



BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

**Wednesday, June 25, 2025 at 6:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708**

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

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

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

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

4. BOARD OF COMMISSIONERS

A. Adopting Ceremonial Items Policy (Resolution 2025-04)

5. CITY MANAGER

A. Snack Shack - Repairs and Agreement Update

B. John's Pass Dredging Update

C. HR Compensation Study

D. The Barrier Islands Governmental Council (Big-C)

E. Integris VCISO

6. COMMUNITY DEVELOPMENT

A. Nonconformances, Variances, and Open Sky Requirements

B. Add Ordinance Language for Unsafe Structures

C. Hurricane Permit Update

7. FINANCE

A. Presentation of Series 2013 Bond Refunding Opportunity

8. PUBLIC WORKS

A. Beach Groin Restoration Project update June Workshop 2025

9. RESPOND TO PUBLIC COMMENTS/QUESTIONS

10. ADJOURNMENT

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

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

Exhibit A

CEREMONIAL ITEMS POLICY**STATEMENT OF POLICY**

The Board of Commissioners awards ceremonial items to celebrate the achievements of residents, businesses, and organizations, fostering community connection and engagement. This policy outlines the procedures for submitting requests, processing, and issuing ceremonial items.

DEFINITIONS

Proclamation: A Proclamation is an official public declaration by the Mayor to recognize or raise awareness of an organization, business, issue, event, or individual that has impacted the City of Madeira Beach during a specific time frame.

Business Award: The Business Award recognizes a business, nonprofit organization, or religious institution.

Key to the City: The City's most prestigious award. It may be given selectively to honor a person, who may or may not be a resident of the City of Madeira Beach, with extraordinary or significant accomplishments and contributions to any of the following: the historic, economic, social and/or cultural fabric of the City. The Key may be given to honor significant contributions to the military service, to persons who have performed acts of heroism in the City, to distinguished individuals for exceptional civic contributions, and/or dignitaries and celebrities who have an effect on the City and are visiting.

Certificates of Recognition and Appreciation: Certificates of Recognition and Appreciation are awarded to those individuals or organizations who have performed some act or completed some task or effort on behalf of the City or residents of the City.

City Coin: The City Coin is a coin created for members of the Board of Commissioners or the Mayor to present at their discretion.

Congratulatory Letters: Congratulatory Letters are issued to individuals or organizations for accomplishments such as those congratulating Eagle Scouts, Girl Scouts, and newly elected municipal officials in Pinellas County.

POLICY AND PROCEDURE FOR CEREMONIAL ITEMSProclamation

Individuals and organizations seeking a proclamation must submit an application along with sample language that can be modified. Recipients must be able to attend the Board of Commissioners meeting to receive the proclamation, as proclamations will not be mailed. The Mayor and/or members of the Board of Commissioners may also propose a

proclamation, subject to approval by the Board of Commissioners. Proclamations will be listed on the agenda under the Consent Agenda for approval at the Board of Commissioners meeting prior to their presentation. Approved proclamations will be presented by the Mayor and/or members of the Board of Commissioners on a rotating basis. Proclamations proposed by City staff will continue to be added to Board of Commissioners meeting agendas as needed.

Business Award

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

Key to the City

The Mayor and/or members of the Board of Commissioners may nominate a distinguished individual to receive the Key to the City by submitting their nomination to the City Clerk. The nomination will be included on the Board of Commissioners' meeting agenda for consideration prior to the presentation. The Key to the City will be presented to the recipient by the Board of Commissioners at a following meeting of the Board of Commissioners.

Certificates of Recognition and Appreciation

Certificates of Recognition and Appreciation signed by the entire Board of Commissioners are awarded to those individuals or organizations who have performed some act or completed some task or effort on behalf of the City or residents of the City.

City Coin

The City Coin may be presented by the Mayor and/or members of the Board of Commissioners. Each member of the Board of Commissioners and the Mayor will be provided with three coins to present.

Congratulatory Letters

Congratulatory letters, signed by the entire Board of Commissioners, will be mailed to those individuals or organizations for their accomplishments such as Eagle Scouts, Girl Scouts, and newly elected municipal officials in Pinellas County.

RESOLUTION 2025-04

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

WHEREAS, the Board of Commissioners of the City of Madeira Beach, Florida, wishes to award ceremonial items to celebrate the achievements of residents, businesses, and organizations, fostering community connection and engagement; and

WHEREAS, a ceremonial items policy is needed to outline the procedures for submitting requests, processing, and issuing ceremonial items; and

WHEREAS, the Board of Commissioners, based on the direction provided at its April 16, 2025 Commission Workshop, wishes to adopt a Policy outlining the procedures for submitting requests, processing, and issuing ceremonial items.

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

Section 1. That the City of Madeira Beach hereby approves the Ceremonial Items Policy attached hereto as Exhibit A .

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

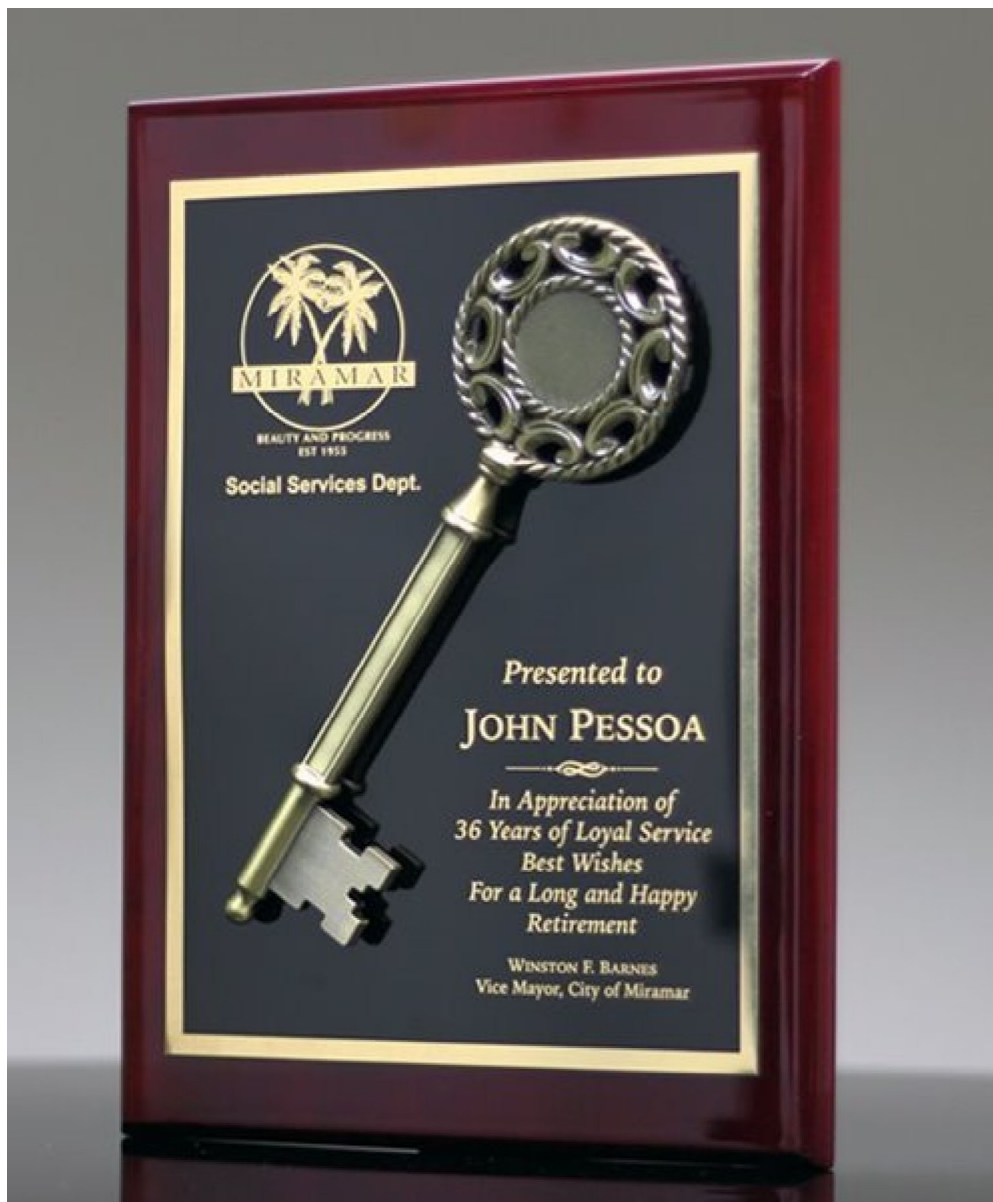




Ceremonial
Supplies











Item 4A.

















FIRST AMENDMENT TO
SNACK SHACK CONCESSION AGREEMENT

THIS FIRST AMENDMENT TO SNACK SHACK CONCESSION AGREEMENT ("First Amendment") is hereby entered into by and between the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, hereinafter referred to as "City," and, **UNITED PARK SERVICES, INC.**, a Florida corporation, hereinafter referred to as "Concessionaire."

RECITALS

WHEREAS, the City and Concessionaire entered into that certain Snack Shack Concession Agreement, hereinafter referred to as "Agreement," dated July 23, 2019; and

WHEREAS, the Concessionaire, pursuant to Paragraph 12 of the Agreement was obligated to pay all utility costs applicable to the Concession Area; and

WHEREAS, the Concessionaire failed to pay the City for garbage service and water service during the entire term of the Agreement; and

WHEREAS, the City is entitled to \$12,350.00 from Concessionaire for garbage service through September 29, 2021, as well as for garbage service following said date; and

WHEREAS, the City is entitled to \$11,827.86 from Concessionaire for water service through August 5, 2021, as well as for water service following said date; and

WHEREAS, the COVID-19 pandemic has effected tourism in Madeira Beach as well as beach goers visiting Archibald Park and as a result the Concessionaire is requesting an additional year to be added to the term of the Agreement; and

WHEREAS, City and Concessionaire wish to address:

1. The extension the Agreement for an additional three (3) year period beginning August 1, 2021 and ending July 31, 2024.

2. Payment for the unpaid garbage service and water service provided to the concession area.
3. An increase in the amount of the monthly Concession Fee to be paid by the Concessionaire to the City.

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

1. The Term of the Agreement shall be extended for an additional three (3) year period beginning August 1, 2021 and ending on July 31, 2024 unless terminated sooner pursuant to the terms of the Agreement.
2. In addition to all other financial obligations under the terms of the Agreement the Concessionaire's monthly Concession Fee shall be increased from \$6,000.00 per month to:
 - i. \$6,180.00 for August 1, 2021 through July 31, 2022
 - ii. \$6,365.40 for August 1, 2022 through July 31, 2023
 - iii. \$6,556.36 for August 1, 2023 through July 31, 2024
3. The Concessionaire will install, subject to approval by the City, at its sole cost, a water meter and related connections to the Concession Area in order to separate it's water consumption from that of the City's water consumption at Archibald Park. In return, the City will waive the \$11,827.86 for past due water consumption. The Concessionaire will continue to be obligated to pay the City for water consumption until the new meter is installed. Once the new meter is installed it shall pay for the water consumption through said meter.

4. The Concessionaire shall pay the City for all past due garbage services before the effective date of this Amendment. Should the Concessionaire fail to pay for the past due garbage services this Amendment shall be void and of no force and effect.
5. The Concessionaire shall pay the City an additional \$200.00 a month for maintenance and cleaning of public bathrooms, totaling \$1500.00 a month.
6. Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed by City and Concessionaire, and each, by the execution of this Amendment, hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment on the day and year set forth next to their signatures below.

CITY OF MADEIRA BEACH
a Florida municipal corporation

By: 
Robert Daniels, City Manager

Dated: 10/14/2021

ATTEST:


Clara VanBlargan, City Clerk

UNITED PARK SERVICES, INC., a Florida corporation,

By: 
Alan L. Kahana, President

Dated: 10/11/21

SNACK SHACK CONCESSION AGREEMENT

THIS SNACK SHACK CONCESSION AGREEMENT, given at Madeira Beach, Florida, this 23rd day of July 2019, by the City of Madeira Beach, Florida, a municipal corporation, hereinafter referred to as "CITY," to United Park Services, Inc., a company authorized to do business in the State of Florida, hereinafter referred to as "CONCESSIONAIRE."

WITNESSETH:

WHEREAS, on August 2, 1972 a Quitclaim Deed was recorded in the Official Records of Pinellas County in O.R. Book 3845 commencing at page 927 by which the United States of America deeded to the City of Madeira Beach all of the United States of America's right, title and interest in a parcel of property consisting of approximately 2.5 acres, commonly referred to as Archibald Memorial Beach Park generally located at 15100 Gulf Boulevard (hereinafter "Property"); a copy of said August 2, 1972 Quitclaim Deed (hereinafter "Quitclaim Deed") being attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, the Property had been conveyed by private parties to the United States via two Warranty Deeds recorded on January 7, 1933, in the Pinellas County, Florida Register of Deeds in Deed Book 640, Page 495 and Deed Book 640, Page 496 (hereinafter "Source Deeds"); and

WHEREAS, said Quitclaim Deed evidences that Archibald Memorial Beach Park was transferred to the City of Madeira Beach for and in consideration of the perpetual use of the premises as and for public park and public recreation area purposes by the City of Madeira Beach in perpetuity as set forth in the program of utilization and plan contained in the application submitted by the CITY on June 18, 1971; and

WHEREAS, the Quitclaim Deed further provides that the Property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency that the Secretary of Interior agrees in writing can assure the continued use and maintenance of the Property for public park or public recreational purposes and that nothing in this provision shall preclude the CITY from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties provided prior concurrence to such agreement is obtained in writing from the Secretary of the Interior; and

WHEREAS, CITY issued a Request for Proposals - Snack Shack Concession Services seeking parties desiring to operate a concession in the Snack Shack at Archibald Memorial Beach Park; and

WHEREAS, four (4) entities responded to the RFP; and

WHEREAS, at a duly noticed public meeting of the Board of Commissioners of CITY conducted on November 19, 2013, CONCESSIONAIRE was selected as the most responsible and responsive proposer

acknowledges that CITY cannot and has not surrendered absolute control and possession of the Concession Area, nor any right, title or other interest in the Concession Area or Property expressly granted herein. Rather, CONCESSIONAIRE hereby acknowledges that CITY has granted CONCESSIONAIRE a terminable at will agreement for use of the Concession Area within Archibald Memorial Beach Park consistent with the terms and conditions in this Agreement.

3. Term: A condition precedent to the effective date of this Concession Agreement shall be the written concurrence of same as required by the Quitclaim Deed from the NPS to the CITY attached as Exhibit A. This Concession Agreement shall become effective on the first day of the calendar month immediately following receipt from the NPS of written concurrence of the Concession Agreement. Said first day of the calendar month shall be the Effective Date of this Concession Agreement. The initial term of this Concession Agreement shall be for a two (2) year period. This Concession Agreement may be extended for up to two (2) additional (2) year periods subject to the mutual consent of both parties upon conditions to be mutually agreed upon at that time. In the event CONCESSIONAIRE desires to extend the term, CONCESSIONAIRE shall provide written notice thereof to the City Manager at least ninety (90) days prior to the expiration of the current term of this Concession Agreement. Any agreement reached by CITY and CONCESSIONAIRE for renewal of this Concession Agreement shall be subject to the written concurrence of the NPS.

4. Use of Concession Area: CONCESSIONAIRE shall use, occupy and maintain the Concession Area in a business like, careful, clean and non-hazardous manner for the sole purpose of providing a snack bar, light beach going foods and gift shop concession in strict accordance with all terms and provisions imposed in the Quitclaim Deed set forth in Exhibit A. Written approval by CITY and written concurrence by the NPS shall be required for other proposed use of the Property in conjunction with or in addition to those specified herein. The general public will be allowed to use Archibald Memorial Beach Parks including the Concession Area, for park and recreational use at all times (excepting official closures by the City), including those times when the concession service is, or is not, in operation. CONCESSIONAIRE is specifically authorized to use the Concession Area for the purpose of offering goods and food service amenities supplementary to the public beach use of Archibald Memorial Beach Park. A general description of the food and beverage items which CONCESSIONAIRE may make available to the public from the Concession Area is as follows:

- Ice Cream
- Hawaiian Shaved Ice
- Smoothies
- Soda Fountain Beverages
- Juices

- Floats
- Masks
- Snorkels and Fins
- Sunscreen
- Sun Glasses
- Disposable Cameras and Rim including One Hour Digital Photo Printing
- Souvenirs including Hand Crafted Local Art
- Postcards
- Any additional items of similar nature approved by the City Manager

CONCESSIONAIRE covenants that the fees charged by CONCESSIONAIRE for the above goods and services must be reasonable so as not to deny participation by the general public and must be approved by the City Manager. CONCESSIONAIRE covenants that beverages shall not be sold in glass containers.

To ensure immediate response to issues of public health, safety and welfare, the concessionaire may in its sole discretion:

- (a) report violations of state law and request assistance of law enforcement, including the County Sheriff's deputies, to enforce Florida laws and City Codes on, and within, the premises; and
- (b) trespass and eject from the premises any customer or patron who violates Florida law, (including assault, battery or other misdemeanors or crimes) or violates City Code.

5. **Concession Fee:** A Concession Fee in the amount of Six Thousand and No/100 Dollars (\$6,000.00) per month plus any applicable sales tax shall be due from CONCESSIONAIRE to CITY, in consideration of the use privilege granted in this Concession Agreement, on the first day of the first month after the Effective Date of this Concession Agreement through the first day of the sixtieth (60th) calendar month after the Effective Date of this Concession Agreement. In the event this Concession Agreement is extended, the Concession Fees due and payable during the extension period will be set forth in a written contract and/or extension of this Concession Agreement, rent is to be remitted to the City the 1st of every month.

~~In the event that Archibald Memorial Beach Park (Park") is completely closed for more than seven (7) consecutive days as a result of red tide, a named hurricane, an oil spill, or the closing of the 150th Street bridge as a result of an act of God, then the concession fee shall be reduced in proportion to the number of days the Park was closed.~~ Business Insurance. The CONCESSIONAIRE is not required, but is encouraged, to seek Business Loss Insurance. Business insurance if obtained by the CONCESSIONAIRE, may be available as insurance coverage for business costs and lost profits due to the inability to conduct business due to acts of god, red tide, oils spills or hurricanes, and if available may cover rent and other charges from the City, in which case, such business insurance amounts for rent shall be promptly remitted to the City.

- Retail Shelving
- Beer and Wine Coolers
- Walk-in Cooler/Freezer
- Grills and Fryers
- Stove
- Dishwasher
- Steam Table
- Fans and Heaters
- Portable Stage
- Electric
- Bird Lines
- Deck Lights

CONCESSIONAIRE shall obtain the prior written approval of the City Manager in advance of installing any equipment and improvements not specifically identified above and said approval shall not be unreasonably withheld. CONCESSIONAIRE shall be responsible to keep all of the equipment and improvements within the Concession Area in good appearance and working order throughout the entire term of this Concession Agreement.

7. Hours of Operation: CONCESSIONAIRE shall operate the concession within the Concession Area seven days per week from 8:00 a.m. until approximately one hour after sunset. Any deviation from the operational hours and days set forth in this paragraph shall take place only with the prior written approval of the City Manager, which approval shall not be unreasonably withheld.

8. Nature of Concession Agreement: CONCESSIONAIRE shall use the Concession Area for no purposes other than the operation of the concession as described in Section 4, above. CONCESSIONAIRE shall be solely responsible for all of its operations and activities pursuant to this Concession Agreement, including services with reference to the restrooms. CONCESSIONAIRE shall not permit any intoxicated person or any person acting in a disorderly manner to remain upon the Concession Area. It is expressly understood and agreed that no real or personal property is being leased to CONCESSIONAIRE by the CITY under this Concession Agreement. This is a Concession Agreement and not a lease. The CONCESSIONAIRE'S right to occupy the Concession Area and to operate within same shall continue only so long as CONCESSIONAIRE shall comply strictly and promptly with each and all of the undertakings, provisions, covenants, agreements and stipulations contained herein and in the Quitclaim Deed.

