



**BOARD OF COMMISSIONERS  
REGULAR MEETING AGENDA  
Wednesday, May 14, 2025 at 6:00 PM  
Commission Chambers, 300 Municipal Drive,  
Madeira Beach, FL 33708**

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

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- 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**
  - A. National Safe Boating Week; May 17-23, 2025**
- 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.](#) 03/26/2025, BOC Budget Workshop Meeting Minutes
- [B.](#) 03/26/2025, BOC Regular Workshop Meeting Minutes
- [C.](#) 04/02/2025, BOC Regular Meeting Minutes
- [D.](#) 04/16/2025, BOC Budget Workshop Meeting Minutes
- [E.](#) 04/16/2025, BOC Regular Workshop Meeting Minutes

## **9. CONSENT AGENDA**

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

- [A.](#) ITB 25-05 Area 3 Roadway & Drainage Improvement Project Approval
- [B.](#) Joint Participation Agreement with Pinellas County for Area 3 Roadway and Drainage Improvement Project
- [C.](#) Interlocal Agreement for Storm Debris Management Site utilization
- [D.](#) Amendment to Kimley-Horn Agreement for the Master Plan

## **10. PUBLIC HEARINGS**

- [A.](#) Ordinance 2025-13, Fee Manual Update - 1st Reading and Public Hearing

## **11. UNFINISHED BUSINESS**

## **12. CONTRACTS/AGREEMENTS**

- [A.](#) City of Madeira Beach Fire Station Settlement Agreement Approval

## **13. NEW BUSINESS**

- [A.](#) Resolution 2025-02, BOC Policy Handbook
- [B.](#) Resolution 2025-03, Pinellas County 2025 Local Mitigation Strategy (LMS)

## **14. AGENDA SETTING (May 28, 2025 BOC Regular Workshop)**

- A.** Resolution 2025-04, Adopting Ceremonial Items Policy
- B.** Johns Pass Dredging Update
- C.** Snack Shack Agreement
- D.** Grantworks Agreement

- E. Interlocal Agreement Between Pinellas County and Local Governments for Multimodal Impact Fee Coordination
- F. Impact Fees (Jerry Murphy)
- G. Post-Hurricane Update - Recovery, Rebuild, Permitting, FEMA, FDEM
- H. Emergency Operations Plan (Resolution 2025-05)
- I. ITB 25-06, Boca Ciega Street End Project - Award Recommendation
- J. ITB 25-07, Military Court of Honor Project - Award Recommendation
- K. City Fitness Center

## **15. REPORTS/CORRESPONDENCE**

- A. Board of Commissioners - 2025 BOC Meeting Schedule
- B. Board of Commissioners - 2025 BOC Meetings Report, January 1, 2025 - April 30, 2025
- C. City Attorney
- D. City Clerk's Report - May 2025
- E. City Manager

## **16. RESPOND TO PUBLIC COMMENTS/QUESTIONS**

## **17. ADJOURNMENT**

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

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



**PROCLAMATION**  
**National Safe Boating Week**  
**May 17 – May 23, 2025**

For nearly 90 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling, and fishing. During National Safe Boating Week, we want to bring special attention to this pastime and remind recreational boaters of a few tips to ensure that they and their loved ones are safe and responsible while exploring our nation's waterways.

Proper planning for a day of boating begins even before leaving home and getting a free vessel safety check, taking a safe boating course at the beginning of the boating season, filing a float plan with a trusted family member or friend, and checking the weather before boating are key steps to enjoy boating. Everyone should always wear a U.S. Coast Guard-approved life jacket while boating. Drowning remains the number one cause of death for recreational boaters each year, and most drowning victims in recreational boating accidents are not wearing a life jacket. Safe and responsible boating includes never operating a boat while under the influence of drugs or alcohol and knowing basic navigation rules.

National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters to have a safer, more fun experience out on the water.

**Whereas**, on average, 700 people die each year in boating-related accidents in the U.S.; approximately three-fourths of these are fatalities caused by drowning. The vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

**Whereas**, a significant number of boaters who lose their lives by drowning would be alive today had they worn their life jacket; and

**Whereas**, to combat these statistics, the National Safe Boating Council, in partnership with the U.S. Coast Guard and the National Association of State Boating Law Administrators, will launch the annual North American Safe Boating Campaign during National Safe Boating Week. The Campaign is designed to reach more than 70 million boaters around North America and communicates this year's life-saving message: Boat Smart. Boat Safe. Wear It: and

**Now, Therefore**, I, Anne-Marie Brooks, Mayor of the City of Madeira Beach, Florida do hereby support the goals of the North American Safe Boating Campaign and proclaim May 17-23, 2025 as National Safe Boating Week and urge all boaters to Boat Smart, Boat Safe, and Wear it. Proclaimed this 14<sup>th</sup> day of May 2025.

\_\_\_\_\_  
 Anne-Marie Brooks, Mayor  
 City of Madeira Beach, Florida





**MINUTES**  
**BOARD OF COMMISSIONERS**  
**BUDGET WORKSHOP MEETING**  
**MARCH 26, 2025**  
**4:00 P.M.**

The City of Madeira Beach Board of Commissioners held a budget workshop meeting at 4:00 p.m. on March 26, 2025 in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

**MEMBERS ABSENT:** None

**CHARTER OFFICERS PRESENT:** Robin Gomez, City Manager  
Clara VanBlargan, City Clerk  
Thomas Trask, City Attorney

**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

**3. PUBLIC COMMENT**

There were no public comments.

**4. DISCUSSION ITEMS**

**A. FY 2026 Budget Workshop #1**

City Manager Robin Gomez reviewed the item and said they must adopt a balanced budget.

**1. 5-Year Capital Improvement Plan Initial Discussion**

The Snack Shack Facility item can be disregarded and will be removed from the budget.

Commissioner Ghovae asked when they will start earning revenue again on the parking lot at Archibald Park. The City Manager said he had examined the work going on and they should be up and running in about two weeks. The restrooms will also be working.

Mayor Brooks asked if they could recoup the milling and resurfacing costs of the Archibald Park parking lot from FEMA. The City Manager said it would be submitted.

Commissioner Ghovae asked why they have to defer the military honor court so far into the future. The City Manager said it could be finished this fiscal year, but if not, they would carry the funding into the next fiscal year.

The City Manager said the majority of the capital budget for the next fiscal year will go toward road resurfacing under the Stormwater Fund.

Vice Mayor Kerr asked if they were applying for funding for the street improvements. Public Works Director Megan Wepfer said they applied for \$5.2 million through the Florida Department of Commerce. They did not feel confident the road projects would be considered with their grant, so they are applying everywhere they can.

## 2. EOG DOGE Letter to Local Officials

The City Manager said in the letter that they asked if the City had any financial emergencies. They will send a letter to the governor's executive office in response. The City is audited every year and has not had any of them. They are in good financial status for their City and will continue to do so. If they come and audit, they welcome it and will do whatever they need to comply.

The City Manager said one of the biggest decisions to be made regarding the budget is the millage rate.

The City Manager said the property appraiser lists refund amounts that appear lower than anticipated. The City's impact will appear less, and he hopes to have more information at the April 16th workshop. The credits applied to the future property tax distributions will not significantly impact the budget.

Director Wepfer said fewer than a dozen residents applied for the reduction in sanitation fees, and none qualified.

The City Manager said they are not collecting the revenue from the permit fees, so there will be little impact.

Mayor Brooks asked if there is a system in place to identify the properties that have changed hands so that the new owners doing the remodels are being charged. The City Manager said yes. The Mayor asked if they were going to bill for those who were able to get permits without paying. The City Manager said they would assess the fees.

The City Manager said they issued 117 full demo permits, of which about 50 have been demolished. They reassess the property value about January 15<sup>th</sup> of each year. If there are 50 properties, there should not be that much of an impact. They will not see that until about January 2027. Going forward, they should not see as much impact as originally thought.

The City Manager said that once they reopen the Archibald parking lot, they will be back to recovering revenue for 110 spaces. Then, the Tom and Kitty Stuart parking lot will still be left to reopen. Since they raised the hourly rate in October from \$3 to \$4, they almost collected the same revenue in February 2025 as in February 2024.

Residents have asked what type of audits the City has. It has an annual external financial audit. Each department is responsible for making sure it is complying and not wasting money. It does not have an internal audit function, as that would be expensive. The finance department constantly monitors it.

Vice Mayor Kerr said it is disturbing to hear that people are selling their homes after pulling the permits. Mayor Brooks clarified that properties have been sold, and the new buyers got permits and were not charged. The new buyers have taken advantage of paying no permit fees. There was no system in place to capture that revenue.

Mayor Brooks said that in order to sell and get the best market value for the house, the new owners must prove that they can do the remodel.

Commissioner Ghovae asked if there are any plans for beach cleanup. When he walks the beach, he sees a lot of dilapidated debris on the water's edge that needs to be removed. The City Manager said Public Works picks up large items Monday through Friday. Director Wepfer said they run a mechanical beach rake along the wrack line Monday through Friday from 155<sup>th</sup> Avenue to John's Pass Park. The City Manager said that once Archibald is reopened, a lot more cleanups will occur.

Commissioner Ghovae asked if he had any thoughts on where to cut some spending to let them know in the future. The City Manager said they will look at it. They will look at contracts and agreements for certain services to see what they can cut. Some donations and contributions, such as to the Chamber of Commerce, can be cut. The other thing is making sure they go out to bid more often and get lease agreements. It is always good to return to the market to find the same type of service for less.

The City Manager will bring that back to the April workshop. There are some things they need to do, and some they do not. Governments typically spend the most money on personnel rather than capital projects. The City is small and not heavy on staff. It was not fully staffed in community development until a year ago. He is looking at the building side.

The City Manager said they had deferred some capital projects and were fortunate to receive an advance from FEMA, so the reserve revenue did not have to be used. They received a \$6.4 million deposit into their bank account and used about \$3.3 million on debris removal.

Mayor Brooks said at the Big-C meeting today that she learned that our City is the only one that took the FDEM class and was the only one to get the early payment. There might be more money for them if they need it.

### 3. FY 2026 Budget Workshop & Adoption Timeline –

- Budget Workshop #2 – April 16, 2025 at 4:00 p.m.
  - Review the 5-Year Capital Improvement Plan and discuss departmental capital improvement and equipment requests
- Budget Workshop #3 – May 28, 2025 at 4:00 p.m.
  - Updated Capital Improvement Plan
  - Position Listing & Benefits Overview
- Budget Workshop #4 – June 25, 2025 at 4:00 p.m.
  - Preliminary Budget Document
- Budget Workshop #5 – July 23, 2025 at 4:00 p.m.
  - Ad valorem tax analysis
  - Preliminary Budget Book – Summary of Changes
- Budget Workshop #6 – August 27, 2025 at 4:00 p.m.
  - Tentative Budget Book – Summary of Changes
- Public Hearing #1 – September 10, 2025 at 5:45 p.m.
  - 1st reading and public hearing – Adopt FY 2026 tentative millage rate ordinance and FY 2026 tentative budget ordinance
- Public Hearing #2 – September 24, 2025 at 5:45 p.m.
  - 2nd reading and public hearing – Adopt FY 2026 millage rate ordinance and FY 2026 budget ordinance

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

## 5. ADJOURNMENT

Mayor Brooks adjourned the meeting at 4:44 p.m.

ATTEST:

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk



**MINUTES**

**BOARD OF COMMISSIONERS**  
**REGULAR WORKSHOP MEETING**  
**MARCH 26, 2025**  
**6:00 P.M.**

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

**MEMBERS ABSENT:** None

**CHARTER OFFICERS PRESENT:** Robin Gomez, City Manager  
Clara VanBlargan, City Clerk  
Thomas Trask, City Attorney

**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

**3. PUBLIC COMMENT**

There were no public comments. There were no public comments.

**4. BOARD OF COMMISSIONERS**

**A. 2025 BOC Policy Handbook**

The Board of Commissioners had no changes and consented to moving it forward to the April 2, 2025, BOC Regular Meeting for a vote. A policy for presenting a Key to the City was discussed. The Board decided to take the time to read through the information provided by the City Attorney, discuss it at a future meeting, and adopt it by a separate resolution from their handbook.

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

## **5. CITY MANAGER**

### **A. Captain Melvin Jackson, Pinellas County Sheriff's Office**

The City Manager introduced Melvin Jackson from the Pinellas County Sheriff's Office, who took Captain Mike Leiner's place following his retirement.

Captain Melvin Jackson introduced himself to the Board and said he was grateful to be back serving the citizens of Madeira Beach.

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

### **B. John's Pass Dredging**

The City Manager gave an update and responded to questions and comments from the Board.

Mayor Brooks expressed concern that there seemed to be no sense of urgency and commitment on the single largest project the City has been working on for over two and a half years. She had asked that Aptim be at the meeting so she could ask them those questions. It is easy for them to write back their responses. It just does not add up. There is no sense of urgency there. The City Manager said he will make sure it happens. He had already expressed that to them.

### **C. Gulf Beaches Public Library – FY 26 Budget Request**

The Board consented to the July 15<sup>th</sup> extension and did not think it needed a vote at the next meeting. They are at the beginning of budget season and did not feel it was an issue. The Library has plenty of time by July 15<sup>th</sup> to submit its budget.

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

### **D. City Information Dissemination - Texts**

The City Manager explained the new text program and responded to questions and comments from the Board.

The Mayor said she did not want people to opt out because they are overwhelmed with marketing information. She does not want them to go in and choose what to get text messages on because if they do not text the emergency information, people will not get it, such as post-hurricane information on what to do or what to do with the trash, etc. The information was posted on Facebook and the City's webpage, but if you do not see it right away, you can miss it if it is not at the top and the last thing posted. It should be a tool for important things and not fun things. The City Manager said they would not use it for special events or marketing information. He will make

it for emergency information when there is an urgency and immediacy to get information out. Vice Mayor Kerr said what is being distributed could always be improved upon.

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

## **6. COMMUNITY DEVELOPMENT**

### **A. Post-Hurricane Update – Recovery, Rebuild, Permitting, FEMA, FDEM**

The City Manager, Community Development Engineer Marci Forbes, and Mayor Brooks gave an update. She told about a meeting with Representative Luna's Office that she and Marci attended. They learned about a new software FEMA would use following storms and hurricanes. She looked forward to getting it. They would train locally. She sees it as software that would help the residents, and it could also trickle down to the City, and the future of the City to help the residents get through the process. Representative Luna has been great to them as a community. She looks forward to getting information from a follow-up to that meeting to share.

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

## **7. FINANCE**

### **A. Financial Overview Presentation – Through February 2025**

The City Manager presented the financial overview:

- Revenue & Expense Analysis – through February 2025
- YTD Hurricane Related Expenses
- Damage Assessment – Current Status

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

The City Manager gave the overview. They have received over \$700,000 in insurance proceeds for damages to city property and contents that need or have been replaced. Yesterday, their insurance company brought another engineering firm to examine the structure. They are waiting for the report, which should be received next week. They will discuss the report at the April workshop. The goal is to put the snack shack building back together. The insurance company stated the repairs will be covered. He responded to questions and comments from the Board.

Vice Mayor Kerr asked when they could get a ballpark summary of the revenue loss. They are applying for the 10-year no-interest loan and know what expenditures would be helpful. Many of the expenses will be covered by FEMA. The City Manager said it would be provided at the April budget workshop. The Mayor said they have seen the financial overview a couple of times at their meetings, and some of it does not look to be updated. They will know the dollars better if the updates are available.

## **8. MARINA**

## **A. City Marina**

The City Manager gave an overview. It is an enterprise fund, meaning the expenses are covered by revenue related to the marina's uses. There have been discussions concerning the uses there. Could a restaurant be there, for example, or a high and dry? The land was given to the City to remain open to the public and for public use only, mainly for marina activities. Marina Manager Brian Crabbtree said that to make any changes or get the restrictions removed from the deed, they would have to write to the Florida Governor and Cabinet for approval. If they could get that done, the better. More traffic would be at the marina, and more people would stop there. Commissioner McGeehen said writing the governor to release the restrictions would be great.

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

## **9. PUBLIC WORKS**

### **A. Public Works / Satellite Building Change Order**

Public Works Director Megan Wepfer explained that an error occurred. The architectural and structural engineering services were not included in the original approval. After the staff discussion with Pennoni, they provided a breakdown for Tasks 3 and 4, which includes both services, for an additional \$88,610.00. Funds are available in the budget to cover the change order costs. The total amount, including the \$62,050 already approved for the engineering services, is \$150,660.00.

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

Director Wepfer responded to the Board's questions and comments. The consensus was to move forward with the changes for approval.

Commissioners Tagliarini, McGeehen, and Mayor Brooks supported the change order. Vice Mayor Kerr was undecided, and Commissioner Ghovaei opposed it.

### **B. Boca Ciega Street End Project Update 3-26-2025**

Director Wepfer said due to Hurricane Helene, the project scope has changed by eliminating the driveway for the adjacent property at 134th and Boca Ciega Avenue and the parking spaces at 134th and Boca Ciega Drive. She is ready to send it out for bids and should have it out by April 4. She will have a pre-bid meeting in a couple of weeks. The FY 2024 budget had a \$150,000.00 budget. The Finance Department will add it as a budget amendment for FY2025.

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

The Board's consensus was to move forward.

### **C. Automated Side Load Garbage Truck Lease Agreement**



Director Wepfer said the Board's consensus on November 22, 2023, was to move forward with the lease with RDK Truck Sales rather than purchasing. The original 13-month lease agreement expires on May 1, 2025, and staff requests an additional 13-month extension. The agreement with RDK Truck Sales promised no downtime when the truck needed repairs. The lease is \$110,500 at \$8,500 per month, which is budgeted in the FY 2025 sanitation and rentals and leases account. It is a piggyback off the Polk County Contract 2024-030.

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

Director Wepfer responded to questions and comments from the Board.

The City Manager said the side loader's advantage is that it only requires one employee to operate it. By leasing another one, a truck will always be available if one is being maintained or repaired.

The consensus was to move forward with the 13-month lease for approval.

#### **D. Tom & Kitty Stuart Park Hurricane Update**

Director Wepfer explained the item. They are waiting on engineering services before they can put the park plan out to bid. It would probably take about four months from bid to contract issuance.

Mayor Brooks opened to public comment.

Marcus Winters, representing Caddy's, requested permission to temporarily move a section of the fence so cars could safely enter his property.

Bill Karns, William Karns Enterprises, Inc., said he built the development. It is very challenging to enter and exit the property. The fence location eliminates the ingress through Tom and Kitty Stuart Park, and it is a liability. He asked the Board to help create a safe environment for them.

Commissioner Ghovae asked if there was an existing private easement between Caddy's and the City property. The development agreement provided for a 5-foot easement to the City to allow for additional parking on the north side of the lot.

Commissioner Ghovae said the development agreement facilitated access from Gulf Boulevard through the park into Caddy's. The City Attorney said the development agreement has expired. The easement runs with the property. There was no cross-easement access agreement.

The City Manager said there is no written document giving them access.

The City Attorney said they are only asking for temporary access and do not need to provide anything long-term.

Commissioner McGeehen said they are only asking for temporary access. They work for the residents, and this is part of it. He did not have a problem moving the fence.

Commissioner Tagliarini suggested that Caddy's take responsibility for the liability if they move the fence. The City Attorney said he could draft an indemnification agreement if Caddy's take the responsibility. Mr. Winters said it was acceptable to him.

Mayor Brooks said Mr. Winters is a great partner to the City, and she does not understand why they would not sit with him and try to come up with a compromise. She was in favor of moving the fence.

Vice Mayor Kerr asked if opening it up would impede the seawall construction when it begins. Director Wepfer said she could not say yes or no. The seawall would go in first, and then they would build back the south side of the parking lot. But they still do not know if the underground utilities were affected. Vice Mayor Kerr favored moving the fence as long as the right agreement was drawn up.

The City Attorney said he would draft the indemnification agreement and get them to sign it. It did not need to come back to the Board for approval.

#### **E. Court of Honor Update**

Director Wepfer explained that the proposed project will consist of an octagon shape in the center of Patriot Park, where the middle pavilion is currently located. The materials for the project will consist of decorative concrete, a decorative construction circular ring around the point of the stars, and a five-point star consisting of stained concrete. The five-point star will have one military branch at each point, an American Flag at the center, and four benches along the exterior for patrons to sit and enjoy the space. The project is ready to be placed out to bid with the consensus to proceed as designed. There is a \$250,000 budget in FY 2025 for the project's construction. The staff recommends approval. She is open to any changes the Board would like to make.

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

Commissioners Tagliarini and McGeehan were fine with taking it out to bid.

Vice Mayor Kerr asked if there was a way to elevate it because that area is often underwater. Director Wepfer said the park was designed with retention ponds, but the area of the Court of Honor rarely goes underwater unless there is a very high tide, and the water goes over the seawall.

Director Wepfer responded to questions and comments from the Board.

The consensus of the Board was to move forward for approval.

Commissioner Ghovae asked what the width of the sidewalk at Cambria on 150th Avenue is. Director Wepfer said she thinks it is either eight or ten feet and an FDOT sidewalk. He proposed continuing the sidewalk's width into the park to make it wider to the west. The City Manager said the City does not own the sidewalk, but they could ask if the City could do it. Commissioner Ghovae said they are improving the site and should widen the sidewalk.

Mayor Brooks asked how long it would take to get an answer. Director Wepfer said a minimum of a month. The Mayor suggested putting it out to bid and adding the sidewalk after they get the cost. Commissioner Ghovae said he was okay with it. Director Wepfer said it would be problematic to widen the sidewalk because of the underground utilities.

#### **F. Archibald Park Update**

Director Wepfer said they received significant input from the public, who voted on the mural design. The one with the turtle and the palm trees won. Lucy has already started working on it.

Commissioner Ghovae asked if there was any place to put the words “Madeira Beach” on the mural. Director Wepfer said the Planning and Zoning Department [Community Development Department] told her there could not be any writing on it because it goes against the sign code. So, she added a cutout of the City Seal in the middle of the handrail on the ramp.

Director Wepfer said two laser-cut sea turtles are on the west side of the building. They will start pouring concrete for the park tomorrow. The milling and resurfacing are scheduled to begin next week. As long as they pass the final inspections, the park and restrooms should be ready to open by April 8.

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

#### **10. ADJOURNMENT**

Mayor Brooks adjourned the meeting at 9:27 p.m.

ATTEST:

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk



**MINUTES**  
**BOARD OF COMMISSIONERS**  
**REGULAR MEETING**  
**April 2, 2025**  
**6:00 p.m.**

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on April 2, 2025, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

**MEMBERS ABSENT:** None.

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

**1. CALL TO ORDER**

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

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

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

**4. APPROVAL OF THE AGENDA**

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

**ROLL CALL:**

Vice Mayor Kerr	"YES"
Commissioner Ghovae	"YES"

Commissioner McGeehen	"YES"
Commissioner Tagliarini	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

## 5. PROCLAMATIONS

Mayor Brooks read a proclamation proclaiming the 56<sup>th</sup> Annual Professional Municipal Clerks Week as May 4-10, 2025. The City Clerk accepted the proclamation.

## 6. PRESENTATIONS

There were no presentations.

## 7. PUBLIC COMMENT

There were no public comments.

## 8. APPROVAL OF MINUTES

### A. 2025-03-12, BOC Regular Meeting Minutes

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

#### ROLL CALL:

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

The motion carried 5-0.

## 9. CONSENT AGENDA

There were no consent agenda items.

## 10. PUBLIC HEARINGS

### A. Ordinance 2025-01, New Personnel Policy – 2nd Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-01 by title only:

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## ORDINANCE 2025-01

### AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A NEW PERSONNEL POLICY; REPEALING ORDINANCE 2019-13; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney said the ordinance includes the changes made at the meeting on March 12. His partner, Rob Eschenfelder, was present to address any concerns of the Board.

Mayor Brooks said there was no public in the audience for public comment.

Vice Mayor Kerr asked if the changes made were highlighted in red. Attorney Eschenfelder said the changes were not made with underlines and strikeouts. He explained the changes as follows:

- On-Call Status – He provided that exempt employees are ineligible for overtime. In the document, he combined IV.C.4, a. and c. The "ineligible for status" language was left because the policy should be clear that an FLSA exempt employee can never be on call, as that term is used for FLSA compensation requirements. The Commission needs to understand that under the FLSA, nonexempt employees are required to be paid for all hours worked and must be paid a premium rate for overtime. They also must be compensated for the time they spend on call waiting to be called to work if such time is spent for the employer's benefit.

Exempt employees are not entitled by law to compensation in excess of their regular salaries, even for on-call time. Under the FLSA, exempt employees must be paid on a salary basis, not hourly. FLSA's regulations provide that additional compensation besides the salary is not inconsistent with the salary basis payment. However, such additional compensation could be a one-time performance bonus for an exceptional project completed.

Payment of exempt employees based on the number of hours they work or are on call typically violates the act's salary basis test. Therefore, awarding exempt employees extra pay, such as on-call pay, could lead to loss of an employee's exempt status and, by extension, to liability to the employer for back overtime pay under the FLSA's two-year lookback period.

- Floating Holidays – They wanted to change the calendar year to a fiscal year. The edit was made.
- Vacation Provision – The Board wanted to change the calendar year to fiscal year and remove the sentence after the chart, "Vacation leave must be used by December 31 of each year." The edits were made.

The Mayor had shared with him that an additional edit was needed to make it consistent with the Board's intent in VII, A, paragraph 3, that accumulated vacation leave will be tracked by payroll. There was a sentence, "If employees do not use their vacation by the end of the calendar year, they shall forfeit their remaining unused leave." That should also have come out. With the Board's motion to approve, that change will be made.

- Degree Program - They wanted to change the reimbursement from 80% to 100%. That edit was made.

Vice Mayor Kerr said he was okay with the clarity on the exempt vs. non-exempt. They talked about changing the calendar year to a fiscal year. He asked if that was what they wanted to do. Mayor Brooks and Commissioner Tagliarini said that was their understanding.

Mayor Brooks said they did not receive the revised personnel policy until that day, so she was unsure if everyone had time to read the comments. She disagreed with the comment regarding allowing the City Manager to determine how long someone would be required to work for the City if the City paid their tuition. She disagreed because the City Manager could show bias or favoritism. He might require one to work one year and someone else three or five years. As a compromise to that and to be a better option, if someone got a bachelor's degree, they would be required to work three years and five years for a master's degree, regardless of who they are. She asked if they could vote to change it now or leave it at one year the way it is written, and the Board will discuss it later and then come back and approve it. Also, since they did not receive the final until today, the City Clerk's office was going through it today and found different things where verbiage was used that might conflict with the city charter, which are not necessarily hugely consequential. Attorney Eschenfelder had given her a brief explanation during their conversation. She asked if they voted on it today, could they still bring it to a workshop along with all the input from the City Clerk's office so that they could address those regarding being consistent with the City Charter. They would just be wordsmithing some things with the charter.

Attorney Eschenfelder said they could do that. It was a multi-year project, and they wanted to get it done. They could adopt the three ordinances tonight. The City Clerk had not shared any comments with him, so he did not have the opportunity to respond tonight. The information the Mayor briefly shared with him, he saw no issues, problems, or concerns. If they need to come back with some particular tweaks, they could come back with a glitch ordinance.

Mayor Brooks said she would like to discuss it at the next workshop. The City Clerk can send them what they find before the workshop so they are all on the same page at the workshop. She wants to move the policy handbook forward because the Civil Service Commission has worked on it for three or four years.

Mayor Brooks said that to be fair to Clara and her office, she was there today to discuss what they got. The City Clerk had shared with her some things they found going through it. She asked the City Clerk to give her the preliminary to use as a conversation tonight so that everyone would know and want to discuss it again.

Commissioner Tagliarini asked for clarification that the City Manager can currently decide how many years a person must work after compensation for education. The Mayor said in the workshop that they discussed making it three years after getting the education and compensation. Commissioner Tagliarini asked what would happen if that did not happen. Would they need to hash it out at the workshop? The Mayor said she would rather keep it at three years, as they discussed at the workshop. And not changing it to say it would be at the discretion of the City

Manager. They could decide what they want to do at the workshop.

Commissioner Tagliarini motioned to adopt Ordinance 2025-01, New Personnel Policy, after second reading and public hearing, with the changes discussed. Vice Mayor Kerr seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**B. Ordinance 2025-02, Amendment to Civil Service Commission Duties and Responsibilities – 2nd Reading and Public Hearing**

City Attorney Tom Trask read Ordinance 2025-02 by title only:

**ORDINANCE 2025-02**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 OF ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES RELATING TO THE CIVIL SERVICE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

The City Attorney said it was the second and final reading of Ordinance 2025-02 by title only. No changes have been made since its first reading on March 12, 2025.

Mayor Brooks said there was no public in the audience for public comment.

Commissioner Ghovae motioned to adopt Ordinance 2025-02, Amendment to Civil Service Commission Duties and Responsibilities, after second reading and public hearing. Commissioner Tagliarini seconded the motion.

**ROLL CALL:**

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



Mayor Brooks

"YES"

The motion carried 5-0.

**C. Ordinance 2025-03, Post Termination Hearings, Hearing Officer – 2nd Reading and Public Hearing**

City Attorney Tom Trask read Ordinance 2025-03 by title only:

**ORDINANCE 2025-03**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADDING DIVISION 5 (POST TERMINATION HEARINGS; HEARING OFFICER) TO ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

The City Attorney said it was the second and final reading of Ordinance 2025-03 by title only. No changes have been made since its first reading on March 12, 2025.

Mayor Brooks said there was no public in the audience for public comment.

The City Clerk said on the last page of the ordinance that the effective date is January 5, 2025. The City Attorney said he would change it to April 6, 2025 [April 2, 2025].

Commissioner McGeehen motioned to adopt Ordinance 2025-03, Post Termination Hearings, Hearing Officer, after the second reading and public hearing, with the correction. Commissioner Tagliarini seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**D. Ordinance 2025-09, Districts – 2nd Reading and Public Hearing**

City Attorney Tom Trask read Ordinance 2025-09 by title only:

**ORDINANCE 2025-09**

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**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF CHAPTER 110 (ZONING) OF ARTICLE V. (DISTRICTS) DIVISION 1 (GENERALLY) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; RENAMING THE C-1 ZONING DISTRICT TO JOHN'S PASS VILLAGE ACTIVITY CENTER; REMOVING C-2, JOHN'S PASS MARINE COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

The City Attorney said it was the second and final reading of Ordinance 2025-09 by title only. No changes have been made since its first reading on March 12, 2025.

Mayor Brooks said there was no public in the audience for public comment.

Commissioner McGeehen motioned to adopt Ordinance 2025-09, Districts, after second reading and public hearing. Commissioner Tagliarini seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**E. Ordinance 2025-10, Accessory Structures – 2nd Reading and Public Hearing**

City Attorney Tom Trask read Ordinance 2025-10 by title only:

**ORDINANCE 2025-10**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 4 (ACCESSORY STRUCTURES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO RENAME THE C-1 TOURIST COMMERCIAL ZONES TO INCLUDE JOHN'S PASS VILLAGE ACTIVITY CENTER; ADD SETBACKS FOR EACH CHARACTER DISTRICT OF JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING; AND REMOVE REFERENCES TO THE C-2 ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

The City Attorney said it was the second and final reading of Ordinance 2025-10 by title only. No changes have been made since its first reading on March 12, 2025.

Mayor Brooks said there was no public in the audience for public comment.

Commissioner Ghovae motioned to adopt Ordinance 2025-10, Accessory Structures, after the second reading and public hearing. Vice Mayor Kerr seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**F. Ordinance 2025-11, Alcoholic Beverages – 2nd Reading and Public Hearing**

City Attorney Tom Trask read Ordinance 2025-11 by title only:

**ORDINANCE 2025-11**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI. (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 6. (ALCOHOLIC BEVERAGES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT REGULATIONS; PROVIDING FOR PLANNED DEVELOPMENT ZONING DISTRICT REGULATIONS; REMOVING REFERENCES TO C-2, JOHN'S PASS MARINE COMMERCIAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

The City Attorney said it was the second and final reading of Ordinance 2025-11 by title only. Between the workshop and the first reading, the ordinance was changed. A change related to the PD zoning district was made. Some language was added at the top of page 261 of the packet, at the end of subparagraph (e):

(e) PD Zoning District

(1) Properties that are rezoned to the PD Zoning District have the same restrictions for alcoholic beverages as the zoning district prior to rezoning to PD Zoning District "unless otherwise specified at the time of PD Zoning adoption."

Mayor Brooks said there was no public in the audience for public comment.

Commissioner Tagliarini motioned to adopt Ordinance 2025-11, Alcoholic Beverages, after the second reading and public hearing. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

**G. Ordinance 2025-12, Amendment to the Fees and Collection Procedures Manual – 2nd Reading and Public Hearing**

City Attorney Tom Trask read Ordinance 2025-12 by title only:

**ORDINANCE 2025-12**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE MODIFICATION OF HOURLY RATES AND ROOMS AVAILABLE FOR RENT WITHIN THE RECREATION CENTER AND CITY HALL AND REWORD THE REFERENCE TO SALES TAX COLLECTED THEREFOR; REPEALING ORDINANCE 2025-08; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

The City Attorney said it was the second and final reading of Ordinance 2025-12 by title only.

Mayor Brooks said there was no public in the audience for public comment.

Vice Mayor Kerr motioned to adopt Ordinance 2025-12, Amendment to the Fees and Collection Procedures Manual, after the second reading and public hearing. Commissioner Tagliarini seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

## 11. UNFINISHED BUSINESS

There was no unfinished business.

