



**BOARD OF COMMISSIONERS  
REGULAR MEETING AGENDA  
Wednesday, April 10, 2024 at 6:00 PM  
Commission Chambers, 300 Municipal Drive,  
Madeira Beach, FL 33708**

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The Board of Commissioners of the City of Madeira Beach, Florida will meet in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below. Meetings will be televised on Spectrum Channel 640 and YouTube Streamed on the City's Website.

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- 1. CALL TO ORDER**
- 2. INVOCATION AND PLEDGE OF ALLEGIANCE - City Attorney Thomas Trask**
- 3. ROLL CALL**
- 4. APPROVAL OF THE AGENDA**
- 5. MARCH 19, 2024 MUNICIPAL ELECTION - CERTIFIED OFFICIAL ELECTION RESULTS - CITY OF MADEIRA BEACH CHARTER AMENDMENT**
  - A. March 19, 2024 Municipal Election - Certified Official Election Results - City of Madeira Beach Charter Amendment**
- 6. APPOINTMENT OF VICE CHAIR**
  - A. Appointment of Vice Mayor**
- 7. PROCLAMATIONS - Mayor**
- 8. PRESENTATIONS (limited to 10 minutes each)**
  - A. Presentation of FY 2023 Annual Comprehensive Financial Report (ACFR)**

**9. PUBLIC COMMENT**

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

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

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

## **10. APPROVAL OF THE MINUTES**

- A.** 2024-03-13, BOC Regular Meeting Minutes
- B.** 2024-03-27, BOC Special Meeting Minutes
- C.** 2024-03-27, BOC Regular Workshop Meeting Minutes

## **11. CONSENT AGENDA**

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

## **12. PUBLIC HEARINGS**

- A.** Ordinance 2024-04, Special Magistrate - Code Enforcement - 1st Reading & Public Hearing
- B.** Ordinance 2024-06, Special Magistrate Compensation - 1st Reading & Public Hearing
- C.** Ordinance 2024-05, Fees & Collection Procedures Manual FY 2024 Update - 1st Reading & Public Hearing
- D.** ABP 2024-02 Dockside Dave's Restaurant

## **13. UNFINISHED BUSINESS**

- A.** Resolution 2024-02, BOC Policy Handbook

## **14. CONTRACTS/AGREEMENTS**

- A.** Code Enforcement/Satellite Office
- B.** RFQ 23-12, Planning Services to Create and Implement a New City Master Plan
- C.** ITB 2023-14 Coastal Groin Restoration Approval



D. Approval to Surplus & Purchase a truck

E. Engagement Letter for Magistrate Services

## 15. NEW BUSINESS

## 16. AGENDA SETTING - April 24, 2024 BOC Workshop Meeting

A. Ordinance 2024-02 Accessory Structures

B. Bicentennial Park Usage

C. Residential Parking

D. Beach Chairs/Umbrellas on Sand in front of Caddy's Restaurant

E. Redington Beaches EMS Station Funding Agreement

F. Updates to Fence Code

G. John's Pass Village Zoning

## 17. REPORTS/CORRESPONDENCE

A. Board of Commissioners

B. City Attorney

C. City Clerk's Report - April 2024

D. City Manager

## 18. ADJOURNMENT

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

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



## MEMORANDUM

TO: Honorable Mayor and Board of Commissioners  
VIA: Robin Gomez, City Manager  
FROM: Clara VanBlargan, City Clerk  
DATE: 04/03/2024  
RE: **March 19, 2024 Municipal Election – Certified Official Election Results**

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### **March 19, 2024 Municipal Election – Certified Official Election Results – Charter Amendment**

City of Madeira Beach Charter Amendment - to change the Candidate Qualifying Period to the first full week in December instead of the first two full weeks in December. **(Did not Pass)**

The total number of votes cast: **665** (total number includes the number of votes cast at the polling location).

236 votes – YES  
**429 votes - NO**

#### **Attachments:**

- March 19, 2024 Municipal Election Certified Election Results – Certificate of County Canvassing Board, Pinellas County

**\*\*\* Official Results \*\*\***  
**CERTIFICATE OF COUNTY CANVASSING BOARD**  
**PINELLAS COUNTY**

Item 5A.

We, the undersigned, JUDGE EDWIN JAGGER, County Judge, COMMISSIONER JANET LONG, County Commissioner, SUPERVISOR JULIE MARCUS, Supervisor of Elections, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Twenty-Ninth day of March, 2024 A.D., and proceeded publicly to canvass the votes given for the referendums on the Nineteenth day of March, 2024 A.D. as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

**CITY OF BELLEAIR BEACH NO. 1 CHARTER AMENDMENT**

Yes for Approval	365	votes
No for Rejection	177	votes

**CITY OF BELLEAIR BEACH NO. 2 CHARTER AMENDMENT**

Yes for Approval	446	votes
No for Rejection	99	votes

**CITY OF BELLEAIR BEACH NO. 3 CHARTER AMENDMENT**

Yes for Approval	353	votes
No for Rejection	186	votes

**CITY OF BELLEAIR BEACH NO. 4 CHARTER AMENDMENT**

Yes for Approval	436	votes
No for Rejection	102	votes

**CITY OF CLEARWATER CHARTER AMENDMENT**

Yes for Approval	13,936	votes
No for Rejection	7,838	votes

**CITY OF MADEIRA BEACH CHARTER AMENDMENT**

Yes for Approval	236	votes
No for Rejection	429	votes

**CITY OF PINELLAS PARK REFERENDUM QUESTION**

Yes - For authority to grant exemptions.	3,605	votes
No - Against authority to grant exemptions.	2,420	votes

**\*\*\* Official Results \*\*\***  
**CERTIFICATE OF COUNTY CANVASSING BOARD**  
**PINELLAS COUNTY**

Item 5A.

**CITY OF SAFETY HARBOR NO. 1 CHARTER AMENDMENT**

Yes for Approval	3,115	votes
No for Rejection	723	votes

**CITY OF SAFETY HARBOR NO. 2 CHARTER AMENDMENT**

Yes for Approval	2,805	votes
No for Rejection	1,053	votes

**CITY OF SAFETY HARBOR NO. 3 CHARTER AMENDMENT**

Yes for Approval	3,330	votes
No for Rejection	480	votes

**CITY OF SAFETY HARBOR NO. 4 CHARTER AMENDMENT**

Yes for Approval	3,734	votes
No for Rejection	146	votes

**CITY OF SAFETY HARBOR NO. 5 CHARTER AMENDMENT**

Yes for Approval	3,131	votes
No for Rejection	577	votes

**CITY OF SAFETY HARBOR NO. 6 CHARTER AMENDMENT**

Yes for Approval	3,460	votes
No for Rejection	327	votes

**CITY OF SAFETY HARBOR NO. 7 CHARTER AMENDMENT**

Yes for Approval	3,241	votes
No for Rejection	511	votes

**CITY OF SAFETY HARBOR NO. 8 CHARTER AMENDMENT**

Yes for Approval	2,928	votes
No for Rejection	720	votes

**\*\*\* Official Results \*\*\***  
**CERTIFICATE OF COUNTY CANVASSING BOARD**  
**PINELLAS COUNTY**

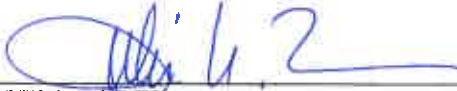
Item 5A.



COUNTY JUDGE



COUNTY COMMISSIONER



SUPERVISOR OF ELECTIONS



## MEMORANDUM

**TO:** Honorable Mayor and Board of Commissioners  
**VIA:** Robin Gomez, City Manager  
**FROM:** Clara VanBlargan, City Clerk  
**DATE:** 04/03/2024  
**RE:** **Appointment of Vice Chair – One (1) Year term**

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### **City Charter, Section 4.4 – Vice Mayor**

The Board of Commissioners shall appoint a Vice Mayor at its first regular meeting following the election. The term of Vice Mayor shall be for one (1) year. The Vice Mayor shall act as Mayor during the absence or disability of the Mayor. Should the Vice Mayor be required to act as Mayor for a period in excess of thirty (30) days, he/she shall receive the compensation of the Mayor retroactive to the date upon which he/she assumed the Mayoral duties.

March 25, 2024

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

We have audited the financial statements of City of Madeira Beach, Florida (the City) as of and for the year ended September 30, 2023, and have issued our report thereon dated March 25, 2024. Professional standards require that we advise you of the following matters relating to our audit.

### **Our Responsibility in Relation to the Financial Statement Audit**

As communicated in our engagement letter dated June 14, 2023, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our findings regarding significant control deficiencies over financial reporting and material noncompliance, and other matters noted during our audit, if any, in a separate letter to you dated March 25, 2024.

### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team, others in our firm, as appropriate, our firm has complied with all relevant ethical requirements regarding independence.

### Significant Risks Identified

Professional standards require that we, as auditors, identify significant risks that impact the audit based upon the nature of the organization and design our audit procedures to adequately address those risks. As part of the audit process, we have identified the following significant risks, which are being communicated solely to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

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

Our audit was designed to adequately address the above risks and no issues were noted that impacted our ability to render an opinion on the financial statements.

### Qualitative Aspects of the Entity's Significant Accounting Practices

#### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2023, except for the adoption of GASB Statement 96, *Subscription-Based Information Technology Arrangements (SBITA)*. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

#### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the City's financial statements are:

Management's estimate of the allowance for doubtful accounts was based on a percentage of unbilled sanitation, stormwater, and utility revenues, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the fair value estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the net amounts due from other governments are based on the costs incurred from the flood hazard mitigation projects. We evaluated the key factors and assumptions used to develop the receivable in determining that it is reasonable in relation to the financial statements taken as a whole.



