



**BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
Wednesday, January 10, 2024 at 2:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708**

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

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE - City Attorney Thomas Trask**
3. **ROLL CALL**
4. **APPROVAL OF THE AGENDA**
5. **PROCLAMATIONS - Mayor/City Clerk**

A. Certified Registered Nurse Anesthetist Week; January 21-27, 2024

6. **PRESENTATIONS (limited to 10 minutes each)**

A. Introduction of New Hires

B. Fire Crew of the Year, 2024

C. Fire Inspector Reclassification to Fire Marshal

D. Lieutenant Promotion

7. **PUBLIC COMMENT**

Public participation is encouraged. If you are addressing the Commission, step to the podium and state your name and address for the record. 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. It is not mandatory to complete a comment card.

For any quasi-judicial public hearings that might be on the agenda, an affected person may become a party to a quasi-judicial proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a notice of intent to be a party with the Community Development Director not less than five days prior to the hearing.

8. CONSENT AGENDA

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

[A.](#) 2023-12-13, BOC Regular Meeting Minutes

9. PUBLIC HEARINGS

[A.](#) Ordinance 2023-21, Dune Protection and Beach Debris - 2nd Reading and Public Hearing

[B.](#) Ordinance 2023-33, Amendment to Capital Improvement Element of the Comprehensive Plan - 2nd Reading and Public Hearing

[C.](#) Ordinance 2024-01, Calling the March 19, 2024 Municipal Election - 1st Reading & Public Hearing

10. UNFINISHED BUSINESS

11. CONTRACTS/AGREEMENTS

[A.](#) FY24 Capital Garbage Truck lease approval

[B.](#) RFP# 2023-09 Patriot Park Dock Replacement Bid Acceptance and Approval

12. NEW BUSINESS

13. STAFF REPORTS

[A.](#) City Clerk Report - January 2024

14. AGENDA SETTING - January 24, 2024 BOC Regular Workshop Meeting

A. Live-aboards, Boats Anchoring

B. Update on Stuart Park Resident Parking

C. Update on Fitness Center

D. JPV Zoning

15. REPORTS/CORRESPONDENCE

- A. Board of Commissioners**
- B. City Attorney**
- C. City Manager**
- D. City Clerk**

16. ADJOURNMENT

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

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

PROCLAMATION

DESIGNATING JANUARY 21-27, 2024 AS CERTIFIED REGISTERED NURSE ANESTHETIST WEEK IN THE CITY OF MADEIRA BEACH.

WHEREAS: Certified Registered Nurse Anesthetists (CRNAs) are advanced practice registered nurses. Providing anesthesia care to patients in the United States for more than 150 years, CRNAs are among the nation's most trusted professions.

WHEREAS: Legislation passed by Congress in 1986 made nurse anesthetists/anesthesiologists the first nursing specialty to be accorded direct reimbursement rights by Medicare; and

WHEREAS: CRNAs are primary anesthesia providers in rural and underserved communities and continue to be the primary providers of anesthesia care to U.S. military personnel; and

WHEREAS: CRNAs practice in every setting in which anesthesia is delivered—from traditional hospital surgical suites and obstetrical delivery rooms to critical access hospitals; from ambulatory surgical centers to the offices of dentists, podiatrists, ophthalmologists, pain managements specialists and more; and

WHEREAS: CRNAs are qualified to make independent judgements regarding all aspects of anesthesia care based on their education, training, and licensure; and

WHEREAS: CRNAs are trusted anesthesia experts, caring for patients safely and compassionately, delivering specialized, cost-effective care to all patients—from newborns to seniors—for every type of procedure in all types of facilities; and

WHEREAS: CRNAs' experience in critical care nursing in addition to anesthesia care, provides the training and education to address unique healthcare challenges of some of our sickest patients, including veterans; and

NOW, THEREFORE, let it be resolved that the City of Madeira Beach, Pinellas County, Florida, and I, Mayor James "Jim" Rostek, hereby proclaim the week of January 21-27, 2024, to be known as

Certified Registered Nurse Anesthetist Week

and encourage everyone to observe this week to recognize and acknowledge their important role in providing high-quality care to the public.

IN WITNESS WHEREOF, I have set my hand and caused the Official Seal of the City of Madeira Beach, Pinellas County, and the State of Florida to be affixed this 10th day of January 2024.



James "Jim" Rostek, Mayor



MEMORANDUM

TO: Hon. Mayor and Board of Commissioners
THROUGH: Robin Gomez, City Manager
FROM: Clint Belk, Fire Chief
DATE: January 10, 2024
RE: Introduction of New Hires

Background

It is my pleasure to introduce new members of the Madeira Beach Fire Department.

Mario Barbara, Firefighter/Paramedic	Date of Hire 11/07/2022
John Mortellitte, Firefighter/Paramedic	Date of Hire 10/09/2023
Chase Halfast, Firefighter/EMT	Date of Hire 10/09/2023
Kyle Watts, Firefighter/EMT	Date of Hire 10/09/2023

Fiscal Impact

N/A





MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Robin Gomez, City Manager

FROM: Clint Belk, Fire Chief

DATE: January 10, 2024

RE: Fire Crew of the Year

Background

Annually, MBFD allows the members of the department to vote on who will be the next Firefighter of the Year. This year the entire A shift crew has been named the Fire Crew of the Year by Chief Belk. There were many major calls they responded to including the Alligator Attraction fire in July and numerous water rescues with multiple rescues.

Lt. George Hill
DE Jamie McGaughey
FF/PM John Sleppy, now promoted Lt.
FF/PM Nick Lucas

Fiscal Impact

N/A





MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Robin Gomez, City Manager

FROM: Clint Belk, Fire Chief

DATE: January 10, 2024

RE: Fire Inspector Reclassification to Fire Marshal

Background

Fire Inspector Raul Perez has served in this role since promoting from Firefighter/Paramedic in 2020. He has successfully completed the department mandated arson investigation classes and has shown proficiency in all aspects of the Fire Prevention division.

Raul Perez

Fiscal Impact

N/A





MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Robin Gomez, City Manager

FROM: Clint Belk, Fire Chief

DATE: January 10, 2024

RE: Lieutenant Promotion

Background

Madeira Beach Fire Department held a lieutenant promotion assessment followed by the resignation of Tom McClave.

The promotional assessment was held on November 3, 2023. It comprised of a written examination, several tactical scenarios, and interviews in front of a panel. Each section was given a scoring system. The department had three very qualified candidates with scores just points away from one another.

The Madeira Beach Fire Department is pleased to announce the promotion of John Sleppy to Lieutenant of C shift. FF Sleppy has served the department for nearly 10 years. During this tenure, he has taken on the responsibilities of Acting Driver, Acting Lieutenant and Marine Training Instructor. With this promotion Lt. Sleppy will also take on the role of the Department's Training Officer.

John Sleppy

Date of Hire 02/03/2014

Promotion 11/17/2023

Fiscal Impact

N/A





MINUTES

BOARD OF COMMISSIONERS REGULAR MEETING DECEMBER 13, 2023 2:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular meeting at 2:00 p.m. on December 13, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: James "Jim" Rostek, Mayor
Ray Kerr, Vice Mayor/Commissioner District 2
David Tagliarini, Commissioner District 1
Eddie McGeehen, Commissioner District 3
Anne-Marie Brooks, Commissioner District 4

MEMBERS ABSENT:

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

1. CALL TO ORDER

Mayor Rostek called the meeting to order at 2:00 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

4. APPROVAL OF THE AGENDA

Mayor Rostek said Agenda Item 9. M., 2COP Alcoholic Beverage License Application ABP 2023-06 Barefoot Beach Club was pulled from the agenda.

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

ROLL CALL:

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

The motion carried 5-0.

5. PROCLAMATIONS

There were no proclamations.

6. PRESENTATIONS

A. GFOA Certificate of Achievement for Excellence in Financial Reporting.

Mayor Rostek read the GFOA Certificate of Achievement for excellence in financial reporting.

Finance Director Andrew Laflin thanked the finance team and auditors for their excellent work.

7. PUBLIC COMMENT

Happy Price, 13319 Boca Ciega Avenue and Chairperson of the Board of Trustees for the Gulf Beaches Public Library announced the grand re-opening of the Gulf Beaches Public Library on January 25, 2024, from 5:00 p.m. to 8:00 p.m. and invited all to come. The library will have a future fundraising event to sell commemorative bricks for \$100.00 each.

Bill Gay, 423 150th Ave., gave a five-minute PowerPoint presentation about the lawsuit on Madeira Beach Town Center projects. Over time, changes were made to the Cambria Hotel, and a lot of green space was eliminated. The building is no longer in compliance with the setbacks. The major changes in the planned development never went through the approval process.

Ms. Price said the same person complaining about the lack of green space around the Cambria Hotel is the same person who filed lawsuits forcing the Cambria to be shorter and wider.

Commissioner Brooks asked if residents could be notified to bring their presentations in a timely manner if they wanted them on the screen.

8. CONSENT AGENDA

A. Approval of Minutes

- **2023-11-08, BOC Regular Meeting Minutes**
- **2023-11-25, BOC Regular Workshop Meeting Minutes**

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

ROLL CALL:

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

The motion carried 5-0.

9. PUBLIC HEARINGS

A. Ordinance 2023-34, Changing the Candidate Qualifying Period – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-34 by title only:

ORDINANCE 2023-34

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA PROVIDING FOR BALLOT TITLE, BALLOT QUESTION AND TEXT FOR PROPOSED REFERENDUM QUESTION TO BE PLACED ON MARCH 19, 2024 ELECTION BALLOT; PROVIDING FOR AN AMENDMENT TO THE CHARTER CHANGING THE QUALIFYING PERIOD TO THE FIRST FULL WEEK IN DECEMBER INSTEAD OF THE FIRST TWO FULL WEEKS IN DECEMBER; PROVIDING FOR THE ELECTION DATE; PROVIDING FOR COORDINATION WITH THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

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

There was no discussion among the Board.

Commissioner Brooks motioned to adopt Ordinance 2023-34, Changing the Candidate Qualifying Period, after 2nd Reading and Public Hearing. Commissioner Tagliarini seconded the motion.

ROLL CALL:

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

Commissioner McGeehen "YES"
Mayor Rostek "YES"

The motion carried 5-0.

B. Ordinance 2023-35, Smoking on Public Parks and Beaches – 2nd Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2023-35 by title only:

ORDINANCE 2023-35

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING ARTICLE VI - RESTRICTIONS RELATING TO SMOKING IN OR ON PUBLIC BEACHES AND PUBLIC PARKS OF CHAPTER 58 OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO ESTABLISH RESTRICTIONS RELATING TO SMOKING IN OR ON PUBLIC BEACHES AND PUBLIC PARKS; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR THE PROHIBITION OF SMOKING IN OR ON PUBLIC BEACHES AND PUBLIC PARKS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR POSTING OF NO SMOKING SIGNS; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

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

There was no discussion among the Board.

Vice Mayor Kerr motioned to adopt Ordinance 2023-35, Smoking Restrictions on Public Parks and Beaches, after 2nd Reading and Public Hearing. Commissioner Brooks seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

C. Ordinance 2023-19, Definitions to be Consistent with Forward Pinellas – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-19 by title only:

ORDINANCE 2023-19

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 82-2 (DEFINITIONS) OF CHAPTER 82 (GENERAL PROVISIONS) OF THE CITY’S LAND DEVELOPMENT CODE TO ADD DEFINITIONS FOR COMMERCIAL/BUSINESS SERVICE USE, COMMERCIAL RECREATION USE, INSTITUTIONAL USES, MIXED USE, NET LAND AREA, NONRESIDENTIAL USE, OFFICE USE, PERSONAL SERVICE/OFFICE SUPPORT USE, PUBLIC EDUCATIONAL FACILITY, RECREATION/OPEN SPACE USES, RESIDENTIAL EQUIVALENT USE, RESIDENTIAL USE, RETAIL COMMERCIAL USE, STORAGE/WAREHOUSE/DISTRIBUTION – LIGHT, TRANSPORTATION/UTILITY USES, VACATION RENTAL USE AND WORKING WATERFRONT; TO REVISE THE DEFINITION OF MULTIFAMILY UNDER THE DEFINITION OF DWELLING UNIT; TO REVISE THE DEFINITIONS OF FLOODWAY, FLOOR AREA RATIO (FAR) AND IMPERVIOUS SURFACE RATIO (ISR); PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

There was no discussion among the Board.

Vice Mayor Kerr motioned to adopt after 2nd Reading and Public Hearing, Ordinance 2023-19, Definitions to be Consistent with Forward Pinellas. Commissioner Brooks seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

D. Ordinance 2023-21, Dune Protection and Beach Debris - 1st Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2023-21 by title only:

ORDINANCE 2023-21

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE III (BEACH DEBRIS) OF CHAPTER 42 (OFFENSES AND MISCELLANEOUS PROVISIONS) OF THE MADEIRA BEACH CODE OF ORDINANCES TO AMEND THE PURPOSE TO INCLUDE COMMERCIAL PROPERTY; INCLUDE COMMERCIAL PROPERTY IN THE DEFINITIONS; ADD COMMERCIAL PROPERTY AND PROVISION RELATING TO BLOCKING PATHWAYS TO OBSTRUCTIONS ON THE BEACH PROVISION; REQUIRE PROPERTY TO BE STORED INSIDE DURING A NAMED STORM EVENT; INCLUDE COMMERCIAL PROPERTY IN LEAVE NO TRACE INFORMATIONAL SIGNS IN RENTAL UNITS; ADD PROHIBITION REGARDING CROSSING DUNES AND THE REMOVAL OF VEGETATION ON DUNES; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Commissioner Tagliarini asked if it was to amend an existing ordinance. Community Development Director Jenny Rowan said it would help the deputies with better enforcement on the beach.

Mayor Rostek asked if they should amend it to add “public walkways” so there would not be any potential legal issues.

The City Manager said the ordinance is intended to prevent people from blocking access points.

Public Works Director Megan Wepfer said if people are allowed to block their accessways, then people go through the dunes. The City is trying to protect the dunes.

The consensus of the Board was to leave the language as it is.

Commissioner Tagliarini motioned to approve Ordinance 2023-21, Dune Protection and Beach Debris as written after 1st Reading and Public Hearing. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

E. Ordinance 2023-22, Future Land Use Element to be Consistent with Forward Pinellas – 2nd Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2023-22 by title only:

ORDINANCE 2023-22

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING POLICY 4.1.1.1 TO INCORPORATE THE PROVISIONS OF POLICIES 4.1.1.2 AND 4.1.1.3 OF THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO REFORMAT EACH LAND USE CATEGORY INTO A MATRIX, INCLUDE THE COUNTYWIDE PLAN LAND USE CATEGORIES, AND INCLUDE ALLOWED USES CONSISTENT WITH THE COUNTYWIDE PLAN; RENUMBERING POLICY 4.1.1.4 TO POLICY 4.1.1.2; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

Mayor Rostek opened to public comment.

Bill Gay, 423 150th Ave., asked the following questions to City Attorney Trask and Director Rowan on record to confirm their advice to the City regarding the amendment to the City's Comprehensive Plan and Development Regulations:

- Mr. Trask drafted the ordinance, and Ms. Rowen was in contact with the county. She told the Commissioners and the residents the ordinances in front of the City are required by the county, or else the county might sue the City. Is that true?
- Did anyone from the county tell you the county would sue the City if it did not make the ordinances consistent?
- Mr. Trask's firm represents a number of municipalities in Pinellas County. Have you advised other municipalities to amend the Comprehensive Plan and Land Development Regulations in the same way you advised the Madeira Beach Commission? Why? Why not? You do not recall?
- According to Mr. Gay's lawyer, after he made a public records request the county's public records report showed there was no record of the county ever suing any municipality for being inconsistent with its plan. There was not even a letter to any municipality warning of any such action.
- Are there any changes to the proposed ordinance that increase density even with a development agreement anywhere in the City? Are there any provisions in any of the ordinances that would permit the reduction or relaxation of any development requirements?

If they could not answer the questions, he did not think they should adopt the ordinances until it could be explained in detail any increase in density intensity or any other development criteria to the public.

The Mayor asked Mr. Gay to email his questions to the City Manager. The City Manager would forward the questions to the appropriate department and copy the Board. Mr. Gay said he would.

Commissioner Tagliarini said he thought they were complying with the county plan when they voted on it the first time. There would not be an increase in densification intensity in future development. Director Rowan said they are not consistent with the county, and right now, they exceed the county. They would be bringing the numbers down to what they should be. Commissioner Tagliarini asked if there were any increases by right. Director Rowan said no, only decreases by right.

Vice Mayor Kerr said they should approve it and move on. He did not see any negative to complying with the county regulations.

Commissioner Brooks said the county asked them to change it several years ago and it did not get addressed. It is a necessary change. They need to become compliant.

Vice Mayor Kerr motioned to adopt Ordinance 2023-22, Future Land Use Element to be consistent with Forward Pinellas, after 2nd Reading and Public Hearing. Commissioner Brooks seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

F. Ordinance 2023-26, R-3 Medium Density Multifamily Residential Zoning District to be Consistent with the Countywide Plan – 2nd Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2023-26 by title only:

ORDINANCE 2023-26

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 (R-3, MEDIUM DENSITY MULTIFAMILY RESIDENTIAL) OF ARTICLE V (DISTRICTS) OF CHAPTER 110 (ZONING) OF THE CITY'S LAND DEVELOPMENT CODE TO AMEND THE PURPOSE AND INTENT OF THE R-3 DISTRICT; ADD VACATION RENTAL, TEMPORARY LODGING AND INSTITUTIONAL AS PERMITTED USES; ADD RETAIL COMMERCIAL AND PERSONAL SERVICE USES AS AN ACCESSORY USE; REVISE THE SPECIAL EXCEPTION USES FOR STANDALONE RETAIL COMMERCIAL AND PERSONAL SERVICE USES; ADD RETAIL COMMERCIAL TO BUILDING SITE REQUIREMENTS AND MAXIMUM DENSITY FOR

RESIDENTIAL DWELLING, VACATION RENTAL UNITS AND TEMPORARY LODGING UNITS IN SECTION 110-230; ADD SETBACK REQUIREMENTS FOR TEMPORARY LODGING AND RETAIL COMMERCIAL; AMEND MAXIMUM LOT COVERAGE PROVISIONS; AMEND BUFFERING REQUIREMENTS FOR TEMPORARY LODGING; ADD SPECIAL REQUIREMENTS FOR TEMPORARY LODGING, ALTERNATIVE TEMPORARY LODGING USE STANDARDS AND STAND-ALONE RESTAURANTS AND RETAIL COMMERCIAL USES; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Vice Mayor Kerr said it would bring them into compliance.

Commissioner Brooks motioned to adopt Ordinance 2023-26, R-3 Medium Density Multifamily Residential Zoning District to be consistent with the Countywide Plan, after 2nd Reading and Public Hearing. Vice Mayor Kerr seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

G. Ordinance 2023-27, C-1 Tourist Commercial Zoning District to be Consistent with the Countywide Plan – 2nd Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2023-27 by title only:

ORDINANCE 2023-27

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 5 (C-1, TOURIST COMMERCIAL) OF ARTICLE V (DISTRICTS) OF CHAPTER 110 (ZONING) OF THE CITY'S LAND DEVELOPMENT CODE TO AMEND THE PURPOSE AND INTENT OF THE C-1 DISTRICT; REVISE PERMITTED USES TO INCLUDE RESIDENTIAL, VACATION RENTAL, PERSONAL SERVICE, OFFICE, OFFICE SUPPORT, RETAIL COMMERCIAL, BUSINESS SERVICE, COMMERCIAL AND TEMPORARY LODGING; DELETE COMMERCIAL, RECREATION AND ENTERTAINMENT FACILITIES AS SPECIAL EXCEPTION USES; ADD INSTITUTIONAL AND

COMMERCIAL RECREATION AS SPECIAL EXCEPTION USES; ADD RETAIL COMMERCIAL AND RESIDENTIAL DWELLING UNITS TO BUILDING SITE REQUIREMENTS AND MAXIMUM DENSITY FOR VACATION RENTAL UNITS AND TEMPORARY LODGING UNITS IN SECTION 110-260; REVISE REFERENCE FOR PERMITTED USES OF SIDE YARDS IN SETBACK REQUIREMENTS; AMEND MAXIMUM LOT COVERAGE PROVISIONS; ADD SPECIAL REQUIREMENTS FOR ALTERNATIVE TEMPORARY LODGING USE STANDARDS AND INSTITUTIONAL USES OTHER THAN PUBLIC EDUCATIONAL FACILITIES; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Commissioner Tagliarini asked if there were any changes since the first reading. Director Rowan said no.

Commissioner Tagliarini motioned to adopt Ordinance 2023-27, Tourist Commercial Zoning District to be consistent with the Countywide Plan. Vice Mayor Kerr seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

H. Ordinance 2023-28, C-2 John’s Pass Marine Commercial Zoning District to be Consistent with the Countywide Plan – 2nd Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2023-28 by title only:

ORDINANCE 2023-28

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 6 (C-2, JOHN’S PASS MARINE COMMERCIAL) OF ARTICLE V (DISTRICTS) OF CHAPTER 110 (ZONING) OF THE CITY’S LAND DEVELOPMENT CODE TO AMEND THE PURPOSE AND INTENT OF THE C-2 DISTRICT; DELETE RETAIL AND ADD COMMERCIAL, COMMERCIAL RECREATION AND RETAIL COMMERCIAL AS PERMITTED USES; DELETE THE C-2, JOHN’S PASS MARINE COMMERCIAL DISTRICT SPECIAL REQUIREMENTS;

**PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION;
AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Commissioner Tagliarini asked if it provided for any increases in by right densification. Director Rowan said no, and it has not changed since first reading.

Commissioner Brooks motioned to adopt Ordinance 2023-28, C-2 John’s Pass Marine Commercial Zoning District to be consistent with the Countywide Plan, after 2nd Reading and Public Hearing. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

I. Ordinance 2023-29, C-3 Retail Commercial Zoning District to be Consistent with the Countywide Plan – 2nd Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2023-29 by title only:

ORDINANCE 2023-29

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 7 (C-3, RETAIL COMMERCIAL) OF ARTICLE V (DISTRICTS) OF CHAPTER 110 (ZONING) OF THE CITY’S LAND DEVELOPMENT CODE TO AMEND THE PURPOSE AND INTENT OF THE C-3 DISTRICT; DELETE BUSINESS OFFICE, FINANCIAL SERVICE USES AND TOURIST DWELLING UNITS AS PERMITTED USES; ADD RETAIL COMMERCIAL, COMMERCIAL, OFFICE SUPPORT, BUSINESS SERVICE, MULTIFAMILY RESIDENTIAL, VACATION RENTAL AND TEMPORARY LODGING AS PERMITTED USES; DELETE ENTERTAINMENT FACILITIES, BUSINESS AND FINANCIAL SERVICES AND MEDICAL MARIJUANA DISPENSARIES AS SPECIAL EXCEPTION USES; ADD INSTITUTIONAL AS RELIGIOUS USE, RETAIL COMMERCIAL AND BUSINESS SERVICES AS SPECIAL EXCEPTION USES; DELETE TOURIST DWELLING AND MULTIFAMILY UNITS FROM BUILDING SITE REQUIREMENTS; ADD VACATION RENTAL AND TEMPORARY LODGING UNITS, MULTIFAMILY AND VACATION RENTAL UNITS LOT SIZE

REQUIREMENTS, AND REVISE LOT WIDTH REQUIREMENTS FOR RESIDENTIAL, VACATION RENTAL UNITS AND TEMPORARY LODGING UNITS WITHIN BUILDING SITE REQUIREMENTS IN SECTION 110-320; REVISE THE DENSITY REQUIREMENTS FOR RESIDENTIAL OR VACATION RENTAL DWELLING UNITS; ADD REFERENCE TO ALTERNATIVE TEMPORARY LODGING USE STANDARDS IN CG AND R/O/R FUTURE LAND USE CATEGORIES; AMEND MAXIMUM LOT COVERAGE TO ALLOW FOR NONRESIDENTIAL/COMMERCIAL USE ONLY; DELETE TOURIST DWELLINGS AND ADD TEMPORARY LODGING TO BUFFERING REQUIREMENTS; ADD REQUIREMENTS FOR VACATION RENTALS AND TEMPORARY LODGING UNITS IN SPECIAL REQUIREMENTS; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Commissioner Tagliarini asked if it allowed for any increases by right, impervious surface ratios or intensification of any kind. Director Rowen said no, it is decreasing the by right. It increases the intensification by the alternative temporary lodging use standards.

Vice Mayor Kerr motioned to adopt Ordinance 2023-29, C-3 Retail Commercial Zoning District to be consistent with the Countywide Plan, after 2nd Reading and Public Hearing. Commissioner Tagliarini seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

J. Ordinance 2023-30, C-4 Marine Commercial Zoning District to be Consistent with the Countywide Plan – 2nd Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2023-30 by title only:

ORDINANCE 2023-30

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 8 (C-4, MARINE COMMERCIAL) OF ARTICLE V (DISTRICTS) OF CHAPTER 110 (ZONING) OF THE CITY’S LAND DEVELOPMENT CODE TO AMEND THE PURPOSE AND INTENT OF

THE C-4 DISTRICT; DELETE RESTAURANTS, TOURIST DWELLING UNITS AND RETAIL AS PERMITTED USES; ADD RETAIL COMMERCIAL, TEMPORARY LODGING UNITS, COMMERCIAL/BUSINESS SERVICE USE AND RESIDENTIAL AND VACATION RENTAL UNITS AS PERMITTED USES; DELETE ENTERTAINMENT FACILITIES AND FINANCIAL SERVICES AND ADD COMMERCIAL, BUSINESS SERVICE AND INSTITUTIONAL AS RELIGIOUS USE AS SPECIAL EXCEPTION USES; DELETE TOURIST DWELLING AND ADD TEMPORARY LODGING AND VACATION RENTAL UNITS TO BUILDING SITE REQUIREMENTS AND MAXIMUM DENSITY IN SECTION 110-350; ADD REFERENCE TO ALTERNATIVE TEMPORARY LODGING USE STANDARDS IN CG AND R/O/R FUTURE LAND USE CATEGORIES; DELETE TOURIST DWELLING UNITS AND ADD TEMPORARY LODGING UNITS IN BUILDING SETBACK REQUIREMENTS; AMEND MAXIMUM LOT COVERAGE PROVISIONS TO DELETE REFERENCE TO TEMPORARY LODGING USES; AMEND BUFFERING REQUIREMENTS FOR TEMPORARY LODGING; ADD SPECIAL REQUIREMENTS FOR VACATION RENTALS AND TEMPORARY LODGING UNITS; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Vice Mayor Kerr motioned to adopt Ordinance 2023-30, C-4 Marine Commercial Zoning to be consistent with the Countywide Plan, after 2nd Reading and Public Hearing. Commissioner Brooks seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

K. Ordinance 2023-33, Amendment to Capital Improvement Element of the Comprehensive Plan – 1st Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2023-33 by title only:

ORDINANCE 2023-33

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2024 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Director Rowan said it is done every year. The City is required by Florida Statutes to update its five-year Capital Improvement Program within the Comprehensive Plan. It takes the numbers from the approved budget and puts them in the Comprehensive Plan.

The City Attorney said it is more detailed than it has been in the past.

Commissioner Tagliarini motioned to approve Ordinance 2023-33, Amendment to Capital Improvement Element of the Comprehensive Plan, after 1st Reading and Public Hearing. Commissioner Brooks seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

L. Forward Pinellas Alternative Compromise for the John’s Pass Village Activity Center Plan

Director Rowan reviewed the item. If approved, it would go to Forward Pinellas for the County’s approval. It would come back to the Board for final approval and adoption of Ordinances 2023-01 and 2023-02. Staff finds the Neighborhood Center level appropriate.

Director Rowan said there was a minor change to include the impervious surface ratio cap to .85, and that can be decreased throughout the zoning.