## 12. CONTRACTS/AGREEMENTS

### A. Automated Side Load Garbage Truck Lease Agreement

Public Works Director Megan Wepfer reviewed the item. It is for a 13-month lease for a side-load garbage truck from RDK. No changes have been made since the previous meeting.

Mayor Brooks said there was no public in the audience for public comment.

Vice Mayor Kerr motioned to approve the 13-month Automated Side Load Garbage Truck Lease Agreement for \$8,500 from RDK Trucks. Commissioner Ghovae seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

### B. Public Works / Satellite Building Change Order

Director Wepfer explained that an error occurred. The change order is to add the architectural and structural engineering services not included in the original approval. It is in addition to the previously approved contracted amount.

Mayor Brooks said there was no public in the audience for public comment.

Commissioner Ghovae said he did not favor the development for two reasons. One reason is that

the real estate is extremely valuable, not just in terms of the cost but also in terms of location and what it can offer regarding water works, boating, future growth, and anything associated with the bay and the Gulf. The other reason is that the engineering and architectural costs are excessive. They should not be that high.

Vice Mayor Kerr said he agreed with Commissioner Ghovae 100%. There were multiple opportunities, although they lost those opportunities, to buy property for much less than the \$2 million for the building construction. It should not go there, and he opposed it from the beginning.

Commissioner Tagliarini said if they are going to prioritize and value their public works, which provide services for the City, he does not believe they should be cramming them in different corners throughout the City. It is a great location, and he supported it.

Commissioner Tagliarini motioned to approve the Public Works / Satellite Change Order with Pennoni to include Task 3 and 4 for an additional \$88,610. Commissioner McGeehen seconded the motion.

#### ROLL CALL:

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

The motion carried 3-2.

### 13. NEW BUSINESS

There was no new business.

### 14. AGENDA SETTING - 6:00 p.m., April 16, 2025 BOC Regular Workshop (BOC Budget Workshop, 4:00 p.m.)

- A. Master Plan
- B. 2025 Local Mitigation Strategy
- C. RFP No. 25-05, Area 3 Drainage & Roadway Improvements

Mayor Brooks said the City Manager is not at the meeting, but he did send them an email with additional items to add.

- John's Pass Dredging Update
- Boca Ciega Street End Update
- Court of Honor Update
- Archibald Park Update

- Post Storm Updates
- 2024 Audit Presentation

Mayor Brooks added:

- BOC Policy Handbook—Discuss adding a section on the order of business agenda for BOC regular meetings in the BOC Policy Handbook to address citizen comments received at the meeting. She would like it to be discussed and added so they can vote on it at their next regular meeting.
- Tom and Kitty Stuart Park
- Key to the City and Awards Procedure

Vice Mayor Kerr said at a recent meeting that Chuck Dillion came to the podium and said that permitting was not free. The Mayor said Mr. Dillion came into City Hall afterward and clarified that he spoke of impact fees, not building permit fees. The City Manager would probably include capturing permit fees for people who purchased homes after the storms on the workshop agenda because some fell through the cracks.

Vice Mayor Kerr said at a previous workshop that they discussed the impact fees and what should be done to eliminate them. It was a long process, but if it never starts, it will never end. Mayor Brooks said they can discuss it again, but impact fees are intended for homeowners who increase the square footage of their house. They can have that continued discussion. Vice Mayor Kerr said they cannot do that without increasing the home's square footage.

Commissioner Ghovaee said he had spoken with Senator DiCeglie and Representative Cheney regarding the Keys to the City. He will make sure there is a nice write-up about what they did for them during that presentation. They said they would be there to accept the keys after the Florida Legislative Session.

Mayor Brooks said they will set the criteria for who qualifies to get a key at their next workshop. The City Attorney provided them with great examples. Understanding what he sent would be in the community's best interest. Whatever decision is made at the workshop, the City Attorney can write a resolution for them to approve the procedure.

Commissioner Ghovaee said he had spoken with FDOT about 150<sup>th</sup> Avenue. The milling and resurfacing of 150th Avenue are under their radar, and they will also improve the bridge down the road. Both items are on FDOT's list.

## **15. REPORTS/CORRESPONDENCE**

### **A. Board of Commissioners – 2025 BOC Meeting Schedule**

Commissioner Tagliarini said he would be on vacation for three weeks and miss the June 25<sup>th</sup> workshop meetings. Mayor Brooks said he could watch the workshop meetings and come prepared to vote at the regular meeting.

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## **B. Board of Commissioners Meetings Report**

The City Clerk commented on the Board of Commissioners Meeting Report. She will update it after each meeting, and they will have an annual report at the end of the year. The Board thanked the City Clerk and said it was helpful.

## **C. City Attorney**

The City Attorney said they are still working hard to get the settlement agreement language. There are many moving parts and many different people involved, such as insurance companies and defendants, in the litigation for the fire station. They have boiled down to one last thing: some language in the agreement portion that Crowther Roofing has to deal with the roof issue. The attorney representing the City, Brett Henson, wanted the agreement on the agenda for the Board's consideration tonight but was told he was uncomfortable with it not being a complete settlement agreement. The hope is to put it on the next regular meeting for approval if it is complete, so there is nothing that will fall through the cracks.

## **D. City Clerk's Report – April 2025**

The City Clerk reviewed the item and said she included a roster listing all the City of Madeira Beach City Clerks dating back to 1947, the roles and responsibilities of the City Clerk today, and the history of Municipal Clerks. She is working on the City Manager Roster for the next report.

## **E. City Manager**

The City Manager was not present at the meeting.

Commissioner McGeehen thanked Recreation Director Jay Hatch for his amazing job on the recent Captain's Dinner event and the Seafood Festival, which were a great success. The Mayor said she was waiting to see the final numbers because of the number of people. The weather was fantastic. It would be interesting to see the feedback from attendees and the stores in John's Pass and get the amount of parking revenue and sales that they did.

## **16. ADJOURNMENT**

Mayor Brooks adjourned the meeting at 6:43 p.m.

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Anne-Marie Brooks, Mayor

ATTEST:

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Clara VanBlargan, MMC, MSM, City Clerk  
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**MINUTES**  
**BOARD OF COMMISSIONERS**  
**BUDGET WORKSHOP MEETING**  
**APRIL 16, 2025**  
**4:00 P.M.**

The City of Madeira Beach Board of Commissioners held a budget workshop meeting at 4:00 p.m. on April 16, 2025 in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

**MEMBERS ABSENT:** None

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

**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

**3. PUBLIC COMMENT**

Mayor Brooks said there was no public in attendance, so there would be no public comments.

**4. DISCUSSION ITEMS**

**A. FY 2026 Budget Workshop #2**

City Manager Robin Gomez said the packet on the website has two items that are not part of the discussion. There is no capital item for the Snack Shack and no capital item for parking. The online packet will be corrected.

**I. 3 Year Historical Revenues & Expenses and Reserve Analysis (2022, 2023, 2024)**

Finance Director Consultant Andrew Laflin reviewed the item and said the FY 2024 audit was issued at the end of March. He provided a three-year historical analysis of revenues and expenses for each of the City's governmental and enterprise funds, including the General and Special Revenue Funds. The Debt Service Fund collects money through transfers from the General Fund and pays the debt service principal and interest for the 2013 outstanding construction debt for the City Center facility.

Mr. Laflin explained the three-year historical overview of the Capital Outlay activity in the Enterprise Fund and the Fund Reserve analysis, which is the estimated end of FY 2025, to be projected available reserves.

Mr. Laflin reviewed where they stand on their debt. The three debt issuances outstanding are:

- Revenue Bonds, Series 2013 – Finance the construction of the City Center project
- Revenue Bonds, Series 2019 – Finance roadway and stormwater improvements
- Revenue Bonds, Series 2020 – Refund Series 2015 Stormwater System Revenue Bond in order to take advantage of a lower interest rate

Vice Mayor Kerr asked if there were any refinancing opportunities within a grant writing program so they could get the interest rate of the other bonds lowered. Mr. Laflin said if they refund the 2013 Series soon, they could have an estimated annual cash flow savings of about \$20,000 a year through 2043. It would be worth considering issuing a bank RFP to see their response. The interest rate six months from now is unpredictable.

## **II. 5-Year Capital Improvement Plan Initial Discussion**

Mr. Laflin said it is a good depiction of what they feel they might want to spend over the next five years on a fund and department level.

Vice Mayor Kerr said he did not recall discussing a basketball court enclosure. The City Manager said they have been looking for funding. Visit St. Pete Clearwater opened up some capital construction funding, which they are looking into for FY 2026. The estimated cost for an enclosure, a concession stand, and restrooms is about a million dollars.

Mayor Brooks said she was curious about the restroom facility at Madeira Beach Fundamental because of the flooding and the portables there. She asked where they were with a design. Recreation Director Jay Hatch said it is preliminary. He said they had used one portable for over ten years for youth programs with 300-400 kids. With the damage from the flooding, they ran plumbing to put a portable on the field, so the connection they would need is there. The Mayor said the prefabricated buildings are simple and cost-effective.

Commissioner McGeehen asked if there was a way they could not replace the veranda and stairs at City Hall. The City Manager said they looked at various options and that making repairs would be very difficult. The building is almost 11 years old, and they felt the replacement would be best. Director Wepfer said replacing it would be more cost-effective.

Vice Mayor Kerr asked if there would be any structural changes to the veranda and stairs. Director Megan Wepfer said they are unsure what is underneath the tile.

Mayor Brooks asked Director Wepfer if she considered using tile or an epoxy product. Director Wepfer said the plan is to demo it, level it, and use an epoxy coating like what is in the restrooms.

The City Manager said the majority of the capital projects are the road projects in the Stormwater Fund, and they would like to complete them in FY 2026, but some are budgeted over multiple years. Vice Mayor Kerr said that is where they need grants to come through.

### **III. Personnel Listing & Costs by Department – FY 2025**

Mr. Laflin reviewed the current personnel listing and FY 2025 salaries, taxes, and benefits.

The City Manager explained why there are partial positions in some departments. It was due to the funding for the positions and the type of work they perform.

The City Manager said they are looking at an approximately 5% salary increase for all positions other than those under the IAFF or collective bargaining agreement for the fire union members. They are also possibly looking at an 8% or 9% increase in medical premiums.

The City Manager said the City's financial standing has been and continues to be fairly good. The storms' impacts appear to have been less than he expected. The tax refunds were an average of about 8% of the total property tax. The preliminary tax roll will be released at the end of May.

The City Manager said there are 125 approved demolition permits, so when the property appraiser assesses properties on January 1, 2026, the impact should be less than what they originally anticipated. The revenue loss regarding property tax should also be less than they expected.

### **IV. FY 2026 Budget Workshop & Adoption Timeline**

- Budget Workshop #3 – May 28, 2025 at 4:00 p.m.
  - Updated Capital Improvement Plan
  - Position Listing & Benefits Overview
- Budget Workshop #4 – June 25, 2025 at 4:00 p.m.
  - Preliminary Budget Document
- Budget Workshop #5 – July 23, 2025 at 4:00 p.m.
  - Ad valorem tax analysis
  - Preliminary Budget Book – Summary of Changes
- Budget Workshop #6 – August 27, 2025 at 4:00 p.m.
  - Tentative Budget Book – Summary of Changes
- Public Hearing #1 – September 10, 2025 at 5:45 p.m.
  - 1st reading and public hearing – Adopt FY 2026 tentative millage rate ordinance and FY 2026 tentative budget ordinance
- Public Hearing #2 – September 24, 2025 at 5:45 p.m.

- 2nd reading and public hearing – Adopt FY 2026 millage rate ordinance and FY 2026 budget ordinance

Mayor Brooks asked if they could have a personnel list that combined all the groups and divided them into departments. The City Manager said he would add it.

Mayor Brooks asked if the 5% increase would be across the board or based on performance. The City Manager said it would be across the board. The Mayor asked about those who deserve more than 5%. It does not seem quite fair if everyone gets 5%. Commissioner Tagliarini said he would support looking at it. Vice Mayor Kerr suggested discussing it at a workshop. Commissioner Ghovae said it should range between 5% and 7%.

## 5. ADJOURNMENT

Mayor Brooks adjourned the meeting at 4:48 p.m.

ATTEST:

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk



**MINUTES**  
**BOARD OF COMMISSIONERS**  
**REGULAR WORKSHOP MEETING**  
**APRIL 16, 2025**  
**6:00 P.M.**

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 6:00 p.m. on April 16, 2025 in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

**MEMBERS ABSENT:** None

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

**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

**3. PUBLIC COMMENT**

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

**4. BOARD OF COMMISSIONERS**

**A. Board of Commissioners Policy Handbook**

The City Manager said that the Board of Commissioners must review the handbook for changes and adopt its rules within 90 days after the election. The Mayor wanted to add to the manual a process that has been in place to allow public comments to be addressed at the end of the meeting. The most appropriate place would be to add it to the order of business for the regular BOC meetings, possibly after or before the adjournment, or before #14, on p. 23 of the packet.

Mayor Brooks said she was indifferent to where it goes. They should make it official. Many residents come up and make statements, but it never goes anywhere. By formally adding it to the order of business, they would make sure it does not get missed, and it would let residents know their public comment would be addressed before adjournment. She wants it to appear consistently on regular meetings and workshop agendas.

Commissioner Tagliarini said they could call it "Public Comment/Discussions/Questions."

Mayor Brooks said they should all be mindful that when a resident is standing at the podium, it is not proper for them to converse with them. It is not being dismissive or disrespectful of the resident. If they do it for one, they must do it for all, or they are playing favorites.

Commissioner Ghovae said they could defer it to the following meeting if they need to analyze it further.

The City Manager said it would be put somewhere before the adjournment.

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

Vice Mayor Kerr said at the top of p. 20, paragraphs 3 and 4 are one statement that needed correcting.

## **B. Key to the City & Awards Policy and Procedure**

The City Manager said in the packet that there are examples of what other cities do and that they are open to suggestions.

Commissioner Ghovae said the City Attorney provided good ideas and various options for recognizing people contributing to the City.

Vice Mayor Kerr said, looking at the City of Cocoa example on p. 30 of the packet, C. 2. Key to the City, "The City Commission will consider a complete, qualifying request for a Key to the City during a public meeting and determine the awarding of the Key." He asked if it mattered where it came from.

Mayor Brooks said the intent was to look at the examples from the City Attorney and decide what they wanted to do for the City.

Vice Mayor Kerr said a resident would make the request to a commissioner, who would present something in writing requesting that they present the Key to the City.

Mayor Brooks said that whatever procedure is determined, the Commission will decide who gets the Key. They will set up parameters for determining who qualifies because they need to have done something above and beyond to be given a key.

Commissioner McGeehen suggested taking the top three and allowing the residents to vote on who should get the Key.

Vice Mayor Kerr said a resident could inspire a Commissioner, present it to the Board, state why, and then the Board would have a follow-up discussion.

Commissioner Tagliarini shared examples from the packet, of which he read that a key to the City, honoring someone who has contributed significantly to the City through cultural, historical, educational, community service, humanitarian, or business efforts, should qualify to get the Key. A Key to the City is an honor bestowed by the City upon distinguished persons or organizations, symbolizing outstanding civic contributions or other significant accomplishments. He is uncomfortable giving a prestigious award to someone who benefited the City while doing their job. It should not be something paid to do. Alternatives to that could include a proclamation, a Board of Commissioners or City Manager award, a business award, certificates of recognition and appreciation, and a City coin.

Mayor Brooks said she, too, liked the City coin. During the hurricanes, individuals in the City went above and beyond. Some people saved people's lives. Coming up with a definition to recognize residents would be time well spent.

Commissioner Ghovae said a Key to the City is prestigious. It should be well-designed and sized, like eight inches, on a nice board. People would feel good and acknowledged for doing a wonderful job, and more would want to do it.

Commissioner Tagliarini asked who would write out a draft of the criteria or suggestions. The City Attorney said they have the policy from the City of Oldsmar as a starting point. He could draft it and give it to the city manager and the city clerk to look at before it goes to the Commission. It would be adopted by resolution. The policy can be changed at any time. From what he heard, the Commission favors proclamations, a Key to the City with some boundaries, certificates of recognition and appreciation, and possibly a City coin.

Mayor Brooks said it would be fantastic to set up a system to start recognizing businesses within the community. There are over 200 businesses in Madeira Beach, especially now that businesses are trying to return.

Vice Mayor Kerr suggested conducting a quarterly survey and having the business vote on it. Mayor Brooks said she would rather the community vote than the Board. The City Attorney said some cities do it through the Chamber of Commerce, Rotary Club, or somebody else in the City who would make a recommendation. They could do it quarterly, biannually, or annually with the given direction. The Chamber of Commerce in the City of Oldsmar provides a biography of the business being recognized and what it has done to benefit the City recently. They bring the business in, give them a plaque, recognize what they have done for the City recently, and allow them to speak about their business briefly. Pictures are taken and recognized in the newspaper for receiving a nice award.

Vice Mayor Kerr said doing it quarterly could be too much. The Mayor agreed.

The City Manager said cities also have a citizens' academy and programs like Business Quarter or Business of the Year.

The City Attorney said they could narrow it down to a business recognition award and not nail it down to a specific time frame. They could do it whenever they felt appropriate. He asked if they wanted it to come back as a resolution with a policy attached or if they wanted to prepare the policy and bring it back at the next regular workshop for discussion. Commissioner Tagliarini said he would rather see a draft of the resolution and the criteria and discuss it. The Board agreed.

## **5. CITY MANAGER**

### **A. Personnel, Policy, & Procedures Manual (Ordinance 2025-01)**

The City Manager said the Board is considering some adjustments to the personnel policy. One is related to the time frame for professional development reimbursement for classes.

Mayor Brooks opened to public comment.

Joe Petraglia, a Community Development Department employee, said he just applied to go back to school for his master's in urban planning. He researched other cities' personnel policies and had the City Clerk distribute a copy of his prepared summary to the Board. The City's policy since 1995 has been 100% reimbursement and a one-year obligation to the City after obtaining the degree. The City of Largo requires a "C" or better grade with no time obligation. Redington Beach and Seminole mention reimbursement in their handbook, but he did not see the specifics. With St. Pete Beach, it depends on the grade, 100% for a grade "A" and a one-year obligation afterward. Treasure Island is 100% for a grade "C" or better and a one-year obligation afterward. Indian Shores is an 18-month obligation afterward, but it does not mention a grade to get the 100% reimbursement. The City of Oldsmar is a grade "A" with 100% reimbursement and a two-year obligation.

Commissioner Tagliarini said he assumed it was 100% for a course passed. He suggested a one-year obligation for every academic year an employee receives tuition reimbursement. The City would benefit from them taking a course for one semester. Assuming they pass the class, every year or segment thereof is a one-year obligation. He does not know about putting a letter grade requirement, but they require a one-year obligation every time an employee receives reimbursement.

Commissioner McGeehen said the City of Largo is a grade "C" or better. They talked about it before.

Mayor Brooks said they had to pass a class previously, but the class did not specify the passing grade for reimbursement. They passed the 100% reimbursement with a "C" or better grade. They are now deciding how long an employee would be required to work for the City if reimbursed for their education.



Commissioner Tagliarini said that if they just took a beneficial course, they would be reimbursed for it without finishing the degree.

Mayor Brooks said the City would immediately benefit from someone taking a certification, a one—or two-day class, a two-month class, etc. That would require them to work, but going to college is different. It is a greater expense for the City, and you want a buy-in from the person who will get the education.

Vice Mayor Kerr asked when the clock starts and ends. They were working on a degree but did not complete it. When would the clock start for the employee to work for the City for another year? The City Manager said the period would begin when they receive reimbursement or whatever time frame is set. Some cities require two years, so the last time they receive a reimbursement, they would be obligated to work two years with the City.

The City Attorney read the language in the policy, "Reimbursement may also be conditioned upon the employee's agreeing to reimburse the City for tuition paid should the employee receive subsequent grants or scholarships covering all or part of the City tuition payment, resign prior to a set period of time after the course is taken, or be terminated for cause." He said that before taking the program, they must agree with the City on how to be reimbursed and stay for whatever period is set. Right now, there is no time period in the policy. If the employee separated during that period, reimbursement would be based on the number of months.

The City Attorney said the provision also says, "The approval of any specific reimbursement request is at the sole discretion of the human resources staff, who must weigh all relevant facts and policies in granting or denying any request. The human resources staff decides how long someone should stay after completing the course.

Mayor Brooks said that is the problem. If one person decides for three different people, favoritism could play a role in the decision. It would not be fair to let a single individual make that decision, which is why she brought it back. They must put a year on it.

Commissioner Tagliarini said they could say a year or a segment thereof. So, taking 12 credits, the second semester is a year.

The City Attorney said the language is not necessarily tied to a specific time frame. It is all tied to courses, not semesters or degrees. It says, "Reimbursement shall be limited to courses which are required as part of an overall academic program leading to a degree related to the employee's current City position." The policy has two paragraphs, one for non-degree courses or seminars and the other for degree programs. It is all related to courses taken versus an actual completed program.

Commissioner Tagliarini said when referring to a segment, he means a completed semester with a passing grade. Vice Mayor Kerr said there is an opportunity for them to get a master's degree and a compensation increase as a reward. Still, they must maintain employment with the City for a specific time. Attorney Trask said there would be an agreement between the employee and the human resources staff regarding the time. It does not talk about an actual written agreement. It would be the employee agreeing. As in Paragraph 9 regarding reimbursement requests, the human

resources staff, subject to the approval of the City Manager, may set priorities such as electing to offer only partial reimbursement to requesters, not to exceed what is budgeted. Reimbursement on a first-come, first-served basis or in such other manner as deemed needed to ensure a fair and balanced ability for all employees to obtain the benefit." So, it looks like standards and priorities must be established by the human resources department. It does not nail down a specific time frame.

Vice Mayor Kerr asked if the policy needed to be pushed back to the Civil Service Commission. The City Attorney said they could do that if it is the direction. They might have already taken a position on it. Mayor Brooks said they did take a position on it. They voted to make it 80% reimbursement. She disagreed with them because if an employee wants to further their education for the benefit of the City, they will do that outside of working for the City, which takes much of their time. So, she was in favor of 100% tuition reimbursement. She would not tie it to grades because some students excel in some classes and not in others, but they are equally intelligent. Her comments and thoughts were that if they were spending the money it costs to get a master's degree or a bachelor's degree, she would not feel that just a year was enough for someone to commit to the City. If an employee comes to the City with no education, has zero education, and the City pays for their four-year degree, and they stay for a year and walk down the road somewhere else, she is not a fan of that. If they come to the City and have a bachelor's degree and want to get a master's degree, the City will pay for the master's degree. She wants more than a year out of them. If the employee does not want to give the City two years, she would not want to pay for their education.

Commissioner Tagliarini said it should be year for year, and the penalties for leaving the job early are already in place. The City Manager asked if it would be cumulative. If reimbursed in three consecutive calendar years, they must stay employed for three years afterward.

Mayor Brooks confirmed with Commissioner Tagliarini whether he was thinking year for year based on the term of study or the actual time it takes. She liked the idea of year for year but would not base it on how long it would take them because they would not be going full-time. So, the master's or bachelor's programs, however many years it would take if they were a full-time student, would be what they owe at the end of earning it. A bachelor's program could take someone six years, so she would not want to commit somebody to six years, but she could go for four years.

Vice Mayor Kerr said if courses toward a degree could be less, or if someone stops, there is a penalty in place for that. He does not follow the calendar year by year.

Commissioner McGeehen asked if it would be a contractual agreement. The City Attorney said they are trying to make it part of the policy, so once it becomes part of the policy, they do not need to get the employee to agree; it is part of the policy. If they require them to stay two years for an AA degree or master's degree or whatever, and fire them after the first year, they must reimburse the City for the other year.

Commissioner Ghovae asked what would happen if an employee who is a technician goes to college to become an engineer, the City pays the tuition, and the job they wanted with the City is no longer available. Mayor Brooks said they would have to stay in their position for the duration

of what they owe the City, or reimburse it. In the meantime, they could be promoted if the position becomes open.

Commissioner Ghovae said it seemed too complicated. It has too many dimensions.

Vice Mayor Kerr asked why they would pay for an engineering degree, knowing there was no position. Mayor Brooks said they would have to be in school to work in the City.

Commissioner Ghovae said they must graduate to a higher-level position if they get a bachelor's degree. Mayor Brooks said not necessarily. They may just be getting the education to get it. Everybody gets a trophy, and everybody gets the same raise. Or are they giving merit-based raises where they will get a raise because they have gone to school, obtained a bachelor's degree, or a master's degree? Now, they merit more money. They have a higher level of education and can bring more to the position. The City Manager said they want to protect the City's investment. If it is two years, then after they receive reimbursement and leave before the two years, they reimburse the City a portion of what the City paid them.

The City Attorney said that if they give him the number of years for each degree, they will work on a change to the policy. Commissioner Kerr suggested 1, 2, and 3. The City Manager said it would be after each one of the reimbursements, while they are pursuing each one of the degrees. That is the corresponding time period. They would pay back the City for that reimbursement if they leave before that.

Commissioner Tagliarini said he would favor 1, 2, and 2.

Mayor Brooks said the employees will know that when their education is paid for, they are committing to the City's residents to work for the City for two years. They hope that any employee who works for the City intends to stay for many years, grow with the City, and understand the need for the role they are pursuing in their education.

Mayor Brooks said tuition reimbursement aims to promote returning to school and pursuing higher education.

The Board consented to a one-year commitment for an associate's degree, a two-year commitment for a bachelor's degree, and a two-year commitment for a master's degree.

## **B. John's Pass Dredging Update**

The City Manager gave an update.

The Director of the Aptim Coastal Port Marine Program gave an update. The DEP had suggested that mitigation would be required, but Aptim disagreed with it.

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

Commissioner Ghovae asked what would happen if the DEP disagreed with Aptim's professional opinion. The Director said the DEP could issue a permit and require mitigation. Mitigation would require additional time and cost. He thought they could quickly reach an agreement with the DEP. The Army Corps of Engineers would take longer.

Commissioner Ghovae said they could not afford to waste more time; they are against a deadline.

The Director said they need two official permits before going to professional bidding. They do not do the bid plans and specifications now because special conditions could emerge from the permits that impact the plans.

Vice Mayor Kerr asked if Aptim keeps up with the follow-ups. The Director said they do.

Mayor Brooks said their elected officials would like to step in and help with the Army Corps of Engineers permit. She asked if the Director had an issue with it, and he said he did not, but that would not improve the situation. It would not change the Army regulatory process.

Mayor Brooks asked what getting the bid package out quickly meant. The Director said they could finish it in less than a month if there were no special conditions.

Mayor Brooks said that from the time the project was awarded until today, some of the questions should have been included in a package that went to the Army Corps. They should have had a better understanding of what they were looking for. If the project is not completed by December 31 they will lose the funding.

The Director said the best approach for the Corps is constant, timely communication. Now that they have accepted the application as complete, they can consult, meet with the permit processor, document the communication, and anticipate any issues.

Mayor Brooks said she would like to see Aptim work proactively with the City Manager to get the City in a position to move quickly. She would like a weekly update. The Director committed to weekly updates with the City Manager, drafting plans and specifications, and pushing the Army Corps.

### **C. City External Financial Audit**

James Moore & Co., PI, presented the Financial Audit for the Fiscal Year Ending September 30, 2024.

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

Vice Mayor Kerr asked about the overpayment of grant expenditures. The City Manager said a vendor in the Beach Groin Project was overpaid, but that has been corrected.

## **6. COMMUNITY DEVELOPMENT**

## **A. Madeira Beach Master Plan Update**

Representatives for Kimley-Horn gave an update on the project. They expect to unveil the final Master Plan at their final community workshop in early to mid-June. They had two community workshops that were very well attended. They are currently hosting their second online survey. She reviewed six focus categories and their goal statements.

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

Commissioner Ghovae said the community involvement was a success.

Commissioner Ghovae said the presentation was nice and general. He asked them to consider a parking garage in John's Pass. It is a jewel to this community. The concept and vision of John's Pass will take them to the next step.

Commissioner Tagliarini said he liked the wide range of focuses and thought it looked good.

Vice Mayor Kerr said he hoped they would meet with staff and help define the character of John's Pass Village and put some concrete examples together, so if they have redevelopment, it is defined and not arbitrary. He asked what feedback they were receiving from the community about the vision for the Marina.

Mayor Brooks said she was super excited. She got started with the City on the Budget Committee and was then appointed to the Planning Commission, where she was introduced to the Duany Plan. She liked the fact that the plan gave a vision to the City. She wants to see defined architecture in the plan as a guide. If they do not get busy doing something like that, they will not get what they want. Parking is an issue in the City, and the next step is to do a feasibility study to see where parking is needed in the City.

Mayor Brooks said more parking is needed on this side of the City.

Commissioner Ghovae said they prepared a site plan for Winn-Dixie 25 years ago, closer to 30 to 35 years ago. He asked if they could create a public-private partnership to put elevated public parking spaces there. He wonders if they should approach the owner to see if it is possible.

Mayor Brooks said the library would be a very good place to park. The best use for the building would be to build it up and have parking beneath it. They have the opportunity to do something for the community.

## **B. Impact Fees**

Community Development Director Jenny Silver said impact fees are one-time charges local governments impose on new development to fund infrastructure and capital improvements necessitated by growth. These fees help ensure that new development pays a fair share of the cost of public facilities such as roads, parks, schools, and utilities. The Madeira Beach impact fees were adopted in June of 2021 and took effect on April 1, 2022. The fee rate increases each fiscal year.

until October 2028, when the fees are 100% of the calculated rate (pages 6 and 7 of Ordinance 2021-10). Adjustments to the impact fees require an updated impact fee study by a qualified consultant that reviews a rational connection between the fee imposed and the need for additional capital facilities generated by the new development and the proportionality between the fee amount and the cost of the improvements needed to serve the development.

Director Silver said they also collect county impact fees, which the City keeps 50%.

Vice Mayor Kerr said it had been discussed many times, especially since the hurricane. He read the above paragraph and said there is no new development; it is redevelopment. He said Jerry Murphy said they could have impact fees just for commercial property. Residential impact fees do not impact the community.

Director Silver said the county is amending its impact fees. The City typically collects impact fees on single-family homes, but does not see much commercial development. Right now, the permits it sees are for those who want to elevate their homes.

Director Silver said a solution could be to go forward and change how they calculate impact fees.

Commissioner Tagliarini said he would like to see the comparison between charging impact fees for units versus square footage on a residential property.

Director Silver said if they wanted to change the impact fees, the City would need to get a consultant. Vice Mayor Kerr said Jerry Murphy was supposed to give them a quote. Andrew Morris, Long Range Planner, said he provided a quote, and then the hurricanes hit; they could contact him and get an updated quote.

Commissioner McGeehen said many residents are taking the same size and building up.

Director Silver said they would charge for the expansion if they were elevating and expanding their house. Mr. Morris pointed out that it is just on the heated square footage.

Commissioner McGeehen said they should charge the people coming in from out of state and flipping the houses, not the residents who will be there for a long time and rebuilding.

Director Silver said it is a long-term study on the impact of redevelopment.

Commissioner Ghovae said impact fees should be based on use, regardless of size. There should be just one impact fee. For commercial property, every use is different. So, if a property is commercial and it is torn down and someone wants to build a different use, they would calculate the square footage. He is in favor of residential being based on dwelling units.

Mayor Brooks said that when the study was done, the conversation was not about commercial property, and nobody had an issue with commercial. She asked how their portion of the county's impact fee could be spent. Director Silver said it could be spent on anything transportation-related in the capital.

Mayor Brooks said it took a long time to get it done. The intent is that you only pay an impact fee if you increase the square footage of your home. When lifting a home, you will pay more if you turn the empty space into a heated space. If you turn it into a porch, there will be no impact on the City. She is not for spending money on a study to tell them they should not collect impact fees on somebody getting a bigger house. There is an impact on the community when tearing down the homes. The impact fees they are collecting can enhance the parks, and they can spend them in many diverse ways.

Commissioner Ghovae asked if they could analyze how Pinellas County works regarding impact fees. He understands the Mayor's position on bringing revenues into the City for other uses.

Mayor Brooks said they would need to pay an outside consultant to conduct a new study to change the impact fees.

### **C. Pinellas County Local Mitigation Strategy (LMS)**

Director Silver explained that the Pinellas County Local Mitigation Strategy (LMS) is a multi-jurisdictional, FEMA-mandated plan that identifies strategies to reduce or eliminate risks from natural and man-made hazards. As a participating jurisdiction, the City must stay engaged with the LMS process and ensure their local priorities are represented. The LMS serves several key functions, such as identifying vulnerabilities to hazards such as flooding and hurricanes, developing prioritized projects to reduce or eliminate those risks, maintaining eligibility for FEMA Hazard Mitigation Assistance (HMA) grant funding, and coordinating a countywide effort across municipalities and agencies. Participation in the LMS allows the City to submit projects for inclusion on the county's project priority list, increasing our eligibility for federal mitigation funds, influences countywide planning efforts with local knowledge, collaborating on multi-jurisdictional projects, and satisfies a requirement under the National Flood Insurance Program's (NFIP) Community Rating System (CRS) for mitigation planning. The City must remain in good standing, including attending LMS working group meetings, updating and submitting mitigation projects, and providing documentation of completed projects. The LMS must be updated every five (5) years. The last LMS was adopted in 2020, and an updated LMS is near completion and must be adopted by May 2025. The updated 2025 LMS plan will be presented at the May BOC Regular Meeting for formal adoption.