9. Banquets and Special Events: Any person or entity desiring to conduct a special event or banquet within Archibald Memorial Beach Park shall obtain the advance approval of the City Manager prior to

City. At all times, the cleanliness of the Concession Area shall meet applicable requirements of the State of Florida pertaining to food service establishments, including the requirements of the Health Department. As required, CONCESSIONAIRE shall obtain pest control and eradication services for the Concession Area.

- (b) Maintenance of Restrooms: CONCESSIONAIRE shall pay additional \$1,300.00, per month for the purposes of maintaining the restroom facilities at Archibald Memorial Park. These additional monies shall be exclusively used for the purposes of maintaining a clean and sanitary restroom on the premises.

12. Utilities: CONCESSIONAIRE shall be responsible for all utility costs applicable to the Concession Area.

13. Beer and Wine: CONCESSIONAIRE shall be solely responsible to apply for and obtain all required beer and wine beverage licenses from the State of Florida, Department of Business Regulation, Division of Alcoholic Beverages and Tobacco, which will authorize CONCESSIONAIRE to sell beer and wine within the Concession Area. The cost of obtaining such licenses shall be at the sole expense of CONCESSIONAIRE. All sales of beer and wine by CONCESSIONAIRE shall be in strict conformity to applicable law. Beer and wine licenses shall be held only in the name of CONCESSIONAIRE.

14. Quality of Service: CONCESSIONAIRE shall stock such quantities of food, beverages, supplies or merchandise as are reasonably required to meet the public demand for the concession services which CONCESSIONAIRE will provide pursuant to this Concession Agreement. CONCESSIONAIRE shall provide a varied food menu consistent with Section 4, above. The food and beverages provided by CONCESSIONAIRE shall be equal in quality to those offered by other public beach concessions within Pinellas County. In the event that the City should determine that the quality or variety of food, beverages, supplies or merchandise is substandard as compared to the public beach concessions within Pinellas County, the City may declare a default pursuant to paragraph 27, hereof. In the event of a dispute concerning the variety, quality of services or prices charged by CONCESSIONAIRE, CITY and CONCESSIONAIRE shall utilize a broad cross-section of public beach concessions within Pinellas County as the comparable to resolve disputes. It is not intended that the business operations of CONCESSIONAIRE, pursuant to this Concession Agreement, be judged by comparison with any one public beach concession operated within Pinellas County.

15. Permits: CONCESSIONAIRE shall be responsible to obtain, at its sole expense, all required permits from any applicable regulatory agency which are necessary to allow CONCESSIONAIRE to operate, maintain, repair or improve the Concession Area.

16. CONCESSIONAIRE'S Records and Documents: With respect to all matters covered by this Concession Agreement, CONCESSIONAIRE'S records and documents shall be subject at all times to

(d) **Liquor Liability Insurance:** CONCESSIONAIRE shall provide and maintain during the term of this Concession Agreement liquor liability insurance in the minimum amount of \$1,000,000 for injury or death to any number of persons in one occurrence.

(e) **Certificate of Insurance:** CONCESSIONAIRE shall furnish to CITY proof of insurance, including, but not limited to, a Certificate of Insurance and the separate endorsement referencing CITY as "additional insured" except for workers compensation and the effectiveness of all required insurance for CONCESSIONAIRE. The Certificates of Insurance shall state that CITY will be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any other modification of any policies required of CONCESSIONAIRE. No work shall commence under this Concession Agreement until CITY'S authorized representative has given written approval of the Insurance Certificates. Additionally, CONCESSIONAIRE has an affirmative obligation throughout the entire term of this Concession Agreement to provide the City Manager evidence of the continuation of all policies required of CONCESSIONAIRE by this Concession Agreement. As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the City Manager.

20. Relationship of Parties: CONCESSIONAIRE, by accepting this Concession Agreement, acknowledges that CONCESSIONAIRE is not engaged in a joint venture or co-partnership with CITY and shall not represent to any person or entity whatsoever that CITY and CONCESSIONAIRE are joint ventures or co-partners. CONCESSIONAIRE acknowledges that it is not a tenant and has not received a lease of real property owned by CITY. CONCESSIONAIRE further acknowledges that the rights granted CONCESSIONAIRE, pursuant to this Concession Agreement, are solely a privilege originating from CITY. Should CONCESSIONAIRE fail to comply with the terms and conditions of this Concession Agreement same is revocable by CITY and the privileges granted hereby shall immediately terminate upon the revocation of this Concession Agreement. Upon the termination of this Concession Agreement, as provided for in paragraph 27, hereafter, CONCESSIONAIRE acknowledges that CITY may avail itself of the self help remedy of taking immediate possession of the Concession Area and all Improvements and equipment located therein.

21. Sales and Consumption of Alcoholic Beverages: In recognition of the fact that Archibald Memorial Beach Park is operated by CITY for the public purpose of providing beach and related recreational facilities for use by the general public, and in consideration of the fact that the concession operation under this Concession Agreement is secondary and subservient to the primary public purpose, CONCESSIONAIRE shall, at the request of the CITY, require that a patron vacate the Concession Area when, in the opinion of the CITY, the conduct of a patron is detrimental to the public beach operations.

22. CONCESSIONAIRE Parking: CITY shall provide CONCESSIONAIRE two (2) parking spaces which would allow employees of CONCESSIONAIRE to park in the Archibald Memorial Beach Park public parking lot without the necessity of placing coins in the parking meter.

23. Storage of Hazardous Substances: CONCESSIONAIRE shall not use or store any hazardous substance except in compliance with applicable laws or regulations. The CITY may restrict the use or storage of hazardous substances upon determining that the same pose an unreasonable threat to the safety of the public beach or the general public.

24. Right of Inspection: The CITY or the NPS, may, at any and all reasonable times inspect the Concession Area to ascertain compliance by CONCESSIONAIRE with the requirements of this Concession Agreement and the Quitclaim Deed. CONCESSIONAIRE shall cooperate to allow the Concession Area to be inspected by the Health Department or other regulatory entity when an inspection is required to determine compliance with applicable laws or regulations. If a condition is found to exist during an inspection which requires that the business of CONCESSIONAIRE be interrupted in order to remedy the same, the CITY may order CONCESSIONAIRE to temporarily suspend business. During the period of time the business is suspended, pending corrective action to comply with this Concession Agreement and/or the Quitclaim Deed, or requirements of any regulatory agency, CONCESSIONAIRE shall have no claim or recourse against CITY or the United States, by and through the NPS, for any loss of business or profits.

25. Taxes: All taxes or assessments, of any nature whatsoever pertaining to the business operations, real or personal property, retail sales, the Concession Area as improved real property, or the granting of this Concession Agreement and the payment hereunder of any amounts or the performance of any obligations hereunder, shall be the sole obligation of CONCESSIONAIRE. Although the CITY and CONCESSIONAIRE stipulate that this Concession Agreement is not a lease, should the State of Florida, Department of Revenue, determine that a sales tax is due and owing by virtue of the existence of this Concession Agreement, then CONCESSIONAIRE shall be solely responsible for the payment of the sales tax, including any delinquent amounts claimed due, penalties and interest thereon.

26. Default: By accepting this Concession Agreement, CONCESSIONAIRE acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth herein and in the Quitclaim Deed, are material inducements to the CITY granting the Concession Agreement. Should CONCESSIONAIRE default in the performance of any of the conditions, covenants and requirements required of the Concession Agreement and/or the Quitclaim Deed, the City Manager shall give written notice of default to CONCESSIONAIRE specifying those acts or things which must occur in order to cure the default. The City Manager shall specify the period of time within which CONCESSIONAIRE may cure the default, said time to be specified in the written notice. In the event the default is failure to pay money, the time granted to cure shall be at least seventy two (72) hours. In the event of any other default, the time granted to cure shall

personal property of CONCESSIONAIRE which may be brought onto the Concession Area or which may be affixed therein, said lien to secure unto CITY all sums due CITY, from time to time, under the provisions of this Concession Agreement. In the event of a default by CONCESSIONAIRE, pursuant to paragraph 28, hereof, or the revocation of this Concession Agreement by CITY pursuant to paragraph 29 or the revocation by CITY or termination by CONCESSIONAIRE pursuant to paragraph 30, CONCESSIONAIRE grants to CITY all right, title and interest in and to the personal property and equipment of CONCESSIONAIRE within the Concession Area, and the CITY may take possession thereof, without the need for judicial intervention by a court of competent jurisdiction, and the CITY may sell the same at public auction, retaining all proceeds from the sale of the personal property and equipment. In the event of a deficiency due CITY after any such sale, CITY may collect the deficiency by any available legal means.

31. Attorney's Fees: Should it be necessary for either party to bring any legal action against the other to enforce any of the provisions of this Concession Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including a reasonable attorney's fee to the attorney representing the prevailing party, and said obligation to pay attorney's fees shall apply to any declaratory action, if necessary, to construe any of the terms hereof, and shall apply to trial court or appellate level proceedings.

32. Assignment and Subletting: CONCESSIONAIRE shall not assign this Concession Agreement or any interest therein, nor let or sublet the Concession Area or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person. Said let or underlet shall be grounds for termination of this Concession Agreement by CITY or possible reversion by the USA.

33. Executory Obligations: The financial obligations of CITY under this Concession Agreement shall be deemed executory until the Board of Commissioners appropriates funds therefore. No liability shall be incurred by CITY beyond the funds made available for the purpose of this Concession Agreement by the Board of Commissioners.

34. Applicable Law: This Concession Agreement shall be governed by the laws of the State of Florida. CONCESSIONAIRE covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules relating to the services to be performed hereunder and in effect at the time of performance. This shall include, but is not limited to the Americans with Disabilities Act and any regulations regarding smoking in public places. CONCESSIONAIRE covenants that it will conduct no activity or provide any service that is unlawful or offensive.

35. Notices: Notices required by or related to this Concession Agreement shall be sent by United States registered or certified mail, postage pre-paid and return receipt requested.

Notices to CITY shall be sent to:

City of Madeira Beach
City Manager and City Clerk

40. **Signage:** CONCESSIONAIRE shall place no sign or advertisement upon any location of the Concession Area unless prior written approval has been granted by the CITY, and the City Manager shall have the right, without first notifying CONCESSIONAIRE, to remove at the expense of CONCESSIONAIRE, any sign or signs that may be erected without prior approval.

41. **Surrender Waste:** CONCESSIONAIRE agrees that upon expiration of this Concession Agreement or earlier termination thereof, it shall surrender the Concession Area to CITY in as good or better condition as it was in at the time of execution of this document, ordinary wear excepted. If CONCESSIONAIRE has paid in full all sums due CITY hereunder has fully complied with the requirements of this paragraph, CONCESSIONAIRE may remove, at its own cost and expense, its personal property and equipment from the Concession Area on or before the final date of the term of this Concession Agreement. CONCESSIONAIRE further agrees that it shall permit no waste nor suffer the same to be committed, nor injure nor misuse the Concession Area. CONCESSIONAIRE shall leave the Concession Area broom clean. Upon the expiration of this Concession Agreement, the CITY shall not be required to demand that CONCESSIONAIRE vacate the Concession Area since CONCESSIONAIRE shall have no rights under this Concession Agreement after it terminates.

42. **Liens:** CONCESSIONAIRE shall keep the Concession Area free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by CONCESSIONAIRE during the term of this Concession Agreement or any extension or renewal thereof.

43. **Waiver:** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of said party's rights hereunder. No waiver by either party at any time, expressed or implied, of any breach of any provision of this Concession Agreement shall be deemed a waiver of breach of any other provision of this Concession Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent and approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed to be a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Concession Agreement, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other.

44. **Termination:** This Concession Agreement shall terminate automatically upon the occurrence of any of the following events:

- a. CITY unilaterally terminates the Concession Agreement upon ninety (90) days' written notice for any cause whatsoever and specifying the date of termination.
- b. CONCESSIONAIRE materially violates any provision of the Concession Agreement.

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

- (1) Keep and maintain public records required by the public agency to perform the service.
- (2) Upon request from the public agency's custodian of public records, the CONCESSIONAIRE shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.
- (3) The CONCESSIONAIRE shall ensure that public records that are exempt or confidential and, therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
- (4) The CONCESSIONAIRE shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONCESSIONAIRE or keep and maintain public records required by the public agency to perform the service. If the CONCESSIONAIRE transfers all public records to the public agency upon completion of the contract, the CONCESSIONAIRE shall destroy any duplicate public records that are exempt or confidential and, therefore, exempt from public records disclosure requirements. If the CONCESSIONAIRE keeps and maintains public records upon completion of the contract, the CONCESSIONAIRE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (5) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the CONCESSIONAIRE of the request. The CONCESSIONAIRE must provide the records to the public agency or allow the records to be inspected, copied or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.
- (6) If CONCESSIONAIRE does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- (7) A CONCESSIONAIRE who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.
- (8) If a civil action is filed against a CONCESSIONAIRE to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the CONCESSIONAIRE the reasonable costs of enforcement, including reasonable attorney fees, if:
 - a. The court determines that the CONCESSIONAIRE unlawfully refused to comply with the public records request within a reasonable time, and;

THIS SNACK SHACK CONCESSION AGREEMENT ISSUED IN DUPLICATE this 23rd day of July, 2019, by the CITY OF MADEIRA BEACH, FLORIDA.

CITY OF MADEIRA BEACH, FLORIDA

By: Maggi Black
Maggi Black, Mayor

ATTEST:

Clara VanBlargen
Clara VanBlargen, City Clerk

APPROVED as to form and accuracy:

By: Ralf Brookes
Ralf Brookes, City Attorney

[ATTACH EXHIBIT 1]

LEGAL DESCRIPTION

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.


[Signature]

NOTARY PUBLIC

STATE OF FLORIDA
CITY OF MADEIRA BEACH

Sworn to and subscribed before me this 23rd day of JULY, 2019 by ALAN KAHANA.
Personally known _____ OR Produced Identification DRIVERS LICENSE
[Type of Identification]


Notary Public Signature My commission expires 02/12/2021

ANDREA GAMBIE
[Print, type or stamp Commissioned name of Notary Public]



(4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

Signature

Title:

Company:

NOTARY PUBLIC

STATE OF FLORIDA

CITY OF MADEIRA BEACH

Sworn to and subscribed before me this 23rd day of JULY, 2019

by ALAN KAHANE

known to me
Identification?

OR Produced Identification

DRIVERS LICENSE

who is personally
[type of

My commission expires 02/12/2021

Notary Public Signature

[Print, type or stamp Commissioned name of Notary Public]



SECOND AMENDMENT TO
SNACK SHACK CONCESSION AGREEMENT

THIS SECOND AMENDMENT TO SNACK SHACK CONCESSION AGREEMENT ("Second Amendment") is hereby entered into by and between the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, hereinafter referred to as "City," and, **UNITED PARK SERVICES, INC.**, a Florida corporation, hereinafter referred to as "Concessionaire."

RECITALS

WHEREAS, the City and Concessionaire entered into that certain Snack Shack Concession Agreement, hereinafter referred to as "Agreement," dated July 23, 2019; and

WHEREAS, the City and Concessionaire entered into that certain First Amendment to Snack Shack Concession Agreement referred to as "1st Amended Agreement," dated Oct 11, 2021; and

WHEREAS, City and Concessionaire wish to address:

1. The extension of the Agreement for an additional two (2) year period beginning August 1, 2024 and ending July 31, 2026.
2. An increase in the amount of the monthly Concession Fee to be paid by the Concessionaire to the City, more specifically defined as: a five percent (5%) rent increase for the year beginning Aug 1, 2024, above the actual rent for the year beginning Aug 1, 2023; and a five percent (5%) rent increase for the year beginning Aug 1, 2025, above the actual rent for the year beginning Aug 1, 2024;

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


1. The Term of the Agreement shall be extended for an additional two (2) year period beginning August 1, 2024 and ending on July 31, 2026, unless terminated sooner pursuant to the terms of the Agreement.
2. In addition to all other financial obligations under the terms of the Agreement the Concessionaire's monthly Concession Fee shall be increased from \$6,556.36.00 per month to:
 - i. \$6,884.18 for August 1, 2024 through July 31, 2025
 - ii. \$7,228.39 for August 1, 2025 through July 31, 2026
3. The Concessionaire shall pay the City for maintenance and cleaning of the public bathrooms \$1,500.00 a month.
4. Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed by City and Concessionaire, and each, by the execution of this Amendment, hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment on the day and year set forth next to their signatures below.

CITY OF MADEIRA BEACH
a Florida municipal corporation

By: 
Robin I. Gomez, City Manager

ATTEST:


Clara VanBlargan, City Clerk

Dated: July 10, 2024

UNITED PARK SERVICES, INC., a Florida corporation,

By



Alan L. Kahana, President

Dated:

Page 3 of 4

Powers, Megan

From: Robin Gomez
Sent: Friday, June 21, 2024 9:54 AM
To: Barrett, John
Cc: Powers, Megan
Subject: Re: [EXTERNAL] FW: PROPOSED SNACK SHACK AGREEMENT

Thank you very much for the reply; appreciate your time and attention.

Robin I. Gomez
Madeira Beach City Manager
727.580.8014

From: Barrett, John <John_Barrett@nps.gov>
Sent: Friday, June 21, 2024 9:43:11 AM
To: Robin Gomez <RGomez@madeirabeachfl.gov>
Cc: Powers, Megan <mpowers@madeirabeachfl.gov>
Subject: Re: [EXTERNAL] FW: PROPOSED SNACK SHACK AGREEMENT

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mr. Gomez,

We have reviewed the proposed Snack Shack concession agreement extension and are pleased to extend our concurrence on the document. Thank you for your cooperation and feel free to contact me anytime with questions or concerns.

Sincerely,

John Barrett

John Barrett
Regional Program Manager
Federal Lands to Parks
National Park Service
100 Alabama St., SW
Atlanta, GA 30303

john_barrett@nps.gov
(678) 372-6573

www.nps.gov/flp



SNACK SHACK CONCESSION AGREEMENT

THIS SNACK SHACK CONCESSION AGREEMENT, given at Madeira Beach, Florida, this 23rd day of July 2019, by the City of Madeira Beach, Florida, a municipal corporation, hereinafter referred to as "CITY," to United Park Services, Inc., a company authorized to do business in the State of Florida, hereinafter referred to as "CONCESSIONAIRE."

WITNESSETH:

WHEREAS, on August 2, 1972 a Quitclaim Deed was recorded in the Official Records of Pinellas County in O.R. Book 3845 commencing at page 927 by which the United States of America deeded to the City of Madeira Beach all of the United States of America's right, title and interest in a parcel of property consisting of approximately 2.5 acres, commonly referred to as Archibald Memorial Beach Park generally located at 15100 Gulf Boulevard (hereinafter "Property"); a copy of said August 2, 1972 Quitclaim Deed (hereinafter "Quitclaim Deed") being attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, the Property had been conveyed by private parties to the United States via two Warranty Deeds recorded on January 7, 1933, in the Pinellas County, Florida Register of Deeds in Deed Book 640, Page 495 and Deed Book 640, Page 496 (hereinafter "Source Deeds"); and

WHEREAS, said Quitclaim Deed evidences that Archibald Memorial Beach Park was transferred to the City of Madeira Beach for and in consideration of the perpetual use of the premises as and for public park and public recreation area purposes by the City of Madeira Beach in perpetuity as set forth in the program of utilization and plan contained in the application submitted by the CITY on June 18, 1971; and

WHEREAS, the Quitclaim Deed further provides that the Property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency that the Secretary of Interior agrees in writing can assure the continued use and maintenance of the Property for public park or public recreational purposes and that nothing in this provision shall preclude the CITY from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties provided prior concurrence to such agreement is obtained in writing from the Secretary of the Interior; and

WHEREAS, CITY issued a Request for Proposals - Snack Shack Concession Services seeking parties desiring to operate a concession in the Snack Shack at Archibald Memorial Beach Park; and

WHEREAS, four (4) entities responded to the RFP; and

WHEREAS, at a duly noticed public meeting of the Board of Commissioners of CITY conducted on November 19, 2013, CONCESSIONAIRE was selected as the most responsible and responsive proposer

and the City Manager was authorized to negotiate on behalf of CITY a Concession Agreement with CONCESSIONAIRE; and

WHEREAS, at a duly noticed public meeting of the Board of Commissioners of CITY conducted on December 10, 2013, this Snack Shack Concession Agreement was approved by the Board of Commissioners of CITY; and

WHEREAS, CITY and CONCESSIONAIRE desire to provide a snack bar and gift shop services on a portion of Archibald Memorial Beach Park for the use and benefit of the general public; and

WHEREAS, CITY hereby finds that the provision of a snack bar and gift shop services on a portion of Archibald Memorial Beach Park will enhance the park visitors' and users' experience; and

WHEREAS, CITY is satisfied that provision of additional services and facilities at Archibald Memorial Beach Park is in the best interest of the City and the general public; and

WHEREAS, CITY and CONCESSIONAIRE desire to enter into this Snack Shack Concession Agreement, hereinafter the Concession Agreement, so as to set forth the terms and conditions upon which CONCESSIONAIRE may operate a snack bar and gift shop concession at the Snack Shack located within Archibald Memorial Beach Park.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and agreements as hereinafter set forth, CITY agrees to allow CONCESSIONAIRE to provide snack bar and gift shop services and facilities hereinafter to be mentioned upon a portion of the Property described in Exhibit A attached hereto and incorporated herein by this reference and located at the Archibald Memorial Beach Park.

