022	F750	X7D-F750 SUPER CAB	All Oem Pkg's	1.65%
26	>2022	F750	X7T-F750 SPR CAB TR	All Oem Pkg's	1.65%
>2022 E-Series Chassis and Cutaway					
28	>2022	ECONOLINE	E3F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
29	>2022	ECONOLINE	E3K-COMM STRIP CHAS	All Oem Pkg's	1.65%
30	>2022	ECONOLINE	E4F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
31	>2022	ECONOLINE	E4K-COMM STRIP CHAS	All Oem Pkg's	1.65%
>2022 Mustang					
33	>2022	Mustang	P8C-GT COUPE	All Oem Pkg's Excluding SVT	1.65%
34	>2022	Mustang	P8F-GT CONV PREM	All Oem Pkg's Excluding SVT	1.65%
35	>2022	Mustang	P8J-HB COUPE	All Oem Pkg's Excluding SVT	1.65%
36	>2022	Mustang	P8K-BULLITT COUPE	All Oem Pkg's Excluding SVT	1.65%
37	>2022	Mustang	P8R-MACH 1 COUPE	All Oem Pkg's Excluding SVT	1.65%
38	>2022	Mustang	P8S-SHELBY GT500	All Oem Pkg's Excluding SVT	1.65%
39	>2022	Mustang	P8T-MUST ECO COUPE	All Oem Pkg's Excluding SVT	1.65%
40	>2022	Mustang	P8U-ECO CONVERTIBLE	All Oem Pkg's Excluding SVT	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
>2022 Expedition					
42	>2022	Expedition	K1F-4X2 XL MAX	All Oem Pkg's	1.65%
43	>2022	Expedition	K1G-4X4 XL MAX	All Oem Pkg's	1.65%
44	>2022	Expedition	K1H-4X2 XLT MAX	All Oem Pkg's	1.65%
45	>2022	Expedition	K1J-4X4 XLT MAX	All Oem Pkg's	1.65%
46	>2022	Expedition	K1K-4X2 LIMITED MAX	All Oem Pkg's	1.65%
47	>2022	Expedition	K1L-4X2 PLATINUM MX	All Oem Pkg's	1.65%
48	>2022	Expedition	K1M-4X4 PLATINUM MX	All Oem Pkg's	1.65%
49	>2022	Expedition	K1N-4X2 K. RANCH MAX	All Oem Pkg's	1.65%
50	>2022	Expedition	K1P-4X4 K. RANCH MAX	All Oem Pkg's	1.65%
51	>2022	Expedition	K2A-4X4 LIMITED MAX	All Oem Pkg's	1.65%
52	>2022	Expedition	U1F-4X2 XL	All Oem Pkg's	1.65%
53	>2022	Expedition	U1G-4X4 XL	All Oem Pkg's	1.65%
54	>2022	Expedition	U1H-4X2 XLT	All Oem Pkg's	1.65%
55	>2022	Expedition	U1J-4X4 XLT	All Oem Pkg's	1.65%
56	>2022	Expedition	U1K-4X2 LIMITED	All Oem Pkg's	1.65%
57	>2022	Expedition	U1L-4X2 PLATINUM	All Oem Pkg's	1.65%
58	>2022	Expedition	U1M-4X4 PLATINUM	All Oem Pkg's	1.65%
59	>2022	Expedition	U1N-4X2 KING RANCH	All Oem Pkg's	1.65%
60	>2022	Expedition	U1P-4X4 KING RANCH	All Oem Pkg's	1.65%
61	>2022	Expedition	U1R-4X4 TIMBERLINE	All Oem Pkg's	1.65%
62	>2022	Expedition	U2A-4X4 LIMITED	All Oem Pkg's	1.65%
>2022 Bronco Sport SUV					
64	>2022	Bronco Sport SUV	R9A-BRONCO SPT BASE	All Oem Pkg's	1.65%
65	>2022	Bronco Sport SUV	R9B-BRONCO SPT BIG	All Oem Pkg's	1.65%
66	>2022	Bronco Sport SUV	R9C-BRONCO SPT OB	All Oem Pkg's	1.65%
67	>2022	Bronco Sport SUV	R9D-BRONCO SPT BD	All Oem Pkg's	1.65%
>2022 Transit Connect Van					
69	>2022	Transit Connect Van	E6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
70	>2022	Transit Connect Van	E6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
71	>2022	Transit Connect Van	E7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
72	>2022	Transit Connect Van	E7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
73	>2022	Transit Connect Van	S6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
74	>2022	Transit Connect Van	S6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
75	>2022	Transit Connect Van	S7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
76	>2022	Transit Connect Van	S7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
>2022 Superduty					
78	>2022	F250	F2A-F250 4X2 SD R/C	All Oem Pkg's	1.65%
79	>2022	F250	F2B-F250 4X4 SD R/C	All Oem Pkg's	1.65%
80	>2022	F350	F3A-F350 4X2SDR/CSR	All Oem Pkg's	1.65%
81	>2022	F350	F3B-F350 4X4SDR/CSR	All Oem Pkg's	1.65%
82	>2022	F350	F3C-F350 4X2 SD R/C	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
83	>2022	F350	F3D-F350 4X4 SD R/C	All Oem Pkg's	1.65%
84	>2022	F350	F3E-F350 4X2CHAS/CS	All Oem Pkg's	1.65%
85	>2022	F350	F3F-F350 4X4CHAS/CS	All Oem Pkg's	1.65%
86	>2022	F350	F3G-F350 4X2 CHAS/C	All Oem Pkg's	1.65%
87	>2022	F350	F3H-F350 4X4 CHAS/C	All Oem Pkg's	1.65%
88	>2022	F450	F4C-F450 4X2 SD R/C	All Oem Pkg's	1.65%
89	>2022	F450	F4D-F450 4X4 SD R/C	All Oem Pkg's	1.65%
90	>2022	F450	F4G-F450 4X2 CHAS/C	All Oem Pkg's	1.65%
91	>2022	F450	F4H-F450 4X4 CHAS/C	All Oem Pkg's	1.65%
92	>2022	F550	F5G-F550 4X2 CHAS/C	All Oem Pkg's	1.65%
93	>2022	F550	F5H-F550 4X4 CHAS/C	All Oem Pkg's	1.65%
94	>2022	F600	F6K-F600 4X2 CHAS/C	All Oem Pkg's	1.65%
95	>2022	F600	F6L-F600 4X4 CHAS/C	All Oem Pkg's	1.65%
96	>2022	F250	W2A-F250 4X2 CREW /C	All Oem Pkg's	1.65%
97	>2022	F250	W2B-F250 4X4 CREW /C	All Oem Pkg's	1.65%
98	>2022	F350	W3A-F350 4X2CREW/CS	All Oem Pkg's	1.65%
99	>2022	F350	W3B-F350 4X4CREW/CS	All Oem Pkg's	1.65%
100	>2022	F350	W3C-F350 4X2 CREW /C	All Oem Pkg's	1.65%
101	>2022	F350	W3D-F350 4X4 CREW /C	All Oem Pkg's	1.65%
102	>2022	F350	W3E-F350 4X2CRWCCSR	All Oem Pkg's	1.65%
103	>2022	F350	W3F-F350 4X4CRWCCSR	All Oem Pkg's	1.65%
104	>2022	F350	W3G-F350 4X2 CRW CC	All Oem Pkg's	1.65%
105	>2022	F350	W3H-F350 4X4 CRW CC	All Oem Pkg's	1.65%
106	>2022	F450	W4C-F450 4X2 CRW PU	All Oem Pkg's	1.65%
107	>2022	F450	W4D-F450 4X4 CRW PU	All Oem Pkg's	1.65%
108	>2022	F450	W4G-F450 4X2 CRW CC	All Oem Pkg's	1.65%
109	>2022	F450	W4H-F450 4X4 CRW CC	All Oem Pkg's	1.65%
110	>2022	F550	W5G-F550 4X2 CRW CC	All Oem Pkg's	1.65%
111	>2022	F550	W5H-F550 4X4 CRW CC	All Oem Pkg's	1.65%
112	>2022	F250	X2A-F250 4X2 S/C	All Oem Pkg's	1.65%
113	>2022	F250	X2B-F250 4X4 S/C	All Oem Pkg's	1.65%
114	>2022	F350	X3A-F350 4X2 S/C	All Oem Pkg's	1.65%
115	>2022	F350	X3B-F350 4X4 S/C	All Oem Pkg's	1.65%
116	>2022	F350	X3C-F350 4X2 S/C DR	All Oem Pkg's	1.65%
117	>2022	F350	X3D-F350 4X4 S/C DR	All Oem Pkg's	1.65%
118	>2022	F350	X3E-F350 4X2S/CCCSR	All Oem Pkg's	1.65%
119	>2022	F350	X3F-F350 4X4S/CCCSR	All Oem Pkg's	1.65%
120	>2022	F350	X3G-F350 4X2 S/C CC	All Oem Pkg's	1.65%
121	>2022	F350	X3H-F350 4X4 S/C CC	All Oem Pkg's	1.65%
122	>2022	F450	X4G-F450 4X2 S/C CC	All Oem Pkg's	1.65%
123	>2022	F450	X4H-F450 4X4 S/C CC	All Oem Pkg's	1.65%
124	>2022	F550	X5G-F550 4X2 S/C CC	All Oem Pkg's	1.65%
125	>2022	F550	X5H-F550 4X4 S/C CC	All Oem Pkg's	1.65%
	>2022	Mustang Mach-E			
127	>2022	Mustang Mach-E	K1R-SELECT RWD	All Oem Pkg's	1.65%
128	>2022	Mustang Mach-E	K1S-SELECT AWD	All Oem Pkg's	1.65%
129	>2022	Mustang Mach-E	K2R-CAL ROUTE 1 RWD	All Oem Pkg's	1.65%
130	>2022	Mustang Mach-E	K2S-CAL ROUTE 1 AWD	All Oem Pkg's	1.65%
131	>2022	Mustang Mach-E	K3R-PREMIUM RWD	All Oem Pkg's	1.65%
132	>2022	Mustang Mach-E	K3S-PREMIUM AWD	All Oem Pkg's	1.65%
133	>2022	Mustang Mach-E	K4S-GT AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
>2022 F150 SERIES					
135	>2022	F150	F1C-F150 4X2 R/C	All Oem Pkg's	1.65%
136	>2022	F150	F1E-F150 4X4 R/C	All Oem Pkg's	1.65%
137	>2022	F150	W1C-F150 4X2 CREW	All Oem Pkg's	1.65%
138	>2022	F150	W1E-F150 4X4 CREW	All Oem Pkg's	1.65%
139	>2022	F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%
140	>2022	F150	W1S-F150 4X2 CREW	All Oem Pkg's	1.65%
141	>2022	F150	W1T-F150 4X4 CREW	All Oem Pkg's	1.65%
142	>2022	F150	X1C-F150 4X2 S/C	All Oem Pkg's	1.65%
143	>2022	F150	X1E-F150 4X4 S/C	All Oem Pkg's	1.65%
>2022 Bronco Full Size					
145	>2022	Bronco Full Size	E5A-BRONCO 2DR 4X4	All Oem Pkg's Excluding SVT	1.65%
146	>2022	Bronco Full Size	E5B-BRONCO 4DR 4X4	All Oem Pkg's Excluding SVT	1.65%
147	>2022	Bronco Full Size	E5C-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
148	>2022	Bronco Full Size	E5D-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
149	>2022	Bronco Full Size	E5E-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