Management's estimate of the useful lives for depreciation was based on past history within each capital asset class. We evaluated the key factors and assumptions used to develop the fair value estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimates of the net pension liability and the total OPEB liability were based on actuarial factors and were calculated by actuaries independent of the City. We evaluated the key factors and assumptions used to develop the fair value estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

#### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City's financial statements relate to:

The Long-term Liabilities note summarizes the City's long-term debt obligations, including future debt service payments.

The Employees' Retirement Plans note summarizes the basic information regarding the City's net pension liability.

#### **Significant Unusual Transactions**

There were no significant unusual transactions identified as a result of our audit procedures that were brought to the attention of management and required to be communicated to you.

#### **Identified or Suspected Fraud**

We have not identified nor have we obtained information that indicates that fraud may have occurred.

#### **Significant Difficulties Encountered During the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

#### **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. A summary of the uncorrected misstatements of the financial statements follows:

- To record a \$50k adjustment to increase fiscal year 2023 revenue in the General Fund for local business tax receipts recorded as revenue in fiscal year 2022 that were related to services in fiscal year 2023.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The following list summarizes the material, corrected misstatements that have been recorded by management:

- None noted.

**Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City’s financial statements or the auditors’ report. No such disagreements arose during the course of the audit.

**Representations Requested from Management**

We have requested certain written representations from management, which are included in the management representation letter dated March 25, 2024.

**Management’s Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

**Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City’s auditors.

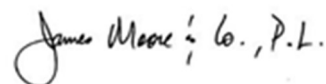
**Other Information Included in Annual Reports**

Pursuant to professional standards, our responsibility as auditors for other information in whether financial or nonfinancial, included in the City’s annual reports does not extend beyond the information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, with respect to the supplementary information accompanying the financial statements, we have: made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the City Commission and management of the City of Madeira Beach, Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,



JAMES MOORE & CO., P.L.

**CITY OF MADEIRA BEACH, FLORIDA**  
**ANNUAL COMPREHENSIVE FINANCIAL REPORT**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**



**Prepared By: City of Madeira Beach Finance Department**

**CITY OF MADEIRA BEACH, FLORIDA  
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SEPTEMBER 30, 2023**

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**CITY OF MADEIRA BEACH, FLORIDA  
PRINCIPAL CITY OFFICIALS  
SEPTEMBER 30, 2023**

**Mayor and Board of Commissioners:**

Mayor – James Rostek

District 1 – David Tagliarini

District 2 – Ray Kerr

District 3 – Eddie McGeehen

District 4 – Ann-Marie Brooks

**City Officials:**

City Manager – Robin Gomez

City Clerk – Clara VanBlargan, MMC, MSM

City Attorney – Thomas Trask, Esq.

City Treasurer – Andrew Laflin, CPA

*City officials in place as of financial statement date*



300 Municipal Drive  
Madeira Beach, Florida 33708  
(727) 391-9951  
Fax (727) 399-1131  
[www.madeirabeachfl.gov](http://www.madeirabeachfl.gov)

March 25, 2024

Honorable Mayor,  
Members of the Board of Commissioners, and  
Citizens of the City of Madeira Beach, Florida

The Annual Comprehensive Financial Report (ACFR) of the City of Madeira Beach for the fiscal year ended September 30, 2023, is hereby submitted. In addition to meeting legal requirements of the City Charter, Florida Statutes and the Rules of the Auditor General of the State of Florida, the report continues to present the City’s tradition of full financial disclosure. The Annual Comprehensive Financial Report represents the official report of the City’s financial position and operations to the citizens, Board of Commissioners, rating agencies, bond holders and other interested parties.

Responsibility for the accuracy of the data and the completeness and fairness of presentation, including all disclosures, rests with the City. Management believes the data as presented is accurate in all material respects; that the report is presented in a manner which fairly illustrates the financial activity of the various funds; and that all disclosures necessary to enable the reader to gain a complete understanding of the City’s financial activities have been included.

**Profile of the Government**

The City of Madeira Beach originally began as a fishing village. Located on a barrier island at John’s Pass with direct access to the Gulf of Mexico, Madeira Beach connects to the mainland near St. Petersburg by a free causeway and to the other barrier islands by bridges. The City was incorporated in 1947 with a Council-Manager form of government. The City’s resident population is 3,931, complemented by a visiting population of over 18,000 annual tourists during the winter months.

The City of Madeira Beach provides a traditional range of services, including fire protection and emergency medical service; maintenance of parks, streets and other infrastructure; stormwater and sanitation collection services; a municipal marina; and recreational programs and events. The City contracts with the Pinellas County Sheriff’s Office for law enforcement. Pinellas County provides potable water, sanitary sewerage, solid waste disposal and treatment, and criminal justice systems.

**Accounting Systems and Internal Control**

To provide a reasonable basis for making the financial presentations, management maintains an internal control structure that provides reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition; that transactions are executed in accordance with management’s authorization; and that transactions are recorded properly to facilitate preparation of financial statements in accordance with generally accepted accounting principles (GAAP). The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management. We believe the City’s

internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

Pursuant to the City Charter, Florida Statutes Chapters 11.45 and 218, and Chapter 10.550 of the Rules of the Auditor General of the State of Florida, an audit of the accounts and financial statements of the City of Madeira Beach has been completed by the City's independent certified public accountants, James Moore & Company, whose opinion is included in the financial section of this report. The goal of the independent audit is to provide reasonable assurance that the financial statements are free of material misstatement. The independent audit involves examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation.

The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of Madeira Beach's financial statements for the fiscal year ended September 30, 2023, are fairly presented in conformity with GAAP.

Generally accepted accounting principles require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City of Madeira Beach's MD&A can be found immediately following the audit report.

### **Budgetary Control**

The annual budget serves as the foundation for the City's financial planning and control. Department directors are required to submit budget requests to the Director of Finance, who then develops the proposed budget based on additional direction from the City Manager. The City Manager is required by City Charter to present the proposed long term capital improvement plan to the Board of Commissioners (BOC) prior to July 1. The BOC is required to hold public hearings on the proposed budget and to adopt a final budget by September 30, the close of the City's fiscal year. The appropriated budget is prepared by fund and department. The City Manager may transfer any unencumbered appropriation or portion thereof between classifications of expenditures within a department. The BOC may, by resolution, make additional appropriations or transfer any unencumbered appropriation from any department to another department. Budget-to-actual comparisons are provided in this report for each individual governmental fund for which an appropriated annual budget has been adopted. The comparison is presented as part of the basic financial statements for governmental funds.

### **Local Economy**

The information presented in the financial statements is perhaps best understood when considered from the broader perspective of the specific environment within which the City of Madeira Beach operates. The City of Madeira Beach is one of twenty-four incorporated municipalities in Pinellas County. The sunny climate and long stretches of white, sandy beaches along the Gulf of Mexico attract visitors and new residents each year. Tourism is the primary industry of Pinellas County as well as Madeira Beach.

Madeira Beach is home to John's Pass Village, a regional commercial fishing hub that also includes retail shops, condominium rentals, restaurants, and a beach and waterfront boardwalk for visitors and tourists. The Village provides a unique, multi-purpose experience for fishing, shopping, dining and entertainment. The City works closely together with the John's Pass merchants to ensure the Village remains a destination attraction, both locally and nationally.



**Major Initiatives**

The City did not issue any new debt in fiscal year 2023. The last debt issuance occurred in fiscal year 2019 with the Series 2019 debt in the amount of \$15,063,000 was issued to rebuild roadways and stormwater systems along three areas: Crystal Island, Marguerite Drive, and John’s Pass Village area. At the beginning of fiscal year 2021, the City refunded the Series 2015 Stormwater System Revenue Bond with the Series 2020 Stormwater System Refunding Revenue Bond in order to take advantage of a lower interest rate environment. The City is realizing debt service savings of approximately \$16,000 annually by refinancing at a lower borrowing rate, which is at a fixed rate of 1.73%, 0.86% lower than the interest rate on the Series 2015 Revenue Bond.

In fiscal year 2023, the most significant projects undertaken by the City related to stormwater improvements and an undergrounding project on Gulf Boulevard. During fiscal year 2021, the City completed the Area 1 (Crystal Island) stormwater project at a total project cost of \$9.3 million and began performing initial design work on Area 3 and Area 5. Challenges associated with completing these large multi-year roadway and drainage improvement projects are not isolated to funding but will also be recognized through rising construction costs as well as competition for quality contractors to perform the work. Also, requests for grants and other interlocal funding from the Southwest Florida Management District (SWFMD), Pinellas County, and other governmental units are being considered for submission in a proactive manner.