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

Director Silver said they must have LMS. Doing it every year, they could be eligible for grants.

### **D. Amendment to Kimley-Horn Agreement for the Master Plan**

Director Silver explained that the consulting and design agreement with Kimley-Horn for the Master Plan was finalized on April 10, 2024. The scope of services only included the Master Plan. The City staff would like to amend the agreement to include additional consulting services for implementing the Master Plan. It could include amendments to the Land Development Regulations and the Comprehensive Plan to help the City successfully implement and apply goals and strategies

from the Master Plan. This depends on the extent of additional consulting services. Keep the current impact fees in place and use the funds. They recommend hiring a qualified consultant if the Board wants to change the impact fees.

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

Vice Mayor Kerr supported Kimley-Horn.

Commissioner Ghovae said they are amending the contract because they are requesting additional services. City Attorney Trask said it is to allow different scopes of services to be created, which would have to be approved with an associated fee.

Mayor Brooks said they are specifically asking to amend it to include amendments to the Land Development Regulations and the Comprehensive Plan and apply goals and strategies to the Master Plan.

### **E. Post-Hurricanes Update-Recovery, Rebuild, Permitting, FEMA, FDEM**

Director Silver reviewed the numbers from April 9. The meeting with FEMA went well. The City Manager said the meeting was for regulatory compliance.

Director Silver said they have to start the code enforcement process, which they plan to do in late May or early June.

Vice Mayor Kerr asked when the window closed for someone to get a post permit. Director Silver said it is currently a year. They are still doing open hours, and that might change. Barbara Scott said the website is updated daily.

The City Manager said April 11 was the deadline to apply for the Elevate Florida Elevation Program. They have received inquiries on whether properties have been substantially damaged. As they receive any updates, they will send them out.

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

## **7. FINANCE**

### **A. FY 2025 Financial Overview Presentation – Through March 2025**

Andrew Laflin, Finance Director Consultant and the City Manager, gave an overview.

Mayor Brooks asked if they paid Servepro. She did not see it on the list. There should have been a Servepro cost on Milton for the Rec Center. The City Manager said it would be added to the list. They have not paid for the Rec Center's repair yet.

Vice Mayor Kerr asked if they would be allowed to put a more permanent restroom structure at Tom & Kitty Stuart Park. Director Silver said they will need a new survey showing where the



flood zones are because the zone changes in the area of the restrooms. They cannot put a permanent structure where the V Zone is.

Director Wepfer gave an update on the John's Pass Village structure, which the City allowed the Chamber of Commerce to use. The City Manager suggested they return the building to the City for City usage, and the Board was in favor of it.

The City Manager gave an update on the structures at Archibald Park. The concession agreement expires in July 2026, and they have requested an additional agreement.

Mayor Brooks opened to public comment.

Representatives with United Park Services asked if they could get the full term of their contract once they make the building whole. They also asked for a month-to-month replacement for the period of time they missed. They took out about 8,000 tons of sand. They are hoping to open and rebuild it better than it was.

Commissioner Tagliarini asked for clarification on making the contract whole. They said they have been closed for eight months and are asking to be able to make up for the eight months. The City Attorney said they must follow the lease as it is currently written. They cannot go over the 10-year lease. There is a provision in the Charter that states they cannot enter into leases greater than ten years without going to a referendum. Mayor Brooks asked for more information before they discussed it.

## **B. Fees and Collection Manual Updates**

The City Manager explained that the amendment would increase overnight parking and update community development fees.

Director Silver reviewed the changes in the community development fees.

Ms. Scott reviewed the changes in the building permit fee schedule. It was not implemented when they switched to MGO.

Mayor Brooks said a private provider would be beneficial for staff and the person building the development.

Ms. Scott said they are not charging for after-the-fact permit fees because the permit fee is currently zero, but that is open for discussion. The City has waived \$147,378 in demo permit fees and \$419,406.26 in all other permit fees, for a total of \$566,784.26. The state requires \$10,229.42 in fees.

Mayor Brooks said there was no one in the audience for public comment.

Mayor Brooks said she met with a resident at City Hall. They were angry that they lost \$200,000 for doing everything right. Now, they are dealing with an overloaded contractor who does not have

time to do it. The people who did not do what was right are getting away scot-free. The Mayor said it was time to tell people to file a permit by a certain day or there will be consequences if they do not. The permits will not be free. Since they will be voting on it, language needs added stating that. People all over the City did not get permits, and they were not caught. If not caught, they do not pay. The City said it would overlook it and did, but people are still not coming in and pulling a permit. Commissioner Tagliarini said he is in favor of setting a deadline.

The City Attorney said the code already provides for the fines. They are \$250 a day for a property that remains in non-compliance. The Special Magistrate sets the fines. When talking about life safety issues, they ask for a higher fee. They could say if they are not in compliance by a particular day, the fees will come back into play. Mayor Brooks said they need to pick a date for when people must be in compliance. The City Attorney said they can remove that language and add it to the fee. It should be done in the place where you give them a year.

Vice Mayor Kerr asked if they could say that code enforcement will begin on a given date and that anyone who has not pulled a permit is subject to it. The City Attorney said they do not need to put it in the fee manual; the only thing required by law is a notice of violation, which is the third step in the process.

Mayor Brooks said that when people get their demo permits, they have not done the work on their homes because they will tear them down. Those people are in compliance because they have not done any work yet. If she lives in a house and it floods, whether she rebuilds or builds up, she still can get a permit and not pay.

The City Attorney said they would add a fee for those who have failed to get a permit, and their permit fee will not be waived. The City Manager said that the fee would be five times the amount. Vice Mayor Kerr said it takes time for whatever reason.

Ms. Scott said they are seeing people come in and buy homes and want their permit fees waived, even though they were not homeowners during the hurricane.

## **8. PUBLIC WORKS**

### **A. Court of Honor update April 16, 2025**

Public Works Director Megan Wepfer gave the update and the timeline of the bidding process. The agreement should be ready for discussion at the May BOC workshop and approval at the June 11, 2025, BOC Regular Meeting. About 11 companies showed up at the pre-bid meeting.

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

Vice Mayor Kerr questioned why the addendums were posted on April 22, and two days later, it was open. Director Wepfer said it was not a large project and that all the questions had been answered. The timeframe can be changed on any project.

### **B. Boca Ciega Street End Project Update 4-16-25**

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

Public Works Director Megan Wepfer provided an update and timeline for the bidding process. The agreement should be ready for discussion at the May BOC workshop and approval at the June 11, 2025, BOC Regular Meeting.

Commissioner Tagliarini asked if they perceived a problem with the water leak in the park at the end of 135th Avenue. Director Wepfer said the area will need to be excavated. Every bid has a 10% contingency to account for associated costs.

### **C. Archibald Parking Lot and 142<sup>nd</sup> Beach Access Repair Update**

Director Wepfer explained that the repairs had been completed, and both reopened on April 8. Staff is still working on landscaping at both locations and will continue to improve both areas. They will also replace the plants that were lost there.

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

Vice Mayor Kerr asked if the lights were upgraded. Director Wepfer said they are waiting on parts, so ten lights are still not working. The electricity has been waterproofed. She is waiting for a purchase order to be approved to paint the lights.

Commissioner Ghovae asked if FEMA would pay for consulting fees. The City Manager said all expenditures related to the repair work are included.

### **D. Tom & Kitty Stuart Repair Update**

Director Wepfer explained that a purchase order was completed and sent to Transystems on February 13, 2025, for the construction plans and specifications, which included a boundary survey with topography, geotechnical investigations, perform a wave run-up analysis, prepare construction plans, review of contractor request for information, provide bidding assistance, two construction inspections, and project close-out for \$16,800.00. The analysis is expected within the next couple of weeks. The bidding process will start after the wave run-up analysis is complete, which typically takes four months, and it will be an extensive project.

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

Vice Mayor Kerr asked if, with a permanent restroom structure, natural ventilation could be used instead of air conditioning. Director Wepfer said yes. They do not install air conditioning in public restrooms.

Mayor Brooks said they are looking to put a prefabricated building there, and Director Wepfer said they would floodproof it.

Commissioner Ghovae asked if the park was permitted based on the development agreement. The City Attorney said the development agreement expired. Director Wepfer said the design is based on the park's original plan. Commissioner Ghovae asked if there was an ingress for Caddy's. The City Attorney said the agreement allowing the fencing to be moved has been signed. Director Wepfer said it was moved today.

#### **E. ITB 25-05 area 3 Roadway & Drainage Improvement Project**

Director Wepfer explained that they placed Area 3, which includes West Parsley, East Parsley, Marguerite Dr., Lynn Way, A St., B St., a part of S Bayshore, and Puritt Dr., out to bid for 49 days and received three submittals. The project scope consists of replacing and upgrading the stormwater outflow pipes, replacing the concrete curb, driveway repairs, restoring the side yards disturbed by the project, milling and resurfacing the roadway, and the replacement of Pinellas County Utilities as per their plan. The City will pay for the replacement cost and will be fully reimbursed by Pinellas County per the joint participation agreement that will come to the Board at a later meeting. Staff received bids from Harbor Contracting, \$7,155,457.44, Keystone Excavators, \$8,624,372.00, and Harris-McBurney Company, \$8,059,148.89. Staff reviewed each bid with the City's consultants, Tina and Al. Harbor Contracting was the lowest responsive vendor. Harbor Contracting has done work in Bellaire and has had great reviews. The Pinellas County portion of this project came in at \$1,099,220. The project's fiscal impact is \$7,155,457.44, but the cost to the City, once reimbursed from Pinellas County, is \$6,056,237.44. Staff has a \$4,500,000 budget for FY25, and the remainder is scheduled for FY26.

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

Director Wepfer said the project has an FDOT grant for \$549,400. They are behind on the project because of the review process. They are upsizing all of the storm drains and increasing the size of the pipes. Increasing the size of the inlets does not make a difference, but increasing the pipes increases the flow. The City does not own sanitary water or reclaimed water pipes, but the county will replace them.

#### **F. Interlocal Agreement for Storm Debris Management Site Utilization**

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

Director Wepfer said the City struggled to locate a place to put debris caused by Hurricane Helene. The City of Largo agreed to allow the City to use its debris management site in the event of another hurricane, with the approval of an agreement they created that the City Attorney made minor changes. The use will be for lot 14 for 90 days, costing \$500 per storm. It is a five-year agreement from the effective date and will be renewed for an additional four one-year terms unless written notice is provided before. They recommend approval of the agreement to use the debris management site.

#### **G. Joint Participation Agreement with Pinellas County for Area 3 Roadway and Drainage Improvement Project**

Director Wepfer explained that the City is moving forward with the Area 3 Roadway and Drainage Project to address long-standing infrastructure needs. As part of the project, the existing Pinellas County utility infrastructure within the project limits will be impacted and require replacement. Rather than the county independently scheduling and performing these improvements at a later time, it will streamline the process if they include the work within the City's construction contract, which will reduce costs and minimize future disruptions to residents and businesses. Pinellas County has proposed entering into a Joint Participation Agreement with the City, under which the county agrees to reimburse the City for utility-related work performed as part of the larger construction project. This arrangement is mutually beneficial, as it provides cost savings through coordinated construction and avoids redundant excavation and road closures. The agreement outlines responsibilities for both parties and establishes a maximum reimbursement amount of \$1,430,000. All work associated with the county's utilities will be identified and tracked for cost recovery. The City will submit regular documentation and invoices to the county per the terms of the JPA. The fiscal impact is a maximum reimbursement from Pinellas County of \$1,430,000.00. The City initially pays, and then the county reimburses the City.

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

Commissioner Ghovae asked if a designer engineer would be involved in making sure the pipes are on the same slope, or if the contractor automatically replaces them. Director Wepfer said that the county has an inspector on any project. The City will receive a proposal from the engineering firm for the construction engineering services.

Mayor Brooks asked if they could put all the public works items on the consent agenda that require a vote. Attorney Trask said yes. The Mayor recommended putting Items 8, E. F., and G. on the consent agenda for the next regular meeting. She asked to include the Kimley Horn agreement and anything they discussed that they did not make changes to. The Board agreed.

## 9. ADJOURNMENT

Mayor Brooks adjourned the meeting at 10:28 a.m.

ATTEST:

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk



# Memorandum

**Meeting Details:** May 14, 2025

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** ITB 25-05 Area 3 Roadway & Drainage Improvement Project Approval

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## **Background**

Staff placed Area 3 which includes West Parsley, East Parsley, Marguerite Dr., Lynn Way, A St., B St., a part of S Bayshore and Puritt Dr., out to bid for 49 days and received 3 submittals. The project scope consists of replacing and upgrading the stormwater out fall pipes, replacing the concrete curb, driveway repairs, restoration of side yards disturbed by the project, and milling and resurfacing the roadway, and the replacement of Pinellas County Utilities as per their plan. The City will pay for the cost of the replacement but get fully reimbursed from Pinellas County as per the joint participation agreement that will be coming before the Board of Commissioners at a later meeting.

Staff received bids from Harbor Contracting \$7,155,457.44, Keystone Excavators \$8,624,372.00, and Harris – McBurney Company \$8,059,148.89. Staff reviewed each bid along with our Consultants Tina and Al and Harbor Contracting is the lowest responsive responsible vendor. Harbor Contracting has done work the Bellaire and has had great reviews. The Pinellas County Portion of this project came in at \$1,099,220.

## **Fiscal Impact**

The fiscal impact of the project is \$7,155,457.44 but the cost to the city once reimbursed from Pinellas County is \$6,056,237.44. Staff have \$4,500,000 budgeted for FY25 and the remainder scheduled for FY26.

## **Recommendation(s)**

Staff recommend the Board of Commissioners approve the contract price with Harbor Contract LLC for \$7,155,457.44 for Area 3 Roadway and Drainage Improvement project.

**Attachments**

- **Harbor Contracting LLC Bid Submittal**
- **Bid tab**

BID PROPOSAL						Harbor Contracting		Keystone		Harris/McBurney Co.	
Project: FINAL AERA 3 MARGUERITE /PARSLEY DRAINAGE & ROADWAY IMPROVEMENTS						UNIT PRICE (\$)		UNIT PRICE (\$)		UNIT PRICE (\$)	
BID ITEM		UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)	TOTAL (\$)		TOTAL (\$)		TOTAL (\$)	
1.0	Mobilization and Site Preparation										
1.1	Mobilization	LS	1	\$175,000	\$ 175,000.00	\$ 613,250.15	\$ 613,250.15	\$ 1,160,000.00	\$ 1,160,000.00	\$ 640,000.00	\$ 640,000.00
1.2	Maintenance of Traffic	LS	1	\$65,000	\$ 65,000.00	\$ 205,210.00	\$ 205,210.00	\$ 100,000.00	\$ 100,000.00	\$ 94,267.95	\$ 94,267.95
1.3	Erosion Control and Floating Turbidity	LS	1	\$12,000	\$ 12,000.00	\$ 98,560.00	\$ 98,560.00	\$ 7,500.00	\$ 7,500.00	\$ 5,600.00	\$ 5,600.00
1.4	Project Sign	LS	1	\$1,500	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,400.00	\$ 1,400.00
1.5	Root Pruning & Root Barrier at E. Parsley & B Street	LF	300	\$8	\$ 2,400.00	\$ 15.00	\$ 4,500.00	\$ 25.00	\$ 7,500.00	\$ 24.50	\$ 7,350.00
1.6	Sprinklers (Yard Frontage)	LF	3,000	\$8	\$ 24,000.00	\$ 3.00	\$ 9,000.00	\$ 37.50	\$ 112,500.00	\$ 22.24	\$ 66,720.00
				\$ -	\$ -					\$ -	\$ -
	Subtotal - General (1.1 - 1.6)					\$ 935,520.15		\$ 1,389,000.00		\$ 815,337.95	
2.0	Earthwork										
2.1	Demolition	LS	1	\$155,000	\$ 155,000.00	\$ 985,650.25	\$ 985,650.25	\$ 125,000.00	\$ 125,000.00	\$ 472,098.00	\$ 472,098.00
2.2	Remove Unsuitable Material	CY	250	\$90	\$ 22,500.00	\$ 25.00	\$ 6,250.00	\$ 250.00	\$ 62,500.00	\$ 47.64	\$ 11,910.00
2.3	Sod	SF	45,000	\$3	\$ 112,500.00	\$ 1.00	\$ 45,000.00	\$ 1.75	\$ 78,750.00	\$ 6.30	\$ 283,500.00
2.4	Outfall Restoration between homes (4 Locations)										
2.4a	14022/14020 W Parsley										
	Remove wood fence	LF	60	\$35	\$ 2,100.00	\$ 10.00	\$ 600.00	\$ 25.00	\$ 1,500.00	\$ 4.66	\$ 279.60
	Construct 6" PVC fence with (2) 4 ft gate	LF	60	\$60	\$ 3,600.00	\$ 100.00	\$ 6,000.00	\$ 170.00	\$ 10,200.00	\$ 60.66	\$ 3,639.60
	Bag Live Oak and replant	EA	1	\$650	\$ 650.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,073.00	\$ 3,073.00
	Remove & Reinstall Sheds	EA	2	\$1,000	\$ 2,000.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 11,802.45	\$ 23,604.90
	Shell & Limestone (3-inch Depth with Marifi)	SF	700	\$15	\$ 10,500.00	\$ 3.00	\$ 2,100.00	\$ 7.00	\$ 4,900.00	\$ 7.00	\$ 4,900.00
	Foxtail Palm Trees 15 gal	EA	4	\$450	\$ 1,800.00	\$ 500.00	\$ 2,000.00	\$ 650.00	\$ 2,600.00	\$ 553.00	\$ 2,212.00
	Buttonwood 15 gal	EA	2	\$400	\$ 800.00	\$ 600.00	\$ 1,200.00	\$ 650.00	\$ 1,300.00	\$ 525.00	\$ 1,050.00
2.4b	14064/14066 W Parsley										
	Remove/ Replace/ Bag Palm trees	EA	2	\$750	\$ 1,500.00	\$ 600.00	\$ 1,200.00	\$ 6,750.00	\$ 13,500.00	\$ 1,400.00	\$ 2,800.00
	Remove Wood Fence	LF	60	\$35	\$ 2,100.00	\$ 10.00	\$ 600.00	\$ 25.00	\$ 1,500.00	\$ 4.80	\$ 288.00
	Install 60 LF +/- PVC fence with gates	LF	60	\$65	\$ 3,900.00	\$ 100.00	\$ 6,000.00	\$ 170.00	\$ 10,200.00	\$ 60.66	\$ 3,639.60
	Remove, Store & Reuse Pavers	SF	600	\$35	\$ 21,000.00	\$ 20.00	\$ 12,000.00	\$ 22.50	\$ 13,500.00	\$ 16.53	\$ 9,918.00
	Remove & Reinstall Sheds	EA	2	\$1,000	\$ 2,000.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,960.45	\$ 9,920.90
	Christmas Palm 10ft front yard	EA	1	\$950	\$ 950.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 495.00	\$ 495.00
	Montgomery Palm 20ft back yard	EA	2	\$1,200	\$ 2,400.00	\$ 3,000.00	\$ 6,000.00	\$ 4,850.00	\$ 9,700.00	\$ 1,393.00	\$ 2,786.00
	Foxtail Palm Trees 25 gal	EA	2	\$450	\$ 900.00	\$ 1,000.00	\$ 2,000.00	\$ 900.00	\$ 1,800.00	\$ 273.00	\$ 546.00
2.4c	14180/14176 W Parsley										
	Remove 40 lf wood fence	LF	40	\$35	\$ 1,400.00	\$ 10.00	\$ 400.00	\$ 25.00	\$ 1,000.00	\$ 5.25	\$ 210.00
	Construct 6" pvc fence with (2) 4 ft gate	LF	95	\$60	\$ 5,700.00	\$ 100.00	\$ 9,500.00	\$ 155.00	\$ 14,725.00	\$ 53.79	\$ 5,110.05
	Remove & Replace Décor boarder rock	LS	1	\$600	\$ 600.00	\$ 1,500.00	\$ 1,500.00	\$ 8,250.00	\$ 8,250.00	\$ 1,009.20	\$ 1,009.20
	Demo & Remove Fence Columns	EA	5	\$600	\$ 3,000.00	\$ 600.00	\$ 3,000.00	\$ 1,100.00	\$ 5,500.00	\$ 1,009.20	\$ 5,046.00
	Demo & Remove Block wall & Pond Walls	LF	60	\$250	\$ 15,000.00	\$ 50.00	\$ 3,000.00	\$ 135.00	\$ 8,100.00	\$ 84.10	\$ 5,046.00
	Remove & Restore sheds	EA	1	\$1,200	\$ 1,200.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,091.95	\$ 10,091.95	\$ 10,091.95
	Remove Norfolk Pine, if needed	EA	1	\$3,000	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 420.00	\$ 420.00
	Plant Areca palm 15 gal, 6" oc,	EA	7	\$450	\$ 3,150.00	\$ 600.00	\$ 4,200.00	\$ 650.00	\$ 4,550.00	\$ 553.00	\$ 3,871.00
2.4d	14195/14190 W Parsley										
	Remove, store, reinstall 80 LF +/- PVC fence with gate	LF	80	\$60	\$ 4,800.00	\$ 100.00	\$ 8,000.00	\$ 160.00	\$ 12,800.00	\$ 56.00	\$ 4,480.00
	Areca Palm 15 Gallon	EA	6	\$450	\$ 2,700.00	\$ 600.00	\$ 3,600.00	\$ 650.00	\$ 3,900.00	\$ 553.00	\$ 3,318.00
	Remove, Store, and Reuse brick pavers as necessary	SF	700	\$35	\$ 24,500.00	\$ 20.00	\$ 14,000.00	\$ 18.00	\$ 12,600.00	\$ 267.40	\$ 187,180.00
	Remove Christmas Palms & Replace Foxtail Palms	EA	2	\$450	\$ 900.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 553.00	\$ 1,106.00
2.4e	14035/14037 E Parsley										
	Remove wood fence	LF	75	\$35	\$ 2,625.00	\$ 10.00	\$ 750.00	\$ 25.00	\$ 1,875.00	\$ 4.10	\$ 307.50
	Construct 6" pvc fence with (2) 4 ft Gate	LF	75	\$60	\$ 4,500.00	\$ 100.00	\$ 7,500.00	\$ 165.00	\$ 12,375.00	\$ 56.92	\$ 4,269.00
	Areca Palm 15 Gallon	EA	4	\$450	\$ 1,800.00	\$ 600.00	\$ 2,400.00	\$ 650.00	\$ 2,600.00	\$ 553.00	\$ 2,212.00
	Coconut Palm 15 Gallon	EA	2	\$450	\$ 900.00	\$ 600.00	\$ 1,200.00	\$ 900.00	\$ 1,800.00	\$ 553.00	\$ 1,106.00
	Mulch (3-inch Depth with Marifi)	SF	500	\$8	\$ 4,000.00	\$ 2.00	\$ 1,000.00	\$ 6.50	\$ 3,250.00	\$ 7.00	\$ 3,500.00
	Remove, Store, and Reuse Stepping Pavers	LF	30	\$75	\$ 2,250.00	\$ 50.00	\$ 1,500.00	\$ 35.00	\$ 1,050.00	\$ 20.67	\$ 620.10
	Construct pavers 5' x 30'	SF	150	\$35	\$ 5,250.00	\$ 20.00	\$ 3,000.00	\$ 65.00	\$ 9,750.00	\$ 29.71	\$ 4,456.50
2.4f	513/515 S. Bayshore Drive										
	Remove 95 LF wood fence w/ (2) Gate 4"	LF	95	\$35	\$ 3,325.00	\$ 10.00	\$ 950.00	\$ 25.00	\$ 2,375.00	\$ 5.15	\$ 489.25
	Construct 95 LF wood fence (like Kind) w/Gate (4")	LF	95	\$60	\$ 5,700.00	\$ 100.00	\$ 9,500.00	\$ 110.00	\$ 10,450.00	\$ 47.89	\$ 4,549.55
	Mulch 4" thick with Marifi Fabric	SF	600	\$8	\$ 4,800.00	\$ 2.00	\$ 1,200.00	\$ 8.00	\$ 4,800.00	\$ 7.00	\$ 4,200.00
	Remove, Store, and Reuse Pavers	SF	300	\$35	\$ 10,500.00	\$ 20.00	\$ 6,000.00	\$ 18.00	\$ 5,400.00	\$ 31.11	\$ 9,333.00
	Royal Palm 25 GAL	EA	1	\$900	\$ 900.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00	\$ 833.00	\$ 833.00
	Remove and replace shrubs (10 gal), Viburnum hedge	EA	5	\$250	\$ 1,250.00	\$ 300.00	\$ 1,500.00	\$ 130.00	\$ 650.00	\$ 95.20	\$ 476.00
	Remove & Replace Palm trees (foxtail palms, double trunk, 25 GAL)	EA	3	\$500	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00	\$ 900.00	\$ 2,700.00	\$ 833.00	\$ 2,499.00
	Root Prune	LF	20	\$150	\$ 3,000.00	\$ 25.00	\$ 500.00	\$ 100.00	\$ 2,000.00	\$ 28.00	\$ 560.00
2.4g	704/ 708 Pruitt Drive										
	Remove 82 LF chain link Fence	LF	82	\$35	\$ 2,870.00	\$ 10.00	\$ 820.00	\$ 25.00	\$ 2,050.00	\$ 4.10	\$ 336.20
	Construct 75 LF PVC Fence (2) Gates 4"	LF	82	\$60	\$ 4,920.00	\$ 100.00	\$ 8,200.00	\$ 160.00	\$ 13,120.00	\$ 55.66	\$ 4,564.12
	Remove, Store, and Reuse brick pavers (44' x 3.5')	SF	154	\$75	\$ 11,550.00	\$ 20.00	\$ 3,080.00	\$ 50.00	\$ 7,700.00	\$ 21.22	\$ 3,267.88
	Remove, store, and replace steppingstones	LF	50	\$35	\$ 1,750.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 20.18	\$ 1,009.00



	Remove spillway	EA	1	\$1,200	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,018.00	\$ 2,018.00
	Repair Dock catwalk 6 feet	LS	1	\$2,500	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,800.00	\$ 2,800.00
										\$	-
2.4h	720/ 722 Pruitt Drive (10' Easement)										
	Remove, store, reinstall 70 LF +/- PVC fence with 3 gates	LF	70	\$60	\$ 4,200.00	\$ 100.00	\$ 7,000.00	\$ 185.00	\$ 12,950.00	\$ 71.99	\$ 5,039.30
	Remove & Restore (bag) Palm trees (Alexanders palms, triple trunk, 4-foot clear trunk)	EA	2	\$500	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 3,500.00	\$ 7,000.00	\$ 1,050.00	\$ 2,100.00
	Remove, Store, and Reuse brick pavers (54' x 4')	SF	280	\$12	\$ 3,360.00	\$ 20.00	\$ 5,600.00	\$ 25.00	\$ 7,000.00	\$ 21.22	\$ 5,941.60
	Bird of Paradise 15 Gallon	EA	2	\$450	\$ 900.00	\$ 250.00	\$ 500.00	\$ 650.00	\$ 1,300.00	\$ 511.00	\$ 1,022.00
	Foxtail Palms 15 Gallon	EA	2	\$450	\$ 900.00	\$ 600.00	\$ 1,200.00	\$ 650.00	\$ 1,300.00	\$ 553.00	\$ 1,106.00
2.4i	736/ 738 Pruitt Drive (10' Easement)										
	Storm Pipe Point Repair, if needed.	EA	1	\$3,500	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,400.00	\$ 8,400.00
2.4j	744 Pruitt Drive (5' Easement)					\$	-	\$	-	\$	-
	Restore Irrigation	LF	100	\$8	\$ 800.00	\$ 5.00	\$ 500.00	\$ 37.50	\$ 3,750.00	\$ 66.71	\$ 6,671.00
								\$	-	\$	-
2.5	Flowable Fill (Outfall Pipe backfill)	CY	620	\$150	\$ 93,000.00	\$ 500.00	\$ 310,000.00	\$ 475.00	\$ 294,500.00	\$ 446.93	\$ 277,096.60
2.6	PVC Fence Post	EA	15	\$45	\$ 675.00	\$ 50.00	\$ 750.00	\$ 225.00	\$ 3,375.00	\$ 140.00	\$ 2,100.00
	Subtotal - Earthwork (2.1 - 2.6)				\$ 597,575.00	\$ 1,539,950.25	\$ 879,975.00	\$ 881,695.00			\$ 1,426,431.40
3.0	Drainage										
3.1	Seawall Repair at Storm Pipe Outfall	EA	10	\$7,000	\$ 70,000.00	\$ 25,000.00	\$ 250,000.00	\$ 25,000.00	\$ 250,000.00	\$ 7,350.00	\$ 73,500.00
3.2	Seawall & Cap Repair 10-foot Sheet Piling (Vanguard) w/ cap (Demo per Detail); for 14035/14037 E Parsley; 14180/14176 W Parsley; 14022/14020 W Parsley; any property with CMU seawall	LF	50	\$550	\$ 27,500.00	\$	\$ 100,000.00	\$	\$ 360,000.00	\$	\$ 140,000.00
3.3	Manatee Protection at Outfall (see detail in plans)	EA	10	\$1,200	\$ 12,000.00	\$ 2,000.00	\$	\$ 7,200.00	\$	\$ 2,800.00	
3.4	Storm Manhole with 4' bottom	EA	2	\$5,500	\$ 11,000.00	\$ 1,500.00	\$ 15,000.00	\$ 2,250.00	\$ 22,500.00	\$ 2,133.40	\$ 21,334.00
3.5	FDOT Type C Grate Inlet (with concrete surrounding inlet)	EA	29	\$6,000	\$ 174,000.00	\$ 8,500.00	\$ 246,500.00	\$ 9,950.00	\$ 288,550.00	\$ 9,350.09	\$ 271,152.61
3.6	FDOT Type E, Cast Iron Grate Inlet (with concrete surrounding inlet)	EA	8	\$7,200	\$ 57,600.00	\$ 9,000.00	\$ 72,000.00	\$ 11,500.00	\$ 92,000.00	\$ 11,775.49	\$ 94,203.92
4	15" RCP Class IV	LF	2,350	\$175	\$ 411,250.00	\$ 110.00	\$ 258,500.00	\$ 220.00	\$ 517,000.00	\$ 224.74	\$ 528,139.00
3.8	18" RCP Class IV	LF	125	\$220	\$ 27,500.00	\$ 150.00	\$ 18,750.00	\$ 245.00	\$ 30,625.00	\$ 263.52	\$ 32,940.00
3.9	10" Ductile Steel Pipe	LF	30	\$225	\$ 6,750.00	\$ 110.00	\$ 3,300.00	\$ 350.00	\$ 10,500.00	\$ 283.79	\$ 8,513.70
3.10	12" PVC DR 18	LF	40	\$155	\$ 6,200.00	\$ 100.00	\$ 4,000.00	\$ 350.00	\$ 14,000.00	\$ 207.27	\$ 8,290.80
3.11	12" Ductile Steel Pipe	LF	40	\$225	\$ 9,000.00	\$ 150.00	\$ 6,000.00	\$ 450.00	\$ 18,000.00	\$ 237.93	\$ 9,517.20
3.12	12" Cure In Place Liner, 16 mm (if needed)	LF	400	\$350	\$ 140,000.00	\$ 100.00	\$ 40,000.00	\$ 180.00	\$ 72,000.00	\$ 297.50	\$ 119,000.00
3.13	Conflict Box	EA	1	\$9,000	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00	\$ 27,500.00	\$ 27,500.00	\$ 18,805.15	\$ 18,805.15
	Subtotal - Drainage (3.1 - 3.13)				\$ 961,800.00	\$ 1,041,050.00		\$ 1,739,675.00			\$ 1,351,186.58
4.0	Paving and Marking										
4.1	8" Base for pipe trench.	SY	1,600	\$30	\$ 48,000.00	\$ 30.00	\$ 48,000.00	\$ 60.00	\$ 96,000.00	\$ 31.43	\$ 50,288.00
4.2	Mill 1.5" & Resurface 2.0" FDOT Asphalt (SP12.5)	SY	21,000	\$57	\$ 1,197,000.00	\$ 20.65	\$ 433,650.00	\$ 29.50	\$ 619,500.00	\$ 32.65	\$ 685,650.00
4.3	Valley Gutter (FDOT INDEX 300)	LF	18,000	\$24	\$ 432,000.00	\$ 60.00	\$ 1,080,000.00	\$ 56.00	\$ 1,008,000.00	\$ 46.07	\$ 829,260.00
4.4	Concrete Flumes	SF	1,300	\$25	\$ 32,500.00	\$ 30.00	\$ 39,000.00	\$ 22.00	\$ 28,600.00	\$ 30.67	\$ 39,871.00
4.5	Concrete Drive Replacement 6" (3' BOC)	SY	2,085	\$30	\$ 62,550.00	\$ 120.00	\$ 250,200.00	\$ 160.00	\$ 333,600.00	\$ 115.37	\$ 240,546.45
4.6	Brick Drive Replacement (R & R where possible)	SY	900	\$90	\$ 81,000.00	\$ 20.00	\$ 18,000.00	\$ 225.00	\$ 202,500.00	\$ 273.91	\$ 246,519.00
4.7	Gravel & Shell Replacements (4")	SF	6,000	\$18	\$ 108,000.00	\$ 7.50	\$ 45,000.00	\$ 8.00	\$ 48,000.00	\$ 10.09	\$ 60,540.00
4.8	6" Double Yellow Pavement Markings	LF	8,000	\$5	\$ 40,000.00	\$ 3.00	\$ 24,000.00	\$ 2.65	\$ 21,200.00	\$ 4.20	\$ 33,600.00
4.9	24" Pavement Markings (Stop Bar)	LF	60	\$12	\$ 720.00	\$ 10.00	\$ 600.00	\$ 10.00	\$ 600.00	\$ 28.00	\$ 1,680.00
4.10	D curb	LF	70	\$10	\$ 700.00	\$ 60.00	\$ 4,200.00	\$ 115.00	\$ 8,050.00	\$ 30.67	\$ 2,146.90
4.11	SW 6" conc (Pruitt)	SY	200	\$25	\$ 5,000.00	\$ 120.00	\$ 24,000.00	\$ 160.00	\$ 32,000.00	\$ 115.37	\$ 23,074.00
4.12	SW 4" conc	SY	225	\$25	\$ 5,625.00	\$ 100.00	\$ 22,500.00	\$ 160.00	\$ 36,000.00	\$ 93.32	\$ 20,997.00
	Subtotal - Paving and Marking (4.1 - 4.12)				\$ 2,013,095.00	\$ 1,989,150.00		\$ 2,434,050.00			\$ 2,234,172.35
	SUBTOTAL (1.0, 2.0, 3.0 and 4.0)				\$ 3,852,370.00	\$ 5,505,670.40	\$ 6,444,920.00	\$ 6,444,420.00	\$ 5,827,578.67	\$ 5,827,128.28	
	Total - 20% Contingency				\$ 963,092.50	\$ 550,567.04	\$ 6,444,442.00	\$ 644,442.00	\$ 582,757.87	\$ 582,712.83	
	MB TOTAL (1.0, 2.0, 3.0 and 4.0)				\$ 4,815,462.50	\$ 6,056,237.44	\$ 7,089,412.00	\$ 7,088,862.00	\$ 6,410,336.54	\$ 6,409,841.11	
											</