150	>2022	Bronco Full Size	E5F-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
151	>2022	Bronco Full Size	E5G-2 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
152	>2022	Bronco Full Size	E5H-4 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
153	>2022	Bronco Full Size	E5J-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
>2022 Maverick Pickup					
155	>2022	Maverick Pickup	W8E-MAVERICK FWD	All Oem Pkg's	1.65%
156	>2022	Maverick Pickup	W8F-MAVERICK AWD	All Oem Pkg's	1.65%
>2022 Explorer SUV					
158	>2022	Explorer SUV	K7B-4DR RWD BASE	All Oem Pkg's Excluding ST	1.65%
159	>2022	Explorer SUV	K7D-4DR RWD XLT	All Oem Pkg's Excluding ST	1.65%
160	>2022	Explorer SUV	K7F-4DR RWD LIMITED	All Oem Pkg's Excluding ST	1.65%
161	>2022	Explorer SUV	K7G-4DR RWD ST	All Oem Pkg's Excluding ST	1.65%
162	>2022	Explorer SUV	K7H-4DR RWD PLTNM	All Oem Pkg's Excluding ST	1.65%
163	>2022	Explorer SUV	K7K-4DR RWD ST-LINE	All Oem Pkg's Excluding ST	1.65%
164	>2022	Explorer SUV	K7L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
165	>2022	Explorer SUV	K8B-4DR 4WD BASE	All Oem Pkg's Excluding ST	1.65%
166	>2022	Explorer SUV	K8D-4DR 4WD XLT	All Oem Pkg's Excluding ST	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
167	>2022	Explorer SUV	K8F-4DR 4WD LIMITED	All Oem Pkg's Excluding ST	1.65%
168	>2022	Explorer SUV	K8G-4DR 4WD ST	All Oem Pkg's Excluding ST	1.65%
169	>2022	Explorer SUV	K8H-4DR 4WD PLTNM	All Oem Pkg's Excluding ST	1.65%
170	>2022	Explorer SUV	K8J-4DR 4WD TMBLINE	All Oem Pkg's Excluding ST	1.65%
171	>2022	Explorer SUV	K8K-4DR 4WD ST-LINE	All Oem Pkg's Excluding ST	1.65%
172	>2022	Explorer SUV	K8L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
	>2022	Transit Van			
174	>2022	Transit Van	E1C-MR CARGO RWD	All Oem Pkg's	1.65%
175	>2022	Transit Van	E1D-MR CREW RWD	All Oem Pkg's	1.65%
176	>2022	Transit Van	E1Y-LR CARGO RWD	All Oem Pkg's	1.65%
177	>2022	Transit Van	E1Z-LR CREW RWD	All Oem Pkg's	1.65%
178	>2022	Transit Van	E2C-MR CARGO AWD	All Oem Pkg's	1.65%
179	>2022	Transit Van	E2D-MR CREW AWD	All Oem Pkg's	1.65%
180	>2022	Transit Van	E2Y-LR CARGO AWD	All Oem Pkg's	1.65%
181	>2022	Transit Van	E9Z-LR CREW AWD	All Oem Pkg's	1.65%
182	>2022	Transit Van	F1P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
183	>2022	Transit Van	F1Y-LR CARGO RWD	All Oem Pkg's	1.65%
184	>2022	Transit Van	F1Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
185	>2022	Transit Van	F2P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
186	>2022	Transit Van	F2Y-LR CARGO AWD	All Oem Pkg's	1.65%
187	>2022	Transit Van	F2Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
188	>2022	Transit Van	F4U-HR CARGO AWD	All Oem Pkg's	1.65%
189	>2022	Transit Van	F4V-HR CREW RWD	All Oem Pkg's	1.65%
190	>2022	Transit Van	F4W-HR CREW AWD	All Oem Pkg's	1.65%
191	>2022	Transit Van	F4X-HR CARGO RWD	All Oem Pkg's	1.65%
192	>2022	Transit Van	F5X-HR CARGO RWD	All Oem Pkg's	1.65%
193	>2022	Transit Van	F6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
194	>2022	Transit Van	F6X-HR CARGO AWD	All Oem Pkg's	1.65%
195	>2022	Transit Van	F6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
196	>2022	Transit Van	F7C-MR CARGO RWD	All Oem Pkg's	1.65%
197	>2022	Transit Van	F7X-HR CARGO RWD	All Oem Pkg's	1.65%
198	>2022	Transit Van	F8C-MR CARGO AWD	All Oem Pkg's	1.65%
199	>2022	Transit Van	F8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
200	>2022	Transit Van	F8X-HR CARGO AWD	All Oem Pkg's	1.65%
201	>2022	Transit Van	F8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
202	>2022	Transit Van	R1C-MR CARGO RWD	All Oem Pkg's	1.65%
203	>2022	Transit Van	R1D-MR CREW RWD W	All Oem Pkg's	1.65%
204	>2022	Transit Van	R1V-HR CREW RWD W	All Oem Pkg's	1.65%
205	>2022	Transit Van	R1X-HR CARGO RWD	All Oem Pkg's	1.65%
206	>2022	Transit Van	R1Y-LR CARGO RWD	All Oem Pkg's	1.65%
207	>2022	Transit Van	R1Z-LR CREW RWD	All Oem Pkg's	1.65%
208	>2022	Transit Van	R2C-MR CARGO AWD	All Oem Pkg's	1.65%
209	>2022	Transit Van	R2D-MR CREW AWD	All Oem Pkg's	1.65%
210	>2022	Transit Van	R2V-HR CREW AWD	All Oem Pkg's	1.65%
211	>2022	Transit Van	R2X-HR CARGO AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
212	>2022	Transit Van	R2Y-LR CARGO AWD	All Oem Pkg's	1.65%
213	>2022	Transit Van	R2Z-LR CREW AWD	All Oem Pkg's	1.65%
214	>2022	Transit Van	R3U-HR CARGO AWD	All Oem Pkg's	1.65%
215	>2022	Transit Van	R3X-HR CARGO RWD	All Oem Pkg's	1.65%
216	>2022	Transit Van	R5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
217	>2022	Transit Van	R5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
218	>2022	Transit Van	R7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
219	>2022	Transit Van	R7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
220	>2022	Transit Van	S4U-HR CARGO AWD	All Oem Pkg's	1.65%
221	>2022	Transit Van	S4V-HR CREW RWD	All Oem Pkg's	1.65%
222	>2022	Transit Van	S4W-HR CREW AWD	All Oem Pkg's	1.65%
223	>2022	Transit Van	S4X-HR CARGO RWD	All Oem Pkg's	1.65%
224	>2022	Transit Van	S6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
225	>2022	Transit Van	S6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
226	>2022	Transit Van	S8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
227	>2022	Transit Van	S8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
228	>2022	Transit Van	U4X-HR PASS XL RWD	All Oem Pkg's	1.65%
229	>2022	Transit Van	U5X-HR PASS XL AWD	All Oem Pkg's	1.65%
230	>2022	Transit Van	U6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
231	>2022	Transit Van	U6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
232	>2022	Transit Van	U8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
233	>2022	Transit Van	U8U-HR CARGO AWD	All Oem Pkg's	1.65%
234	>2022	Transit Van	U8X-HR CARGO RWD	All Oem Pkg's	1.65%
235	>2022	Transit Van	U8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
236	>2022	Transit Van	W1D-MR CREW RWD	All Oem Pkg's	1.65%
237	>2022	Transit Van	W1V-HR CREW RWD	All Oem Pkg's	1.65%
238	>2022	Transit Van	W1X-HR CARGO RWD	All Oem Pkg's	1.65%
239	>2022	Transit Van	W1Y-LR CARGO RWD	All Oem Pkg's	1.65%
240	>2022	Transit Van	W1Z-LR CREW RWD	All Oem Pkg's	1.65%
241	>2022	Transit Van	W2C-MR CARGO AWD	All Oem Pkg's	1.65%
242	>2022	Transit Van	W2D-MR CREW AWD	All Oem Pkg's	1.65%
243	>2022	Transit Van	W2V-HR CREW AWD	All Oem Pkg's	1.65%
244	>2022	Transit Van	W2X-HR CARGO AWD	All Oem Pkg's	1.65%
245	>2022	Transit Van	W2Y-LR CARGO AWD	All Oem Pkg's	1.65%
246	>2022	Transit Van	W2Z-LR CREW AWD	All Oem Pkg's	1.65%
247	>2022	Transit Van	W3U-HR CARGO AWD	All Oem Pkg's	1.65%
248	>2022	Transit Van	W3X-HR CARGO RWD	All Oem Pkg's	1.65%
249	>2022	Transit Van	W4X-HR PASS XL RWD	All Oem Pkg's	1.65%
250	>2022	Transit Van	W4Z-MR PASS XL RWD	All Oem Pkg's	1.65%
251	>2022	Transit Van	W5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
252	>2022	Transit Van	W5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
253	>2022	Transit Van	W7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
254	>2022	Transit Van	W7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
255	>2022	Transit Van	W9C-MR CARGO RWD	All Oem Pkg's	1.65%
256	>2022	Transit Van	X2C-MR PASS XL RWD	All Oem Pkg's	1.65%
257	>2022	Transit Van	X2X-HR PASS XL RWD	All Oem Pkg's	1.65%
258	>2022	Transit Van	X2Y-LR PASS XL RWD	All Oem Pkg's	1.65%
259	>2022	Transit Van	X9C-MR PASS XL AWD	All Oem Pkg's	1.65%
260	>2022	Transit Van	X9X-HR PASS XL AWD	All Oem Pkg's	1.65%
261	>2022	Transit Van	X9Y-LR PASS XL AWD	All Oem Pkg's	1.65%
	>2022	Edge Suv			