1. Definitions: The terms set forth below, as used in this Concession Agreement, shall have the meanings herein stated:

- A. City Manager shall mean the City Manager of the City of Madeira Beach, or his designee.
- B. Concession Area shall mean that log cabin type building commonly referred to as the Snack Shack located on Archibald Memorial Beach Park at 15100 Gulf Boulevard, Madeira Beach, Florida, including the wooden deck adjacent thereto and including the public restrooms located adjacent to the Snack Shack and including the open area between the Snack Shack/Deck and the pedestrian walkway that parallels the dune on the east side of the dune.
- C. NPS shall mean the National Park Service, a bureau of the United States Department of the Interior, as the delegated representative of the Secretary of the Interior.

2. Grant of Concession: CITY hereby grants to CONCESSIONAIRE this Concession Agreement to operate a snack bar and gift shop within the Concession Area pursuant to the terms and conditions set forth herein. CITY does hereby assign to the CONCESSIONAIRE the use of the Concession Area which is a portion of Archibald Memorial Beach Park as described in Exhibit A. CONCESSIONAIRE hereby

acknowledges that CITY cannot and has not surrendered absolute control and possession of the Concession Area, nor any right, title or other interest in the Concession Area or Property expressly granted herein. Rather, CONCESSIONAIRE hereby acknowledges that CITY has granted CONCESSIONAIRE a terminable at will agreement for use of the Concession Area within Archibald Memorial Beach Park consistent with the terms and conditions in this Agreement.

3. Term: A condition precedent to the effective date of this Concession Agreement shall be the written concurrence of same as required by the Quitclaim Deed from the NPS to the CITY attached as Exhibit A. This Concession Agreement shall become effective on the first day of the calendar month immediately following receipt from the NPS of written concurrence of the Concession Agreement. Said first day of the calendar month shall be the Effective Date of this Concession Agreement. The initial term of this Concession Agreement shall be for a two (2) year period. This Concession Agreement may be extended for up to two (2) additional (2) year periods subject to the mutual consent of both parties upon conditions to be mutually agreed upon at that time. In the event CONCESSIONAIRE desires to extend the term, CONCESSIONAIRE shall provide written notice thereof to the City Manager at least ninety (90) days prior to the expiration of the current term of this Concession Agreement. Any agreement reached by CITY and CONCESSIONAIRE for renewal of this Concession Agreement shall be subject to the written concurrence of the NPS.

4. Use of Concession Area: CONCESSIONAIRE shall use, occupy and maintain the Concession Area in a business like, careful, clean and non-hazardous manner for the sole purpose of providing a snack bar, light beach going foods and gift shop concession in strict accordance with all terms and provisions imposed in the Quitclaim Deed set forth in Exhibit A. Written approval by CITY and written concurrence by the NPS shall be required for other proposed use of the Property in conjunction with or in addition to those specified herein. The general public will be allowed to use Archibald Memorial Beach Parks including the Concession Area, for park and recreational use at all times (excepting official closures by the City), including those times when the concession service is, or is not, in operation. CONCESSIONAIRE is specifically authorized to use the Concession Area for the purpose of offering goods and food service amenities supplementary to the public beach use of Archibald Memorial Beach Park. A general description of the food and beverage items which CONCESSIONAIRE may make available to the public from the Concession Area is as follows:

- Ice Cream
- Hawaiian Shaved Ice
- Smoothies
- Soda Fountain Beverages
- Juices

- Fresh Seasonal Fruit and Fruit Cups
- Bottled Water
- Bagged Ice
- Coffee and Espresso
- Candy
- Salads
- Fries
- Wings
- Wraps
- Seafood
- Pie
- Cheesecake
- Tacos
- Burgers
- Breakfast items
- Hot Dogs
- Sandwiches
- Pizzas
- Snacks
- Beer and Wine
- Light beach going foods

Additionally, goods of the following nature may also be made available by CONCESSIONAIRE to the public from the Concession Area:

- Kites
- Tee Shirts
- Swim Suits
- Hats
- Jackets
- Flip Flops
- Beach Tows
- Umbrellas
- Beach Chairs

- Floats
- Masks
- Snorkels and Fins
- Sunscreen
- Sun Glasses
- Disposable Cameras and Rim including One Hour Digital Photo Printing
- Souvenirs including Hand Crafted Local Art
- Postcards
- Any additional items of similar nature approved by the City Manager

CONCESSIONAIRE covenants that the fees charged by CONCESSIONAIRE for the above goods and services must be reasonable so as not to deny participation by the general public and must be approved by the City Manager. CONCESSIONAIRE covenants that beverages shall not be sold in glass containers.

To ensure immediate response to issues of public health, safety and welfare, the concessionaire may in its sole discretion:

- (a) report violations of state law and request assistance of law enforcement, including the County Sheriff's deputies, to enforce Florida laws and City Codes on, and within, the premises; and
- (b) trespass and eject from the premises any customer or patron who violates Florida law, (including assault, battery or other misdemeanors or crimes) or violates City Code.

5. Concession Fee: A Concession Fee in the amount of Six Thousand and No/100 Dollars (\$6,000.00) per month plus any applicable sales tax shall be due from CONCESSIONAIRE to CITY, in consideration of the use privilege granted in this Concession Agreement, on the first day of the first month after the Effective Date of this Concession Agreement through the first day of the sixtieth (60th) calendar month after the Effective Date of this Concession Agreement. In the event this Concession Agreement is extended, the Concession Fees due and payable during the extension period will be set forth in a written contract and/or extension of this Concession Agreement, rent is to be remitted to the City the 1st of every month.

~~In the event that Archibald Memorial Beach Park (Park") is completely closed for more than seven (7) consecutive days as a result of red tide, a named hurricane, an oil spill, or the closing of the 150th Street bridge as a result of an act of God, then the concession fee shall be reduced in proportion to the number of days the Park was closed.~~ Business Insurance. The CONCESSIONAIRE is not required, but is encouraged, to seek Business Loss Insurance. Business insurance if obtained by the CONCESSIONAIRE, may be available as insurance coverage for business costs and lost profits due to the inability to conduct business due to acts of god, red tide, oils spills or hurricanes, and if available may cover rent and other charges from the City, in which case, such business insurance amounts for rent shall be promptly remitted to the City.

6. Equipment: CONCESSIONAIRE shall be responsible to provide any and all necessary equipment and improvements to make the Concession Area functional for provision of the services described in Section 4 above. CONCESSIONAIRE covenants to provide the following equipment and improvements within the Concession Area:

- Plumbing
- Hood with Fire Suppression System
- Professional Commercial Grade Tile Flooring
- Countertops and Shelving
- Painting of the Exterior as Needed
- New Windows to the Gulf Boulevard side of the Snack Shack
- Signage
- Additional Exterior Stairs to the Snack Shack
- HVAC System
- Interior Decor of the Snack Shack with Historical Madeira Beach Artifacts and
- Photographs
- Indoor and Outdoor Seating
- Picnic Tables and Umbrellas
- Refrigeration and Freezers
- Triple Sink
- Hand Sinks
- Ice Machines
- Hot Dog Roller
- Pizza Ovens
- Sandwich Preparation Table
- Cash Registers
- Credit Card Machines
- Coffee and Espresso Machines
- Candy Dispensers
- Ice Cream Freezers
- Hawaiian Shave Ice Machine
- Smoothie Machine
- Milk Shake Blenders
- Soda Fountain

- Retail Shelving
- Beer and Wine Coolers
- Walk-in Cooler/Freezer
- Grills and Fryers
- Stove
- Dishwasher
- Steam Table
- Fans and Heaters
- Portable Stage
- Electric
- Bird Lines
- Deck Lights

CONCESSIONAIRE shall obtain the prior written approval of the City Manager in advance of installing any equipment and improvements not specifically identified above and said approval shall not be unreasonably withheld. CONCESSIONAIRE shall be responsible to keep all of the equipment and improvements within the Concession Area in good appearance and working order throughout the entire term of this Concession Agreement.

7. Hours of Operation: CONCESSIONAIRE shall operate the concession within the Concession Area seven days per week from 8:00 a.m. until approximately one hour after sunset. Any deviation from the operational hours and days set forth in this paragraph shall take place only with the prior written approval of the City Manager, which approval shall not be unreasonably withheld.

8. Nature of Concession Agreement: CONCESSIONAIRE shall use the Concession Area for no purposes other than the operation of the concession as described in Section 4, above. CONCESSIONAIRE shall be solely responsible for all of its operations and activities pursuant to this Concession Agreement, including services with reference to the restrooms. CONCESSIONAIRE shall not permit any intoxicated person or any person acting in a disorderly manner to remain upon the Concession Area. It is expressly understood and agreed that no real or personal property is being leased to CONCESSIONAIRE by the CITY under this Concession Agreement. This is a Concession Agreement and not a lease. The CONCESSIONAIRE'S right to occupy the Concession Area and to operate within same shall continue only so long as CONCESSIONAIRE shall comply strictly and promptly with each and all of the undertakings, provisions, covenants, agreements and stipulations contained herein and in the Quitclaim Deed.

9. Banquets and Special Events: Any person or entity desiring to conduct a special event or banquet within Archibald Memorial Beach Park shall obtain the advance approval of the City Manager prior to

scheduling any particular banquet or special event. Scheduling of such special events shall not interfere with, or prohibit, use of Archibald Memorial Beach Park by the general public and beach patrons. If the CITY issues such special event permit, the person or entity to whom said permit was issued may make independent arrangements with CONCESSIONAIRE for use of the Concession Area. However, such use shall not interfere with, or prohibit, use of the Concession Area by the general public and beach patrons.

10. Staffing: CONCESSIONAIRE shall employ a sufficient number of personnel so that the concession operations are adequately staffed to meet the demand for services resulting from the number of customers who patronize the business of CONCESSIONAIRE, as well as those who will attend banquets or other specially scheduled events. Although CONCESSIONAIRE shall establish the number of personnel required to meet its business needs, the City Manager shall have the right to require additional personnel if reasonably required in order for the business of CONCESSIONAIRE to operate consistent with the business operations of other public beach concessions within Pinellas County. CITY reserves the right to approve the employment of any manager by CONCESSIONAIRE. At any time that CONCESSIONAIRE or said manager, is not to be present at the Concession Area, CONCESSIONAIRE covenants to keep the City Manager informed in writing as to which representative of CONCESSIONAIRE will be present at the Concession Area and in charge of CONCESSIONAIRE'S operations at that time. All employees of CONCESSIONAIRE shall be well groomed and appropriately dressed in accordance with standards applicable to other public beach concessions within Pinellas County. The City Manager may determine that CONCESSIONAIRE'S employees should wear uniforms. If so, CONCESSIONAIRE shall require that its employees obtain and wear uniforms at no cost or expense to CITY. In the event that CONCESSIONAIRE shall employ any person who by his or her acts engages in a course of conduct detrimental to the best interests of the public use of the adjacent beach or tending to reflect negatively on the rendering of concession services to the general public as part of the operation a public beach owned and operated by a governmental entity, CONCESSIONAIRE shall terminate that employee upon the written request of the City Manager. As a condition to the hiring of any employee who will work at the Concession Area, CONCESSIONAIRE shall require that the employee accept such employment with knowledge of the rights of CITY as set forth in this paragraph.

11. Maintenance Responsibilities: Maintenance responsibilities shall be allocated as follows:

- (a) Maintenance of Concession Area: CONCESSIONAIRE, at its sole expense, shall maintain the Concession Area in good repair. In addition, CONCESSIONAIRE shall, at its sole expense, maintain, repair or replace all equipment and improvements located within the Concession Area so as to keep the same in a serviceable condition. CONCESSIONAIRE shall maintain the Concession Area in a clean and sanitary condition, to the satisfaction of the City Manager. CONCESSIONAIRE shall cleanse, disinfect, fumigate and deodorize these areas as directed by the

City. At all times, the cleanliness of the Concession Area shall meet applicable requirements of the State of Florida pertaining to food service establishments, including the requirements of the Health Department. As required, CONCESSIONAIRE shall obtain pest control and eradication services for the Concession Area.

- (b) Maintenance of Restrooms: CONCESSIONAIRE shall pay additional \$1,300.00, per month for the purposes of maintaining the restroom facilities at Archibald Memorial Park. These additional monies shall be exclusively used for the purposes of maintaining a clean and sanitary restroom on the premises.

12. Utilities: CONCESSIONAIRE shall be responsible for all utility costs applicable to the Concession Area.

13. Beer and Wine: CONCESSIONAIRE shall be solely responsible to apply for and obtain all required beer and wine beverage licenses from the State of Florida, Department of Business Regulation, Division of Alcoholic Beverages and Tobacco, which will authorize CONCESSIONAIRE to sell beer and wine within the Concession Area. The cost of obtaining such licenses shall be at the sole expense of CONCESSIONAIRE. All sales of beer and wine by CONCESSIONAIRE shall be in strict conformity to applicable law. Beer and wine licenses shall be held only in the name of CONCESSIONAIRE.

14. Quality of Service: CONCESSIONAIRE shall stock such quantities of food, beverages, supplies or merchandise as are reasonably required to meet the public demand for the concession services which CONCESSIONAIRE will provide pursuant to this Concession Agreement. CONCESSIONAIRE shall provide a varied food menu consistent with Section 4, above. The food and beverages provided by CONCESSIONAIRE shall be equal in quality to those offered by other public beach concessions within Pinellas County. In the event that the City should determine that the quality or variety of food, beverages, supplies or merchandise is substandard as compared to the public beach concessions within Pinellas County, the City may declare a default pursuant to paragraph 27, hereof. In the event of a dispute concerning the variety, quality of services or prices charged by CONCESSIONAIRE, CITY and CONCESSIONAIRE shall utilize a broad cross-section of public beach concessions within Pinellas County as the comparable to resolve disputes. It is not intended that the business operations of CONCESSIONAIRE, pursuant to this Concession Agreement, be judged by comparison with any one public beach concession operated within Pinellas County.

15. Permits: CONCESSIONAIRE shall be responsible to obtain, at its sole expense, all required permits from any applicable regulatory agency which are necessary to allow CONCESSIONAIRE to operate, maintain, repair or improve the Concession Area.

16. CONCESSIONAIRE'S Records and Documents: With respect to all matters covered by this Concession Agreement, CONCESSIONAIRE'S records and documents shall be subject at all times to

inspection review or audit by CITY. CONCESSIONAIRE will supply CITY any documentation that may be needed by CITY to file required compliance reports to the NPS.

17. Non-Discrimination: CITY and CONCESSIONAIRE agree to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the Property, including, but not limited to:

- a) All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);
- b) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
- d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;
- e) The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151), which requires facilities located on the property to be accessible to the physically handicapped; and
- f) The Americans with Disabilities Act of 1990 (42 U.S.C. § 12181), which requires that no otherwise qualified disabled individual shall, solely by reason of his or her disability, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

18. Indemnification: CITY shall not be liable for any claim, lien, claim of lien, demand or loss of any nature whatsoever including, but not limited to reasonable attorney's fees, or any injury, death or damage to persons or property which may occur, result, or be suffered or sustained by reason of this Concession Agreement and the operations of the business of CONCESSIONAIRE hereunder, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONCESSIONAIRE or any person employed or utilized by CONCESSIONAIRE in the performance of this Concession Agreement, to include, without limiting the generality of the foregoing, liability to any person who may be using, occupying or visiting the Concession Area. CONCESSIONAIRE does hereby indemnify and hold harmless the CITY against all such claims, liens, claims of lien, demands, losses, liability or damage of any nature whatsoever arising out of or resulting from the subject matter of this Concession Agreement. This indemnification shall include independent torts of the CITY, its officers, agents and employees as well as vicarious liability. CITY and CONCESSIONAIRE acknowledge that the first Ten Dollars (\$10.00) of compensation received by CONCESSIONAIRE as a result of this Concession Agreement shall be deemed specific consideration for this indemnification.

(d) **Liquor Liability Insurance:** CONCESSIONAIRE shall provide and maintain during the term of this Concession Agreement liquor liability insurance in the minimum amount of \$1,000,000 for injury or death to any number of persons in one occurrence.

(e) **Certificate of Insurance:** CONCESSIONAIRE shall furnish to CITY proof of insurance, including, but not limited to, a Certificate of Insurance and the separate endorsement referencing CITY as "additional insured" except for workers compensation and the effectiveness of all required insurance for CONCESSIONAIRE. The Certificates of Insurance shall state that CITY will be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any other modification of any policies required of CONCESSIONAIRE. No work shall commence under this Concession Agreement until CITY'S authorized representative has given written approval of the Insurance Certificates. Additionally, CONCESSIONAIRE has an affirmative obligation throughout the entire term of this Concession Agreement to provide the City Manager evidence of the continuation of all policies required of CONCESSIONAIRE by this Concession Agreement. As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the City Manager.

20. Relationship of Parties: CONCESSIONAIRE, by accepting this Concession Agreement, acknowledges that CONCESSIONAIRE is not engaged in a joint venture or co-partnership with CITY and shall not represent to any person or entity whatsoever that CITY and CONCESSIONAIRE are joint ventures or co-partners. CONCESSIONAIRE acknowledges that it is not a tenant and has not received a lease of real property owned by CITY. CONCESSIONAIRE further acknowledges that the rights granted CONCESSIONAIRE, pursuant to this Concession Agreement, are solely a privilege originating from CITY. Should CONCESSIONAIRE fail to comply with the terms and conditions of this Concession Agreement same is revocable by CITY and the privileges granted hereby shall immediately terminate upon the revocation of this Concession Agreement. Upon the termination of this Concession Agreement, as provided for in paragraph 27, hereafter, CONCESSIONAIRE acknowledges that CITY may avail itself of the self help remedy of taking immediate possession of the Concession Area and all Improvements and equipment located therein.

21. Sales and Consumption of Alcoholic Beverages: In recognition of the fact that Archibald Memorial Beach Park is operated by CITY for the public purpose of providing beach and related recreational facilities for use by the general public, and in consideration of the fact that the concession operation under this Concession Agreement is secondary and subservient to the primary public purpose, CONCESSIONAIRE shall, at the request of the CITY, require that a patron vacate the Concession Area when, in the opinion of the CITY, the conduct of a patron is detrimental to the public beach operations.

19. Insurance: CONCESSIONAIRE, prior to signing this Concession Agreement and before starting any work within the Concession Area shall procure and maintain during the term of this Concession Agreement, including any extensions or renewals thereof, the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to CITY and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial A.M. Best & Company rating of no less than A: Excellent. CITY, its elected and appointed officials, officers, employees and agents shall be named as an additional insured on all such policies. A Certificate of Insurance shall be furnished by CONCESSIONAIRE to the City Clerk and City Manager of CITY prior to the date upon which CONCESSIONAIRE commences any work pursuant to this Concession Agreement. Said Certificates shall provide that all insurance coverage shall not be canceled or reduced by the insurance carrier without CITY having been given at least thirty (30) days' prior written notice thereof. It is requested that all policies have occurrence form policies. Should Claims Made Policies be submitted, CONCESSIONAIRE will be required to have the policy dates run concurrently through the life of this Concession Agreement and will be required to maintain tail coverage at CONCESSIONAIRE'S expense for a term acceptable to the City Manager.