Total - 20% Contingency

Subtotal - Utilities - Sanitary (5.1-5.8)						\$	160,550.00	\$		157,300.00	\$		230,700.00	\$		261,143.50					
TOTAL (5.0)						\$	160,550.00	\$		-	\$		-	\$		-					
6.0	PC#	Utilities - Potable Water																			
6.1	PW331101-304-06P18	6" Dia. PVC C-900 DR18	LF	2,900	\$125	\$	362,500.00	\$	58.00	\$	168,200.00	\$	90.00	\$	261,000.00	\$	94.59	\$	274,311.00		
6.2	PW331101-309-9001	Adjust valve box to finished grade (in pavement)	EA	11	\$600	\$	6,600.00	\$	500.00	\$	5,500.00	\$	750.00	\$	8,250.00	\$	1,038.61	\$	11,424.71		
6.3	PW-331101-501-0004	4" Dia. Offset Assembly < 50' PVC C-900 DR18 w/Reverse Deadman, (if needed)	EA	2	\$6,500	\$	13,000.00	\$	3,000.00	\$	6,000.00	\$	550.00	\$	1,100.00	\$	10,776.76	\$	21,553.52		
6.4	PW331101-304-9004D	4" DIP Pipe (CL 350) Offset < 50' w/Reverse Deadman, (if needed)	EA	1	\$8,000	\$	8,000.00	\$	4,000.00	\$	4,000.00	\$	11,000.00	\$	11,000.00	\$	14,036.69	\$	14,036.69		
6.5	PW-331101-501-0006	6" Dia. Offset Assembly < 50' PVC C-900 DR18 w/Reverse Deadman, (if needed)	EA	3	\$8,500	\$	25,500.00	\$	4,000.00	\$	12,000.00	\$	11,250.00	\$	33,750.00	\$	21,305.47	\$	63,916.41		
6.6	PW331101-304-9006D	Offset Assembly 6" DIP Pipe (CL 350) w/Reverse Deadman, (if needed)	EA	1	\$10,000	\$	10,000.00	\$	5,000.00	\$	5,000.00	\$	11,250.00	\$	11,250.00	\$	23,173.52	\$	23,173.52		
6.7	PW-331101-309-06RW515	6" RWGV & Box C 515	EA	4	\$2,500	\$	10,000.00	\$	8,000.00	\$	32,000.00	\$	8,500.00	\$	34,000.00	\$	5,696.04	\$	22,784.16		
6.8	PW-331101-314-75SS	3/4" Service Connection	EA	49	\$450	\$	22,050.00	\$	2,000.00	\$	98,000.00	\$	2,750.00	\$	134,750.00	\$	1,468.21	\$	71,942.29		
6.9	PW-331101-314-75LS	3/4" Service Connection with Sleeves long	EA	38	\$550	\$	20,900.00	\$	3,500.00	\$	133,000.00	\$	3,750.00	\$	142,500.00	\$	4,705.49	\$	178,808.62		
6.10	PW-331101-313-9001	Horizontal Adjustment of Potable Meter Box (> 6") (Remove, Relocate & Reconnect)	EA	1	\$2,500	\$	2,500.00	\$	5,000.00	\$	5,000.00	\$	3,500.00	\$	3,500.00	\$	10,091.95	\$	10,091.95		
6.11	PW331101-310-0001	Fire Hydrant Assembly w/valve	EA	5	\$7,500	\$	37,500.00	\$	15,500.00	\$	77,500.00	\$	10,500.00	\$	52,500.00	\$	11,647.10	\$	58,235.50		
6.12	PW331101-312-0606TV	Tapping Sleeve Valve & Box	EA	3	\$3,500	\$	10,500.00	\$	6,500.00	\$	19,500.00	\$	7,650.00	\$	22,950.00	\$	9,448.09	\$	28,344.27		
6.13	PW331101-308-C153	DI Fittings C 153 (Compact Body)	TN	1.5	\$11,000	\$	16,500.00	\$	15,000.00	\$	22,500.00	\$	22,500.00	\$	33,750.00	\$	15,958.33	\$	23,937.50		
6.14	PW-331101-304-06PP	6" Pigging Port	EA	3	\$5,500	\$	16,500.00	\$	5,000.00	\$	15,000.00	\$	5,750.00	\$	17,250.00	\$	19,041.31	\$	57,123.93		
6.15	PW-331301-000-0206	Disinfection of 2" to 6" Water Main	EA	3	\$2,500	\$	7,500.00	\$	1,000.00	\$	3,000.00	\$	3,500.00	\$	10,500.00	\$	3,749.74	\$	11,249.22		
6.16	PW-999-0000	Unspecified Work (Allowance)	LS		\$150,000	\$	150,000.00	\$	150,000.00	\$	150,000.00	\$	150,000.00	\$	150,000.00	\$	150,000.00	\$	150,000.00		
Subtotal - Utilities - Potable Water (6.1 - 6.16)						\$	839,750.00	\$		756,200.00	\$		905,050.00	\$		928,050.00	\$		1,020,933.29		
7.0	PC#	Utilities - Reclaimed																			
7.1	RW331101-501-0004	4" Dia. Offset Assembly < 50' PVC C-900 DR18 w/Reverse Deadman, (if needed)	EA	3	\$5,500	\$	16,500.00	\$	3,000.00	\$	9,000.00	\$	11,000.00	\$	33,000.00	\$	10,750.82	\$	32,252.46		
7.2	RW331101-304-9004D	Offset Assembly 4" Dia. DIP w/Reverse Deadman, (if needed)	EA	1	\$7,500	\$	7,500.00	\$	4,000.00	\$	4,000.00	\$	11,000.00	\$	11,000.00	\$	13,783.45	\$	13,783.45		
7.3	RW-331101-501-0006	6" Dia. Offset Assembly < 50' PVC C-900 DR18 w/Reverse Deadman, (if needed)	EA	3	\$6,500	\$	19,500.00	\$	4,000.00	\$	12,000.00	\$	11,250.00	\$	33,750.00	\$	22,650.99	\$	67,952.97		
7.4	RW331101-304-9006D	Offset Assembly 6" Dia. DIP w/Reverse Deadman, (if needed)	EA	1	\$8,500	\$	8,500.00	\$	5,000.00	\$	5,000.00	\$	11,250.00	\$	11,250.00	\$	18,058.13	\$	18,058.13		
7.5	RW-333501-309-C153	DI Fittings C 153 (Compact Body)	TN	0.5	\$10,000	\$	5,000.00	\$	15,000.00	\$	7,500.00	\$	22,500.00	\$	11,250.00	\$	33,854.83	\$	16,927.42		
7.6	RW-331101-314-01LS	1" Reclaim Service adjustment, (if needed)	EA	15	\$650	\$	9,750.00	\$	1,000.00	\$	15,000.00	\$	3,500.00	\$	52,500.00	\$	1,473.63	\$	22,104.45		
7.7	RW-999-0000	Unspecified Work (Allowance)	LS	1	\$25,000	\$	25,000.00	\$	25,000.00	\$	25,000.00	\$	25,000.00	\$	25,000.00	\$	25,000.00	\$	25,000.00		
Subtotal - Utilities - Reclaimed Water (7.1 - 7.7)						\$	91,750.00	\$		77,500.00	\$		177,750.00	\$		196,078.88					
PINELLAS COUNTY MISC. PRUITT & BAYSHORE (1/2 SPLIT W/ MB)																					
8.0	PC#	MISC. ITEMS																			
8.1	350-0206	Driveway Restoration, 6" conc. in County ROW	SY	250	\$100	\$	25,000.00	\$	120.00	\$	30,000.00	\$	180.00	\$	45,000.00	\$	107.10	\$	26,775.00		
8.2	353-0102	Driveway Restoration, In Kind, Decorative Block	SY	250	\$8	\$	2,000.00	\$	50.00	\$	12,500.00	\$	225.00	\$	56,250.00	\$	275.67	\$	68,917.50		
8.3	522-0006	SIDEWALK, CONCRETE, 6"	SY	106	\$100	\$	10,600.00	\$	120.00	\$	12,720.00	\$	160.00	\$	16,960.00	\$	189.77	\$	20,115.62		
8.4	522-1004	Sidewalk Conc. 4"	SY	280	\$90	\$	25,200.00	\$	100.00	\$	28,000.00	\$	160.00	\$	44,800.00	\$	85.05	\$	23,814.00		
8.5	204-1000	8" Base Crush Conc for water main crossings	SY	200	\$55	\$	11,000.00	\$	30.00	\$	6,000.00	\$	70.00	\$	14,000.00	\$	76.15	\$	15,230.00		
8.6	575-0112	SOD	SY	1,000	\$4	\$	4,000.00	\$	9.00	\$	9,000.00	\$	12.00	\$	12,000.00	\$	6.30	\$	6,300.00		
8.7	999-0000	Unspecified Work (Allowance)	EA	1	\$10,000	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00		
Subtotal -PINELLAS COUNTY MISC.(8.1 - 8.7)						\$	87,800.00	\$		108,220.00	\$		199,010.00	\$		171,152.12					
PINELLAS COUNTY TOTAL (5.0-8.0)						\$	1,179,850.00	\$		941,920.00	\$		1,099,220.00	\$		1,513,010.00	\$		1,649,307.78		
OVERALL CONSTRUCTION COST						\$	5,995,312.50	\$		6,998,157.49	\$		7,155,457.44	\$		8,599,782.00	\$		8,059,644.32	\$	8,059,148.89
OPTION A																					
OP_A	Drainage Option Between Homes																				
OP-A1	ConTech A2000 15"	LF	1,110	\$150	\$	166,500.00	\$	110.00	\$	122,100.00	\$	195.00	\$	216,450.00	\$	222.77	\$	247,274.70			
Subtotal - Paving and Marking (OP-A1)						\$	166,500.00	\$		-	\$		-	\$		-	\$		-		
Subtotal - Drainage Option Between Homes (OP-A1)						\$	166,500.00	\$		121,000.00	\$		122,100.00	\$		216,450.00	\$		247,274.70		

**PROPOSAL BOND**

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

**KNOWN ALL MEN BY THESE PRESENTS:** That we, the undersigned, Harbor Contracting, LLC.\_\_\_\_\_ as Principal, and FCCI Insurance Company

\_\_\_\_\_ as Surety, who's address is \_\_\_\_\_

6300 University Parkway Sarasota, FL 34240-8424, are held and firmly bound unto the City of Madeira Beach, Florida, in the sum of Six hundred and ninety nine thousand eight hundred and fifteen Dollars and seventy four cents (\$699,815.74) (being a minimum of 10% of Contractor's Total Bid Amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

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

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

Signed this 25th day of March, 2025.

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

Harbor Contracting, LLC.13970 W Hillsborough Ave Tampa, FL 33635

Principal

By: Title Anthony Cerullo, PresidentFCCI Insurance Company6300 University Parkway Sarasota, FL 34240-8424

Surety

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

Inquiries: (321) 800-6594

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

**AFFIDAVIT**

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

**STATE OF FLORIDA****COUNTY OF** Hillborough

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

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

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

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

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

Anthony Cenuilo, President, 100% owner  
 Affiant

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

Notary Public

Matt Farhadi  
 Type / Print / Stamp Name of Notary

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



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



## GENERAL POWER OF ATTORNEY

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

Jorge Bracamonte; Jessie Sloan; Hallie Martin

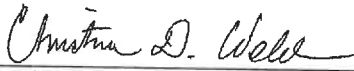
Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$30,000,000.00):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

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


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

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

Attest:

  
Christina D. Welch, President  
FCCI Insurance Company



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

State of Florida  
County of Sarasota

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

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027

  
Notary Public

State of Florida  
County of Sarasota

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

My commission expires: 2/27/2027




PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027

  
Notary Public

## CERTIFICATE

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

Dated this 25th day of March, 2025

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



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

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

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


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

## **PROPOSAL**

(1)

**TO THE CITY OF MADEIRA BEACH, FLORIDA, for**

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

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

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

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

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

**PROPOSAL**

(2)

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

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

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

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

NAMES:

ADDRESSES:

Anthony Cenito

524 Oakwood Blvd Oldsmar, FL 34677

Signature of Bidder: 

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



**PROPOSAL**

(3)

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

Principal:

Anthony Cewillo

By:

A

Title:

President

Business Address of Bidder:

13970 W Hillsborough Ave

City and State:

Tampa, FL

Zip Code

33635

Dated at

10:40 AM

, this

24<sup>th</sup>

day of

March, A.D., 2025

**CITY OF MADEIRA BEACH**  
**ADDENDUM SHEET**

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

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

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

Harbor Contracting LLC  
 (Name of Bidder)

[Signature]  
 (Signature of Officer)

President  
 (Title of Officer)

3/24/25  
 (Date)

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

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

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

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



4.4	Concrete Flumes	SF	1,300	30.00	39,000.00
4.5	Concrete Drive Replacement 6" (3' BOC)	SY	2085	120.00	250,200.00
4.6	Brick Drive Replacement (Remove & Reuse where possible)	SY	900	20.00	18,000.00
4.7	Gravel & Shell Driveway Replacements (4")	SF	6,000	7.50	45,000.00
4.8	6" Double Yellow Pavement Markings	LF	8,000	3.00	24,000.00
4.9	24" Pavement Markings (Stop Bar)	LF	60	10.00	600.00
4.10	D Curb	LF	70	60.00	4,200.00
4.11	SW 6" conc (Pruitt)	SY	200	120.00	24,000.00
4.12	SW 4" concrete	SY	225	100.00	22,500.00
<b>Subtotal - Paving and Marking (4.1 - 4.12)</b>					1,989,150.00
<b>SUBTOTAL (1.0, 2.0, 3.0 and 4.0)</b>					5,505,470.70
<b>Total - 10% Contingency</b>					550,547.07
<b>TOTAL (1.0, 2.0, 3.0 and 4.0)</b>					6,056,017.77
<b>PINELLAS COUNTY UTILITIES</b>					
<b>5.0</b>	<b>PC #</b>	<b>PC-Utilities - Sanitary Sewer</b>			
5.1	SS-333301-301-08D-0006	8" DI Pipe Class 350	LF	214	200.00 42,800.00
5.2	SS-333301-301-960006	Adjust & Furnish 6" SS Service Lateral, (if needed)	EA	15	2,000.00 30,000.00
5.3	SS-333900-302-K002	Adjust Sanitary Manhole Rim & Cover, (outside of pavement)	EA	4	500.00 2,000.00
5.4	SS-333900-302-K001	Adjust Sanitary Manhole Rim & Cover, (in pavement)	EA	10	850.00 8,500.00
5.5	SS-333900-302-4001	4' dia. - Precast Manhole Standard	EA	1	10,000.00 10,000.00
5.6	SS-333900-302-9001	Remove Existing Manhole - Initial	EA	1	4,000.00 4,000.00
5.7	SS-333400-501-0006	6" Dia. Force Main Pipe +/- 50' Offset	EA	1	10,000.00 10,000.00
5.8	SS999-0000	Unspecified Work (Allowance)	LS	1	\$50,000 \$50,000
<b>Subtotal - Utilities - Sanitary (5.1-5.8)</b>					157,300.00
<b>TOTAL (5.0)</b>					
<b>6.0</b>	<b>PC #</b>	<b>PC- Utilities - Potable Water</b>			
6.1	PW331101-304-06P18	6" Dia. PVC C-900 DR18	LF	2900	58.00 168,200.00
6.2	PW331101-309-9001	Adjust valve box to finished grade (in pavement)	EA	11	500.00 5,500.00
6.3	PW-331101-501-0004	4" Dia. Offset Assembly < 50' PVC C-900 DR18 w/Reverse Deadman, (if needed)	EA	2	3,000.00 6,000.00
6.4	PW331101-304-9004D	4" DIP Pipe (CL 350) Offset < 50' w/Reverse Deadman, (if needed)	EA	1	4,000.00 4,000.00
6.5	PW-331101-501-0006	6" Dia. Offset Assembly < 50' PVC C-900 DR18 w/Reverse Deadman, (if needed)	EA	3	4,000.00 12,000.00

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

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

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

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

**PINELLAS COUNTY RESTORATION MARGEURITE, PRUITT & BAYSHORE**

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

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

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



**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH  
CUBA AND SYRIA CERTIFICATION FORM**

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

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

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

Authorized Signature

Printed Name

Title

Name of Entity / Corporation

STATE OF Florida

COUNTY OF Hillsborough

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



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

Notary Public

Printed Name

My Commission Expires: 1/17/28

NOTARY SEAL ABOVE

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature)  
Authorized Signature

Anthony Cenilo  
Printed Name

President  
Title

Harbor Contracting LLC  
Name of Entity / Corporation

STATE OF Florida

COUNTY OF Hillsborough

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



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

My Commission Expires: 1/17/28

NOTARY SEAL ABOVE

(Signature)  
Notary Public

Matt Farhadi  
Printed Name

**CONTRACT**

(1)

This **CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and **Harbor Contracting, LLC** \_\_\_\_\_, of the City of Tampa, County of Hillsborough, and State of Florida, hereinafter designated as the "Contractor".

**WITNESSETH:**

That the parties to this Contract each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and his or its successors, assigns, executors, or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools, and equipment for the following:

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

**in the amount of \$ 7,155,457.44**

In accordance with such proposal and technical supplemental specifications and such other special provisions and drawings, if any, which will be submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the Contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions, or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

**THE CONTRACTOR AND HIS OR IT'S SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS, AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS, OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY, OR THE CONTRACTOR, OR THE CONTRACTOR'S SUB-CONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB-CONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.**

## CONTRACT

(2)

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the *nondiscrimination clause*.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of \$1,000.00 per day for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of \$1,000.00 per day shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at his or its own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

**CONTRACT**

(3)

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2013), specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Madeira Beach in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City of Madeira Beach 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; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Madeira Beach 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 City of Madeira Beach.



**CONTRACT**

(3)

**IN WITNESS, WHEREOF**, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

**CITY OF MADEIRA BEACH  
IN PINELLAS COUNTY, FLORIDA**

By: \_\_\_\_\_  
Robin Gomez, City Manager

(SEAL)

Countersigned:

Attest:

\_\_\_\_\_  
Clara VanBlargan, City Clerk

By: \_\_\_\_\_  
Anne-Marie Brooks, Mayor

Approved as to form:

\_\_\_\_\_  
Tom Trask, City Attorney

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

Anthony Cenillo, President  
Harbor Contracting LLC (Corporation)  
(Contractor)

By: \_\_\_\_\_ (SEAL)



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





# Memorandum

**Meeting Details:** May 14, 2025

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** Joint Participation Agreement with Pinellas County for Area 3 Roadway and Drainage Improvement Project

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## **Background**

The city is moving forward with the Area 3 Roadway and Drainage Project to address long-standing infrastructure needs. As part of the project, the existing Pinellas County utility infrastructure within the project limits will be impacted and requires replacement. Rather than the County independently scheduling and performing these improvements at a later time, it has been determined that including this work within the City's construction contract will streamline the process, reduce costs, and minimize future disruptions to residents and businesses.

Pinellas County has proposed entering into a Joint Participation Agreement with the City, under which the County agrees to reimburse the City for utility-related work performed as part of the larger construction project. This arrangement is mutually beneficial, as it provides cost savings through coordinated construction and avoids redundant excavation and road closures.

The agreement outlines responsibilities for both parties and establishes a maximum reimbursement amount of **\$1,430,000**. All work associated with the County's utilities will be clearly identified and tracked for cost recovery. The City will submit regular documentation and invoices to the County in accordance with the terms of the JPA.

## **Fiscal Impact**

The fiscal impact is a maximum reimbursement from Pinellas County in the amount of \$1,430,000.00.

## **Recommendation(s)**



Staff recommends the Board of Commissioners approve the Joint Participation agreement with Pinellas County for Area 3 Roadway and Drainage Improvement Project.

**Attachments**

**Joint Participation Agreement with Pinellas County**

**Pinellas County Project Location Map**

## JOINT PROJECT AGREEMENT

**BETWEEN PINELLAS COUNTY AND THE CITY OF MADEIRA BEACH FOR CONSTRUCTION SERVICES FOR THE RELOCATION AND REPLACEMENT OF PINELLAS COUNTY WATER MAINS, SEWER GRAVITY MAINS, FORCEMAINS AND RECLAIMED WATER MAINS OWNED AND MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED CITY OF MADEIRA BEACH ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG PRUITT DRIVE, MARGUERITE DRIVE, BAYSHORE DRIVE, AND PARSLEY DRIVE.**

### SECTION 1 INTENT OF AGREEMENT

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

WITNESSETH that:

WHEREAS the CITY desires to construct roadway and drainage system improvements along Pruitt Drive, Marguerite Drive, Bayshore Drive, and Parsley Drive; and

WHEREAS, the COUNTY owns and operates potable water mains, fire hydrants, service lines, connections, water meters, gravity sewer mains, lateral services, force mains, reclaimed water mains, reclaimed water services, manholes, gate valves and miscellaneous utility appurtenances that require relocation and replacement along Pruitt Drive, Marguerite Drive, Bayshore Drive and Parsley Drive, as described in Exhibit A; herein referred to as "COUNTY UTILITY WORK," and

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

### SECTION 2 SCOPE OF CONSTRUCTION SERVICES

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

As part of the City of Madeira Beach's Pruitt, Marguerite, Bayshore, and Parsley Drive Roadway and Drainage Improvements, some of the existing watermain, reclaimed water and gravity sewer main owned by COUNTY conflicts with the proposed road and drainage improvements and will be replaced or realigned to accommodate the proposed project improvements. The existing water mains are composed of 2-inch and 6-inch watermain with some being old cast-iron pipes and substandard thin wall PVC Conduit pipes that has surpassed its useful life. The new replacement mains will be 2 inch and 6-inch PVC or 8-inch high-density polyethylene (HDPE) pipe by approximately 3,250 linear feet. COUNTY will also install new fire hydrants for public safety, new service lines to improve water quality and new automated electronic water meters to improve data

gathering. Some portions of the existing 8-inch gravity sewer and reclaimed water mains (4'-8") could potentially be impacted and replaced due to this road and drainage project. ("COUNTY UTILITY WORK")

### **SECTION 3 SERVICES TO BE PROVIDED BY THE CITY**

Preceding this agreement, the COUNTY hired the services of one of its Small Business Enterprise Consultants to design the COUNTY UTILITY WORK as part of the CITY's Pruitt, Marguerite, Bayshore and Parsley Drive roadway and drainage improvement project (the "PROJECT"). Upon acceptance and approval of the construction plans and specifications by all parties, the CITY shall hire a private contractor to construct the COUNTY UTILITY WORK.

The COUNTY shall reimburse the CITY for the cost of the construction of the COUNTY UTILITY WORK as set forth in Section 5 below. The CITY shall not be obligated to provide work by its private contractor for the COUNTY UTILITY WORK that exceeds One Million Four Hundred Thirty Thousand Dollars and 00/100 (\$1,430,000) for the cost of said work.

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

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

### **SECTION 4 SERVICES TO BE PROVIDED BY THE COUNTY**

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

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

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

### **SECTION 5 FUNDING AND INVOICING**

The COUNTY will pay 100% of the total cost of construction and relocation of the COUNTY

UTILITY WORK along Pruitt, Marguerite, Bayshore, and Parsley Drive, which shall not exceed One Million Three Hundred Thousand Dollars and 00/100 (\$1,300,000.00).

The COUNTY will pay an additional ten percent (10%) of the total cost of construction services which shall not exceed One Hundred Thirty Thousand Dollars and 00/100 (\$130,000.00), that will cover mobilization, maintenance of traffic and miscellaneous administrative fees of the COUNTY UTILITY WORK.

The CITY shall initially pay the total construction cost for the COUNTY UTILITY WORK. The CITY will invoice the COUNTY for the construction costs of the COUNTY UTILITY WORK, not to exceed One Million Four Hundred Thirty Thousand Dollars and 00/100 (\$1,430,000.00), upon approval of the COUNTY Project Manager. The COUNTY shall pay the CITY in accordance with the Florida Prompt Payment Act time schedule for construction projects.

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

## **SECTION 6 BONDS, INSURANCE, AND INDEMNIFICATION**

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

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

## **SECTION 7 ACCOUNTING RECORDS**

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

## **SECTION 8 EFFECTIVE DATE**

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

## **SECTION 9 TERMINATION**

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

## **SECTION 10 NOTICE**

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

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

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

Engineer of Record for the CITY:        Albert Carrier, P.E.  
    Principal Transystems  
    Civil Engineers, Land Surveyors  
    565 S. Hercules Avenue  
    Clearwater, FL 33764

## **SECTION 11 ENTIRE AGREEMENT**

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

## SECTION 12 ADDITIONAL PROVISIONS

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

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

### 12.2 Responsibilities of the Parties

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

### 12.3 Discrimination

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

### 12.4. Assignment

This Agreement may not be assigned.

### 12.5. Severability

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

### 12.6. Waiver

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

### 12.7. Due Authority

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

## 12.8. Headings

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

## 12.9. Fiscal Funding

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

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

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

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

By: \_\_\_\_\_  
Anne-Marie Brooks, Mayor

By: \_\_\_\_\_  
Chairman

ATTEST:

WITNESS:

By: \_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk

By: \_\_\_\_\_  
County Clerk  
(Seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Thomas J Trask, City Attorney

By: \_\_\_\_\_  
Office of the County Attorney



# Memorandum

**Meeting Details:** May 14, 2025

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** Interlocal Agreement for Storm Debris Management Site utilization

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## **Background**

Staff have reached out to the City of Largo to create an agreement for the use of their debris management site in the event of another hurricane. The interlocal agreement has been with the city attorney and has made minor changes. The use will be for lot 14 for a 90-day period and cost \$500 per storm. The term of this agreement is five years from the effective date and will be renewed for an additional four, one year terms unless written notice is provided before.

The reason for this agreement is due to Hurricane Helene and struggling to find a location for our storm debris cleanup. At the time the City of Largo didn't have any available space but has agreed to sign an agreement to ensure we have a location.

## **Fiscal Impact**

The fiscal impact is \$500 per storm.

## **Recommendation(s)**

Staff recommends the Board of Commissioners approve the interlocal agreement with the City of Largo for the use of the debris management site.

## **Attachments**

- **Interlocal Agreement for Storm Debris Management Site**



## INTERLOCAL AGREEMENT FOR

### STORM DEBRIS MANAGEMENT SITE “LOT 14” UTILIZATION

This Interlocal Agreement for Storm Debris Management Site (“DMS”) “Lot 14” Utilization (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF LARGO, a Florida municipal corporation (“Largo”) and the TOWN OF BELLAIR, a Florida municipal corporation (“Belleair”), CITY OF INDIAN ROCKS BEACH, a Florida municipal corporation (“Indian Rocks Beach”), CITY OF BELLEAIR BEACH, a Florida municipal corporation (“Belleair Beach”), and CITY OF MADERIA BEACH, a Florida municipal corporation (“Maderia Beach”) (collectively, excluding Largo, the “Cities”, individually each shall be referred to as “City”), all of which are located in Pinellas County, Florida (collectively, including Largo and Cities, shall be referred to as “Parties”).

### WITNESSETH

WHEREAS, this Agreement is made and entered into among the Parties pursuant to Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969”; and

WHEREAS, tropical storms and hurricanes often produce excessive amounts of construction & demolition debris (“C&D”) and vegetative debris; and

WHEREAS, the Federal Emergency Management Agency (“FEMA”) has stringent requirements for clean-up activities, including but not limited to the removal of C&D and vegetative debris following certain natural disasters, including tropical storms and hurricanes; and

WHEREAS, the Cities do not currently have a location to store C&D and vegetative debris produced by a natural disaster such as a tropical storm or hurricane; and

WHEREAS, the Cities seek a location to store their C&D and vegetative debris following a natural disaster such as a tropical storm or hurricane; and

WHEREAS, Largo has agreed to provide the Cities use of an area of Largo’s land as a location for the Cities to store their C&D and vegetative debris following a natural disaster such as a tropical storm or hurricane; and

WHEREAS, the Cities have agreed to accept use of Largo’s land as a location for the Cities to store their C&D and vegetative debris following a natural disaster such as a tropical storm or hurricane in accordance with the terms and conditions of this Agreement.

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

### AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated fully by reference.
2. Following the Governor's Declaration of an Emergency for Pinellas County for a natural disaster classified as a tropical storm or hurricane by the National Weather Service (“Storm”), Largo will make a portion of its land available to the Cities for the storage of C&D and vegetative debris produced

by the Storm (“Debris”). Specifically, Largo agrees to make available to each City a one and one-half (1.5) acre of the of an area of land commonly known as “Lot 14,” as further described in Exhibit A, attached hereto and incorporated herein (the “Lot”). In the event a City wishes to obtain additional space from Largo for Debris storage, they may request additional space from Largo’s Utilities Director in writing. Largo’s Utilities Director may provide additional space to the requesting City in his or her sole and absolute discretion.

3. Each City shall be permitted to store its Debris on the Lot for ninety (90) days after a Governor's Declaration of Emergency for Pinellas County. In the event a City requires additional time to store its Debris on the Lot, the City shall request such additional time from the Largo Utilities Director no later than seventy-five (75) days after the Declaration of Emergency. Largo’s Utilities Director may provide additional time to the requesting City in his or her sole and absolute discretion.

4. Each City shall be solely responsible for all transportation of its Debris to and from the Lot.

5. Largo shall charge \$500 per Storm for each City for the storage of their Debris on the Lot, except as provided for in this section. Each City shall be solely responsible for all costs incurred managing, transporting, monitoring, and storing its Debris, at all times, including but not limited to while its Debris is on the Lot. Largo shall not be responsible for any costs incurred by any City in relation to the Cities’ Debris or storage of the Cities’ Debris on the Lot. In the event Largo is charged for any costs associated with the Cities’ Debris, the City responsible for the costs shall immediately reimburse Largo.

6. Each City shall be responsible for its Debris at all times, including but not limited to while the Debris is being stored on the Lot.

7. Parties shall not store anything else, including any other type of debris, on the Lot except for C&D and vegetative debris produced by a Storm.

8. Upon each individual City’s removal of its Debris from the Lot, each City shall return the portion of the Lot where the City’s Debris was stored to the condition the Lot was in prior to the storage of the City’s Debris, as deemed acceptable by Largo in its discretion.

9. Each City shall coordinate its performance under this Agreement with Largo’s debris managers, whose contact information is set forth in section 17 of this Agreement.

10. At all times during this Agreement, each City shall be responsible for ensuring compliance with all federal, state and local rules and regulations including, but not limited to, federal and state environmental requirements with regard to storing its Debris on the Lot.

11. To the maximum extent permitted by law, each City agrees to assume liability for and indemnify, hold harmless, and defend Largo, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys’ fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the negligent or deliberate acts or omissions of the City, its elected officials, mayors, officers, employees, agents, and attorneys with regard to the City’s Debris stored on the Lot under this Agreement. Nothing contained herein shall in any way waive any immunity from or limitation of liability that each party enjoys presently under the Florida Constitution, Florida Statutes, particularly with respect to

chapter 768, Florida Statutes, or the doctrine of sovereign immunity. The obligations contained in this section shall survive termination of this Agreement.

12. If any one or more sections, clauses, sentences or parts of this Agreement shall for any reason be questioned in any court, and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions thereof, but shall be confined in its operation to the specific provisions so held unconstitutional or invalid and the inapplicability or invalidity of any section, clause or provision of this Agreement in any one or more instances shall not affect or prejudice in any way its applicability or validity in any other instances.