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
263	>2022	Edge Suv	K3G-EDGE FWD-SE	All Oem Pkg's	1.65%
264	>2022	Edge Suv	K3J-EDGE FWD-SEL	All Oem Pkg's	1.65%
265	>2022	Edge Suv	K3K-EDGE FWD-TITAN	All Oem Pkg's	1.65%
266	>2022	Edge Suv	K4A-EDGE AWD-ST	All Oem Pkg's	1.65%
267	>2022	Edge Suv	K4G-EDGE AWD-SE	All Oem Pkg's	1.65%
268	>2022	Edge Suv	K4J-EDGE AWD-SEL	All Oem Pkg's	1.65%
269	>2022	Edge Suv	K4K-EDGE AWD-TITAN	All Oem Pkg's	1.65%
>2022 Transit Connect					
271	>2022	43-TRAN CONNCT WAG	E8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
272	>2022	43-TRAN CONNCT WAG	E8G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
273	>2022	43-TRAN CONNCT WAG	E9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
274	>2022	43-TRAN CONNCT WAG	E9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
275	>2022	43-TRAN CONNCT WAG	E9G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
276	>2022	43-TRAN CONNCT WAG	S8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
277	>2022	43-TRAN CONNCT WAG	S9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
278	>2022	43-TRAN CONNCT WAG	S9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
>2022 Escape SUV					
280	>2022	45-ESCAPE	U0B-SE FHEV FWD	All Oem Pkg's	1.65%
281	>2022	45-ESCAPE	U0C-SEL FHEV FWD	All Oem Pkg's	1.65%
282	>2022	45-ESCAPE	U0D-TIT FHEV FWD	All Oem Pkg's	1.65%
283	>2022	45-ESCAPE	U0E-PHEV FWD	All Oem Pkg's	1.65%
284	>2022	45-ESCAPE	U0F-BASE FWD	All Oem Pkg's	1.65%
285	>2022	45-ESCAPE	U0G-ACTIVE FWD	All Oem Pkg's	1.65%
286	>2022	45-ESCAPE	U0H-SEL FWD	All Oem Pkg's	1.65%
287	>2022	45-ESCAPE	U0J-PLATINUM FWD	All Oem Pkg's	1.65%
288	>2022	45-ESCAPE	U0K-SEL PHEV FWD	All Oem Pkg's	1.65%
289	>2022	45-ESCAPE	U0L-TIT PHEV FWD	All Oem Pkg's	1.65%
290	>2022	45-ESCAPE	U9B-SE FHEV AWD	All Oem Pkg's	1.65%
291	>2022	45-ESCAPE	U9C-SEL FHEV AWD	All Oem Pkg's	1.65%
292	>2022	45-ESCAPE	U9D-TIT FHEV AWD	All Oem Pkg's	1.65%
293	>2022	45-ESCAPE	U9F-BASE AWD	All Oem Pkg's	1.65%
294	>2022	45-ESCAPE	U9G-ACTIVE AWD	All Oem Pkg's	1.65%
295	>2022	45-ESCAPE	U9H-SEL AWD	All Oem Pkg's	1.65%
296	>2022	45-ESCAPE	U9J-PLATINUM AWD	All Oem Pkg's	1.65%
>2022 Police Vehicles					
298	>2022	Police SUV	K8A-4DR AWD POLICE	All Oem Pkg's	1.65%
299	>2022	Police F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%