CONCESSIONAIRE shall submit all Certificates of Insurance and Bonds as follows:

(a) Workers Compensation: CONCESSIONAIRE shall provide and maintain during the term of this Concession Agreement workers' compensation and employers liability insurance. The workers' compensation coverage shall be in accordance with the laws of the State of Florida. Employer's liability insurance shall provide limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 employee per disease.

(b) Commercial General Liability: CONCESSIONAIRE shall provide and maintain during the term of this Concession Agreement, commercial general liability insurance coverage including, but not limited to, bodily injury, property damage and personal injury with limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 per location aggregate plus property damage insurance in the minimum amount of \$500,000 covering all work performed pursuant to this Concession Agreement.

(c) Automobile Liability: CONCESSIONAIRE shall provide and maintain during the term of this Concession Agreement automobile liability insurance including bodily injury, property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than \$1,000,000 combined single unit per occurrence and \$2,000,000 aggregate covering all work performed pursuant to this Concession Agreement. Limits may be satisfied by combining an umbrella form and the automobile liability form for a combined total limit of \$2,000,000.

22. CONCESSIONAIRE Parking: CITY shall provide CONCESSIONAIRE two (2) parking spaces which would allow employees of CONCESSIONAIRE to park in the Archibald Memorial Beach Park public parking lot without the necessity of placing coins in the parking meter.

23. Storage of Hazardous Substances: CONCESSIONAIRE shall not use or store any hazardous substance except in compliance with applicable laws or regulations. The CITY may restrict the use or storage of hazardous substances upon determining that the same pose an unreasonable threat to the safety of the public beach or the general public.

24. Right of Inspection: The CITY or the NPS, may, at any and all reasonable times inspect the Concession Area to ascertain compliance by CONCESSIONAIRE with the requirements of this Concession Agreement and the Quitclaim Deed. CONCESSIONAIRE shall cooperate to allow the Concession Area to be inspected by the Health Department or other regulatory entity when an inspection is required to determine compliance with applicable laws or regulations. If a condition is found to exist during an inspection which requires that the business of CONCESSIONAIRE be interrupted in order to remedy the same, the CITY may order CONCESSIONAIRE to temporarily suspend business. During the period of time the business is suspended, pending corrective action to comply with this Concession Agreement and/or the Quitclaim Deed, or requirements of any regulatory agency, CONCESSIONAIRE shall have no claim or recourse against CITY or the United States, by and through the NPS, for any loss of business or profits.

25. Taxes: All taxes or assessments, of any nature whatsoever pertaining to the business operations, real or personal property, retail sales, the Concession Area as improved real property, or the granting of this Concession Agreement and the payment hereunder of any amounts or the performance of any obligations hereunder, shall be the sole obligation of CONCESSIONAIRE. Although the CITY and CONCESSIONAIRE stipulate that this Concession Agreement is not a lease, should the State of Florida, Department of Revenue, determine that a sales tax is due and owing by virtue of the existence of this Concession Agreement, then CONCESSIONAIRE shall be solely responsible for the payment of the sales tax, including any delinquent amounts claimed due, penalties and interest thereon.

26. Default: By accepting this Concession Agreement, CONCESSIONAIRE acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth herein and in the Quitclaim Deed, are material inducements to the CITY granting the Concession Agreement. Should CONCESSIONAIRE default in the performance of any of the conditions, covenants and requirements required of the Concession Agreement and/or the Quitclaim Deed, the City Manager shall give written notice of default to CONCESSIONAIRE specifying those acts or things which must occur in order to cure the default. The City Manager shall specify the period of time within which CONCESSIONAIRE may cure the default, said time to be specified in the written notice. In the event the default is failure to pay money, the time granted to cure shall be at least seventy two (72) hours. In the event of any other default, the time granted to cure shall

be at least thirty (30) days. Should the default continue, after expiration of time granted to cure the same, the CITY will terminate and/or withdraw this Concession Agreement. CONCESSIONAIRE shall be given written notice specifying the date and time of termination or revocation. CONCESSIONAIRE acknowledges that some defaults may not be curable. In such case, the provisions of paragraph 28, hereof, shall apply.

27. Revocation by CITY: In the event of a continuing default after expiration of the time given to cure, or in the event of a default which is not curable, resulting in a breach of the Concession Agreement and subsequent notice of termination or revocation of this Concession Agreement, CITY may immediately take possession of the Concession Area, and all improvements and personal property located therein, without advance notice to CONCESSIONAIRE and without the need for CITY to make application to any court of competent jurisdiction for judicial approval. By accepting this Concession Agreement, CONCESSIONAIRE expressly consents to the self-help summary procedural remedy of CITY immediately retaking possession of the Concession Area.

28. Termination by CONCESSIONAIRE: Should CITY fail to perform any of the covenants or requirements, on its part to be kept hereunder, CONCESSIONAIRE shall give written notice thereof to CITY, specifying those acts or things which must occur in order to cure the default. The default notice shall specify a reasonable period of time within which to cure the default. Should the default remain, after expiration of the time granted to cure the same, CONCESSIONAIRE may immediately terminate this Concession Agreement by giving CITY written notice of termination.

29. Termination without Default: This Concession Agreement may be revoked by CITY or may be terminated by CONCESSIONAIRE, with or without cause and for any reason whatsoever, upon the giving of ninety (90) days' written notice. In the event CITY gives such notice, CONCESSIONAIRE shall be reimbursed for CONCESSIONAIRE'S equipment and improvements made within the Concession Area with the written approval of the CITY so long as said equipment or improvements are left within the Concession Area in a satisfactory condition, as determined by the CITY, in the event reimbursement is due to CONCESSIONAIRE, said reimbursement will be based upon a five (5) year straight line depreciation schedule from the date of installation through the date of termination of this Concession Agreement. Consequently, a list of the equipment and improvements with documentation establishing the cost and date of installation must be provided to the CITY by September 30 of each year during the term of this Concession Agreement. If CONCESSIONAIRE failed to provide written documentation establishing the cost and the date of installation of any equipment or improvements, CONCESSIONAIRE will have waived its ability to obtain compensation from CITY for said equipment or improvements.

30. Lien on Equipment and Personal Property: By the acceptance of this Concession Agreement, CONCESSIONAIRE acknowledges that CITY shall have a continuing lien upon all equipment and

personal property of CONCESSIONAIRE which may be brought onto the Concession Area or which may be affixed therein, said lien to secure unto CITY all sums due CITY, from time to time, under the provisions of this Concession Agreement. In the event of a default by CONCESSIONAIRE, pursuant to paragraph 28, hereof, or the revocation of this Concession Agreement by CITY pursuant to paragraph 29 or the revocation by CITY or termination by CONCESSIONAIRE pursuant to paragraph 30, CONCESSIONAIRE grants to CITY all right, title and interest in and to the personal property and equipment of CONCESSIONAIRE within the Concession Area, and the CITY may take possession thereof, without the need for judicial intervention by a court of competent jurisdiction, and the CITY may sell the same at public auction, retaining all proceeds from the sale of the personal property and equipment. In the event of a deficiency due CITY after any such sale, CITY may collect the deficiency by any available legal means.

31. Attorney's Fees: Should it be necessary for either party to bring any legal action against the other to enforce any of the provisions of this Concession Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including a reasonable attorney's fee to the attorney representing the prevailing party, and said obligation to pay attorney's fees shall apply to any declaratory action, if necessary, to construe any of the terms hereof, and shall apply to trial court or appellate level proceedings.

32. Assignment and Subletting: CONCESSIONAIRE shall not assign this Concession Agreement or any interest therein, nor let or sublet the Concession Area or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person. Said let or underlet shall be grounds for termination of this Concession Agreement by CITY or possible reversion by the USA.

33. Executory Obligations: The financial obligations of CITY under this Concession Agreement shall be deemed executory until the Board of Commissioners appropriates funds therefore. No liability shall be incurred by CITY beyond the funds made available for the purpose of this Concession Agreement by the Board of Commissioners.

34. Applicable Law: This Concession Agreement shall be governed by the laws of the State of Florida. CONCESSIONAIRE covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules relating to the services to be performed hereunder and in effect at the time of performance. This shall include, but is not limited to the Americans with Disabilities Act and any regulations regarding smoking in public places. CONCESSIONAIRE covenants that it will conduct no activity or provide any service that is unlawful or offensive.

35. Notices: Notices required by or related to this Concession Agreement shall be sent by United States registered or certified mail, postage pre-paid and return receipt requested.

Notices to CITY shall be sent to:

City of Madeira Beach
City Manager and City Clerk

City Hall
300 Municipal Drive
Madeira Beach, Florida 33708

Notices to CONCESSIONAIRE shall be sent to:

United Park Services, Inc.
Attn: Alan Kahana
1320 9th Avenue, Suite 210
Tampa, Florida 33605

As an alternative to notice by mail, notices may also be delivered to CONCESSIONAIRE at its place of business at the Concession Area by leaving the same with any employee of CONCESSIONAIRE working in the Concession Area, or by posting same in a conspicuous area. CONCESSIONAIRE may deliver notices to CITY by leaving same with the City Manager or any employee who works in the office of the City Manager.

36. Amendment to Concession Agreement: This Concession Agreement contains all the terms and conditions between the parties, and no alteration, amendment, or addition shall be valid unless in writing and signed by both parties with written concurrence by the Secretary of the Interior or his/her delegated representative, NPS.

37. Outdoor Cooking and Food Preparation: CONCESSIONAIRE shall obtain the prior written approval of the CITY prior to using any open flame cooking device within the Concession Area and any temporary food and beverage service areas provided by CONCESSIONAIRE shall abide by all relevant local, state and federal requirements for said service areas.

38. Quitclaim Deed: The Concession Area is located within Archibald Memorial Beach Park. CONCESSIONAIRE acknowledges that CITY obtained title to Archibald Memorial Beach Park from the United States of America pursuant to a Quitclaim Deed recorded in the Official Records of Pinellas County on August 2, 1972 in O.R. Book 3845 commencing at Page 927. CONCESSIONAIRE covenants that CONCESSIONAIRE'S operation of the concession within the Concession Area shall fully comply with said Quitclaim Deed. Furthermore, as required by paragraph 7 within said Quitclaim Deed, CONCESSIONAIRE covenants that its operation of the concession within the Concession Area will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior (43 CFR Part 17) issued under the provisions of Title Vi of the Civil Rights Act of 1964.

39. Laws and Regulations: CONCESSIONAIRE is aware of and agrees that it will use the Concession Area so as to conform with deeded environmental and usage controls and not violate any laws, regulations and /or requirements of the United States of America and/or the State of Florida and/or any ordinance, rule or regulation of CITY now or hereafter made, relating to the use of the premises.

40. Signage: CONCESSIONAIRE shall place no sign or advertisement upon any location of the Concession Area unless prior written approval has been granted by the CITY, and the City Manager shall have the right, without first notifying CONCESSIONAIRE, to remove at the expense of CONCESSIONAIRE, any sign or signs that may be erected without prior approval.

41. Surrender Waste: CONCESSIONAIRE agrees that upon expiration of this Concession Agreement or earlier termination thereof, it shall surrender the Concession Area to CITY in as good or better condition as it was in at the time of execution of this document, ordinary wear excepted. If CONCESSIONAIRE has paid in full all sums due CITY hereunder has fully complied with the requirements of this paragraph, CONCESSIONAIRE may remove, at its own cost and expense, its personal property and equipment from the Concession Area on or before the final date of the term of this Concession Agreement. CONCESSIONAIRE further agrees that it shall permit no waste nor suffer the same to be committed, nor injure nor misuse the Concession Area. CONCESSIONAIRE shall leave the Concession Area broom clean. Upon the expiration of this Concession Agreement, the CITY shall not be required to demand that CONCESSIONAIRE vacate the Concession Area since CONCESSIONAIRE shall have no rights under this Concession Agreement after it terminates.

42. Liens: CONCESSIONAIRE shall keep the Concession Area free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by CONCESSIONAIRE during the term of this Concession Agreement or any extension or renewal thereof.

43. Waiver: Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of said party's rights hereunder. No waiver by either party at any time, expressed or implied, of any breach of any provision of this Concession Agreement shall be deemed a waiver of breach of any other provision of this Concession Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent and approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed to be a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Concession Agreement, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other.

44. Termination: This Concession Agreement shall terminate automatically upon the occurrence of any of the following events:

- a. CITY unilaterally terminates the Concession Agreement upon ninety (90) days' written notice for any cause whatsoever and specifying the date of termination.
- b. CONCESSIONAIRE materially violates any provision of the Concession Agreement.

c. The expiration of the term of this Concession Agreement or any renewal thereof.

45. **Acknowledgment:** This Agreement and the obligations of the parties hereto are subject to the terms and conditions set forth in the Quitclaim Deed from the United States of America to the City of Madeira Beach, dated July 12, 1972, and recorded August 2, 1972, in Official Records Book 3845 commencing at page 927 of the Public Records of Pinellas County, Florida, and the Program of Utilization, as amended, which governs the use of the Property. The CITY covenants that it has made an independent interpretation of the Quitclaim Deed, and the CITY has determined that operating the concession authorized in this Concession Agreement does not and will not violate the restrictions, covenants or other terms and conditions in the Quitclaim Deed relating to the use of the Property. Violations of the said terms and conditions may be grounds for reversion of the Property to the United States of America, at its discretion and termination of this Concession Agreement. CONCESSIONAIRE owned personal and real property improvements associated with the Property, may be subject to seizure, without compensation, by the USA.

46. **United States of America is Not a Party:** It is expressly understood by the CITY and the CONCESSIONAIRE that the United States, and its departments, agencies, and bureaus, including specifically the NPS, is not a party to this Concession Agreement. It is further understood that nothing in this Concession Agreement waives the sovereign immunity of the United States, and its departments, agencies, and bureaus, including specifically the NPS, as to any and all matters, except as such sovereign immunity has been specifically waived under applicable laws of the United States.

47. **Appropriations of the United States of America:** The parties hereto acknowledge, agree and understand that nothing in this Concession Agreement shall be construed as binding, requiring or authorizing the United States, and its departments, agencies, and bureaus, including specifically the NPS, to expend any sums for, or in connection with any of the provisions or purposes in this Concession Agreement, or to involve the United States, and its departments, agencies, and bureaus, including specifically the NPS, in any contract or other obligation for the expenditure of money in excess of any appropriations or in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341.

48. **Florida Public Entity Crimes Act:** Prior to, and during the term of any contract with the City, the City requires that CONCESSIONAIRE shall comply with The Florida Public Entity Crimes Act, §287.133, Fla. Stat. All Proposals and contracts shall include a complete and sworn statement pursuant to §287.133(3)(a), Fla. Stat., which is attached hereto as Exhibit A.

49. **Drug Free Workplace Certification.** CONCESSIONAIRE shall include a signed and completed Drug Free Workplace Certification, which is attached hereto as Exhibit B.

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

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

- (1) Keep and maintain public records required by the public agency to perform the service.
- (2) Upon request from the public agency's custodian of public records, the CONCESSIONAIRE shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.
- (3) The CONCESSIONAIRE shall ensure that public records that are exempt or confidential and, therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
- (4) The CONCESSIONAIRE shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONCESSIONAIRE or keep and maintain public records required by the public agency to perform the service. If the CONCESSIONAIRE transfers all public records to the public agency upon completion of the contract, the CONCESSIONAIRE shall destroy any duplicate public records that are exempt or confidential and, therefore, exempt from public records disclosure requirements. If the CONCESSIONAIRE keeps and maintains public records upon completion of the contract, the CONCESSIONAIRE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (5) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the CONCESSIONAIRE of the request. The CONCESSIONAIRE must provide the records to the public agency or allow the records to be inspected, copied or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.
- (6) If CONCESSIONAIRE does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- (7) A CONCESSIONAIRE who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.
- (8) If a civil action is filed against a CONCESSIONAIRE to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the CONCESSIONAIRE the reasonable costs of enforcement, including reasonable attorney fees, if:
 - a. The court determines that the CONCESSIONAIRE unlawfully refused to comply with the public records request within a reasonable time, and;

- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the CONCESSIONAIRE has not complied with the request, to the public agency and to the CONCESSIONAIRE.
 - c. The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the CONCESSIONAIRE at the CONCESSIONAIRE's address listed in this contract with the public agency or to the CONCESSIONAIRE's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (9) A CONCESSIONAIRE who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.
- (10) If the CONCESSIONAIRE Has Questions Regarding the Application Of Chapter 119, Florida Statutes, To The CONCESSIONAIRE's Duty To Provide Public Records Relating To This Contract, Contact the City of Madeira Beach Custodian Of Public Records at:

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

Andrea Gamble, Deputy Clerk
 300 Municipal Drive
 Madeira Beach, FL 33708
 727-391-9951, Ext. 223
agamble@madeirabeachfl.gov

52. Law Enforcement and Trespass Authorization.

The CONCESSIONAIRE is hereby expressly given the authority in its discretion: to report violations of state law and request assistance of law enforcement, including the County Sheriff's deputies, to enforce Florida laws and City Codes on, and within, the premises; and to trespass and eject from the premises any customer or patron who violates Florida law, including assault, battery or commits other misdemeanors or crimes, or City Codes.

THIS SNACK SHACK CONCESSION AGREEMENT ISSUED IN DUPLICATE this 23rd day of July, 2019, by the CITY OF MADEIRA BEACH, FLORIDA.

CITY OF MADEIRA BEACH, FLORIDA

By: Maggi Black
Maggi Black, Mayor

ATTEST:

Clara VanBlargan
Clara VanBlargan, City Clerk

APPROVED as to form and accuracy:

By: Ralf Brookes
Ralf Brookes, City Attorney

THIS SNACK SHACK CONCESSION AGREEMENT ACCEPTED this 23rd day of July, 2019, and by executing this acceptance, CONCESSIONAIRE agrees to all of Alan Kahana, as President of

UNITED PARK SERVICES, INC.

By: 

President

Witnesses as to execution on behalf
of ALAN KAHANA, as president of
UNITED PARK SERVICES, INC.


Witness

ANDREA GAMBIG

Print Name


Witness

Amber Savage

Print Name

[ATTACH EXHIBIT 1]

LEGAL DESCRIPTION

EXHIBIT A - PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF MADEIRA BEACH by ALAN KAHANA, PRESIDENT [print individual's name and title]

for UNITED PARK SERVICES INC. [print name of entity submitting sworn statement]

whose business address is: 3500 PINELLAS BAYWAY TIEMPO VERDE 33715

and Federal Employer Identification Number (FEIN) is 86-1168292. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

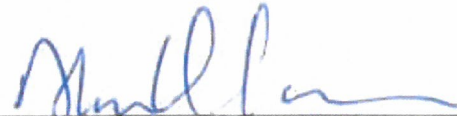
(4) made an admission of guilt of such conduct described in Items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of *nolo contendere*; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is Inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.


[Signature]

NOTARY PUBLIC

STATE OF FLORIDA
CITY OF MADEIRA BEACH

Sworn to and subscribed before me this 23rd day of JULY, 2019 by ALAN KAHANA.
Personally known _____ OR Produced Identification DRIVERS LICENSE
[Type of Identification]



Notary Public Signature

My commission expires 02/12/2021

ANDREA GAMBIE
[Print, type or stamp Commissioned name of Notary Public]

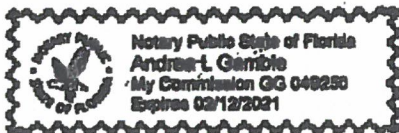


Exhibit B - DRUG FREE WORKPLACE CERTIFICATION.**SWORN STATEMENT ON DRUG FREE WORK PLACES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Madeira Beach by ALAN KAHAWA
[print individual's name and title]

PRESIDENT for UNITED PARK SERVICES INC
[print name of entity submitting sworn statement]

whose business address is: 3500 PINEHILLS BAYWAY 33715
and (if applicable) its Federal Employer Identification Number (FEIN) is 86-1168292 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

(i) the dangers of drug abuse in the work place;

(ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;

(iii) any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

Signature

Title: PRESIDENT

Company: UNITED PARK SERVICES, INC

NOTARY PUBLIC

STATE OF FLORIDA

CITY OF MADEIRA BEACH

Sworn to and subscribed before me this 23rd day of JULY, 2019

by ALAN KAHANE who is personally
known to me _____ OR Produced Identification DRIVERS LICENSE [type of
Identification]

My commission expires 02/12/2021

Notary Public Signature

[Print, type or stamp Commissioned name of Notary Public]



JOHNS PASS DREDGING

JUNE 2022 – APR 2025

PURPOSE

To dredge a section of the John's Pass channel/waterway, more specifically an approximate 1.6 acres area on the northern side of the channel/waterway adjacent to a FDOT right-of-way, City property, and private property to remove/alleviate sedimentation likely attributed to alongshore sediment transport of sand moving north to south which becomes entrained via tidal currents along the updrift bank of the inlet.