The Board of Commissioners have managed to keep millage rates constant or at 2.2000 for FY 2019 and for the three years prior. Increases to taxable values within the city have contributed to substantial increases in property tax revenue. However, the \$15,063,000 debt funding received in FY 2019 required annual principal and interest payments of \$1,000,000 per year over the next twenty years. The Stormwater Fund alone could not support this annual payment. Due to this, the General Fund needed to assist with these payments going forward. It was determined that the millage rate for FY 2020 needed to be increased from 2,2000 to 2.7500. There was no increase in the millage rate in fiscal year 2023. Below is a summary of property tax revenue over the last seven years:

<u>Fiscal year</u>	<u>Millage rate</u>	<u>Property tax revenue</u>	<u>Percent change</u>
2017	2.2000	\$ 2,305,198	
2018	2.2000	\$ 2,483,174	7.7%
2019	2.2000	\$ 2,688,109	8.3%
2020	2.7500	\$ 3,533,688	31.5%
2021	2.7500	\$ 3,770,607	6.7%
2022	2.7500	\$ 4,134,405	9.6%
2023	2.7500	\$ 4,744,071	14.7%

Madeira Beach continues to operate on a competitive tax rate in relation to neighboring communities. Comparative millage rates among similar cities in Pinellas County are provided in the following table.

<u>Municipality</u>	<u>FY 2022 millage rate</u>
City of Clearwater	5.8850
City of South Pasadena	5.0638
City of Dunedin	4.1345
City of Treasure Island	3.8129
City of St. Pete Beach	3.0913
City of Madeira Beach	2.7500
City of Belleair Beach	2.0394
City of Indian Rocks Beach	1.7300

**Long-term Financial Planning**

The City uses a five-year Capital Improvement Program (CIP), located in the budget document, to link the Annual Comprehensive Financial Report with long-term financial estimates and capital improvement planning. The General Fund, for example, begins with the unassigned balance as reported in the Annual Comprehensive Financial Report and projects current-year revenue and expenditures to derive an estimated year-end final balance. Management then allocates funding plans for various capital needs based on direction from the Board of Commissioners. The CIP illustrates the City’s desire to balance capital investment with cash preservation.

**Relevant Financial Policies and Practices**

The City’s fund balance policy, adopted on September 8, 2015, is to maintain committed fund balance for an emergency storm response that is no less than 33% of General Fund operating expenditures. However, on June 11, 2019, at the recommendation of staff Resolution 2019-09 was approved by the Board of Commissioners establishing a halt to the annual funding of this reserve. Management asserted that \$2,409,363 was a sufficient balance for emergency storm response. The City is to maintain a minimum unassigned balance equivalent to two months of annual General Fund operating expenditures. The respective balances are to be maintained not only in relation to the current period but also to that of each annual period within the five-year projections in the capital improvement program. Material one-time revenues shall not be used to fund ongoing expenditures.

The City was in compliance with its fund balance policy as of September 30, 2023.

**Awards and Acknowledgements**

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Madeira Beach for its Annual Comprehensive Financial Report for the fiscal year ended September 30, 2022. This was the 25<sup>th</sup> consecutive year the City has received the prestigious award.

In order to be awarded a Certificate of Achievement, a governmental unit must publish an easily readable and efficiently organized Annual Comprehensive Financial Report. The report must satisfy generally accepted accounting principles, applicable legal requirements, and best practices established by GFOA.

Management believes the current report also conforms to the Certificate of Achievement program's requirements.

Preparation of the Annual Comprehensive Financial Report relies on the diligent and professional efforts of everyone in the Finance Department. The year-end closing procedure was an arduous process involving tireless efforts by staff. The City's independent auditors, James Moore & Company, also contributed invaluable to the process by testing data integrity and internal controls.

Management believes the Annual Comprehensive Financial Report clearly illustrates the financial position of the City of Madeira Beach and thanks you for your support and commitment to valuing and preserving the City's financial condition.

Respectfully submitted,

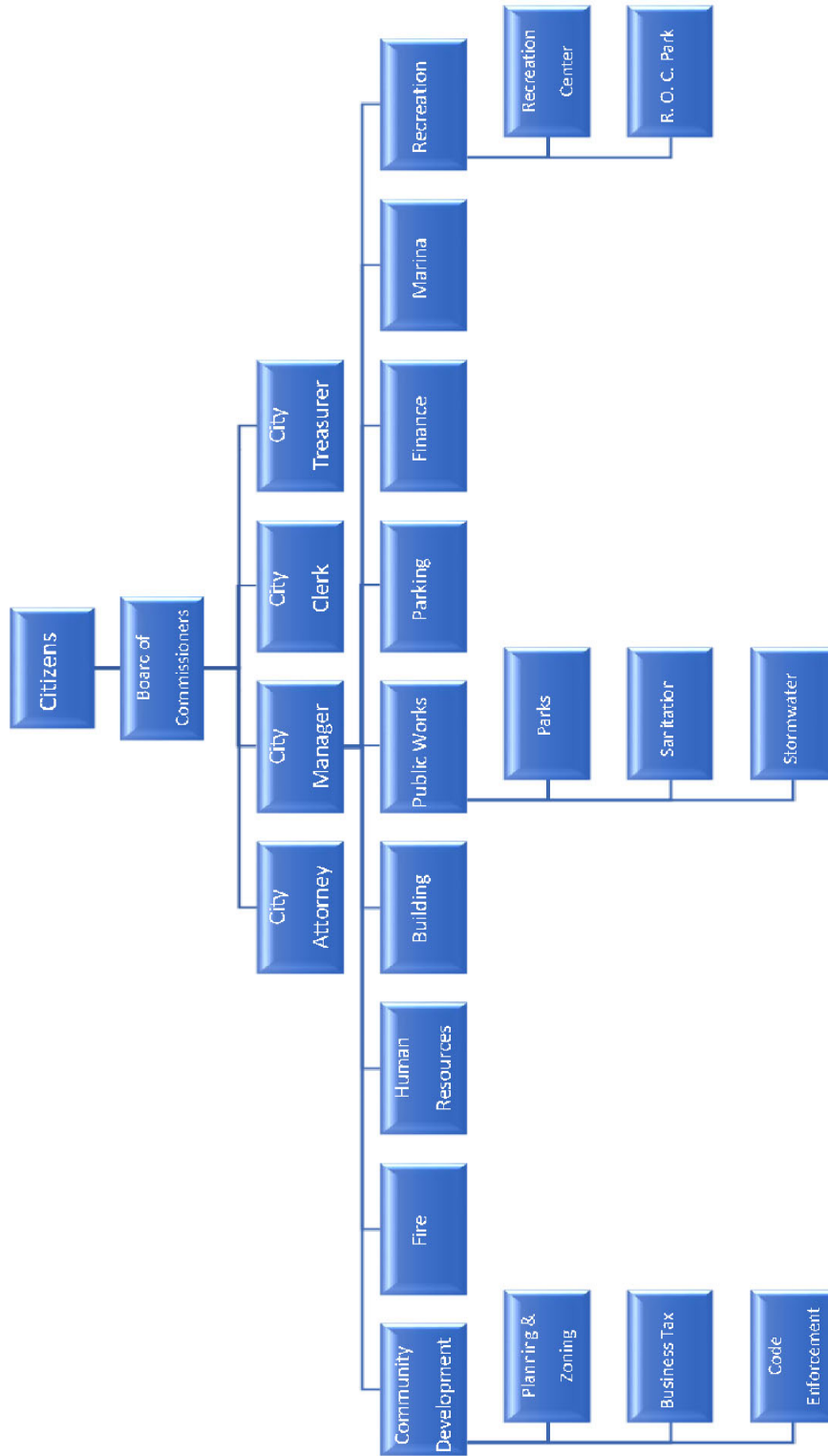


Robin Gomez  
City Manager



Andrew Laflin  
Director of Finance

# City of Madeira Beach ORGANIZATIONAL CHART





Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**City of Madeira Beach  
Florida**

For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

September 30, 2022

*Christopher P. Morill*

Executive Director/CEO



## INDEPENDENT AUDITORS' REPORT

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

### **Report on the Audit of the Financial Statements**

#### ***Opinions***

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Madeira Beach, Florida (the City), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof, for the year then ended in conformity with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAS) issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditors' Responsibility for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and GAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund financial statements and schedules, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining nonmajor fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

### ***Other Information Included in the Annual Comprehensive Financial Report***

Management is responsible for the other information included in the annual comprehensive financial report (ACFR). The other information comprises the introductory and statistical sections but does not include but does not include the basic financial statements and our auditors' report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 25, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Daytona Beach, Florida  
March 25, 2024

*James Moore & Co., P.L.*



**Management's Discussion and Analysis**

**September 30, 2023**  
**(Unaudited)**

Management's discussion and analysis (MD&A) is designed to focus on significant financial issues and provide an overview of the City of Madeira Beach's financial activity for the fiscal year ended September 30, 2023. The MD&A is designed to focus on the current year's activities, resulting changes, and currently known facts. It should be read in conjunction with the transmittal letter, basic financial statements, and notes to the financial statements.

**Financial Highlights**

<b>Government-wide Financial Position</b>	<b>As of September 30, 2023</b>	<b>As of September 30, 2022</b>	<b>Percent Change</b>
Total assets	\$83,282,171	\$81,157,558	2.62%
Deferred outflows	701,717	672,084	4.41%
Total liabilities	27,484,293	28,753,526	-4.41%
Deferred inflows	1,851,680	2,165,907	-14.51%
Net position	\$54,647,915	\$50,910,209	7.34%

**Overview of the Financial Statements**

The financial statements provide insight into the City of Madeira Beach's (the City's) ability to provide services and meet obligations, both now and in the future. Trends in assets, liabilities and net position illustrate the City's overall financial position and can be evaluated to determine whether the City is better off or worse off as a result of its operations.

The financial statements include three components that should be considered together in order to gain a comprehensive understanding of the City's financial position: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements.