Tab 4: Part 2, AMO percent Markup

AMO ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
Note (1): Package Discounts will be listed as a single line item on quote, when available. Parts freight added at true cost as single line item on quote per bid instructions. Note (2): If Brand not listed, AMO ceiling price to be less than category's maximum % listed below, call dealer.				
1	CRANES	Auto Crane	13%	
2	CRANES	Stellar	13%	
3	CRANES	Liftmoore	13%	
4	CRANES	Venturo	13%	
5	CRANES	Tiger	14%	
6	CRANES	VMAC	14%	
7	Machines	Vanair	14%	
8	Machines	Boss	14%	
9	Machines	CAS	14%	
10	Machines	American Hydraulic	14%	
11	Machines	VMAC	14%	
12	Machines	Wachs	14%	
13	Machines	Cues	14%	
14	Machines	Muncie	14%	
15	Machines	Chelsea	14%	
16	Service Body	Knapheide	14%	
17	Service Body	CM	14%	
18	Service Body	Godwin	14%	
19	Service Body	Crysteel	14%	
20	Service Body	Rugby	14%	
21	Service Body	Blue Ridge	14%	
22	Service Body	Duraclass- Brand FX	14%	
23	Service Body	Stellar- Hooklift	14%	
24	Service Body	Switch N Go	14%	
25	Service Body	Venco	14%	
26	Service Body	TPL- Lube Body & Skids	14%	
27	Service Body	Reading	14%	
28	Service Body	Palfinger	19%	
29	Service Body	Dakota Body	14%	
30	Service Body	Auto Crane	14%	
31	Service Body	Terex	30%	Extended Lead time
32	Service Body	Peterson	34%	Extended Lead time
33	Service Body	Altec	34%	Extended Lead time
34	DogBody	Mavron	22%	
35	DogBody	Bowie International	20%	Extended Lead time
36	LIFTGATES	Tommy Gate	18%	
37	LIFTGATES	Waltco Liftgate	18%	
38	LIFTGATES	Maxon Liftgates	18%	
39	LIFTGATES	Dhollandia Liftgates	18%	
40	LIFTGATES	Anteo Liftgates	18%	
41	LIFTGATES	Thieman Liftgates	18%	
42	LIFTGATES	Theiman	18%	
43	Accessory	Buyers Products	29%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
44	Accessory	UWS	29%	
45	Accessory	Curt	29%	
46	Accessory	Betterbuilt	29%	
47	Accessory	Enpak/Miller	29%	
48	Accessory	US Tarp	29%	
49	Accessory	Chelsea	29%	
50	Accessory	Muncie	29%	
51	Accessory	Decked	29%	
52	Accessory	Kussmall	29%	
53	Accessory	Tigertough	29%	
54	Accessory	Warn	29%	
55	Accessory	Weatherguard	29%	
56	Accessory	Roll n Lock	29%	
57	Accessory	Retrax	29%	
58	Accessory	ARE	29%	
59	Accessory	Ranch	29%	
60	Accessory	Century	29%	
61	Accessory	LineX	29%	
62	Accessory	Toff Brand	29%	
63	Accessory	Aerovoe	29%	
64	Accessory	Amerex	29%	
65	Accessory	Keystone Automotive	29%	
66	Accessory	Meyer Distributing	29%	
67	Accessory	Wanco (Arrow/Message Boards) Speed Trailers	29%	
68	Accessory	Bak Flip	29%	
69	Accessory	Cargo Glide	29%	
70	Accessory	JBC Safety: Traffic Safety Products	29%	
71	VAN BODY	Rockport	14%	
72	VAN BODY	Complete Van Body	14%	
73	VAN BODY	Conyers Mfg.	14%	
74	VAN BODY	Supreme Corporation	14%	
75	VANS	Masterack	22%	
76	VANS	Legend	22%	
77	VANS	Kargo Master	22%	
78	VANS	Prime Design	22%	
79	VANS	Weatherguard	22%	
80	VANS	Ranger	22%	
81	AERIAL	Duralift Aerial Devices	22%	Package Disc available
82	AERIAL	Axion Aerial Devices	22%	Package Disc available
83	AERIAL	Challenger Aerial Devices	22%	Package Disc available
84	AERIAL	ALTEC	33%	Package Disc available
85	AERIAL	Stamm Mfg	24%	Package Disc available
86	LIGHTING	Trafcon Signals	20%	
87	LIGHTING	WHELEN	20%	
88	LIGHTING	Soundoff	20%	
89	LIGHTING	Brookings	20%	
90	LIGHTING	Metra	20%	
91	LIGHTING	Code 3	20%	