ACTIONS

June 2022 City officials notified the Florida Legislature appropriated just over \$1.5 million to help fund the project.

Oct 2022 City contracts with Aptim Environmental (the Pinellas County coastal contractor) to manage the project specifically to obtain all requisite permits and assist with bid issuance.

Jan - Feb 2023 Aptim staff meet with the Florida Department of Environmental Protection (FDEP) and US Army Corps of Engineers, USACE, representatives (pre-planning) to discuss and review permit application requirements. Aptim also communicated with FDOT throughout the middle of 2023 as the project will occur within State DOT right-of-way.

May 2023 Aptim submits FDOT permit application.

Dec 2023 FDOT approves State right-of-way permit with the DEP and USACE permits now able to be applied for by Aptim.

Mar 2024 FDOT permit received by Aptim. Issuance delayed due to impacts of Hurricane Idalia.

Mar 2024 City requests extension of the State appropriation funding through June 30, 2025 (can be extended through Dec 31, 2025).

July 2024 Aptim submits all remaining completed permits to the USACE and the FDEP.

- Why is it almost a year and half to submit?

- The FDOT permit was required to move forward with FDEP and USACE permitting as stated during the pre-application meetings. Neither agency was willing to issue a permit until FDOT approved of the project due to concerns about bridge infrastructure. Permit drawings, final design, analysis of impacts to the coastal system, environmental investigations, and permit applications were finalized and submitted between December 2023 and July 2024; however, specific permit conditions were needed to complete final design.

Aug-Sep 2024 Follow-up comments received from USACE and FDP requesting additional information

Dec 2024 Temporary access and construction easement obtained from private property owner adjacent to proposed dredging area USACE and FDEP

Jan 2025 FDEP on-site visit to John's Pass proposed dredging area. Aptim replies to USACE and FDEP requests for additional information

- Why did this take 4 months to respond?
 - **APTIM needed clarification on the FDEP and USACE request for additional information (RAI)**
 - **APTIM reached out to FDEP on 8/20/24.**
 - **Heard back from FDEP on 8/30/24 and a meeting was set up for 9/9/24.**
 - **Additional information regarding easement requirements was requested by APTIM on 9/9/24.**
 - **Information was provided by FDEP to APTIM regarding the need for an easement on 10/1/24.**
 - **A meeting was held with the City regarding procuring an easement for the RAI on 12/3/24.**
 - **FDEP required a site visit as criteria for response to RAI; APTIM requested site visit, but FDEP arranged for what would be the passage of Hurricane Helene. Site visit was rescheduled but delayed again due to impacts from Hurricane Milton. Final date coordinated based upon FDEP schedule was 1/14/25.**
 - **APTIM reached out to USACE on 9/5/24, 9/19/24, and 10/14/24 to discuss the RAI.**
 - **Heard back from USACE on 10/22/24 and meeting was set up for 10/28/24.**
- Why no request for confirmation?
 - **We will request confirmation for future RAI responses. We are told by the FDEP to wait 21 days after submittal until follow-up as review timeline courtesy and 28 days for the Corps as that is their standard review timelines.**

Feb 2025 FDEP replied on Feb 18 requesting additional information (due w/in next 30 days) involving construction plans, water quality standards, and disposal and dewater processes, as well as possible additional comments from state agencies, FWC and Water Resource Management.

Feb-Mar 2025 USACE continues information reviews

Expected replies from USACE and FDEP to occur within 30-60 days. Upon receipt of permits, bid issued shortly after to schedule to complete the dredging by summer 2025.

- Follow up on February 14, 2025 –
 - Why did you wait over 3 weeks to follow up
 - **We are told by the FDEP to wait 21 days after submittal until follow-up as that is their standard review timelines.**

- Follow up on March 13, 2025 –
 - Why did you wait 4 weeks to follow up
 - **APTIM followed up with the USACE on 2/14/25 and 3/3/25, and the USACE responded on 3/13/25.**
 - **We are told by the USACE to wait 28 days after submittal until follow-up as that is their standard review timelines.**
 - Has confirmation from the March 13 submittal been received from USACE?
 - **Yes, the USACE has received the RAI response.**
 - If no confirmation what are you doing to move this project forward?
 - **A meeting was held between APTIM and USACE on 3/20/25 to discuss the RAI response.**
 - **An additional RAI was received from FDEP on 2/18/25.**
 - **APTIM reached out regarding a meeting on 2/19/25.**
 - **A meeting was held between APTIM and FDEP on 3/5/25.**
 - **Additional clarification from FDEP regarding mitigation and best management practices is pending.**

Aptim followed up with FDEP and USACE on March 21 and April 7, 2025, on the additional information submitted to both agencies. USACE replied on April 7, 2025. There may be additional information required after the Corps receives comments from the resource agencies. No reply from FDEP as of Wed, Apr 9, will follow-up prior to Apr 16 meeting.

Mid-APRIL – MAY 2025

Most recent communications between Aptim, the USACE, and the FDEP:

1. USACE Permit: Application complete, undergoing Resource Agency consultation
 - a. USFWS Consultation: In progress, no updates since last email.
 - b. NMFS Consultation: In progress, no updates since last email.
 - c. Public Notice: Complete.
 - d. Last check-in email with the USACE was 5/6/25. Edgar sent a Provisional Notification on 5/13/25. APTIM responded to his email on 5/13/25.
 - e. Next planned check-in email with the USACE will be on 5/20/25.
2. FDEP Permit: Application complete, undergoing Resource Agency consultation
 - a. State Lands Easement Sketch: APTIM submitted the sketch on 4/23/25. Under review by FDEP.
 - b. Best Management Practice's (BMP's): RAI sent on 5/12/25. Response is being drafted by APTIM.

- c. Uniform Mitigation Assessment Method (UMAM): In consultation with the Division of Water Resource Management and Aquatic Preserve staff. A meeting was held between DWRM and AP staff this week, however, no updates have been provided.
- d. Last check-in email with the FDEP was 5/7/25. Update was provided on 5/12/25 by FDEP, which included an RAI from DWRM.
- e. Next planned check-in email with the FDEP will be when the RAI response is delivered to FDEP.

3. Bid Documents (Plans and Specifications)

- a. The project technical specifications and construction plans have been drafted and are under internal review.

June 2025 most recent update:

- 1. USACE Permit: Application complete, undergoing Resource Agency consultation
 - 1. USFWS Consultation: In progress, no updates since last email.
 - 2. NMFS Consultation: In progress, no updates since last email.
 - 3. Public Notice: Complete.
 - 4. Last check-in email with the USACE was 6/4/25. No response to date.
 - 5. Next planned check-in email with the USACE will be on 6/18/25.
- 2. FDEP Permit: Application complete, undergoing Resource Agency consultation. RAI received from FDEP on 5/12/25.
 - 1. State Lands Easement Sketch: APTIM submitted the sketch on 4/23/25. Comments received on 5/30/25. Revisions have been drafted and have been submitted with the RAI response on 6/13/25.
 - 2. Best Management Practice's (BMP's): RAI sent on 5/12/25. Response is being drafted by APTIM.
 - 3. Uniform Mitigation Assessment Method (UMAM): In consultation with the Division of Water Resource Management and Aquatic Preserve staff.
 - 4. A response to FDEP's Request for Additional Information was submitted on 6/13/25.
 - 5. Next planned check-in email with the FDEP will be on 6/27/25.
- 3. Bid Documents (Plans and Specifications)
 - 1. The project technical specifications and construction plans have been drafted and are under internal review.

City received on May 20, 2025, the following Amendment 2 to the agreement with a revised Date of Expiration to December 31, 2026:

**AMENDMENT NO. 2
TO AGREEMENT NO. LPA0321
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF MADEIRA BEACH**

This Amendment to Agreement No. LPA0321 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Madeira Beach (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Madeira Beach John's Pass North Shoreline Dredging (Project), effective November 29, 2022; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to permitting delays; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager	
Name:	Tolulola Adeyewa
Address:	Florida Dept. of Environmental Protection
	3900 Commonwealth Blvd
	Tallahassee, FL 32399
Phone:	850-245-2146
Email:	Tolulola.Adeyewa@FloridaDEP.gov

3. Section 11 of Attachment 2 is hereby revised as follows:

Subcontracting

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.



MEMORANDUM

TO: CITY COMMISSION

FROM: Robin I. Gomez, City Manager

DATE: June 25, 2025

RE: **HR, Classification, & Compensation Plans Study Agreement Update**

Background

The City of Madeira Beach last performed a comprehensive employee job classifications and compensation study in 2019. On July 10, 2024, the City Commission approved an agreement for an HR, Classification, & Compensation Plans study with the RSC Insurance Brokerage, Inc., dba Risk Strategies Company (Gehring Group). John Mullins with RSC will provide a more detailed update on the completed study.

Review/Discuss

The study evaluated the present salary structure as compared to the specific job market for comparable positions in the public sectors as well as:

- a) Review and evaluate Human Resources/Personnel processes relative to all City job classifications and compensation.
- b) Review and evaluate all current job classifications to ensure compliance with federal, state, and local laws and regulations including the Fair Labor Standards Act, exempt/non-exempt classifications, and all other applicable personnel provisions.
- c) Review all current job classifications, confirm, and recommend changes to hierarchical order of jobs using your evaluation system.
- d) Establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions as required (prefer to assess duplicate benchmarks – both municipalities as well as local employers).
- e) Identify potential pay compression issues and provide potential solutions.
- f) Analyze and recommend changes to the present compensation matrix and/or structure to meet the market analysis. This recommendation may include recommendations for individual positions as well.

- Benchmarked 61 job classifications including:
 - Treasure Island
 - St. Pete Beach
 - South Pasadena
 - Dunedin
 - Seminole
 - Belleair Bluffs
 - Oldsmar
 - New Port Richey
 - Tarpon Springs
 - Pinellas County
 - Polk City
 - Safety Harbor
 - Clearwater
- Reviewed the benchmark data with the City at the 50th, 65th, and 75th, percentiles for each classification
- Developed new pay ranges for each classification based on the 65th percentile of the market data
- Performed FLSA testing for each classification
- Conducted a compression analysis for all employees based on current classification, time in classification, and current pay
- City's current pay ranges fell somewhere between the 50th and 65th percentile of the market data
 - Based on this, 65th percentile used to construct new pay plan
- Several entities did not have comparable data for all positions based on size, services provided, etc.
 - Safety Harbor conducting a pay study
 - Positions that had limited comparable data were placed in pay plan based on review and internal equity
- 31 employees impacted by the study
- 18 employees below the minimum of new pay ranges
 - Total cost: \$37,667
- Compression cost: \$89,257
- 12 employees going from Non-exempt to Exempt, estimated additional total cost in salary: \$63,000.



MEMORANDUM

TO: CITY COMMISSION
FROM: Robin I. Gomez, City Manager
DATE: June 25, 2025
RE: Barrier Islands Governmental Council (Big-C)

Background

What is the Big C?

The Big C, incorporated in 1990, is a governmental council including eleven municipalities residing on the west coast of Florida, from St. Pete Beach to Clearwater:

Belleair Beach, Belleair Shore, Clearwater, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, Treasure Island

Why does the Big C Exist?

To stimulate communications between the barrier islands cities to focus on problems common to all, including but not limited to: tourism, recycling, public transportation, beach preservation, renourishment and access, marine environment, air and water quality, public safety, density management, waterway regulation, taxation based on permanent residents and average transient population, to unite and be able to have one voice addressing the County, State and Federal governments while respecting the individuality of each city.

The Big-C members meet monthly on the last Wednesday of each month beginning at 9 am.

Enclosed is the 2025 Big-C meeting schedule followed by the May 2025 meeting agenda and the Apr 2025 meeting minutes.

BIG-C

Barrier Islands Governmental Council

Belleair Beach
Belleair Shore
Clearwater
Indian Rocks Beach
Indian Shores
Madeira Beach



North Redington Beach
Redington Beach
Redington Shores
St. Pete Beach
Treasure Island

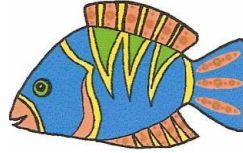
2025 BIG C Meeting Schedule

Last WEDNESDAY of the Month

(Unless otherwise noted)

Meetings called to order at 9:00am

<u>DATE</u>	<u>HOST</u>	<u>LOCATION</u>
January 29	Town of Redington Shores	Madeira Beach City Hall 300 Municipal Drive
February 26	Town of North Redington Beach	Madeira Beach City Hall 300 Municipal Drive
March 26	Town of Redington Beach	Madeira Beach City Hall 300 Municipal Drive
April 30	City of Madeira Beach	Madeira Beach City Hall 300 Municipal Drive
May 28	City of Treasure Island	Treasure Island City Center 10451 Gulf Boulevard
June 25	City of Indian Rocks Beach	Madeira Beach City Hall 300 Municipal Drive
July 30	City of Belleair Beach	Belleair Beach Community Center 444 Causeway Boulevard
August 27	City of St. Pete Beach	St. Pete Beach Community Center 7701 Boca Ciega Drive
September 24	City of Clearwater	Clearwater Beach Library & Recreation Complex 69 Bay Esplanade
October 29	Town of Belleair Shore	Belleair Beach Community Center 444 Causeway Boulevard
December 3	Town of Indian Shores	Indian Shores Town Hall 19305 Gulf Boulevard



Barrier Islands Governmental Council

*Belleair Beach
Belleair Shore
Clearwater
Indian Rocks Beach
Indian Shores
Madeira Beach*

*North Redington Beach
Redington Beach
Redington Shores
St. Pete Beach
Treasure Island*

BIG C Meeting

HOST CITY: City of Treasure Island

Wednesday, May 28th, 2025, 9:00 a.m.

Treasure Island City Center 10451 Gulf Boulevard Treasure Island, FL 33706

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Changes to the Agenda and Approval**
- 4. Approval of Minutes**
 - Minutes for the City of Madeira Beach, April 30th, 2025 BIG-C Meeting
- 5. Approval of Treasurer's Report – April 2025**
- 6. Correspondence**
- 7. New Business**
 - Barry Burton opens discussion regarding countywide disaster recovery; specifically permitting and debris management
- 8. Unfinished Business**
- 9. Discussion Items**
- 10. Legislative Update**
- 11. City Events**
- 12. Adjournment**

NEXT MEETING

Wednesday, June 25, 2025 at 9:00 A.M.

Hosted by the City of Indian Rocks Beach

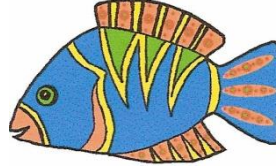
Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, FL 33708

**MINUTES
FOR THE CITY OF
MADEIRA BEACH

APRIL 30, 2025**

BIG-C

Barrier Islands Governmental Council

*Belleair Beach**Belleair Shore**Clearwater**Indian Rocks Beach**Indian Shores**Madeira Beach**North Redington Beach**Redington Beach**Redington Shores**St Pete Beach**Treasure Island*

The BIG C meeting was called to order by President, Mayor David Will at 9:00 a.m. on Wednesday, April 30th, 2025 at the Madeira Beach City Hall, 300 Municipal Dr, Madeira Beach, FL 33708.

1. Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Will.

2. Roll Call

Big C Representatives

Mayor David Will
Mayor Denise Houseberg
Mayor Dave Gattis
Mayor Diantha Schear
Commissioner David Tagliarini
Mayor Jay Super
Mayor Tom Kapper
Mayor Bruce Rector (arrived late)
Mayor Adrian Petrila
Vice Mayor Tammy Vasquez

Town of Redington Beach
City of Indian Rocks Beach
City of Belleair Beach
Town of Indian Shores
City of Madeira Beach
Town of North Redington Beach
Town of Redington Shores
City of Clearwater
City of St Pete Beach
City of Treasure Island

Guests

Clint Belk
 John Mortellite
 Margaret Carey
 Melissa Fultz
 Barry Rubin
 Heather Davidson
 Charlie Justice
 Renee Rose
 Tina Porter
 Sam Jenkins
 Ashley Jovanetti
 Mike Howard
 Fred Irwin

Fire Chief, Madeira Beach
 Deputy Fire Chief, Madeira Beach
 Town Clerk – Redington Shores
 Deputy Clerk – Redington Shores
 CEO- Pinellas Beaches Chamber of Commerce
 Pinellas Beaches Chamber of Commerce
 Tampa Bay Beaches Chamber of Commerce
 City Clerk, Belleair Beach
 Town Administrator, Indian Shores
 ISPS, SPC
 Pinellas County Communications
 Councilor, Indian Shores
 Sand Key Civic Association

Christy Herrick
CJ Hoyt
Carla Bowling
Christopher Holland
Megan Blanchard
Adriana Nieves
Katie Mastenbrook
Hilary King
Nicholas Menchise
Joey West
Jan Wilson
Bob Schmidt
Ellen Bauer
Michael Howard
Lyndsey Johansen
Randy Mora

Resident, Redington Shores
Commissioner, Redington Shores
Resident, Indian Shores
Resident, Pass-A-Grille
Tampa Bay Regional Planning Council
Redington Beach, Town Clerk
Florida Sea Grant
Commissioner, Indian Rocks Beach
Councilor, Indian Shores
Bay News 9
Vice Mayor, Indian Rocks Beach
Belleair Shore
Vice Mayor, Indian Shores
Councilor, Indian Shores
FLC and FMIT
Trask and Daigneault

Item 5D.

3. Changes to Agenda and Approval

Mayor Gattis made a motion to approve the agenda. Mayor Houseberg seconded the motion. Motion approved unanimously.

4. Approval of Minutes of Redington Beach March 26th, 2025 Meeting

Mayor Gattis made a motion to approve the March minutes. Mayor Houseberg seconded the motion. Motion approved unanimously.

5. Approval of March 2025 Treasurer's Report

Commissioner Tagliarini reported the current balance of \$970.16. Mayor Houseberg made a motion to approve the treasurers report. The motion was seconded by Mayor Gattis. Motion approved unanimously.

6. Legislative Update

Attorney Randy Mora gave an update of bills affecting local governments. He mentioned several specific bill numbers and encouraged those attending to read Speaker Perez's press release dated 4/29/25. He noted that there is a proposal to reduce sales tax from 6% to 5.25%. He mentioned several additional bills that he sees as attacks on the funding of small communities, one of them being the elimination of property taxes. He noted that although tax cuts are popular with citizens, they affect local governments. He continued with more specific analysis regarding specific bills. He answered questions from the BIG C members and encouraged all attending to contact their representatives to voice their opinions about the proposed bills.

7. Correspondence None

8. New Business None

9. Discussion Items None

10. Unfinished Business None

11. City Events

Belleair Beach – Blood Drive May 2nd / Cabi Clothes Fundraiser May 1st / Beach Clean up May 3rd

Clearwater – Mayor Bruce Rector took a moment to reflect on the recent tragedy in Clearwater involving the Clearwater ferry and a private vessel. He offered prayers for the injured and deceased and thanked first responders for their assistance.

Indian Rocks Beach – May 18th, Beach Clean-Up / Community Garage sale May 3rd and May 4th

Indian Shores – Chili cook-off April 30th / Memorial Day Celebration for city residents May 26th

Madeira Beach – Wednesday morning Market / Founder’s Day Celebration May 3rd with fireworks

North Redington Beach – No events

Redington Beach – no events

Redington Shores – no events

St Pete Beach – Kentucky Derby party May 3rd

Treasure Island – Cinco de Mayo party at VIP / Walk to beach day on May 23rd

12. Adjourn

The meeting adjourned at 9:59 a.m. The next meeting will be Wednesday, May 28th, 2025 at 9:00 a.m. Hosted by City of Treasure Island at Treasure Island City Center 10451 Gulf Boulevard Treasure Island, FL 33708.