1. Government-wide Financial Statements:

The government-wide financial statements provide a broad overview of the City's finances, in a manner similar to the private sector. The statements include two different reports: the statement of net position and the statement of activities.

The **Statement of Net Position** presents information on *all* of the City's assets and liabilities as of September 30, 2023. The difference between assets (plus deferred outflows of resources) and liabilities (plus deferred inflows of resources) is known in governmental accounting as net position. Analysis of net position requires evaluation of unrestricted and restricted net position as well as net investment in capital assets. The latter category represents the net assets being used by the City to provide goods and services to the community. As such, these assets are not readily available for spending without first being converted to financial resources. Restricted net position represents restricted assets and deferred outflows minus related restricted liabilities and deferred inflows controlled by state statutes, enabling legislation, debt covenants, or other external requirements. The remaining balance is unrestricted net position, which represents the accumulated resources available to the City for meeting its future obligations.

## Management's Discussion and Analysis

September 30, 2023  
(Unaudited)

The **Statement of Activities** illustrates *how* the City's net position changed as a result of its operations throughout the fiscal year. This section categorizes City services by program and illustrates the extent to which various functions are subsidized by general tax revenues. Distinction is made between those operations which are expected to be supported by taxes (i.e., governmental activities) and those which are intended to recover their costs (i.e., business-type activities).

## 2. Fund Financial Statements:

In governmental accounting, a "fund" is a segregated group of related accounts used to ensure and demonstrate compliance with enabling legislation, legal requirements, or other financial administration goals and objectives. The City of Madeira Beach reports two types of funds: governmental and proprietary.

**Governmental Funds** are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements (e.g., public safety, parks and recreation, physical environment, and parking enforcement). However, unlike the government-wide financial statements, governmental fund financial statements focus on financial resources rather than economic resources. Financial resources represent those which may be used to meet near-term requirements. Economic resources, such as capital assets which cannot be quickly converted to finance near-term requirements, are excluded from governmental fund reporting. The narrower focus is intended to emphasize the use of spendable assets.

The long-term impact of the City's shorter-term financial activities can be analyzed by comparing governmental fund reporting to the government-wide statements. Both the governmental fund balance sheet and statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate the comparison.

Budgetary comparison statements are provided for the major funds to demonstrate compliance with the legally adopted budget.

The City's **Proprietary Funds** include three enterprise funds: the Sanitation Fund, Stormwater Fund, and Marina Fund. These funds report the same functions and use the same basis of accounting as the business-type activities presented in the government-wide financial statements.

## 3. Notes to the Financial Statements:

Notes to the financial statements provide additional information that is essential to gaining a full understanding of the data provided in the government-wide and fund financial statements.

Management’s Discussion and Analysis

September 30, 2023  
(Unaudited)

Government-Wide Financial Analysis

The City’s financial position as of September 30, 2023, depicts reasonable growth in both governmental and enterprise operations primarily due to higher than anticipated tax revenues as well as revenues generated from fees and fines among the public parking lots throughout the City.

The City’s parking operation generates much needed additional revenue, and the most recent results indicate continued growth in parking transaction volume. A prior year rate increase from \$2.50 per hour to \$3.00 per hour for parking meters city-wide that took place in fiscal year 2022 has contributed to the positive revenue totals, especially during the past fiscal year.

Fiscal Year	Parking Revenue	Growth
2017	\$2,072,161	(0.20%)
2018	\$2,073,573	0.10%
2019	\$2,244,975	8.30%
2020	\$2,288,946	2.00%
2021	\$2,766,089	20.85%
2022	\$3,406,055	23.14%
2023	\$4,188,534	22.97%

Net pension liability increased by 17.15%, based on the City’s allocated share of the Florida Retirement System’s funding status, and as further explained in Note 12 of the financial statements. The City’s net pension liability as of September 30, 2023, was \$2,967,275. The City completed a debt refunding in fiscal year 2021 to take advantage of lower interest rates, and retired the Series 2018 revenue bonds in the current fiscal year. Below is an updated summary of the debt administered by the City since October 2013:

Description	Date issued	Principal borrowed	Scheduled total interest due	Final maturity
Capital improvement revenue bonds	10/24/2013	\$ 4,760,000	\$ 4,173,376	10/1/2043
Infrastructure sales surtax revenue note	2/18/2016	725,000	24,843	12/1/2019
Capital improvement refunding revenue bond	6/14/2019	1,297,000	80,749	11/1/2021
Capital improvement revenue bond	7/11/2019	15,063,000	5,466,153	11/1/2039
Stormwater system refunding revenue bond	10/1/2020	4,442,000	414,443	10/1/2030
Total		\$ 26,287,000	\$ 10,159,564	

The City continued to maintain an ambitious list of capital improvement projects in fiscal year 2023, many of which were delayed or not started due to labor shortages and supply chain issues. This resulted in a slight year-over-year decrease in the net investment in capital assets. As shown in the following table, a higher percentage of net position is unrestricted than in past years. This is the result of the stagnation of net capital investment due to aforementioned labor and supply chain issues. The table illustrates the extent to which the City’s net position has been shaped by capital asset activity over the last six years:

## CITY OF MADEIRA BEACH, FLORIDA

## Management's Discussion and Analysis

September 30, 2023  
(Unaudited)

<b>Fiscal Year</b>	<b>Net Investment in Capital Assets</b>	<b>As Percent of Total Net Position</b>	<b>Unrestricted Net Position</b>	<b>As Percent of Total Net Position</b>
2018	\$24,026,207	59.3%	\$12,255,416	30.2%
2019	\$27,602,307	61.6%	\$13,492,461	30.1%
2020	\$24,393,386	54.6%	\$15,907,027	35.6%
2021	\$26,690,877	56.6%	\$16,339,790	34.7%
2022	\$26,286,995	51.6%	\$20,471,887	40.2%
2023	\$26,102,863	47.8%	\$22,173,591	40.6%

The tables to follow present the condensed Statement of Net Position and Statement of Activities for the current year as compared to the previous year.

STATEMENT OF NET POSITION	Governmental Activities		Business-type Activities		Totals	
	2023	2022	2023	2022	2023	2022
Current assets	\$ 27,651,845	\$ 25,786,384	\$ 8,922,735	\$ 4,354,520	\$ 36,574,580	\$ 30,140,904
Capital Assets	22,849,822	23,832,318	18,274,227	19,458,639	41,124,049	43,290,957
Noncurrent assets	1,821,979	2,065,116	4,162,094	5,660,581	5,984,073	7,725,697
Total assets	52,323,646	51,683,818	31,359,056	29,473,740	83,682,702	81,157,558
Deferred outflows	687,927	658,444	13,790	13,640	701,717	672,084
Total assets and deferred outflows	53,011,573	52,342,262	31,372,846	29,487,380	84,384,419	81,829,642
Current and other liabilities	2,734,986	3,374,587	1,392,978	1,302,552	4,127,964	4,677,139
Long-term liabilities outstanding	7,168,888	6,844,437	16,587,972	17,231,951	23,756,860	24,076,388
Total Liabilities	9,903,874	10,219,024	17,980,950	18,534,503	27,884,824	28,753,527
Deferred inflows	1,849,527	2,162,895	2,153	3,012	1,851,680	2,165,907
Total liabilities and deferred inflows	11,753,401	12,381,919	17,983,103	18,537,515	29,736,504	30,919,434
Net position:						
Invested in capital assets	18,968,572	19,163,067	7,134,291	7,123,928	26,102,863	26,286,995
Restricted	5,733,288	3,504,944	638,173	646,382	6,371,461	4,151,326
Unrestricted	16,556,312	17,292,332	5,617,279	3,179,555	22,173,591	20,471,887
Total net position	\$ 41,258,172	\$ 39,960,343	\$ 13,389,743	\$ 10,949,865	\$ 54,647,915	\$ 50,910,208

CITY OF MADEIRA BEACH, FLORIDA

Item 8A.

Management’s Discussion and Analysis

September 30, 2023  
(Unaudited)