AMO ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
92	LIGHTING	hg2	20%	
93	LIGHTING	Unity	20%	
94	LIGHTING	Streamlight	20%	
95	LIGHTING	Ecco	20%	
96	LIGHTING	SpeedTech	20%	
97	LIGHTING	Bayco	20%	
98	LIGHTING	Able 2 Products	20%	
99	LIGHTING	Go Light	20%	
100	LIGHTING	Maxxima	20%	
101	LIGHTING	Star	20%	
102	LIGHTING	Pelican Products	20%	
103	LE DEVICE	Phillips Aed's	20%	
104	LE DEVICE	Zoll Aed's	20%	
105	LE DEVICE	Watchguard	20%	
106	LE DEVICE	Digital Ally	20%	
107	LE DEVICE	Mag light	20%	
108	LE DEVICE	Stalker	20%	
109	LE DEVICE	AceK9	20%	
110	LE DEVICE	Panasonic	20%	
111	LE DEVICE	Intermotive	20%	
112	LE DEVICE	Dell	20%	
113	LE DEVICE	Angel Armor	20%	
114	LE DEVICE	Brother Printers and Accessories	20%	
115	LE DEVICE	ISBI Window Ballistics	20%	
116	LE DEVICE	Zebra printers and Tablets	20%	
117	LE DEVICE	Tremco	20%	
118	LE DEVICE	Santa Cruz	20%	
119	LE DEVICE	Big Sky Gun Racks	20%	
120	LE Metal	Gamber Johnson	20%	
121	LE Metal	Havis	20%	
122	LE Metal	Pro-Gard	20%	
123	LE Metal	Setina	20%	
124	LE Metal	Troy	20%	
125	LE Metal	Jotto	20%	
126	LE Metal	American Aluminum	20%	
127	LE Metal	Westin	20%	
128	LE Metal	GoRhino	20%	
129	LE Metal	Sterling	20%	
130	LE Metal	RanchHand	20%	
131	LE Metal	Highway Safety Products	20%	
132	LE Metal	Ram Mount	20%	
133	LE Metal	Plastix Plus	20%	
134	LE Metal	Tuffy Products	20%	
135	LE Metal	Tufloc-Esmet	20%	
136	LE Metal	Lund	20%	
137	LE Metal	Ops Products	20%	
138	LE Metal	Ray Allen K9	20%	
139	LE Metal	Laguna	20%	
140	LE Metal	LEM Solutions: Printer Mounts	20%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
141	WheelChair	Braun	15%	
142	WheelChair	Century	15%	
143	WheelChair	Mobility Works	15%	
144	WheelChair	Mathews Bus	15%	

Mileage Statement: Part 3

Per section [L] tab 4, part 3, Duval Ford will deliver all completed vehicles to BCSO at no charge, F.O.B. purchased off this agreement. For deliveries to agencies other than BCSO, Duval Ford will charge \$2 per mile from zip code 32210 to agency zip code per mileage posted on Mapquest or similar site data. This charge will include the fuel and may be achieved via motor carrier or contract driver.



Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

Tab 5: Drug Free Workplace Statement

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

DUVAL FORD does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contract Number BCSO 22-27-1.0

Bidder's Signature


9/15/22

DEALER PARTNERSHIP STATEMENT

Duval Ford, upon BCSO approval, may engage partnered dealerships for purposes of providing expedited delivery of products not currently available in inventory. When available, the transaction price will become the bid percentage submitted plus a \$400 administrative fee. In cases where the end product is an alternative brand (i.e. Dodge, Honda etc.) the partnered dealer will be named, posted and held to the terms and conditions of the BCSO contract and recognized as a transactional subcontractor of the awarded dealership. In no way will the resulting transaction between the dealer and agency be indirect, or a “brokered” sale. The transaction is original and direct between entities adhering to the Manufacturer’s franchise agreements and the manufacturer’s statement of origin is assigned directly to the end user as a new, unused, non-brokered, direct agency sale, matching the named entity on the agency purchase order, binding those entities per agency purchasing guidelines.



Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

Lowest % Markup = 56 pts
 Second Finish = 44
 Third and beyond = 0

STEP ONE: ENTER DEALER NAME AND BID %
 STEP TWO: SORT BY CLICKING SORT BUTTON ON PERCENT ASCENDING

[CATEGORY 1.0] PRICING

CLICK SORT TO SEE RANKING

Ranking: First
 Ranking: Second
 Ranking: Third
 Ranking: Fourth
 Ranking: Fifth
 Ranking: Sixth

DEALER	Enter Bidder Name	Enter Bidder % over cost for vehicles bid	RANKING
	Duval Ford	1.65	1
	Bozard	4.75	2
	No Bid	0	3
	No Bid	0	4
	No Bid	0	5
	No Bid	0	6

PROPOSAL POINTS TOOL

DEALER	DEALER	DEALER
Duval Ford	Duval Ford	Duval Ford
Bozard	Bozard	Bozard
No Bid	No Bid	No Bid
No Bid	No Bid	No Bid
No Bid	No Bid	No Bid

TAB ONE		TAB 2				TAB 3			TOTAL
EXECUTIVE SUMMARY	BUSINESS LOCATION	REFERENCES	DEM CERTIFICATION	DEALER REGISTRATION	REPRESENTATIVES & CERTIFICATION	LOCAL VENDOR AFFIDAVIT	FINANCIALS	W9	
4	3	3	4	2	2	2	3	2	
4	3	3	4	2	2	2	3	2	25
4	3	3	4	2	2	2	3	2	25
0									0
0									0
0									0
0									0

DEALER	Category 1 Points	Category 2 Points	DEALER COUNTY	Category 3 Points	Category 4 Points	Category 5 Points	TOTAL POINTS
Duval Ford	56	5	DUVAL	4	35	25	125
Bozard	44	5	ST JOHNS	4	0	20	73
No Bid	0	0	NO	0	0	0	0
No Bid	0	0	NO	0	0	0	0
No Bid	0	0	NO	0	0	0	0
No Bid	0	0	NO	0	0	0	0

STEP THREE: VALIDATE DOCUMENTS WERE RECEIVED IN NOTEBOOK TABS 1-3

STEP FIVE: CLICK COUNTY DEALER IS REGISTERED IN

STEP FOUR: CLICK YES/NO

BRADFORD COUNTY TELEGRAPH

Published Weekly
Starke, Bradford County, Florida

Before the undersigned authority personally appeared, Mary Goodge, personally known to me, who on oath says that she is the publisher's assistant of the *Bradford County Telegraph*, a weekly newspaper published in Starke, Bradford County, Florida that: **BRADFORD COUNTY SHERIFF'S Office, 945-B N. Temple Ave., Starke, FL 32091, Request for Proposal for Purchase of Motor Vehicles.** Published in said newspaper in the issue(s) of: 8/25 & 9/1/22 BCT.

Affiant further says that the said *Bradford County Telegraph* is a newspaper published in Starke, in Bradford County, Florida, and that the said newspaper has heretofore been continuously published in said Bradford County, Florida, each week and has been entered as second-class mail matter at the post office in Starke, Bradford County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement. Affiant further says that she has never paid nor promised any person, firm, or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication of said newspaper.