Minutes Prepared by: Adriana Nieves
 Town Clerk, Town of Redington Beach, FL

Date Approved: 5/28/25

ATTEST:

APPROVED:

Adriana Nieves, CMC, CFM
Town of Redington Beach

David Will
Barrier Islands Governmental Council President
Mayor of the Town of Redington Beach



Technology Leadership and Strategy Services - Virtual Chief Information Security Officer (vCISO)

Qty	Description	Recurring
1	Technology Leadership and Strategy Services - Virtual Chief Information Security Officer (vCISO) - monthly charge:	\$5,000.00

The engagement will be focused on aligning the organization with **Florida Statute 282.318 for NIST CSF** compliance, including but not limited to:

- **Help with understanding of the Florida Statute 282.318 and NIST CSF framework and its principles:**
 - Identify: Assist in identifying and managing cybersecurity risks to systems, assets, data, and capabilities.
 - Protect: Implement safeguards to ensure the delivery of critical infrastructure services.
 - Detect: Develop and implement appropriate activities to identify the occurrence of a cybersecurity event.
 - Respond: Develop and implement activities to respond to a detected cybersecurity event.
 - Recover: Develop and implement activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity event.
- **Conduct a readiness assessment and vulnerability testing**
- **Establish and document policies and procedures related to Information Technology and Cybersecurity**

In addition to the above, vCISO service includes:

- IT compliance and cyber-security consulting delivered by Certified Information Systems Security Professional (CISSP) - in person, over the phone and/or email
- Regular meetings to review cybersecurity posture and provide updates on industry best practices and recommendations
- Planning and alignment with client specific compliance framework (NIST, HIPAA, SOX, CMMC, etc.)
- Creation, updates and maintenance of IT checklist to ensure best practices and remediations are being implemented and followed
- Assistance in evaluating and drafting IT security policies as needed
- Ongoing checks and verification of IT related items described in drafted policies, like password policy, screen lockout policy, etc.
- Vendor Risk Management
- Annual risk/gap assessment report (first report delivered at the beginning of next year - compliance status for current calendar year)

Terms and conditions:

- 12-month term commitment.
- No software or hardware is delivered as a part of this engagement. If a need for software or hardware arises, Integris will provide a detailed breakdown of costs and reasons for it.
- Any work out of the scope of this engagement will be billed at \$250/h.
- The flat monthly fee is based on today's size of the organization, compliance requirements and risk. If there are significant changes to any of those variables, monthly fee might be re-evaluated.
- vCISO program is not meant to resolve cyber-security issues, but to provide guidance, assist with orchestrating strategy to tackle them and ultimately keep responsible parties accountable for execution. Actual fixes will be delegated to competent security team and could be billed outside of this agreement.



Memorandum

Meeting Details: June 25, 2025 – Board of Commissioners Workshop
Prepared For: Honorable Mayor Brooks and the Board of Commissioners
Staff Contact: Community Development Department
Subject: Nonconformances, Variances, and Open Sky Requirements

Background:

Since Hurricane Helene, there has been an increase in the number of variances and building permits related to elevating an existing residential structure or building a new residential structure on a nonconforming lot. In 2024, city staff received six variance requests. For 2025, city staff has received seven variance requests as of June of 2025. When a property owner applies for a variance, it is a \$1,800 fee for single family, duplexes, and townhomes and a \$2,000 fee for multifamily, tourist dwellings, and commercial. Completing the variance process can add 30 days or more to the permitting process. Additionally, variances must adhere to strict criteria in order to be approved and a variance may not be a viable option on all projects. Property owners do have the right to elevate their existing homes or rebuild after a catastrophic loss; however, many applicants are still running into issues meeting setback requirements especially when rebuilding on a nonconforming sized lot or providing access to an existing structure that has been elevated.

Discussion:

City staff has brought Article III Nonconformances and Section 110-427 Yard regulations—Open sky requirements from the Madeira Beach Code of Ordinances for discussion. The discussion is about what potential amendments could be adopted to help speed up and simplify the rebuilding process or elevating process for property owners. The amendments would be focused on helping property owners elevating their existing homes and property owners that are rebuilding after a catastrophic loss.

Fiscal Impact:

Potentially there could be a reduction in the number of variance applications.

Recommendation(s):

City staff recommends bringing back drafts amendments to revise Article III Nonconformances and Section 110-427 Yard regulations—Open sky requirements in the Madeira Beach Code of Ordinances based on the direction from the Board of Commissioners.

Attachments/Corresponding Documents:

- ARTICLE III. NONCONFORMANCES
- Sec. 110-427. Yard regulations—Open sky requirements.

ARTICLE III. NONCONFORMANCES

Sec. 110-91. Purpose and intent.

- (a) It is the intent of this article to provide for the continuance of lawful nonconformities, without unduly restricting the owners ability to maintain or improve their property, but to restrict further investment which would make the nonconformity more permanent. This article is intended to permit lawful nonconforming uses and structures created by the adoption of this Code to continue, until removed by economic or other forces. This article is intended to discourage the continuation of nonconformities as they are incompatible with the provisions of the city comprehensive plan and this Code.
- (b) All rights and obligations associated with a nonconforming status run with the property, are not personal to the present ownership or tenant, and are not effected by a change of ownership or tenancy, unless abandoned.

(Code 1983, § 20-611(A))

Sec. 110-92. Classification.

- (a) Nonconformities are classified as follows:
 - (1) Lots.
 - (2) Uses of land and structures.
 - (3) Structures.
 - (4) Characteristics of use.
- (b) A nonconformity may also be created where lawful public taking or actions pursuant to a court order create violations of the land development regulations.

(Code 1983, § 20-611(B))

Sec. 110-93. Intent concerning nonconforming property, structures and uses.

It is the intent of the land development regulations that these nonconformities shall be considered to be incompatible with the permitted uses within the city districts. Such nonconformities shall not be enlarged or extended in any respect.

- (1) *Nonconforming lots.*
 - a. *Use of single, nonconforming lots for residential districts.* Notwithstanding the maximum density requirements of the comprehensive plan, in residential districts, the single-family and customary accessory structures may be erected, reconstructed, occupied and used on separate nonconforming lots of record which are not in continuous frontage with other lots in the same ownership in accord with other requirements applying in the separate districts.
 - b. *Use of single, nonconforming lots for nonresidential uses.* In other than residential districts, a nonconforming lot of record which is not in continuous frontage with other lots in the same

ownership, may accommodate uses permitted within that district in accordance with other requirements applying in that district.

- c. *Rules concerning combination of contiguous nonconforming lots in same ownership and with continuous frontage.*
 - 1. *Where nonconforming status was created at enactment or amendment of this Code or of the comprehensive plan.* Where more than one nonconforming lot of record in single ownership and with continuous frontage exists, they shall be combined and considered a single zoning lot. The zoning administrator shall authorize their use only when the lot area and lot width requirements for the district in which the lots are located are satisfied. Full setback requirements shall apply to all of the newly created lots.
 - 2. *Combination not required where nonconformity created by public taking or court order.* Where the nonconforming lots were created by public taking action or as a result of a court order, a combining of the individual lots shall not be required.
- (2) *Nonconforming uses.* Nonconforming uses of land shall be brought into conformance as soon as reasonably possible, but may continue provided:
 - a. There shall be no replacement, enlargement, increase in activity or alterations to any nonconforming use, permanent structure or both.
 - b. No such nonconforming use shall be relocated or moved to any portion of the lot other than that occupied at the time that the nonconforming status was created.
 - c. When a nonconforming use is changed, modified or diversified to meet requirements of a conforming use, the building or structure in which the use is located shall conform to the development standards and regulations as set forth in this Code.
 - d. If any nonconforming use, or any portion thereof, ceases for any reason for more than one year (365 days), the grandfather status of the nonconforming use shall terminate and all subsequent uses shall conform to the regulations of the district in which such use is located.
- (3) *Nonconforming structures.* Where a lawful structure exists at the time of the passage or amendment of the land development regulations which could no longer be built under the terms of the land development regulations by reason of restrictions on area, lot coverage, height, or other characteristics of the structure or location on lot, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:
 - a. That any addition, alteration or renovation to the structure shall not increase the degree of nonconformity or result in the conversion of a nonconforming carport, garage, screen enclosure, patio roof, storage area or other non-habitable area into a habitable area unless specifically approved by the special magistrate. Structural changes which decrease the degree of nonconformity shall be permitted. Structures that are nonconforming due solely to their flood elevation may be altered in accordance with the provisions of chapter 94.
 - b. A nonconforming structure or portion thereof, if damaged by fire, natural elements or force to an amount equal to or greater than 50 percent of its current fair market value as of the day immediately preceding such damage, may only be reconstructed in accordance with the provisions of article V of this chapter regarding district regulations for the district in which it is located and the floodplain management regulations established in chapter 94 of this Code or as otherwise provided in section 110-95.
 - c. Should the damage be less than 50 percent of its current fair market value, then repairs may be made under the "grandfathered" zoning district regulations, provided that they shall be made within 18 months after such damage. All repairs must be made to comply with current building

codes and not be in violation of the provisions of the floodplain management regulations and other applicable codes of the city. In the event that the repairs have not been completed within 18 months, the structure shall not be further repaired or rebuilt, except in conformity with the entire requirements of this Code.

- d. Routine repairs and maintenance of nonconforming structures, fixtures, wiring and plumbing, or the repair or replacement of non-load bearing walls shall be permitted.
- e. Owners of nonconforming residential structures in an R-1, R-2 or R-3 zoning district that wish to elevate their existing structure with the lowest habitable floor at or above base flood elevation shall be exempt from the setback provisions of article V of this chapter regarding district regulations, so long as the structure remains within the existing footprint.
- f. In recognition of the narrow lot dimensions and the preexisting development patterns in some older neighborhoods, the following exceptions can be considered by the planning commission for approval for lots of 50 feet in width or less:
 1. Legal nonconforming residential structures in an R-2 or R-3 zoning district with side yard encroachments may extend along the line of the existing encroachment without increasing the depth of the encroachment into the setback as long as a minimum of three feet of setback from the structural wall is retained on one side of the house and a minimum of five feet of clearance remains on the other side of the house (no permanent improvement of any kind, including mechanical equipment or storage units may exist or be placed or installed in the five feet clearance along the entire side of the structure nor can the area be obstructed by landscaping that prevents access across/through the clear area, although the area may be fenced as long as it is accessible by way of a gate). Additionally, the property that is the subject of reduced setbacks must be improved with drainage systems including but not limited to roof gutter systems adequate to carry all runoff and direct it away from the neighboring property in a manner that ensures no impact upon the neighboring property. The required clearance area is not a reduction of setback but a minimum clear path of access between the front and rear yard. Furthermore, extensions along an existing encroachment line can be approved only if the neighbor on the extending encroached side indicates support for the extension by notarized statement. Nothing in this provision can be used to approve the creation of a new nonconformity.
 2. Legal nonconforming uses and structures in an R-1, R-2 or R-3 zoning districts with a front or rear yard setback encroachment may extend the encroachment to an average of that encroachment on lots adjoining and facing it.
 3. Additions of a second floor to legal nonconforming structures in the R-1, R-2 and R-3 districts is permitted as long as the extension/addition does not create any new encroachment, does not violate the height restrictions, provides a minimum of 18" clearance between any building element and the property line, and does not increase the depth into any existing encroachment. Approval of such additions require the neighbor on the side or facing property where the encroachment is proposed to be heightened to indicate by notarized statement their support for the addition.
 4. Approval of such additions require pre-hearing notice to adjoining property owners who may indicate their support for the addition by notarized statement or submittal of written or oral objections prior to or during the planning commission hearing.
 5. Appeals of planning commission approvals may be brought to the city commission by filing a notice of appeal within 30 days of the signed planning commission decision.

- (4) *Nonconforming characteristics of use.* Nonconforming characteristics of use which may include, but not limited to inadequate parking and loading facilities, inappropriate landscaping, lighting, emissions, etc., may continue to operate but shall not be expanded, altered, changed or relocated in such a manner as to increase the degree of nonconformity.

(Code 1983, § 20-611(C); Ord. No. 918, § 6, 12-7-99; Ord. No. 1051, § 1, 8-9-05; Ord. No. 1071, § 3, 2-28-06; Ord. No. 1143, § 1, 1-27-09; Ord. No. 1166, § 1, 8-10-10; Ord. No. 2018-04, § 1, 6-12-18; Ord. No. 2022-20, § 1, 9-14-22)

Sec. 110-94. Nonconforming structures unsafe for reasons other than lack of maintenance.

Nonconforming structures or portions thereof which are declared unsafe by the building and zoning official or other competent authority, but not because of lack of maintenance, may be repaired and restored except as provided in subsection 110-94(3).

(Code 1983, § 20-611(D))

Sec. 110-95. Reestablishment of uses after an involuntary loss.

- (a) In the event that any residential or hotel/motel structure is damaged greater than 50 percent or destroyed by a hurricane, tornado, fire, flood, wind, storm, natural disaster, or other unintended, involuntary action; it can be repaired or reconstructed in a manner which guarantees that each dwelling unit, tourist unit and all permitted accessory uses can be restored to the same square footage which existed the day immediately preceding such damage.
- (b) Nothing contained herein shall be construed to permit more dwelling units or an increase in square footage of the structure than existed prior to the day immediately preceding such damage. The burden of proof as to what existed prior to the disaster shall rest with the property owner. Each property owner shall provide the city with a site plan, as-built surveys, or architecturally-sealed floor plans. The plans or surveys shall provide enough information to determine the existing legally permitted development on the site prior to the day immediately preceding such damage.
- (c) Local business tax receipt required. Failure to have a current required local business tax receipt, where applicable, in force at the time of declared disaster will prevent this section from applying to that property.

(Ord. No. 1051, § 2, 8-9-05; Ord. No. 1111, § 7, 5-8-07)

Editor's note(s)—Ord. No. 1051, §§ 2, 3, adopted August 9, 2005, added a new § 110-95 and subsequently renumbered the former § 110-95 as § 110-96. The historical notation has been preserved for reference purposes.

Sec. 110-96. Rebuilding after a catastrophic loss.

- (a) *Declaration of disaster area.* A disaster area is any area of major multiple property loss in which the board of commissioners, county board of county commissioners, the governor of the state or the federal government declares the loss a disaster area.
- (b) *Rebuilding regulations.* Rebuilding regulations shall be as follows:
- (1) *Single-family.* May be rebuilt within the same footprint if it complies with all other existing regulatory codes and provisions of the land development regulations.

- (2) *Duplexes and triplexes on a nonconforming lot.* Duplexes [and triplexes] on a nonconforming lot may be rebuilt to existing nonconformity if the new structure complies with required front setback, height, parking requirements and floodplain regulations effective at the time of building permit application.
- (3) *Multifamily in R-1 and R-2 on a nonconforming lot.* Multifamily in R-1 and R-2 on a nonconforming lot shall be the same as duplexes and triplexes, except they must comply with the parking regulations as contained in their pre-damage certificate of occupancy.
- (4) *Multifamily, hotel, motel, motor lodges.* Multifamily, hotel, motel and motor lodges may be rebuilt to same density, height and side setbacks, but must comply with the front setback, the county coastal construction control line, floodplain regulations, fire codes, and parking regulations as contained in their certificate of occupancy and any other requirements effective at the time of building permit application.
- (5) *Commercial.* Commercial may be rebuilt within the same footprint and having the same parking spaces available at the time of disaster, but would have to meet minimum FEMA regulations for elevated structures and/or floodproofing to the required height per the National Flood Rate Insurance Map for its commercial location.
- (6) *Occupational license required.* Failure to have a current required occupational license in force at the time of declared disaster will prevent this section from applying to that property.

(Code 1983, § 20-612; Ord. No. 918, § 7, 12-7-99; Ord. No. 1051, § 3, 8-9-05)

Editor's note(s)—See note at § 110-95.

Sec. 110-97. Redevelopment planning process.

- (a) *Purpose and intent.* It is the intent of this section to provide for the reconstruction of nonconforming residential and transient properties, except for those in an R-1 zoning district, for the purposes of redevelopment provided that the following steps shall be taken prior to the demolition of any units or buildings:
 - (1) *Existing dwelling unit verification.* The verification of the number of existing legal dwelling units and their type shall be through the city manager or designee.
 - (2) *Preliminary site plan review of redevelopment plan.* Preparation by the applicant of a redevelopment site plan for preliminary redevelopment site plan review by the city manager or designee. It must be demonstrated that the site can adequately accommodate the requested number of units by meeting the rebuilding regulations outlined in the process of this section of the Code. The applicant will meet the existing code to the maximum extent possible. This redevelopment site plan shall comply with the site plan requirements of chapter 110, article II, Site plans, of this Code. In addition to the standard site plan review requirements, all redevelopment site plans shall include the dimensions and floor area in square feet of all rooms and units.
 - (3) *Fee.* The application fee shall be the same as the regular site plan review fee found in article III, Community development, section D, Site plan, numbers 2 and 3, as adopted in the most recent edition of the city's fees and collection procedure manual.
 - (4) *Plan review.* The review of the redevelopment Plan shall be through the quasi-judicial public hearing process outlined in chapter 2, Administration, article I, In general, division 2, Quasi-judicial proceedings before the board of commissioners. The notification procedure shall follow subsection 2-503(c), Notification, found in chapter 2, article VIII, Special magistrate, of this Code.

- (5) *Changes in the redevelopment plan.* The redevelopment plan may be amended by mutual consent of the city and applicant, provided the notification and public hearing process of this article are followed.
- (b) *Rebuilding regulations for the redevelopment of existing dwelling units.* The rebuilding regulations for the redevelopment of existing dwelling units except for those in an R-1 zoning district, through the redevelopment planning process shall be as follows:
- (1) *Single-family.* May be rebuilt within the same footprint if it complies with all other existing regulatory codes and provisions of the land development regulations.
 - (2) *Duplexes and triplexes on a nonconforming lot.* Duplexes (and triplexes) on a nonconforming lot may be rebuilt to existing nonconformity if the new structure complies with required front setback, height, parking requirements and floodplain regulations effective at the time of building permit application.
 - (3) *Multifamily on a nonconforming lot.* Multifamily, except for those in an R-1 zoning district, on a nonconforming lot shall be the same as duplexes and triplexes, except they must comply with the parking regulations as contained in their pre-demolition certificate of occupancy.
 - (4) *Multifamily, hotel, motel, motor lodges.* Multifamily, hotel, motel and motor lodges may be rebuilt to same density, height and side setbacks, but must comply with the front setback, the county coastal construction control line, floodplain regulations, fire codes, and parking regulations as contained in their certificate of occupancy and any other requirements effective at the time of building permit application.
 - (5) *Commercial.* Commercial may be rebuilt within the same footprint and having the same parking spaces available at the time a redevelopment plan is sought, but would have to meet minimum FEMA regulations for elevated structures and/or flood proofing to the required height per the National Flood Rate Insurance Map for its commercial location.
 - (6) *Business tax receipt required.* Failure to be current with respect to full payment of the required annual business tax at the time a redevelopment plan is sought will prevent this section from applying to that property.
- (c) *Planning commission and board of commissioners review.* The planning commission shall conduct one public hearing to consider any application to review or change a redevelopment plan. The board of commissioners shall conduct a second public hearing to consider any application to review or change a redevelopment plan. Upon conclusion of the second public hearing, the board of commissioners shall review the proposed redevelopment plan, the recommendations of the city manager or his/her designee, the recommendations of the planning commission and the testimony at the public hearings. The board of commissioners shall thereafter approve, approve with conditions, or deny the application approve or change a redevelopment plan.

(Ord. No. 2012-14, § 1, 12-11-12)

Secs. 110-98—110-120. Reserved.

Sec. 110-427. Yard regulations—Open sky requirements.