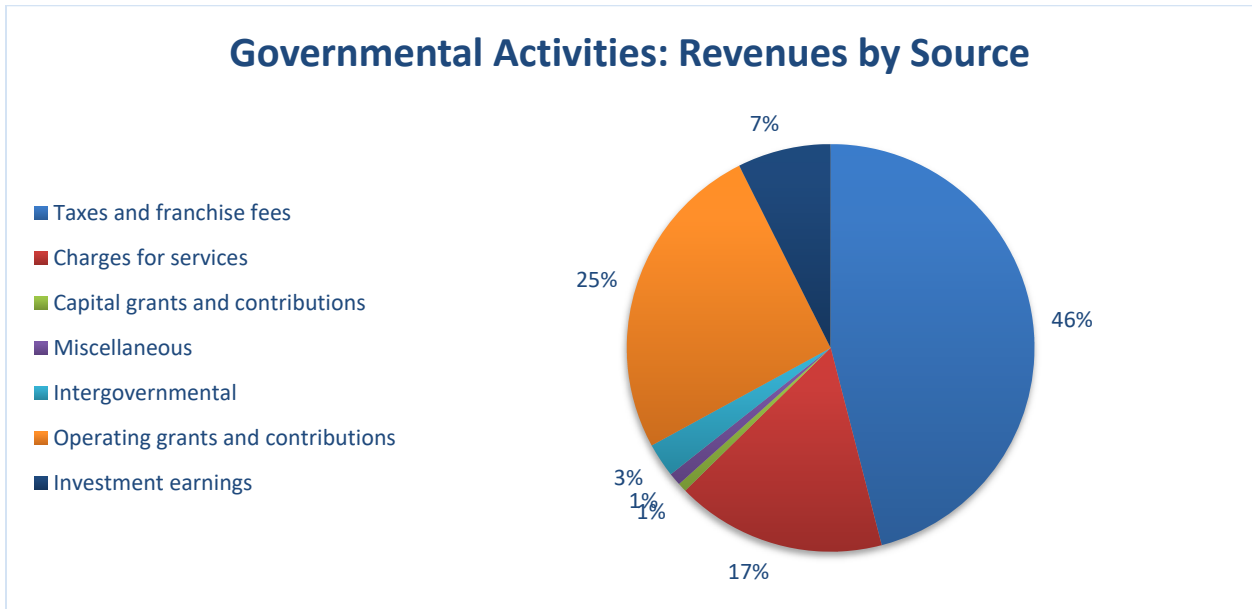
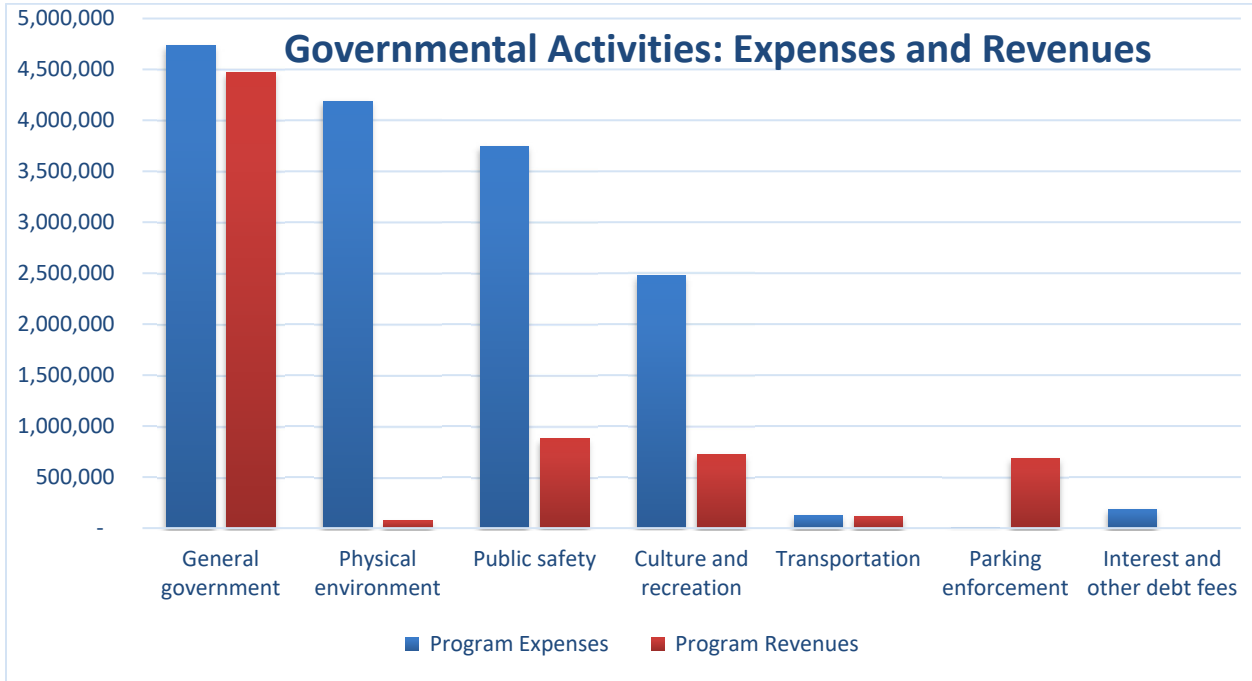
STATEMENT OF ACTIVITIES	Governmental Activities		Business-type Activities		Totals	
	2023	2022	2023	2022	2023	2022
Revenues:						
Program revenues:						
Charges for services	\$ 2,716,836	\$ 5,798,477	\$ 10,402,462	\$ 6,711,188	\$ 13,119,298	\$ 12,509,665
Operating grants & contributions	4,131,707	775,714	35,031	11,221	4,166,738	786,935
Capital grants & contributions	113,003	115,373	-	-	113,003	115,373
General revenues:						
Property taxes	4,744,071	4,134,405	-	-	4,744,071	4,134,405
Franchise and utility taxes	2,692,993	1,805,170	-	-	2,692,993	1,805,170
Intergovernmental sources	436,205	1,164,634	-	-	436,205	1,164,634
Other	1,342,391	797,571	463,990	1,088,216	1,806,381	1,885,787
Total revenues	<u>16,177,206</u>	<u>14,591,344</u>	<u>10,901,483</u>	<u>7,810,625</u>	<u>27,078,689</u>	<u>22,401,969</u>
Expenses:						
General government	\$ 4,735,227	\$ 3,900,539	\$ -	\$ -	\$ 4,735,227	\$ 3,900,539
Physical environment	4,184,881	698,848	-	-	4,184,881	698,848
Public safety	3,744,742	3,353,919	-	-	3,744,742	3,353,919
Culture and recreation	2,473,170	2,050,431	-	-	2,473,170	2,050,431
Parking	8,946	481,837	623,678	-	632,624	481,837
Transportation	123,192	108,047	-	-	123,192	108,047
Sanitation	-	-	1,857,869	1,514,246	1,857,869	1,514,246
Stormwater	-	-	1,914,720	2,750,748	1,914,720	2,750,748
Marina	-	-	3,489,965	3,567,718	3,489,965	3,567,718
Interest on long-term debt	184,592	189,727	-	-	184,592	189,727
Total expenses	<u>15,454,750</u>	<u>10,783,348</u>	<u>7,886,232</u>	<u>7,832,712</u>	<u>23,340,982</u>	<u>18,616,060</u>
Increase (decrease) in net position before transfers:	<u>722,456</u>	<u>3,807,996</u>	<u>3,015,251</u>	<u>(22,087)</u>	<u>3,737,707</u>	<u>3,785,909</u>
Transfers	575,373	242,880	(575,373)	(242,880)	-	-
Increase (decrease) in net position:	<u>1,297,829</u>	<u>4,050,876</u>	<u>2,439,878</u>	<u>(264,967)</u>	<u>3,737,707</u>	<u>3,785,909</u>
Net position: October 1	<u>39,960,343</u>	<u>35,909,467</u>	<u>10,949,865</u>	<u>11,214,832</u>	<u>50,910,208</u>	<u>47,124,299</u>
Net position: September 30	<u>\$ 41,258,172</u>	<u>\$ 39,960,343</u>	<u>\$ 13,389,743</u>	<u>\$ 10,949,865</u>	<u>\$ 54,647,915</u>	<u>\$ 50,910,208</u>

Management’s Discussion and Analysis

September 30, 2023  
(Unaudited)

**Governmental Activities:**

Governmental activities increased the City’s net position by \$1,297,829, due to cost controls, combined with higher than anticipated tax revenues and investment income.

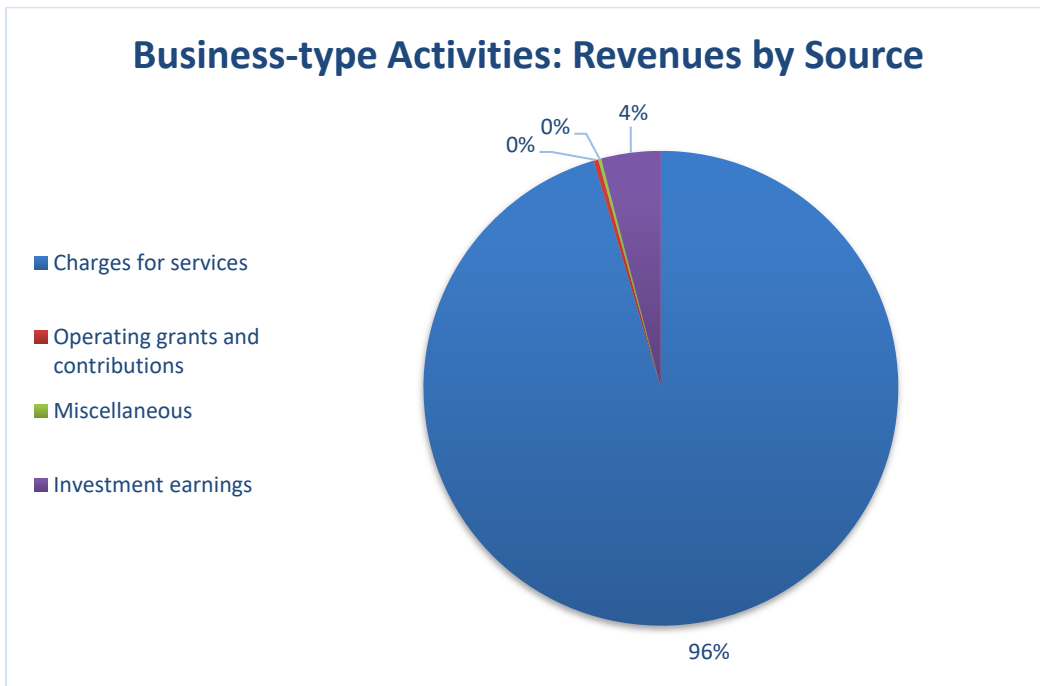
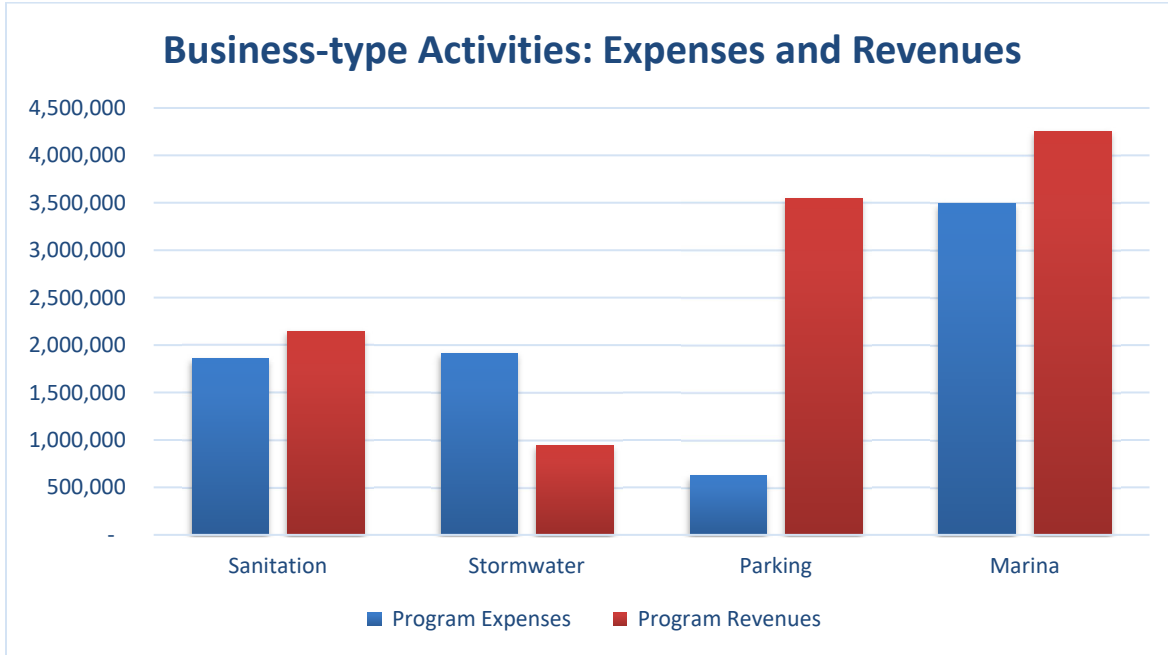