13. Largo may terminate this Agreement by providing thirty (30) days' written notice to the Cities. Any City may terminate this Agreement as it relates to that City by providing thirty (30) days' written notice to Largo and the other Cities. All benefits and obligations under this Agreement as they relate to the party or parties that are the subject of the termination notice, will cease thirty (30) days from the receipt of a termination notice, except for the obligations contained in section 11 above.

14. This Agreement shall become effective ten (10) days after execution by the parties and upon its filing with the Clerk of the Circuit Court for Pinellas County as provided for in Section 163.01(11), Florida Statutes ("Effective Date"). This Agreement shall remain in effect for (5) five years from the Effective Date, unless earlier terminated pursuant to section 13 above, and shall automatically renew for (4) four additional one (1) year terms, unless Largo or a City provides written notice to the other parties thirty (30) days in advance of the renewal date of their intent not to renew.

15. This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives. No party shall assign or otherwise transfer any of its rights or duties under this Agreement without the express prior written consent of the other parties.

16. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of either party, nor shall it be construed as enforceable by any third parties.

17. All notices, requests, demands, deliveries, and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or delivered personally when sent by facsimile, telex or telegram, or when mailed, registered or certified, first-class postage pre-paid as set forth below:

If to Belleair to:

Gay Lancaster, Town Manager  
Town of Belleair  
901 Ponce de Leon Blvd.  
Belleair, FL 33756

With a copy to:

Town Attorney  
Jay Daigneault, B.C.S.

Trask Daigneault, L.L.P.  
1001 S. Ft. Harrison Ave. Suite 201  
Clearwater, FL 33756

If to Indian Rocks Beach to:

Gregg Mims, City Manager  
City of Indian Rocks Beach  
1507 Bay Palm Blvd.  
Indian Rocks Beach, FL 33785

With a copy to:  
City Attorney  
Randy Mora, B.C.S.  
Trask Daigneault, L.L.P.  
1001 S. Ft. Harrison Ave. Suite 201  
Clearwater, FL 33756

If to Belleair Beach to:

Kyle Riefler, City Manager  
City of Belleair Beach  
444 Causeway Blvd.  
Belleair Beach, FL 33786

With a copy to :  
City Attorney  
Randy Mora, B.C.S.  
Trask Daigneault, L.L.P.  
1001 S. Ft. Harrison Ave. Suite 201  
Clearwater, FL 33756

If Madeira Beach to:

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

with a copy to:  
Thomas J. Trask, B.C.S.

Trask Daigneault, L.L.P.  
 1001 S. Ft. Harrison Ave. Suite 201  
 Clearwater, FL 33756

If to Largo, to:

Shauwn Clark and John Benton  
 Debris Managers  
 City of Largo  
 P.O. Box 296  
 Largo, Florida 33779-0296

with a copy to:

City Attorney  
 Alan S. Zimmet, B.C.S.  
 P.O. Box 296  
 Largo, Florida 33779-0296

Any party may change the persons and addresses to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

18. This Agreement embodies the whole agreement of the parties and supersedes any other prior agreements or negotiations relating to the subject matter of this Agreement. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations, and/or agreements, whether written or oral, between the parties. This Agreement may be modified only in writing executed by all parties.

19. This Agreement shall be construed by and controlled under the laws of the State of Florida. The parties agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division. For any dispute related to the implementation of the provisions of this Agreement, all parties agree to first utilize the dispute resolution provisions contained in Chapter 164, Florida Statutes, as amended. 20. Nothing in this Agreement shall prevent Largo from utilizing the Lot for any purposes that do not interfere with the Cities' use of the Lot during a Storm. The Cities shall not use the Lot to store their Debris to interfere with any use or operation conducted by Largo on the Lot. Nothing in this Agreement shall prevent Largo from entering into an agreement with other cities not a party to this Agreement to allow them to store debris during a Storm on the Lot.

21. This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party on the basis of which party drafted the agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the \_\_\_\_\_ day and \_\_\_\_\_ year first above written. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the \_\_\_\_\_ day and \_\_\_\_\_ year first above written.

TOWN OF BELLAIR,  
a Florida municipal corporation

By: \_\_\_\_\_

Print Name: Gay Lancaster

Town Manager of BELLEAIR

CITY OF LARGO,  
a Florida municipal corporation

By: \_\_\_\_\_

Louis ("Woody") L. Brown

Mayor of Largo

ATTEST:

ATTEST:

Print Name:

Diane L. Bruner

\_\_\_\_\_  
Christine Nicole, Town Clerk of BELLEAIR

\_\_\_\_\_  
City Clerk of Largo

Reviewed and Approved:

---

Jay Daigneault, Town Attorney

CIT OF INDIAN ROCKS BEACH,  
a Florida municipal corporation

By:

---

Print Name: Gregg Mims

---

City Manager of Indian Rocks Beach

ATTEST:

Print Name:

---

Lorin Kornijtschuk, City Clerk of Indian  
Rocks Beach

Reviewed and Approved:

---

Randy Mora, City Attorney

CITY OF MADERIA BEACH,  
a Florida municipal corporation

By:

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Print Name: Robin Gomez

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City Manager of Maderia Beach

Reviewed and Approved:

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Alan S. Zimmet, City Attorney

CITY OF BELLEAIR BEACH,  
a Florida municipal corporation

By:

---

Printed Name: Kyle Riefler

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City Manager of Belleair Beach

ATTEST:

Print Name:

---

Renee Rose, City Clerk of Belleair Beach

Reviewed and Approved:

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Randy, Mora, City Attorney

ATTEST:

Print Name:

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Clara Vanblargan, City Clerk of Maderia  
Beach

Reviewed and Approved:

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Thomas J. Trask, City Attorney



**Exhibit A**

“The Lot 14”

Lot 14 DMS Layout





# Memorandum

**Meeting Details:** May 14, 2025 – Board of Commissioners Regular Meeting  
**Prepared For:** Honorable Mayor Brooks and the Board of Commissioners  
**Staff Contact:** Community Development Department  
**Subject:** Amendment to Kimley-Horn Agreement for the Master Plan

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## **Background**

The Consulting and Design agreement with Kimley Horn for the Master Plan was finalized April 10, 2024. The scope of services only included the Master Plan.

## **Discussion**

The city staff requests to amend the agreement to include additional consulting services needed as a result of the implementation of the Master Plan. This could include amendments to the Land Development Regulations and Comprehensive Plan to help the city successfully implement and apply goals and strategies from the Master Plan.

## **Fiscal Impact**

This depends on the extent to additional consulting services.

## **Recommendation(s)**

Amend the agreement to include additional consulting services.

## **Attachments/Corresponding Documents**

- Amendment 1 to Kimley-Horn Agreement for the Master Plan

## FIRST AMENDMENT TO CONSULTING AND DESIGN SERVICES

THIS FIRST AMENDMENT TOCONSULTING AND DESIGN SERVICES AGREEMENT, made and entered into on April 9, 2025 by between City of Madeira Beach, Florida ("City") and Kimley-Horn and Associates, Inc. ("Consultant").

WITNESSETH:

WHEREAS, the City and Consultant entered into a Consulting and Design Services Agreement dated April 10, 2024, hereinafter "Agreement", for the furnishing of professional services related to the City's new Master Plan: and

WHEREAS, the parties now desire to amend the Agreement to authorize additional consulting services needed as a result of the implementation of the Master Plan.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. That section 1.1 of the Agreement is hereby amended and shall provide as follows:

### 1.1 PROJECT

CONSULTANT shall provide CITY consulting, services on one or more projects, in accordance with this Agreement and as more particularly described in the Scope of Services, which shall be detailed in the form attached as Exhibit A (hereinafter "SERVICES").

2. That section 6.1.1.1 of the Agreement is hereby amended and shall provide as follows:

**6.1.1.1** - The mutually agreed upon lump sum as detailed in each Scope of Service; or

3. Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed by City and Consultant and each, by the execution of this First Amendment, hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF this First Amendment is signed and sealed by the respective parties hereto.

As to Consultant:

As to CITY:




---

Brooke Arriaga  
Regional Contract Lead  
Kimley-Horn and Associates, Inc.

---

Robin Gomez, City Manager  
Beach, Florida 300 Municipal Dr.  
Madeira Beach, Florida 33706

Attest:

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Clara VanBlargan, City Clerk



## MEMORANDUM

**Date:** May 14, 2025  
**To:** Hon. Mayor and Board of Commissioners  
**Through:** Robin Gomez, City Manager  
**From:** Andrew Laflin, Director of Finance  
**Subject:** Ordinance 2025-13 Fees and Collection Procedure Manual – FY 2025 Update, 1<sup>st</sup> Reading and Public Hearing

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### **Background**

The purpose of this agenda item is to present to the Board of Commissioners proposed amendment to the Fees and Collection Procedure Manual to provide for the changes to the rates of overnight parking and to reword and update certain Community Development services and fees.

Exhibit A - 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 2025-13. The departments involved in these proposed fee changes are Parking and Community Development Department.

### **Fiscal Impact**

This amendment will serve the public morale and wellbeing.

### **Recommendation**

Staff recommends approval of Ordinance 2025-13.

### **Attachment(s):**

- Ordinance 2025-13
- Exhibit A: Fees and Collection Procedure Manual with tracked changes.
- Ordinance 2025-13 Fees and Collections Procedure Manual Business Impact Estimate

## ORDINANCE 2025-13

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Anne-Marie Brooks, Mayor



**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

# **Business Impact Estimate**

Proposed ordinance's title/reference:  
Ordinance 2025-13: Fees and Collection Procedure Manual

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law<sup>1</sup> 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:

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.



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

Ordinance 2025-13 amends the Fees and Collection Procedure Manual to revise various Community Development fees and parking fees.

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

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

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

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

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

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

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

**Exhibit A**  
**Ordinance 2025-13**



# **FEES & COLLECTION PROCEDURE MANUAL**

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

**Office of the City Clerk**  
**Adopted:**

# FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE 2025-13)

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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. Admin. 2.420(m)(2). If the request is denied, the custodian shall state in writing the basis for the denial. *Id.*

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

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

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

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

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

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

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

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

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

## SECTION E. Custodian of Public Records and Designated Custodians of Public Records

### CUSTODIAN OF PUBLIC RECORDS

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

### RECORDS CUSTODIANS

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

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

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## ARTICLE II. DEVELOPMENT SERVICES

### A. General Development Services Fee Structure:

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

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

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

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

(3) Special exception use .....\$1,800.00

(4) Appeal of decision (appeal is refundable if decision is overruled).....\$1,500.00

(5) After-the-fact variance and special exception use (double fee) .....~~\$3,600.00~~  
shall be two (2) times the variance or special exception use fee (Ordinance 2016-06)

(6) Conversion of a nonconforming non-habitable area into a habitable area .....\$1,000.00

C. *Alcoholic Beverage Permit Application Fee*.....~~\$1,000.00~~ ~~800.00~~  
 (Res. 2012-14, 09/05/2012)

D. *Platting.*

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

(1) Review of construction drawings .....\$500.00

(2) Replat .....\$500.00

(3) Final .....\$500.00

(4) Amendment to a plat .....\$500.00

(5) Minor subdivision.....\$350.00

(6) Lot line adjustments.....\$200.00

(7) Unity of title .....\$100.00

(8) Rescission of unity of title .....\$250.00

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

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

Right-of-way (as approved by referendum) .....\$1,500.00

Easement (as approved by referendum when required) .....\$1,500.00

F. *Site Plan and Redevelopment Process*

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

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

(1) Minor Site Plan Review .....~~\$500.00~~  
~~300.00~~

(2) Intermediate Site Plan Review.....~~\$1,000.00~~

a. ~~First Review Site Plan Submittal~~.....~~\$1,000.00~~

(3) Major Site Plan Review.....~~\$2,000.00~~



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

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

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

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

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

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

map amendment or amendment of the ~~planned~~ development agreement .....\$1,000.00

(4) Major modifications.....To be charged by the full rate for a new Planned Development.

(5) Development Agreements..... Application fee of \$500.00 and charges will include all staff and consulting time at hourly rates plus benefits and will be paid prior to execution of the Development Agreement Ordinance.

*M. Special Agreements (for Development Agreements, see Section L)*

*(Res. 10.12, 07/20/2010; 07.14, 06/26/2007)*

(1) For Board of Commissioner's Approval.....\$500.00

*\*Plus, City Attorney's legal and recording fees; i.e. encroachment(s); use of City parking area, etc.*

(2) For Administrative Review and Approval.....all staff hourly rates, legal and recoding fees

*N. Unaddressed Research Requests – Base Fee ..... \$100.00*

*O. ~~FEMA/Floodplain Ordinance Interpretations and Reviews–Interpretation Base Fee ..... \$100.00~~*

~~Interpretation of the City's Floodplain Ordinance beyond the verification of the specific flood zone and the basic requirements related to that zone. Such request would include up to one hour of research and include the preparation of a written interpretation. Additional research time shall be charged at the rate of \$100 per hour.~~

~~Building Plan Review Base Fee of \$50 or 10% of any building permit fee of over \$1,000, whichever is greater plus \$100 additional fee for any revisions to signed and sealed plans or for site changes.~~

*P. ~~FEMA Verification Letter ..... \$100.00~~*

~~Verification of FEMA flood zone in writing (formal letter on city stationery) (Res. 2016-24; 07/12/2016)~~

*Q. ~~Solicitor's Permit (Res. 07.23, 12/11/2007)~~*

~~(1) Permit for any business with current Local Business Tax Receipt (BTR) .....\$10.00~~

~~(2) Permit for any business without current BTR .....\$100.00~~

~~a. For each additional person participating without a BTR .....\$20.00~~

*R. Short-term/Vacation Rental Certification Certificate of Compliance ..... \$300.00*

*S. Specific Site Plan Applications*

(1) Dog Dining Request .....\$75.00

*A fee of \$75.00 shall be required for both the initial application and subsequent annual renewals requesting to allow dogs in specified outdoor area(s) of a food service establishment during operating hours. This fee shall offset the City's cost to administer, review and inspect such request.*

*This fee shall apply only to pet dogs, service animals are already permitted within business*

establishments by law.

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

**T. Building Permit Fee Schedule.**

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

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

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

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

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

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

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

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

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

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

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

- q. ~~Tagged property (yellow or red) and s~~ Stop-work order (*per order*) ..... ~~\$50.00~~ **\$100.00**
- r. ~~Temporary power pole~~ ..... ~~\$50.00~~
- s. ~~Tent permit~~ ..... ~~\$25.00~~
- t. ~~Tree removal permit~~ ..... ~~\$50.00~~
- u. Well/Test boring ~~and abandonment~~ 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 **five (5)** times the face value of the permit valuation fees.
- b. Any subsequent "After-the-fact" permit issued to the same Contractor, Property Owner and/or Homeowner within the following (12) months shall be **ten (10)** times the normal fees.
- c. **Post-Disaster After-the-Fact Permit Fee: Post-disaster permits may be issued at zero percent (0%) permit fee (no fee) when approved by the Board of Commissioners (see T.(3)). However, any post-disaster work started without a permit—even if the permit would otherwise be free—will be charged a penalty of five (5) times the standard permit fee.**

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

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

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

- a. Initial application ..... \$40.00
- b. Biennial license renewal ..... \$15.00
- c. Initial inspection (*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 1<sup>st</sup> 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
<b>Total</b>	<b>\$4.20</b>	<b>\$5.60</b>	<b>\$6.99</b>	<b>\$8.39</b>	<b>\$9.70</b>	<b>\$11.20</b>	<b>\$13.99</b>

*\*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)
- |  |   |
|--|---|
| <p>Johns Pass Seafood Festival</p> <p>Memorial Day</p> | <p>The Fourth of July</p> <p>Additional event days as authorized by the BOCC by resolution.</p> |
|--|---|
- G. *Business Parking Permit (up to 4 permits/month/Business) per month* .....\$40.00  
*Permit for any business with current Local Business Tax Receipt (BTR).*
- H. ~~Parking meters city-wide~~City-wide Parking Rate ..... \$4.00/hr  
(minimum)
- I. *Overnight Parking*.....~~\$96.00~~\$72.00/day  
*up to 7 days. Selective Surface Parking lots from 130<sup>th</sup> 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. Set-up/breakdown Fee – Up to 2 hours before and 2 hours after ..... \$50.00/hr.
- b. City Hall Rooms (security deposits are refundable):
  - i. City Centre Room (*security deposit \$400.00*) ..... \$250.00/hr.  
(*includes use of outside deck & restrooms*)
  - ii. Commission Chambers\* (*security deposit \$200.00*) ..... \$250.00/hr.

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

- c. Resident discount on hourly rates.

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

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

#### C. Park & Pavilion Rentals

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

##### (1) Archibald Park

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

##### (2) John's Pass Park:

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

##### (3) Splash Pads Rentals

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

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

**D. Athletic Field Rentals**

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

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

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

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

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

**E. Wedding Permits.**

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

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

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

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

**F. Special Events.**

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

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

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

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

owned property of which the event is hosted.

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

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

(4) Fees

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

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

## ARTICLE VI. PUBLIC WORKS

### A. *Trash, Recycling, and Garbage*

#### (1) Removal service fees-

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

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

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

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

(2) Recycling service fees (Commercial)

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

(3) Billing.

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

(4) Owner's liability.

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

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

*(Code 1983, §19-511)*

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

#### *B. Stormwater Utility Management*

##### *(1) Created.*

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

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

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

##### *(2) Schedule of Rates*

*(Res. 05.20, 09/14/2005)*

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

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

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

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

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

##### *\*Fractional remainders*

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



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

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

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## ARTICLE VII. MADEIRA BEACH MUNICIPAL MARINA

### A. Vessel inspection.

*(Code 1983, Chapter 19, Article VII)*

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

### B. Madeira Beach Municipal Marina fees

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

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

tool. Discounts will be for off peak times.

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

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

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

*This page reserve for Publications by the City Clerk*

# Carlton Fields

## Memorandum

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To: City of Madeira Beach, Board of Commissioners

From: W. Cary Wright, Esq. and Brett M. Henson, Esq., Carlton Fields

Date: May 9, 2025

Re: Mediated Settlement Agreement Recommendation (Pinellas County, Florida, Case No. 23-007114-CI)

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Dear Mayor, Vice-Mayor and Commissioners,

Carlton Fields represents the City of Madeira Beach in the matter of *The City of Madeira Beach*, Plaintiff v. *Wannemacher Jensen Architects, Inc.*, Defendant and *Hennessy Construction Services Corp.*, Defendant/Third-Party Plaintiff, v. *Wells Land Development*, Third-Party Defendant and *Crowther Roofing & Sheet Metal of Florida, Inc.* ("Crowther"), Third-Party Defendant, In the Circuit Court of the Sixth Judicial Circuit, In and For Pinellas County, Florida, Case No. 23-007114-CI (hereinafter, the "Litigation") arising out of a dispute pertaining to defects and deficiencies in the design and construction of the Fire Station Building and the Recreation Center Building (hereinafter, the "Dispute") located at 250 Municipal Drive, Madeira Beach, Florida 33708 and 200 Rex Place, Madeira Beach, FL 33708 (the "Property").

The parties to the litigation participated in mediation on February 4, 2025, and have reached a tentative settlement agreement, subject to the approval by the Board of Commissioners ("BOC"). The salient settlement terms are as follows:

- A confidential settlement payment by Defendants and Third-Party Defendants to the City of Madeira Beach;
- Roof Repair Work to the fire station roof,

Based on the foregoing, our office requests that the City of Madeira Beach BOC: (i) approve the Mediated Settlement Agreement; and (ii) authorize the City of Madeira Beach Mayor to execute the Mediated Settlement Agreement.

Thank you for your consideration and please let us know if we can answer any questions or provide further information regarding this matter.

## RESOLUTION 2025-02

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BOARD OF COMMISSIONERS POLICY HANDBOOK; REPEALING RESOLUTION 2024-02; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, City Charter Section 4.5 (B) authorizes the Board of Commissioners to determine its own rules for the order of business by resolution at a regular meeting of the Board of Commissioners within ninety (90) days following the municipal election.

**WHEREAS**, the Board of Commissioners desires to consider, update, amend, restate and adopt the recommended changes proposed by Commission members and City staff.

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

1. The City of Madeira Beach Board of Commissioners Policy Handbook has been reviewed, and changes were made.
2. The **“City of Madeira Beach Board of Commissioners Policy Handbook”** attached hereto as Exhibit “A” is hereby adopted.
3. A copy of this Resolution and the Board of Commissioners Policy Handbook will be provided to all Commission members, City staff, and posted on the City’s website.
4. Resolution 2024-02 is hereby repealed.
5. This resolution shall become effective immediately upon its adoption.

**INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk





**BOARD OF COMMISSIONERS POLICY HANDBOOK**  
**Resolution 2025-02; May 14, 2025**  
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## ARTICLE I

### OFFICIAL COMMUNICATIONS AND REPRESENTATION OF THE CITY PROTOCOL

The City Charter provides information on the roles and responsibilities of the Board of City Commissioners. In accordance with City Charter, Sec. 4.5 (B), the Board of Commissioners shall determine its own rules and order of business by resolution within 90 days following each election. Once adopted by resolution, the legislation must be adhered to until any modifications thereof are made. The Board of Commissioners hereby adopt these policy guidelines describing the protocol for various official communications and representations on behalf of the City of Madeira Beach.

#### I. OVERVIEW OF ROLES & RESPONSIBILITIES

The roles and responsibilities of elected officials can be found in the City Charter, City Code as well as established past practices.

#### CITY CHARTER DUTIES

##### 1. Mayor (City Charter, Section 4.3)

- Presides at all meetings of the Board of Commissioners.
- Have a voice and vote in the proceedings of the Commission.
- Recognized as the official head of the City of Madeira Beach, Florida, government for all ceremonial purposes and may issue Proclamations and award the Key to the City.
- Official for service of process (receives lawsuits and other documents on behalf of the City of Madeira Beach).
- Official designated to represent the City of Madeira Beach, Florida, in all agreements with other entities or certifications to other government entities but shall have no administrative duties except as required to carry out the responsibilities herein.

##### 2. Vice-Mayor (City Charter, Section 4.4)

- The Board of Commissioners shall appoint a Vice-Mayor at its first regular meeting following the election. The term of Vice-Mayor shall be for one (1) year. The Vice-Mayor shall act as Mayor during the absence or disability of the Mayor. Should the Vice-Mayor be required to act as Mayor for a period in excess of thirty (30) days, he/she shall receive the compensation of the Mayor retroactive to the date upon which he/she assumed the Mayoral duties.

##### 3. Board of Commissioners (City Charter, Article IV)

All members of the Board of Commissioners have equal votes. No Commission member has more authority than any other Commission member. Each Commission member shall fully participate in the Board of Commissioners' meetings and may represent the City at ceremonial and/or formal functions at the request of the Mayor or District Commissioners.

## **II. GUIDELINES RELATED TO COMMISSION COMMUNICATIONS**

### **1. Ceremonial Events**

- Requests for City representative(s) at ceremonial events will be handled by the City Manager's Office. The Mayor serves as the designated City representative for ceremonial purposes. If the Mayor is unavailable to attend, the Vice-Mayor will be asked to represent the City, and if the Vice-Mayor is unavailable, another Commission member will be asked to represent the City. District Commissioners can also represent the City at ceremonial events if requested.
- Invitations received at City Hall by mail or email are presumed to be for official City representation. Invitations addressed to Commission members at their homes are presumed to be unofficial, personal invitations.
- All Commissioners are encouraged to show up and positively represent the City without violating the Sunshine Law.

### **2. Official Correspondence**

- Each Commission member may prepare and send correspondence under their signature on City letterhead, but City letterhead shall not be used for personal or election or campaign correspondence. However, before sending correspondence, the Commission member shall check with the City Manager or the City Clerk to see if an official City response has already been sent or is in progress. A signed copy of the correspondence shall be given to the City Clerk to be filed as part of the public record and may be placed on the City Website.
- No written commitment or position shall be made by any individual member of the Board of Commissioners on behalf of the City without first having obtained a majority direction from the Board of Commissioners. A copy of all correspondence shall be given to the City Clerk to be filed as part of the public record and may be placed on the City Website.
- All official and legal correspondence of the City, including contracts, agreements and ordinances, shall be signed by the Mayor or as otherwise provided within the correspondence. In the absence of the Mayor, the Vice-Mayor shall sign on behalf of the City. A copy of all official and legal correspondence of the City shall be given to the City Clerk to be filed as part of the public record.
- All correspondence received at City Hall for the Mayor and Commissioners is considered official mail, excluding anonymous mail, and shall be opened by the City Clerk. Originals shall be filed as part of the public record and a copy of the mail shall be placed in the mailbox of the Commission member to whom the mail was addressed to. Although, anonymous mail is considered a public record it is not considered official mail and will be treated accordingly depending on the nature of its contents.

### 3. Public Communications

- The Board of Commissioners will endeavor to inform and interact with the public in meaningful and respectful ways that convey accurate information, using the following guidelines:
- Commission members frequently are asked to explain an action made by the Board or to give their opinion about an issue as they meet and talk with constituents in the community. Commission members may give a brief overview of a decision made by the Board or City policy and to refer to City staff for further information.
- Commission members may not overtly or implicitly promise Board of Commissioners action, or to promise City staff will do something specific (i.e., fix a pothole, void a parking ticket, plant new flowers in the median, etc.). Commission members shall make no promises on behalf of the Board of Commissioners.
- Commission members may not make any personal comments, verbal or nonverbal, about other Commission members.
- Commission members may publicly disagree about an issue, but one should refrain from making derogatory and/or inflammatory comments, verbal or nonverbal, about other Commission members, based on their opinions, and actions.
- A Commission member may have the City Manager inform and interact with the public on their behalf.
- Commission members should not give any opinions on issues to be decided by the Board of Commissioners.

### III. COMMISSION CONDUCT WITH CITY STAFF

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, who implement and administer the policies of the Board of Commissioners. Therefore, every effort shall be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

#### 1. Do not get involved in administrative functions. (City Charter, Section 4.6. C.)

- Board of Commissioners shall not interfere with Administration.

Language as written in City Charter, Section 4.6., B. "*Appointments and removals.*" Neither the Board of Commissioners nor any of its members shall in any manner dictate the *appointment or removal* of any City administrative officer or *employees whom the City Manager or any of his/her subordinates are empowered to appoint*, but the Board of Commissioners may express its views and fully and freely discuss with the Manager anything pertaining to appointment and removal of such officers and employees."

Language as written in City Charter, Section 4.6., C. *“Interference with administration. Except for the purpose of inquiries and investigation, the Board of Commissioners or its members shall deal with the City officers and its employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the Board of Commissioners or its members shall give orders to any such officers or employee, neither publicly nor privately, except as provided under the emergency powers section of this Charter. The Board of Commissioners or any of its committees or members, individually or collectively, shall not direct or request the appointment of any person or his/her removal from, office by the City Manager or any of his/her subordinates or in any manner, directly or indirectly, take part in the appointment or removal of any officers or employees or members of Boards in the Administrative Service of the City of Madeira Beach, Florida. The Board of Commissioners nor any member thereof shall give orders to any subordinate or Officer of said City, either publicly or privately, directly, or indirectly.”*

- It is permissible for a Commission member to ask questions of or request information from a City officer or its employees for clarification of an item listed on the agenda in preparation of a meeting, as long as the request is through the City Manager.
- Language as written in City Charter, Section 4.9. Investigations. “The Board of Commissioners may make investigations into the affairs of the City by appointing a Charter Officer to investigate internal affairs of the City and report their findings to the Board of Commissioners.”

**2. Check with City staff on correspondence before taking action.**

Often, the City Manager or City Clerk will be aware of a response already provided on behalf of the City that can be useful to the Board of Commissioners in understanding the status of projects, complaints, and other inquiries.

**3. Do not attend meetings with City staff unless requested by a department director through the City Manager.**

Even if a Commission member does not say anything, his/her presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

**4. Limit requests for staff support.**

Routine secretarial support will be provided to the Board of Commissioners by the City Clerk's Office. All mail for the Mayor and Commissioners is opened and a copy retained by the City Clerk. Mail addressed to the Mayor that may need immediate response or action may be reviewed first by the City Manager who may note suggested action and/or follow-up items. Depending on the nature of the contents of anonymous mail, the City Attorney will first review it.

Requests for staff support - even in high priority or emergency situations -- shall be made to the City Manager who is responsible for allocating City resources to maintain a professional, well-run City government.

## **5. Do not solicit political support from staff.**

The Board of Commissioners shall not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates and engage in other political activities, but all such activities shall be done away from the workplace. City staff in uniform shall not be asked to pose with candidates for office nor shall City equipment, letterhead, logos, paper, envelopes or other city materials be used in, or to create political campaign advertisements.

## **IV. COMMISSION CONDUCT WITH THE PUBLIC**

The Board of Commissioners are held to the highest standards of ethics and shall maintain the utmost standards of personal integrity, trustfulness, honesty, and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, comply with all applicable laws, and never use their official position or authority improperly or for personal gain.

### **1. In Public Meetings**

- The Board of Commissioners will only use city issued electronic devices on the dais and/or in a public meeting and refrain from the use of personal electronic devices on the dais and/or in a public meeting, unless authorized by the Board of Commissioners.
- The Board of Commissioners shall make the public feel welcome, which is an important part of the democratic process. No signs of partiality, prejudice or disrespect shall be evident on the part of individual Commission members toward an individual participating in a public forum. Every effort shall be made to be fair and impartial in listening to public testimony. Commission members should be fair and impartial in listening to the public during public comment.
- The public will be given a reasonable opportunity to be heard on a proposition before a board or Commission.

Section 286.0114(3), F.S., states that the public's "opportunity to be heard" does not apply to:

- 1) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or Commission to act;
- 2) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- 3) A meeting that is exempt from s. 286.011; or
- 4) A meeting during which the board or Commission is acting in a quasi-judicial capacity. See AGO 17-01 (s. 286.0114, F.S., does not require that members of the public be given a reasonable opportunity to be heard at quasi-judicial code enforcement hearings held by a special magistrate pursuant to authority delegated from the county code enforcement board).



The statute does not prohibit a board or Commission from “maintaining orderly conduct or proper decorum in a public meeting.” Section 286.0114(2), F.S. In addition, the opportunity to be heard is “subject to rules or policies adopted by the board or commission” as provided in s. 286.0114(4), F.S. These rules or policies are limited to those that:

- 1) Provide guidelines regarding the amount of time an individual must address the board or Commission;
  - 2) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or Commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;
  - 3) Prescribe procedures or forms for an individual to use in order to inform the board or Commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or
  - 4) Designate a specified period of time for public comment.
- If a board or Commission adopts such rules or policies and thereafter complies with them, it is deemed to be acting in compliance with the statute.
- 1) The Board of Commissioners adopted a “Pledge of Civility” and a “Mission and Vision Statement” in 2018 to maintain orderly conduct and proper decorum in the public meetings:

**PLEDGE OF CIVILITY** (Resolution 2018-10; 08/14/2018)

- We will always show respect to one another.
- We will direct all comments to the issue before us.
- We will refrain from personal attacks.

2) **MISSION AND VISION STATEMENT** (segments of Resolution 2018-08)

- **Public Trust** – We believe that honesty and integrity are the foundation of all constructive relationships and the basis of public trust. We will ensure that there is thorough ethical behavior and decision making.
- **Transparency** – We will protect and preserve open and honest governance to maintain the public’s trust and confidence.
- **Teamwork** – We are committed to working together, embracing diversity and inclusion to best serve one another and the public.
- **Accountability** – We define accountability as taking ownership and responsibility for the outcomes of our decisions, actions, and management of our resources.

- **Professionalism** – Professionalism is dedication to excellence through integrity, requiring careful analysis of issues, free of personal biases, with a commitment to the organization and the community.
- **Respect** – We value all viewpoints and opinions and treat each other with courtesy and respect.

## 2. In Unofficial Settings

The Board of Commissioners are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as role models for the City. Honesty, integrity, and respect for the dignity of each individual shall be reflected in every word and action taken by Commission members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

The Board of Commissioners shall keep in mind that to the public they are first and foremost an elected official and that distinction makes the City Commissioner different from other residents, electors or citizens. All Commission members shall guard against any actions or words that would give even the appearance of bullying or misuse of their position.

## 3. In Official Forms of Media

Communication through media is an integral part of any governmental agency. All forms of media (television, newsletter, web site, etc.) play an important role in getting messages out to our community. The Board of Commissioners recognize a responsibility to make available accurate information to the public in a timely manner; understanding that people form opinions about the City based on what they read, hear and see. The objective of the City's media communications is to ensure public opinions are formed upon the basis of accurate information. To that purpose, the Board of Commissioners has established multiple media for proactively communicating with the community. The Commission members may ask that the City Manager speak on their behalf.

## 4. Monthly City Manager's Report

The City Manager shall put out a monthly report for the purpose of conveying City news, events and project status reports to the community. Monthly reports include more detailed information when necessary.

## 5. Website

The City maintains a website, [www.madeirabeachfl.gov](http://www.madeirabeachfl.gov), for the benefit of residents and visitors. The website is intended to provide access to City contact information, services, requests for bids and proposals, general announcements and meeting notices, agendas, and results as well as maps, among other features. The website also provides a means for the public to access published reports, such as the Certified Annual Financial Report (CAFR), the Annual Budget and the State of the City Address without coming to City Hall or paying for public records. These reports are generally too lengthy for publication in the monthly City Manager's Report or through the government access channel. While the information at the City's website can be accessed in "real time," it is maintained by City

staff on a time available basis and updated as frequently as possible to remain current and accurate.