Commissioner Tagliarini said he did not see any acre averages in the properties. Director Rowan said correct. The larger numbers would be in the Alternative Temporary Lodging Use Standards where Development Agreements are required.

Commissioner Tagliarini asked if it could only be applied in case of a catastrophic event. He asked if there was anything that would prevent a property owner from rebuilding something bigger on

several lots after tenants leave. The City Attorney said the City does not have a role in the connection between a tenant and landlord. Director Rowan said the property owner could unify multiple parcels together. Commissioner Tagliarini said property owners did not have to wait for a hurricane to knock the buildings down, and the Activity Plan restrictions would apply to what they would build next. Director Rowan said it was assuring compatible redevelopment that matches the current character.

The City Attorney reminded the Board they are not voting on the ordinance. They are voting on whether the alternative compromise is acceptable.

Mayor Rostek opened to public comment.

Bill Gay, 423 150th Ave., said it could open up higher densities in John’s Pass Village. The City needs to follow its ordinances. There has been no training for the Planning group and what the ordinances mean in terms of planned development.

Vice Mayor Kerr motioned to adopt the Forward Pinellas Alternative Compromise for the John’s Pass Village Activity Center Plan. Commissioner Brooks seconded the motion.

ROLL CALL:

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

The motion carried 4-1.

M. 2COP Alcoholic Beverage License Application ABP 2023-06 Barefoot Beach Club

The application was pulled from the agenda.

10. UNFINISHED BUSINESS

11. CONTRACTS/AGREEMENTS

A. State Issued Grant for the Cancer Reducing Exhaust Capture System

Fire Chief Clint Belk reviewed the item. The system is 75% grant funded. The City would pay approximately \$4,000.00.

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

Commissioner Brooks motioned to approve the State issued Grant for the Cancer Reducing Exhaust Capture System. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

B. Park Street Antique Center Lease for Public Works

Public Works Director Megan Wepfer explained the item. The use of the building stated in the agreement was changed at the request of the Mayor. The lease is a one-year extension.

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

Vice Mayor Kerr motioned to approve the Park Street Antique Center Lease for Public Works. Commissioner Brooks seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

C. Madeira Beach Youth Baseball and Softball Contract

Recreation Director Jay Hatch reviewed the item and said there were no changes.

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

Commissioner Brooks motioned to approve the Madeira Beach Youth Baseball and Softball Contract. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Commissioner Brooks	"YES"
Commissioner Tagliarini	"YES"

Commissioner McGeehen	"YES"
Vice Mayor Kerr	"YES"
Mayor Rostek	"YES"

The motion carried 5-0.

D. RFP 2023-08 Electrical Repair / Services Contract Approval and Bid Acceptance

Director Wepfer said the contract with the electrician ended from the 2018 RFP. It went out to bid, and they had one submittal from the same company. They are staying with the original contract numbers from 2018.

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

Commissioner Brooks motioned to approve RFP 2023-08 Electrical Repair / Services Contract and Bid Acceptance. Vice Mayor Kerr seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

12. NEW BUSINESS

A. Resolution 2023-13, FY 2024 Budget Amendment #1

City Attorney Tom Trask read Resolution 2023-13 by title only:

RESOLUTION 2023-13

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2024 (OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024) BY INCREASING APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND, THE LOCAL OPTION SALES TAX FUND, THE ARCHIBALD PARK FUND, AND THE PARKING FUND; AND PROVIDING FOR AN EFFECTIVE DATE

Finance Director Andrew Laflin explained the item. Unspent balances on purchase orders would be rolled over into the FY 2024 budget. They would have carryover reserves they can use to apply to FY 2024.

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

There was no discussion among the Board.

Commissioner Tagliarini motioned to adopt Resolution 2023-13, FY 2024 Budget Amendment #1. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

B. Resolution 2023-14, Cybersecurity Resolution (F.S. 282.3185 Local Government Cybersecurity Act)

City Attorney Tom Trask read Resolution 2023-14 by title only:

RESOLUTION 2023-14

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY CYBERSECURITY FRAMEWORK; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ADOPT POLICIES AND PROCEDURES AS NECESSARY TO IMPLEMENT THE FRAMEWORK AND COMPLY WITH SECTION 282.3185, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO AFFIRM COMPLIANCE WITH SECTION 282.3185, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

The City Attorney gave a brief background on the item and read part of the Florida Statutes that applies. They would have until January 1, 2025, to make the adoption. The Resolution provided that the Board of Commissioners is adopting the National Institute of Standards and Technology cyber security framework.

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

Vice Mayor Kerr asked if any new software, hardware, or services would be required to be able to maintain these standards. The City Manager said they are able to comply, and they would make sure all of the standards are met.

Vice Mayor Kerr motioned to adopt Resolution 2023-14, Cybersecurity Resolution. Commissioner Tagliarini seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

C. Authorize Settlement of Special Magistrate Liens on 13222 3rd Street East

City Attorney Trask explained the history of the item. The total amount of the code enforcement fine was \$127,554.65, which does not include the attorney’s fees, interest, or costs. The City received an offer of settlement from the property owner, which was for the property to be sold. The City would receive 25% of the value received at the sale. The property owner would receive 75%. He requested authorization from the Board to have the City Manager sign the settlement agreement. He recommended approval.

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

Vice Mayor Kerr asked how the City Attorney’s fees are handled. The City Attorney said Attorney Weidner handling the case would get paid a percentage of the total recovery if he won. If he did not win, he would not get paid. The sale would be an arm’s length transaction. They would make sure it gets significant value.

Vice Mayor Kerr motioned to authorize the Settlement of Special Magistrate Liens on 13222 3rd Street East. Commissioner Brooks seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

13. STAFF REPORTS

A. City Clerk Report – December 2023

The City Clerk reported on the City Clerk Report for December 2023. She said the City Clerk's report had always been included in the City Manager's report. It was recently decided to separate them.

14. Discussion Items for December 13, 2023 BOC Regular Meeting

A. Campaign Signs – Presentation by City Manager Robin Manager

The City Manager said the City is bound by Florida Statutes in terms of what is an allowable campaign sign. Campaign signs cannot go on a public right of way, and permission must be obtained to put a sign on private property. The Florida Elections Commission and the City's Code Enforcement Deputies address the people's concerns.

Mayor Rostek asked how to tell what a public right-of-way is. The City Manager said the right-of-way is within a few feet of any street or sidewalk.

Vice Mayor Kerr asked how it would apply to residential neighborhoods. The City Manager said signs cannot be put on the right-of-way.

Mayor Rostek opened to public comment.

Bill Gay, 423 150th Ave., said all the election signs on 150th Ave. from the bridge to Gulf Blvd. were illegal and violated the State Code. Probably 90% of the signs in previous elections violated the City Code. The City has not done a good job of enforcement. He would send the legislation to the Board.

B. Field Internship Agreement / SPC Emergency Medical Services Program

Chief Belk said it is an agreement between the Fire Department and St. Petersburg College. It would allow the firefighters to be preceptors for the new hires attending paramedic school. They would get credit while they are performing certain duties at work. It would allow the Chief to have access to their grades throughout the program.

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

Commissioner McGeehen asked if they must attain a grade "C" or better. Chief Belk said they must attain a passing score. They would be allowed two failures, and it is a year-long program. They would get a State of Florida Paramedic License and be nationally registered.

C. RFP# 2023-09 Patriot Park Dock Replacement

Director Wepfer said they did not wrap the pilings when the docks were originally built in 2003. She had the docs inspected in 2022 to see if a full replacement was needed or just the decking. The inspection came back needing a full replacement. During the bid process, the easternmost dock was in disrepair, and they closed it. She had \$125,000 in the budget. She received a better quote for the handrail at \$19,000 instead of \$47,000. They received two bids through the RFP. One was

from Fender Marine in Orlando with a bid of \$370,000, which did not include the possibility of drilling. The other was from Speeler Companies with a bid of \$119,750. The total cost for the east and west docks, including drilling and the new handrail, would be just over \$175,000. There would be money that could be allocated towards it.

Mayor Rostek asked how big the docks would be. Director Wepfer said the west dock would be 25' x 40' and the east dock would be 80' x 30'. Mayor Rostek asked if the docks were used often. Director Wepfer said there are people at the park all the time.

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

Director Wepfer said it will come back to the regular meeting in January for a vote.

15. REPORTS/CORRESPONDENCE

A. Board of Commissioners

The Board of Commissioners had no report.

B. City Attorney

City Attorney Trask wished everyone a Merry Christmas.

C. City Manager

The City Manager thanked the Commission for attending the activities and events over the last couple of weeks. The Seafood Festival will be from Friday, January 19, 2024, to Sunday, January 21, 2024. He wished everyone happy holidays and thanked the Commission for their support.

D. City Clerk

The City Clerk wished everyone happy holidays and said she looks forward to working with everyone again next year. She reminded everyone the January regular meeting is at 2:00 p.m. on Wednesday, January 10, 2024.

Commissioner McGeehen said Crabby did a great job with the 57th Annual Boat Parade. He wished Madeira Beach a Merry Christmas and a Happy New Year.

16. ADJOURNMENT

Mayor Rostek adjourned the meeting at 4:12 p.m.

James "Jim" Rostek, Mayor

ATTEST:

December 13, 2023, BOC Regular Meeting

Page 21 of 22

Clara VanBlargan, MMC, MSM, City Clerk

DRAFT



Memorandum

Meeting Details: January 10, 2024, Board of Commissioners Regular Meeting

Prepared For: Honorable Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2023-21 Dune Protection and Beach Debris, 2nd Reading and Public Hearing

Background: The Madeira Beach Code of Ordinances Chapter 42, Article III, Beach Debris does not allow enforcement of camping, removal, or disturbance of the dune systems, and does not address commercial property on the beach.

Discussion: The Pinellas County Sheriff Office deputies discussed with staff that there is no provision in the Code that allows them to enforce the disturbance of the dune systems, camping near the dunes, or commercial property on the beach. There have been false crawls and disturbances to nesting sea turtles due to commercial property not being put up during the night. The deputies have discussed this with code enforcement in St Pete Beach and recommend adopting similar language from the St Pete Beach Land Development Code into the Madeira Beach Code of Ordinances.

Fiscal Impact: N/A.

Recommendation(s): Staff recommends amending the Madeira Beach Code of Ordinances to include similar language to St Pete Beach's Land Development Code to better equip the deputies to protect the important dune system and marine wildlife.

Attachments:

- Ordinance 2023-21 Dune Protection and Beach Debris
- St Pete Beach Land Development Code Sec. 25-5 Prohibitions
- FWC Marine Turtle Obstructed Nesting Attempt Report

ORDINANCE 2023-21

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE III (BEACH DEBRIS) OF CHAPTER 42 (OFFENSES AND MISCELLANEOUS PROVISIONS) OF THE MADEIRA BEACH CODE OF ORDINANCES TO AMEND THE PURPOSE TO INCLUDE COMMERCIAL PROPERTY; INCLUDE COMMERCIAL PROPERTY IN THE DEFINITIONS; ADD COMMERCIAL PROPERTY AND PROVISION RELATING TO BLOCKING PATHWAYS TO OBSTRUCTIONS ON THE BEACH PROVISION; REQUIRE PROPERTY TO BE STORED INSIDE DURING A NAMED STORM EVENT; INCLUDE COMMERCIAL PROPERTY IN LEAVE NO TRACE INFORMATIONAL SIGNS IN RENTAL UNITS; ADD PROHIBITION REGARDING CROSSING DUNES AND THE REMOVAL OF VEGETATION ON DUNES; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Staff and Pinellas County Sheriffs Office Deputies from the Community Policing Unit have reviewed the current provisions of Article III (Beach Debris) of Chapter 42 (Offenses and Miscellaneous Provisions) of the Madeira Beach Code of Ordinances and have recommended changes to the same; and

WHEREAS, the recommended changes were presented to and reviewed by the Planning Commission at a public hearing; and

WHEREAS, the Planning Commission has recommended approval of the proposed changes; and

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

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

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

Section 1. That Article III (Beach Debris) of Chapter 42 (Offenses and Miscellaneous Provisions) of the Land Development Code of the City of Madeira Beach, Florida, is hereby amended to read as follows:

ARTICLE III. BEACH DEBRIS

Sec. 42-30. Purpose.

The purpose of this article is to ensure the public beach and beach access areas of the city remain free from obstruction of any item of personal **or commercial** property in order to protect public ingress, egress and use, to promote public safety, protect citizens and visitors of city beaches, maintain a safe, welcoming and healthy beach and recreation environment, preserve the natural resource that are the city's public beaches and to protect endangered sea turtles.

(Ord. No. 2016-03, § 1, 4-12-16)

Sec. 42-31. Definitions.

Public beach means all beaches within the city. The public beaches are limited to and means that area of unconsolidated material within the city that extends landward from the mean low-water line of the United States Gulf of Mexico to the frontal dune, or where there is no frontal dune to the line of permanent vegetation or construction, whichever is more seaward.

Public beach access areas means those public beach access points within the city, including boardwalks, walkways and dedicated parking areas and the areas on the public beach beginning at the entrance of the beach access point perpendicular with the applicable road right of way to the water's edge.

Camping means the construction or erection of a shelter or similar structure for the purpose of sleeping; or lying upon the beach on a bedroll, blanket or other protective garb for the purpose of sleeping.

Dune means a mound, bluff or ridge of loose sediment, usually sand-sized sediment, lying upland of the beach and deposited by any natural or artificial mechanism, which may be bare or covered by vegetation and is subject to fluctuations in configuration and location. In the absence of a discernable dune, the seaward boundary of a dune will be deemed to be the line of native vegetation.

*Personal **or commercial** property* means all types of personal **or commercial** property used for swimming, sunbathing or beach recreation, including but not limited to tents (including tent frames), canopies, cabanas, umbrellas and other shading devices, beach chairs, hammocks, picnic tables and other furniture, volleyball nets, coolers, clothing, toys, towels, fishing poles or equipment, kayaks, canoes, catamarans, floats, sailboats, surfboards, kites, jet skis, sailboats, water cycles and other watercraft.

(Ord. No. 2016-03, § 1, 4-12-16)

Sec. 42-32. Obstructions on the beach.

- (a) It shall be unlawful for any person to leave an item of personal or commercial property unattended on the public beaches or within the public beach access areas between the one hour after sunset and sunrise of the following day, except as otherwise permitted by section 42-33.
- (b) Any item of personal or commercial property left on the public beach or within the public beach access area in violation of this article shall be deemed discarded by the owner and shall become the property of the city.
- (c) In the confiscation of any item under this section, the city's designated agency or officer is hereby authorized and directed to forthwith dispose of the property in accordance with directions of the city manager.
- (d) Unattended or abandoned items of personal or commercial property, and unattended unfilled holes in the public beach are in violation of this article and shall be deemed a public nuisance.
- (e) It shall be unlawful to block or cause to be blocked, by any means whatsoever, any pathway leading to or from a public beach.

(Ord. No. 2016-03, § 1, 4-12-16)

Sec. 42-33. Exceptions.

From one hour after sunset and sunrise of the following day, items of personal or commercial property that are relocated as close to (but not on) the dune or native vegetation, or where there are no dunes or native vegetation as close as practicable to an existing permanent structure or the line of buildings, will not be considered discarded by the owner, abandoned or in violation of this article, provided:

- (a) Such items shall not be placed on the dune or on native vegetation; and
- (b) Such items shall be stored in a neat and orderly manner; and
- (c) Such items shall not inhibit access to the public beach from the nearest public access area, nor obstruct access on the public beach, nor impact native vegetation, nor significantly affect sea turtles; and
- (d) Private property owners may store items under or adjacent to their private dune walkovers or boardwalks; and
- (e) Items shall not be placed on any public beach access point or within 20 feet of any trash receptacle; and
- (f) Items shall be stored inside a building during a named storm event such as a tropical storm or hurricane.

(Ord. No. 2016-03, § 1, 4-12-16)

Sec. 42-34. Digging holes on the beach.

It shall be required that all holes dug on the beach are to be attended at all times and shall be completely filled and restored to their original level condition prior to leaving the beach the same day it is created.

(Ord. No. 2016-03, § 1, 4-12-16)

Sec. 42-35. Camping.

It shall be unlawful to camp overnight on public beaches in the city.

(Ord. No. 2016-03, § 1, 4-12-16)

Sec. 42-36. Notice.

The city shall provide notice of this article by posting a permanent sign located at the entry of every public beach access point.

(Ord. No. 2016-03, § 1, 4-12-16)

Sec. 42-37. Leave no trace informational signs in rental units.

In each rental unit rented by the day or week, or longer period, within the city, there shall be posted or placed in a plainly legible fashion, in a conspicuous place in each rental unit for each occupancy, a sign in form and substance approved by the city manager that explains the "Madeira Beach Leave No Trace Ordinance" prohibiting tents and personal or commercial property on the public beach at night; and other most notable regulations that include:

- (a) Warning beachgoers that any unattended tents or property left on the public beach at night shall be deemed discarded by the owners and become the property of the city and may be removed and disposed of by the appropriate authority.
- (b) All holes on the beach are to be filled in the same day they are created.
- (c) Camping, bonfire and glass regulations.
- (d) Breach of the peace, sound restrictions and disorderly conduct.

(Ord. No. 2016-03, § 1, 4-12-16)

Sec. 42-38. Sand Dune Protection.

- (a) It shall be unlawful for any person or vehicle to cross, pass over or pass through any sand dune except where such crossing is marked for access.
- (b) The removal or disturbance of vegetation of a dune is prohibited and is in violation of this article. Planting of vegetation on the beach or dune must be suitable for beach and dune stabilization as required in Chapter 106 of the Code of Ordinances..

Sec. 42-3839. Enforcement.

- (a) The city is authorized to enforce this article and may follow the established procedures and schedule of violations and penalties set forth below to be assessed by law enforcement officials and code enforcement officials through its county court.
- (b) Violation of any provision of this article shall be subject to the following penalties:
 - i. First violation: \$100.00 fine.
 - ii. Second violation: \$200.00 fine.
 - iii. Third violation: Fine not to exceed \$500.00 pursuant to F.S. § 162.22.
- (c) Each violation of this article shall constitute a separate offense. In the initial stages and implementation of this article (implementation period not to exceed July 1, 2016), code enforcement officials may provide violators with no more than one written warning.
- (d) The city shall reserve its rights to such civil remedies in law and equity as may be necessary to ensure compliance with the provisions of this article, including but not limited to injunctive relief to enjoin and restrain any person from violating the provisions of this article and to recover such damages as may be incurred by the implementation of specific corrective actions.

(Ord. No. 2016-03, § 1, 4-12-16)

Sec. 42-39. Reserved.

Section 2. For purposes of codification of any existing section of the Madeira Beach Code herein amended, words **underlined** represent additions to original text, words **stricken** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 4. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

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

Section 6. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

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

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

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

Ordinance 2023-21 Dune Protection and Beach Debris

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

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

1. Summary of the proposed ordinance: The Madeira Beach Code of Ordinances Chapter 42, Article III, Beach Debris does not allow enforcement of camping, removal, or disturbance of the dune systems, and does not address commercial property on the beach. The Pinellas County Sheriff Office deputies discussed with staff that there is no provision in the Code that allows them to enforce the disturbance of the dune systems, camping near the dunes, or commercial property on the beach. There have been false crawls and disturbances to nesting sea turtles due to commercial property not being put up during the night. The deputies have discussed this with code enforcement in St Pete Beach and recommend adopting similar language from the St Pete Beach Land Development Code into the Madeira Beach Code of Ordinances. Staff recommends amending the Madeira Beach Code of Ordinances to include similar language to St Pete Beach's Land Development Code to better equip the deputies to protect the important dune system and marine wildlife.

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

There is no foreseen negative economic impact on businesses with the proposed ordinance.

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

There is no foreseen negative impact on businesses with the proposed ordinance.

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

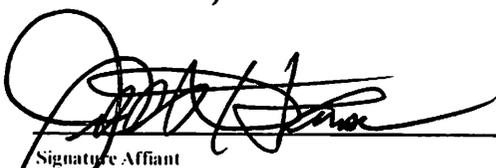
This ordinance will allow for the Pinellas County Sheriff Office deputies to be able to enforce rules that will protect the beach dune system and marine wildlife.

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pinellas, Hillsborough, Pasco, } ss
Hernando Citrus

Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida, that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCES: 2023-21, 2023-33** was published in said newspaper by print in the issues of: 12/27/23 or by publication on the newspaper's website, if authorized, on

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



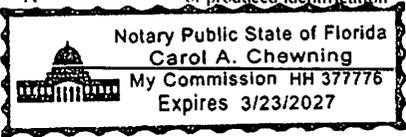
Signature Affiant

Sworn to and subscribed before me this 12/27/2023

Signature of Notary Public

Personally known or produced identification

Type of identification produced



NOTICE OF PUBLIC HEARING

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter Section 7.3B, and Florida Statutes §166.041(3)(a):

NOTICE IS HEREBY GIVEN, that the BOARD OF COMMISSIONERS of the City of Madeira Beach, will conduct a separate Second Reading and Public Hearing for the adoption of proposed Ordinance 2023-21 and Ordinance 2023-33 on Wednesday, January 10, 2023, at 2:00 p.m. The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The title of said Ordinance is as follows:

ORDINANCE 2023-21

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE III (BEACH DEBRIS) OF CHAPTER 42 (OFFENSES AND MISCELLANEOUS PROVISIONS) OF THE MADEIRA BEACH CODE OF ORDINANCES TO AMEND THE PURPOSE TO INCLUDE COMMERCIAL PROPERTY; INCLUDE COMMERCIAL PROPERTY IN THE DEFINITIONS; ADD COMMERCIAL PROPERTY AND PROVISION RELATING TO BLOCKING PATHWAYS TO OBSTRUCTIONS ON THE BEACH PROVISION; REQUIRE PROPERTY TO BE STORED INSIDE DURING A NAMED STORM EVENT; INCLUDE COMMERCIAL PROPERTY IN LEAVE NO TRACE INFORMATIONAL SIGNS IN RENTAL UNITS; ADD PROHIBITION REGARDING CROSSING DUNES AND THE REMOVAL OF VEGETATION ON DUNES; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-33

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2024 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinances. A copy of the proposed Ordinances is available for inspection in the Community Development Department at 300 Municipal Drive, Madeira Beach, FL 33708 between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the proposed Ordinance, please contact the Community Development Department at (727) 391-9951, Ext. 244 or Planning@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the Community Development Department no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 244 or fax a written request to (727) 399-1131.

DIVISION 25 COASTAL PROTECTION AND CONSERVATION

Sec. 25.1. Purpose and intent.

This section is intended to provide for the protection and enhancement of the beach and dune system along the Gulf of Mexico by regulating the location of development on or adjacent to these natural resources and, to the fullest possible extent, to achieve a continuous and uninterrupted frontal dune along the entire Gulf of Mexico beachfront.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 25.2. Matters regulated.

The requirements of this section shall apply to all development of Gulf-front properties unless specifically exempted in section 25.3.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 25.3. Exemptions.

The following shall be exempt from the provisions of this section:

- (a) Structures or construction extending seaward of the mean high-water line which are regulated by F.S. § 161.041, such as groins, jetties, moles, breakwaters, seawalls, revetments, beach nourishment, inlet dredging, and like kinds of projects;
- (b) Piers, pipelines or outfalls which are regulated pursuant to the provisions of F.S. § 161.053;
- (c) Fencing or other structures approved by the state, county or city used to assist in sand erosion control or control of pedestrian beach use of dunes areas;
- (d) Gulf-front property which has been designated as a "critically eroded beach area" and has come within the jurisdiction of the county or the Florida Department of Environmental Protection; and
- (e) The following activities, provided that any such activity performed by private individuals shall require a permit from the city:
 - (1) The operation of city government vehicles performing an official function;
 - (2) Non-mechanical beach cleaning and debris removal;
 - (3) Landscape maintenance and modification that does not involve dune vegetation or removal of sand or dirt from the beach/dune system;
 - (4) Remodeling of habitable and non-habitable structures that does not involve alteration of the foundation, footprint, or structural envelope; or
 - (5) Replacement of impervious pavement with permeable surfaces such as pavers or crushed shell on a permeable base.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 25.4. Development controls.

The city, the State of Florida and Pinellas County have adopted construction control lines and other regulations to protect the beaches and dunes of Pinellas County, including those within the City of St. Pete Beach, as follows:

- (a) *St. Pete Beach Bulkhead Line.* There is established a beach bulkhead line, as provided by the official bulkhead line map, such map having been adopted and made part of this section by reference.
- (b) *Florida Coastal Construction Control Line.* The State of Florida has established a Coastal Construction Control Line (CCCL) in accordance with Section 161.053, Florida Statutes, that is administered by the Florida Department of Environmental Protection.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2012-14, § 1(Exh. A), 9-12-12)

Sec. 25.5. Prohibitions.

- (a) Reserved.
- (b) No person, municipality, county or other public or private agency shall develop or cause any development seaward of the CCCL without a permit from the Florida Department of Environmental Protection.
- (c) Further, no person, municipality, county or other public agency shall develop or cause any development or construct any seawall, revetment, or similar structure incidental thereto within the submerged lands of the Boca Ciega Bay and adjacent waters without a permit from any and all governmental agencies having jurisdiction over the submerged land.
- (d) **Except as otherwise provided in this section, the following shall be prohibited:**
 - (1) The removal or disturbance of vegetation of a dune;
 - (2) Planting of vegetation except for native, salt-resistant species suitable for beach and dune stabilization;
 - (3) The crossing, passing over or passing through any dune by any person or vehicle, except in where such crossing is marked for access pursuant to this section; or
 - (4) Blocking or causing to be blocked by any means whatsoever any pathway leading to or from a public beach.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2012-14, § 1(Exh. A), 9-12-12)

Sec. 25.6. Tiki huts.

- (a) The city may permit the location of a tiki hut on the beach in accordance with the following:
 - (1) Tiki huts shall be allowed only in conjunction with the approval of the owner of the property upon which the tiki hut will be located. No tiki hut shall have utility services, shall serve food or drinks, or shall be used for any other service beyond the sales of services for an approved commercial water sports operation.
 - (2) Tiki huts shall be removed from the beach in the event of the issuance of a warning for a storm that, in the opinion of the city, is expected to be of sufficient strength to warrant such removal.
 - (3) Any tiki hut or other similar structure placed or erected on the beach after the adoption of this Code without a permit from the city shall in violation of this Code and all remedies shall be sought in accordance with the provisions of section 3.16 of this Code.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2012-14, § 1(Exh. A), 9-12-12; Ord. No. 2016-15, § 2, 10-25-16)

Sec. 25.7. Dune preservation and enhancement.

In accordance with F.S. Ch. 161, the St. Pete Beach Comprehensive Plan and this Code, dunes along the Gulf of Mexico with the city shall be protected, and such dunes will be enhanced under the provisions herein.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 25.8. Development requirements.

- (a) Development on any Gulf-front property upon which no dune exists shall require the construction of a dune which shall be designed and constructed in accordance with the requirements of the Florida Department of Environmental Protection prior to the issuance of a certificate of occupancy.
- (b) Applicants for development on any Gulf-front property which has an existing dune and where such proposed development would alter any portion of the dune shall be required to file a plan in accordance with the requirements of the Florida Department of Environmental Protection for dune restoration. The restoration of the dune shall be completed prior to the issuance of a certificate of occupancy.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 25.9. Permit required.

- (a) *Dunes.* In no instance shall any person, municipality, county or other public or private agency excavate or otherwise cause damage to a dune or conduct or cause to be conducted any activity to improve or enhance a dune without obtaining the necessary permits from the Florida Department of Environmental Protection and the city.
- (b) *Other non-exempt activities.* All other non-exempt activities, including construction, excavation, fill placement, repair of shore protection structures, and other activities seaward of the coastal construction setback line and activities that would alter the topography or disturb the vegetation of the beach/dune system, including vehicular traffic relating thereto, are required to obtain a permit from both the Florida Department of Environmental Protection and the city.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 25.10. Permitting procedures.