**Business-type Activities:**

Management’s Discussion and Analysis

September 30, 2023  
(Unaudited)

Business-type activities increased the City’s net position by \$2,439,878. This increase was due primarily to high revenues from parking and marina activities relative to the lower cost of those operations. The combined increase in net position of the Marina Fund and Parking Fund was \$1,772,142 for the year ended September 30, 2023.



Management’s Discussion and Analysis

September 30, 2023  
(Unaudited)

**Fund Statement Financial Analysis**

**Governmental Funds:**

The Governmental Accounting Standards Board (GASB) requires certain thresholds to be met that would result in a determination about categorizing a particular fund as being considered “major” vs. “non-major.” The distinction carries additional detailed reporting requirements for those considered major. All funds are included in the annual appropriations process and illustrated for budgeting purposes; however, they are considered “non-major” for the purpose of financial reporting due to their relative lack of size. The table below illustrates the City’s governmental funds and their classification for financial reporting purposes:

<b>FY 2023 Major Funds</b>	<b>FY 2023 Non-Major Funds</b>
General Fund	Archibald Fund
Building Fund	Local Option Sales Tax Fund
	Debt Service Fund
	Gas Tax Fund

Governmental fund revenue increased by 8.83%, primarily due to increases in intergovernmental revenues primarily from Pinellas County, Florida (County), and interest income. Expenditures increased by 29.10% overall, with Physical Environment accounting for the largest portion of the increase, an increase of \$3,491,501 over the prior year. The increase was primarily due to expenses associated with the Gulf Boulevard undergrounding project, for which the City received funding from the County to reimburse the City for costs incurred. For illustrative purposes, below is a summary of year-over-year expenditure trends:

<b>Type of Expenditure</b>	<b>FY 2023</b>	<b>FY 2022</b>	<b>Percent Change</b>
Current (i.e., recurring)	\$13,340,239	\$9,240,401	44.37%
Capital Outlay	\$643,040	\$1,178,927	(45.46%)
Debt Service	\$340,012	\$675,403	(49.66%)

As described previously, the treatment of governmental funds is perhaps the most unique feature of governmental financial reporting. The difference between assets and liabilities in a governmental fund is known as fund balance. Fund balance is a commonly used measure of a government’s available resources and liquidity. Designations are applied to various components of fund balance to describe the extent to which resources may be limited.

Non-spendable fund balance items include inventories, prepaid accounts, and other resources that are inherently not easily convertible into financial resources. The City’s non-spendable fund balance was \$476,335.



Management’s Discussion and Analysis

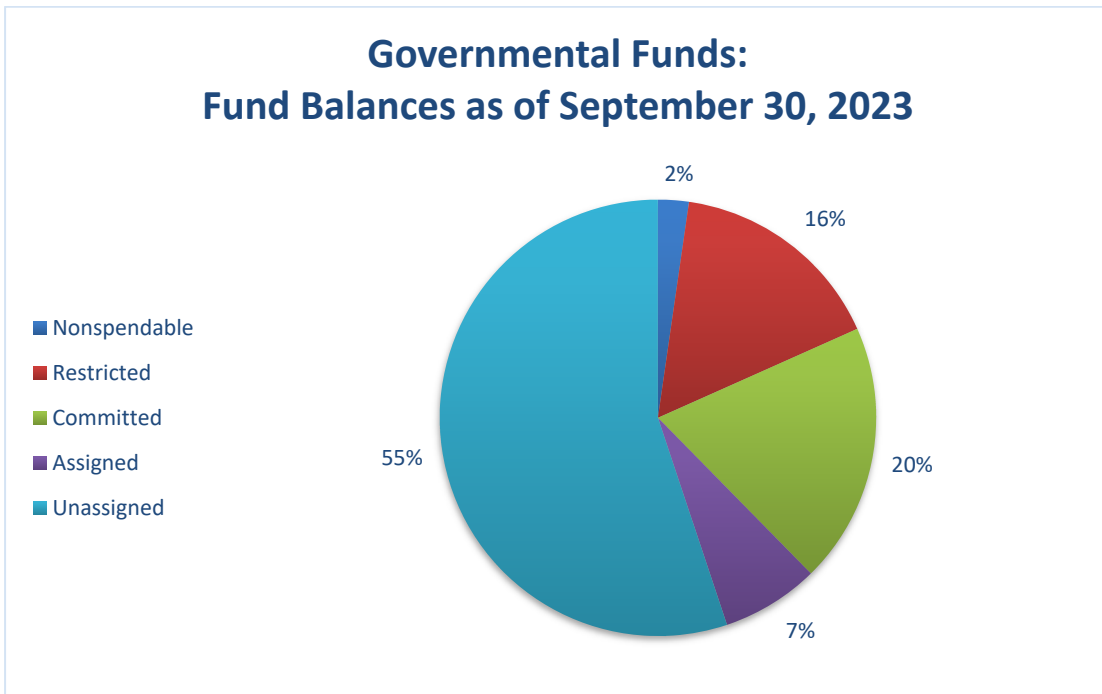
September 30, 2023  
(Unaudited)

Restricted fund balance includes accounts and designations upon which restrictions have been externally imposed by enabling legislation. The restricted balance total of \$5,733,288 is primarily comprised of unspent discretionary surtax revenues restricted for capital infrastructure, totaling \$2,520,659, and the cumulative excess of building permit revenues over related expenditures that is restricted for future use to administer the Florida Building Code, totaling \$1,191,018.

Committed fund balance includes resources set aside by the Board of Commissioners (BOC). These funds may only be spent upon authorization by the BOC and have been reserved to meet the City’s emergency reserve policy; to provide for future debt service payoffs; to fund future appropriations for capital projects, such as the construction of a parking garage; and to account for remaining proceeds from the BP lawsuit settlement. The committed balance, as of fiscal year-end, was \$5,244,859.

Assigned fund balance represents management’s intended use of specific resources. The City’s assigned balance includes reserves for existing purchase obligations and use of existing fund balance to fund next year’s excess of budgeted expenditures and other uses over budgeted revenues and other sources. The City’s assigned balance is \$1,915,223, as of September 30, 2023.

Unassigned fund balance should be considered the City’s most liquid resource available for appropriation. Trends in unassigned balance may reflect policy changes (e.g., intentionally building up or drawing down reserves), or planned and unplanned financial changes (i.e., budgetary imbalances). Unassigned fund balance increased by 15.4% to \$11,624,984. This increase is the result of the excess of revenues over expenditures for the fiscal year ended September 30, 2023, totaling \$1,837,434 and total other financing sources in excess of financing uses totaling \$622,873.



**Management's Discussion and Analysis****September 30, 2023  
(Unaudited)****Proprietary Funds:**

The City's proprietary fund statements provide the same type of information located in the government-wide financial statements, using the same basis of accounting. Based on the extent to which each of the City's three enterprise funds generated operating income, total assets will increase or decrease accordingly. The Parking Fund is a new fund starting in fiscal year 2023. Previously, parking operations were reported in the General Fund. The Parking Fund resulted in a change in net position and ending net position as of September 30, 2023 of \$1,121,979. Both the Sanitation and Marina Funds experienced positive operating margin. The Marina Fund has consistently achieved year over year positive operating income, which bodes well for the financial position of the Enterprise group of funds when combined. The Sanitation Fund experienced positive operating income of \$247,947 and positive change in net position of \$217,204, largely due to a rate increase for residential garbage services that took effect in fiscal year 2022.