## **6. Government Access Channel or alternative measure**

The City maintains a government access channel, currently Channel 640 – Madeira Beach TV (MB-TV) through the local cable television franchise provider for the benefit of residents and visitors. MB-TV is available within the corporate limits of Madeira Beach and is programmed from City Hall. The MB-TV channel is used to broadcast. This service provides residents and interested persons with a first-hand account of the City's conduct of business. The goal is to use Closed Captioning in order to comply with ADA Recommendations.

## **7. Video Live Streaming**

The City video Live Streams its Board of Commissioners (BOC) meetings to allow for more transparency to its citizens. BOC meetings can be watched live through You Tube Streaming on the City's website or accessed anytime following the meeting. The State retention requirement for Live Streaming videos is two anniversary years after adoption of the official minutes or certification of transcript. Commission members shall make every effort to use the microphone when speaking so that their words can be heard on Live Streams and recordings.

Candidate Forums will be video live streamed on the government access channel even if it involves City personnel.

## **V. COMMISSION CONDUCT WITH OTHER PUBLIC AGENCIES**

### **1. Be clear about representing the City or personal interests.**

If a Commission member appears before another governmental agency or organization to give a statement on an issue, they shall clearly state:

- If his or her statement reflects personal opinion or is the official stance of the City taken by the Board of Commissioners at a noticed meeting;
- Whether this is unanimous or the majority or minority opinion of the Board of Commissioners;
- If a Commission member is representing the City in an official or liaison capacity, they should speak or state the official City position on an issue, not a personal viewpoint. If the Commission member is representing another organization whose position is different from the City, they shall state that during their comments. Commission members shall be clear about when they represent the City and when they are speaking in an individual or other capacity.

### **2. Correspondence shall be equally clear about representation.**

City letterhead may be used when a Commission member is representing the City and the City's official position. A copy of official correspondence shall be given to the City Clerk to be filed in the Clerk's Office as part of the public record and placed on the website. It is best that City letterhead is not used for correspondence of City Commissioners representing a personal point of view, or a dissenting point of view from an official Board of

Commissioners position. City letterhead should only be used for official City business and shall not be used for personal correspondence or for any election or campaign correspondence. The City Clerk or the City Manager shall approve that letter to be sent out.

## VI. COMMISSION CONDUCT WITH BOARDS AND COMMITTEES

The City has established various appointed Boards and Committees as a means of gathering recommendations after providing more public opportunities for more community input. Citizens who serve on Boards and Committees become more involved in government and serve as advisors to the Board of Commissioners. They are a valuable resource to the City's leadership and shall be treated with appreciation and respect.

### **1. If attending a Board or Committee meeting, be careful to avoid influencing the Board or Committee's consideration or prejudicing the Board of Commissioners eventual consideration.**

- Commission members may attend any Board or Committee meeting, which are always open to any member of the public. However, they shall be sensitive to the way in which their presence may be viewed as unfairly affecting the process, especially if Commission members attend as a formal liaison on behalf of the Board of Commissioners. Commission members shall remember that attendance at a quasi-judicial hearing before a Board may place him/her in a position to be asked to disclose their attendance and any written or oral ex parte communications, or even recuse him/herself if there is evidence of prejudice or bias when the quasi-judicial matter is brought to the Board of Commissioners.
- Any public comments by a Commission member at an advisory Board or Committee meeting shall be clearly made as individual opinion and not a representation of the Board of Commissioners. The Board of Commissioners appoint Boards and Committees at large to provide independent recommendations to the Board of Commissioners and/or the City Manager. Commission members should be careful when suggesting a course of action or recommendation to an advisory Board or Committee because this could interfere with the independent judgment of the advisory Board or Committee contrary to the purpose and intent of the system.

### **2. Limit contact with Board and Committee members to questions of clarification.**

- Remember that the Board of Commissioners appoint Boards and Committees to serve the community, not individual Commission members.
- It is prohibited for a Commission member to contact a Board or Committee member to lobby on behalf of an individual, business, or developer or to suggest or recommend an action be taken. Board and Committee members are appointed to take public comment and make independent recommendations to the Board of Commissioners and/or the City Manager, not vice versa (i.e., not to follow recommendations that may be desired by an individual Commission member). It is prohibited for advisory Board members and/or Committee members to contact Board of Commissioners to influence or to communicate a perspective counter to the official actions of the Board or Committee actions. All positions of an advisory Board or Committee shall be reduced

to a written recommendation that is voted upon and, if desired, the written recommendation(s) may contain majority, minority or individual comments or concerns.

- The Board of Commissioners appoint individuals to serve on Boards and Committees, and it is the responsibility of Boards and Committees to follow policy established by the Board of Commissioners. Board and Committee members do not report to individual Commission members, nor shall Commission members feel they have the power or right to threaten Board and Committee members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Committee shall be based on such criteria as expertise, ability to work with staff and the public and commitment to fulfilling official duties. A Board or Committee appointment shall not be used as a political "reward" for assistance in any campaign activities.

### **3. Be respectful of diverse opinions.**

A primary role of Boards and Committees is to represent many points of view in the community and to provide the Board of Commissioners with advice based on a full spectrum of concerns and perspectives. Commission members may have a closer working relationship with some individuals serving on Boards and Committees but shall be fair, balanced and respectful of all citizens serving on Boards and Committees.

### **4. Keep political support away from public forums.**

Board and Committee members may offer political support to a Commission member, but not in a public forum while conducting official duties. Conversely, the Board of Commissioners may support Board and Committee members who are running for office, but not in an official forum in their capacity as a Commissioner.

## **VII. BOARD MEMBERS ATTENDING MEETINGS OR SERVING AS MEMBERS OF ANOTHER PUBLIC BOARD**

### **1. Board members attending meetings of another public board.**

2022 Government in the Sunshine Manual, Page 20 & 21:

“Several Attorney General Opinions have considered whether one or more members of a board may attend or participate in a meeting of another public board. For example, in AGO 99-55, the Attorney General’s Office said that a school board member could attend and participate in the meeting of an advisory committee appointed by the school board without prior notice of his or her attendance. However, the opinion cautioned that “if it is known that two or more members of the school board are planning to attend and participate, it would be advisable to note their attendance in the advisory committee meeting notice.”

“Moreover, while recognizing that commissioners may attend meetings of a second public board and comment on agenda items that may subsequently come before the commission for final action, the Attorney General Opinions have also advised that if more than one “commissioner is in attendance at such a meeting, no discussion or debate may take place among the commissioners on those issues.” AGO 00-68. *Accord* AGO 98-79 (city commissioner may attend a public community development board meeting held to consider a proposed city ordinance and express his or her views on the proposed ordinance even

though other city commissioners may be in attendance; however, the city commissioners in attendance may not engage in a discussion or debate among themselves because “the city commission’s discussions and deliberations on the proposed ordinance must occur at a duly noticed city commission meeting”). *See also* AGOs 05-59 and 77-138.”

## **2. Board members serving as members of another public board.**

2022 Government in the Sunshine Manual, Page 21:

“Board members who also serve on a second public board may participate in the public meetings of the second board held in accordance with s. 286.011, F.S., and express their opinions without violating the Sunshine Law. AGO 07-13. In other words, “when two county commissioners are presently serving on [a regional planning] council this does not turn a meeting of the planning council into a county commission meeting, and the Sunshine Law does not require any additional or different notice of planning council meetings because of the presence of these county commission members.” *Id.* “Similarly, AGO 98-14 concluded that membership of three city council members on the metropolitan planning organization did not turn a council meeting into a metropolitan planning organization meeting that required separate notice. Because, however, the discussion of metropolitan planning organization matters was planned for the council meeting, the city council had properly included mention of such items in its notice of the council meeting.”

“Similarly, in AGO 91-95, the Attorney General’s Office concluded that a county commissioner may attend and participate in the discussion at a public meeting held by the governing board of a county board on which another commissioner serves. However, “in an effort to satisfy the spirit of the Sunshine Law,” the opinion also recommended that the published notice of the county board “include mention of the anticipated attendance and participation of county commission members in board proceedings.” *Id.*”

## **VIII. COMMISSION CONTACT WITH THE MEDIA**

Board of Commissioners are frequently contacted by the media for background, quotes and interviews. Whenever possible, Commission members, as the City's policy makers, shall be the first contact with the media. The City Manager is also a frequent contact and shall manage the staff's contact and communications with the media. Following are the Board of Commissioners general policies for conduct with the media:

### **1. Legal Issues.**

Media inquiries relating to any existing or potential liability or suit against the City shall immediately be referred to the City Attorney. In the absence of the City Attorney, the City Manager may respond or direct the media to special counsel contacts on legal issues. The City Attorney has sole discretion as to whether or not to comment, and the substance of any comments, on any legal issues or litigation in the press.

### **2. Use a designated spokesperson for the City’s position on controversial issues.**

When sensitive or controversial issues arise, it is essential that a central focal point for information be established. The City Manager may be designated for such contact. The City can best ensure a clear and consistent message by limiting involvement to a designated or limited number of contacts.

**3. In the absence of designation, the Board of Commissioners shall be clear for the record.**

If an individual Commission member is contacted by the media, they shall be clear about whether their comments represent the official City position or a personal viewpoint. Commission members are urged to avoid instigative or preemptive contact directly with the media or through others for purposes espousing a position contrary to that of the majority of the Board of Commissioners or in the absence of an official position by the City.

**4. Guidelines for Media Contacts:**

What to Say:

Make sure the information released is factual, accurate, timely and consistent. Strive to provide full and honest disclosure and stay within legal limits by not making any slanderous or libelous statements. Choose words carefully and cautiously to avoid being taken out of context.

**5. Guidelines for Email, Texts, and Social Media:**

All email, text messages, and social media postings (for example: twitter, Facebook, snapchat, Instagram, etc..) regarding any issue that may come before the Board of Commissioners is official business and a public record, must be retained, shall not be deleted and should be forwarded to your official City email address for record retention and search purposes. Appointed and elected City officials *shall not* make anonymous postings on any electronic media with regard to any issue that may come before the City as official business.



## ARTICLE II.

### RULES OF PROCEDURE FOR BOARD OF COMMISSIONERS MEETINGS

Pursuant to the Madeira Beach City Charter, Section 4.5, the Board of Commissioners shall determine its own rules and order of business, by resolution, within 90 days in which the election is held.

#### I. POLICY

##### 1. General Rules

- **Meetings to be Public.** All meetings of the Board of Commissioners shall be noticed and open to the public, except for such meetings as are exempt by general law. Any meeting of two or more Commission members, in which City business is discussed is prohibited without the appropriate notice as specified in Florida State Statues.
- **Quorum.** A simple majority of the members of the Board of Commissioners shall, free of voting conflict, constitute a quorum and be necessary to conduct business of the Board of Commissioners. If a quorum is not present, those in attendance will be named and they shall adjourn.
- **Minutes of Proceedings.** Meeting minutes of the Board of Commissioners shall be kept by the City Clerk, except for such meetings as are exempt by general law.
- **Voting.** As set forth in the Charter, ordinances, resolutions, and other action requiring a vote of the Board of Commissioners shall require three (3) affirmative votes for passage and shall be by roll call vote upon request of any member of the Board of Commissioners. A super-majority vote of four members of the Board of Commissioners for any Planned Development Rezoning or Special Area Plan shall be required for approval. The City Clerk shall record the vote of all Commission members.

In the event one or more members are absent and any motion for a final decision fails to achieve the affirmative vote of three (3) Commission members, and no further action by the Board of Commissioners to achieve three (3) affirmative votes can be obtained, then such ordinance, resolution or other action shall be automatically continued to the next regularly scheduled meeting, or a special meeting scheduled for that purpose. No ordinance, resolution or other action shall be automatically continued more than once and if upon one continuance it does not obtain three (3) affirmative votes the matter shall fail.

- **City Manager.** The City Manager is expected to attend the meetings of the Board of Commissioners and shall have the right to take part in all discussions.
- **City Attorney.** The City Attorney or their designated substitute counsel is expected to attend the meetings of the Board of Commissioners and provide guidance and opinions on questions of law. Under Staff Reports on each BOC regular meeting agenda, the City Attorney shall provide a monthly staff report to the Board regarding the status of any ongoing litigation.

- **City Clerk.** The City Clerk or their designee shall attend the meetings of Board of Commissioners and record all votes and keep the official minutes of the proceedings.
- **Administrative Staff.** The Administrative staff shall attend meetings and workshops when required.
- **Rules of Order.** The current edition of Robert's Rules of Order shall be the rules of order; in addition to the rules of procedure stated in this policy handbook.

## 2. Types of Meetings [City Charter, Section 4.5 – Rules of procedure; quorum; meetings]

- **Regular Meetings.** The Board of Commissioners shall meet in the Commission Chambers or another designated place within the City boundaries, for regular meetings. Regular Meetings shall commence at 6:00 p.m. or as amended from time to time, on the second Wednesday of each month, or as otherwise determined by the City Manager if the regular meeting falls on a Holiday, City Election or other event that warrants rescheduling the meeting. The Board of Commissioners may schedule other regular meetings as it deems necessary in accordance with its established rules of procedure to address items that require official action before the next regularly scheduled meeting. The Board of Commissioners and/or City Manager shall determine the date and time of the meeting.
- **Special Meetings.** Special meetings may be called by the Mayor by a majority of the Commission with appropriate notice with no less than twenty-four (24) hours' notice in writing to each member and the public (language stated in City Charter). Special meetings may also be called and noticed in a manner similar to regular meetings for special or specific purposes where formal action of the Board of Commissioners may be necessary or desirable. Special meeting notices shall encompass a minimum of one non-holiday weekday.
- **Workshop Meetings.** The Board of Commissioners may meet in the Commission Chambers for Workshop meetings. Workshop meetings shall commence at 6:00 p.m. on the fourth Wednesday of each month or as otherwise determined by the City Manager and/or the Board of Commissioners. Workshop meetings are informal legislative sessions, but to allow the Board of Commissioners to informally discuss topics and gain a better understanding of topics prior to formal consideration. To allow some understanding of the status of discussion of items, a verbal consensus may be ascertained to determine an appropriate next step, but such consensus is *not binding* on the Board of Commissioners.

## 3. Presiding Officer and Duties

- **Presiding Officer.** The Mayor shall preside at all meetings of the Board of Commissioners. In the absence of the Mayor, the Vice Mayor shall preside. In the absence of both the Mayor and the Vice-Mayor, the meeting shall be called to order by the City Clerk for appointing a temporary presiding officer.
- **Parliamentarian.** The City Attorney shall act as the parliamentarian to the Board of Commissioners by advising the Mayor regarding matters of procedure. The Board could choose one of its members who is knowledgeable about the procedures to act as

the parliamentarian. Each Commission member must understand the parliamentary procedures, or it will be impossible to conduct its meeting properly.

- **Preservation of Order.** The Presiding Officer shall preserve order and decorum; prevent attacks on personalities or the impugning of members' or motives, and confine members in debate to the question under discussion.
- **Point of Order.** The Presiding Officer shall determine point of order. Point of order shall not be entertained from the audience.
- **Recognition of Speakers.** The Presiding Officer shall recognize speakers from the public in keeping with the procedures established herein but shall do so in a way that remains constructive without being repetitive. In instances where large contingencies are represented, the Presiding Officer may ask for a limited number of representatives to represent the overall sentiments of the group. However, in no instance shall anyone be precluded from addressing the Board of Commissioners.
- **Recognition of Commission Members wishing to Speak.** The Presiding Officer shall allow an opportunity for Board of Commissioners to comment on items but shall not solicit comment from each member on every item but shall recognize those Commission members wishing to speak.

#### 4. Order of Business for BOC Regular Meetings

- **Order of Business.** The general rule as to the order of business in Board of Commissioners (BOC) regular meetings, with the exception of the Agenda Setting Meeting, shall be as follows:
  1. Call to Order
  2. Invocation and Pledge of Allegiance
  3. Roll Call
  4. Approval of the Agenda
  5. Proclamations/Presentations
    - 5.1. Proclamations
    - 5.2. Presentations
  6. Public Comment
  7. Approval of Minutes
  8. Consent Agenda
  9. Public Hearings
  10. Unfinished Business
  11. Contracts/Agreements
  12. New Business
  13. Agenda Setting Meeting
  14. Reports/Correspondence
    - A. City Commission
    - B. City Attorney
    - C. City Clerk
    - D. City Manager
  15. Respond to Public Comments/Questions
  16. Adjournment

- **Order of Business for the Regular or Special Meeting following the Election.** When newly elected officials are sworn into office, the meeting agenda may be formatted differently to allow for the ceremonial portion of the meeting to take place before any official business listed on the agenda.

## 5. Explanation of Order of Business for Regular Meetings

- **Agenda.** The order of business for each meeting shall be as contained on the Agenda. The Agenda is a listing by order of business of topics to be considered by the Board of Commissioners. Additional guidance is provided below as to the purpose of the agenda sections.

**1. Call to Order.** The Mayor shall preside at all meetings of the Board of Commissioners. In the absence of the Mayor, the Vice Mayor shall preside. In the absence of both the Mayor and the Vice-Mayor, the meeting shall be called to order by the City Clerk for appointing a temporary presiding officer.

**2. Invocation and Pledge of Allegiance.**

**3. Roll Call** – The City Clerk calls the roll.

**4. Approval of the Agenda** – Approval of the Agenda consists of all items listed on the meeting agenda.

**5. Proclamations/Presentations.**

**5.1. Proclamations.** This section is provided for presentation of Proclamations to be read in full and presented by the Mayor, City Clerk or City Manager. The intent is to list and read only those proclamations that will be formally presented and received by a representative of the requesting agency or organization at the Board of Commissioners Meeting. Otherwise, proclamations may be issued at the Mayor's discretion and forwarded through the City Clerk's Office.

**5.2. Presentations.** This section is provided for any additional presentations held during City meetings. Presentations can be added during Agenda Setting Meetings and can be requested by the Board as a consensus or requested by an individual Commission member. The City Manager also has the authority to add a presentation to the agenda at his own discretion. The speaker's presentation shall be limited to 10 minutes.

**6. Public Comment.** This section is reserved for public participation on matters of concern pertaining to City business; and which are not on the agenda. Public comment is made in person and not represented by emails, tweets, or other types of information, unless there is a declared State of Local Emergency requiring virtual meetings of the Board of Commissioners. Public Comment is subject to the following protocol.

**Manner of Addressing the Board of Commissioners.** Each person addressing the Board of Commissioners shall step up to the microphone, give his or her name and address and the organization or group they represent, if

any, in an audible tone of voice for the record and shall limit their address to five (5) minutes unless extended by the Mayor, more time may be granted to applicants and affected persons with legal standing in quasi-judicial hearings. Yielding of time for an additional five-minute period is allowed. If no time is yielded, the person speaking can ask for additional time to speak. If the additional time is appropriate, the Presiding Officer can offer the Commissioners the opportunity to consent to an extension.

**Comment Cards.** Comments cards may be completed by individuals from the audience, whether it is a public forum question or an agenda item. The comment cards shall be available at the back table in the Commission Chambers, and the individual shall write their name, address, and a brief comment about what it is that they would like a response on. It is not mandatory that a speaker complete a comment card.

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. It is not mandatory to complete a comment card.

**Reading of Protests.** Interested persons, or their authorized representatives, may address the Board of Commissioners for the reading of protests, petitions, or communications relating to any matter over which the Board of Commissioners has jurisdiction.

7. **Approval of Minutes.** A majority vote required to approve the minutes of the previous meetings.
8. **Consent Agenda.** The Consent Agenda shall be used to handle routine matters on the agenda expeditiously. Examples of Consent Agenda items are waivers for special events, bid or purchase awards for equipment, goods or services already approved within the budget, invoices, and budget transfers. There is no separate discussion of these items unless a Commission member requests an item be removed for consideration in its normal sequence on the agenda. Members of the public do not have discretion to remove items from the Consent Agenda, yet the Mayor, as Presiding Officer, may acknowledge any such request and remove an item on their behalf. The approval of the Consent Agenda shall be handled in one motion, i.e. "I move that the Consent Agenda, (items "x" through "z") be approved; or if items are to be removed, a typical motion might be, "I move that we approve Consent Agenda items "x" through "z" with the exception of item "y" for discussion."
9. **Public Hearings.** The section is for items requiring a public hearing required by law. Certain public hearings are quasi-judicial in nature. A quasi-judicial proceeding requires the Board of Commissioners to act in a quasi-judicial, rather than legislative, capacity. At a quasi-judicial hearing, it is not the Board's function to make law but rather to apply law that has already been established. In a quasi-judicial hearing, the Board is required by law to make findings of fact based upon the evidence presented at the hearing and apply

those findings of fact to previously established criteria contained in the code of ordinances in order to make a legal decision regarding the application before it. The Board may only consider evidence at this hearing that the law considers competent, substantial and relevant to the issues. If the competent, substantial and relevant evidence at the hearing demonstrates that the applicant has met the criteria established in the code of ordinances, then the Board must find in favor of the applicant. By the same token, if the competent, substantial, and relevant evidence at the hearing demonstrates that the applicant has failed to meet the criteria established in the code of ordinances then the Board is required by law to find against the applicant. The established procedure which will be followed by the Board is set forth in Chapter 2, Article I, Division 2 of the Code of Ordinances.

- 10. Unfinished Business.** The section is provided to allow completion of matters already under discussion by the Board of Commissioners from a previous meeting, excluding public hearings required by Law. Citizen input may be heard once a motion is made by the Board of Commissioners on items of unfinished business. Citizen input shall be limited to five (5) minutes.
- 11. Contracts/Agreements.** This section is provided to allow more careful consideration of complex contracts and agreements that require individual approval. Citizen input may be heard once a motion is made by the Board of Commissioners on items of contract/agreements and shall be limited five (5) minutes.
- 12. New Business.** This section contains all remaining agenda items for consideration by the Board of Commissioners, excluding public hearings, as required by law. Citizen input may be heard once a motion is made by the Board of Commissioners on items of new business. Citizen input shall be limited to five (5) minutes.
- 13. Agenda Setting Meeting.** This section is for the purpose of setting the Workshop Agenda for the Workshop to be held on the fourth Wednesday of the month. Items to be added to the agenda may be requested by the Board of Commissioners, Charter Officers, and City Staff. Not all items need to be workshopped. The City Manager shall determine the form and manner of how the item will be addressed. The City Manager will read back the requested items to be workshopped for clarification purposes if necessary.
- 14. Reports/Correspondence.** This section is set aside for standing reports from Commission members to provide a status report based upon their attendance or representation of the City at various governmental boards and agencies. This section is limited to five (5) minutes.

The Reports section also provides for the City Manager, City Clerk, and the City Attorney to make reports, announcements, and report on current topics. This section is limited to five (5) minutes.

**Litigation Status Report.** This section will allow for any litigation updates by the City Attorney.

**Outstanding Lien Settlements.** This section will allow for any updates by the City Attorney on Outstanding Lien Settlements and liens that are over \$5,000.00. If the City Attorney is approached by a property owner to settle an outstanding lien, the Commission must be able to review the details of a case at a Workshop followed by final approval or rejection of the proposed settlement during a Regular BOC Meeting. This section is limited to five (5) minutes.

**15. Respond to Public Comments/Questions** This section is reserved to address public comments and/or answer questions raised at the beginning of the workshop or regular Commission meeting during Public Comment.

## **16. Adjournment**

### **6. Agenda Preparation**

- **Notice.** The final agenda for regular, special, and workshop meetings shall serve as public notice for each respective meeting. Agendas and public notices shall be posted at City Hall, Gulf Beaches Public Library, if possible, and the City's website by no later than 3:00 p.m. on the Thursday prior to the meeting.
- **Packets.** The City Manager and City Clerk are responsible for publishing the agenda packets. The deadline for publishing agenda packets is on Wednesday afternoon, the week before the scheduled meeting. However, at times it may be necessary to publish the agenda packets by Thursday afternoon to allow for any unforeseen items or emergency items. Only when necessary, paper copies of agenda packets are provided to the Board of Commissioners or at the request of a Commission member. Paper copies of the agenda packet are placed in Commission mailboxes at City Hall.

The publishing deadline allows sufficient time for the Board of Commissioners to review the packet materials, and to obtain additional information on the agenda items from the City Manager, City Clerk, City staff, or other entities, if necessary, to be more knowledgeable in preparation of the meeting and for voting purposes.

For workshop meetings and regular meetings that are not held on a regularly scheduled meeting date, a similar lead time schedule for agenda and packet materials shall be followed, unless otherwise determined by the City Manager or City Clerk.

### ARTICLE III

#### SUSPENSION AND AMENDMENT OF RULES

#### I. SUSPENSION AND AMENDMENT OF THESE RULES

1. **Suspension of Rules.** Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the Board of Commissioners.
2. **Amendment of Rules** This policy shall be reviewed annually and adopted by resolution within 90 days following each election. The policy may be amended, or new provisions made by a majority vote of all members of the Commission. Each year following the regular election, any modifications previously made by motion will be formalized in the resolution, City Charter, Section 4.5 (B).





# Memorandum

**Meeting Details:** May 14, 2025 – Board of Commissioners Regular Meeting  
**Prepared For:** Honorable Mayor Brooks and the Board of Commissioners  
**Staff Contact:** Community Development Department  
**Subject:** Resolution 2025-03, Pinellas County 2025 Local Mitigation Strategy (LMS)

## Background

The Pinellas County Local Mitigation Strategy (LMS) is a multi-jurisdictional, FEMA-mandated plan that identifies strategies to reduce or eliminate risks from natural and manmade hazards. As a participating jurisdiction, it is the city's responsibility to stay engaged with the LMS process and ensure our local priorities are represented.

## Discussion

The LMS serves several key functions such as identifying vulnerabilities to hazards such as flooding and hurricanes, develops prioritized projects that can reduce or eliminate those risks, maintains eligibility for FEMA Hazard Mitigation Assistance (HMA) grant funding, and coordinates a countywide effort across municipalities and agencies. Participation in the LMS allows the city to submit projects for inclusion on the county's project priority list, increasing our eligibility for federal mitigation funds, influences countywide planning efforts with local knowledge, collaborate on multi-jurisdictional projects, and satisfies a requirement under the National Flood Insurance Program's (NFIP) Community Rating System (CRS) for mitigation planning. The city must remain in good standing which includes attending LMS working group meetings, updating and submitting mitigation projects, and providing documentation of completed projects.

The LMS must be updated every five (5) years. The last LMS was adopted in 2020, and an updated LMS must be adopted May 2025. To comply with FEMA requirements, Pinellas County initiated the 5-year update process well in advance. The updated 2025 LMS plan has been completed and reviewed by the Florida Division of Emergency Management (FDEM), which has provided an Approved Pending Adoption letter. Adopting the updated LMS plan before the expiration of the current plan is crucial.

For more information please visit: <https://www.pinellaslms.org/>

## Fiscal Impact

This depends on whether the city applies and receives funds for HMA grants.

## Recommendation(s)

Adopting the 2025 LMS plan.

## Attachments/Corresponding Documents

- Resolution 2025-03, Pinellas County 2025 Local Mitigation Strategy (LMS)
- Resolution 2020-12 LMS Adoption (Madeira Beach)
- 2025 LMS Plan Executive Summary

- 2025 Plan update summary of changes
- Pinellas County LMS approved pending adoption FDEM

**RESOLUTION 2025-03**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, ADOPTING THE 2025 PINELLAS COUNTY LOCAL MITIGATION STRATEGY; REPEALING RESOLUTION 2020-12; ADOPTING THE LOCAL MITIGATION STRATEGY AS THE CITY OF MADEIRA BEACH FLOODPLAIN MANAGEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Madeira Beach is in Pinellas County, in an area that is vulnerable to natural and man-made disasters; and

**WHEREAS**, the City of Madeira Beach supports efforts to make the community more disaster- resistant, thereby reducing the costs of disasters, preventing or mitigating their impact to our residents, and reducing time needed for recovery; and

**WHEREAS**, the Local Mitigation Strategy represents a unified county-wide strategy toward a more disaster resistant community; and

**WHEREAS**, the Local Mitigation Strategy provides the consistent framework for future pre-disaster mitigation efforts and post-disaster redevelopment, regardless of the type of future threat faced by our community; and

**WHEREAS**, the Local Mitigation Strategy includes a section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle; and

**WHEREAS**, the first unified county-wide Local Mitigation Strategy was adopted by the Board of County Commissioners in 1999, and

**WHEREAS**, the Board of Commissioners of the City of Madeira Beach has previously approved four (4) five- year updates to the Local Mitigation Strategy (Resolution 05.14, Resolution 10.10, Resolution 2015-10, and Resolution 2020-12), and

**WHEREAS**, after a review and update period, the Executive Summary of the 2025 draft Local Mitigation Strategy has been placed on the LMS public website ([www.pinellaslms.org](http://www.pinellaslms.org)) and copies of the Plan are available upon request to the Community Development Department in order to obtain public comment regarding the plan pursuant to Federal Regulations; and

**WHEREAS**, the City of Madeira Beach participated in the 2025 update of the Local Mitigation Strategy included the 10-step planning process which is consistent with FEMA's multi-hazard mitigation planning regulations pursuant to the Disaster Mitigation Act of 2000 and serves as the County's Floodplain Management Plan; and

**WHEREAS**, a Multi-Jurisdictional Program for Public Information has been included in Appendix H of the Local Mitigation Strategy to satisfy the floodplain management requirements

of the City's Community Rating System (Activity 330); and

**WHEREAS**, two publicly noticed workshops were held at a central location in Pinellas County at the Lealman Exchange (5175 45<sup>th</sup> Street N. St Petersburg) on April 15<sup>th</sup> and virtually on October 17<sup>th</sup>, 2024, to inform the public and obtain public comments; and

**WHEREAS**, an online and paper survey were released to gain public input on the LMS plan's hazard identification and risk assessment both in English and Spanish; and

**WHEREAS**, participation in the Community Rating System provides benefits to homeowners by providing a reduction in flood policy costs.

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

**SECTION 1.** That the Board of Commissioners hereby adopts the 2025 Pinellas County Local Mitigation Strategy developed by the Local Mitigation Strategy Workgroup, and effect from May 6, 2025 through May 5, 2030.

**SECTION 2.** That the Local Mitigation Strategy be adopted as the City's floodplain Management Plan required under the Community Rating System.

**SECTION 3.** That Resolution 2020-12 is hereby repealed.

**SECTION 4.** That this resolution shall become effective immediately upon its adoption.

INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

ATTEST:

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk

**RESOLUTION 2020-12**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, ADOPTING THE 2020 PINELLAS COUNTY LOCAL MITIGATION STRATEGY; SUPERCEDING RESOLUTION 2015-10; ADOPTING THE LOCAL MITIGATION STRATEGY AS THE CITY OF MADEIRA BEACH FLOODPLAIN MANAGEMENT PLAN; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.**

WHEREAS, the City of Madeira Beach is located in Pinellas County, in an area that is vulnerable to natural and man-made disasters; and

WHEREAS, the City of Madeira Beach supports efforts to make our community more disaster-resistant, thereby reducing the costs of disasters, preventing or mitigating their impact to our residents, and reducing time needed for recovery; and

WHEREAS, the Local Mitigation Strategy represents a unified county-wide strategy toward a more disaster resistant community; and

WHEREAS, the Local Mitigation Strategy provides the consistent framework for future pre-disaster mitigation efforts and post-disaster redevelopment, regardless of the type of future threat faced by our community; and

WHEREAS, the Local Mitigation Strategy includes a section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle; and

WHEREAS, the first unified county-wide Local Mitigation Strategy was adopted by the Board of County Commissioners in 1999, and

WHEREAS, Pinellas County established a website ([www.pinellaslms.org](http://www.pinellaslms.org)) and a copy of the plan is available through the City website ([www.madeirabeachfl.gov](http://www.madeirabeachfl.gov)); and

WHEREAS, the Board of Commissioners has previously approved three five-year updates to the Local Mitigation Strategy (Resolution 05.14, Resolution 10.10 and Resolution 2015-10), and

WHEREAS, after a review and update period, the Executive Summary of the 2020 draft Local Mitigation Strategy has been placed on the LMS public website and copies of the Plan are available upon request to the Planning Department in order to obtain public comment regarding the plan pursuant to Federal Regulations; and

WHEREAS, the City of Madeira Beach participated in the 2020 update of the Local Mitigation Strategy included the 10-step planning process which is consistent with FEMA's multi-hazard mitigation planning regulations pursuant to the Disaster Mitigation Act of 2000



and serves as the County's Floodplain Management Plan; and

WHEREAS, a Multi-Jurisdictional Program for Public Information (Attachment A) has been included in Appendix H of the Local Mitigation Strategy to satisfy the floodplain management requirements of the City's and the County's Community Rating System (CRS Activity 330); and

WHEREAS, participation in the Community Rating System provides benefits to homeowners by providing a reduction in flood policy costs; and

WHEREAS, city staff assisted, and Madeira Beach citizens participated in two publicly noticed workshops were held at a central location in Pinellas County on March 21st, and October 17<sup>th</sup>, 2019 to inform the public and obtain public comments; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City Madeira Beach, Florida, as follows:

SECTION 1. That the Board hereby adopts the 2020 Pinellas County Local Mitigation Strategy developed by the Local Mitigation Strategy Workgroup, and effect from May 6, 2020 through May 5, 2025, a copy of which is on file in the Community Development Department and is deemed incorporated by reference herein as Exhibit A.