- (a) Every part of a required yard (see appropriate section of schedule of use, lot, yard and bulk regulations) must be open to the sky unobstructed, except as otherwise permitted in this Code. The following may encroach into the minimum yard requirements of each lot, provided the required permits have been obtained:
- (1) Roof overhangs not exceeding three feet;
 - (2) Rear yard second floor and above balconies not exceeding four feet;
 - (3) Belt courses and ornamental features shall not project more than four inches from the building wall;
 - (4) Awnings and canopies not exceeding three feet;
 - (5) Arbors and trellises may be placed in the required front or side yard at least ten feet from the property line;
 - (6) Flag poles may be placed in any required yard at least ten feet from any property line;
 - (7) Garden ornaments, including, but not limited to, decorative columns, fountains and birdbaths, which are permanently affixed to the ground may be placed in a required yard at least five feet from any property line;
 - (8) Handicapped ramps, including vertical guardrails, meeting the requirements of the Florida Accessibility Code for Building Construction, may be placed in any required yard at least five feet from the property line;
 - (9) Recreation and children's playground equipment permanently affixed to the ground, excluding skateboard ramps, may be placed:
 - a. In a non-waterfront rear yard at least ten feet from the property line;
 - b. In a waterfront rear yard at least 20 feet from the property line;

An enclosed clubhouse and elevated structures shall not be considered recreation and children playground equipment;
 - (10) Light posts not to exceed six feet in height may be placed in a required front yard at least ten feet from the property line; and shall be in compliance with section 110-502;
 - (11) Ancillary equipment such as: filters and pumps for swimming pools and spas, lawn irrigation pumps and propane gas tanks may be placed in the required side yard setback by 50 percent of the required side yard distance;
 - (12) Chimneys, attached to the dwelling, may be placed three feet into the required setback; and
 - (13) Walkways and paths may encroach into the minimum yard requirement so long as they stay within the ISR requirements.
- (b) Permitted to encroach into the required yard setbacks and exempt from permitting.
- (1) Temporary holiday displays or patriotic displays may be placed within any yard setback;
 - (2) Mailboxes installed in conformance with U.S. Postal Regulations, if not permitted on the residential structure by the U.S. Postal Service;
 - (3) Recreation and children's playground equipment, not permanently affixed to the ground; and
 - (4) Garden ornaments, not permanently affixed to the ground.
- (c) Prohibited. The following are specifically prohibited in the front setback of any lot or parcel of land:

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- (1) Portable or temporary structures having structural framing members which do not meet or exceed the applicable wind loads of Chapter 16, Florida Building Code are prohibited from all yards.
 - (2) Clothesline or clothesline poles are prohibited in the front yard.
 - (3) Tents, except as approved for a special event under chapter 42 are prohibited in all yards.
 - (d) Any structures permitted in this section to encroach into a minimum yard shall be so permitted notwithstanding any contrary requirement or provision found within chapter 110, article VI, division 4.
- (Code 1983, § 20-503(A); Ord. No. 1155, § 1, 8-11-09; Ord. No. 2022-13, § 1, 5-11-22)



Memorandum

Meeting Details: June 25, 2025 – Board of Commissioners Workshop
Prepared For: Honorable Mayor Brooks and the Board of Commissioners
Staff Contact: Community Development Department
Subject: Add Ordinance Language for Unsafe Structures

Background:

In the wake of the 2024 hurricane season, numerous properties throughout our community sustained significant damage. Now, nearly nine months later, many of these structures remain unrepaired and are showing visible signs of further deterioration. These conditions are not only unsightly, but they also pose growing safety concerns for neighboring residents, emergency responders, and the public. Our Code of Ordinances is currently limited, due to lack of definitions and other verbiage, to help enforce corrective actions and consequences.

Discussion:

City staff is bringing forward Chapter 14, Article III, Division 2 – *Structures Unfit for Occupancy* – from the Madeira Beach Code of Ordinances for Commission discussion. Specifically, we are seeking input on potential amendments and expansions to Sections 14-91 through 14-100 that would strengthen our ability to take timely and enforceable action through the code enforcement process. This includes, but is not limited to, adding definitions and distinctions between “unfit” and “unsafe” structures, and developing clearer language that enables staff to make formal determinations more efficiently and expedite the timeline for cases brought before the special magistrate. These improvements would enhance our responsiveness to deteriorating or hazardous properties, thereby better protecting public safety and neighborhood integrity. Additionally, staff recommends considering standards for how such properties are secured—ensuring that materials, colors, and styles used for boarding or fencing do not contribute to visual blight or create further nuisance conditions in the community.

Fiscal Impact:

Adoption of the proposed amendments may authorize the City to allocate funds for the stabilization or demolition of structures deemed unfit for occupancy when the property owner fails to take appropriate action. These expenditures, including all associated administrative and enforcement costs, would be **billed to the property owner** and may be recovered through the placement of a lien on the property if unpaid. The proposed changes may also result in an increase in special magistrate code enforcement cases, requiring additional staff time and administrative resources.

Recommendation(s):

Based on direction from the Board of Commissioners, city staff recommends drafting amendments to strengthen and clarify the provisions of the Madeira Beach Code of Ordinances. These revisions will aim to enhance and expand the effectiveness and enforceability of the “Structures Unfit for Occupancy” code and address any related or subsequent sections that may be impacted by the proposed changes.

Attachments/Corresponding Documents:

- Madeira Beach Code Of Ordinances, Sec(s) 14-91 through 14-100
- Excerpt example from applicable Pinellas County Ordinance
- Excerpt example from applicable Sarasota County Ordinance

Sec. 14-91. Declaration of unfit structure.

Whenever the enforcing authority finds that any structure constitutes a hazard to the safety, health, or welfare of the occupants or to the public because it lacks maintenance or because it lacks the sanitary facilities or equipment or otherwise fails to comply with the minimum provisions of this article, he may declare such structure as unfit for occupancy and order it to be vacated. It shall be unlawful to again occupy such structure until it or its occupation, as the case may be, has been made to conform to the law.

(Code 1983, § 6-221)

Sec. 14-92. Notice denying occupancy—Posting; form.

Any structure declared as unfit for occupancy shall be posted with a placard by the enforcing authority. The placard shall be in substantially the following form:

VIOLATION

By order of the City of Madeira Beach, Florida, this structure is declared unfit for occupancy and ordered vacated. The use of this structure for occupancy is prohibited.

This order is posted pursuant to the Madeira Beach Code of Ordinances.

A penalty is provided in the Madeira Beach Code for any person who alters, defaces or removes this notice or occupies this structure without authorization from the undersigned.

Mayor-Commissioner or City Manager

(Code 1983, § 6-222)

Sec. 14-93. Same—Form and contents.

Whenever the enforcing authority has declared a structure as unfit for occupancy, he shall give notice to the owner of such declaration and placarding of the structure as unfit for occupancy. Such notice shall:

- (1) Be in writing;
- (2) Include a description of the real estate sufficient for identification;
- (3) Include a statement of the reason or reasons why it is being issued;
- (4) State the time in which to correct the condition;
- (5) State the time occupants must vacate the structure.

(Code 1983, § 6-223)

Sec. 14-94. Same—Service.

Service of notice to vacate shall be as follows:

- (1) By delivery to the owner personally or by leaving the notice at the usual place of abode of the owner with a person of suitable age and discretion; or
- (2) By depositing the notice in the United States post office addressed to the owner at his last known address with postage prepaid thereon; or

- (3) By posting and keeping posted for 24 hours a copy of the notice in placard form in a conspicuous place on the premises to be vacated.

(Code 1983, § 6-224)

Sec. 14-95. Same—Defacing or unauthorized removal.

No person shall deface or remove the placard from any structure which has been declared or placarded as unfit for human occupancy except by authority in writing from the enforcing authority.

(Code 1983, § 6-225)

Sec. 14-96. Vacating of declared structure.

Any structure which has been declared and placarded as unfit for occupancy by the enforcing authority shall be vacated within a reasonable time as required by the enforcing authority and it shall be unlawful for the owner or operator to allow any person to enter such structure except to repair. No person shall occupy any structure which has been declared or placarded by the enforcing authority as unfit for occupancy after the date set forth in the placard. It shall be unlawful for any person to occupy the structure which has been so declared or placarded after the date set forth.

(Code 1983, § 6-226)

Sec. 14-97. Occupancy of building; removal of placard by enforcing authority.

No structure which has been declared or placarded as unfit for occupancy shall again be used for occupancy until written approval is secured from the enforcing authority. The enforcing authority shall remove such placard whenever the defect or defects upon which the declaration and placarding action were based have been eliminated.

(Code 1983, § 6-227)

Sec. 14-98. Report of notice to vacate.

The enforcing authority shall furnish a copy of each notice to vacate a building to the county health officer or any other designated official of the city concerned therewith.

(Code 1983, § 6-228)

Sec. 14-99. Emergency order.

Whenever the enforcing authority finds that an emergency exists which requires immediate action to protect the health and safety of any person, he may issue an order reciting the existence of the emergency and requiring immediate action be taken as deemed necessary to meet the emergency. Notwithstanding any other provision of this article such order shall take effect immediately. Any person to whom such order is directed shall comply therewith immediately.

(Code 1983, § 6-229)

Sec. 14-100. Persons aggrieved; appeal to court.

Any person aggrieved by the decision of the board of commissioners or by any order issued by the enforcing authority may seek relief therefrom in any court of competent jurisdiction as provided by the laws of this state.

(Code 1983, § 6-230)

Sec. 22-278. Unsafe structures to be secured, repaired, rehabilitated, and/or demolished.

- (a) *Securing repairing, or rehabilitating unsafe structures.* All unsafe structures and nuisances are hereby declared to be in violation of this article and may be secured, repaired, and/or rehabilitated in accordance with the following procedures:
- (1) *Notice.* Whenever the housing official determines that there are reasonable grounds to believe that there has been a violation of any provision of this article, or of any rule or regulation adopted pursuant thereto, the housing official must give notice of an alleged violation to the person or persons responsible therefor. A notice of violation must:
 - a. Be in writing.
 - b. Include a statement of the reason(s) it is being issued.
 - c. Allow, based on the foreseeable tasks to be completed, between seven and 60 days to achieve compliance.
 - d. Advise that, notwithstanding subsection (c) above, where hazards are known to exist within a building or structure that present the potential imminent threat of loss of life or severe property damage, the housing official may take or require immediate corrective action to be taken, including, but not limited to, action taken to alter, upgrade, secure, repair, or remodel any unsafe structure.
 - e. State that if such corrections are not voluntarily completed within the stated time, as set forth in the notice, the housing official is authorized to work with the county attorney to institute legal proceedings charging the owner with a violation of this article, or seek injunctive relief to obtain compliance, or both.
 - f. Contain the provisions of this article providing for hearing and appeal.
 - (2) *Method of notice.* Any written notice required under this subsection will be considered properly served so long as it is sent by certified mail, return receipt requested, and by regular mail.
 - (3) *Failure to comply.* In the event that the owner does not, after due notice has been given and all rights of appeal have been exhausted, comply with the notice to correct violations of such premises, the housing official is authorized to cause such premises to be altered, upgraded, secured, repaired, or remodeled. The housing official will grant extensions where extenuating circumstances are present and/or when additional time is needed to secure permits for work.
 - (4) *Contractors.* The housing official is authorized to implement the provisions of subsection (3) of this section through any available public agency or by contracting with an independent licensed contractor submitting the lowest and best qualified bid for the performance of the necessary work in connection with the correction of violations. All work performed under this section, whether by the county or a contractor working on the county's behalf, will be performed by a person and/or entity licensed to do such work. All applicable certifications and permits required by the county must be obtained from the building department or the department issuing such certifications and permits before any work is commenced.
 - (5) *Assessment of costs and liens.* Costs incurred under subsection (4) of this section will be charged to the owner and will constitute a lien upon the property and may be collected in the manner provided by law.
- (b) *Demolishing unsafe structures.* When, upon re-inspection after any applicable timeframes for compliance granted under this section have expired, an unsafe structure where extreme hazards exist remains in continuous and hazardous noncompliance for 30 calendar days following a court or special magistrate ruling,

order, or judgment setting forth the grounds of noncompliance, the county may demolish said unsafe structure, subject to the processes within this subsection. A special magistrate is hereby authorized to issue an order permitting the county to demolish an unsafe structure following a demolition hearing. The county must be represented by the Pinellas County attorney's office in any hearing seeking demolition to ensure that all appropriate processes, including the notice of a demolition hearing being provided to all property owners, occupants, and interested parties, is met.

- (1) *Notice of demolition hearing.* The county will provide notice of intent to demolish an unsafe structure to all owners and interested parties as shown on a title search by: (i) certified and regular mail, at the address of record listed with the Pinellas County Tax Collector and Pinellas County Property Appraiser; (ii) posting notice at the unsafe structure; and (iii) posting notice on the county's official website. The county will also provide notice to all interested parties shown on the title search at the last address of record shown on the document from which the title search establishes their interest in the real property.

The county will provide notice to any occupants by certified and regular mail at the address of the unsafe structure.

The county's notices of intent to demolish an unsafe structure must be provided by mail and posted at least ten calendar days before a hearing is scheduled to occur.

- (2) *Contents of notice.* The county's notice of intent to demolish an unsafe structure must, at a minimum: (i) set forth the date, time, and location of a hearing; (ii) inform all property owners, occupants, and interested parties of their option to obtain and pay for a court reporter to be present to make a transcript for any subsequent appeal; (iii) inform all property owners, occupants, and interested parties that they may be represented by counsel, present and confront witnesses, and testify; (iv) state the county's mailing address for any correspondence concerning the demolition procedures; and (v) state the basis upon which the county seeks a demolition order for the unsafe structure, which must be the same grounds upon which a previous court or special magistrate found the property to be noncompliant.
- (3) *Demolition hearing.* A special magistrate may authorize the county to demolish an unsafe structure if the special magistrate finds that the county has shown, by a preponderance of the evidence, that: (i) a court or special magistrate previously found the property to be in noncompliance for being an unsafe structure, and the unsafe nature of the structure is the basis upon which the county seeks a demolition order; (ii) the property remained in noncompliance as an unsafe structure for 30 continuous days following a court or special magistrate's ruling, order, or judgment, or the amount of time to achieve compliance expressly provided within the ruling, order, or judgment, whichever is greater; (iii) the property owner(s), occupants and all interested parties were provided notice in conformity with all provisions of this division; and (iv) the property has not been brought into compliance with respect to any hazardous violations by the demolition hearing date.

The formal rules of evidence and procedure will not apply at the demolition hearing. Fundamental notions of procedural due process and the essential requirements of the law must be observed. A special magistrate's determination must be supported by competent, substantial evidence, which must be documented in any ruling, order, or judgment denying or granting the county's demolition request. The special magistrate has discretion to admit relevant evidence, irrespective of whether such evidence would be admissible in a court of law. Among other things, each party to the hearing will have the opportunity to: call, direct examine, and cross-examine witnesses under oath; be represented by counsel; introduce relevant evidence; impeach any witness; testify; and submit rebuttal evidence.

Each demolition hearing will be electronically recorded; however, failure of the county to record a hearing will not invalidate the hearing or any orders or rulings issued in relation thereto. The property owner(s), occupants, or any interested parties must take any necessary action, including obtaining a

court reporter, to ensure the creation of a record for purposes of an appeal, should they desire the creation of a record for appeal.

The demolition hearing must not be used as a substitute to an untimely appeal from an earlier ruling, order, or judgment finding a structure to be an unsafe structure. The demolition hearing will only be held to determine if a previously determined unsafe structure is subject to demolition.

- (4) *One-time extension.* At the demolition hearing, the special magistrate may grant a property owner, occupant, or interested party(ies) a one-time extension of up to 30 additional days to achieve compliance concerning an unsafe structure as long as the additional extension will foreseeably result in compliance. The special magistrate will set a date for re-hearing on the county's demolition request before granting a one-time extension.
- (5) *Appeal.* An aggrieved party will have 30 calendar days from the date of a special magistrate's ruling, order, or judgment to seek appellate review by filing a notice of appeal in the circuit court of the sixth judicial circuit.
- (6) *Approval of the Pinellas County Board of County Commissioners.* After a special magistrate has entered an order authorizing the county to demolish an unsafe structure, and once the time period to file an appeal has passed with no notice of appeal having been filed, or after the favorable resolution of an appeal in the county's favor, a demolition request will be submitted to the board of county commissioners for approval.
- (7) *Demolition.* The county is authorized to utilize a licensed contractor to demolish an unsafe structure in accordance with the process in this division.
- (8) *Remaining lot.* The county will cause the lot upon which a recently demolished unsafe structure sat to be properly filled, graded, and seeded with grass seed or sodded as part of a demolition process.
- (9) *Assessment of costs and liens.* Costs incurred under subsections (7), (8), and/or (11) of this section will be charged to the owner and will constitute a lien upon the property and may be collected in the manner provided by law.
- (10) *Foreclosure permitted.* After three months from the recording of a lien pursuant to this division, the county is authorized to foreclose on any lien that remains unpaid, to the extent permitted by applicable law.
- (11) *Emergency demolition.* Where an unsafe structure poses an imminent danger to the public safety, health, or welfare, staff in conjunction with the county attorney's office is authorized to seek an emergency injunction or any other relief available in a court of competent jurisdiction to demolish the unsafe structure. When the county shows that the imminent danger to the public safety, health, or welfare posed by the unsafe structure is such that its immediate removal is the only remedy sufficient to achieve compliance and maintain safety, and the remedies of altering, upgrading, securing, repairing, or remodeling the unsafe structure will not achieve compliance and safety, a court may grant an emergency demolition. The notice and other process provisions of this division, other than the assessment of costs and liens, will not apply where an emergency demolition is sought, instead the notice as required by the formal court process will be sufficient.

(Ord. No. 92-65, § 2(103.3), 10-27-92; Ord. No. 96-12, § 4, 1-16-96; Ord. No. 98-11, § 1, 1-6-98; Ord. No. 06-09, § 2, 1-24-06; Ord. No. 21-06, § 2, 2-23-21)

Editor's note(s)—Ord. No. 21-06, § 2, adopted Feb. 23, 2021, changed the title of § 22-278 from "Condemned dwellings" to "Unsafe structures to be secured, repaired, rehabilitated, and/or demolished" to read as herein set out.

Sec. 22-279. Inspections.

The housing official is authorized to make or cause to be made inspections to determine the condition of dwellings, dwelling units, rooming units, and premises in the interest of safeguarding the health and safety of the occupants of dwellings and of the general public. The county may seek an inspection warrant as provided by state law.

(Ord. No. 92-65, § 2(104), 10-27-92; Ord. No. 21-06, § 3, 2-23-21)

Sec. 22-280. Condemned dwellings.

- (a) *Designation of; procedures.* The designation of dwellings or dwelling units as unfit for human habitation, and the procedure for the condemnation and placarding of such unfit dwellings or dwelling units, will be carried out in compliance with the following procedures:
- (1) *Designation; placarding.* Any dwelling or dwelling unit found to have any of the following defects may be condemned as unfit for human habitation and be so designated and placarded by the housing official:
 - a. One which is so damaged, decayed, dilapidated, insanitary, unsafe, vandalized, or vermin-infested that it creates an imminent serious hazard to the health or safety of the occupants or of the public.
 - b. One which lacks illumination, ventilation, or sanitation facilities adequate to protect the health or safety of the occupants or of the public.
 - (2) *Form and service of notice.* Whenever the housing official has declared a dwelling or multifamily dwelling as unfit for human habitation, as defined in this article, the housing official will give notice to the owners and occupants by certified mail, return receipt requested, and by regular mail.
 - (3) *Vacating of condemned dwelling.* Any dwelling or dwelling unit condemned as unfit for human habitation and so designated and placarded by the housing official must be vacated as soon as possible, but in no event longer than the period of time specified on the placard, which must be between one and seven days after notice of such condemnation has been given by the housing official to the owner and occupants of the dwelling. Such notice will require the building, structure or portion thereof to be vacated forthwith and not be reoccupied until the specified repairs and improvements are completed, inspected, and approved by the housing official.
 - (4) *Occupancy of dwelling.* No dwelling or dwelling unit which has been condemned and placarded as unfit for human habitation may be used for human habitation until approval is secured from, and such placard is removed by, the housing official. The housing official must remove such placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated.
- (b) *Removal of placard.* No person may deface or remove the placard from any dwelling or dwelling unit which has been condemned as unfit for human habitation and placarded as such pursuant to this section, except as provided in subsection (a)(4) hereof.

(Ord. No. 92-65, § 2(107), 10-27-92; Ord. No. 06-09, § 3, 1-24-06; Ord. No. 21-06, § 4, 2-23-21)

Sec. 22-281. Appeals.