Debt proceeds within the Stormwater Fund, received in fiscal year 2019, continue to have an effect on the financial position of the Stormwater fund. Continued principal and interest payments annually in the Stormwater Fund necessitate periodic financial support from the City's General Fund in the form of interfund transfers. The Stormwater Fund received a transfer in from the General Fund in fiscal year 2023 for \$1,490,000, which results in an overall increase in net position of \$450,532.

**General Fund Budgetary Highlights**

Total General Fund actual revenue totaled \$13,606,779, for the fiscal year ended September 30, 2023, which was \$2,125,714 higher than budgeted revenue of \$11,481,065. The fiscal year 2023 adopted budget included a millage rate of 2.75 mills per \$1,000 of assessed property value. Property values increased in all of the barrier island beach communities. The City's investment earnings also were a key contributor to the positive variance between final budget and actual balances, as actual interest income in the General Fund was \$691,271 higher than budgeted due to a higher interest rate environment in fiscal year 2023 compared to fiscal year 2022.

The fund balance in the General Fund increased by \$112,537 as total revenues were sufficient to offset total expenditures and other financing uses. The Stormwater Fund will continue to require assistance from the General Fund in order to support future annual debt service payments ranging from \$1m to \$1.5m annually. A total of \$3,515,000 was budgeted in the General Fund to transfer to other funds. The total of \$3,537,950 was transferred out to Archibald Park, Debt Service and Stormwater Funds. Total capital outlay budgeted in the General Fund for fiscal year 2023 was \$733,848, including \$200,000 for initial acquisition and design, engineering, and construction costs for a public works facility.

## CITY OF MADEIRA BEACH, FLORIDA

## Management's Discussion and Analysis

September 30, 2023  
(Unaudited)

Capital Assets and Debt Administration**Capital Assets:**

The chart below illustrates the impact of the City's capital improvement policy initiatives discussed throughout this report. Net capital assets experienced a year over year decrease because annual depreciation and amortization on capital assets exceeded capital outlay during fiscal year 2023. The City recognized right-to-use assets relating to building and vehicle leases, which are recorded as capital assets upon adoption of Governmental Accounting Standards Board (GASB) Statement No. 87, Leases. Note 6 of the notes to the financial statements includes more information on the City's capital assets and activity for fiscal year 2023.

CAPITAL ASSETS, NET	Governmental activities		Business-type activities		Totals	
	2023	2022	2023	2022	2023	2022
Land	\$ 2,784,675	\$ 2,784,675	\$ 5,000	\$ 5,000	\$ 2,789,675	\$ 2,789,675
Buildings	6,427,769	6,729,194	286,305	303,463	6,714,074	7,032,657
Improvements other than buildings	7,738,134	8,174,502	12,196,026	12,941,468	19,934,160	21,115,970
Infrastructure	3,035,900	3,276,062	4,334,977	4,631,929	7,370,877	7,907,991
Intangibles	20,217	39,946	-	-	20,217	39,946
Right-to-use assets	82,443	109,618	98,832	127,808	181,275	237,426
Vehicles and equipment	2,312,726	1,559,164	1,007,921	1,258,079	3,320,647	2,817,243
Construction in progress	447,958	1,159,157	345,166	190,892	793,124	1,350,049
Total	\$ 22,849,822	\$ 23,832,318	\$ 18,274,227	\$ 19,458,639	\$ 41,124,049	\$ 43,290,957

**Long-term Debt:**

Note 7 of the Notes to Financial Statements includes a detailed listing of long-term liabilities. Below is a summary of the City's outstanding debt as of September 30, 2023, compared to the prior year. The City did not issue new debt for fiscal year 2023 or 2022. Also, there were no new leases recognized in fiscal year 2023. It is still important to monitor long-term liabilities, especially those in the enterprise funds.

**City of Madeira Beach's Outstanding Debt**

	Governmental activities		Business-type activities		Totals	
	2023	2022	2023	2022	2023	2022
Revenue Bonds - Publicly Issued	\$ 3,740,000	\$ 3,855,000	\$ -	\$ -	\$ 3,740,000	\$ 3,855,000
Revenue Bonds - Direct Placements	-	-	16,537,000	17,551,000	16,537,000	17,551,000
Leases Payable	73,770	114,189	97,910	130,610	171,680	244,799
Total	\$ 3,813,770	\$ 3,969,189	\$ 16,634,910	\$ 17,681,610	\$ 20,448,680	\$ 21,650,799

## Management's Discussion and Analysis

September 30, 2023  
(Unaudited)

**Economic Factors and Next Year's Budget and Rates**

Madeira Beach taxable property values are estimated to increase from the fiscal year 2023 tax levy to the fiscal year 2024 tax levy by approximately \$13 billion, or 11.77%. The fiscal year 2024 budget remained at a millage rate of 2.7500, which thanks to continued property value increases, is anticipated to generate about \$5.3 million in ad valorem revenue in fiscal year 2024. The surge in demand for Florida single family housing has continued, and the proximity to the local beaches and attractions along Gulf Boulevard make Madeira Beach a highly coveted destination. The increased property values provide needed funding for all City needs.

In developing the 2024 budget, the focus was placed on capital project spending totaling \$21,262,500, and the majority of planned expenditures were in the City's Stormwater Fund, budgeted at \$8,395,000. The largest capital projects for next year's budget include stormwater drainage and roadway improvements, design, engineering, and construction of a new parking garage, and acquisition and renovation of a public works and building services facility.

In connection with the budget adoption process, the Board of Commissioners implemented two policies designed to help guide financial decision making:

Tax rates, fees, and charges policy: This policy is intended to ensure the City prudently designs and manages its tax rates, fees, and charges in order to achieve each of the following:

- Revenue diversification, so that ongoing operations are less reliant upon variable revenue streams
- Revenues that exceed normal growth rates are used either for one-time expenditures or to increase reserves
- Revenue forecasts are adequate to provide for the variety and level of services expected by vested stakeholders
- Alignment of revenue with growth-related endeavors (e.g., economic development activities)

Debt management policy: This policy recognizes the long-term implications of debt issuance and provides guidelines to consider the following:

- Equity, such that those who pay for debt are those who benefit from the assets provided
- Essentiality, in that the financed asset is considered essential to the City's core operation
- Efficiency, with respect to the identified revenue source's sufficiency to meet debt service obligations and the total cost of financing being less than other alternatives

**CITY OF MADEIRA BEACH, FLORIDA**

**Management's Discussion and Analysis**

**September 30, 2023  
(Unaudited)**

**Requests for Information**

This financial report is designed to provide a general overview of the City of Madeira Beach's financial position for all those interested in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Andrew Laflin, Director of Finance, at 300 Municipal Drive, Madeira Beach, Florida 33708.