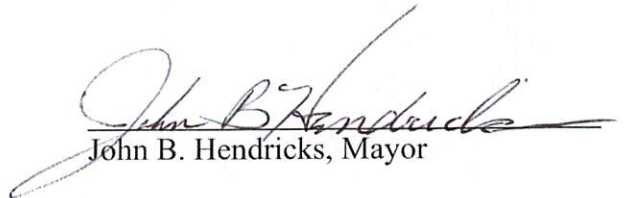
SECTION 2. That the Local Mitigation Strategy be adopted as the City's floodplain Management Plan required under the Community Rating System.

SECTION 3. That this Resolution supersedes Resolution 2015-10.


SECTION 4. That this resolution shall become effective immediately upon its adoption.

INTRODUCED AND ADOPTED by the Board of Commissioners of the City of Madeira Beach, Pinellas County, Florida, on the 8<sup>th</sup> day of July 2020.

*C.W. 30th June*

  
John B. Hendricks, Mayor

ATTEST:

  
Clara VanBlargan, City Clerk





# Pinellas County 2025 Local Mitigation Strategy

## Executive Summary

### Introduction

Under Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) enacted under the Disaster Mitigation Act of 2000 (DMA2K), Pinellas County is required to have a Federal Emergency Management Agency (FEMA)-approved hazard mitigation plan in order to be eligible for federal hazard mitigation funding. The purpose of the Hazard Mitigation Plan, more commonly called the Local Mitigation Strategy (LMS) in Florida communities, is to reduce death, injuries, and property losses caused by natural hazards in Pinellas County. The 2025 Plan identifies hazards based on the history of disasters within the county and lists goals, objectives, strategies, and actions for reducing future losses. Implementation of planned, pre-identified, and cost-effective mitigation measures not only helps to reduce losses to lives, property, and the environment but it also streamlines the disaster recovery process. This is a 5-year update of the countywide LMS that was last approved in May of 2020. While the document may refer to specific historical events for context, the plan update focuses on changes to the communities and their vulnerabilities over the last 5 years and provides an update to capabilities, programs, and actions that the participants intend to utilize to reduce exposure or consequences from the identified hazards. Hazard mitigation is most effective when based on an inclusive, comprehensive, long-term plan that is developed before a disaster occurs.

The LMS serves several purposes; including providing an explanation of how Pinellas County and its 24 municipalities identify strategies to implement an effective, comprehensive countywide Local Mitigation Strategy. The local jurisdictions participating in this plan include the Unincorporated County and all its municipalities:

- Pinellas County (Unincorporated)
- Town of Belleair
- City of Belleair Beach
- City of Belleair Bluffs
- Town of Belleair Shore
- City of Clearwater
- City of Dunedin
- City of Gulfport
- City of Indian Rocks Beach
- Town of Indian Shores
- City of Kenneth City

- City of Largo
- City of Madeira Beach
- Town of North Redington Beach
- City of Oldsmar
- City of Pinellas Park
- Town of Redington Beach
- Town of Redington Shores
- City of Safety Harbor
- City of St. Pete Beach
- City of St. Petersburg
- City of Seminole
- City of South Pasadena
- City of Tarpon Springs
- City of Treasure Island

Additionally, special districts that participate in the plan are eligible for funding provided that they comply with procedures of the working group and supply a letter from their organization in lieu of the formal adoption process used by local government participants. The full list of participating entities is documented within Table 2.2 of the plan.

The 2025 Plan is coordinated through appropriate state, local, and regional agencies, as well as non-governmental interest groups. This plan, and its future revisions, will provide guidance in merging the planning efforts of all local governments, the private sector, and non-profit organizations within Pinellas County into one viable, comprehensive, mitigation program.

The scope of the LMS is broad. The plan explains the way in which the communities implement mitigation activities within the county in coordination with local agencies. Additionally, as required by statute, the Risk Assessment portion of the LMS identifies natural hazards, as well as technological and human-caused hazards. The Risk Assessment portion analyzes vulnerability of the County in countywide terms as well as results and capabilities at the municipal level.

The purpose of the 2025 LMS is to:

- Reduce risk to people, property, and the critical infrastructure.
- Increase public awareness and education about the plan and the planning process.
- Maintain grant eligibility for participating jurisdictions.
- Update the plan in accordance with Community Rating System (CRS) requirements.
- Maintain compliance with state and federal legislative requirements for local hazard mitigation plans.
- Complete an update of information in the plan to demonstrate progress and reflect current conditions.

Pinellas County is vulnerable to both natural hazards and technological and human-caused hazards, with hurricanes historically inflicting the most catastrophic destruction.



## Planning Process and Maintenance Section

There are 10 primary steps that comprise the LMS planning process. The process defines not only who should be involved, but how the process is going to work, and an understanding of how the process facilitates the production of the final product.

- Step 1: The Planning Organization – The development of a mitigation strategy requires the involvement of representatives from the public, private, and governmental sectors.
- Step 2: Involving the Public – An important component of the mitigation planning process involves public participation.
- Step 3: Coordination – Coordinate activities within the County and to bring back perspectives of their constituency.
- Step 4: Assessing the Hazard – Conduct and maintain a hazard identification and vulnerability assessment.
- Step 5: Assessing the Problem – Quantify the impact of the hazards identified in the previous step on the community.
- Step 6: Goals and Objectives – Revisit goals and objectives and make adjustments as appropriate.
- Step 7: Possible Activities: Mitigation opportunities and Initiatives – Identification of potential mitigation opportunities and initiatives.
- Step 8: An Action Plan – Objectives were identified for each goal to specifically identify action items and are reflected in six categories of mitigation activities.
- Step 9: Adoption of the Strategy – officially adopt the LMS.
- Step 10: Implementation, Evaluation, and Revision – The LMS is intended to be a dynamic document that will be updated regularly.

There are two main working groups responsible for the LMS planning process. The LMS Working Group (WG) consists of representatives of the jurisdictions, private sector, and non-profits as well as any members of the public as all meetings are advertised on the County's website. The Flood Risk and Mitigation Public Information Working Group (FRMPIWG) is a group of public and private stakeholders formed to supplement input into the planning process.

The County's first LMS began its planning process in March of 1998 and took approximately 15 months to complete. The plan was then updated again in 2004, 2009, 2015, and 2020. This is the fifth update of the plan, and the focus of the update was on adding new risk assessments, refining objectives, and refreshing the project list.

The 2025 LMS update began in the spring of 2024 when the County assessed its current plan and assessed it for improvement opportunities. When the plan update began, the LMS WG was presented with results of the assessment for concurrence on a path forward.

During the timeline of the plan update, the County and its jurisdictions included several other groups to supplement input into the planning process. Pinellas is a strong advocate of the National Flood Insurance Program's Community Rating System (CRS) and had a few outreach groups in place to support those activities. A countywide Program for Public Information (PPI) is maintained and updated annually to facilitate consistent messaging across communities and provide tools for jurisdictions with limited resources. This is maintained by a group of public and private

stakeholders that is collectively known as the Flood Risk and Mitigation Public Information Working Group (FRMPIWG). The FRMPIWG uses the following mission statement:

- Increase disaster resiliency across the county through the development and dissemination of public information and educational outreach about identified flood risks, minimization of those risks through mitigation and efficacy of obtaining appropriate flood insurance coverage.
- Ensure attainment of flood insurance savings for residents and businesses within the incorporated and unincorporated areas of the county through effective participation in the Community Rating System.
- Engage and educate community stakeholders to enhance planning efforts by ensuring diverse representation and to provide stakeholders the opportunity to become more knowledgeable in the subject of mitigation and to expand reach while improving their ability to provide improved customer service.
- Develop strategies, concepts and projects for reducing flooding impacts that can become part of the county's Local Mitigation Strategy plan

The FRMPIWG group (typically over 70 participants with representatives from all municipalities) aims to meet at least three times a year (in person or virtually per availability of participants) and communicates via email messaging between meetings. During the 5-year LMS Update process, the progress of the plan update is communicated to FRMPIWG members for comment. Feedback from the FRMPIWG was provided to the LMS WG to be evaluated and included in the LMS update process and the most current PPI is included as an appendix to this plan update.

After the 2025 LMS Plan Update underwent final revisions, and the plan was completed to the satisfaction of the State Hazard Mitigation Office (SHMO), which reviews the Plan for compliance on behalf of the Federal Emergency Management Agency, the plan was officially adopted by Pinellas County Board of County Commissioners by adoption of a resolution. The 2025 LMS update was approved by the Board of County Commissioners on Month ##, 2025. The plan will be in effect from May 6, 2025, until May 5, 2030. Each jurisdiction within Pinellas County, has also approved and adopted the Plan within their community as identified in Appendix F. **(Will be updated at adoption in May 2025)**

## Risk Assessment Section

*It should be noted that the 2025 LMS Update was drafted prior to the devastating and historic flooding and wind damages associated with Hurricanes Helene and Milton that occurred September 26, 2024, and October 9, 2024, respectively. Their impacts to the communities of Pinellas County will be part of future updates to the Plan.*

The risk assessment for Pinellas County was intentionally structured to align with the State of Florida Enhanced State Hazard Mitigation Plan (SHMP) and provides the factual basis for developing a mitigation strategy for the county. This section profiles the natural, human-caused, and technological hazards that could possibly affect Pinellas communities. This risk assessment is used not only for the LMS, but also supports the County's Comprehensive Emergency Management Plan (CEMP). Each natural hazard profile includes a discussion of the geographic areas affected, the historical occurrences in the county, an impact analysis, the probability, and

the vulnerability and loss estimation by county critical facilities, and a discussion of overall vulnerability. Alternatively, the human-caused and technological hazards include similar topics of discussion, but not all aspects are able to be quantified. This is because of the limited data available and the imprecise nature of the human-caused and technological hazards.

The risk assessment identifies 22 hazards based on an examination of past disasters, probability of occurrence, possible impacts, and vulnerability. The hazards include:

### **Natural Hazards**

- Flood
- Tropical cyclones
- Severe Storms
- Wildfire
- Erosion
- Drought
- Extreme Heat
- Geological
- Winter Storm
- Seismic
- Tsunami
- Red Tide

### **Technological Hazards**

- Transportation Incident
- Cyber Incident
- Hazardous Materials Incident
- Radiological Incident
- Terrorism
- Agricultural Disruption
- Biological Incident
- Mass Migration Incident
- Civil Disturbance Incident

## **Mitigation Strategy Section**

The LMS details goals and objectives for achieving loss reduction in Pinellas County. The six goals are listed below.

1. Become a More Disaster Resilient Community.
2. Minimize Coastal Flooding losses in the CHHA, Coastal Storm Area and Hurricane Vulnerability Zone.
3. Minimize Riverine or Inland Flooding Losses in the 25, 50, and 100-year Flood Zone.
4. Minimize Storm Wind Losses in the County.
5. Minimize Losses from Hazardous Materials Incidents.
6. Minimize Vulnerability to Technological Hazards.

Additional information on the LMS goals and objectives can be found in the mitigation strategy section of the document.

Pinellas County has policies, programs, and capabilities designed to help mitigate the impacts of hazard events. Each community has its own policies, programs, and capabilities that are catalogued within this section of the plan to identify current capacity to implement mitigation functions. These depend on factors such as the size of the geographic area, its population, or the amount of funding available through local resources. Regardless of size or wealth, each community has a unique core set of policies, programs, and capabilities at its disposal related to hazard reduction and mitigation including building codes, land use plans, and regulations, which are discussed in this section. This section also covers items related to participation in the NFIP and the CRS program which incentivizes communities that go beyond minimum floodplain management standards to better protect life and property.

During the 5-year period since the last plan, five of the Pinellas jurisdictions have improved their score such that additional flood insurance premium discounts are available to policyholders. Unincorporated County became a Class 2 community resulting in 40% flood insurance premium reductions for its policyholders. This is the only Class 2 (and highest scoring) community within Florida and one of only eleven communities nationwide to reach this achievement.

## Potential Funding Sources Section

The county uses a variety of programs and funds to achieve its mitigation goals, including federal grant programs such as the Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC) grant program, Flood Mitigation Assistance (FMA), and the state grant Hurricane Loss Mitigation Program (HLMP). Various grants and funding programs are discussed throughout this section.

## Appendices

Many documents are included with the LMS as appendices. These appendices are referenced throughout the plan and support the plan.

- Appendix A: Planning Process Documentation
- Appendix B: Floodplain Management
- Appendix C: CRS 610
- Appendix D: Mitigation Initiatives
- Appendix E: FL Review Tool
- Appendix F: Plan Adoption
- Appendix G: Plan Maintenance
- Appendix H: Program for Public Information
- Appendix I: Repetitive Loss Area Analysis
- Appendix J: LMS Procedures
- Appendix K: Vulnerability Assessment

**Please Note:**

If you would like a copy of the full Local Mitigation Strategy Plan draft document, please call Planning at (727) 464-8200 or you can contact them via the County Website using <https://pinellas.gov/public-records/>

Please note, the draft document has been reviewed by the Florida Department of Emergency Management (FDEM). The Plan has been revised based on all comments from the State. FDEM has provided a final "Approved Pending Adoption" letter for Pinellas County's 2025 LMS Plan, stating that LMS Plan is in compliance with Federal Hazard Mitigation Planning standards contained in 44 CFR 201.6(b)-(d).

# 2025 Pinellas County Countywide Local Mitigation Strategy Update

## Key Changes since 2020 Plan

The Local Mitigation Strategy is an all-hazards planning document that identifies exposure to natural hazards, vulnerabilities due to those exposures, local capabilities and planning processes that address hazards, and potential funding and projects that can reduce the exposure or consequences from those hazards. The development and adoption of a Local Mitigation Strategy is a requirement of eligibility for certain Federal disaster funding programs and for compliance with requirements of the Florida Division of Emergency Management (FDEM). In Pinellas County, staff from Unincorporated County spearhead the annual and 5-year update processes, with participation from all local governments and some non-governmental organizations.

The 2025 update provided a reassessment of these exposures and vulnerabilities, governmental capability assessments, new disaster prevention funding programs, and new requirements from federal statutes that were addressed in alignment with additional guidance provided by FDEM. As noted in the document, the devastating hurricanes of 2024 occurred after data was compiled for the study and their impacts will be incorporated into future updates of the plan. The itemized changes between the 2020 and 2025 plan are listed below:

### Section 1: Introduction

- Update of the County profile (socio-economic data, land use, social vulnerability, etc.).
- Update of risk assessment introduction to include reference to Pinellas County's *Sea Level Rise & Storm Surge Vulnerability Assessment* funded through the RESTORE Act.

### Section 2: Planning Process and Plan Maintenance

- Updates to elements of the 10-Step Planning Process (compliant for communities using the LMS for credit under the Community Rating System [CRS]).
- Public Information Meeting 1 (Introduction to Planning Process): April 15, 2024; Lealman Exchange Community Center
- Public Information Meeting 2 (Input on Draft Plan): October 17, 2024; Virtual Meeting

### Section 3: Mitigation Strategy

- Revisions to goals and objectives based on facilitated planning sessions. Most changes were minor language revisions to emphasize collaborative approaches where applicable, reduce impacts to disproportionately affected populations, and the addition of objectives focused on better flood protection methods and education.
- Capability assessments updated for every community, including additional floodplain management criteria as part of new federal planning requirements.
- Updated mitigation project lists (included as Appendix D).

### Section 4: Risk Assessment

- Updated to maps, tables, and assessments for all natural hazards:
 

• Flood	• Erosion	• Winter Storm
• Tropical Cyclones	• Drought	• Seismic
• Severe Storms	• Extreme Heat	• Tsunami
• Wildfire	• Geological	• Red Tide

- Updates to narratives and qualitative data associated with technological and human-caused hazards
  - Transportation Incident
  - Cyber Incident
  - Hazardous Materials Incident
  - Space Weather Incident
  - Radiological Incident
  - Terrorism
  - Agricultural Disruption
  - Biological Incident
  - Mass Migration Incident
  - Civil Disturbance Incident

## Section 5: Potential Funding Sources

- Update of federal, state, and local funding sources that could be utilized in support of hazard mitigation projects.

### Appendices:

- **Appendix A – Planning Process Documentation:** New documentation for activities associated with the planning process to include meeting agendas, minutes, and outreach.
- **Appendix B – Floodplain Management:** New appendix that summarizes floodplain management activities for each jurisdiction. The appendix was added to meet new plan requirements and serves as a compliment to Section 3 – Mitigation Strategy.
- **Appendix C – CRS 610 Flood Warning:** Update to include the most recent procedures that are also within the County's Comprehensive Emergency Management Plan (CEMP).
- **Appendix D – Mitigation Initiatives:** Updated list of potential projects (and completed projects list) for hazard mitigation activities (approximately \$2B in potential projects).
- **Appendix E – FL Review Tool:** Crosswalk of required plan elements to their location in the plan for use by FDEM and FEMA staff reviewing the plan.
- **Appendix F – Plan Adoption:** Inclusion of FDEM's Approval Pending Adoption (APA) letter. This section will be further updated as communities locally adopt the plan update.
- **Appendix G – Plan Maintenance:** Inclusion of the most recent annual update provided to FDEM.
- **Appendix H – Program for Public Information (PPI):** Inclusion of the latest PPI for credit under the CRS program.
- **Appendix I – Repetitive Loss Area Analysis (RLAA):** Inclusion of the County's most recent RLAA for credit under the CRS program.
- **Appendix J – LMS Procedures:** This is a new appendix to help with orientation for new members and to guide participation in the LMS Working Group (LMWWG). This item will be updated as needed by the LMSWG.
- **Appendix K – Vulnerability Assessment:** This is a new appendix to identify the many vulnerability assessment grants that local governments are going through via the Florida Department of Environmental Protection's (FDEP's) Resilient Florida program. Pinellas County and its municipalities have been awarded \$118M to date across 34 projects, with 16 of those being planning grants and 18 being implementation grants. Those grants focus on planning and implementation activities for future flooding as opposed to the LMS which has an all-hazards planning focus.



STATE OF FLORIDA

**DIVISION OF EMERGENCY MANAGEMENT**Ron DeSantis  
GovernorKevin Guthrie  
Executive Director

February 7, 2025

Cathie Perkins, Director  
Pinellas County Emergency Management  
10750 Ulmerton Rd, Bldg. 1, Ste 267  
Largo, FL 33778

Re: Pinellas County Local Hazard Mitigation Plan Approved Pending Adoption

Dear Director Perkins,

This is to confirm that we have completed a State review of the Pinellas County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201.6(b)-(d). Based on our review and comments, Pinellas County developed and submitted all the necessary plan revisions, and our staff has reviewed and approved these revisions. We have determined that the Pinellas County LMS plan is compliant with federal standards, subject to formal community adoption, for the jurisdictions below:

Town of Belleair  
City of Belleair Beach  
City of Belleair Bluffs  
Town of Belleair Shore  
City of Clearwater  
City of Dunedin  
City of Gulfport  
City of Indian Rocks Beach  
Town of Indian Shores  
Town of Kenneth City  
City of Largo  
City of Madeira Beach  
Town of North Redington Beach  
City of Oldsmar

City of Pinellas Park  
Town of Redington Beach  
Town of Redington Shores  
City of Safety Harbor  
City of St. Petersburg  
City of St. Pete Beach  
City of Seminole  
City of South Pasadena  
City of Tarpon Springs  
City of Treasure Island  
Pinellas County, Unincorporated

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to our office, we will send all necessary documentation to the Federal Emergency Management Agency (FEMA) who will issue formal approval of the Pinellas County LMS.

If you have any questions regarding this matter, please contact your LMS Liaison Mitchell Budihas at [Mitchell.Budihas@em.myflorida.com](mailto:Mitchell.Budihas@em.myflorida.com) or 850-524-4195.



Respectfully,

Kristin Lentz

Digitally signed by Kristin  
Lentz  
Date: 2025.02.18  
13:22:52 -05'00'

Laura Dhuwe,  
Bureau Chief, Mitigation  
State Hazard Mitigation Officer

LD/mb

Attachments: MEMORADUM: State approval of LMS plans under Program Administration by  
States (PAS)

cc: FEMA Region IV, Mitigation Division – Risk Analysis Branch

**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, May 14, 2025	BOC Regular Meeting	6:00 PM
Monday, May 26, 2025	MEMORIAL DAY – City Holiday	
Wednesday, May 28, 2025	BOC Budget Workshop #3	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	
Wednesday, June 25, 2025	BOC Budget Workshop #4	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 #5	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 #6	4:00 PM
Wednesday, August 27, 2025	BOC Regular Workshop Meeting	6:00 PM
Monday, September 1, 2025	LABOR DAY – City Holiday	
Wednesday, September 10, 2025	BOC Special Meeting <i>(Tentative FY 2026 Millage &amp; Budget-1<sup>st</sup> Reading &amp; 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 &amp; Budget-2<sup>nd</sup> Reading &amp; Public Hearing)</i>	5:45 PM
Wednesday, September 24, 2025	BOC Regular Workshop Meeting	6:00 PM
Wednesday, October 1, 2025	BOC Regular Meeting	6:00 PM
Wednesday, October 22, 2025	BOC Regular Workshop Meeting	6:00 PM
Tuesday, November 11, 2025	VETERANS DAY – City Holiday	
Wednesday, November 12, 2025	BOC Regular Workshop Meeting <i>(date &amp; time change due to Thanksgiving Holidays)</i>	2:00 PM
Wednesday, November 12, 2025	BOC Regular Meeting <i>(Meeting time change)</i>	4:00 PM
Thursday, November 27, 2025	THANKSGIVING DAY – City Holiday	
Friday, November 28, 2025	DAY AFTER THANKSGIVING DAY – City Holiday	

**Wednesday, December 10, 2025**  
**Wednesday, December 10, 2025**

**BOC Regular Workshop Meeting** *(date & time change due to Christmas & New Year's Holidays)* **2:00 PM**  
**BOC Regular Meeting** *(Meeting time change)* **4:00 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 3<sup>rd</sup>*

**Wednesday, December 24, 2025**  
**Thursday, December 25, 2025**

**CHRISTMAS EVE – City Holiday**  
**CHRISTMAS DAY – City Holiday**

**Wednesday, December 31, 2025**  
**Thursday, January 1, 2026**

**NEW YEAR'S EVE - City Holiday** *(tentative- may or may not be removed in new personnel manual when adopted)*  
**NEW YEAR'S DAY – City Holiday**

## **Board of Commissioners Meetings Report (January 1, 2025 – April 30, 2025)**



Prepared By  
Clara VanBlargan, MMC, MSM  
City Clerk  
March 25, 2025

**BOARD OF COMMISSIONERS – 01/01/2025 – 03/11/2025**

Anne-Marie Brooks, Mayor (Mayor as of 6/14/2024)	<b><u>TERM OF OFFICE</u></b> 03/2023 – 03/2025
Ray Kerr, Commissioner District 2	03/2022 – 03/2026
David Tagliarini, Vice Mayor/Commissioner District 1	03/2022 – 03/2026
Eddie McGeehen, Commissioner District 3	03/2023 – 03/2025
Housh Ghovae, Commissioner District 4 (appointed 7/10/2024)	07/2024 – 03/2025

**BOARD OF COMMISSIONERS – 03/12/2025 – 12/31/2025**

Anne-Marie Brooks, Mayor	<b><u>TERM OF OFFICE</u></b> 03/2023 – 03/2028
Ray Kerr, Vice Mayor/Commissioner District 2	03/2022 – 03/2026
David Tagliarini, Commissioner District 1	03/2022 – 03/2026
Eddie McGeehen, Commissioner District 3	03/2023 – 03/2027
Housh Ghovae, Commissioner District 4	07/2024 – 03/2027

**ANNUAL SALARY - (City Charter, Section 2.2(B) and Ordinance 2023-23)**

Mayor	\$10,000
District Commissioner	\$7,500

**INDUCTION INTO OFFICE – MARCH 12, 2025, BOC REGULAR MEETING**

- Anne-Marie Brooks, Mayor (3-Year Term to 03/2028)
- Eddie McGeehen, District 3 Commissioner ( 2-Year Term to 03/2027)
- Housh Ghovae, District 4 Commissioner (2-Year Term to 03/2027)

**APPOINTMENT OF VICE MAYOR – MARCH 12, 2025, BOC REGULAR MEETING**

- Ray Kerr, Vice Mayor/Commissioner District 2 – (03/2025-03/2026)

**BOARD OF COMMISSIONERS MEETING ATTENDANCE**

- January 8, 2025, BOC Regular Meeting – *All present*
- January 22, 2025, BOC Regular Workshop – *All present*
- February 12, 2025, BOC Regular Meeting – *All present*
- February 26, 2025, BOC Joint Workshop with Civil Service Commission – *Vice Mayor Tagliarini and Commissioner McGeehen absent*
- February 26, 2025, BOC Special Meeting (for a shade meeting) - *Vice Mayor Tagliarini and Commissioner McGeehen absent*
- February 26, 2025, BOC Regular Workshop - *All present*
- March 12, 2025, BOC Regular Meeting – *All present*
- March 26, 2025, BOC Budget Workshop Meeting – *All present*
- March 26, 2025, BOC Regular Workshop Meeting - *All present*
- April 2, 2025, BOC Regular Meeting – *All present*
- April 16, 2025, BOC Budget Workshop Meeting – *All present*
- April 16, 2025, BOC Regular Workshop Meeting – *All present*

## PROCLAMATIONS

### February 26, 2025, BOC Regular Workshop Meeting

- Flood Awareness Week Proclamation; March 3 – 9, 2025

### April 2, 2025, BOC Regular Workshop Meeting

- 56<sup>th</sup> Annual Professional Municipal Clerks Week; May 4-10, 2025

## PRESENTATIONS

### January 8, 2025, BOC Regular Meeting

- Senator Nick DiCeglie – Hurricanes and storm-related issues. He offered his assistance and asked that the City of Madeira Beach consider him a resource to help do whatever is necessary to help Madeira Beach move forward.

### February 12, 2025, BOC Regular Meeting

- Madeira Beach Fire Department – Introduction of New Hires
- Madeira Beach Fire Department – Firefighter of the Year, 2025
- Madeira Beach Fire Department – Promotions
- Madeira Beach Fire Department – Recognition of Years of Service

## MEETING MINUTES APPROVAL

### January 8, 2025, BOC Regular Meeting – *Approved 5-0*

- 12-11-2024, BOC Regular Meeting Minutes
- 12-11-2024, BOC Regular Workshop Meeting

### February 12, 2025, BOC Regular Meeting – *Approved 5-0*

- 01-08-2025, BOC Regular Meeting Minutes
- 01-22-2025, BOC Regular Workshop Meeting Minutes

### March 12, 2025, BOC Regular Meeting – *Approved 5-0*

- 02-12-2025, BOC Regular Meeting Minutes
- 02-26-2025, BOC Special Meeting Minutes (for a Shade Meeting)
- 02-26-2025, BOC Joint Workshop Meeting with Civil Service Commission Meeting Minutes
- 02-26-2025, BOC Regular Workshop Meeting

### April 2, 2025, BOC Regular Meeting – *Approved 5-0*

- 03-12-2025, BOC Regular Meeting Minutes

## PUBLIC HEARINGS – ORDINANCES

### **Ordinance 2025-01, New Personnel Policy**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A NEW PERSONNEL POLICY; REPEALING ORDINANCE 2019-13; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 29, 2025, Civil Service Commission Meeting
- February 26, 2025, BOC Joint Workshop Meeting with Civil Service Commission
- March 12, 2025, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*  
Mayor Brooks wanted certain changes made. The City Attorney asked that they approve the ordinance as written, and he would bring the changes back in redlines and underlines at the April 2, 2025 BOC Regular Meeting, so they could see them. If the changes are acceptable on second reading, they will be adopted as amended.
- April 2, 2025, BOC Regular Meeting – 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0 with the changes made on first reading brought back to them at second reading.*  
Mayor Brooks disagreed with the comment regarding allowing the City Manager to determine how long someone would be required to work for the City if the City paid their tuition. It could show bias or favoritism. One might be required to work one year, and someone else three or five years. She would like that brought back for discussion at the next workshop. They could also discuss language changes to sections that the City Clerk's Office listed for city charter consistency with language. The Board consented.
- April 16, 2025, BOC Regular Workshop – Tuition Reimbursement. The City Attorney says that the personnel policy states that approval of any specific reimbursement request is at the sole discretion of the human resources staff, who must weigh all relevant facts and policies in granting or denying any request. The human resources staff decides how long someone should stay after completing the course. The Mayor said that it is a problem. It would not be fair to let a single individual determine how long a person should stay after tuition reimbursement because favoritism could come into play. That is the reason she asked that the policy come back to them. She would rather a year be placed there. The Board consented to a one-year commitment for an associate's degree, a two-year commitment for a bachelor's degree, and a two-year commitment for a master's degree. The City Attorney would bring an amendment to Ordinance 2025-01 to the May 14, 2025, BOC Regular Meeting for 1<sup>st</sup> Reading & Public Hearing to make the changes.

### **Ordinance 2025-02, Amendment to Civil Service Commission Duties & Responsibilities**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 OF ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES RELATING TO THE CIVIL SERVICE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 29, 2025, Civil Service Commission Meeting
- February 26, 2025, BOC Joint Workshop Meeting with Civil Service Commission
- March 12, 2025, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting – 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

### **Ordinance 2025-03, Post Termination Hearings; Hearing Officer**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADDING DIVISION 5 (POST TERMINATION HEARINGS; HEARING OFFICER) TO ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 29, 2025, Civil Service Commission Meeting



- February 26, 2025, BOC Joint Workshop Meeting with Civil Service Commission
- March 12, 2025, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

#### **Ordinance 2025-04, Planned Development**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 10, PD., PLANNED DEVELOPMENT, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON INTENT AND PURPOSE; INCLUDING DIMENSIONAL REGULATIONS; SPECIFYING REQUIREMENTS FOR THE APPLICATION FOR PD ZONING; CLARIFYING THE REVIEW CRITERIA FROM THE LOCAL PLANNING AGENCY; CLARIFYING THE REVIEW CRITERIA FROM THE BOARD OF COMMISSIONERS; INCLUDING STANDARD OPERATING ADJUSTMENTS IN THE CHANGES OF DEVELOPMENT PLAN; AND INCLUDING OPTIONS FOR TIME EXTENSIONS; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop Meeting
- February 12, 2025, BOC Regular Meeting - 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 4-1 with removal of a paragraph (Commissioner Tagliarini against)*

Section 110-387, Permitted uses and dimensional regulations (p. 248 of packet) - REMOVED third paragraph: “PD developments located in the Traditional Village, Commercial Core, Boardwalk, and Low Intensity Mixed Use Character Districts of the John's Pass Village Activity Center cannot exceed the height limits prescribed in Appendix D—John's Pass Village Activity Center Development Standards.”

#### **Ordinance 2025-05, Temporary Shelters on Residential Property**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 94 FLOODPLAIN MANAGEMENT, DIVISION 10. FLOOD RESISTANT DEVELOPMENT, ARTICLE I. BUILDINGS AND STRUCTURES, SECTION 94-103. MANUFACTURED HOMES AND RECREATIONAL VEHICLES, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FOR THE USE OF RECREATIONAL VEHICLES AS TEMPORARY SHELTERS ON RESIDENTIAL PROPERTIES FOLLOWING A NATURAL EMERGENCY; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- December 11, 2024, BOC Regular Workshop Meeting (Agenda Item 6.B. RVs & Campers)
- January 22, 2025, BOC Regular Workshop Meeting
- February 12, 2025, BOC Regular Meeting - 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

#### **Ordinance 2025-06, Amendment to Capital Improvement Element of the Comprehensive Plan**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025 THROUGH 2030; PROVIDING FOR



CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop Meeting
- February 12, 2025, BOC Regular Meeting - 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

**Ordinance 2025-07, Adult Use Restriction**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, CREATING SECTION 110-841 OF SUBDIVISION I (IN GENERAL) OF DIVISION 13 (ADULT ENTERTAINMENT USES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO PROHIBIT PERSONS UNDER THE AGE OF 18 YEARS TO ENTER, REMAIN IN OR PURCHASE GOODS OR SERVICES AT AN ADULT ENTERTAINMENT ESTABLISHMENT; TO PROHIBIT PERSONS UNDER THE AGE OF 21 YEARS TO BE AN EMPLOYEE OF AN ADULT ENTERTAINMENT ESTABLISHMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop Meeting
- February 12, 2025, BOC Regular Meeting - 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

**Ordinance 2025-08, Amendment to Fees & Collections Manual**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO ADD A DECLARED DISASTER SANITATION FEE; REPEALING ORDINANCE 2024-22; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop Meeting (Agenda Item 7. B. Declared Disaster Sanitation Fee)
- February 12, 2025, BOC Regular Meeting - 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

**Ordinance 2025-09, Districts**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF CHAPTER 110 (ZONING) OF ARTICLE V. (DISTRICTS) DIVISION 1 (GENERALLY) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; RENAMING THE C-1 ZONING DISTRICT TO JOHN'S PASS VILLAGE ACTIVITY CENTER; REMOVING C-2, JOHN'S PASS MARINE COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop Meeting (Agenda Item 6. A., Updates to the Code for C-1 and C-2 Zoning District)
- March 12, 2025, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*

- April 2, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

#### **Ordinance 2025-10, Accessory Structures**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 4 (ACCESSORY STRUCTURES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO RENAME THE C-1 TOURIST COMMERCIAL ZONES TO INCLUDE JOHN'S PASS VILLAGE ACTIVITY CENTER; ADD SETBACKS FOR EACH CHARACTER DISTRICT OF JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING; AND REMOVE REFERENCES TO THE C-2 ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop Meeting (Agenda Item 6. A., Updates to the Code for C-1 and C-2 Zoning District)
- March 12, 2025, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

#### **Ordinance 2025-11, Alcoholic Beverages**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI. (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 6. (ALCOHOLIC BEVERAGES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT REGULATIONS; PROVIDING FOR PLANNED DEVELOPMENT ZONING DISTRICT REGULATIONS; REMOVING REFERENCES TO C-2, JOHN'S PASS MARINE COMMERCIAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop Meeting (Agenda Item 6. A., Updates to the Code for C-1 and C-2 Zoning District)
- March 12, 2025, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

#### **Ordinance 2025-12, Amendment to Fees and Collection Procedures Manual – Rental Pricing for City Facilities (Recreation Center, Recreation Complex, and City Centre Room)**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE MODIFICATION OF HOURLY RATES AND ROOMS AVAILABLE FOR RENT WITHIN THE RECREATION CENTER AND CITY HALL AND REWORD THE REFERENCE TO SALES TAX COLLECTED THEREFOR; REPEALING ORDINANCE 2025-08; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop Meeting Discussion – Facility Rental Fee updates (Agenda Item 9. C. Facility Rental Fee Updates)

- March 12, 2025, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

**Ordinance 2025-13, Amendment to Fees and Collection Procedures Manual – To Increase the Overnight Parking and Update Community Development Fees**

- April 16, 2025, BOC Regular Workshop Meeting
- May 14, 2025, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing

**PUBLIC HEARINGS – ALCOHOLIC BEVERAGE LICENSE APPLICATIONS**

January 8, 2025, BOC Regular Meeting

- 4COP Special Food Service Establishment Alcoholic Beverage License ABP 2025-01 - Dockside Dave's Restaurant, located at 14701 and 14703 Gulf Blvd. – *Approved 5-0*

**RESOLUTIONS**

**Resolution 2025-01, Public Records Exemption Resolution**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

- March 12, 2025, BOC Regular Meeting – *Approved 5-0*.