- (a) *Development.* Applications for development of Gulf-front properties, including any proposed development activity regulated under this section, shall be required to submit a site plan in accordance with Division 5 of this Code. Prior to the issuance of any development order or other permit, the applicant shall provide copies of all required county and state permits.
- (b) *Other activities.* Applications for non-development activities enumerated in section 25.3 shall be filed with the city manager for administrative approval.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2012-14, § 1(Exh. A), 9-12-12)

Sec. 25.11. Variances.

Variances to this section may be sought under the procedures of section 3.13 of this Code.
(Ord. No. 03-7, § 3, 5-1-03)

FWC MARINE TURTLE OBSTRUCTED NESTING ATTEMPT (ONA) REPORT FORM

If you have any questions please contact FWC at the Tequesta Field Laboratory (561) 575-5407
Fax reports to: (561) 743-6228 or Email reports to: SeaTurtleLighting@MyFWC.com
Send reports to: ONA Reports, FWC, 19100 SE Federal Highway, Tequesta, FL 33469

Turtle Permit #: 013 Date of Incident: 5/13/2023
 Observer's Name: Julie Warburton
 Telephone (include area code): (727) 441-1790 E-mail address: lflynn@cmaquarium.org
 Species: Loggerhead Green Leatherback Other: _____

Crawl resulted in: Nest False Crawl
 Location of nest or false crawl (address, beach name and/or nearest landmark): 13536 Gulf Blvd

GPS Coordinates of nest or false crawl location:
(in the WGS projection in decimal degrees i.e., Lat 26.845412 Long -80.458796):
 Latitude 27.79082 Longitude -82.78986

City: Madeira Beach County: Pinellas

Local nest ID#: FC8 Zone nest/false crawl was located in: None

Obstruction(s) encountered: (select all that apply)

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Beach furniture | <input type="checkbox"/> Dune Crossover | <input type="checkbox"/> Nest Marking Materials | <input type="checkbox"/> Sand Fencing |
| <input type="checkbox"/> Boat | <input type="checkbox"/> Groins | <input type="checkbox"/> Nourishment Equipment | <input type="checkbox"/> Seawall |
| <input checked="" type="checkbox"/> Cabana | <input type="checkbox"/> Geotube/Sandbags | <input type="checkbox"/> Revetment | <input type="checkbox"/> Special Events Equipment |
| <input type="checkbox"/> Escarpment* | <input type="checkbox"/> Marine Debris | <input type="checkbox"/> Rock Outcropping | <input type="checkbox"/> Tent |
| | | | <input type="checkbox"/> Umbrella |

**Open beach escarpments over 18" tall only*

Other Obstruction (please describe): _____

Describe Event: Adult Cc emerged from the water and meandered southeast for 35.89m where she encountered a cabana. She then crawled southwest for 2.20m and created a body pit. The turtle then crawled southeast for 11.89m and created another body pit. She then continued to crawl east for 7.08m before turning west and returned to the water.

Julie Warburton

Signature of Observer

5/13/2023

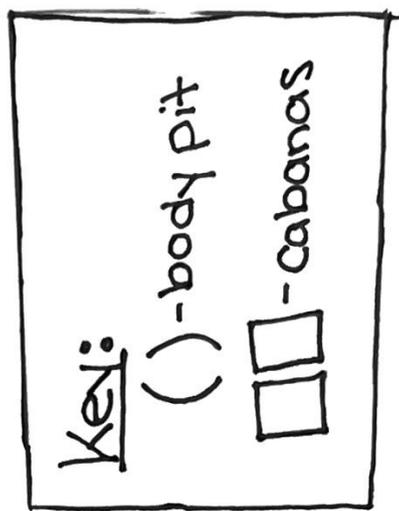
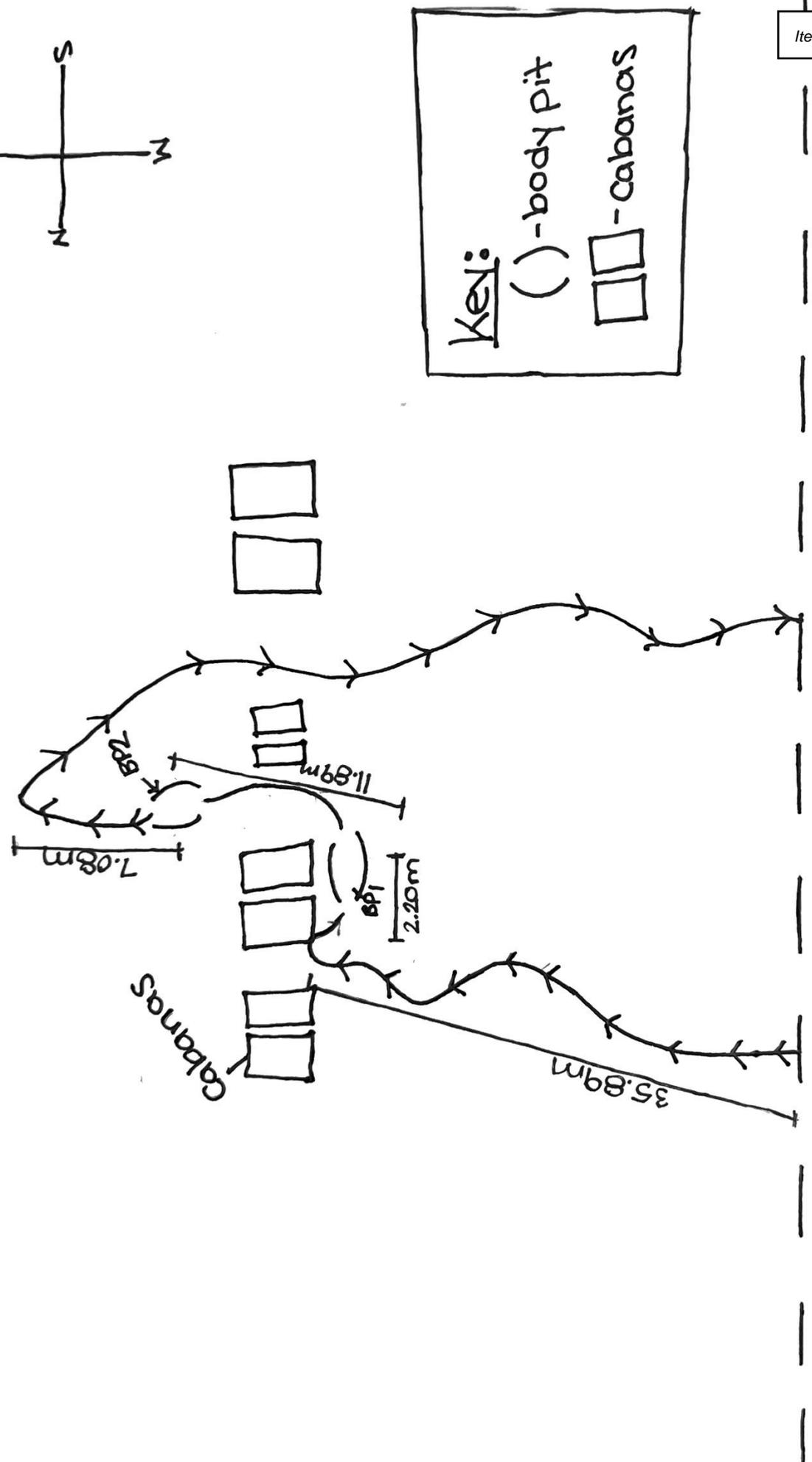
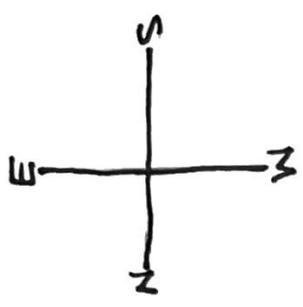
Date

Event photograph attached

13536 Gulf Blvd

13500 Gulf Blvd

veg



Item 9A.



Memorandum

Meeting Details: January 10, 2024, Board of Commissioners Regular Meeting
Prepared For: Hon. Mayor Rostek and Board of Commissioners
Staff Contact: Community Development Department
Subject: Ordinance 2023-33 Amendment to Capital Improvement Element of the Comprehensive Plan, 2nd Reading and Public Hearing

Background

Each fiscal year, the city is required by Florida Statutes and by its own comprehensive plan to amend its five-year Capital Improvements Program (CIP) and update the Capital Improvements Element of the Comprehensive Plan. The portions of the CIP that are to be reviewed are those facility improvements of \$100,000 or more that affect levels of service standards adopted in the Comprehensive Plan.

Discussion

The Planning Commission recommended approval on November 6, 2023 of Ordinance 2023-33. Forward Pinellas reviewed Ordinance 2023-33, and stated the ordinance is not impacted by the Countywide Rules.

Fiscal Impact

The fiscal impact of the Capital Improvements Program is \$21,262,500.00 for FY 24, \$13,725,500.00 for FY 2025, \$8,146,500.00 for FY 2026, \$8,189,500.00 for FY 2027, \$737,000.00 for FY 2028, \$1,165,000.00 for FY 2029, \$65,000.00 for FY 2030.

Recommendation(s)

Planning Commission and staff recommends approval of Ordinance 2023-33.

Attachments/Corresponding Documents

- Ordinance 2023-33
- Forward Pinellas Email
- Ordinance 2023-33 Business Impact Statement

ORDINANCE 2023-33

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2024 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 6, 2023, the City of Madeira Beach Planning Commission conducted a public hearing and accepted public input regarding the update to the Capital Improvement Program (CIP) Schedule of Capital Improvements for the fiscal years 2024 through 2030 in the Capital Improvements Element of Comprehensive Plan of the City of Madeira Beach and provided its recommendation to the Board of Commissioners; and

WHEREAS, the City of Madeira Beach Board of Commissioners has considered the Planning Commission's recommendations and received input from the public at two public hearings.

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

Section 1. That the Capital Improvement Program (CIP) Schedule of Capital Improvements of the Capital Improvements Element of the City of Madeira Beach Comprehensive Plan is hereby amended and shall read as follows:

Project Title	FY-2023	FY-2024	FY-2025	FY-2026	FY-2027
Interior and Exterior Maintenance of Structures at Archibald Park	\$350,000.00	-	-	-	-
Beach Groin Renourishment Project	\$3,500,000.00	\$750,000.00	-	-	-
Patriot Park fishing piers rebuild	\$100,000.00	-	-	-	-
Mill and Resurface Parking Lot at Archibald Park	-	\$250,000.00	-	-	-
Pocket Park Improvements	\$150,000.00	-	-	-	-
Construct Code Enforcement Dayroom	\$150,000.00	-	-	-	-
Construct Public Works Building	\$200,000.00	\$2,000,000.00	-	-	-
Replacement of SCBA	-	\$185,000.00	-	-	-
John's Pass Boardwalk Repairs	\$50,000.00	\$50,000.00	\$50,000.00	-	-
Johns Pass Park – Parking lot improvements	\$450,000.00	-	-	-	-
Engineering and Construction of a City Parking Garage	\$250,000.00	\$3,000,000.00	\$3,000,000.00	-	-
Construct Basketball Court Enclosure	-	\$300,000.00	-	-	-
Construct Concession Stand	\$250,000.00	-	-	-	-
Renovate Dog Park	\$200,000.00	-	-	-	-
Install Recreation Center Solar Panels	\$100,000.00	-	-	-	-
Shade Awnings and Dugout Replacement	-	\$150,000.00	-	-	-
Resurfacing of Marina Parking Area	-	-	\$400,000.00	-	-
Seawall Renovation Project at City Marina	-	\$200,000.00	-	-	-
Construct Transient Docks at City Marina	\$200,000.00	\$1,000,000.00	-	-	-
Parking Equipment – City Wide	-	-	-	\$225,000.00	\$225,000.00
Replace a 2016 Peterbilt garbage truck	-	\$290,000.00	-	-	-
Watershed Management Plan	\$95,000.00	\$48,000.00	-	-	-
Mill and resurface, curb repair and stormwater drainage improvements at Area 3 – East Parsley, West Parsley, Marguerite, A Street, B Street, and Lynn Way	\$1,500,000.00	\$1,500,000.00	-	-	-

Mill and resurface, curb repair, and stormwater drainage improvements at Area 5 – 131 st Ave E & 129 th Ave.	\$1,000,000.00	\$1,000,000.00	-	-	-	-	-	-
Mill and resurface, curb repair and stormwater drainage improvements at Area 6 – 155th Ave, 154th Ave, 153rd Ave, 1st St E, 2nd St E, Harbor Dr and Municipal Dr	\$200,000.00	\$2,000,000.00	\$1,500,000.00	-	-	-	-	-
Emergency Stormwater Repairs throughout the City	\$200,000.00	\$200,000.00	\$200,000.00	-	-	-	-	-
Gulf Lane and Beach Access Drainage and Roadway Improvement Project	\$2,500,000.00	-	-	-	-	-	-	-
Generator replacement for 141st Stormwater Station	\$125,000.00	-	-	-	-	-	-	-

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Military Honor Court</u>	Construction of the Military Honor Court	<u>250,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #44</u>	Replace 2018 Caterpillar Backhoe	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>85,000</u>	<u>-</u>	<u>-</u>
<u>Replace #19</u>	Replace 2004 Ford F550	<u>75,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace 2016 Duralift mounted bucket</u>	Replace Duralift mounted buck on truck #19	<u>-</u>	<u>-</u>	<u>45,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Painting of Fire Station</u>	Painting of Fire Station	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replacement of SCBA</u>	Replacement of Self Contained Breathing Apparatus	<u>-</u>	<u>250,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replacement of Bunker Gear - Lucas</u>	Replacement of Bunker Gear per NFPA - Lucas	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,000</u>	<u>-</u>
<u>Replacement of Portable Radios</u>	Replacement of portable radios and updating the communications equipment per replacement plan	<u>53,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Replacement of Portable Radios Emergency Communications</u>	<u>Replacement schedule - Portable Radios for Emergency Communications</u>	-	-	-	-	-	-	55,000
<u>Replacement of Kitchen Appliances</u>	<u>Replacement of Kitchen Appliances</u>	-	-	12,000	-	-	-	-
<u>Replacement of Mobile Data Terminals</u>	<u>Replacement of MDTs with refurbished 3 yr warranty Panasonic Toughbooks</u>	-	11,000	-	-	-	-	-
<u>Replacement of Bunker Gear per NFPA - Ubiles</u>	<u>Replacement of Bunker Gear per NFPA - Ubiles</u>	-	-	-	4,500	-	-	-
<u>Replacement of Bunker Gear - Whitfield</u>	<u>Replacement of Bunker Gear per NFPA - Whitefield</u>	-	-	-	-	-	-	5,000
<u>Replacement of Bunker Gear - Wasilewski</u>	<u>Replacement of Bunker Gear per NFPA - Wasilewski</u>	-	-	-	-	-	-	5,000
<u>Replacement of Bunker Gear - Roberts</u>	<u>Replacement of Bunker Gear per NFPA - Roberts</u>	-	-	4,500	-	-	-	-

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Replacement of Bunker Gear - Childers</u>	<u>Replacement of Bunker Gear per NFPA - Childers</u>	<u>-</u>	<u>4,500</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replacement of MDTs</u>	<u>Replacement schedule of Mobile Data Terminals</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>12,000</u>	<u>-</u>	<u>-</u>
<u>Replacement of all 2017 sets of bunker gear per NFPA</u>	<u>Per NFPA 10 yr old bunker gear must be replaced - primary or secondary</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replacement Appliances - Laundry</u>	<u>Replacement of 10 yr old appliances in the fire station (laundry)</u>	<u>8,500</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Brick Pavers under shade awnings</u>	<u>Paver area under two shade awnings in Ball Field Area.</u>	<u>25,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Engineering for Concession/Basketball Court Facility</u>	<u>Engineering for Concession/Basketball Court Facility on existing tennis court location. Increased size of restrooms and enclosure of courts to expand programming offerings.</u>	<u>100,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Public Works & Building Services Facility</u>	<u>Building for Public Works employees & vehicles and Building Services operations.</u>	<u>1,500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Johns Pass Park - Parking lot Improvements</u>	<u>Mill, Resurface, Stripe, and Improve Johns Pass Parking lot area.</u>	<u>450,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Quick Response Vehicle</u>	<u>Quick Response Vehicle (LOST Fund)</u>	<u>100,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Replacement of T125</u>	<u>Replacement schedule of 2017 Rosenbauer Truck 25</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,100,000</u>	<u>-</u>
<u>Replacement of 2014 Polaris Ranger</u>	<u>Replacement of 2014 Polaris Ranger</u>	<u>25,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replacement of 2017 Explorer</u>	<u>Replacement of Fire Chief's vehicle per City's vehicle replacement plan LOST Fund</u>	<u>-</u>	<u>55,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Concession Stand</u>	<u>Engineering and Construction of Concession Stand Replacement. Upgrade of restroom facilities, concession kitchen, storage, and office space.</u>	<u>-</u>	<u>500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Recreation Center Solar</u>	<u>Solar on roof of Recreation Center - BP Funds</u>	<u>100,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Dog Park</u>	<u>Dog park upgrade. Synthetic turf and other improved features.</u>	<u>200,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Shade Awnings and Dugout Replacement</u>	<u>Replace dugouts and add shade awnings to Recreation Fields.</u>	<u>200,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Basketball Court Enclosure</u>	<u>Building to enclose existing basketball court.</u>	<u>-</u>	<u>500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Concrete around Field 2</u>	<u>Concrete on both sides of Field 2 to replace existing shell which is currently in place. Improves seating access and minimizes maintenance to the area.</u>	<u>30,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>City Centre Complex Sidewalk</u>	<u>Replacement of Sidewalk along Rex Place</u>	<u>25,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Recreation Truck</u>	<u>Vehicle Replacement for #20 - Chevy Silverado</u>	<u>-</u>	<u>40,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Passenger Van Replacement</u>	<u>Vehicle Replacement for #97 - Ford Van</u>	<u>-</u>	<u>-</u>	<u>40,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Bus Replacement for Social Club</u>	<u>Replacement of E450 Bus with larger, handicap accessible bus for Senior Program.</u>	<u>150,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Roadway Resurfacing Village Blvd, Boardwalk Pl, & Surface Lot</u>	<u>Mill and resurface Village Blvd, Boardwalk Place, and the surface parking lot.</u>	<u>-</u>	<u>1,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Archibald Restroom rebuild.</u>	<u>Demo and Rebuild Archibald Restrooms</u>	<u>1,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Parking lot light repair</u>	<u>Repair the current light system for the parking lot</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Beach Groin Renourishment Project</u>	<u>50% Match Grant with FDEP to renourish the 22-23 exposed beach groins.</u>	<u>3,500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Park Improvements</u>	<u>Enhance pocket parks in Boca Ciega neighborhood</u>	<u>150,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Mill and Resurface parking lot at Archibald</u>	<u>Mill and Resurface the parking lot and thermo stripe</u>	<u>-</u>	<u>450,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Patriot Park Fishing Piers rebuild</u>	<u>Rebuild 2 fishing piers located at Patriot Park</u>	<u>125,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #36</u>	<u>Replace #36 a Chevy 1500 with a utility bed</u>	<u>-</u>	<u>-</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>#40 Replacement</u>	<u>Replace #40 a 2009 F350 dump truck</u>	<u>-</u>	<u>-</u>	<u>150,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Purchase new F250 Utility Truck</u>	<u>Purchase new F250 utility truck for Grounds Maint. Employee.</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Replace #112</u>	<u>Replace 2018 Chevy 1500 with liftgate</u>	<u>-</u>	<u>-</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #109</u>	<u>Replace 2016 John Deere Gator 825i</u>	<u>-</u>	<u>-</u>	<u>25,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Landscape equipment</u>	<u>Landscape equipment needed to maintain city parks.</u>	<u>-</u>						
<u>Satellite office</u>	<u>Satellite office for Building Department - in conjunction with new Public Works facility</u>	<u>700,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>New 150hp motor for Building Department boat</u>	<u>New motor for Building Department boat</u>	<u>20,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>New Ford Lightning Truck</u>	<u>New Building Department Vehicle</u>	<u>65,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Boat Power Poles</u>	<u>Anchor system for building department boat</u>	<u>6,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #21 Broyhill Load & Pack</u>	<u>Replace #21 Broyhill Load & Pack</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>275,000</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Replace #29</u>	<u>Replace #29</u> <u>2019 Kenworth</u> <u>T880 with 32 yd</u> <u>Heil Packer</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>325,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #68</u>	<u>Replace 2019</u> <u>F250 with Easy</u> <u>Dump</u>	<u>-</u>	<u>-</u>	<u>75,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #33</u>	<u>Replace # 33 a</u> <u>2016 Peterbilt</u> <u>Garbage truck.</u>	<u>325,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #26</u>	<u>Replace #26 a</u> <u>2020 Kenworth</u> <u>T880 with 32</u> <u>Yd Heil Packer</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>350,000</u>	<u>-</u>	<u>-</u>
<u>Truck Lift</u> <u>Improvement -</u> <u>96 gallon cans</u>	<u>Truck Lift</u> <u>Improvement -</u> <u>96 gallon cans.</u> <u>Three trucks 2</u> <u>lifts each for</u> <u>total of 6 units.</u>	<u>-</u>						
<u>Replace #18</u>	<u>Replace #18</u> <u>2023 Peterbuilt</u> <u>Claw truck</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>275,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #3</u>	<u>Replace 2019</u> <u>F250 with Easy</u> <u>Dump</u>	<u>-</u>	<u>-</u>	<u>75,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Dual Bin Cleaner</u> <u>Trailer Mounted</u>	<u>Dual Bin Trailer</u> <u>mounted cleaner</u> <u>to clean 64G &</u> <u>96G containers</u>	<u>80,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Replace #5</u>	<u>Replace a 2019 Chevy Silverado 1500 with a liftgate</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #24</u>	<u>Replace a 2019 Chevy Silverado 1500 with a liftgate</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Area 5 - 131st Ave E & 129th Ave.</u>	<u>Mill & Resurface, Curb Repair, and Stormwater drainage improvements</u>	<u>2,005,000</u>	<u>495,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Area 4</u>	<u>E Madeira Ave, N Bayshore to 145th, 1st Ave E, 148th Ave, 147th Ave, 146th Ave, 145th Ave. Mill & Resurface, Curb Repair, and Stormwater drainage improvements.</u>	<u>-</u>	<u>-</u>	<u>200,000</u>	<u>7,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Area 6a - 155th Ave, 154th Ave, 153rd Ave, 1st St E, 2nd St E, Harbor Dr and Municipal Dr</u>	<u>Mill and resurface, fix curbing and upgrade stormwater inlets and outfalls as needed</u>	<u>500,000</u>	<u>4,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Area 9</u>	<u>Bay Point, Pruitt, Sunset Cove, Virginia, S Bayshore, & Marlyn Way Mill Resurface, Storm Repair/replacement and Curb</u>	<u>-</u>	<u>200,000</u>	<u>7,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Area 7</u>	<u>American Legion Dr. Mill & Resurface, Curb Repair, and Stormwater drainage improvements</u>	<u>-</u>	<u>1,500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Area 3 - East Parsley, West Parsley, Marguerite Dr, A Street, B Street, and Lynn Way</u>	<u>Mill & Resurface, Curb Repair, and Stormwater drainage improvements</u>	<u>4,000,000</u>	<u>500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Gulf Lane and Beach Access Drainage and Roadway Improvement Project</u>	<u>Mill & Resurface, Curb Repair, and Stormwater drainage improvements</u>	<u>1,800,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #70</u>	<u>Replace 2021 F250 with Utility Body</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>60,000</u>	<u>-</u>
<u>Replace #111 - 2016 Chevy Silverado 2500</u>	<u>Replace a 2016 Chevy Silverado 2500 - With a similar truck for use during flooding</u>	<u>-</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Generator replacement for 141st Stormwater Station</u>	The current generator was installed in 2007 and is near the end of its life. Staff would like to run natural gas to cut down on maintenance and fuel costs. Duke proposed an estimate of \$29,000 to run the gas line from Gulf Blvd. Generator Cost estimate at \$60,0000	90,000	-	-	-	-	-	-
<u>Replace #77</u>	Replace 2018 Elgin Whirlwind Street Sweeper	-	-	350,000	-	-	-	-
<u>Replace #110 - 2016 Chevy Silverado 2500</u>	Replace a 2016 Chevy Silverado 2500 - With a similar truck for use during flooding.	-	60,000	-	-	-	-	-

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Transient Docks</u>	Year 1 - Engineering & Design Year 2 - Construction	<u>200,000</u>	<u>1,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Enclose Old Boat Pamp</u>	Connect seawalls along old boat ramp. Remove trees and install a matching vinyl fence. This area will be filled and have a proper EPA approved boat wash down facility. The old washdown facility will be converted into car parking.	<u>-</u>	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Resurfacing Marina Parking Area</u>	Recoat and resurface asphalt parking area around Marina.	<u>-</u>	<u>-</u>	<u>-</u>	<u>400,000</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Seawall Project</u>	<u>Replace 360' of sea wall from the fuel dock to the boat ramp. Cost of 6' high seawall is at \$450.00 per foot.</u>	<u>200,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Digital Information Sign</u>	<u>Install a high quality informational digital sign in front of the Marina adjacent to 150th avenue. The sign will be used to broadcast public information about Madeira Beach and the Marina.</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>ParkSmart's in/on-ground smart sensors</u>	<u>ParkSmart's innovative in/on-ground smart sensors monitor individual parking spaces and relay occupancy.</u>	<u>-</u>	<u>50,000</u>	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Parking Garage</u>	<u>Engineering services for parking garage and construction of the garage</u>	<u>3,000,000</u>	<u>3,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>A parking meter/kiosk</u>	<u>A parking meter/kiosk system can significantly benefit the parking department.</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>15,000</u>	<u>15,000</u>	<u>-</u>	<u>-</u>
<u>New Parking Vehicle</u>	<u>Having an additional vehicle for the parking department would be incredibly helpful in many ways. First and foremost, it would allow for increased efficiency and productivity.</u>	<u>35,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Total:</u>		<u>\$21,262,500</u>	<u>\$13,725,500</u>	<u>\$8,146,500</u>	<u>\$8,189,500</u>	<u>\$737,000</u>	<u>\$1,165,000</u>	<u>\$65,000</u>

Section 2. All ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 4. Pursuant to Section 163.3184(3), Florida Statutes, the effective date of this plan amendment, if the amendment is not timely challenged, is 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment is effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution will be sent to the state land planning agency.

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

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

Proposed ordinance's title/reference: ORDINANCE 2033-33, AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2024 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

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

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

Each fiscal year, the City is required by Florida Statutes and by its own comprehensive plan to amend its 5-year Capital Improvements Program (CIP) and update the Capital Improvements Element of the Comprehensive Plan.

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

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

The fiscal impact of the Capital Improvement Program (CIP) for the City of Madeira Beach is \$21,262,500.00 for FY 24, \$13,725,500.00 for FY 2025, \$8,146,500.00 for FY 2026, \$8,189,500.00 for FY 2027, \$737,000.00 for FY 2028, \$1,165,000.00 for FY 2028, \$65,000.00 for FY 2030. It is not foreseen there would be direct economic impacts on private businesses by the proposed ordinance.

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

There is no foreseen impact on businesses with the proposed ordinance. The fiscal impact of the Capital Improvement Program (CIP) would be on the City of Madeira Beach.

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

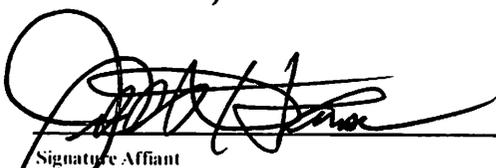
This ordinance assures that the Madeira Beach Comprehensive Plan is consistent with Florida Statutes.