- (a) *Grounds for appeal.* When the application of the requirements of this article would appear to cause undue hardship on an owner or when it is claimed that the true intent and meaning of this article or any of the regulations therein have been misconstrued or wrongly interpreted, the owner of such building or structure, or a duly authorized agent, may appeal the decision of the housing official.
- (b) *Filing; administrative action.*
- (1) An owner receiving an official notice of violation pursuant to section 22-278 may appeal the decision of the housing official to the board of county commissioners. The notice of appeal shall be in writing and shall be filed within 15 days from the date of the notice of violation. The appeal shall state the location of the property, the date of the notice of violation and the number of such notice. The appeal must state the relief requested, the reasons therefor, and the grounds upon which the appeal is made.
 - (2) No appeal filed later than 15 days after the date of such notice shall be acted upon by the board of county commissioners unless the housing official shall consent thereto.
 - (3) Upon receipt of the written notice of appeal, the board of county commissioners shall direct the county administrator to review all aspects of the appeal. It shall be the duty of the county administrator to review the notice of violation and the appeal with the housing official and the county attorney. The county administrator shall be required to take all reasonable steps to resolve the case in question in a manner which is consistent with the requirements of this article.
 - (4) In the event that administrative action as provided for in subsection (b)(3), above, does not result in a satisfactory resolution of the matter, the county administrator shall inform the board of county commissioners in writing that all administrative remedies have been exhausted.

(Ord. No. 92-65, § 2(105), 10-27-92)

Sec. 22-34. Amendments to certain provisions of the Florida Building Code relating to administration. (FOR CLARITY, ONLY THE APPLICABLE EXCERPT FROM THIS SECTION HAS BEEN PROVIDED BY STAFF)

103.5 Unfit or Unsafe Structures.

All structures that are unsafe or unfit are nuisances and are hereby declared unlawful. They shall be abated by repair, rehabilitation, or demolition and removal in accordance with the procedures set forth in this section. This prohibition may be enforced by any other legal, equitable, or administrative means available to Sarasota County, including code enforcement proceedings under Chapter 162, Florida Statutes.

103.5.1 Definitions. The following definitions apply for purposes of this section:

"Interested Parties" is any individual or organization that has submitted to the Building Official within the past year a written request to be notified with respect to the procedures set forth in this section, identifying a specific property by tax parcel identification number or street address.

"Rehabilitation" means the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use.

"Repair" means the replacement of existing work with the same kind of material used in the existing work.

"Structure" means that which is built or constructed. The term "structure" shall be construed as if followed by the words "or part thereof."

"Unfit" means unsanitary, unsuitable or improper for the use or occupancy for which it is intended. Unfit structures include those structures to be used as habitable space that does not meet the minimum requirements for existing buildings as outlined in Chapter 12 and Chapter 34 of the Florida Building Code.

"Unsafe" means structurally unsafe, unstable, inadequately provided with exit facilities, constituting a fire hazard, constituting a hazard to health or safety because of inadequate maintenance, exposure to weather, moisture intrusion, structural decay, dilapidation, obsolescence, abandonment, or otherwise dangerous to the health, safety, or welfare of the occupants thereof or any members of the public.

103.5.2 Authority to Order Vacation, Repair, or Demolition.

- (a) The Building Official is hereby authorized to order the vacation, demolition, and removal of any unfit or unsafe structure, or to order the repair and/or replacement of any part or parts of any structure in the County when such part or parts, by reason of fire, age, decay, moisture intrusion, deterioration, structural defects, improper design, unstable foundation, or termite infestation are dangerous to the occupants thereof, or a menace to public health, or a fire hazard, or is so unsafe as to endanger life or property or to render the use of public streets dangerous.
- (b) In the event the owner of record or other interested parties fail to comply with any condemnation order or compliance agreement within the time therein fixed, the Building Official is authorized to demolish, remove, repair, and/or rehabilitate the unfit or unsafe structure utilizing independent contractors licensed in the State of Florida. The Building Official is also authorized to utilize the services of independent architects, engineers and contractors licensed in the State of Florida to determine the condition of the structure in question, and such costs shall be assessed in the same manner as provided in Section 103.5.9.

103.5.3 Notice of Unfit or Unsafe Structure(s) and Manner of Service.

- (a) When the Building Official verifies the existence of a structure that is unfit or unsafe, the Building Official or his designee shall determine the owner of record of the property upon which the structure is located and shall send a notice to the owner of record as evidenced by the most recent deed recorded

in the public property records, and to all parties whose names appear on the County tax rolls for the parcel of property that the structure is in violation with this section.

- (b) The notice shall describe the unfit or unsafe conditions, and shall indicate that these conditions must be corrected within a reasonable time frame as specified in the notice or else the structure shall be subject to abatement as provided in this section. The notice shall also indicate that a building or demolition permit must be secured prior to the commencement of any corrective work including repair and/or replacement, rehabilitation, or demolition and removal. The reasonable time frame specified in the notice shall supercede the time frames established in Section 104.6.1 of the Sarasota County Building Code.

103.5.4 Placarding Unfit or Unsafe Structures against Human Habitation.

- (a) In addition to sending the Notice to the owner of record and to interested parties, the Building Official shall cause to be posted a notice stating "*This Structure is Unsafe and/or Unfit for Human Habitation*" as defined by Section 103.5.1 at the entrance to the structure. The placard shall remain posted until the required repairs and/or rehabilitation are made or until the structure is demolished.
- (b) Once the structure is posted, it shall be unlawful for any person to enter such a structure except for the purposes of making the required repairs or demolishing it. However, if the structure is occupied at the time of posting, it shall be vacated within fourteen (14) calendar days. Otherwise, no person shall occupy or let to another for occupancy such a placarded structure. The owner shall immediately begin action to vacate the structure and bring it into compliance within the time prescribed. It shall be unlawful for any person to remove or deface the placard that has been posted on an unsafe or unfit building. The placard shall remain until such time as the Building Official orders the placard to be removed.

103.5.5 Extension of Time to Comply with Notice of Unfit or Unsafe Structure(s).

If the owner of record or interested parties are unable to complete the work by the date ordered or to fully comply with the violation notice, they may file a written request to the Building Official stating their reasons, and if justifiable cause is demonstrated as merited by special hardship, unusual difficulty or unique problems such as preserving significant portions and features of a structure of historic or architectural value, the Building Official may grant written reasonable extensions of time.

103.5.6 Condemnation Order and Notice of Intent to Demolish.

- (a) If the unfit or unsafe conditions are not corrected within the specified time indicated on the Notice of Unfit or Unsafe Structure(s), the Building Official shall condemn the unfit or unsafe structure and send a Condemnation Order to the owner of record and other interested parties.
- (b) In addition to sending a Condemnation Order to the owner of record and to interested parties, a copy of the order shall be posted in a conspicuous place upon the unfit or unsafe structure and a Notice of Intent to Demolish shall be recorded with the public records of Sarasota County.
- (c) Ten (10) days prior to authorizing the demolition of any unfit or unsafe structure by County contract, a Notice of Intent to Demolish shall be published in a newspaper of general circulation within Sarasota County. Such notice shall be substantially in the following form:

Notice of Intent to Demolish

Pursuant to Section 22-34(3) of the Sarasota County Code, the owner or other interested parties having failed to either repair or demolish the structure at (address) as ordered by Sarasota County and are hereby notified that Sarasota County will proceed to have the structure demolished on (date), and a lien placed against the property to recover all costs.

To appeal this notice, interested parties must file an appeal with (contact official, address and telephone number) prior to ten (10) calendar days from the date of the Notice of Intent to Demolish.

103.5.7 Authority to Order Rodent Control.

When the County Health Officer verifies the existence of rodent infestation in a structure that is to be demolished or removed, the Building Official may require that a licensed pest control operator exterminate the rodents using ectoparasite control measures to preclude the migration of rodents.

103.5.8 Condition of Lot after Demolition.

A lot from which a structure is demolished shall be sodded, seeded with grass, or otherwise covered with vegetative landscaping within (5) days of the completion of demolition.

103.5.9 Assessment of Cost of Demolition and Lien on Property.

- (a) The Building Official shall assess the entire cost of demolition and removal including asbestos abatement, the sodding or seeding of the lot, and rodent extermination against the real property in the form of a lien. This lien upon such property shall be superior to all others except property taxes, and shall include all administrative costs including postal expenses, the cost of newspaper publications, and the like.
- (b) When the owner of record or other interested parties have abated the unfit or unsafe structure as a result of having received a violation notice, all costs incurred by the County described in subsection (a) shall be assessed against the property in the form of a lien.
- (c) A lien shall be filed in the County's official record book showing the nature of such lien, the amount thereof and an accurate legal description of the property, including the street address and the date of filing, and shall recite the names of all interested parties notified. Such lien shall bear interest from such date as the rate of ten percent (10%) per annum and may be enforceable if unsatisfied after the expiration of one (1) year from the date of filing as other liens may be enforced by the County.

103.5.10 Authority to Enter into a Compliance Agreement.

- (a) The Building Official is hereby authorized to enter into a compliance agreement with the owner, in a form approved by the County Attorney, for the abatement of the unfit or unsafe structure. Such agreement shall be controlling and will govern the subsequent course of action to abate the unsafe or unfit conditions through repair and/or rehabilitation work. All repair and/or rehabilitation work shall conform to the minimum requirements of the Sarasota County Building Code.
- (b) The compliance agreement shall establish completion dates for the submittal of permit documents and for the completion of the repair and/or rehabilitation work. The compliance agreement shall provide for the demolition and removal of the unfit or unsafe structure by Sarasota County if the completion dates are not met. The cost of demolition and removal shall be assessed on the property in the form of a lien.

103.5.11 Appeal Procedure and Appearance before the Board.

- (a) Appeals may be taken for a Condemnation Order or Notice of Intent to Demolish issued pursuant to this division by any interested party who has been aggrieved, except in emergency cases as set forth in Section 103.5.12. Such party is afforded the right of hearing upon payment of a filing fee established by resolution and a written request for such hearing to the Sarasota County Building Code Board of Adjustments and Appeals (the Board) within ten (10) days of receipt of the Condemnation Order or the Notice of Intent to Demolish.
- (b) A Notice of Appeal hearing by the Board shall be published once in a newspaper of general circulation in the County at least ten (10) days prior to the time and place of hearing. After all present and interested parties are heard concerning the structure, the Board may hear testimony from the public

concerning the status of the structure. The Board may authorize the Building Official to proceed with the demolition and removal of the structure, or the Board may authorize the Building Official to enter into a compliance agreement with the owner of record or with a prospective buyer as provided for in Section 103.5.10.

- (c) Any interested party appearing before the Board may appear in person, by counsel or by an agent.
- (d) The Building Official shall advise the owner of record and interested parties in writing of the Board's action by regular mail.

103.5.12 Authority to Act in Emergencies.

- (a) In cases where there is imminent peril to the public health, safety or welfare, or immediate danger to the life or safety of any person, or where the public is endangered by wind, storm, fire or other natural disasters, or where the structure is in imminent danger of collapse from structural decay, the Building Official shall promptly cause such structure to be made safe or cause its removal. For this purpose, the Building Official and the Fire Marshal may at once enter such a structure or the land on which it stands or abutting land or structures, to perform an inspection with such assistance and at such cost as may be deemed necessary.
- (b) Upon inspection, the Building Official and the Fire Marshal shall jointly determine whether or not the structure requires immediate emergency demolition to maintain the public's health, safety and welfare. A written report will document the results of these inspections.
- (c) The Building Official may order the vacation of adjacent structures and may require the protection of the public by appropriate fencing or such other means as may be necessary, and for this purpose may close a public or private way.
- (d) Upon determination by the Building Official and the Fire Marshal to proceed with demolition, exterior and interior photographs of the structure will be taken when feasible. Written notification of intent to demolish the structure will be sent by certified mail to the owner of record and interested parties. This written notification shall document the cause for demolition. However, failure to effect personal notice upon the owner of record or interested parties shall not prevent the County from demolishing the structure and placing a lien on the property for the County's costs.

103.5.13 Authority to Secure Open and Vacant Structures.

- (a) The Building Official is hereby authorized to secure all open and vacant structures. Before securing any such structure, the Building Official shall notify the current owner of record by certified mail at least five (5) days prior to proceeding. Upon receipt of the notification, the owner of record may secure the structure, or may appeal the determination that a structure is open and vacant by filing with the Building Official a Notice of Appeal to the Building Code Board of Adjustments and Appeals.
- (b) All openings including open windows and doors shall be secured with exterior plywood and suitably coated with an appropriate neutral paint color blending with or harmonizing with the exterior colors of the building so as to be as inconspicuous as possible.
- (c) Where an open and vacant structure is secured by Sarasota County after written notice to the owner of record, the Building Official shall assess the entire cost of securing, including all administrative costs against the property in the form of a lien recorded in the public records of Sarasota County.
- (d) All open and vacant structures that have been secured also shall be subject to inspection and the owner of record shall be assessed a fee for each inspection. For the purpose of ensuring that the structure is locked and secured, inspections will be conducted at thirty (30) day intervals and a fee of \$50.00 for each inspection will be assessed against the property in the form of a lien.

103.5.14 Private Residential Swimming Pool Barriers. In addition to the residential swimming pool barrier requirements in the Florida Building Code, private residential swimming pools shall be completely surrounded by an effective barrier or fence that complies with the requirements of the building code and Chapter 515, Florida Statutes. Enclosures, fences and barriers required for private residential swimming pools shall be maintained in compliance with the applicable building code and Chapter 515, Florida Statutes. No existing enclosure or fence shall be replaced or changed in a manner that reduces its effectiveness as a safety barrier. This provision, including the requirements of Chapter 515, Florida Statutes, shall apply to existing private residential swimming pools.

Since 9/27/24

INSPECTIONS 3926 (TOTAL) 3146 (PASSED) 779 (FAILED)

PERMIT INFO as of 6/11/25

- Total Applications processed: 2813 APPLICATIONS WAITING TO BE REVIEWED: 0 APPLICATIONS RETURNED DUE TO MISSING INFORMATION: 78
- Permits apps currently under review: 138 Permits apps waiting on information from applicant: 182 Total permits applications to be reviewed: 320
- Permits Issued: 2492 (commercial: 729 residential: 1763)

By type:

WINDOWS/DOORS: 124

DECK: 7

FULL DEMO: 145

DOCK/LIFT: 24

DRIVEWAY: 5

ELECTRICAL: 133

ELEVATING STRUCTURE: 4

FENCE: 29

FIRE ALARM/SPRINKER : 19

GAS: 3

GARAGE DOOR: 37

GENERATOR: 4

INTERIOR DEMO: 878

INTERIOR REMODEL: 748

MECHANICAL: 164

NEW RESIDENTIAL BUILDING: 3

PLUMBING: 32

RIGHT OF WAY: 2

ROOF: 103

SEAWALL: 8

SHUTTER: 10

SOLAR: 4

SWIMMING POOL: 6

SUBSTANTIAL DAMAGE DETERMINATION LETTERS ISSUED: 1372

City of Madeira Beach

Refunding of 2013 Capital Improvement Revenue Bonds

June 25, 2025

PFM Financial
Advisors LLC

200 S. Orange Avenue,
Suite 760
Orlando, FL 32801

407-648-2208
pfm.com



Overview of 2013 Bonds & Bank Loan RFP

- \$3,620,000 of the City's Capital Improvement Revenue Bonds, Series 2013 are available to be currently refunded without any prepayment penalty
- The City's Financial Advisor (PFM) circulated a Bank Loan RFP to over 70 banking institutions to gauge interest in the refunding opportunity
 - Responses from Lenders were due by June 3rd
 - Requested fixed rate, tax-exempt bank loan offers to match the current 18-year remaining term of the 2013 Bonds
- The City received two term sheets to the Bank Loan RFP
 - Republic Bank
 - Webster Bank



Summary of Bank Loan RFP Responses

- **Republic Bank**

- Fixed Rate of 5.30% for first 5-years, subject to interest rate being reset every 5-years (interest rate not held to maturity)
- Based on Republic Bank's proposal, a refunding of the 2013 Bonds would not produce savings

- **Webster Bank**

- Fixed Rate of 4.60% held through 2043 maturity date
- Optional Call Provisions
 - Years 1-5: Non-Callable
 - Years 6-7: 2% Prepayment Penalty
 - Year 8: 1% Prepayment Penalty
 - After Year 8: Prepayable without Penalty



Refunding Savings and Issuance Costs

- Based on the Webster Bank term sheet, a refunding of the 2013 Bonds is expected to result in approximately \$37,000 (1%) Net Present Value Savings (NPV)
 - The \$37,000 of NPV Savings is after payment of issuance costs
- Equates to approximately \$3,000 per year of annual debt service cash flow savings through 2043 (total of \$56,000)
- The costs related to issuance (to be paid by the bank loan proceeds) is equal to approximately \$59,000 as detailed below:

Costs of Issuance	Amount
Bond Counsel Fee	\$20,000.00
Bond Counsel Expenses	2,500.00
City Attorney Fee (est)	15,000.00
Financial Advisor Fee	15,000.00
Financial Advisor Expenses	500.00
Lender's Counsel Fee	5,000.00
Miscellaneous	<u>1,166.67</u>
Total	\$59,166.67



Additional Benefits of Refunding 2013 Bonds

- The 2013 Bonds are the City's only Public Debt Issuance, other debt financings are direct bank loans
- Public Debt Issuances require ongoing additional administrative work and expenses compared to bank loans:
 - Credit Ratings: require updates with Moody's Investor Service
 - Continuing Disclosure: public posting of material events and financial information
- If the 2013 Bonds were refunded the City could end its engagement with Digital Assurance Certification (DAC), which assists the City with Continuing Disclosure
 - Would save \$2,500 per year in DAC fees, estimated total of \$45,000 savings over the next 18-years
- With the prepayment flexibility of the Webster Bank offer, the City will have the opportunity to refund again in the future (after 5-years) for more savings if the interest rate environment trends lower



Madeira Beach Options Moving Forward

- The City can either elect to proceed with Webster Bank offer OR elect to reject all offers

Proceed with Webster Bank Offer

- Webster Bank is willing to hold the fixed rate until July 31st
- Tentative Schedule for Closing 2025 Refunding Bank Loan:
 - June 27th: Bond Counsel Drafts Financing Documents
 - July 2nd: Agenda Deadline for July 9th City Commission Meeting
 - July 9th: Commission Meeting to Approve Refunding Bank Loan
 - July 31st: Closing of 2025 Refunding Bank Loan

Reject All Offers

- City can wait and see if interest rates decline and re-circulate Bank Loan RFP in the future
- No costs to be paid by City if it is decided to reject all responses at this time



Potential Savings in Lower Interest Rate Environment

- Due to the relatively small amount of outstanding principal (\$3,620,000), the potential savings in the future are limited
- Below is an example of estimated debt service savings if interest rates reduced 0.20% - 0.80% from the proposed 4.60% interest rate of the Refunding Bank Loan

	3.80% Rate	4.00% Rate	4.20% Rate	4.40% Rate	4.60% Rate
Total NPV Savings (\$)	\$275,000	\$212,000	\$150,000	\$89,000	\$37,000
Total NPV Savings (%)	7.6%	5.8%	4.1%	2.4%	1.0%
Annual Cash Flow Savings	\$21,000	\$16,000	\$12,000	\$7,000	\$3,000
Total Cash Flow Savings	\$386,000	\$303,000	\$218,000	\$132,000	\$56,000

- For example, if the interest rate on the Refunding Bank Loan was 0.80% lower (3.80%) the City could expect annual cash flow savings would increase approximately \$18,000



Disclosures

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Memorandum

Meeting Details: June 25, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Beach Groin Restoration Project update June Workshop 2025

Background

Dune restoration project substantially completed as of June 14, 2025.

- Minor punch list items needing to be completed as seen in attached pictures
- 22 Beach Groins fortified with vinyl sheets and poured with concrete
- \$1,750,000 grant funded from FDEP
- Substantial completion letter sent to Speeler Foundation dated June, 14, 2025

Fiscal Impact

Contract Price approved by BOC

Recommendation(s)

Staff update

Attachments

- **Pictures**





#21



#21



#20





#19