**Resolution 2025-02, BOC Policy Handbook**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BOARD OF COMMISSIONERS POLICY HANDBOOK; REPEALING RESOLUTION 2024-02; AND PROVIDING FOR AN EFFECTIVE DATE.

- March 26, 2025, BOC Regular Workshop
- April 16, 2025, BOC Regular Workshop
- May 14, 2025, BOC Regular Meeting

**Resolution 2025-03, Pinellas 2025 Local Mitigation Strategy (LMS) Plan**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, ADOPTING THE 2025 PINELLAS COUNTY LOCAL MITIGATION STRATEGY; REPEALING RESOLUTION 2020-12; ADOPTING THE LOCAL MITIGATION STRATEGY AS THE CITY OF MADEIRA BEACH FLOODPLAIN MANAGEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

- April 16, 2025, BOC Regular Workshop
- May 14, 2025, BOC Regular Meeting

### **Resolution 2025-04, Adopting Ceremonial Items Policy**

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

- April 16, 2025, BOC Regular Workshop
- May 14, 2025, BOC Regular Meeting

### **CONTRACTS/AGREEMENTS/PURCHASES**

- JCB 35Z-1 Compact Excavator Purchase – Sourcewell Contract - \$59,040
  - January 8, 2025, BOC Regular Meeting – *Approved 5-0*
- Tampa Bay Psychology Services LLC Agreement for Psychological Evaluation and Counseling Services for Fire Personnel @ \$165.00 per individual counseling session
  - January 22, 2025, BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Public Works/Satellite Building Department Design – Engineering proposal with Pennoni for the public works building for \$62,050.00
  - January 22, 2025, BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Meeting – *Approved 4-1; Commissioner Kerr voted against*
- Public Works/Satellite Building Change Order – Architectural & Structural Engineering Services - \$88,610.00
  - March 26, 2025, BOC Regular Workshop Meeting
  - April 2, 2025, BOC Regular Meeting – *Approved 3-2*
- AAA Florida Traffic Safety Grant – to increase the road for the firefighters while responding to an accident or an emergency call - \$5,400
  - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Saltwater Destination Agreement – 2<sup>nd</sup> Amendment - Five-year extension from October 22, 2024, through October 21, 2029, to provide chairs and umbrellas on the sand in front of Archibald Park. - \$12,000 Annual Payment
  - January 22, 2025, BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Rebuilding Madeira Beach – Watershed Management Plan – Contract with Advanced Engineering for the Preliminary Program Development, Document Review, and Support Services - \$89,865.81
  - January 22, 2025, BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Emergency Bridge Loan Program – Request for Application (up to 10-YR Term, 0% Interest for full term)

- January 22, 2025, BOC Regular Workshop Meeting
- February 12, 2025, BOC Regular Meeting – *Approved 5-0, for Finance to apply for the loan*
- DSK Law Engagement Letter to serve as Special Magistrate for the City of Madeira Beach
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- CAP Government Agreement – Building Services (Piggyback agreement with City of Dania Beach, FL)
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Mobi-Mat Purchase for John's Pass North Jetty - \$6,205.00
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 4-1 (Commissioner Ghovae against)*
- Rear Load Containers Purchase from Iron Containers - \$36,145.00
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- ITB 25-02 Rear Load Replacement Containers Purchase from Iron Container - \$30,000 average annual purchase (3-YR Sales Agreement)
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Archibald Parking Lot and 142<sup>nd</sup> Beach Access Repair - \$494,680 (Piggyback Contract with City of Largo, FL with Keystone Excavators, Inc.)
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
  - April 16, 2025, BOC Regular Workshop Meeting – Project Update
- RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs – Contract with Grosz Construction Company, Inc. - \$57,700.00
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Master Pyro, LLC – Fireworks Displays – (\$5,000.00 for the March 16<sup>th</sup> display, \$5,000.00 for the May 4<sup>th</sup> display, \$20,000.00 for the July 3<sup>rd</sup> display, and \$5,000.00 for the November 9<sup>th</sup> display)
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Facility Use Agreement with Burton Meiring, LLC dba as Simple Weddings (Receive 25% discount on rental rates listed in the Madeira Beach Fees and Collection Manual)
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Automated Side Load Garbage Truck Lease Agreement - \$8,500 per month (13-month Lease)

- March 26, 2025, BOC Regular Workshop Meeting
- April 2, 2025, BOC Regular Meeting – *Approved 5-0*
- Amendment to Kimley-Horn and Associates, Inc., Consulting and Design Services Agreement
  - April 16, 2025, BOC Regular Workshop Meeting
  - **May 14, 2025, BOC Regular Meeting for Approval**
- Interlocal Agreement with the City of Largo for Storm Debris Management, Site Lot 14 Utilization for 90-day Period - \$500.00 per Storm (5-YR Term with option to renew for an additional four, one-year terms)
  - April 16, 2025, BOC Regular Workshop Meeting
  - **May 14, 2025, BOC Regular Meeting for Approval**
- ITB 25-05, Area 3 Roadway & Drainage Improvement Contract with Harbor Contracting, LLC
  - April 16, 2025, BOC Regular Workshop Meeting
  - **May 14, 2025, BOC Regular Meeting for Approval**
- Joint Participation Agreement with Pinellas County for Area 3 Roadway and Drainage Improvement Project – Reimbursement to the City for \$1,430,000.00
  - April 16, 2025, BOC Regular Workshop Meeting
  - **May 14, 2025, BOC Regular Meeting for Approval**
- ITB 25-06, Boca Ciega Street End Project
  - January 22, 2025 BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 26, 2025, BOC Regular Workshop Meeting
  - April 16, 2025, BOC Regular Workshop Meeting
  - **May 28, 2025, BOC Regular Workshop Meeting**
  - **June 11, 2025, BOC Regular Meeting for Approval**
- ITB 25-07, Military Court of Honor
  - January 22, 2025 BOC Regular Workshop Meeting
  - February 12, 2025, BOC Regular Workshop Meeting
  - March 26, 2025, BOC Regular Workshop Meeting
  - April 16, 2025, BOC Regular Workshop Meeting
  - **May 28, 2025, BOC Regular Workshop Meeting**
  - **June 11, 2025, BOC Regular Meeting for Approval**

## BOARD APPOINTMENTS

## WORKSHOP AGENDA SETTING FOR UPCOMING WORKSHOP LIST

### January 8, 2025, BOC Regular Meeting (January 22, 2025, BOC Regular Workshop)

- Ordinance 2025-06, CIP Update in Comprehensive Plan
- Ordinance 2025-04, Planned Development
- City Information Dissemination

- Grant Writing
- Military Court of Honor
- FY 25 1<sup>st</sup> Quarter Financial Update
- John's Pass Dredging Update
- Post-Hurricane Update
- Presentation: Advanced Engineering Design, Rebuilding Madeira Beach
- Ordinance 2025-05, Temporary Structures on Residential Property after Natural Emergencies
- Mulch
- New Website Quotes
- Information Officer
- Task Force Committee

**Added:**

- Amendment to the City's adult use establishment ordinance (City Manager)  
A legislative change last year required the City to update its ordinance on adult use establishments because it increased the minimum age.
- 2025 Florida Legislative Session (Commissioner Kerr)
  - Infrastructure funding request for Senator DiCeglie
  - Create a preliminary list they can discuss and add to so they can prepare it to send off at the end of the workshop.
  - If they are interacting with FEMA about the insurance, let them know that it is ridiculous to elevate four feet above base flood elevation and not calculate it into the insurance premium. Homeowners will be elevating their homes at a very high cost and then hit with \$8,000 to \$10,000 insurance premiums when there is nothing they are insuring. It is excessive.
- Tom and Kitty Stuart Park Discussion (Commissioner Ghovae)
- Department heads to give updates on damage repairs they are making due to the hurricanes and the storms (Mayor Brooks)

February 12, 2025, BOC Regular Meeting (February 26, 2025, BOC Joint Workshop with Civil Service Commission)

- Ordinance 2025-01, Employee Personnel Policy
- Ordinance 2025-02, Civil Service Commission Duties
- Ordinance 2025-03, Post Termination Hearings; Hearing Officers

February 12, 2025, BOC Regular Meeting (February 26, 2025, BOC Regular Workshop)

- Post-Hurricane Update
- Information Officer
- Task Force Committee
- Key to the City Discussion
- Post-Hurricane Update – Recovery, Rebuild, Permitting, FEMA, FDEM
- FY 25 Financial Update & Storms Damage Assessment (also discussed at 12-11-2024 BOC Workshop)
- City Street Ends Project Update
- ITB 20-02: Approval of contract for Purchase of Rear-Load Replacement Dumpsters
- Dumpster Purchase Approval

- Update on the Jetty, Dredging, and Military Court of Honor (Mayor Brooks)

**Added:**

- City Manager's Spending Limitation (Added during Reports & Correspondence)

March 12, 2025, BOC Regular Meeting (March 26, 2025, BOC Regular Workshop)

- BOC Policy Handbook (Resolution 2025-02)
- FY 2025 Financial Update & Storm Damage/Insurance
- City Hall Ground Floor Repair
- City Hall Ground Floor New Construction – Status
- Texting Service - City Information
- Post-Hurricane Update - Recovery, Rebuild, Permitting, FEMA, FDEM
- Military Court of Honor
- John's Pass Dredging
- Grant Works - Existing Agreement

**Added:**

- Pocket Parks Update
- Library 60-Day Budget Extension
- Vision for the Marina during the Budget Workshop
- Captain Melvin Jackson with PCSO
- Snack Shack Agreement
- Tom and Kitty Stuart Park Update
- Update on the repairs at the Pinellas County Park
- Commissioner Ghovae asked for an update on the repairs to State Road 666 over the causeway. The City Manager said he would contact Pinellas County and follow up. Director Wepfer said the potholes along 150th Avenue are from failing utilities, and the County is aware of them.

April 2, 2025, BOC Regular Meeting (April 16, 2025, BOC Regular Workshop)

- Master Plan
- 2025 Local Mitigation Strategy
- RFP No. 25-05, Area 3 Drainage & Roadway Improvements

**Added:**

- John's Pass Dredging Update (City Manager)
- Boca Ciega Street End Update (City Manager)
- Court of Honor Update (City Manager)
- Archibald Park Update (City Manager)
- Post Storm Updates (City Manager)
- 2024 Audit Presentation (City Manager)
- BOC Policy Handbook (Mayor Brooks)—Discuss adding a section on the order of business agenda for BOC regular meetings in the BOC Policy Handbook to address citizen comments received at the meeting. She would like it to be discussed and voted on at their next regular meeting.
- Tom and Kitty Stuart Park (Mayor Brooks)
- Key to the City and Awards Procedure (Mayor Brooks)
- Residential Impact Fees (Vice Mayor Kerr)



May 14, 2025, BOC Regular Meeting (May 28, 2025, BOC Regular Workshop)

- Ceremonial Items Policy (Resoluiton 2025-04)
- City Fitness Center
- Snack Shack Agreement
- Interlocal Agreement between Pinellas County and Local Governments for Multimodal Impact Fee Coordination
- Emergency Operations Plan (Resolution 2025-05)
- ITB 25-06, Boca Ciega Street End Project
- ITB 25-07, Military Court of Honor Project

**BOC WORKSHOP MEETINGS & REGULAR MEETINGS UPDATES - DISCUSSIONS**January 8, 2025, BOC Regular Meeting

- John's Pass Dredging Update
- John's Pass Park Jetty Repair
- Hurricane Updates – Recovery, Rebuild, Permitting, FEMA, FDEM 2025 Florida Legislative Session
- 2025 Florida Legislative Session

January 22, 2025, BOC Regular Workshop Meeting

- Ordinance 2025-07, Minimum Age for Adult Use Establishments F.S. 787.30
- Post-Hurricane Recovery, Rebuilding, Permitting, FEMA, FDEM
- Rebuilding Madeira Beach
- Mulch
- Ordinance 2025-05, Temporary Shelters on Residential Property
- Ordinance 2025-04, Planned Development
- Ordinance 2025-06, Amendment to Capital Improvement Element of Comprehensive plan
- Military Court of Honor
- Saltwater Destination Beach Concession Agreement—2nd Agreement
- Tampa Bay Psychology Associates Services Agreement
- HR, Classification, & Compensation Plans Study Update
- City Information Dissemination
- City Web/Internet Site
- Grant Writing
- Shumaker Advisors – Jim Taylor
- John's Pass Dredging Update – Aptim Presentation
- Q1 FY 2025 Financial Presentation, Including Post-Hurricane Update
- Emergency Bridge Loan Program
- John's Pass North Jetty Update
- Declared Disaster Sanitation Fee
- Public Works/Satellite Building Department Design

February 12, 2025, BOC Regular Meeting

- City Manager – Post Storm Work

February 26, 2025, BOC Joint Workshop with Civil Service Commission

- Ordinance 2025-01, Employee Personnel Policy
- Ordinance 2025-02, Civil Service Commission Duties
- Ordinance 2025-03, Post Termination Hearings; Hearing Officers

February 26, 2025, BOC Regular Workshop

- Key to the City
- Task Force Committee
- Information Officer
- SBA Loans—Rick Morales
- John's Pass Dredging
- Honor Court
- City Purchasing
- CAP Government Agreement for Building Department Services
- Updates to the Code for C-1 and C-2 Zoning District
- Post-Hurricane Update Recovery, Rebuild, Permitting, FEMA, FDEM
- FY 2025 Financial Presentation – Through January 2025
- John's Pass North Jetty Update
- ITB 25-02 Purchase Rear Load Replacement Containers Contract Approval
- Purchase for Rear Load Containers
- City Street Ends Project Update
- RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs
- Facility Use Agreement
- Facility Rental Fee Updates
- City Sponsored Fireworks

March 26, 2025, BOC Regular Workshop

- 2025 BOC Policy Handbook
- Captain Melvin Jackson, Pinellas County Sheriff's Office
- John's Pass Dredging
- Gulf Beaches Public Library - FY 26 Budget Request
- City Information Dissemination - Texts
- Post-Hurricane Update - Recovery, Rebuild, Permitting, FEMA, FDEM
- Financial Overview Presentation—Through March 2025
- City Marina
- Public Works / Satellite Building Change Order
- Boca Ciega Street End Project Update 3-26-2025
- Automated Side Load Garbage Truck Lease Agreement
- Tom & Kitty Stewart Park Hurricane update -
- Court of Honor update
- Archibald Park Update

April 16, 2025, BOC Regular Workshop

- Board of Commissioners Policy Handbook
- Key to the City & Awards Policy and Procedure

- Personnel, Policy & Procedures Manual (Ordinance 2025-01)
- John's Pass Dredging Update
- City External Financial Audit
- Madeira Beach Master Plan Update – Impact Fees
- Pinellas County Local Mitigation Strategy (LMS)
- Amendment to Kimley-Horn Agreement for Master Plan
- Post-Hurricanes Update-Recovery, Rebuild, Permitting, FEMA, FDEM
- FY 2025 Financial Overview Presentation – Through March 2023
- Fees and Collection Manual Updates
- Court of Honor Update April 16, 2025
- Boca Ciega Street End Project Update 4/16/2025
- Archibald Parking Lot and 142<sup>nd</sup> Beach Access Repair Update –
- Tom & Kitty Stuart Repair Update
- ITB 25-05 Area 3 Roadway & Drainage Improvement Project
- Interlocal Agreement for Storm Debris Management Site Utilization
- Joint Participation Agreement with Pinellas County for Area 3 Roadway and Drainage Improvement Project

### **BOC SPECIAL MEETINGS – SHADE MEETINGS**

#### February 26, 2025, BOC Special Meeting (for a shade meeting)

- The City of Madeira Beach v. Wannemacher Jensen Architects, Inc. and Hennessy Construction Corp., Case No.: 23-007114-CI, Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

### **BOC SPECIAL MEETINGS – FY 2026 MILLAGE RATE & FY 2026 BUDGET HEARINGS**

#### September 10, 2025, BOC Special Meeting

- Adopt FY 2026 Tentative Millage Rate Ordinance and FY 2026 Tentative Budget Ordinance – 1<sup>st</sup> Reading & Public Hearing

#### September 24, 2025, BOC Special Meeting

- Adopt FY 2026 Millage Rate Ordinance and FY 2026 Budget Ordinance – 2<sup>nd</sup> Reading & Public Hearing

### **BOC BUDGET WORKSHOPS**

#### March 26, 2025, BOC Budget Workshop #1

- 5-Year Capital Improvement Plan Initial Discussion
- EOG DOGE Letter to Local Officials
- FY 2026 Budget Workshop & Adoption Timeline

#### April 16, 2025, BOC Budget Workshop #2

- 3 Year Historical Revenues & Expenses and Reserve Analysis
- 5-Year Capital Improvement Plan Initial Discussion

- Personnel Listing & Costs by Department – FY 2025
- FY 2026 Budget Workshop & Adoption Timeline

#### May 28, 2025, BOC Budget Workshop #3

- Updated Capital Improvement Plan
- Position Listing & Benefits Overview

#### June 25, 2025, BOC Budget Workshop #4

- Preliminary Budget Document

#### July 23, 2025, BOC Budget Workshop #5

- Ad Valorem Tax Analysis
- Preliminary Budget Book – Summary of Changes

#### August 27, 2025, BOC Budget Workshop #6

- Tentative Budget Book – Summary of Changes

### **FINANCE DEPARTMENT UPDATES**

#### April 16, 2025, 2025, BOC Regular Workshop Meeting

- FY 2025 Financial Overview Presentation - Through March 2025
- James Moore – City External Financial Audit

### **LETTER OF SUPPORT ITEMS**

### **REPORTS/CORRESPONDENCE – BOARD OF COMMISSIONERS & CHARTER OFFICERS**

#### January 8, 2025, BOC Regular Meeting

- **Board of Commissioners 2025 BOC Meeting Schedule** – The Board changed the Wednesday, October 8, 2025, BOC Regular Meeting to Wednesday, October 1, 2025, because the Mayor could not attend the meeting.
- **City Attorney** – No Report
- **City Clerk** – City Clerk’s January 2025 Report and Board of Commissioners 2024 Annual Meetings Report
- **City Manager** – The City Manager thanked the Board for its continued support and interactions with the residents and businesses. It has been extremely helpful during post-storms. He appreciated the snacks brought in on Fridays by a Commissioner for the employees.

#### February 12, 2025, BOC Regular Meeting

- **Board of Commissioners - 2025 BOC Meeting Schedule** - The Board rescheduled the BOC Regular Meeting from Wednesday, April 9<sup>th</sup>, to Wednesday, April 2<sup>nd</sup>, and the two BOC Workshop Meetings (Budget Workshop and Regular Workshop) from Wednesday, April 23<sup>rd</sup>, to Wednesday, April 16<sup>th</sup>. The times of the meetings did not change. The City Attorney said he would have someone to cover for him at the April 16<sup>th</sup> meetings.
- **City Attorney** - The City Attorney reported on the lawsuit he filed against Wannemacher Jensen Architects, Inc., and Hennessy Construction Services Corporation for issues occurring at the fire

station and recreation center. A BOC Special Meeting was scheduled for a Shade Meeting on Wednesday, February 26, 2025 from 3:00 p.m. to 4:00 p.m.

- **City Clerk** - City Clerk's February 2025 Report
- **City Manager** – The City Manager reminded everyone to lock their vehicles and firearms. There have been vehicles broken into and firearms stolen. Captain Melve Jackson from the Pinellas County Sheriff's Office will introduce himself at the March workshop. He took the place of Captain Leiner, who retired. The Elevate Florida website was now open.

#### March 12, 2025, BOC Regular Meeting

- **Board of Commissioners 2025 BOC Meeting Schedule** - Mayor Brooks asked if they could include discussions of residents' comments on the agenda for every meeting before they adjourn. The City Manager said they would amend the agenda format in the BOC Policy Handbook at the next workshop.
- **City Attorney**—The City Attorney gave an update on the Fire Station settlement agreement and hoped to bring it to the April 2<sup>nd</sup> BOC Regular Meeting for approval.
- **City Clerk** – No City Clerk's Monthly Report
- **City Manager** – The City Manager congratulated the Mayor and Commissioners of Districts 3 and 4. He reminded everyone of the upcoming events in March and the first Budget Workshop on the 26th.

#### April 2, 2025, BOC Regular Meeting

- **Board of Commissioners**
  - **Board of Commissioners – 2025 BOC Meeting Schedule** – No changes made. Commissioner Tagliarini will be on vacation for three weeks and miss the June 25<sup>th</sup> workshop meetings.
  - **Board of Commissioners Meeting Report** – The City Clerk reviewed the new Board of Commissioners and received positive feedback from the Board.
- **City Attorney**—The City Attorney gave an update on the Fire Station settlement agreement and hoped to bring it to the next regular meeting for approval.
- **City Clerk** – City Clerk's April 2025 Report
- **City Manager** – The City Manager was absent from the meeting.

### **TOWN HALL MEETINGS**

- January 28, 2025 – City of Madeira Beach Master Plan Town Hall Meeting
- April 24, 2025 - 2025 State of the Beaches Mayor's Town Hall Meeting (ISPS and the Pinellas Beaches Chamber)

**CITY CLERK'S REPORT  
MAY 2025**

- 1. CITY OF MADEIRA BEACH BRIEF HISTORY**
- 2. HISTORY LEADING TO THE 25<sup>TH</sup> ANNIVERSARY OF THE CITY OF MADEIRA BEACH, FLORIDA**
- 3. CITY OF MADEIRA BEACH HISTORY OF CITY MANAGERS – 1953 TO CURRENT**

# **CITY OF MADEIRA BEACH**

## **BRIEF HISTORY**

**Madeira Beach, Florida (known as Mitchell's Beach during World War I) was incorporated in 1947 as the Town of Madeira Beach.**

**In 1951, the Town of Madeira Beach and the Town of South Madeira Beach were consolidated forming the City of Madeira Beach.**

### **Historical Statistics:**

- 1952 Construction of the sewer system and sewage treatment plant.**
- 1953 The City Charter was approved by the voters and issued by the States providing for the Board of Commissioners-City Manager form of government.**
- 1955 The City annexed the property east of the former Welch Causeway Bridge.**
- 1958 The City purchased 24 acres of property for a civic center.**
- 1959 Construction of the Madeira Shopping Center on the property annexed in 1955 and construction of the elementary and junior high schools across and south of the shopping center.**
- 1962 Construction of a new bridge to replace the old Welch Causeway Bridge. This construction included a four-lane, divided highway on both sides of the bridge.**
- 1965 Dedication of the new City Hall Municipal building.**
- 1969 Dedication of the new Gulf Beaches Public Library. Both the City Hall and the Library are on the property purchased in 1958.**
- 1972 Dedication of the new John's Pass Bridge. Dedication of the Welch Causeway to Tom Stuart Causeway. This road is also known as State Road 666.**

**Madeira Beach has an estimated population of 4,226 people with accommodations for approximately 4, 000 tourists. It is a popular tourist community with the principal attractions being the beaches and sport fishing.**

**The City at its longest point is 2.3 miles long, and at its widest point, one mile in width, but has numerous fingers and inlets.**

**Departments supporting the City operations are the Administration, Fire, Public Works, Building and Zoning, and the Parks and Recreation.**

HISTORY LEADING TO THE 25th  
ANNIVERSARY OF THE CITY OF  
MADEIRA BEACH, FLORIDA

Item 15D.

1. Prior to August, 1951, the area now known as the City of Madeira Beach, consisted of two Towns. The Town of Madeira Beach extended from the middle of 155th Avenue to 140th Avenue. The Town of South Madeira Beach extended from 140th Avenue to John's Pass.
2. On June 6th, 1951, the Charter for the City of Madeira Beach was approved by the State of Florida. The original Charter is in the officer of the City Clerk.
3. On August 7th, 1951, the voters of the two Towns had an election to vote for or against the merger of the two Towns into one City.
4. On August 8th, 1951, the votes were canvassed.
5. On August 9th, 1951, the results of the election determined that the two Towns were now the City of Madeira Beach as set forth in the Charter mentioned in item 2. The form of government was Mayor - Commissioners.
6. There were ten employee's on the payroll consisting of a City Clerk, City Attorney, three in the Police Department, three in the Fire Department, the Librarian and City Judge. There was no Public Works Department.
7. City Hall was located at 14509 Gulf Blvd., and housed the Police and Fire Departments.
8. The Mayor was \_\_\_\_\_  
and Commissioners consisted of \_\_\_\_\_
9. City employees were as follows; POLICE DEPARTMENT - Carl W. Schneider, Chief. Douglas Rodenbaugh, Sergeant, Charles J. Gallagher, Patrolman. FIRE DEPARTMENT - John Robbins, Chief. Mathew Murphy ( now deceased ), 1st Assistant. Frank Worth, second assistant. CITY CLERK AND CLERK OF COURT - Richard Maduro. CITY ATTORNEY - Lawrence Childs. CITY JUDGE - Judge Brown ( now deceased ). LIBRARIAN - Edith Mariani.
10. The City had two cruisers for the Police Department with two-way radio. These units were dispatched by the St. Petersburg Police Department and the identifying call was " Car 86 ". The Fire Department had one truck. In addition to fire calls, the truck had to respond for rescue calls as well. The truck was equipped with a resuscitator.
11. The Library was located on 140th Avenue ( now the Jack Armstrong residence ).
12. Harbor Drive and Bay Point had just been " pumped in " and were ready for development as residential areas. The area now known as the Crystal Isle " Fingers " were only mangroves.
13. The American Legion Hall was in the building now occupied by " The Deck "
14. Gas. oil and service on the three City owned vehicles was done by contract through bid with local service stations.



15. The closest community to the South with Fire and Police assistance was St. Petersburg Beach. To the North, it was Indian Rocks.
16. Ambulance service was provided by Beach Memorial in St. Petersburg Beach.
17. Wrecker service for accidents and disabled vehicles was provided by " G.I. Joe's" in St. Petersburg.

# City of Madeira Beach History of City Managers

1953-  
CURRENT

Item 15D.

ELECTED/ APPOINTED	SUMMARY OF TITLE	APPOINTED	END DATE	REASON FOR LEAVING
1953	The City Charter was approved by the voters and issued by the state, providing for the Board of Commissioners-City Manager form of government. The City hired its first City Manager.			
Appointed	E.C. Brandon \$7,500 Annually (The first Madeira Beach City Manager)	09/29/1953	11/08/1955	Resigned
Appointed 11/01/1955	Charles W. Tucker, City Manager	11/15/1955	12/30/1955	Terminated provisional agreement 12/30/1955
Appointed	Charles W. Tucker, City Manager	01/04/1956	03/03/1957	Resigned 1/3/1957 effective 3/3/1957
Appointed 01/17/1957	E.C. Brandon, Acting City Manager	02/01/1957	03/21/1957	
Appointed	Harold J. Hilliard, City Manager	03/21/1957	12/11/1958	Terminated effective 12/13/1958
Appointed	Harry P. Palmer, Acting City Manager	12/11/1958	05/02/1963	Terminated
Appointed	Richard Maduro, City Clerk/Acting City Manager	05/02/1963	09/05/1963	
Appointed 09/05/1963	Stephen W. Acheson, Finance Director/ Acting City Manager	09/07/1963	09/22/1963	To serve in the absence of Manager Maduro from 9/7/1963 to 9/22/1963
Appointed 08/15/1963	James V. Davis, City Manager	09/22/1963	12/30/1966	Accepted the CM position at Pinellas Park
Appointed 12/15/1966	Warren Atwater, Finance Director/ Acting City Manager	12/30/1966	03/16/1967	

# City of Madeira Beach History of City Managers

1953-  
CURRENT

Item 15D.

ELECTED/ APPOINTED	SUMMARY OF TITLE	APPOINTED	END DATE	REASON FOR LEAVING
Appointed 03/16/1967	Stephen A. Derry, City Manager	03/16/1967	10/01/1968	Terminated
Appointed	Warren Atwater, Finance Director/Acting City Manager	10/01/1968	01/31/1969	
Appointed	Joseph Babineau, City Manager	02/06/1969	09/30/1970	
Appointed	Warren E. Atwater, Finance Director/Acting City Manager	09/22/1970	06/01/1971	
Appointed 05/25/1971	Joseph Elliott, City Manager	06/01/1971	09/26/1972	Resigned
Appointed 09/26/1972	Warren E. Atwater, Finance Director/Acting City Manager	10/01/1972	01/02/1973	
Appointed 01/02/1973	Ralph W. Rawson, City Manager	01/03/1973	09/30/1986	Retired
Appointed	Paul Williams, Finance Director/Acting City Manager	09/30/1986	07/16/1992	Resigned 07/16/1992
Appointed	John M. Mulvihill, Bldg. & Zoning Director/Acting City Manager	07/17/1992	11/03/1992	
Appointed 11/03/1992	John M. Mulvihill, City Manager	11/03/1992	09/05/1995	Resigned 09-05-1995
Appointed	Alan S. Braithwaite, Administrative Services Director/Acting City Manager	09/06/1995	11/24/1995	
Appointed 11/21/1995	Mr. Kim D. Leinbach, City Manager	11/21/1995	01/02/1999	Resignation effective 01/02/1999 to be CM of Temple Terrace, FL
Appointed	Mike Maxemow, Community Services Director/Acting City Manager	01/04/1999	03/28/1999	
Appointed 03/29/1999	Michael P. Bonfield, City Manager	04/06/1999	01/18/2002	

# City of Madeira Beach History of City Managers

1953-  
CURRENT

Item 15D.

ELECTED/ APPOINTED	SUMMARY OF TITLE	APPOINTED	END DATE	REASON FOR LEAVING
Appointed 01/08/2002	Elaine B. Trehy, Administrative Services Director/Acting City Manager	01/22/2002	04/01/2002	
Appointed 03/12/2002	James M. Madden, City Manager	04/01/2002	03/10/2004	
Appointed	Mike Maxemow, Community Services Director/Acting City Manager	03/11/2004	08/15/2004	
Appointed 08/16/2004	Jill Silverboard, City Manager	08/16/2004	12/01/2007	Resigned 12/01/2007
Appointed	Mike Maxemow, Community Services Director/Acting City Manager	12/01/2007	06/30/2008	
Appointed 06/24/2008	William “W.D.” Higginbotham, Jr., City Manager	06/30/2008	03/03/2011	Resigned 02/08/2011
Appointed 03/03/2011	Bill Mallory, Fire Chief/Acting City Manager	03/03/2011	11/22/2011	
Appointed	James M. Madden, Interim City Manager	11/22/2011	01/24/2012	
Appointed 01/24/2012	Shane B. Crawford, City Manager	01/24/2012	05/04/2017	Suspended on 05/04/2017 – BOC Approved Resignation Agreement & 1- YR Independent Consultation Agreement for each, Shane Crawford, and wife Cheryl Crawford (former City Clerk), 06/19/2017
Appointed 05/23/2017	Derry’l O’Neal, Fire Chief/Acting City Manager	05/23/2017	02/13/2018	Resigned

# City of Madeira Beach History of City Managers

1953-  
CURRENT

Item 15D.

ELECTED/ APPOINTED	SUMMARY OF TITLE	APPOINTED	END DATE	REASON FOR LEAVING
Appointed 02/13/2018	Jonathan Evans, City Manager	02/13/2018	07/09/2019	Resigned to return as CM in City of Riviera Beach
Appointed	Robert Daniels, Interim City Manager	07/09/2019	08/27/2019	
Appointed 08/27/2019	Robert Daniels, City Manager	08/27/2019	12/19/2021	
Appointed	Robin Gomez, City Manager	12/20/2021	Present	
	Following a vote passed by the Madeira Beach voters on November 6, 2018 in the General Election, the City Manager became a Charter Officer. Only qualified administrative officers (non-charter officers) can now serve as acting city manager.			