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pinellas, Hillsborough, Pasco, } ss
Hernando Citrus

Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida, that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCES: 2023-21, 2023-33** was published in said newspaper by print in the issues of: **12/27/23** or by publication on the newspaper's website, if authorized, on

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



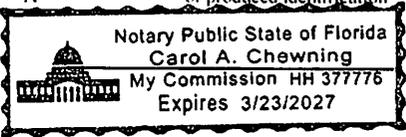
Signature Affiant

Subscribed and sworn to before me this **12/27/2023**

Signature of Notary Public

Personally known or produced identification

Type of identification produced



NOTICE OF PUBLIC HEARING

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter Section 7.3B, and Florida Statutes §166.041(3)(a):

NOTICE IS HEREBY GIVEN, that the **BOARD OF COMMISSIONERS** of the City of Madeira Beach, will conduct a separate Second Reading and Public Hearing for the adoption of proposed Ordinance 2023-21 and Ordinance 2023-33 on Wednesday, January 10, 2023, at 2:00 p.m. The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The title of said Ordinance is as follows:

ORDINANCE 2023-21

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE III (BEACH DEBRIS) OF CHAPTER 42 (OFFENSES AND MISCELLANEOUS PROVISIONS) OF THE MADEIRA BEACH CODE OF ORDINANCES TO AMEND THE PURPOSE TO INCLUDE COMMERCIAL PROPERTY; INCLUDE COMMERCIAL PROPERTY IN THE DEFINITIONS; ADD COMMERCIAL PROPERTY AND PROVISION RELATING TO BLOCKING PATHWAYS TO OBSTRUCTIONS ON THE BEACH PROVISION; REQUIRE PROPERTY TO BE STORED INSIDE DURING A NAMED STORM EVENT; INCLUDE COMMERCIAL PROPERTY IN LEAVE NO TRACE INFORMATIONAL SIGNS IN RENTAL UNITS; ADD PROHIBITION REGARDING CROSSING DUNES AND THE REMOVAL OF VEGETATION ON DUNES; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-33

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2024 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinances. A copy of the proposed Ordinances is available for inspection in the Community Development Department at 300 Municipal Drive, Madeira Beach, FL 33708 between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the proposed Ordinance, please contact the Community Development Department at (727) 391-9951, Ext. 244 or Planning@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the Community Development Department no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 244 or fax a written request to (727) 399-1131.

From: [Fisher, Linda A](#)
To: [Morris, Andrew](#)
Cc: [Jenny Rowan](#); [Wennick, Emma](#)
Subject: RE: Ordinance 2023-33 Amendment to Capital Improvement Element of Comprehensive Plan and Ordinance 2023-21 Dune Protection and Beach Debris
Date: Wednesday, October 25, 2023 12:46:46 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

Hi Andrew,

Thank you for submitting these ordinances. Since they don't touch on any topic areas that are addressed in the Countywide Rules, they don't require a consistency review. Do you need that in a formal letter, or will this email suffice?

Best,
Linda



Linda Fisher, AICP
 Principal Planner
 Direct: 727-424-3351
 Main: 727-464-8250
forwardpinellas.org



Forward Pinellas serves as the planning council and metropolitan planning organization for Pinellas County.

All government correspondence is subject to the public records law.

From: Morris, Andrew <Amorris@madeirabeachfl.gov>
Sent: Tuesday, October 24, 2023 9:43 AM
To: Fisher, Linda A <lfisher@forwardpinellas.org>
Cc: Jenny Rowan <jrowan@madeirabeachfl.gov>
Subject: Ordinance 2023-33 Amendment to Capital Improvement Element of Comprehensive Plan and Ordinance 2023-21 Dune Protection and Beach Debris

CAUTION: *This message has originated from outside of the organization. **Do not** click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe.*

Linda,

At our next Planning Commission meeting, we will have two ordinances being heard. Ordinance 2023-33 is an amendment to the Capital Improvement Element of the Comprehensive Plan and Ordinance 2023-21 is for dune protection and beach debris. Could Forward Pinellas review these Ordinances to make sure they are in compliance with the Countywide Rules? Thank you.

Best Regards,

Andrew Morris

Andrew Morris, AICP
Long Range Planner
300 Municipal Drive
Madeira Beach, FL 33708
O: (727) 391-9951 Ext. 296
Email: amorris@madeirabeachfl.gov



Disclaimer: Under Florida law (Florida Statute 668.6076), email addresses are public records. If you do not want your email address released in response to a public records request, please do not send electronic mail to the City of Madeira Beach. Instead, contact the appropriate department/division.

Disclaimer: Under Florida law (Florida Statute 668.6076), email addresses are public records. If you do not want your email address released in response to a public records request, please do not send electronic mail to the City of Madeira Beach. Instead, contact the appropriate department/division.



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Clara VanBlargan, City Clerk
DATE: January 3, 2024
RE: Ordinance 2024-01, Calling the March 19, 2024 Municipal Election – 1st Reading & Public Hearing

Background

There will not be a race for Commissioner District 1 and Commissioner District 2 on the March 19, 2024 Municipal Ballot. Incumbents David Tagliarini (Commissioner District 1) and Ray Kerr (Commissioner District 2) were the only candidates who qualified during the qualifying period in December 2023 to have their names placed on the March 19, 2024 Municipal Election Ballot. No one else applied during the qualifying period. David Tagliarini and Ray Kerr will be sworn into office at a Board of Commissioners meeting on or before the last day of March following the Election to serve a new two-year term in their district commissioner seat. The date and time have not been scheduled.

The Board of Commissioners adopted, after a second reading and public hearing, Ordinance 2023-24 at its regular meeting on December 13, 2023 placing a charter amendment on the March 19, 2024 Municipal Election Ballot for voter approval to change the qualifying period from the first two weeks in December to the first full week in December. Ordinance 2024-01, calling the March 19, 2024 Municipal Election was prepared for that purpose.

MARCH 19, 2024 MUNICIPAL ELECTION PROCEDURES (Ordinance 2024-01)

An Election shall be held in the City of Madeira Beach, Florida, on Tuesday, March 19, 2024, for the purpose of voting on one charter amendment.

In accordance with City Charter Section 3.4, Subsection B, the Board of Commissioners shall designate the Pinellas County Canvassing Board to serve as the Canvassing Board for the City of Madeira Beach. The actions of the Canvassing Board shall be reported to the Board of Commissioners at its next meeting following the Election. The Board of Commissioners shall meet following the certification for the purpose of declaring the results of said Election.

The polling locations for City of Madeira Beach voters to vote in the March 19, 2024 Municipal Election are as follows:

- Precinct 415 - Madeira Beach Municipal Building, City Centre Room, 300 Municipal Drive, Madeira Beach, Florida;

- Precinct 301 – Calvary Church Seminole (Combined), 6155 113 Street, Seminole, Florida 33772.

If the voters approve the charter amendment at the March 19, 2024 Municipal Election, it will take effect for the candidate qualifying period beginning in December 2024 for the March 2025 Municipal Election.

Charter Amendment on the March 19, 2024 Municipal Ballot:

**City of Madeira Beach
Charter Amendment**

Amend Qualifying Period to the first full week in December.

This charter amendment would amend Section 3.3(A) of the Charter to change the Candidate Qualifying Period to the first full week in December instead of the first two full weeks in December. Should the Charter be amended?

Yes
No

The revised section of the Charter being proposed on the March 19, 2024 Municipal Ballot is:

City Charter, Section 3.3 Nomination of Board of Commissioners.

- (A) *Filing.* Every person who shall desire to become a candidate for nomination under the provisions of this Charter to the office of Mayor and District-Commissioner, shall qualify to become such candidate by filing with the City Clerk during the candidate qualifying period held during the first ~~two~~ full weeks in December, excluding weekends, beginning at Noon on Monday, the first day of the qualifying period and ending at Noon on Friday, the last day of the qualifying period. Under no circumstances shall the City Clerk accept any nomination petitions or filing fees after the close of the filing period as stated herein. Every person's application is to have his/her name printed upon the ballot as a candidate for nomination to the office for which he/she aspires, in which application, he/she shall declare from the district he/she is a candidate or so declare if he/she is a candidate for Mayor. All applications shall be accompanied by an affidavit the candidate is an elector and a resident of the City of Madeira Beach, Florida, for one (1) year immediately prior to the date of said application and has been a resident of said district for which he/she declares himself/herself to be a candidate for a period of six (6) months prior to the date of said application. With said application shall be filed a petition which shall indicate prominently the district from which the Petitioner is a candidate, or if he/she be a candidate for Mayor.

The relevant Florida Statutes are:

Florida Statute 100.3605(1) (Conduct of Municipal Elections) provides:

(1) The Florida Election Code, chapters 97-106, shall govern the conduct of a municipality's Election in the absence of an applicable special act, charter, or ordinance provision. No charter or ordinance provision shall be adopted which conflicts with or exempts a municipality from any provision in the Florida Election Code that expressly applies to municipalities.

Florida Statute 105.031(6) (Qualification; filing fee; candidates oath; items required to be filed) provides:

“Notwithstanding the qualifying period prescribed in this section, a qualifying office may accept and hold qualifying papers submitted not earlier than 14 days prior to the beginning of the qualifying period, **to be processed and filed during the qualifying period.**”

Florida Statute 166.031(1) and (2) (Charter Amendments) provides:

- (1) The governing body of a municipality may, by ordinance, or the electors of a municipality may, by petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter except that part describing the boundaries of such municipality. The governing body of the municipality shall place the proposed amendment contained in the ordinance or petition to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose.
- (2) Upon adoption of an amendment to the charter of a municipality by a majority of the electors voting in a referendum upon such amendment, the governing body of said municipality shall have the amendment incorporated into the charter and shall file the revised charter with the Department of State. All such amendments are effective on the date specified therein or as otherwise provided in the charter.

Qualifying Period of Neighboring Cities and Towns

City of Indian Rocks Beach – 6 days
 City of St. Pete Beach – 10 days
 City of Gulfport – 6 days
 Town of North Redington Beach – 11 days
 Town of Redington Shores – 11 days
 Town of Redington Beach – 11 days
 City of Clearwater – 10 days
 City of Treasure Island – 11 days
 City of Madeira Beach – 10 days

Fiscal Impact

The estimated cost for the Supervisor of Elections Office to administratively assist with the City of Madeira Beach Municipal Election on March 19, 2024 is \$1,589.10. The estimated cost to

advertise Ordinance 2024-01 for a second reading and public hearing on February 14, 2024 is \$141.40.

Recommendation

The recommendation is for the Board of Commissioners to approve, after first reading and public hearing, Ordinance 2024-01, calling for the March 19, 2024 Municipal Election.

Attachments:

- Ordinance 2024-01, Calling for the March 19, 2024 Municipal Election
- Ordinance 2024-01, Business Impact Estimate
- Pinellas County Supervisor of Elections Invoice

ORDINANCE 2024-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CALLING FOR A MUNICIPAL ELECTION ON MARCH 19, 2024, FOR THE PURPOSE OF PROVIDING FOR ONE CHARTER AMENDMENT; PROVIDING FOR PUBLICATION; AUTHORIZING ELECTION EXPENDITURES; IDENTIFYING THE PINELLAS COUNTY CANVASSING BOARD AS THE CANVASSING BOARD FOR THE MARCH 19, 2024 MUNICIPAL ELECTION; PROVIDING FOR POLLING PLACES; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners has considered and reviewed the proposed Charter amendment and received public comment at least two (2) public hearings on the proposed referendum ballot question;

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

SECTION 1. An Election shall be held in the City of Madeira Beach, Florida, on Tuesday, March 19, 2024, for the purpose of voting on one charter amendment.

SECTION 2. In accordance with City Charter Section 3.4, Subsection B, the Board of Commissioners shall designate the Pinellas County Canvassing Board to serve as the Canvassing Board for the City of Madeira Beach. The actions of the Canvassing Board shall be reported to the Board of Commissioners at its next meeting following the election. The Board of Commissioners shall meet following the certification for the purpose of declaring the results of said election.

SECTION 3. The polling locations for City of Madeira Beach voters to vote in the March 19, 2024 Municipal Election are as follows:

- Precinct 415 - Madeira Beach Municipal Building, City Centre Room, 300 Municipal Drive, Madeira Beach, Florida;
- Precinct 301 – Calvary Church Seminole (Combined), 6155 113 Street, Seminole, Florida 33772.

SECTION 4. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be hereby repealed insofar as the same affect this Ordinance.

SECTION 5. This Ordinance shall take effect immediately upon adoption in the manner provided by law.

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

James "Jim" Rostek, MAYOR

ATTEST:

Clara VanBlargan, MMC, MSM, CITY CLERK

APPROVED AS TO FORM:

Thomas J. Trask, CITY ATTORNEY

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2024-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CALLING FOR A MUNICIPAL ELECTION ON MARCH 19, 2024, FOR THE PURPOSE OF PROVIDING FOR ONE CHARTER AMENDMENT; PROVIDING FOR PUBLICATION; AUTHORIZING ELECTION EXPENDITURES; IDENTIFYING THE PINELLAS COUNTY CANVASSING BOARD AS THE CANVASSING BOARD FOR THE MARCH 19, 2024 MUNICIPAL ELECTION; PROVIDING FOR POLLING PLACES; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

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

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

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

Calling the March 19, 2024 Municipal Election.

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

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

None.

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

None.

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



Memorandum

Meeting Details: January 10, 2024

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: FY24 Capital Garbage Truck lease approval

Background

Pursuant to the FY24 Capital Improvement Plan, Sanitation is due to replace Truck #33 which is a 2016 Peterbuilt model 348 Garbage truck with a rear load Heil 27-yard packer. Truck #33 has 64,599 miles with 10,403 hours. Truck #33 needs approximately \$3500 minimum to replace the rear main seal on the engine, currently the truck is inoperable. Staff is not able to repair this truck in house as it needs the transmission dropped to get to the motor and we do not have the tools or manpower needed. Garbage trucks are typically replaced every 7 to 8 years due to wear and tear from everyday refuse collection.

Pursuant to the BOC workshop on November 22nd the consensus was to move forward with the lease of the new garbage truck rather than purchasing. Staff is requesting approval to move forward with the lease of an automated side loader (ASL) from RDK for a 13-month lease term for \$8,500 per month.

Fiscal Impact

The lease cost of the truck From RDK is \$8,500 per m13-month102,000 Annually with a term of 13 months. FY24 has \$325,000 budgeted to replace truck #33.

Recommendation(s)

Staff recommends approval to move forward with the 13-month lease of an ASL garbage truck for the amount of \$8,500 per month from RDK Trucks.

Attachments

- RDK Quote
- All Roads Truck Quote with 33 CY New Way Automated Side Loader
- All Roads Truck Quote with 33 CY Heil Durapack Python Automated Side Loader



Toll-Free: 1-888-Item 11A.
3214 Avenue C
Tampa, FL. 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

Megan Wepfer
City of Madeira Beach
Public Works Director
C: 727-543-8154

Good afternoon Megan,

All of the prices for that same DEMO truck are still current and this truck is currently available.

DEMO 108720 2022 CCC ASL VIN 4C9AADAC4N1540091

- **Purchase of same truck (540091) \$379,170.00**
- **Lease on the same truck (540091) \$8500.00 per month for a term of 13 months**
- **Purchase of the same make of chassis (Battle/CCC) with a pac-tech body. \$369,170.00 with an estimated 180 day lead time or less.**
- **Lease of same make of chassis (Battle/CCC) with a pac-tech body. \$8500.00 per month for a lease term of 13 months with a lead time of 180 days or less.**

Thank you once again for your time and consideration. We value your partnership and look forward to serving your needs in the future. Please feel free to contact me with any questions.

Warm Regards,

A handwritten signature in blue ink that reads "Joanie Beckwith". The signature is written in a cursive, flowing style.

Joanie Beckwith

RDK Truck Sales

813-210-1948

Stock # _____ Invoice # _____

Item 11A.

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information

Shipping Address

Customer # 11826
Customer Name City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

Phone # 727-543-8154 P.O. #/Job # _____ Ordered By Megan Wepfer
Project _____ Job Location _____ Salesman Joanie Beckwith
Delivered By: RKTR Lessee Other _____ Date/Time Shipped 09/11/2023
Returned By: RKTR Lessee Other _____ Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Rental Term Monthly	Rate	Total
3ALHCYD26NDNH5075	DB39AE	2022 CCC Side Loader	1	8500	8500

Note: Rental Agreement is valid for a period of 1 months and cannot be canceled by returning equipment to RDK Assets, INC, dba RDK Truck Sales or an authorized rental location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Rental Starts 09/11/2023 Mileage Out 12,528 Hours Out 1,695 Mileage In _____ Hours In _____

rental rate is \$ 8500 If changes occur, applicable rental charges will result. **Recalculate**

No more than 60 hours per work week.
Customer is responsible for permits, licensing and repairs.
Oil & filters must be changed every 200 hours.
Customer is responsible for IFTA mileage tracking and reporting. Customer is responsible for displaying name and DOT Number on cab.
All reimbursable repairs need prior approval from RDK Assets, INC.

Rental Amount	<u>8500</u>
Tax Rate <u>0</u>	Sales Tax <u>0</u>
	Transportation _____
	Total <u>8500</u>
Minimum Rental Contract: <u>1 MONTHS</u>	Security Deposit* (Cash/Check) <u>0</u>
Replacement Value of Vehicle: _____	Total Due <u>8500</u>

(*Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC, dba RDK Truck Sales)

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LESSOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____
Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS RENTAL AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS RENTED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____ Prepared By: Raquel Cordova Date 9/11/23
Lessee Name (please print) _____ Reviewed By: _____
Drivers License # _____ State _____ Credit Approved By: _____
Company Name City of Madeira Beach Security Deposit Received: _____
Date _____ Security Deposit Returned: _____

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

- 1. RETURN OF EQUIPMENT** - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which rented on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.
- 2. CHARGES** - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all rental and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the rental is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the rentals of the Equipment or the use or the operation thereof. Rental payment is due at the beginning of each rental term. The daily, weekly and monthly rental shall entitle Lessee to a maximum of one-shift use (8 hours per day, 60 hours per week, 260 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the rental rate and triple-shift use will incur a charge of two (2) times the rental rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Rentals are F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.
- 3. USE OF EQUIPMENT** - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, licensee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employee or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.
- 4. SERVICE** - Lessee shall perform and pay for all normal, periodic and other basic service, adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forthwith, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor.
- 5. INSURANCE** - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits of at least \$3,000,000 for each person in each accident and property damage liability limits of at least \$1,000,000 on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5, which certificates shall provide that they may not be canceled or materially modified except on thirty (30) days prior written notice to Lessor. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee and as an additional named insured on such certificates of insurance. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. Lessee's insurance shall also insure except as may be otherwise provided herein, against all risks of direct physical loss or damage to the Equipment, while in transit or otherwise within the United States of America and Canada, and shall also include general average and salvage charges on Equipment while waterborne. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor, Lessee shall also maintain worker's compensation insurance to extent required by law. Lessee agrees that credit for downtime is at Lessor's discretion only.
- 6. INDEMNITY** - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, mantling, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorneys' fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason.
- 7. COMPLIANCE WITH LAW** - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.
- 8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL** This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida, excluding laws of Florida relating to the resolution of conflict of laws of different jurisdictions. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.
- 9. RENTAL** - This Agreement is an agreement of rental only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.
- 10. LIABILITY** - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the rental charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.
- 11. DEFAULT** - All delinquent installments of rent shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, licensee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of rent, expense of retaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.
- 12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY** - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.
- 13. TITLES, HEADINGS AND CAPTIONS** - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.
- 14. ENTIRE AGREEMENT** - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.
- 15. NO WAIVER** - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

- 1. LESSORS GENERAL RESPONSIBILITY** - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is to be repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.
- 2. SUBROGATION** - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.
Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or sound record recordings or any of Lessee's rights hereunder.



Memorandum

Meeting Details: January 10, 2024,

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: RFP# 2023-09 Patriot Park Dock Replacement bid Acceptance and approval

Background

The City of Madeira Beach has two (2) fishing piers located at Patriot Park near the 911 memorial compiled of wood pilings and wood decking. The park was designed and constructed between 2003 and 2004 in which the piers were completed. The pilings for the fishing piers were never wrapped to keep out the worms which live in our waters. Due to the age and state of the piers an inspection was completed by Coastal Dock Concepts to determine if a full or partial replacement was needed for each. Once completed the contractor determined that a full replacement was needed which includes the pilings and decking. The city contracted with Transystems Engineering Firm for the design and plans for each pier to place out for public bid.

Transystems completed the design and permitting with the City and Pinellas County for a removal and replace in the same footprint as the old. A Request for Proposal (RFP) was placed out for public bids on October 11, 2023, with a mandatory pre bid meeting held on October 24, 2023 on site for any questions or concerns. There were 3 companies that attended the pre bid meeting and only 2 who submitted. In the bid we requested a total cost replacement per dock, a cost per piling if drilling was needed, labor to install the ADA handrail that the city will purchase separately from a separate vendor to keep cost down. The lowest bidder came in at a total cost for both pier demo and replacement at \$119,715.00 with a possible addition of \$36,750.00 (maximum piling drilling) whereas the 2nd bidder came in at \$369,544.17 for both piers with a possible \$159,434 (piling drilling). There are 49 pilings between both

docks that may require drilling to get to the correct depth per the engineered plans. We requested that the contractors bid with a per piling drilling cost rather than increasing the bid and drilling each one. There is 330 LF of ADA Fishing Handrail that the city will purchase directly from a local vendor to save cost. The handrail will consist of aluminum to match the beach access walkovers and current fishing pier located at ROC Park. The handrail will be directly delivered to the park and installed by the winning contractor. The purchase price of the handrail is an additional \$18927.70.

Fiscal Impact

FY 24 has \$125, 000 Budgeted for the Patriot Park Dock Replacement. The definite total cost of the project with the handrail is \$138,642.70 with a possible additional cost of \$36,750.00 for the piling drilling. Staff has budgeted additional park maintenance cost in the Archibald fund that can cover the additional fees not anticipated during budgeting time.

Recommendation(s)

Staff Recommends the Board of Commissioners accept the bid as submitted and approve Speeler Companies to move forward with the Patriot Park Dock Replacement for a not to exceed if drilling is needed of \$156,465.00.

Attachments

- Speeler CO. Submittal
- Fender Marine Submittal



Date: October 24, 2023

Mandatory Pre Bid Meeting

RFP 2023-09 Patriot Park Dock Replacement

Name	Company	Email	Phone
Hillary Morgan	Fender Marine Construction	hmorgan@fendermarine.com	404 394 0785
Tim Abbott	FENDER	Tim@FENDERMARINE.COM	4072567213
Scott WEBER	SAM 520 INC	Scott@JAN520INC.COM	727433-7770
Allie Lollis	City of Madeira Beach	alollis@madeirabeachfl.gov	727 391 9951
Megan Weptler	City of Madeira Beach	mweptler@madeirabeachfl.gov	727 391 9951
DOUG SPEELER	Speeler Foundations	DOUG@SPEELER.COM	727 439 3263
Karl Bauer	Speeler Foundations	Karl@speeler.com	727-705-0972
AL CARRIER	TRANSYSTEMS	ACARRIER@TRANSYSTEMS	

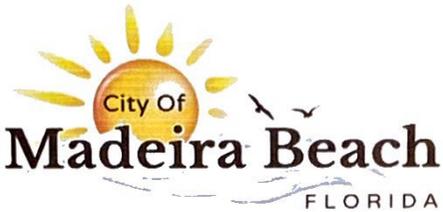


Date: November 28, 2023

Bid Opening Sign in Sheet

RFP 2023-09 Patriot Park Demo / Rebuild

Name	Company	Email	Phone
CHASE LAMMERT	SPEELER FOUNDATIONS	DOUG@SPEELER.COM	727 439 3263
AL CARRIER	TRANSYSTEMS	acARRIER@TRANSYSTEM.COM	822 151
Allie Lollis	City of Madeira Beach	alollis@madeirabeachfl.gov	727-221- 2800
Megan Wepfer	City of Madeira Beach	mwepfer@madeirabeachfl.gov	727-543- 8154



Date: November 28, 2023

Bid opening: 10:30 AM

Bid Tabulation

RFP 2023-09 Patriot Park Demo / Rebuild

Company	East Dock	West Dock	Piling Drilling	Total
Fender Marine	\$201,160.67	\$168,383.50	MOB \$46,048.00 per piling \$2,314.00	\$369,544.17
Speeler Co.	\$67,490.00	\$52,225.00	\$750 per piling	\$119,715.00



City of Madeira Beach

Request for Proposal (RFP)

RFP# 2023-09

Patriot Park Dock Replacement

Due by 10:00 AM November 7, 2023

City Hall

300 Municipal Drive

Madeira Beach, Florida 33708

PURPOSE AND INTRODUCTION

The City of Madeira Beach, Florida ("City") is requesting Proposals from Florida certified, licensed and otherwise qualified Contractors ("CONTRACTOR"), one of which may be selected by the City to enter into a Contract for the construction of a project known as the **"RFP No. 2023-09 Patriot Park Dock Replacement"** on City-owned property located at 424 150th Ave. in Madeira Beach, Pinellas County, Florida. The subject site is located within the City of Madeira Beach. See attached plans for full specs. The docks will be demoed and rebuilt per the attached Approved Permit Drawings and Permit Conditions. Permits have been acquired by Madeira Beach and Pinellas County.

MANDATORY PRE-BID MEETING

A **MANDATORY** Pre-Proposal Conference is scheduled for 10:00 a.m., on Tuesday, October 24, 2023, to be held on site at Patriot Park located at 424 150th Ave. in Madeira Beach, Florida. All persons and CONTRACTORS planning to submit a Proposal are required to attend this meeting, which will outline the project as described in this RFP and provide an opportunity for questions and answers for all interested persons. Contractors must allow sufficient time to ensure arrival prior to the indicated time. **PEOPLE ARRIVING PAST THE INDICATED TIME WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL. PROPOSALS FROM THOSE WHO HAVE FAILED TO ATTEND WILL NOT BE OPENED.**

All Proposals must be submitted to the city in a sealed envelope and clearly marked: **"City RFP No. 2023-09 Patriot Park Dock Replacement"**. All Proposals must be received in the Office of the City Clerk no later than 10:00 a.m. on Thursday, November 9, 2023, where they will be opened in a public forum at 10:30 a.m., on that same day. One (1) USB in PDF Format must be submitted. Any interpretations, clarifications or additional information not disclosed in this RFP and determined to be necessary by the City in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.madeirabeachfl.gov, to all interested persons identified by the City as having received the bid documents. The Bidder is required to check the site to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such an addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Bidders must allow sufficient time to ensure arrival prior to the stated time for the pre-bid meeting. Bids from those who have failed to attend will not be opened. Bidders arriving past the indicated time will not be eligible to submit a Bid.

Any responses received by the office of the City Clerk after the due date and time specified in this RFP will not be considered and will be returned unopened.

Corrections of any kind to any RFP must be initiated by an authorized representative of the CONTRACTOR. All Proposals must contain a manual signature of an authorized CONTRACTOR representative.

CONTACT INFORMATION

Please direct all technical inquiries concerning this Request for Proposals in writing to the following City representative. Questions must be submitted by the date listed in the calendar of events below.

Megan Wepfer
Public Works Director
300 Municipal Dr.
Madeira Beach, Florida 33708
(727) 391-9951 Ext 401
mwepfer@madeirabeachfl.gov

To submit a Request for Proposal, the submission must be **sealed and plainly marked “RFP #2023-09 Patriot Park Dock Replacement” on the outside of the mailing envelope**, addressed to: City of Madeira Beach, 300 Municipal Dr., Madeira Beach, FL 33708.

The City of Madeira Beach reserves the right to reject any or all Proposals, to waive technical specifications or deficiencies, and to accept any Proposal that it may deem to be in the best interest of the City.