REQUEST FOR PROPOSAL
The Bradford County Sheriff's Office requests proposals for the purchase of motor vehicles and related vehicle components for the Fleet Management Division and it's eligible users. Deadline for sealed proposals is September 6th, 2022 @ 10:00 AM. Please email Major George Konkel (george_konkel@bradfordsheriff.org) for Proposal packets or see our website; bradfordsheriff.org
8/25 21chg 9/1-BCT


Mary Goodge, Publisher's Assistant

STATE OF FLORIDA
COUNTY OF BRADFORD

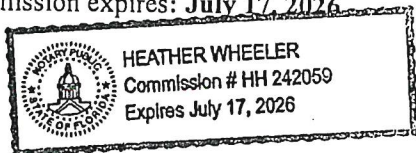
The foregoing instrument was acknowledged before me this 2nd day of September, 2022.

By: Mary Goodge who is personally known to me who did (did not) take an oath.


Notary Public - HEATHER WHEELER

STATE OF FLORIDA
My Commission expires: **July 17, 2026**

SEAL



2024 BOARD OF COMMISSIONERS MEETING SCHEDULE
Patricia Shontz Commission Chambers – City Hall, 300 Municipal Drive, Madeira Beach, FL
“All meetings & Events listed are in the Commission Chambers.”
“Meetings, dates & times are subject to change.”

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TIME</u>
Monday, November 11, 2024	VETERANS DAY OBSERVED – City Holiday	
Wednesday, November 13, 2024	BOC Regular Meeting	4:00 p.m.
Wednesday, November 13, 2024	BOC Regular Workshop Meeting <i>(date & time changed due to Thanksgiving Holidays)</i>	2:00 p.m.
Wednesday, November 20, 2024	BOC Special Meeting	6:00 p.m.
Thursday, November 28, 2024	THANKSGIVING DAY – City Holiday	
Friday, November 29, 2024	DAY AFTER THANKSGIVING DAY – City Holiday	
Candidate Qualifying Period	NOON, Monday, December 2, 2024 through NOON, Friday, December 13, 2024, <i>excluding weekends.</i> <i>(Mayor, Commissioner District 3, and Commissioner District 4) - March 11, 2025 – Municipal Election –</i> <i>BALLOT LANGUAGE DUE December 31, 2024)</i>	
Wednesday, December 11, 2024	BOC Regular Meeting	4:00 p.m.
Wednesday, December 11, 2024	BOC Regular Workshop Meeting) <i>(date changed due to Christmas and New Year’s holidays)</i>	2:00 p.m.
Tuesday, December 24, 2024	CHRISTMAS EVE – City Holiday	
Wednesday, December 25, 2024	CHRISTMAS DAY – City Holidays	
Tuesday, December 31, 2024	NEW YEAR’S EVE - City Holiday	
Wednesday, January 1, 2025	NEW YEAR’S DAY – City Holiday	

2025 BOARD OF COMMISSIONERS MEETING SCHEDULE

Patricia Shontz Commission Chambers – City Hall, 300 Municipal Drive, Madeira Beach, FL

“All meetings & Events listed are in the Commission Chambers.”

“Meetings, dates & times are subject to change.”

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TIME</u>
Wednesday, January 1, 2025	NEW YEAR’S DAY – City Holiday	
Wednesday, January 8, 2025	BOC Regular Meeting	6:00 PM
Monday, January 20, 2025	MARTIN LUTHER KING JR. DAY – City Holiday	
Wednesday, January 22, 2025	BOC Regular Workshop Meeting	6:00 PM
Wednesday, February 12, 2025	BOC Regular Meeting	6:00 PM
Monday, February 17, 2025	PRESIDENTS’ DAY – City Holiday <i>(tentatively added – to be adopted in new personnel manual)</i>	
Wednesday, February 26, 2025	BOC Regular Workshop Meeting	6:00 PM
Tuesday, March 11, 2025	Municipal Election Day	7:00 AM to 7:00 PM
Wednesday, March 12, 2025	BOC Regular Meeting	6:00 PM
Wednesday, March 19, 2025- <i>(tentative)</i>	BOC Special Meeting <i>(Induction into Office-New Commission Members)</i>	6:00 PM
Wednesday, March 26, 2025	BOC Regular Workshop Meeting	6:00 PM
Wednesday, April 9, 2025	BOC Regular Meeting	6:00 PM
Wednesday, April 23, 2025	BOC Budget Workshop #1	4:00 PM
Wednesday, April 23, 2025	BOC Regular Workshop Meeting	6:00 PM
Wednesday, May 14, 2025	BOC Regular Meeting	6:00 PM
Monday, May 26, 2025	MEMORIAL DAY – City Holiday	
Wednesday, May 28, 2025	BOC Budget Workshop #2	4:00 PM
Wednesday, May 28, 2025	BOC Regular Workshop Meeting	6:00 PM
Wednesday, June 11, 2025	BOC Regular Meeting	6:00 PM
Thursday, June 19, 2025	JUNETEENTH – City Holiday <i>(tentatively added – to be adopted in new personnel manual)</i>	
Wednesday, June 25, 2025	BOC Budget Workshop #3	4:00 PM
Wednesday, June 25, 2025	BOC Regular Workshop Meeting	6:00 PM
Friday, July 4, 2025	INDEPENDENCE DAY – City Holiday	
Wednesday, July 9, 2025	BOC Regular Meeting	6:00 PM
Wednesday, July 23, 2025	BOC Budget Workshop #4	4:00 PM
Wednesday, July 23, 2025	BOC Regular Workshop Meeting	6:00 PM

Wednesday, August 13, 2025	BOC Regular Meeting	6:00 PM
Wednesday, August 27, 2025	BOC Budget Workshop #5	4:00 PM
Wednesday, August 27, 2025	BOC Regular Workshop Meeting	6:00 PM

Monday, September 1, 2025	LABOR DAY – City Holiday	
Wednesday, September 10, 2025	BOC Special Meeting <i>(Tentative FY 2026 Millage & Budget-1st Reading & Public Hearing)</i>	5:45 PM
Wednesday, September 10, 2025	BOC Regular Meeting	6:00 PM
Wednesday, September 24, 2025	BOC Special Meeting <i>(Adoption of FY 2026 Millage & Budget-2nd Reading & Public Hearing)</i>	5:45 PM
Wednesday, September 24, 2025	BOC Regular Workshop Meeting	6:00 PM

Wednesday, October 8, 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 Meeting	4:00 PM
Wednesday, November 12, 2025	BOC Regular Workshop Meeting <i>(date change due to Thanksgiving Holidays)</i>	2:00 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 Meeting <i>(Meeting change due to Christmas & New Year’s Holidays)</i>	4:00 PM
Wednesday, December 10, 2025	BOC Regular Workshop Meeting <i>(date change due to Christmas & New Year’s Holidays)</i>	2:00 PM

Candidate Qualifying Period **NOON, Monday, December 1, 2025 through NOON, Friday, December 12, 2025, excluding weekends.**
(Commissioner District 1 and Commissioner District 2) - March 10, 2026 Municipal Election – Candidate Packets available Mon. November 3rd

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>(tentatively removed – Considered for removal in new personnel manual when adopted)</i>
Thursday, January 1, 2026	NEW YEAR’S DAY – City Holiday

**CITY CLERK'S REPORT
NOVEMBER 2024**

MARCH 11, 2025 MUNICIPAL ELECTION

Notice of the Election, Candidate Qualifying Period, and Candidate Packets are located on the City's website: - <https://madeirabeachfl.gov/march-11-2025-municipal-election/>

The Candidate Packet includes all qualifying documents and information on how to qualify. To receive a printed copy, please contact the City Clerk.