CALENDAR OF EVENTS

- | | |
|------------------------------|---|
| A. October 11, 2023, | Request for Proposal (RFP) release date |
| B. October 24, 2023, | Mandatory Pre-Bid Meeting |
| C. October 30, 2023, | Questions due |
| D. November 2, 2023, | Answers / Clarification Posted |
| E. November 9, 2023, | Bid Due 10:00 AM at City Hall |
| F. November 9, 2023, | Bid Opening 10:30 AM at City Hall |
| G. November 22, 2023, | Tentative BOC Workshop Discussion |
| H. December 13, 2023, | Tentative Bid & Contract award |

SUBMITTAL REQUIREMENTS

Proposals shall include the following:

1. One (1) electronic copy (USB- PDF Format)
2. Completed Statement of Qualifications
3. Completed References form, containing at least five (5) professional references, including current contact name and phone number for similar contracts.
4. Completed Proposal Form
5. Certifications and business licenses.
 - a Include proof of corporation (sunbiz.org Division of Corporations)
6. Proof of Insurance as listed in the insurance section.
7. Signed contract with all exhibits signed and notarized.

ADDITIONAL CONDITIONS

- The “CITY” reserves the right to reject any or all proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the “CITY,” the proposals shall become the property of the “CITY” without compensation to the proponent, for disposition or usage by the

“CITY” at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.

- Costs to Prepare Responses: The “CITY” assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposals. RFP 2023-08: On-Call Electrical Services 6
- Equal Employment Opportunity: During the performance of this Contract, the “CONTRACTOR” agrees as follows: The “CONTRACTOR” will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated with this project.

PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the “CITY,” as a public entity, may not consider a proposal package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law. A person or an affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount supplied in Section 287.017, Florida Statutes, for CATEGORY TWO for a 16 period of thirty-six (36) months from the date of being placed on the convicted vendors list.

SCOPE OF SERVICES

This project consists of the removal and replacement of two dock in patriot park. The first dock terminal platform is 80’X 10’ with a 10’ X 20’ walkway and the second has a 20’ X 25’ terminal platform with a 10.1’ X 20.3’ walkway. Both docks will be removed, and the contractor will be responsible for disposal. The total project square footage is 1705.2 feet with a total number of 48 pilings between the 2 docks.

DESCRIPTION OF WORK

There are two (2) docks located at Patriot Park that are utilized for fishing and observation. These docks will be removed entirely and replaced with all new. All new includes pilings, stringers, hardware, decking, and piling caps. The CONTRACTOR will be responsible for the disposal of all demo materials from the old and the building of the new. Plans are attached. A permit has been obtained from Madeira

Beach and Pinellas County for this project. The CONTRACTOR will be responsible for calling in all inspections to the city of Madeira Beach per permit checklist.

CRITERIA FOR SELECTION OF CONTRACTORS

Proposals shall be reviewed by a selection committee, ranked based on the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score. Evaluation and ranking shall be based upon the criteria herein and the highest ranked Contractor shall be determined by tally of the number one ranked proposer(s) among the selection committee. The selection process shall be open to the public and records maintained in accordance with Florida Statutes.

In evaluating Bidders, Owner may consider the qualifications of Bidders and the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

Evaluation Scoring Criteria	Possible Points
Capability and qualifications of the proposer	20
Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.	15
Resources and Availability – include a list of subcontractors	15
Client References and past performance	15
Total Bid Cost	35
Total	

AWARD

It is understood that the “CITY” of Madeira Beach is not obligated to make an award under, or because of, this RFP or to award such contract. The “CITY” of Madeira Beach reserves the right to award such contract, if any, to the best qualified Respondent(s). The “CITY” of Madeira Beach has the sole discretion and reserves the right to cancel this RFP, and to reject all proposal packages, to waive all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the “CITY” of Madeira Beach’s best interest to do so.



6111 142nd Ave. N.
Clearwater, FL 33760
Office (727) 535-5735
Fax (727) 535-6041
www.speeler.com

City of Madeira Beach RFP#2023-09
Patriot Park Dock Replacement
Statement of Qualification

Speeler Foundations, Inc. is a well-respected marine construction company located in Pinellas County. Our work spans all of Pinellas County, including residential, commercial, and governmental projects. In addition to the numerous residential projects, we have completed work several cities, including Madeira Beach, Gulfport, St. Petersburg, Indian Shores & Clearwater, as well as the Florida Fish & Wildlife Commission, the St. Petersburg Sheriff's Dept., Pinellas County Water & Navigation, and the Coast Guard.

We thoroughly understand the scope of work requested in RFP#2023-09 and feel that we are highly qualified to perform this work.

We obtain our quality materials from Decks & Docks Lumber Company & Owens Corning WearDeck. We are a self-sufficient marine construction company and perform all of our own construction work. For this project, we would subcontract the piling wrapping portion of the work to Coastal Dock Concepts.

Work can commence construction within 30 – 60 working days(Monday – Friday) after being awarded bid.

If you need any further information, please let me know.

Thank you,

Douglas R. Speeler, Jr.

STATEMENT OF QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets or attachments, as necessary.

- 1. Name of Contractor: Douglas Speeler Jr
- 2. Name of Business (if different than #1): Speeler Foundations, Inc
- 3. Form of Entity: S- Corp
- 4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.):
6111 142nd Ave N Clearwater, FL 33760 727-535-5735
- 5. Date Organized: September 5, 2000 Type text here
- 6. Where Organized: Pinellas, Florida
- 7. How many years have you been engaged in the Marine Dock building under your present name; also, state names and dates of previous business names, if any. 23 years
- 8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: No
- 9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: No
- 10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: Loggerhead Marina Dec12,2022- until completed
- 11. List your key personnel available for this contract.: Jeff Patterson & Heather Borsh

The City of Madeira Beach reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

Dasz
Authorized Signature

11/22/23
Date Signed

NOTARY

State of: Florida

County of: Pinellas

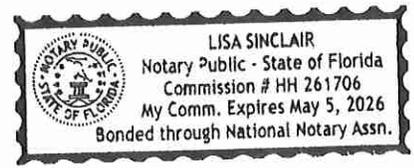
Sworn to and subscribed before me this 22nd day of November, 2023

Personally Known or Produced Identification _____ (Specify Type of Identification)

Signature of Notary *Lisa Sinclair*

(seal)

My Commission Expires May 5, 2026



REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Ed Shaughnessy

Business Name Belleair Country Club

Business Address One Country Club Way

Contact Phone 727-461-7171

Contact Email ed@belleaircc.com Other

Information (describe): Dock construction & boat lift installation

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Sam Lowrey

Business Name Gulfport Marina LLC- Marine Max

Business Address 6810 Gulfport Blvd S So. Pasadena 33707

Contact Phone 727-228-7672

Contact Email sam.lowrey@marinemax.com Other _____

Information (describe):

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Bob Lyons

Business Name Sunwest Construction - Multiple projects

Business Address 20001 Gulf Blvd Ste #1 Indian Shores 33785

Contact Phone 727-330-7772

Contact Email bob@sunwestconstructionllc.com Other

Information (describe):

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Dave Travis

Business Name Travis Corp of Pinellas

Business Address 9293 Bay Pines Blvd Seminole 33708

Contact Phone 727-639-7203

Contact Email davetravis@baypinesmarina.com Other

Information (describe): Dock rebuild & boat lift install

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Terry Russell

Business Name Harborside Boat Club Madeira Beach

Business Address 20001 Gulf Blvd #5 Indian Shores 33785

Contact Phone 727-517-6143

Contact Email trussell@krmanagement.com Other

Information (describe): Dock rebuild

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

NO COLLUSION

By offering a submission to this Request for Proposal, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

TERMINATION

The resulting contract may be canceled by the City when:

- a. When sufficient funds are not available to continue its full and faithful performance of this contract.
- b. Sub-standard or non-performance of contract.
- c. The City wishes to terminate it at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the Board of Commissioners, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal.
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent.
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent.
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The Contractor shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

COMPLIANCE WITH ALL APPLICABLE LAWS

Respondents shall comply with all applicable local, state, and federal laws and codes.

PROPOSAL PACKAGE SECTIONS

The Respondent shall organize its proposal package into the following major sections:

- A. Statement of Qualification: To be submitted on the “CONTRACTOR” letterhead. The statement of interest shall:
 - Concisely state the “CONTRACTOR”’s understanding of the RFP.
 - Include additional relevant information not requested elsewhere in the RFP.
 - The signature on the statement shall be that of a person authorized to represent and bind the “CONTRACTOR”
- B. References- current, or recent project relating to the RFP.
 - Provide a minimum of five (5) references for work performed like the scope of this RFP.
- C. Proposal Form - signed and completed.
- D. CONTRACTOR Profile – Completed
- E. Hold Harmless Agreement – signed and completed.
- F. Sworn Statement to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes form- signed and completed.
- G. Immigration Affidavit certification- Signed and completed.
- H. Bid Tabulation Form
- I. Contractors Licenses
- J. Certificate of Insurance
- K. Signed Agreement for Dock replacement.
 - Exhibit A Public Contracting and Environmental Crimes Certificate- signed and completed.
 - Exhibit B Drug Free Workplace Certificate – Signed and completed.

PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals Douglas Speeler Jr

Name of Person Submitting Proposals Douglas Speeler Jr

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments here to attached. The "CONTRACTOR" proposes and agrees, if this submission is accepted, to contract with the "CITY" of Madeira Beach to furnish all necessary materials, equipment, labor, and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The "CONTRACTOR" agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
#1 _____	11/2/2023 _____
#2 _____	11/16/2023 _____
#3 _____	11/20/2023 _____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.

“CONTRACTOR” PROFILE

Speeler Foundations Inc.

Submitted by (Company Name)

Circle one of the following:

Corporation

Partnership

Individual

Joint Venture

Other Describe: _____

Florida Contractor License Number: C-8853 & C-6981

Expiration Date: 9/30/2024 Unique Entity ID: _____ FEIN: 59-3669172

Office Location: 6111 142nd Ave N Clearwater, FL 33760 727-535-5735

Number of people in your organization: 46

Length of time the Contractor has been doing business under this name in Florida: 23 years.

Length of time your firm has provided services to governmental clients: 23 years.

Under what other name(s) has your firm operated: Speeler Companies

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES

NO

If yes, Include a detailed explanation.

HOLD HARMLESS AGREEMENT

The Contractor agrees to hold the City of Madeira Beach harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Contractor.

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Douglas Speeler Jr
Contractor/ "CONTRACTOR"- Printed Name


Signature

Patriot Park Dock Replacement
Project Name

11/22/23
Date

The effective date of this Hold Harmless Agreement shall be the duration of this project.

SWORN STATEMENT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM

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

1. This sworn statement is submitted to the "CITY" of Madeira Beach

By Douglas Speeler Jr
(Print individual's name and title)

for Speeler Foundations Inc.
(Print name of entity submitting sworn statement)

whose business address is 6111 142nd Ave N Clearwater, FL 33760 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3669172.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

NO Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

NO The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

NO The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "CONTRACTOR" list. (Attach a copy of the final order)

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

[Signature]
Authorized Signature
11/24/23
Date Signed

State of: Florida
County of: Pinellas

Sworn to and subscribed before me this 22 day of NOV, 2023

Personally Known [Signature] or Produced Identification _____
(Specify Type of Identification)

[Signature]
Signature of Notary

My Commission Expires May 5 2026
(seal)



This document must be completed and returned with your submission.

IMMIGRATION AFFIDAVIT CERTIFICATION

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants/Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant/Bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant/Bidder's proposal as nonresponsive.

The City of Madeira Beach will not intentionally award City contracts to any Consultant who knowingly employs unauthorized workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA"). The City of Madeira Beach may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A(e) of the INA shall be grounds for unilateral termination of the contract by the City of Madeira Beach.

Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Consultant/Bidder's proposal.

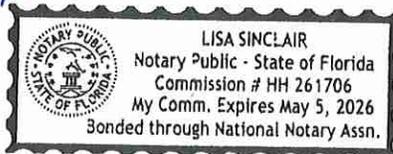
Company Name: Speeler Foundations Inc.
Print Name: Douglas Speeler Jr Title: President
Signature: [Handwritten Signature] Date: 11/22/23
State of: Pinellas Florida
County of: Pinellas
Sworn to and subscribed before me this 22 day of NOV, 2023

Personally Known [Initials] or Produced Identification _____
(Specify Type of Identification)

[Handwritten Signature]
Signature of Notary

My Commission Expires May 5 2026

(seal)



The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. This document must be completed and returned with your submission.

BID TABULATION FORM

Description	UNIT	EST. QUAN.	UNIT PRICE	AMOUNT
West Dock Total Cost	LS	1	\$	\$ 52,225.00
East Dock Total Cost	LS	1	\$	\$ 67,490.00
TOTAL Project cost				\$ 119,715.00

PROPOSED TOTAL BASE CONTRACT PRICE (Amount Written in numbers) \$ 119,715.00

PROPOSED TOTAL BASE CONTRACT PRICE (Amount written in words) \$ _____
One Hundred Nineteen Thousand Seven Hundred Fifteen & 00/100 Dollars

NOTE: All material(rail, top board, bait shelf) and fasteners for handrail to be provided by City of Madeira Beach. Cost only includes installation of provided materials.

Signature: 

Printed Name: Douglas Speeler Jr.

Date: 11/22/23

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 Douglas Speeler Jr
[print individual's name and title]

for Speeler Foundations Inc.

[print name of entity submitting sworn statement]

whose business address is: 6111 142nd Ave N Clearwater, FL 33760

and Federal Employer Identification Number (FEIN) is 59-3669172, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 226-61-1431

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 and 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]
Authorized Signature

11/22/23
Date Signed

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 22 day of Nov, 2023

Personally Known [initials] or Produced Identification _____

(Specify Type of Identification)
[Signature] Signature of Notary

My Commission Expires May 5 2026

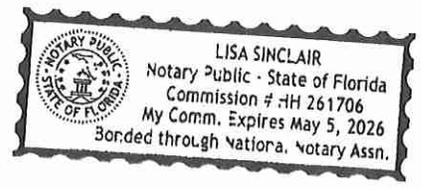


EXHIBIT B DRUG FREE WORKPLACE CERTIFICATION

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 Douglas Speeler Jr
[print individual's name and title]

for Speeler Foundations, Inc [print name of entity submitting sworn statement]

whose business address is: 6111 142nd Ave N Clearwater, FL 33760 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3669172 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 266-61-1431)

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 workplace by:

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 workplace 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 workplace.
 - (ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, 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 workplaces 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 workplace 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 workplace 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 workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace 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.



 Authorized Signature

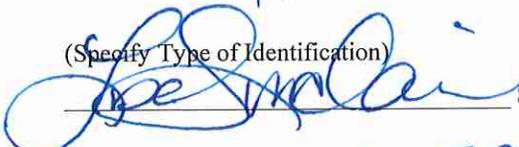
 11/22/23
 Date Signed

State of: Florida

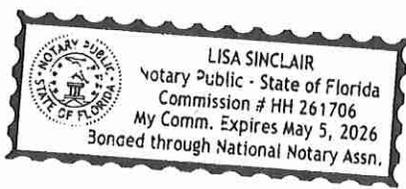
County of: Pinellas

Sworn to and subscribed before me this 22 day of Nov, 2023

Personally Known or Produced Identification _____

(Specify Type of Identification)

 _____ Signature of Notary

My Commission Expires May 5 2026



C-6981

*Speeler, Douglas R
6111 142nd Avenue
Clearwater, FL 33760*



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD
COMPETENCY CARD**

**THIS CERTIFIES THAT Douglas R Speeler Jr
DBA Speeler Foundations Inc**

**HAS MET ALL THE REQUIREMENTS FOR HOLDING A
COUNTYWIDE CERTIFICATE OF COMPETENCY NO.
C-6981**

**AND IS DULY CERTIFIED AS A(N)
Pile Driving Spec Contractor**

**IN GOOD STANDING UNTIL June 30, 2024
DATE OF ISSUANCE 09/20/2023**

*** Please cut out license along lines**

C-8853

*Speeler, Douglas R
6111 142nd Avenue N
Clearwater, FL 33760*



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD
COMPETENCY CARD**

**THIS CERTIFIES THAT Douglas R Speeler Jr
DBA Speeler Foundations Inc**

**HAS MET ALL THE REQUIREMENTS FOR HOLDING A
COUNTYWIDE CERTIFICATE OF COMPETENCY NO.
C-8853**

**AND IS DULY CERTIFIED AS A(N)
Marine Specialty Contractor**

**IN GOOD STANDING UNTIL September 30, 2024
DATE OF ISSUANCE 09/20/2023**

*** Please cut out license along lines**



CERTIFICATE OF LIABILITY INSURANCE

Item 11B.

DATE (MM/DD/YYYY)
11/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Susan Kern, AAI CIC CPIW	
Stahl & Associates Insurance Inc.		PHONE (A/C, No, Ext): (813) 818-5300	FAX (A/C, No): (813) 818-5396
3939 Tampa Road		E-MAIL ADDRESS: susan.kern@stahlinsurance.com	
Oldsmar FL 34677		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Indemnity Insurance Co of North America	NAIC # 43575
		INSURER B: Auto Owners Insurance Co	18988
		INSURER C: American Interstate Insurance Co	31895
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 23-24 w/Auto REN 6/5/23 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			N10767118	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	Marine General Liability						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			4268393701	06/05/2023	06/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			N10767155	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AVWCFL3145912023	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER Includes USL&H
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crew Coverage/Jones Act Contractors Equipment			N10767076	01/01/2023	01/01/2024	Up to 12 Crew See Schedule \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Madeira Beach 300 Municipal Drive Madeira Beach FL 33708	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



**SPEELER
COMPANIES**
DOCKS | LIFTS | SEAWALLS
FOUNDATIONS

6111 142nd Ave. N.
Clearwater, FL 33760
Office (727) 535-5735
Fax (727) 535-6041
www.speeler.com

City of Madeira Beach RFP#2023-09
Patriot Park Dock Replacement

If it becomes necessary for Speeler Foundations, Inc. to use drilling in order to reach proper penetration for the docks, there will be a charge of \$750.00 per piling for any poles that must be drilled.

If you need any further information, please let me know.

Thank you,

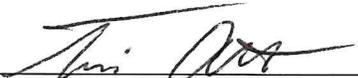
Heather Borsh

STATEMENT OF QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets or attachments, as necessary.

- 1. Name of Contractor: Fender Marine Construction
- 2. Name of Business (if different than #1): _____
- 3. Form of Entity: Corporation
- 4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.):
8010 Sunport Drive Unit 123 Orlando, FL 32809
- 5. Date Organized: 10/21/2021
- 6. Where Organized: Orlando, FL
- 7. How many years have you been engaged in the Marine Dock building under your present name; also, state names and dates of previous business names, if any. 2 Years under Fender Marine Construction and since 2001 under Cloud 9 Services DBA Fender Marine Construction
- 8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: NO
- 9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: NO
- 10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: WDW Project Echo, Duke Energy Cofferdams, USCG Pier Replacement Port Canaveral
- 11. List your key personnel available for this contract.: Timothy Abbott

The City of Madeira Beach reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.



 Authorized Signature
 11/27/2023

 Date Signed

NOTARY

State of: Florida

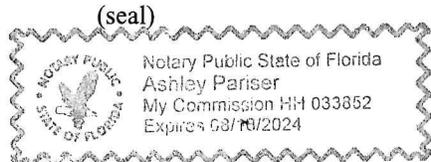
County of: Orange

Sworn to and subscribed before me this 27 day of November, 2023.

Personally Known x or Produced Identification Driver's License
(Specify Type of Identification)

Signature of Notary 

My Commission Expires 08/18/2024

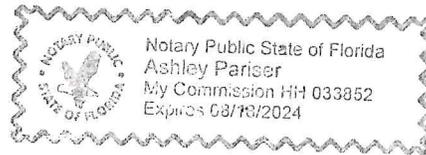




Item 11B.

STATEMENT OF QUALIFICATIONS

We Fender Marine Construction understand RFP#09-2023- Patriot Park Dock Replacement. We are proud members of the Florida Marine Contractors Association and have many years of experience completing Marine Construction in a lot of different areas such as: Boat Ramps, Boat Docks, Boat Ramps, Boardwalks, Seawalls, Cofferdams, Pile Driving, etc.



11/27/23

Fender Marine Construction, Inc A Proud ESOP Company
sales@FenderMarine.com
www.FenderMarine.com

8010 Sunport Drive, Suite 123
Orlando, FL 32809
P. (407)481-8383

Florida State Certified General Contractor CBC1263789

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name William Hawthorne

Business Name Toll Brothers

Business Address 2966 Commerce Park Dr. Suite 100, Orlando, FL 32819

Contact Phone 407-345-6008

Contact Email whawthorne@tollbrothers.com Other

Information (describe): Install 578LF of Aluminum Retaining Wall

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner’s and Consultant’s Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name USCG FDCC

Business Name USCG FDCC

Business Address Port Canaveral Pier Replacement

Contact Phone _____

Contact Email _____ Other

Information (describe): 65' of Pile Rebuild Bulk Head.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Mr. Lentz

Business Name Las Brisas Homeowners Association

Business Address 3001 S Atlantic Ave, New Smyrna Beach, FL 32169

Contact Phone (386) 427-6602

Contact Email fastlan1@bellsouth.net Other

Information (describe): Hurricane Nicole Seal Wall 290LF.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Ryan Kornder

Business Name D.H Griffin Wrecking Company

Business Address 2812 Airport Rd, Plant City, FL 33563

Contact Phone 813-365-0601

Contact Email rkornder@dhgriffin.com Other

Information (describe): 650Ft of Cofferdam Removal with 650FT beams.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Christian Walker

Business Name Walt Disney World

Business Address 1800 Live Oak Lane Orlando, FL 32830

Contact Phone 407-828-2034

Contact Email christian.s.walker@disney.com Other

Information (describe): Rebuild barge and Marina Pile Driving 18x5 Pipe Pile 12x12 Steel Plates.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

NO COLLUSION

By offering a submission to this Request for Proposal, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

TERMINATION

The resulting contract may be canceled by the City when:

- a. When sufficient funds are not available to continue its full and faithful performance of this contract.
- b. Sub-standard or non-performance of contract.
- c. The City wishes to terminate it at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the Board of Commissioners, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal.
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent.
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent.
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The Contractor shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

COMPLIANCE WITH ALL APPLICABLE LAWS

Respondents shall comply with all applicable local, state, and federal laws and codes.

PROPOSAL PACKAGE SECTIONS

The Respondent shall organize its proposal package into the following major sections:

- A. Statement of Qualification: To be submitted on the “CONTRACTOR” letterhead. The statement of interest shall:
 - Concisely state the “CONTRACTOR”’s understanding of the RFP.
 - Include additional relevant information not requested elsewhere in the RFP.
 - The signature on the statement shall be that of a person authorized to represent and bind the “CONTRACTOR”
- B. References- current, or recent project relating to the RFP.
 - Provide a minimum of five (5) references for work performed like the scope of this RFP.
- C. Proposal Form - signed and completed.
- D. CONTRACTOR Profile – Completed
- E. Hold Harmless Agreement – signed and completed.
- F. Sworn Statement to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes form- signed and completed.
- G. Immigration Affidavit certification- Signed and completed.
- H. Bid Tabulation Form
- I. Contractors Licenses
- J. Certificate of Insurance
- K. Signed Agreement for Dock replacement.
 - Exhibit A Public Contracting and Environmental Crimes Certificate- signed and completed.
 - Exhibit B Drug Free Workplace Certificate – Signed and completed.

PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals Fender Marine Construction

Name of Person Submitting Proposals Timothy Abbott

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments here to attached. The "CONTRACTOR" proposes and agrees, if this submission is accepted, to contract with the "CITY" of Madeira Beach to furnish all necessary materials, equipment, labor, and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The "CONTRACTOR" agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
<u>1</u>	<u>11/02/2023</u>
<u>2</u>	<u>11/16/2023</u>
<u>3</u>	<u>11/20/2023</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at the Site.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, 19 progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. The Bidder has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

Signature 

Date 11/27/2023

RFP Number 2023-09 Check if exception(s) or deviation(s) to specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

HOLD HARMLESS AGREEMENT

The Contractor agrees to hold the City of Madeira Beach harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Contractor.

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Timothy Abbott

Contractor/ "CONTRACTOR"- Printed Name



Signature

RFP# 2023-09 Patriot Park Dock Replacement

Project Name

11/27/2023

Date

The effective date of this Hold Harmless Agreement shall be the duration of this project.

SWORN STATEMENT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM

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

1. This sworn statement is submitted to the "CITY" of Madeira Beach

By Timothy Abbott -Contractor
(Print individual's name and title)

for Fender Marine Construction
(Print name of entity submitting sworn statement)

whose business address is 8010 Sunport Drive Unit 123 Orlando, FL 32809 and (if applicable) its Federal Employer Identification Number (FEIN) is 85-3598296.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

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

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

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

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

[Signature]
Authorized Signature

11/27/2023
Date Signed

State of: Florida

County of: Orange

Sworn to and subscribed before me this 27 day of November, 2023.

Personally Known x or Produced Identification drivers license

(Specify Type of Identification)

[Signature]
Signature of Notary

My Commission Expires 08/18/2024



This document must be completed and returned with your submission.

IMMIGRATION AFFIDAVIT CERTIFICATION

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants/Bidders



November 27, 2023

Megan Wepfer
City of Madeira Beach
Public Works Director

Re: Pre-Drill Pile for Patriot Park Dock Replacement

Dear Megan,

We have created the following line item based on Addendum #3 question #5.

5. Add a line item for drilling pilings.

Response: See revised Bid Item List with pile drilling line item added.

Clarifications:

We must be granted access to the site within 80' from the centrepin of the 100-ton Rough Terrain crane to the farthest pile. The crane will be used to lift the auger and leads to pre-drill for the pile.

Our operations may damage the existing concrete, pavement, and some shrubs. We will endeavor to keep the damage to a minimum; however, we have not included the restoration of the concrete, pavement, or landscaping in our proposal.

The total price to mobilize and demobilize equipment necessary to drill the pile is \$46,048.00

The price per pile after mobilization is \$2,314.00

FenderMarineConstruction.com
sales@FenderMarine.com
P. (407)481-8383

8010 Sunport Drive Suite 123
Orlando, FL 32809
www.fendermarine.com

Florida State Certified General Contractor CBC1263789

are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant/Bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant/Bidder's proposal as nonresponsive.

The City of Madeira Beach will not intentionally award City contracts to any Consultant who knowingly employs unauthorized workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA"). The City of Madeira Beach may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A(e) of the INA shall be grounds for unilateral termination of the contract by the City of Madeira Beach.

Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Consultant/Bidder's proposal.

Company Name: Fender Marine Construction

Print Name: Timothy Abbott Title: Contractor

Signature *Timothy Abbott* Date: 11/29/2023

State of: Florida

County of: Orange

Sworn to and subscribed before me this 27 day of November, 2023.

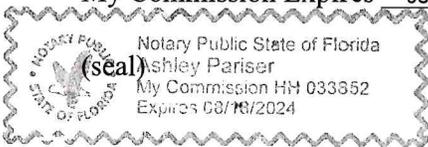
Personally Known or Produced Identification Drivers License

(Specify Type of Identification)

Ashley Pariser

Signature of Notary

My Commission Expires 08/18/2024



The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. This document must be completed and returned with your submission.

BID TABULATION FORM

Description	UNIT	EST. QUAN.	UNIT PRICE	AMOUNT
West Dock Total Cost	LS	1	\$ 168,383.50	\$ 168,383.50

East Dock Total Cost	LS	1	\$ 201,160.67	\$ 201,160.67
TOTAL Project cost				\$ 369,544.17

PROPOSED TOTAL BASE CONTRACT PRICE (Amount Written in numbers) \$ 369,544.17

PROPOSED TOTAL BASE CONTRACT PRICE (Amount written in words) \$ three hundred sixty
nine thousand five hundred forty four dollars and seventeen cents.

Signature: 

Printed Name: Timothy Abbott

Date: 11/27/2023

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.

Ron DeSantis, Governor



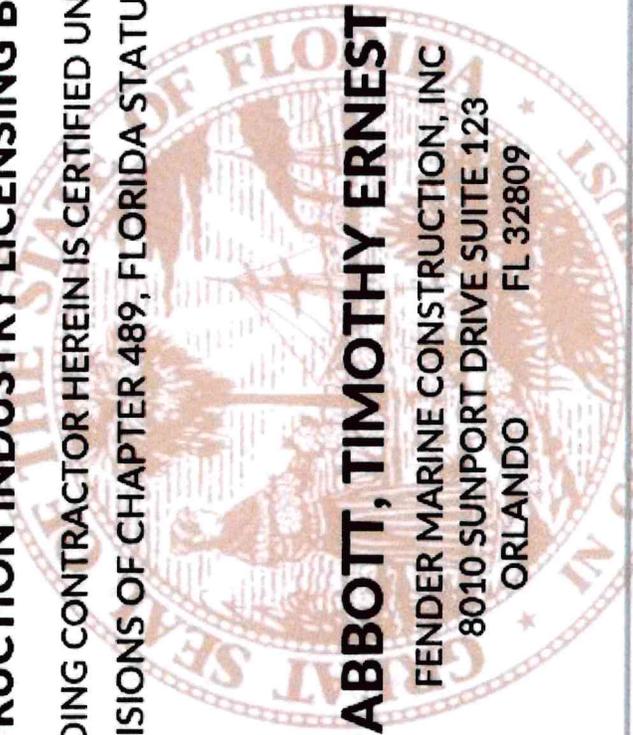
Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



ABBOTT, TIMOTHY ERNEST

FENDER MARINE CONSTRUCTION, INC
8010 SUNPORT DRIVE SUITE 123
ORLANDO FL 32809

LICENSE NUMBER: CBC1263789

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CERTIFICATE OF LIABILITY INSURANCE

DATE	Item 11B.
0	

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kelly White & Associates Insurance, LLC 1622 Hickman Road Jacksonville FL 32216		CONTACT NAME: HOUSE PHONE (A/C No. Ext): 904-880-8881 E-MAIL ADDRESS: kelly@kwhiteinsurance.com FAX (A/C No):																						
INSURED Fender Marine Construction, Inc. 8010 Sunport Dr Ste 123 Orlando FL 32809-7898		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>RLI Insurance Co AM Best A+ XI</td> <td>13056</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Property Casualty Company of America</td> <td>09011</td> </tr> <tr> <td>INSURER C:</td> <td>RLI Insurance Co AM Best A+ XI</td> <td>13056</td> </tr> <tr> <td>INSURER D:</td> <td>American Interstate Ins Co</td> <td>31895</td> </tr> <tr> <td>INSURER E:</td> <td>Evanston Insurance Co</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	RLI Insurance Co AM Best A+ XI	13056	INSURER B:	Travelers Property Casualty Company of America	09011	INSURER C:	RLI Insurance Co AM Best A+ XI	13056	INSURER D:	American Interstate Ins Co	31895	INSURER E:	Evanston Insurance Co		INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	RLI Insurance Co AM Best A+ XI	13056																						
INSURER B:	Travelers Property Casualty Company of America	09011																						
INSURER C:	RLI Insurance Co AM Best A+ XI	13056																						
INSURER D:	American Interstate Ins Co	31895																						
INSURER E:	Evanston Insurance Co																							
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** FEND23071710431408 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		MRP0200198	12/20/2022	12/20/2023	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input checked="" type="checkbox"/> Protection & Indemnity					MED EXP (Any one person) \$ 10,000	
	<input checked="" type="checkbox"/> Primary & Non-Contributory					PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000	
OTHER:						R/L Equipment \$ \$300,000	
B	AUTOMOBILE LIABILITY		BA6R966879	12/20/2022	12/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$	
PIP \$ 10,000							
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		MEX0200071	12/20/2022	12/20/2023	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 25,000					\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		AVWCFL3184172023	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER USL&H 6006F	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N				N/A	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractors Pollution Liab		MKLV2ENV103594	07/10/2023	07/10/2024	Per Occurrence \$1,000,000 General Aggregate \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Fender Marine Construction, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

C Corporation

S Corporation

Partnership

Trust/estate

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
8010 Sunport Drive Suite 123

6 City, state, and ZIP code
Orlando, FL 32809

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

8	5	-	3	5	9	8	2	9	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Bonnie Roberts* Date ▶ *3/22/22*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

This Organization Participates in E-Verify

Esta Organización Participa en E-Verify



This employer participates in E-Verify and will provide the federal government with your Form I-9 information to confirm that you are authorized to work in the U.S.

If E-Verify cannot confirm that you are authorized to work, this employer is required to give you written instructions and an opportunity to contact Department of Homeland Security (DHS) or Social Security Administration (SSA) so you can begin to resolve the issue before the employer can take any action against you, including terminating your employment.

Employers can only use E-Verify once you have accepted a job offer and completed the Form I-9.

Este empleador participa en E-Verify y proporcionará al gobierno federal la información de su Formulario I-9 para confirmar que usted está autorizado para trabajar en los EE.UU..

Si E-Verify no puede confirmar que usted está autorizado para trabajar, este empleador está requerido a darle instrucciones por escrito y una oportunidad de contactar al Departamento de Seguridad Nacional (DHS) o a la Administración del Seguro Social (SSA) para que pueda empezar a resolver el problema antes de que el empleador pueda tomar cualquier acción en su contra, incluyendo la terminación de su empleo.

Los empleadores sólo pueden utilizar E-Verify una vez que usted haya aceptado una oferta de trabajo y completado el Formulario I-9.

E-Verify Works for Everyone

For more information on E-Verify, or if you believe that your employer has violated its E-Verify responsibilities, please contact DHS.

E-Verify Funciona Para Todos

Para más información sobre E-Verify, o si usted cree que su empleador ha violado sus responsabilidades de E-Verify, por favor contacte a DHS.

888-897-7781

E-Verify.gov



E-VERIFY IS A SERVICE OF DHS AND SSA

The E-Verify logo and mark are registered trademarks of Department of Homeland Security. Commercial sale of this poster is strictly prohibited.

English / Spanish Poster

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Fender Marine Construction [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Fender Marine Construction [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]

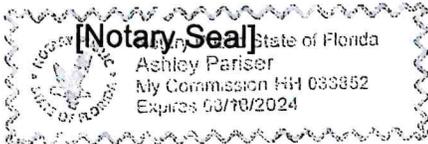
Print Name: Tim Abbott

Date: 11/27/2023

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11/27/2023 (date) by Timothy Abbott (name of officer or agent, title of officer or agent) of Senior Estimator (name of contractor company acknowledging), a Fender Marine Construction (state or place of incorporation) corporation, on behalf of the corporation. **He/she is personally known to me** or has produced Drivers License (type of identification) as identification.



[Signature]
Notary Public

Ashley Pariser
Name typed, printed or stamped

My Commission Expires: 08/18/2024



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
FENDER MARINE CONSTRUCTION, INC.

Filing Information

Document Number	P21000089399
FEI/EIN Number	85-3598296
Date Filed	10/12/2021
Effective Date	10/09/2020
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	12/13/2021
Event Effective Date	NONE

Principal Address

8010 Sunport Drive
Unite 123
Orlando, FL 32809

Changed: 08/29/2022

Mailing Address

8010 Sunport Drive
Unite 123
Orlando, FL 32809

Changed: 08/29/2022

Registered Agent Name & Address

FENDER, RICK
8010 Sunport Drive
Unite 123
Orlando, FL 32809

Address Changed: 08/29/2022

Officer/Director Detail

Name & Address

Title BOARD of DIRECTORS

Item 11B.

FENDER, RICHARD
8010 SUNPORT DR
UNIT 123
ORLANDO, FL 32809

Title CEO

Hallameyer, Christopher T
8010 Sunport Drive
Unite 123
Orlando, FL 32809

Title CFO

Recenello, John
8010 Sunport Drive
Unite 123
Orlando, FL 32809

Title COO

Heatherly , John
8010 Sunport Drive
Unite 123
Orlando, FL 32809

Annual Reports

Report Year	Filed Date
2023	01/08/2023
2023	08/15/2023
2023	11/09/2023

Document Images

11/09/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
08/15/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/08/2023 -- ANNUAL REPORT	View image in PDF format
08/29/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
12/13/2021 -- Amended and Restated Articles	View image in PDF format
10/12/2021 -- Domestic Profit	View image in PDF format

© 2023 Sunbiz.org. All rights reserved.

This sworn statement is submitted to the CITY OF MADEIRA BEACH by Timothy Abbott- Contractor
[print individual's name and title]

for Fender Marine Construction
[print name of entity submitting sworn statement]

whose business address is: 8010 Sunport Drive Unit 123 Orlando, FL 32809

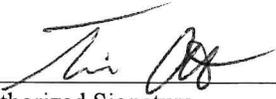
and Federal Employer Identification Number (FEIN) is 85-3598296, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

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 and 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.



Authorized Signature

11/27/2023
Date Signed

State of: Florida

County of: Orange

Sworn to and subscribed before me this 27 day of November, 2023.

Personally Known x or Produced Identification Drivers License

(Specify Type of Identification)

[Handwritten Signature] Signature of Notary

My Commission Expires 08/18/2024



EXHIBIT B DRUG FREE WORKPLACE 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 Timothy Abbott-Contractor

[print individual's name and title]

for Fender Marine Construction [print name of entity submitting sworn statement]

whose business address is: 8010 Sunport Drive Unit 123 Orlando, FL 32809 and (if

applicable) its Federal Employer Identification Number (FEIN) is 85-3598296 (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 workplace by:

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 workplace 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 workplace.
 - (ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, 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 workplaces 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 workplace 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 workplace 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 workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace 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.

[Handwritten Signature]

Authorized Signature

11/27/2023

Date Signed

State of: Florida

County of: Orange

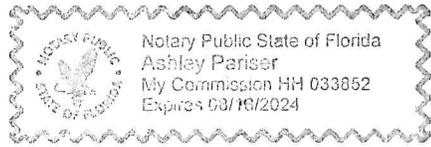
Sworn to and subscribed before me this 27 day of November, 2023.

Personally Known X or Produced Identification Drivers License

(Specify Type of Identification)

[Handwritten Signature] Signature of Notary

My Commission Expires 08/18/2024





300 Municipal Drive
Madeira Beach, Florida 33708
727-391-9951
Fax 727-395-9361
www.madeirabeachfl.gov

Addendum #1

1. Questions / Clarifications to be posted by 5:00 PM November 16, 202.
 - a. We are waiting on details on the Aluminum handrail.
2. Bid Due November 23, 2023 at 10:00 AM
3. Bid Opening November 23, 2023 at 10:30 AM



300 Municipal Drive
Madeira Beach, Florida 33708
727-391-9951
Fax 727-395-9361
www.madeirabeachfl.gov

Addendum #2

1. Questions / Clarifications to be posted by 5:00 PM November 21, 202.
 - a. We are waiting on details on the Aluminum handrail.
2. Bid Due November 28, 2023 at 10:00 AM
3. Bid Opening November 28, 2023 at 10:30 AM



City of Madeira Beach

ADDENDUM #3

A. To the drawings and specifications to Patriot Park Dock Demo / Rebuild, RFP# 2023-09. Revision to the dock ADA compliant handrail.

1. *The handrails and fasteners will be purchased by the City of Madeira Beach through a direct purchase from the manufacturer. The City will coordinate delivery of the handrails to the project site. The Dock contractor will be responsible for installing the handrails on the dock and the fee for handrail installation must be included in the bid price for the construction of the dock.*

B. Submitted Contractor questions:

RFP 2023-09 Patriot Park Dock Reconstruction Per Bid meeting clarifications 10-24-23

1. Have a alternate line item for Aluminum Handrail option
Response: See A. above for handrail to be installed by the contractor.
2. 4x4 with blocking in between
Response: See revised dock drawings and specifications, blocking not needed for handrail fastening.
3. The top handrail is 2x6 not 2x4.
Response: Top handrail to be furnished with handrails.
4. Handrail piling is not notched, bolted all the way through.
Response: see revised dock drawings and specifications, piling is not notched.
5. Add a line item for drilling pilings.
Response: See revised Bid Item List with pile drilling line item added.
6. The city will coordinate the closing of the park and safety fence during the project.
Response: The City will fence off a portion of the park to allow the contractor sufficient room to work and provide a laydown area for the duration of the construction of the docks.

- 7. Bolt handrails all the way through the pilings
Response: See revised Dock drawings, handrails to be through bolted through perimeter stringers.
- 8. Install a 4x4 between the seawall and piling to close the gap before the handrail starts.
Response: 4 x 4 not needed with new handrail design.
- 9. The city will talk with Gator to purchase the materials directly.
Response: Aluminum handrails will be furnished by the City.
- 10. The City will allow staging on the park property, exact location will be determined at contract negotiations
Response: Yes, see above.
- 11. Can we switch the decking to 1x6 instead of 2x6?
Response: For the bid, please use 2 x 6 decking
- 12. Are 10" tip piling necessary? We use 8" tip standard that are a lot less money
Response: For the bid, please use 10 inch tip piling
- 13. The drawings show a 12" minimum overhang where drop down rail sections are. In some of the spots, it is impossible to do it. The way that drawing is we were wondering if those can be eliminated because they serve no purpose
Response: The 12 inch overhang is required to meet ADA compliance. See revised drawings. The decking will need to be trimmed around the railing supports where the deck is extended 12 inches.

Please direct all technical inquiries concerning this Request for Proposals in writing to the following City representative. Questions must be submitted by the date listed in the calendar of events below.

Megan Wepfer
Public Works Director
300 Municipal Dr.
Madeira Beach, Florida 33708
(727) 391-9951 Ext 401
mwepfer@madeirabeachfl.gov

CALENDAR OF EVENTS

- A. October 23, 2023, Questions due
- B. November 21, 2023, Answers / Clarification Posted
- C. November 28, 2023, Bid Due 10:00 AM at City Hall
- D. November 28, 2023, Bid Opening 10:30 AM at City Hall
- E. December 13, 2023, Tentative BOC Workshop Discussion
- F. January 10, 2024, Tentative Bid & Contract award



ATTACHMENTS:

1. Revised dock plans and specifications drawing.



300 Municipal Drive
Madeira Beach, Florida 33708
727-391-9951
Fax 727-395-9361
www.madeirabeachfl.gov

Clarification #1

1. Page 1 (cover sheet) states the bid is due by November 7, 2023. However, the following page states that the bids must be received no later than 10am on November 9, 2023.
 - a. Bids are due Thursday November 9th at 10:00 AM.

**CITY CLERK REPORT
JANUARY 2024**

BOARD OF COMMISSIONERS (BOC) MEETINGS

Commission Chambers, 300 Municipal Drive, Madeira Beach, FL 33708

Regularly scheduled meetings are held (Dates and Times subject to change):

- Regular Meeting 2nd Wednesday @ 6 p.m.
- Budget Workshop Meeting 4th Wednesday @ 4 p.m. (May through August)
- Regular Workshop Meeting 4th Wednesday @ 6 p.m.

January 2024 BOC Meetings

- Regular Meeting Wednesday, January 10, 2024 @ 2 p.m.
- Regular Workshop Wednesday, January 24, 2024 @ 6 p.m.

February 2024 BOC Meetings

- Regular Meeting Wednesday, February 14, 2024 @ 6 p.m.
- Regular Workshop Wednesday, February 28, 2024 @ 6 p.m.

March 2024 BOC Meetings

- Regular Meeting Wednesday, March 13, 2024 @ 2 p.m.
- Regular Workshop Meeting Wednesday, March 27, 2024 @ 6 p.m.

UPCOMING CITY OBSERVED HOLIDAYS

Martin Luther King Jr. Day Monday, January 15, 2024

BOARD MEMBER VACANCY ANNOUNCEMENT

The City of Madeira Beach is seeking applications to fill one expired term on the Civil Service Commission.

Civil Service Commission – Three-Year Term expiring on October 30, 2026

- Civil Service Commission – 5-member board – regular meetings held quarterly. Additional meetings are held for special projects and employee grievance/appeal hearings. Dates and times vary.
- Members must be City of Madeira Beach citizens eligible to vote in the City elections.
- Appointments are made consistent with the Charter based on demonstrated experience or interest in the subject matter.

For additional information, please contact City Clerk Clara VanBlargan at 727-391-9951, ext. 231 or 232; cvanblargan@madeirabeachfl.gov

Boards, Commissions, and Committees are valuable to the local government process. The members are volunteers and provide a great service to the City and to the community. Duties and

responsibilities include reviewing the City’s policies and procedures, Code of Ordinances, and the City Charter and making recommendations to the Board of Commissioners.

Members of the Civil Service Commission serve without compensation but may be reimbursed for such travel, mileage, and per diem expenses provided by law.

Interested persons must submit an application to the City Clerk no later than Wednesday, February 7, 2024, to be considered for appointment at the 6:00 p.m., Wednesday, February 14, 2024, Board of Commissioners Regular Meeting held in the Commission Chambers, 300 Municipal Drive, Madeira Beach, FL 33708.

Applications may be obtained

- City Clerk’s Office - City Hall, 2nd Floor, 300 Municipal Drive, Madeira Beach, 33708
- Email - City Clerk @ cvanblargan@madeirabeachfl.gov
- City’s website @ <https://madeirabeachfl.gov/advisory-boards/>

Submit completed and signed applications to:

City Clerk
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708
cvanblargan@madeirabeachfl.gov
727-391-9951, ext. 231 or 232

MARCH 19, 2024 MUNICIPAL ELECTION

An Election shall be held in the City of Madeira Beach, Florida, on Tuesday, March 19, 2024, for the purpose of voting on one charter amendment.

In accordance with City Charter Section 3.4, Subsection B, the Board of Commissioners shall designate the Pinellas County Canvassing Board to serve as the Canvassing Board for the City of Madeira Beach The actions of the Canvassing Board shall be reported to the Board of Commissioners at its next meeting following the election. The Board of Commissioners shall meet following the certification for the purpose of declaring the results of said election.

The polling locations for City of Madeira Beach voters to vote in the March 19, 2024 Municipal Election are as follows:

- Precinct 415 - Madeira Beach Municipal Building, City Centre Room, 300 Municipal Drive, Madeira Beach, Florida;
- Precinct 301 – Calvary Church Seminole (Combined), 6155 113 Street, Seminole, Florida 33772.

Charter Amendment question on the March 19, 2024 Municipal Election Ballot:

**City of Madeira Beach
Charter Amendment**

Amend Qualifying Period to the first full week in December.

This charter amendment would amend Section 3.3(A) of the Charter to change the Candidate Qualifying Period to the first full week in December instead of the first two full weeks in December. Should the Charter be amended?

- Yes
- No

If the voters approve the charter amendment at the March 19, 2024 Municipal Election, it will take effect for the candidate qualifying period beginning in December 2024 for the March 2025 Municipal Election.

There will not be a race for Commissioner District 1 and Commissioner District 2 on the March 19, 2024 Municipal Ballot. Incumbents David Tagliarini (Commissioner District 1) and Ray Kerr (Commissioner District 2) were the only candidates who qualified during the qualifying period in December 2023 to have their names placed on the March 19, 2024 Municipal Election Ballot. No one else applied during the qualifying period. David Tagliarini and Ray Kerr will be sworn into office at a Board of Commissioners meeting on or before the last day of March following the Election to serve a new two-year term in their district commissioner seat. The date and time have not been scheduled.

Congratulations to David Tagliarini and Ray Kerr!!!!

CITY OF MADEIRA BEACH HISTORY

First Charter of the Town of Madeira Beach – Approved by the voters on July 19, 1949

House Bill 840	68 votes for the bill and 16 votes against the bill
House Bill 1330	69 votes for the bill and 17 votes against the bill

More history to follow!

Minutes of the Special Meeting of the Town Council of the Town of
Madeira Beach, Pinellas County, Florida.

A special meeting of the Town Councilmen of the Town of Madeira Beach was held on the 19th day of July 1949 at 7:30 P. M.

The meeting was called to order by the president Mr. Milliken at 7:30 P. M.

As this was a special meeting to canvass the votes of the election of July 19, 1949 the minutes of the last regular meeting were dispensed with.

Upon roll call the following councilmen were present, Mr. Milliken, Mr. McKay, Mr. Chasteen and Mr. Graham. Mrs. Francis was the only councilmen absent. Also present were Mayor Stackhouse and Town Clerk Richard Madaro.

The council canvassed the votes of the election and found them to be as follows, voting for house bill 840, 68 votes, against the bill 16 votes. Voting for House Bill 1330, 69 votes, against the bill 17. A motion was made by Councilmen McKay and seconded by Councilmen Graham to accept the above. All were in favor.

The council asked John Palmer, as an official of the election board, to send a certified copy of the election results to the Secretary of State.

The meeting closed at 7:45 P. M.

Richard Madaro, Clerk

A black and white copy of this document is not official

STATE OF FLORIDA DEPARTMENT OF STATE

Division of Library and Information Services

I, GLENDA E. HOOD, Secretary of State of the State of Florida, do hereby certify that the above and foregoing is a true and correct copy of Chapters 25992-1949 and 29993-1949, Laws of Florida, Acts of 1949, as shown by the records of this office.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
3rd. day of June, A.D., 2005.



Glenda E. Hood

Secretary of State

DSDE 99 (3/03)

The original document has a reflective line mark in paper. Hold at an angle to view when checking.

Section 2. All laws or parts of laws in conflict herewith are hereby repealed.

Section 3. This act shall take effect immediately upon its becoming a law.

Became a law without the Governor's approval.

Filed in Office Secretary of State June 13, 1949.

CHAPTER 25992--(No. 996)

HOUSE BILL NO. 840

AN ACT to Abolish the Present Municipal Government of the Town of Madeira Beach, Florida, and to Create and Organize a Municipality to be Known and Designated as the Town of Madeira Beach, Florida, and to Define Its Territorial Boundaries and to Provide for Its Government, Jurisdiction, Powers, Privileges, Franchise and Immunities and Confirm Its Title to All Town Property, Validating All Ordinances Heretofore Passed and Prescribing the General Powers to be Exercised by Said Town; to Provide for a Referendum Election to be Held to Determine Whether This Act Shall Take Effect, and to Repeal All Laws and Parts of Laws in Conflict Herewith.

Be It Enacted by the Legislature of the State of Florida:

Section 1. The present Town of Madeira Beach, Florida, as organized under the provisions of Chapter 165, Florida Statutes, 1941, be and the same is hereby abolished.

The inhabitants of the Town of Madeira Beach, Florida, within the boundaries hereinafter designated, or within such boundaries as may hereafter be established, shall continue to be a body politic and corporate under the name "TOWN OF MADEIRA BEACH, FLORIDA," and as such shall have perpetual succession, may use a common seal, may contract and be contracted with, and may sue and be sued and be impleaded in all courts of this state and in all matters whatsoever.

Section 2. The boundaries of the Town of Madeira Beach shall be as follows:

That area lying in Sections 9, 10 and 15, Township 31 South, Range 15 East, Pinellas County, Florida, and more particularly described as follows:

From the intersection of the centerline of County Highway No. 208 and the street centerline between Blocks 1 and 2 of LONE PALM BEACH as recorded in Plat Book 19, Page 99, Records of Pinellas County, Florida, said street now being known as 155th Avenue, as a point of beginning, run in a Southwesterly direction along said centerline of 155th Avenue to an intersection with the waters of the Gulf of Mexico; thence to a Southeasterly direction along said waters of the Gulf of Mexico to an intersection with an extension of the South Boundary line of Lot 14, Block 25, Mitchell's Beach, as recorded in Plat Book 3, Page 54, Records of Pinellas County, Florida; thence in a Northeasterly direction along said South line of Lot 14 to an intersection with the West right-of-way line of State Highway No. 233 to the most Westerly corner of Lot 1 of GULF SHORES HARBOR, a subdivision recorded in Plat Book 23, Page 51, Records of Pinellas County, Florida; thence in a Northeasterly direction along the North line of said Lot 1 and the Extension thereof to an intersection with the channel in Boca Ciega Bay between the SECOND ADDITION TO GULF SHORES, as recorded in Plat Book 21, Page 32, Records of Pinellas County, Florida, and the aforesaid GULF SHORES HARBOR; thence in an Easterly direction along said channel and the continuation thereof between the aforesaid Mitchell's Beach and the ISLAND ESTATES SUBDIVISION to the main government channel in Boca Ciega Bay; thence in a Northwesterly direction following said government channel to an intersection with aforesaid centerline of 155th Avenue extended Northeastward, thence in a Southwestward direction along said centerline of 155th Avenue and said centerline extension to the point of beginning.

Section 3. SUCCESSION OF RIGHTS AND LIABILITIES.

The Town of Madeira Beach shall succeed to, own, possess and hold all property, real, personal or mixed, heretofore owned, possessed or held by the said Town; and shall have, exercise and enjoy all the rights, immunities, powers, benefits, privileges and franchises now possessed, owned or held by it, or that can be con-

ferred by law upon municipal corporations under the laws of the State of Florida; and the rights, immunities, powers and privileges hereby conferred are, and shall be, held to be conferred with like legal effect as though conferred with like legal effect as though each right, immunity, power and privilege and the mode of exercise thereof was specifically enumerated, set forth and defined in this Charter; and said Town shall be subject to all the duties and obligations now pertaining to, or incumbent upon, said Town as a corporation.

Section 4. GENERAL POWERS.

Without denial or disparagement of other powers now held or that may hereafter be held or that may hereafter be given to the Town under the Constitution or Laws of the State of Florida, the Town of Madeira Beach shall have power:

(a) All the powers given to such corporations and the officers thereof under the General Laws of this State in existence or that may hereafter be passed, not inconsistent with the provisions of this Charter.

Also the power to purchase, lease, receive and hold property, real and personal and mixed, within the said Town, and may sell, lease or otherwise dispose of the same for the benefit of the Town and may purchase, lease, receive and hold property, real and personal, beyond the limits of the Town to be used for the burial of the dead, for the erection of water works, for the establishment of poorhouses, pest houses and houses of detention and correction, for public parks and promenades, recreation parks and pavilions, municipal hospitals, golf courses, air ports and building incident thereto.

The Town shall also have the power and authority to acquire, own, hold, build, construct and operate such garbage disposal equipment or garbage disposal plants as may to the governing authorities seem advisable and best and suitable to the best interests and protection of the Town.

The Town shall also have the power and authority to establish and impose by Ordinance a charge or fee for the service of garbage collection rendered by the Town of Madeira Beach.

In addition to the acquisition and ownership of real estate and personal property above provided for, the Town is authorized to

own and operate said property, for such other public purposes as the Board of Commissioners and Mayor-Commissioner may deem necessary and proper, and may sell, lease, or otherwise dispose of said property for the benefit of the Town to the same extent that natural persons may do, provided that before said Town shall lease any real property owned by the Town for a term exceeding ten years, such proposed lease for a term of more than ten years shall be submitted to a vote of those persons who are freeholders of property situated within the Town limits and are otherwise qualified to vote at town elections, at an election to be called by the Board of Commissioners of said Town, and a majority of the votes cast shall be in favor thereof, except as hereinafter provided for.

Also the power to fix a valuation upon the property within its limits both real and personal, for the purpose of taxation, independent of such valuation as may be fixed by the State.

To make a special assessment upon property benefited for the purpose of building sidewalks, seawalls, wharves and piers, and constructing sewers, and grading, paving and curbing streets, sidewalks, and promenades, and to subject itself to a bond indebtedness for the purpose of building sidewalks, seawalls, wharves and piers, and constructing sewers, and grading, paving and curbing streets, for water works, securing protection from fire, or for such other public municipal improvements as the Mayor-Commissioner and Board of Commissioners shall decide upon, provided that before any bonded indebtedness shall be incurred, the Board of Commissioners shall submit the same to a vote of those persons who are freeholders of property situated within the limits of the Town and are otherwise qualified to vote at Town elections, and a majority of the votes cast shall be in favor thereof, and provided further that said bond indebtedness shall never exceed fifteen per cent of the assessed value of the real and personal property within the corporate limits.