CITY OF MADIERA BEACH HISTORY – DID YOU KNOW?

- June 6, 1960, Board of Adjustment Meeting Minutes - Small Motor Car Business for Children in Madeira Beach
- November 4, 1960, Board of Adjustment Meeting Minutes - Trampoline Center for Children in Madeira Beach

MINUTES OF THE BOARD OF ADJUSTMENT
MADEIRA BEACH, FLORIDA

June 6, 1960

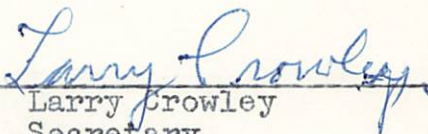
Minutes of the meeting of the Board of Adjustment of the City of Madeira Beach, Pinellas County, Florida, held in the city hall on the sixth day of June, 1960 at 7:30 p. m.

The meeting was called to order by Chairman Kirk and upon roll call the following members were present: Chairman Kirk, Members- Williams, Pestell, Skampo and Walker.

Mr. A. Scott Rowe who operates a Fruit Stand at 12907 Gulf Boulevard, Madeira Beach, requested permission to have small motor cars for children as per letter and pictures attached and made a part of these original minutes.

After a discussion, a motion was made and duly seconded by members Skampo and Walker that Mr. Rowe's request be granted. Upon roll call the vote was, ayes, Chairman Kirk, Members- Williams, Pestell, Skampo and Walker. Nays, none. Motion carried by unanimous vote.

As there was no further business, a motion was made and duly seconded by Members Williams and Walker that the meeting adjourn. All were in favor. The meeting adjourned at 8:02 p. m.



Larry Crowley
Secretary

Attachments: 3

May 27, 1960

Item 15C.

MEMO TO: Board of Adjustment:

There will be a meeting of the Board of Adjustment held in the city hall of Madeira Beach at 7:30 p. m., Monday, June 6, 1960.

This meeting will be held to consider approval of the following application for business:

"City of Madeira Beach
Madeira Beach, Florida

Sunshine Juice Bar
12907 Gulf Boulevard
Madeira Beach, Fla.

Dear Sirs:

I operate a fruit stand at the above address. Business is good while citrus fruit is in season, but at this point I necessarily look for a means of making a living during the summer (fruitless) months.

To look open and be in a position to do some business I have stocked some inflatable and other beach toys. However, I have been looking for someone to rent a portion of my land during this summer season to ease my load. Today, I met Mr. Bill Clain from Tampa who is very interested in using a portion of my land during these months for his business.

Mr. Clain's business is best described by viewing the enclosed pictures (pictures can be seen in the City Manager's office-14507 Gulf Boulevard). He has such setups at Fairyland and at various super markets. It revolves around the fact that a kid pays .25¢ for six trips around the track in a car furnished by Mr. Clain. These cars are equipped with gasoline motors, but do not have those attributes which would be objectionable. Governors keep maximum speed to between 10 and 15 miles an hour; hence, no speeding. Special mufflers keep the cars less noisy than the cars on the highway; hence, none of the hot rod noise aspect.

I am asking that you allow Mr. Clain to operate his business on my property. Just as we need more entertainment for Senior Citizens during the winter months, I feel we need more entertainment for the children during the summer months. You can believe my feeling when I say that I would be receiving only a percentage of take - I have that much confidence in the success of a summertime child's entertainment program.

Please consider this plea seriously and I do hope that you will allow us to give a try to such a venture.

Very truly yours,

A. Scott Rowe

P.S. I forgot to mention that my property is entirely black topped and enclosed with heavy anchor fencing so that all possible protection is afforded the children while driving."

Larry Crowley
Secretary
Board of Adjustment

cc: Mr. A. Scott Rowe

Sunshine Juice Bar
12907 Gulf Blvd.
Madeira Beach
May 26, 1960.

City of Madeira Beach
Madeira Beach
Florida.

Dear Sirs:

I operate a fruit stand at the above address. Business is good while citrus fruit is in season, but at this point I necessarily look for a means of making a living during the summer (fruitless) months.

To look open and be in a position to do some business I have stocked some inflatable and other beach toys. However, I have been looking for someone to rent a portion of my land during this summer season to ease my load. Today I met a Mr Bill Clain from Tampa who is very interested in using a portion of my land during these months for his business.

Mr Clain's business is best described by viewing the enclosed pictures. He has such set-ups at Fairyland and at various super-markets. It revolves around the fact that a kid pays .25 for six trips around the track in a car Mr Clain furnishes. These cars are equipped with gasoline motors, but do not have those attributes which would be objectionable. Governors keep maximum speed to between 10 and 15 miles an hour - hence no speeding. Special mufflers keep the cars less noisy than the cars on the highway - hence none of the hot rod noise aspect.

I am asking that you allow Mr Clain to operate his business on my property. Just as we need more entertainment for Senior Citizens during the winter months, I feel we need more entertainment for the children during the summer months. You can believe my feeling when I say that I would be receiving only a percentage of take - I have that much confidence in the success of a summertime child's entertainment program

Please consider this plea seriously and I do hope that you will allow us to give a try to such a venture.

Very truly yours,

A. Scott Rowe

P.S. I forgot to mention that my property is entirely black-topped and enclosed with heavy anchor fencing so that all possible protection is afforded the children while driving.



TRACK RULES
 NO KEEP EYES ON TRACK AT ALL TIMES
 NO RACING
 NO DRIVING IN CIRCLES
 NO HITTING FOLLOW TO GUIDE
 NO PUSH OR LEFT ONLY
 NO KEEP TO THE RIGHT
 NO HITTING OTHERS IN LINE
 AFTER RIDES
 A RACE CLERK WILL BE ON QUALIFY

HEY KIDS
 TELL MOM-DAD
 TO ASK THE
 MERCHANTS
 DISCO

SESSION
 10
 25
 50
 100

CLOSED SUNDAY
 COME TO FAIRLAND
 LOWMY DUBE
JUNIOR DRIVING COURSE GARAGE

DMISS
 105
 105
 105

REEVES FENCES



20-B

MINUTES OF THE BOARD OF ADJUSTMENT
MADEIRA BEACH, FLORIDA

November 4, 1960

Minutes of the Board of Adjustment of the City of Madeira Beach, Pinellas County, Florida, held in the city hall on the fourth day of November 1960, at 7:30 p. m.

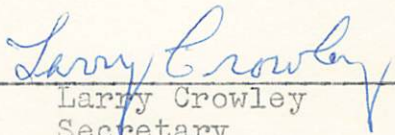
The meeting was called to order by Chairman Kirk and upon roll call the following members were present: Chairman Kirk, Members Williams, Pestell and Walker. Absent, Member Skampo.