That said Town shall have and use a common seal and change it at pleasure, and said municipality shall also have the power, by ordinance, to require the owner or agent of vacant lots or other property in the Town of Madeira Beach to clean the same of weeds and remove therefrom any stagnant pools of water and other matter injurious to the public health, and to prescribe the penalty for the violation thereof, and in case such owners or their agent

fail to comply with the requirements of said ordinance, to have work done and to assess the cost thereof and constitute the same a lien against such property, and enforce the collection thereof in the same manner as taxes are collected that may be due upon such property.

(b) By ordinance or otherwise, to define, prevent or abate nuisances; to restrain and punish gambling or other disorderly conduct; to prevent running at large of cattle, horses, dogs, cats, fowl, sheep, hogs and goats in the streets of the Town or within the town limits; to provide for the purchasing or establishing of water works, electric or other lighting plants, and all the other plants necessary for the Town and to provide for the regulation thereof; to regulate the speed at which bicycles, automobiles or other vehicles may be ridden, driven or propelled through the streets of the Town; to regulate the speed at which street or other railway cars, locomotives or motors shall run in the Town limits; to license privileges, businesses, occupations, and professions carried on and engaged in within the Town limits and the amounts of such taxes shall not be dependent upon the general state revenue law; to establish quarantine and health regulations for the Town of Madeira Beach not inconsistent with the rules and regulations of the State Board of Health; to organize and provide a fire department and to regulate the same so as to protect the Town from fire; to establish fire limits and to prescribe the character and mode of construction of buildings to be erected or repaired therein and the materials to be used in the construction and repair thereof; to provide for and authorize Town planning and zoning and to regulate and control the agencies therefor; to establish hospitals, and, in conjunction with the Board of County Commissioners, to establish rules and regulations respecting the poor, indigent, infirm and insane, and to provide for their support and to fix the conditions upon which said persons coming into said Town shall be allowed to remain, and in conjunction with the Board of County Commissioners, to build bridges leading from the Town of Madeira Beach across any body of water to the other shore thereof, within the County of Pinellas, and in conjunction with the Board of County Commissioners, to make payment for said bridges and maintenance thereof, the cost of construction and maintenance to be such as may be agreed upon between said Board of Commissioners and Board of County Commissioners; to provide for the

punishment of persons who may at any time disturb the peace of the Town or violate any of its ordinances or any of the rules and regulations of the said Board of Commissioners; to fix and regulate, from time to time, the salaries of the appointed or hired employees of the Town, except, as herein provided; to provide, erect, construct and maintain a Town sewerage system and to compel property owners or occupants to connect with Town sewer, and to do and regulate any other matter or thing that may tend to promote the peace, health, prosperity, morals and general welfare of the Town and shall have the right and power of eminent domain for the purpose of condemning private property for the purpose of opening any street, alley, sidewalk or promenade, in said Town, or for constructing any sewer, or for parks, municipal docks for any public purpose.

Section 5. FORM OF GOVERNMENT.

(a) The government and corporate authority of said Town shall be vested in a Board of Commissioners which shall consist of five (5) members, one of whom shall be Mayor-Commissioner and said Town Commission shall constitute the governing body and shall be vested with all legislative and administrative powers and authority of the Town and shall have and exercise all powers conferred upon the Town except as herein otherwise provided.

(b) The Town Commission shall have power and authority to remove any member of the Town Commission for incompetency, corruption, misconduct, malfeasance in office or for other good and sufficient causes after due notice to said member and an opportunity to be heard in his defense.

(c) The Town Commission may determine its own rules of procedure, may punish its own members for misconduct, and may compel attendance of members. The majority of all members of the Town Commission shall constitute a quorum to do business. A smaller number may adjourn from time to time. The Town Commission shall hold regular meeting at such time and place as may be prescribed by ordinance or resolution. Special meetings may be called by the Mayor-Commissioners, when in the opinion of the majority of the commission such special meeting is necessary. All meetings of the Town Commission shall be open to the public.

SECTION 6. ELECTIVE OFFICERS.

(a) A Mayor-Commissioner and four Commissioners shall constitute the Board of Commissioners of the Town of Madeira Beach and shall be elected by the qualified electorate of such Town in the manner hereinafter provided; provided, however, the Mayor and all Town Councilmen holding office at the time this Act becomes effective shall continue to hold office until their present respective terms expire, unless such office be vacated by death, resignation or removal under paragraph "b" Section 5 of this Act. In the event of a vacancy, such vacancy will be filled by appointment until the next Election Day. All other officers of the Town shall be appointed by the Town Commission. The present Mayor shall be termed "Mayor-Commissioner" and shall be a member of the Board of Commissioners with power to vote.

QUALIFICATION AND TENURE OF OFFICE OF ELECTIVE OFFICERS.

(b) All elective officers of the Town shall be qualified electors and freeholders of said Town as provided for hereinafter in this Charter and in addition thereto shall be a resident of the Town of Madeira Beach. The term of office of all elective officers shall be for a term of two years from the date of their election to such office.

VACANCY

(c) If a vacancy shall occur in the office of Town Commissioner or Mayor-Commissioner and the unexpired term of such vacancy shall be for a period of less than six months, said vacancy shall be filled by the majority of the remaining members of said Town Commission, but in the event that the unexpired term of the vacated office is for more than six months, the Commission shall call an election within thirty (30) days from the date such vacancy occurs, to fill the office of the unexpired term.

SECTION 7. SALARIES OF COMMISSIONERS

The Mayor-Commissioner of the Town of Madeira Beach, Florida, may be paid a salary for his services, which salary shall not exceed the sum of \$1.00 per year, payable in equal monthly installments. The other commissioners of said Town may be paid a salary for their

services as such commissioners, which salary shall not exceed the sum of \$1.00 each per year, payable in equal monthly intallments.

SECTION 8. ELECTIONS

(a) An election shall be held in the Town of Madeira Beach on the First Tuesday in May of each year for the election of Commissioners whose terms have expired or the Mayor-Commissioner whose term has expired as the case may be. The Commissioners, including the Mayor-Commissioner, elected at such election as heretofore provided, shall each serve for a term of two years unless his office be vacated by death, resignation or removal under paragraph "b", Section 5, of this Act. All candidates offering themselves to the electors for election under the provisions of this Charter to the office of Mayor-Commissioner shall so announce and the ballot shall be so arranged that separate and distinct votes shall be cast for Mayor-Commissioner in all elections of the Town of Madeira Beach where a Mayor-Commissioner is to be elected.

(b) The Board of Commissioners of the Town of Madeira Beach shall by ordinance, prescribe the manner of holding both general and special elections not inconsistent with the provisions hereof; and shall provide registration books for the qualified electors of said Town, and said Board of Commissioners shall also by ordinance provide such polling place or places as they may deem expedient. The Commissioners shall be a canvassing board for all elections held under this Charter and as such Board shall meet on the Wednesday following every General Election, and on the day following any and every other election held under this Charter for the purpose of canvassing and declaring the results of said elections and they on said days of meeting shall declare the results of said elections.

Qualifications of electors

(c) All persons over the age of twenty-one years who have registered in the municipal election Register, as shall have been prescribed by ordinance, shall be qualified electors of the Town of Madeira Beach, in any election to be held for the selection of officers of said Town, or in otherwise administering the affairs of said Town. Any person not qualified, according to the provisions as set out in this section shall not be qualified or entitled to vote in any election where officers of the Town of Madeira Beach are to be elected, or any other matter or thing relative to the conduct or administration

of the affairs of the Town of Madeira Beach, are to be settled or determined, including the issuance of Bonds.

(d) The provisions of the general laws of the State of Florida pertaining to state and municipal elections relating to the qualification of electors, registrations, transfer of electors from one district to another, manner of voting, duties of election officers, canvassing of returns, and all other particulars in respect to the management of elections, except as otherwise provided in this Charter and the ordinances adopted hereunder pertaining to elections, shall so far as the same may be applicable, govern all Town elections.

SECTION 9. DUTIES OF TOWN OFFICERS.

(a) Mayor-Commissioner: The duties of the Mayor-Commissioner shall be to see that all ordinances of the Town are faithfully enforced. He shall be chairman of the Board of Commissioners and shall preside at all meetings and shall have the right to vote at said meetings. He shall have general supervision over all town officers except, the Board of Commissioners, and may examine into the condition of their offices and the books, records and papers therein and the manner of conducting their official business. He shall report to the Board of Commissioners all violations or neglect of duty, or any misfeasance, malfeasance or non-feasance in office, or other improper conduct on the part of any town official that may come to his knowledge.

(b) Vice-Mayor: A Vice-Mayor shall be appointed by the Commissioners at their first regular meeting of the Commissioners after this Charter shall become effective and his duties shall be to preside over the meetings of the Commissioners in the absence of the Mayor-Commissioner, and in general, during the absence or inability of the Mayor-Commissioner, to act, or during a vacancy in the office of the Mayor-Commissioner, he shall do and perform those acts and things provided in this Charter to be done by the Mayor-Commissioner.

(c) Town Clerk: The Town Clerk shall be appointed by the Board of Commissioners of the Town of Madeira Beach and he shall hold office at the pleasure of said Board. He shall act as Clerk of the Board of Commissioners and shall also act as Clerk of the Municipal Court. He shall give such bond as the Board of Commissioners shall fix, and shall perform all the duties imposed upon the Clerk by the Board of Commissioners not inconsistent with the provisions of this Charter, and shall receive such salary and fees therefor as may be provided by ordinance of the Town.

(d) Police Department: A Chief of Police and such policemen as the Town Commission deems necessary shall be appointed by the **Board of Commissioners of the Town of Madeira Beach**, and they shall hold office at the pleasure of the Board. It shall be the duty of the Chief of Police with advice and instructions of the Board of Commissioners to preserve order, to prevent violation of the terms and provisions of the Town Ordinances of the Town of Madeira Beach, to enforce such ordinances, and to perform such other duties as may be prescribed by orders of the Board of Commissioners, not inconsistent with this Charter. The Chief of Police or any policeman of the Town of Madeira Beach may arrest without warrant, any person violating any of the ordinances of said Town, committed in the presence of such officer, and, when knowledge of the violation of any ordinance shall come to said Chief of Police, or said policemen, not committed in his or their presence, he shall at once make affidavit before the Municipal Judge or clerk against the person charged with such violation, whereupon the said Municipal Judge or the Town Clerk shall issue a warrant for the arrest of such person or persons.

(e) Municipal Judge: There shall be appointed by the Town Commission a Municipal Judge who shall hold office at the pleasure of the Town Commission and shall receive such compensation as may be determined by the Board of Commissioners. The Mayor-Commissioner or any Commissioner may be appointed as such Municipal Judge.

(f) The Municipal Judge shall have power to try all cases involving violations of the Town Charter and ordinances, and for such violations to impose such penalties or fines as may be prescribed by ordinance, and shall have power to try cases upon affidavit filed by the complaining witness. The Municipal Judge shall have the right to administer oaths, and shall have the power to issue warrants for arrest upon proper information or affidavits, and to issue summons to compel the attendance of witnesses, and in the event any witness so summoned shall fail to appear and attend the Court, said Judge may compel his attendance by attachment for contempt. All summons to witnesses shall be attested by the Clerk of the Municipal Court, and may be served by any police officer.

(g) The Municipal Judge shall have the exclusive power to impose fines for the breach of any Town Ordinance, and shall have the exclusive power to grant pardons, releases, suspensions of judgments or

sentences, and to estreat and reinstate bonds, and to remit fines of persons convicted, and shall have the right to grant parole to persons confined in the Town jail or stockade.

Contempt of court

(h) The Judge of the Municipal Court shall have the power to punish any person for any contempt committed in the presence of the Court, but in no case shall such punishment exceed the imposition of a fine of fifty (\$50.00) dollars or imprisonment in the Town jail or stockade for a period not exceeding fifteen (15) days, or both such fine and imprisonment.

Rules of court

(i) The Municipal Judge is hereby authorized and empowered to promulgate rules and regulations for the government of such Municipal Court, to fix the time at which said Court shall convene, and to prescribe the sessions at which all persons within the jurisdiction of said Court shall have their cases set for trial.

Costs of court

(j) The costs of all prosecutions in said Court shall be made up by the Municipal Judge and set forth as a rule or regulation of said Municipal Court, and approved by Town Commissioners.

Disposition of fines, etc.

(k) All monies collected by the Clerk of the Municipal Court shall be deposited with the proper finance officer designated by the Town Council.

Papers recorded

(l) No papers or instruments once filed in the Municipal Court shall be taken therefrom by any attorney or other person, except by permission of the Municipal Judge, and upon giving a receipt to assure the return of such papers and instruments.

Trial without jury

(m) Trials in Municipal Court shall be without jury.

Appeals

(n) Appeals shall be to the Circuit Court in and for Pinellas County, State of Florida, from all final judgments and sentences of

the Municipal Court. Such appeals shall be taken only upon application of the party convicted, and under the restrictions imposed by the general law of the State of Florida in such cases made and provided.

(o) **Alternate Judge:** The Board of Commissioners shall also have the power to appoint an alternate judge who shall perform the duties of the municipal judge in case of his absence from the Town or inability to act in case of illness or disqualification, and he shall receive such compensation as may be fixed by the Board of Commissioners.

SECTION 10. APPOINTMENT OF OFFICERS IN GENERAL

(a) The Town Commission shall appoint a Fire Chief and assistants, subject to the approval of the Volunteer Fire Department, so long as the Fire Department is manned by volunteers.

(b) The Town Commission shall appoint a Town Clerk, Tax Collector, Tax Assessor, City Attorney, Building Inspector, Electrical Inspector, Sanitary Officer, and Board of Equalization and Adjustment, and all such officers and employees necessary in its opinion to carry out the functions and duties of the Town of Madeira Beach imposed under this Charter and the Ordinances of the Town and also appoint such board and commissions as may be deemed necessary and fix the duties and compensation to be paid to such officers and employees, provided, however, that the compensation paid any such officer or employee will not exceed any limitations specifically set forth in this Charter. Nothing herein contained shall prevent one employee or officer holding more than one office.

SECTION 11. ORDINANCES

(a) The Board of Commissioners of the Town of Madeira Beach shall have the power to make ordinances and establish for the government of said Town, such ordinances in writing not inconsistent with the Charter, Constitution and Laws of the State of Florida, or the United States, as they may deem necessary. Said ordinances to be passed and become effective as hereinafter provided for.

(b) No ordinance shall be passed until it has been read in open council meeting three times. At least one (1) week shall elapse between the first and second readings. Notice of the proposed ordinance shall be given by publishing the title of the ordinance by posting at the

door of the Town Hall and at one other public place in the Town or by publishing the title in a newspaper of general circulation published in Pinellas County, Florida, in one issue thereof, after its first and at least three (3) days prior to the second reading of the proposed ordinance. At least one week shall elapse between the second and third readings unless two-thirds of the Commissioners present at the second reading shall deem it expedient to dispense with this second reading. Emergency ordinances may, by a vote of two-thirds of the members present at a meeting, be passed by dispensing with the foregoing rule, and such emergency ordinance may be read three times and put on its final passage at one meeting. After an ordinance has been passed on third reading, it shall be submitted to the Mayor-Commissioner, if he is capable of service and, if not, to the Vice-Mayor, for his approval. If he shall approve, he shall sign the same and return it to the Board of Commissioners at or before its next regular meeting. If the Mayor-Commissioner shall disapprove, he shall return the ordinance with his objections in writing to the Board of Commissioners at or before its next regular meeting, at which meeting the Board of Commissioners shall enter into the consideration of the proposed ordinance and the objections thereto, if any, made by the Mayor-Commissioner or Vice-Mayor and if at said meeting the ordinance shall be approved by a majority of the Commissioners, the ordinance shall become a law, the Mayor-Commissioner's or the Vice-Mayor's veto, as the case may be, to the contrary notwithstanding. Any ordinance which shall not be returned to the Board of Commissioners with the written veto of the Mayor-Commissioner or the Vice-Mayor at or before the next regular meeting of the Board of Commissioners, shall become a law as effectively as though approved by the Mayor-Commissioner or the Vice-Mayor.

(c) An ordinance when approved, or when it shall have become a law by not being vetoed as hereinabove prescribed, shall become effective twenty (20) days from the date of its approval or becoming a law without such approval. Emergency ordinances passed as provided in Paragraph A of this section shall become effective immediately.

(d) The ordaining clause of every ordinance shall be as follows:
 Be it ordained by the Board of Commissioners of the Town of Madeira Beach, Florida.

CHAPTER 25992 LAWS OF FLORIDA

(e) All ordinances heretofore passed by the Town Commissioners of the Town of Madeira Beach, not inconsistent with this Charter and the general laws of the State of Florida, shall be and remain in full force.

(f) The Board of Commissioners shall have the power to pass any and all ordinances not inconsistent with the provisions of this Act.

SECTION 12. MILLAGE

The Town of Madeira Beach shall have the right to raise by taxes such amounts as may be necessary for carrying on the government of said Town not to exceed ten mills on the dollar, on the fair cash value of all the property in said Town (real property), and out of the funds so raised the Commissioners shall have the right and authority to expend an amount not in excess of two mills on the dollar of all the taxable property in said Town for the purpose of giving publicity to the advantages, facilities and resources of said Town. In addition to the right to levy a tax of ten mills on the dollar as herein provided, said Town shall have the right to levy such additional taxes as may be necessary to pay the interest on the outstanding bonds of said Town, and such additional bonds as said Town may from time to time issue in accordance with law, and also to provide a sinking fund for the redemption of said bonds when the same mature. It shall be the duty of the Board of Commissioners at their next meeting after being notified of the amount of the sum total of the taxable property in the Town of Madeira Beach, to ascertain the amount of money needed for each department, which said estimate shall be submitted to the Mayor-Commissioner of the Town, and he shall have the right to increase or diminish the appropriation for any department. The Mayor-Commissioner shall then return said estimate to the Board of Commissioners and the Board of Commissioners shall not have the right to change any item in said estimate of the Mayor-Commissioner except by a two-thirds vote of the entire Board. The Board shall then make a levy in accordance with such estimates, and no part of the money raised by taxation shall be diverted from the object for which it was raised.

SECTION 13. ASSESSMENT ROLL

It shall be the duty of the Assessor of Taxes, immediately after the assessment of the property of the Town has been corrected and

LAWS OF FLORIDA

the amount to be raised for the various purposes hereinbefore mentioned has been determined, to calculate and carry out the several amounts of said taxes in separate columns provided for that purpose in the assessment roll, setting down opposite the several sums set down as the valuation of real property, the respective sums assessed for taxes thereon in dollars and cents, rejecting all fractional parts of a cent. He shall also add up all columns of the assessment and taxes contained in the assessment roll and make thereon such recapitulatory tables as may be required by the Board of Commissioners and he shall then attach to said assessment roll, the following affidavit, to-wit:

STATE OF FLORIDA
COUNTY OF PINELLAS
TOWN OF MADEIRA BEACH

Personally appeared before me
Assessor of Taxes for the Town of Madeira Beach, who being duly sworn, says the foregoing assessment roll contains a true state and description of all real property in the Town of Madeira Beach, subject to taxation or liable to be assessed therein, and that the valuation so far as were made by him were just and correct.

.....
Sworn to and subscribed before me this day of
A. D. 19....., and shall have the same completed by the first of June, of each and every year, at which time the Board of Commissioners shall examine the assessment roll, and, if found to be correct, shall so certify thereon, which certificate shall be signed by the Mayor-Commissioner and said Board of Commissioners, and the Board of Commissioners then shall direct the Collector of Taxes to proceed, on the first day of June in each year, to collect, said taxes, or as soon thereafter as said assessment roll shall be completed.

SECTION 14. TAX COLLECTION

The Board of Commissioners shall direct the Collector to collect said taxes by attaching to the assessment roll, the following warrant, to wit:

“To, Collector of the Town of Madeira

Beach: You are hereby commanded to collect from each of the persons and corporations named in the appended roll, and of the owners of the real estate described therein, the taxes set down in said roll opposite their names and to the several parcels of land therein described, and in case any person or corporation upon which any tax is imposed shall refuse or neglect to pay the same, you are to collect the same by law and sale of the goods and chattels so assessed, and all sum so collected you are to deposit in the town depository at such time as may be required by the ordinances of said Town. And you are further required to make all collections on or before the 1st day of December, next.

Given under our hand and seal of the Town, this day of, A. D. 19.....

.....
Chairman of the Board of Commissioners

Attest: (Town Seal)

Town Clerk.

SECTION 15. TAXES DUE

All taxes shall be due and payable on the first day of October of each year. All taxes paid in full for the current year, during the month of October shall be subject to a discount of four (4%) per cent; such payments made during the month of November after they shall have become due in October, shall be subject to a discount of three (3%) per cent; and such taxes being paid during the month of December, after they shall become due, shall be subject to a discount of two (2%) per cent; and all taxes paid during the month of January after they shall fall due for that year, shall be subject to a discount of one (1%) per cent. All taxes payable after the month of February during the year in which they become due shall be entitled to no discount. All taxes remaining unpaid on April 1st shall be delinquent and shall bear interest at the rate of ten (10%) per cent per annum for the first year, and ten (10%) per cent per annum for any subsequent years, and such interest shall be added to the taxes collected.

SECTION 16. ENFORCEMENT OF TAXES

Taxes and assessments on real estate shall be and remain a lien on the property assessed superior to all other liens or claims, except

State and County taxes, and municipal improvement liens, and of equal dignity therewith, until the same shall be paid. Such liens may be enforced as other liens. All unpaid taxes and assessments may be collected by suits in courts at law or in equity.

The costs of all suits and proceedings for the collection of unpaid taxes and assessments, including a reasonable attorney's fee or solicitor's fee which shall be paid to the attorney or solicitor representing the Town, as his compensation in such suit, shall be recovered and collected by such suits.

SECTION 17. TAX CERTIFICATES

If the taxes on all real estate shall not be paid before the 1st day of April next, after the tax-roll shall have come into the hands of the Collector, he shall, as soon thereafter as possible, make from the assessment roll a separate copy of any assessment thereon remaining unpaid, using a special tax certificate the form of which shall be provided by resolution, showing the assessment of any lot, parcel or tract of land therein described and the amount of taxes due thereon, and that the lien thereby created is a first lien upon the property set forth therein, superior to all other liens, except State and County taxes and municipal improvement liens, and that such lien bears interest at the rate of (10%) per cent per annum for the first year and (10%) per cent per annum for any subsequent years until paid.

When the Collector shall have completed the preparation of the tax certificates, he shall make a record of the same in a suitable book provided for that purpose which shall show the number and date of the tax certificate, the amount of the tax and a description of the property, and a space shall be provided to enter the name of the purchaser of the certificate in the event the Board of Commissioners should sell the same, as hereinafter provided, and such record or certified copies thereof, either in whole or in part, shall be entitled to record in the office of the Clerk of the Circuit Court, Pinellas County, Florida.

When the Collector shall have completed the preparation of the tax certificates and the record thereon he shall so report, in writing, to the Board of Commissioners who shall, at any time thereafter, if they so desire, direct the Collector to deliver the aforesaid tax certificates to the Town Attorney or solicitor for collection, which

certified copies of tax certificates shall be prima facie evidence of the contents of the assessment roll and the levies made thereon in all suits to enforce the payment of the lien for such taxes as may appear upon said tax certificates.

The Town Attorney or solicitor shall search or cause to be searched the public records of Pinellas County and of the United States District Court to ascertain the names of all persons owning or having any interest or lien in said land and in the suits brought for the enforcement of said lien for taxes, he shall make all persons appearing upon said records to be owners or interested in said real estate, or having a lien thereon, parties defendant, and whenever service is sought to be had in such suit upon any defendant by publication the notice shall contain a description of the land upon which the tax lien is claimed.

The names of any persons other than the owners of said real estate may, at the discretion of the Town Attorney or Solicitor, be omitted from the list of defendants, but no persons having an interest in said property or holding a lien thereon apparent from said records and not brought into Court as a defendant, shall be, until so brought into Court as a defendant, deprived of his interest therein. The interest of all persons not apparent upon said public records shall be foreclosed by such suits without their being named or served as defendants.

Upon the collection of all moneys due the City after the same shall have been placed in the hands of the Town Attorney or solicitor, application shall be made, first, to payment of Court Costs, including clerk's, sheriff's, master's and advertising fees; second, the amount due the Town for taxes and interest, and last, the attorney's or solicitor's fees for services in connection with the collection of such taxes.

SECTION 18. SALE OF TAX CERTIFICATES

As a supplemental alternative, or additional method of realizing revenue from delinquent tax assessments, the Board of Commissioners may sell, for cash at public sale, its tax liens as evidenced by the tax certificates hereinbefore provided for, and the purchaser or purchasers of such tax certificates or tax liens shall have all the rights and remedies in law or equity of the Town respecting such liens, provided, however, that any suit, either in law or equity, brought to foreclose

the lien or to collect the indebtedness thereunder, in the event of such sale by the Town, shall be brought in the name of the Town for the benefit of the holder and owner of such tax lien as evidenced by such tax certificate.

In the event of such sale the Clerk or Collector of said Town shall record the name of the purchaser of such tax lien or certificate, in the record book provided for that purpose. In the event of sale by the Town, the purchaser, or his successors, legal representatives or assigns, shall have the right to bring any suit at law or in equity for the enforcement of same at any time within twenty years from the date of such sale by the Town. Provided, however, that no suit shall be brought until after the expiration of one year from the date of the sale of said certificates by the Town. Each tax certificate, when so sold by the Town, shall have thereon the assignment from the Town to the purchaser bearing the date of such sale and shall be signed by the Mayor-Commissioner, attested by the Town Clerk and the corporate seal of the Town affixed thereto, and such certificate shall then become a negotiable evidence of indebtedness without recourse against the Town, except in case assessment on which such certificate is based is an invalid assessment; provided for such purpose no such assessment shall be held invalid by any court of competent jurisdiction, unless and until the Town of Madeira Beach has been made a party of defendant to the cause of action in which validity is attacked, and may be reassigned, sold, hypothecated, and otherwise negotiated as any negotiable instrument, and in the event the purchaser or his legal representatives or assigns shall so desire he may accept partial payment of same or collect the interest thereon without in any way affecting the validity of the lien for the balance due thereon.

Such tax certificate or a certificate from the Town Clerk or Collector setting forth such sale and assignment and the property subject to lien thereunder shall be entitled to record in the office of the Clerk of the Circuit Court in Pinellas County, Florida, and in such event the cost of such recording shall be an additional lien against the property embraced in such certificate. Such tax certificate shall at all times, be redeemable at the office of the Town Clerk or Collector upon the payment of the principal and interest accrued thereon, plus a cancellation charge of Fifty Cents (50¢) payable to Attorney of the Town of Madeira Beach, for each cancellation, any time prior to the actual institution of legal proceedings for collection or foreclosure of same and upon such redemption

the Town Clerk or Collector shall enter upon the proper record the payment of such tax certificate and shall issue a proper receipt or recordable release showing the payment thereof which shall be delivered to the person or persons paying the tax certificate.

The Town Clerk or Collector shall then notify the purchaser or owner of such tax certificate appearing of record in his office that the same has been paid and upon the surrender of the tax certificate, so redeemed, the same shall be properly cancelled and the proceeds derived therefrom paid over to the person surrendering such tax certificate. Any tax certificate so redeemed shall immediately cease to bear interest regardless of by whom owned or held. Upon the institution of any suit in law or equity, the party so instituting same as herein provided for, shall file written notice thereof with the Town Clerk or Collector, who shall make the proper entry thereon on his records and shall allow no redemption of the tax certificates involved in such suit through the office of the Town Clerk or Collector.