Mr. Clarence E. Gates and Mr. Harry Donald Helm requested permission to install a Trampoline Center on the property known as Lot 3, Ellen Subdivision, Lot 22, and the S. E. half of Lot 21, Block 43, Mitchell's Beach.

They submitted a plan for the center - including two masonry buildings, one for a ticket office and the other for a rest room.

A motion was made and duly seconded by Members Williams and Pestell to allow this as outlined in the plan submitted. Upon roll call the vote was, ayes, Chairman Kirk, Members Walker, Williams, and Pestell. Nays, none. Motion carried by unanimous vote.

As there was no further business, a motion was made and duly seconded by Members Williams and Pestell that the meeting adjourn. All were in favor.



Larry Crowley
Secretary

October 27, 1960

City of Madeira Beach
Board of Adjustments
14509 Gulf Blvd
Madeira Beach, Florida

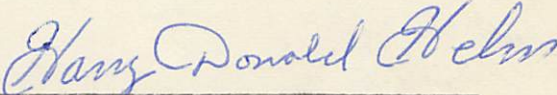
Re: Lot #3 Ellen Subdivision
Lot # 22
S.E Half Lot # 21
Block 43 Mitchells Beach

Dear Sirs:

We respectfully request an allowance to install a Trampoline Center on the property above described.

Yours very truly,


CLARENCE E. GATES

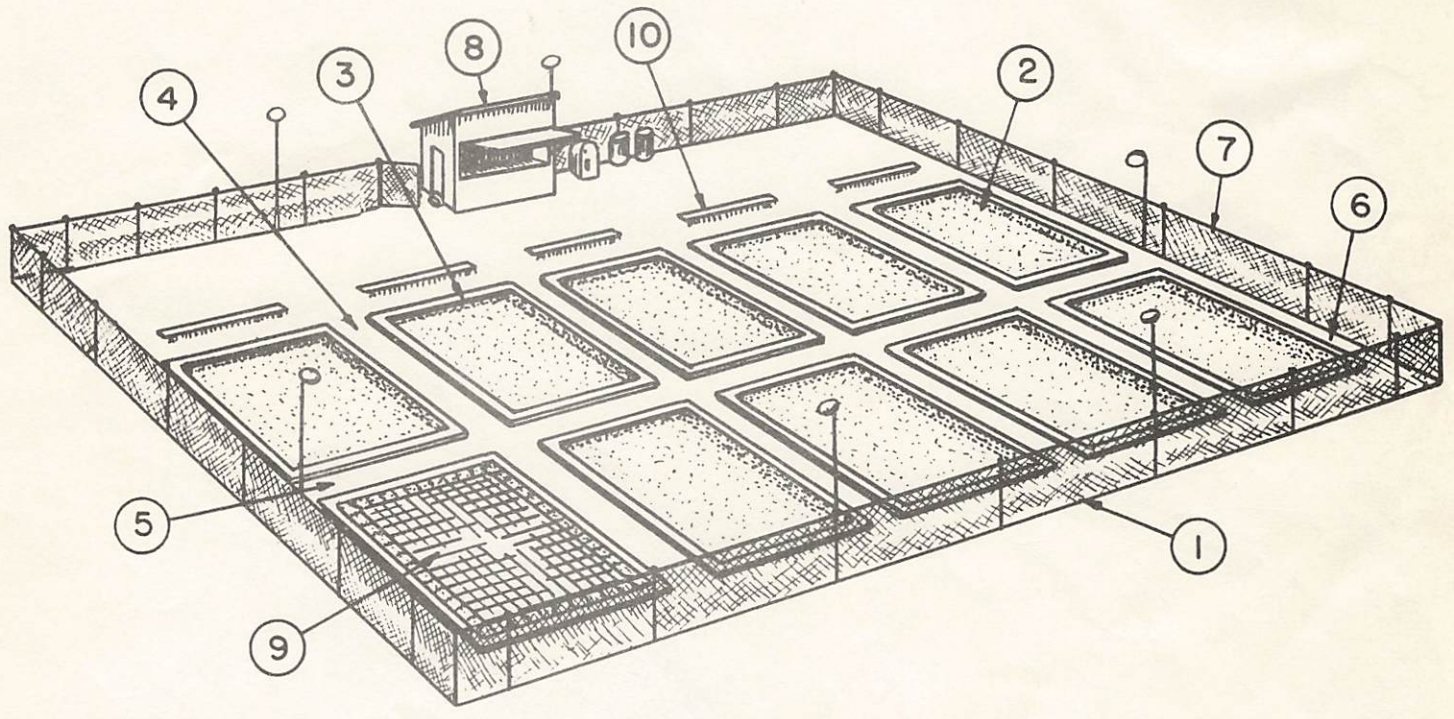

HARRY DONALD HELM



WESTERN SPRING & MFG. Co.

MANUFACTURERS OF
ALL TYPES OF COIL and FLAT SPRINGS • WIRE FORMS • LIGHT STAMPINGS
4943 EAST SLAUSON AVENUE • MAYWOOD, CALIFORNIA

MODEL TRAMPOLINE CENTER



1. Dimensions of lot: 60' x 75' approximately.
2. Size of pits: 8' 6" x 14' 6", and a minimum of 3' 6" deep.
3. Frames: 2" x 12" surrounding pits with inside dimensions that of pit.
4. Distance between frames at sides: 4' minimum.
5. Distance between frames at ends: 5' minimum.
6. Distance from frames to fence: 5' minimum.
7. Fence: 5' chain link.
8. Building: 4' x 7'.
9. Trampolines rest on frames and may be bolted down.
10. Benches.

P. E. Madsen
H. E. 7-16-30
9266 - Museum house N.E.
St. Paul

Nov 4th 7:30
Board of Adjustment
Lang 6:00

October 27, 1960

MEMO TO: Board of Adjustment:

There will be a meeting of the Board of Adjustment held in the city hall of Madeira Beach on Friday, November 4, 1960, at 7:30 p. m.

Mr. Clarence C. Gates and Mr. Harry D. Helm have requested permission to install a Trampoline Center on the property known as: Lot 3, Ellen Subdivision, Lot 22, S. E. half of Lot 21, Block 43, Mitchell's Beach.

They have submitted a diagram of the proposed Trampoline Center.

Larry Crowley
Secretary

cc: Mr. Clarence C. Gates

October 10, 1960

Mr. Raymond H. Pestell
649 Normandy Road
Madeira Beach, Florida

Dear Mr. Pestell:

This is to notify you that the Commission of the City of Madeira Beach, at their regular meeting held October 4, 1960, reappointed you to serve another three year term on the Board of Adjustment.

We are happy to have you remain on the board and we wish to express our sincere appreciation for the service you rendered in the past.

Sincerely yours,

CITY OF MADEIRA BEACH

Harry P. Palmer
City Manager

HPP:ef

October 10, 1960

Dr. Richard T. Kirk
825 Bay Point Drive
Madeira Beach, Florida

Dear Dr. Kirk:

This is to notify you that the Commission of the City of Madeira Beach, at their regular meeting held October 4, 1960, reappointed you to serve another three year term on the Board of Adjustment.

We are happy to have you remain on the board and we wish to express our sincere appreciation for the service you rendered in the past.

Sincerely yours,

CITY OF MADEIRA BEACH

Harry P. Palmer
City Manager

HPP:ef