Section 19. VALIDATION

That all tax levies and assessments, heretofore made by the Town of Madeira Beach are hereby declared to be legal and valid in all respects and any and all unpaid or delinquent assessments for taxes due the Town of Madeira Beach shall be subject to the provisions of this Act.

Section 20. TOWN MAY PURCHASE

That the Town of Madeira Beach may not become the purchaser at any foreclosure sale brought in the name of said Town for its use and benefit to enforce the collection or foreclosure of any tax lien or lien for any municipal improvements, and no bid shall be lower than the current lien and the Town shall provide public auction for said property and become owner of said property if no bid is made in an amount greater than that of the lien and costs.

In the event the Town becomes the purchaser and owner of any real estate under such proceedings, the Board of Commissioners may, at any time, sell the same at public sale for cash to any person or persons whomsoever, provided the same shall not be sold for less than paid therefor by the Town, and then only upon consent of four-fifths of the Town Council.

Section 21. TAX EXEMPTIONS

All property exempt under the Constitution and Laws of the State of Florida from county taxation is hereby exempt from taxation by the Town of Madeira Beach.

Section 22. ERRONEOUS ASSESSMENT

The Board of Equalization, at public meeting, is empowered to provide for the correction of any defect in the assessment.

Section 23. STREETS AND SIDEWALKS

The Board of Commissioners shall have the power to order the laying of sidewalks along the public streets or on any promenade or public thoroughfare of the Town and to prescribe the width thereof and the materials to be used, and after thirty days' notice to the abutting property owners and upon the failure of such property owners, within such time, to lay any such sidewalk, so ordered, shall have the power to cause such sidewalks to be laid and shall assess one-half the cost and expense of the same against such abutting property, which assessment shall constitute a lien against such property of equal dignity with tax certificates and enforceable in the manner provided for the enforcement of the lien of tax certificates, provided that such certificates shall be payable and the collection thereof enforceable in not less than one year from the issue of any such certificates, and the other one-half the cost and expense of the laying of such sidewalk shall be paid by the Town out of the general fund.

Section 24. LOCAL IMPROVEMENTS AND SPECIAL ASSESSMENTS.

(a) The Board of Commissioners shall have the power to establish grades and drains on all public streets and thoroughfares of the Town and shall have the power to pave, repave, curb, open, construct, lay out, repair or otherwise improve any street, alley, park or other public highway or any part thereof, and to lay out, construct, alter, repair or improve sewers, bulkheads, seawalls and all other necessary public improvements within the Town limits of the Town of Madeira Beach. Bulkheads, seawalls, retaining walls and other necessary structures in the construction, maintenance or protection of streets lying in the vicinity of, or along, or near, or abutting on, the waterfront may be constructed upon public or

private property where such bulkheads, seawalls, retaining walls and other necessary structures in connection therewith are necessary to hold, protect or retain the streets or public property of the Town of Maderia Beach.

(b) The Board of Commissioners shall have the power to assess not more than two-thirds of the cost of any of the improvements authorized in this section against the property especially benefited thereby, and the remaining cost shall be paid by the Town from the general fund. This assessment shall be made substantially in the manner hereinafter provided, to wit:

INITIAL PROCEEDING

1. The initial proceeding for a local improvement which is to be specially assessed against benefited property owners shall be the passage, at the regular or special meeting of the Town Council of a resolution ordering such local improvement to be made under this section, stating the nature of the proposed improvement, designating the location of the improvement, what part or portion of the expense thereof is to be paid for by special assessment, the manner in which said assessment shall be made, when said assessments are to be paid, what part, if any, shall be apportioned to be paid from the general improvement fund of the Town, and said resolution shall also designate the lands upon which the special assessment shall be levied.

RESOLUTION

2. The resolution may give any short and convenient designation to each improvement ordered thereby, and the property against which assessments are to be made, for the cost of such improvement, shall be designated as a district followed by a letter or number of anything to distinguish it from other districts, after which it shall be sufficient to refer to such improvement and property by such designation in all proceedings and assessments except as hereinafter provided.

PLANS AND SPECIFICATIONS

3. Immediately after the passage of said resolution, the Town Clerk shall prepare and file in his office plans and specifications of each improvement ordered thereby and estimates of the cost thereof. There shall be included in the estimates of the cost of such im-

provements the cost thereof and all incidental expense to be assessed against property benefited thereby. Such plans, specifications and estimates shall be open to the inspection of the public.

PUBLICATION AND NOTICE OF RESOLUTION

4. The Town Clerk upon the filing by him of such plans, specifications and estimates, shall publish once in a daily or weekly newspaper published in the County of Pinellas and of general circulation in the Town of Madeira Beach, a notice stating that at a meeting of the Town Commission on a certain day and hour not earlier than ten (10) days from the date of such publication, the Town Commission will hear the objections of all interested persons to the confirmation of said resolution. Said notice shall state in brief and general terms a description of the proposed improvement with the location thereof and shall also state that plans, specifications and estimates or cost thereof are on file in the office of the Town Clerk.

CONFIRMATION

5. At the time named in said notice, or to which an adjournment may be taken, the Town Commission shall receive any objections of interested persons and may then and thereafter repeal or confirm said resolution with such amendments, if any, as may be described by the Town Commission and which do not change in any way the location or the improvement of improvements.

6. Upon the confirmation of said resolution ordering such improvements or any of them, the Board of Commissioners shall cause the Town Clerk to advertise for sealed bids for the doing of the work ordered, which said advertisement shall be published in a daily or weekly newspaper published in the County of Pinellas and of general circulation in the Town of Madeira Beach once a week for two consecutive weeks prior to the date designated for the receipt of such sealed bids.

7. Upon the receipt of the bids, the Board of Commissioners shall examine the same and shall award contract or contracts for such improvements to the lowest and best bidder, provided, however, nothing herein contained shall prevent the Board of Commissioners from rejecting any and all bids received and to re-advertise in the manner herein provided for original call for bids.

8. Upon completion of any of the improvements so ordered as heretofore provided, the Board of Commissioners shall, at its next regular meeting, proceed to assess the cost of such improvement or improvements against the property specially benefited thereby, which assessment shall be accomplished by resolution duly passed and adopted by a majority of the Board of Commissioners and which resolution shall set forth the nature of the improvement, the description of the property to be assessed, the names of the owners of such property and the amounts to be assessed against the respective properties therein listed, it being specifically provided that in making the assessment, not more than two-thirds of the total cost thereof shall be assessed against property especially benefited thereby, the remainder to be assumed and paid for by the Town of Maderia Beach from the public improvement fund.

9. Immediately following the passage and adoption of the resolution making such assessment, the Board of Commissioners shall publish once in a daily or weekly newspaper published in the County of Pinellas and of general circulation in the Town of Maderia Beach, a notice stating that the Town Commission on a certain day and hour not earlier than five (5) days from the date of such publication, will meet and hear the objections of all interested persons to the confirmation of said resolution. Said notice shall state in brief and general terms the description of the improvements, the location thereof, the owners, the property to be assessed and the amounts to be assessed against each property so described.

10. At the time named in said notice or to which an adjournment may be taken, the Town Commission shall receive any objection of interested persons and may then or thereafter repeal or confirm said resolution with such amendments, if any, as may be desired by the Commission. Upon confirmation of said resolution, whether in its original form or as amended, said resolution shall be in full force and effect.

Section 25. CERTIFICATES OF INDEBTEDNESS

The Board of Commissioners, as soon as said assessment is made shall issue certificates of indebtedness for the amount so assessed against the abutting property and separate certificates shall be issued against each tract of land assessed containing a description of the land and the amount of the assessment, together with the

general nature of the improvements for which the assessment is made and the date thereof, which assessment when made shall constitute and become a lien against said property prior to all other liens, except taxes and those for construction or repair to sidewalks and sewerage, with which liens they shall have equal dignity upon the real estate so assessed.

The said certificates shall be made payable to bearer in equal annual installments of not exceeding ten installments, to be determined by the Board of Commissioners, and shall bear interest to be fixed by the Board of Commissioners at a rate not greater than eight (8%) per cent per annum, payable annually from the date of issuance of such certificates, and the payment of said certificates and annual interest may be guaranteed by the Town of Madeira Beach, and in case of the non-payment of the annual interest or principal at maturity by the property owner, the same shall be redeemed by the Town at the option of the holder of said certificates, but such redemption by the Town shall not discharge the lien of the assessments against the abutting property. Said certificates shall be in such form as is prescribed by the Board of Commissioners, and if the Board of Commissioners shall so elect, the annual payments of interest and principal may be represented by coupons in form prescribed by the Board of Commissioners, said coupons to be attached to such certificates and the Town Clerk or Collector shall keep a record book in form to be prescribed by the Board, in which shall be entered a record of all certificates and coupons heretofore or hereafter issued for public improvements of the character herein provided for, and on which shall be noted all payments or cancellations of such certificates or coupons.

The certificates, when issued, shall be turned over to the Town depository, which, when ordered to do so by resolution of the Board, may sell or dispose of the same in such manner as may be provided for by said resolution in payment for said work or improvements or for cash, as may be provided by said resolution. Provided, however, that the owner of the property abutting any sidewalk or street, or any other improvement hereinbefore provided for, shall have the option to pay the entire amount of said assessment in cash upon notice of his intention so to do at any time before the actual sale or other disposal by the Board of Com-

missioners of such certificates and whenever, any such certificates or any coupons attached thereto, shall be presented to the Town Clerk or Collector with request that the same be done, the same shall be cancelled of record by the Town Clerk or Collector.

Section 26. SPECIAL ASSESSMENT BONDS

After any assessments as herein provided for have been made and certificates of indebtedness issued as herein provided for, and before the said certificates have been sold or disposed of, the Board of Commissioners may order all or any part of the certificates so issued to be left on deposit with the Town depository and may issue coupon bonds bearing interest payable semi-annually at a rate of not more than six (6%) per cent in such form and denominations as may be prescribed by the Board of Commissioners to an amount not greater than the amount of the principal of the certificates so left on deposit, and may guarantee the payment of the principal and interest of said bonds, and said bonds may be made to mature at a time not longer than one year after the maturity of the last installment on such certificates, and said bonds shall be made payable at the office of the Town depository, and said certificates shall be held by said Town depository to meet the payment of said bonds and interest at maturity, and as soon as funds have been realized from the collection of such certificates and placed in a separate fund, as herein provided, to an amount sufficient to redeem one or more of the said bonds and when so redeemed shall become null and void and shall not be reissued, and all bonds so issued shall be registered with the said depository and payment thereof shall be considered as having been made upon setting aside a deposit by the Town depository to the credit of the registered holder thereof of an amount sufficient to pay the principal and accumulated interest on said bonds at the time of such deposit.

Not less than thirty (30) days before the annual interest paying period on said bonds, when so issued, the Board of Commissioners shall ascertain how much money has been accumulated in said trust fund and shall, by drawing lots or in such other manner as they may determine, ascertain which bonds shall be retired with the fund so accumulated, and upon the said bonds being so ascertained the registered holder thereof shall be notified that his said bonds will be paid at the next interest paying period and

notice shall have been considered given by depositing by the Town depository of a letter advising him of the facts in the post office at Madeira Beach addressed to the post office address given by such registered holder at the time of the registry of him of his said bonds, and at the said interest paying period, as hereinbefore provided, the sum of money sufficient to retire his said bond or bonds and accumulated interest shall be set aside and deposited to his credit as herein provided for, and the same shall be taken and held in all things as a payment and cancellation of such bond, whether the same be then surrendered or not. Bonds so issued shall not be taken into consideration in computing or determining the limit of bonded indebtedness to which the said Town is authorized to subject itself under this Charter.

Section 27. ENFORCING IMPROVEMENT LIENS

In all cases mentioned in this Act where the Town of Madeira Beach has acquired or may hereafter acquire liens for improvements such liens or any of them may be enforced in the following manner by the Town or in the name of the Town by the holder thereof; first, by a bill in equity, second, by a suit at law.

The bill in equity or the declaration at law shall state briefly and sufficiently the facts constituting the lien, the amount thereof and the description of the property on which said lien has been acquired and shall contain a prayer that the owner shall be compelled to pay the amount of said lien, or, in default thereof, that said property shall be sold to satisfy the same. But the judgment or decree obtained in said suit shall not be enforced against, or be a lien upon any other property than that against which the assessment was made; that in the decree or judgment, as the case may be, for the enforcement and collection of the amount for which said lien was given, decree or judgment shall also be rendered for a reasonable attorney's fee, together with the costs of the proceedings, which attorney's fee and costs shall also become a lien upon said land and shall be collected at the time and in the manner provided for the collection of the amount for which the lien was originally given.

Section 28. PERFECTING SERVICE

In the proceedings provided for in the preceding section the

owner or owners of the land, if they can be ascertained, shall be parties defendant. If the owner or owners cannot be ascertained after diligent inquiry, the proceedings shall be against the property on which the lien is claimed without mentioning any party defendant. In such case service shall be had by a notice of the institution of said suit for the enforcement of such lien by an advertisement in a newspaper published in the Town of Madeira Beach, and in case there is no newspaper in Madeira Beach, then such notice may be published in any newspaper published in Pinellas County, Florida, and having general circulation in the Town of Madeira Beach, Florida; and provided, further, that before such service shall be had the complainant or plaintiff, as the case may be, his agent or attorney, shall make affidavit and file with the bill in chancery or the declaration at law setting forth the fact that the owner or owners of such property are unknown to him. In all proceedings to enforce said liens or any of them, save in cases where the owner or owners cannot be ascertained, service shall be made on the parties defendant in the same manner as is provided by law for service in other cases. In such proceedings appeals and writs of error may be taken to the proper appellate courts as in other cases.

Section 29 TAX REVENUE BONDS

Upon the affirmative vote of four-fifths of the membership of the Board of Commissioners of said Town, the Town is hereby authorized, at any time to borrow money to the extent of one-half of the amount of the taxes levied in any one year, and to issue as evidence of indebtedness for the money borrowed, revenue bonds which shall be signed by the Mayor-Commissioner of the Town and attested by the Town Clerk under the seal of said Town, and shall not be of less denomination than One Hundred Dollars (\$100.00) each. Said bonds shall be issued separately against any or all of the funds for which taxes are assessed and when issued against any fund the amount realized from the loan of the said bonds shall be carried and credited to the fund against which said bonds were issued. Said bonds shall be issued in serial numbers beginning with the number one (1) as against each separate fund and the holder of such bonds shall have a first lien upon the uncollected taxes to the extent of the amount borrowed and as against each fund for which said bonds were issued and as the taxes are collected the bonds

shall be paid in the order in which they were issued out of the funds against which said bonds were negotiated. No revenue bonds shall be issued for a longer time than twelve (12) months and shall bear such interest as the Board of Commissioners may fix.

Section 30. PUBLIC IMPROVEMENTS

Total Cost Defrayed by Town

The Board of Commissioners of the Town of Madeira Beach shall have the power to construct, repair, maintain and improve the streets, alleys, parks, promenades, bulkheads, groins, seawalls, sidewalks, and all public highways and thoroughfares in said Town; and the cost of improving the said streets, alleys, parks, promenades, seawalls, bulkheads, groins or other public highways and thoroughfares of said Town may be paid entirely by the Town out of current funds, or from the proceeds derived from the sale of bonds issued for that purpose and not assessed against especially benefited property, provided such improvements and the payment of the cost thereof out of the current fund or funds derived from the sale of bonds, shall be authorized by a majority of the electors of said Town at an election to be called for said purpose by the Board of Commissioners, and only these electors who are freeholders as herein provided shall be qualified to vote at said election; and if it is proposed to pay for said improvements out of the sale of bonds the same may be submitted to the electors together with the bonding proposition.

Section 31. BONDS

POWER TO ISSUE BONDS

LIMITATION

RATIFICATION

ADVERTISEMENT OF ISSUE

TYPE OF BONDS

EXECUTION OF BONDS

(a) Town of Madeira Beach shall have the power to issue and sell bonds for municipal improvements of every nature and kind, and to carry out any of the authorized powers or purposes of the Town, not to exceed in amount ten (10%) per cent of the assessed value of all property subject to taxation within the corporate

limits of the Town; provided, however, that bonds for street, sewer, sidewalk and other public improvements, which are paid from special assessments, to the amount for which the Town shall hold liens for uncollected special assessments, shall not be subject to such limitation of amount, nor be considered when computing the amount of bonds that may be issued under this section; and provided further, that no bonds shall be issued or sold until the same shall have been approved by a majority of the freeholders who are qualified electors residing in the Town of Madeira Beach, Florida, properly registered for voting in such an election, shall actually participate, such election to be held in such manner as may be provided by the Town Commission, and no bonds shall be issued until such issue shall be advertised once a week for four consecutive weeks prior to such election, and no bonds shall be sold until such sale has been advertised not less than two weeks.

Such bonds shall be negotiable coupon bonds, in such denominations as prescribed by resolution, and shall bear interest not exceeding six (6%) per cent per annum, payable semi-annually, both principal and interest to be payable in legal tender of the United States at such place or places as the Town Commission may elect; and said bonds shall not be sold for less than ninety-five (95%) per cent of par.

Such bonds shall be signed by the Mayor, attested by the Town Clerk and sealed with the seal of the Town. The interest coupons thereto attached shall be signed by the Town Clerk whose signature may be in facsimile. Any of such bonds, may, by resolution of the Town Commission, be registered as to number under such terms and conditions and at such place or places, within or without the Town of Madeira Beach, as the Town Commission in such resolution determine.

The foregoing paragraphs of this section shall not refer to the refunding bonds which are issued exclusively for the purpose of refunding bonds or interest already existing against said Town of Madeira Beach.

REFUNDING BONDS

(b) Whenever, for the purpose of extending the time of payment of any bonded indebtedness, which from its limit of taxation

the Town may be unable to pay at maturity, or whenever it appears to the Town Commission to be for the best interest of the Town to refund any such bonded indebtedness the Town Commission, by ordinance introduced and passed at any regular meeting, is hereby authorized and given full power to compromise, compound, refund and settle any bonded indebtedness lawfully made and undertaken by the Town by authority of law, and for this purpose and without submitting the same for ratification by the qualified electors as hereinbefore provided. Provided, however, that no bonded indebtedness of said Town shall be so compromised, refunded or extended unless such indebtedness shall be determined to be an existing valid and binding obligation of said Town. The resolution of the Town Commission authorizing the issue of said negotiable coupon bonds shall state the amount of bonded indebtedness to be compromised, refunded or extended, the aggregate amount of bonds to be issued therefor, their number and denomination, the date of maturity and the rate of interest they shall bear, and the place of payment of principal and interest.

**TAX FOR PAYMENT OF BONDS
SINKING FUND**

(c) The Town Commission is further authorized and empowered to levy a sufficient tax upon all real property within the corporate limits of the Town each year to pay annual interest and to pay not less than two per centum annually on the principal of said general and refunding bonds, besides all expenses of assessing and collecting the same, which said amount of principal so raised by taxation, and the interest accruing thereon, when collected shall be and remain a sinking fund to pay said bonds; and the same, together with interest thereon shall be invested by the Town Commission in negotiable interest bearing bonds of the United States Government, or Class "AAA" Bonds listed on the New York Stock Exchange, or shall be deposited in the depositories where said bonds are payable, which said deposits in said institutions shall be secured by negotiable interest bearing bonds of the United States Government, Surety Company Bonds, or Class "AAA" Bonds listed on the New York Stock Exchange, for the full amount of such deposits, or shall be used to retire bonds of the same issue for which the said sinking fund is provided, and no other; and when such levy shall have been made the same shall continue in force until the whole amount of principal and interest shall have been

fully paid; provided, nothing herein shall authorize the taking up of bonds heretofore issued or evidence of indebtedness created and issuing new bonds in lieu thereof before the maturity of any such bonds or evidence of indebtedness, unless such new bonds shall bear a less rate of interest than the bonds or evidence of indebtedness taken up, or unless the maturity of said bonds be extended.

SEPARATE ITEMS IN PROPOSED ISSUE

(d) In case the total or aggregate proposed issue of bonds is composed of two or more items for distinct and separate purposes, advertisement of said proposed issue shall state separately the items and several purposes for which the said bonds are to be issued; and the ballots used at the election to determine issue of said bonds shall have printed thereupon the several separate items and purposes in such a manner as to permit the voter thereof to cast his vote for or against each or any of the items therein enumerated. Funds derived from the sale of bonds shall be used for no other purpose than that for which the same was voted.

BOND FUNDS NOT TO BE DIVERTED

That any excess which may remain from the proceeds of the sale of said bonds after the accomplishment of the purpose for which the same was issued as aforesaid, shall be added to and become a part of the sinking fund or interest fund for the retirement of said bonds.

(e) All obligations and all indebtedness by the sale of bonds or otherwise heretofore legally incurred by the Town Government of the Town of Madeira Beach shall be assessed as a valid existing indebtedness against the Town created by this Charter; and all laws heretofore passed by the Legislature of Florida, authorizing the issue and sale of bonds, or for any purpose whatsoever, not inconsistent with this Charter, shall be and remain in full force and effect, and be applicable and binding upon the municipal government of the Town of Madeira Beach, in the same manner and to the same effect that the same were applicable to said Town of Madeira Beach.

NO COMMISSION FOR SALE OF TOWN BONDS

(f) No Commission or brokerage shall be paid, either directly or indirectly, for the sale of bonds or other evidence of indebtedness of the Town.

Section 32. PRESENT SINKING FUND.

The provisions of Section 31 relating to Sinking Funds shall be applicable to the sinking fund or funds now existing for the payment of outstanding bond obligations of the Town of Madeira Beach.

Section 33. MISCELLANEOUS PROVISIONS
SUBDIVISION AND PLATS

The owner or owners of any real property lying within the corporate limits of said Town, and the agent or agents of such owner or owners, desiring to subdivide the same into lots and blocks and lay out the same, one or more streets, alleys, or parks, shall be required to submit to the Board of Commissioners of said Town such proposed plat or plats for their approval.

If the proposed plat or plats in their original or amended form be approved by resolution of the Board of Commissioners, it shall be the duty of the Mayor-Commissioner to endorse upon the same, or a copy thereof, the approval of said Town, and it shall be the duty of the Town Clerk to attach thereto the seal of the Town attested by the Town Clerk. No plats subdividing lands within the corporate limits of said Town shall be entitled to record in the office of the County Clerk of Pinellas County, Florida, without written approval so endorsed thereon. Provided that in case there is a lien or encumbrance on the lands covered by said map or plat the same shall not be accepted unless accompanied by a release from the person or persons holding the same as to the streets, alleys and parkways designated on said plat.

Section 34. SUITS AGAINST THE TOWN

(a) No suit shall be filed against the Town of Madeira Beach unless and until a written notice of the nature and character of the claim which may be the basis of such suit shall first be served upon the Mayor-Commissioner of the Town of Madeira Beach or one of the other Commissioners, and this written notice must be served thirty (30) days before the institution of any suit.

(b) No suit shall be instituted or maintained against the Town of Madeira Beach, Florida, for damages arising out of any personal injury unless written notice of such claim or injury is within sixty (60) days from the date of receiving the alleged injury, given to the Mayor-Commissioner of the Town of Madeira Beach of the specifications as to the time and place of said alleged injury.

Section 35. OATH OF OFFICE

All officers of the Town of Madeira Beach, before entering upon the duties of their offices, shall take and subscribe to an oath to faithfully perform the duties of their offices and the Constitution and Laws of the State of Florida and of the United States of America.

Section 36. The Commissioners of the Town of Madeira Beach shall have and exercise all powers conferred by General Law, upon municipal officers, not inconsistent with the terms of this Charter.

Section 37. The Board of Commissioners of the Town of Madeira Beach shall not employ nor contract with any member of said Board of Commissioners or of the Clerk of the Town of Madeira Beach nor with any son or daughter or husband or wife of said son or daughter of any member of the Board of Commissioners of the Town of Madeira Beach or of the Clerk thereof.

Section 38. The custody of the public records of the Town of Madeira Beach shall be in the keeping of the Town Clerk of said Town, and he shall be responsible for their safety.

Section 39. That the title, rights and ownership of property, uncollected taxes, dues, claims, judgments, decrees and choses in action, held or owned by the Town of Madeira Beach shall pass to and be vested in the municipal corporation organized under this Act, to succeed the municipality abolished.

Section 40. The Board of Commissioners shall have exclusive power to make all public improvements and expenditures authorized by Ordinances, but all work or services contracted for, calling for the expenditure of Five Hundred (\$500.00) Dollars or more, shall be let to the lowest and best bidder, the Commissioners having the right and power, however, to reject any or all bids, and to perform the work advertised for, through the public works or other

appropriate department or departments of the Town, provided the cost of said work or services thus performed shall not exceed the price therefor named by the lowest and best bidder in this bid, in the event that bids have been received. If no bids have been received, the Commissioners in that event are authorized to perform the necessary work in making and completing said public improvements on the best terms possible, and at the lowest costs through the public works department or other appropriate department of the Town of Madeira Beach.

Section 41. All public notices required to be published by the provisions of this Charter or any ordinance adopted hereunder, may be published in any daily or weekly newspaper published in the County of Pinellas and having a general circulation in the Town of Madeira Beach.

Section 42. All ordinances of the Town of Madeira Beach in force and effect at the time this Act becomes effective which are not inconsistent with the provisions of this Charter be and the same are hereby ratified, validated and confirmed.

Section 43. All laws or parts of laws in conflict with the provisions of this Act be and the same are hereby repealed.

Section 44. In the event any section, portion or provision of this Act shall be held to be unconstitutional or inoperative, it shall in no wise affect the remaining valid portions hereof.

Section 45. This Act shall not become effective until and unless the same be ratified by a majority of the qualified electors of the Town of Madeira Beach voting in an election called and held for the purpose of ratification or rejection hereof, in the manner provided by law for the calling and holding of special elections in said Town. In the event of the ratification of this Act, the same shall become effective immediately upon the official determination of said ratification. The submission of other measures for approval or rejection at the same special election in which this Act is submitted for ratification or rejection, shall in no way be considered to invalidate or render void the special election in which the ratification or rejection of this Act is submitted.

Became a law without the Governor's approval.

Filed in Office Secretary of State June 13, 1949.

CHAPTER 25993—(No. 997)

HOUSE BILL NO. 1330

AN ACT Expressly Authorizing and Empowering the Town of Madeira Beach, Florida, by Resolution or Ordinance of the Town Commission or Other Governing Body, to Determine, Fix, Prescribe and Establish from Time to Time, the Fiscal Year of Said Town; Repealing All Laws or Parts of Laws in Conflict Herewith; and Requiring the Submission of This Act to the Electorate of the Town of Madeira Beach, Florida, for Its Approval or Rejection, and Subject to Said Approval, Providing for the Effective Date of This Act.

Be It Enacted by the Legislature of the State of Florida:

Section 1. That the Town of Madeira Beach, acting by and through its Town Commission or other governing body, be, and it is hereby expressly authorized and empowered by resolution or ordinance, from time to time, to determine, fix, prescribe and establish the fiscal year of said town, and in so doing it shall determine when said fiscal year shall begin and end.

Section 2. That all laws or parts of laws in conflict herewith be and the same are hereby repealed.

Section 3. This Act shall not become effective until and unless the same be ratified by a majority of the qualified electors of the Town of Madeira Beach voting in an election called and held for the purpose of ratification or rejection hereof in the manner provided by law for the calling and holding of special elections in said town. In the event of the ratification of this Act the same shall become effective immediately upon the official determination of said ratification. The submission of other measures for approval or rejection at the same special election in which this Act is submitted for ratification or rejection shall in no way be considered to invalidate or render void the special election in which the ratification or rejection of this Act is submitted.

Section 4. Subject to the limitations and conditions as to the effectiveness and effective date of this Act as contained in Section 3 hereof, this Act shall become a law immediately upon its passage and approval by the Governor, or upon its becoming a law without such approval.

Became a law without the Governor's approval.

Filed in Office Secretary of State June 13, 1949.