**CITY OF MADEIRA BEACH, FLORIDA**  
**STATEMENT OF NET POSITION**  
**SEPTEMBER 30, 2023**

	<b>Governmental Activities</b>	<b>Business-type Activities</b>	<b>Total</b>
<b>ASSETS</b>			
Equity in pooled cash and cash equivalents	\$ 17,624,156	\$ 4,618,264	\$ 22,242,420
Investments	7,593,893	2,874,366	10,468,259
Receivables, net	281,570	68,204	349,774
Internal balances	400,531	(400,531)	-
Due from other governments, net	1,675,891	421,105	2,096,996
Leases receivable	1,821,979	-	1,821,979
Inventories	16,486	110,350	126,836
Prepays	59,318	22,787	82,105
Restricted assets:			
Equity in pooled cash	-	4,969,753	4,969,753
Capital assets:			
Capital assets, not being depreciated	3,232,633	350,166	3,582,799
Other capital assets, net of depreciation	19,617,189	17,924,061	37,541,250
Total assets	<u>\$ 52,323,646</u>	<u>\$ 30,958,525</u>	<u>\$ 83,282,171</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred loss on bond refunding	\$ 12,956	\$ -	\$ 12,956
Deferred outflows related to pensions	674,971	13,790	688,761
Total deferred outflows	<u>\$ 687,927</u>	<u>\$ 13,790</u>	<u>\$ 701,717</u>
<b>LIABILITIES</b>			
Accounts payable and accrued liabilities	\$ 503,235	\$ 537,547	\$ 1,040,782
Customer deposits	15,450	30,274	45,724
Unearned revenue	2,216,301	6,886	2,223,187
Accrued interest payable	-	170,385	170,385
Noncurrent liabilities:			
Due within one year:			
Bonds and notes payable	-	607,000	607,000
Leases payable	27,511	28,521	56,032
Compensated absences	38,349	12,365	50,714
Due in more than one year:			
Bonds and notes payable	3,740,000	15,930,000	19,670,000
Leases payable	46,259	69,389	115,648
Compensated absences	345,140	111,293	456,433
Total OPEB liability	63,763	17,350	81,113
Net pension liability	2,907,866	59,409	2,967,275
Total liabilities	<u>\$ 9,903,874</u>	<u>\$ 17,580,419</u>	<u>\$ 27,484,293</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred inflows related to pensions	\$ 105,378	\$ 2,153	\$ 107,531
Deferred inflows related to leases	1,744,149	-	1,744,149
Total deferred inflows of resources	<u>\$ 1,849,527</u>	<u>\$ 2,153</u>	<u>\$ 1,851,680</u>
<b>NET POSITION</b>			
Net investment in capital assets	\$ 18,968,572	\$ 7,134,291	\$ 26,102,863
Restricted for:			
Capital projects	2,520,659	-	2,520,659
Debt service	-	555,446	555,446
Renewal and replacement	-	82,727	82,727
Public safety	6,115	-	6,115
Parks and recreation	1,916,511	-	1,916,511
Florida Building Code administration	1,191,018	-	1,191,018
Transportation	98,985	-	98,985
Unrestricted	16,556,312	5,617,279	22,173,591
Total net position	<u>\$ 41,258,172</u>	<u>\$ 13,389,743</u>	<u>\$ 54,647,915</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF MADEIRA BEACH, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental activities:							
General government	\$ 4,735,227	\$ 1,101,397	\$ 3,384,327	\$ -	\$ (249,503)	\$ -	\$ (249,503)
Public safety	3,744,742	300,222	572,834	4,736	(2,866,950)	-	(2,866,950)
Physical environment	4,184,881	-	73,818	-	(4,111,063)	-	(4,111,063)
Transportation	123,192	-	100,728	14,323	(8,141)	-	(8,141)
Culture and recreation	2,473,170	629,689	-	93,944	(1,749,537)	-	(1,749,537)
Parking enforcement	8,946	685,528	-	-	676,582	-	676,582
Interest on long-term debt	184,592	-	-	-	(184,592)	-	(184,592)
Total governmental activities	<u>15,454,750</u>	<u>2,716,836</u>	<u>4,131,707</u>	<u>113,003</u>	<u>(8,493,204)</u>	<u>-</u>	<u>(8,493,204)</u>
Business-type activities:							
Sanitation	1,857,869	2,093,709	2,829	-	-	238,669	238,669
Stormwater	1,914,720	678,215	32,202	-	-	(1,204,303)	(1,204,303)
Marina	3,489,965	4,127,532	-	-	-	637,567	637,567
Parking	623,678	3,503,006	-	-	-	2,879,328	2,879,328
Total business-type activities	<u>7,886,232</u>	<u>10,402,462</u>	<u>35,031</u>	<u>-</u>	<u>-</u>	<u>2,551,261</u>	<u>2,551,261</u>
Total primary government	<u>\$ 23,340,982</u>	<u>\$ 13,119,298</u>	<u>\$ 4,166,738</u>	<u>\$ 113,003</u>	<u>(8,493,204)</u>	<u>2,551,261</u>	<u>(5,941,943)</u>
General revenues:							
Property taxes					4,744,071	-	4,744,071
Sales taxes					998,860	-	998,860
Communications service tax					259,224	-	259,224
Public service taxes					1,026,165	-	1,026,165
Other taxes					34,278	-	34,278
Franchise fees					667,968	-	667,968
State revenue sharing					176,981	-	176,981
Investment earnings					1,197,710	442,406	1,640,116
Gain (loss) on disposition of capital assets					46,500	8,100	54,600
Miscellaneous revenues					63,903	13,484	77,387
Transfers					575,373	(575,373)	-
Total general revenues and transfers					<u>9,791,033</u>	<u>(111,383)</u>	<u>9,679,650</u>
Change in net position					1,297,829	2,439,878	3,737,707
Net position, beginning of year					39,960,343	10,949,865	50,910,208
Net position, ending of year					<u>\$ 41,258,172</u>	<u>\$ 13,389,743</u>	<u>\$ 54,647,915</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF MADEIRA BEACH, FLORIDA**  
**BALANCE SHEET**  
**GOVERNMENTAL FUNDS**  
**SEPTEMBER 30, 2023**

	<u>General</u>	<u>Building Department</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
<b>ASSETS</b>				
Equity in pooled cash and cash equivalents	\$ 12,614,340	\$ 859,089	\$ 4,150,727	\$ 17,624,156
Investments	5,967,968	369,738	1,256,187	7,593,893
Receivables, net	274,865	1,860	4,845	281,570
Due from other governments, net	1,490,367	-	185,524	1,675,891
Leases receivable	1,745,053	-	76,926	1,821,979
Advances to other funds	400,531	-	-	400,531
Inventories	16,486	-	-	16,486
Prepaid items	59,318	-	-	59,318
Total assets	<u>\$ 22,568,928</u>	<u>\$ 1,230,687</u>	<u>\$ 5,674,209</u>	<u>\$ 29,473,824</u>
<b>LIABILITIES</b>				
Accounts payable and accrued liabilities	\$ 390,359	\$ 39,669	\$ 70,974	\$ 501,002
Customer deposits	15,450	-	-	15,450
Due to other governments	2,233	-	-	2,233
Unearned revenue	2,216,301	-	-	2,216,301
Total liabilities	<u>2,624,343</u>	<u>39,669</u>	<u>70,974</u>	<u>2,734,986</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred inflows related to leases	1,668,495	-	75,654	1,744,149
Total deferred inflows of resources	<u>1,668,495</u>	<u>-</u>	<u>75,654</u>	<u>1,744,149</u>
<b>FUND BALANCES</b>				
Nonspendable:				
Inventories	16,486	-	-	16,486
Prepaid items	59,318	-	-	59,318
Advances to other funds	400,531	-	-	400,531
Restricted for:				
Capital Projects	-	-	2,520,659	2,520,659
Public Safety	6,115	-	-	6,115
Parks and recreation	121,287	-	1,795,224	1,916,511
Florida Building Code administration	-	1,191,018	-	1,191,018
Transportation	17,770	-	81,215	98,985
Committed to:				
BP Settlement	383,544	-	-	383,544
Capital Projects	55,941	-	-	55,941
Debt service	387,374	-	453,216	840,590
Parks and recreation	878,154	-	677,267	1,555,421
Emergency reserve	2,409,363	-	-	2,409,363
Assigned to:				
Subsequent year's budget	1,915,223	-	-	1,915,223
Unassigned	11,624,984	-	-	11,624,984
Total fund balances	<u>18,276,090</u>	<u>1,191,018</u>	<u>5,527,581</u>	<u>24,994,689</u>
Total liabilities, deferred inflows, and fund balances	<u>\$ 22,568,928</u>	<u>\$ 1,230,687</u>	<u>\$ 5,674,209</u>	<u>\$ 29,473,824</u>

The accompanying notes to financial statements are an integral part of this statement.



**CITY OF MADEIRA BEACH, FLORIDA**  
**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS**  
**TO THE STATEMENT OF NET POSITION**  
**SEPTEMBER 30, 2023**

<b>Fund balances - total governmental funds</b>		\$ 24,994,689
<p>Amounts reported for governmental activities in the statement of activities are different because:</p>		
<p>Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds</p>		
Total governmental capital assets	41,086,122	
Less: accumulated depreciation	<u>(18,236,300)</u>	22,849,822
<p>On the governmental fund statements, a net pension liability is not recorded until an amount is due and payable and the pension plan's fiduciary net position is not sufficient for payment of those benefits (no such liability exists at the end of the current fiscal year). On the statement of net position, the City's net pension liability of the defined benefit pension plans is reported as a noncurrent liability. Additionally, deferred outflows and deferred inflows related to pensions are also reported.</p>		
Net pension liability	(2,907,866)	
Deferred outflows related to pensions	674,971	
Deferred inflows related to pensions	<u>(105,378)</u>	(2,338,273)
<p>On the governmental fund statements, a total OPEB liability is not recorded unless an amount is due and payable (no such liability exists at the end of the current fiscal year). On the Statement of Net Position, the City's total OPEB liability is reported as a noncurrent liability.</p>		
Total OPEB liability		(63,763)
<p>Long-term liabilities, including bonds payable and notes payable, are not due and payable in the current period and, therefore, are not reported in the funds. These liabilities, deferred outflows, and other debt-related deferred charges consist of the following:</p>		
Bonds and notes payable	(3,740,000)	
Lease obligations	(73,770)	
Unamortized deferred loss on bond refunding	12,956	
Compensated absences	<u>(383,489)</u>	(4,184,303)
<b>Net position of governmental activities</b>		<u><u>\$ 41,258,172</u></u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF MADEIRA BEACH, FLORIDA**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**GOVERNMENTAL FUNDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	<u>General</u>	<u>Building Department</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
<b>Revenues</b>				
Taxes	\$ 6,063,738	\$ -	\$ 721,480	\$ 6,785,218
Permits and fees	841,060	788,298	-	1,629,358
Intergovernmental	4,868,334	-	80,117	4,948,451
Charges for services	536,661	-	751,076	1,287,737
Fines and forfeitures	28,567	-	-	28,567
Investment income	986,521	56,531	154,658	1,197,710
Miscellaneous	281,898	1,786	-	283,684
Total revenues	<u>13,606,779</u>	<u>846,615</u>	<u>1,707,331</u>	<u>16,160,725</u>
<b>Expenditures</b>				
Current:				
General government	3,195,405	582,334	-	3,777,739
Public safety	3,498,456	-	-	3,498,456
Physical environment	4,077,923	-	-	4,077,923
Transportation	-	-	123,192	123,192
Culture and recreation	1,222,671	-	640,258	1,862,929
Capital outlay	259,954	53,775	329,311	643,040
Debt service:				
Principal retirement	35,025	-	120,395	155,420
Interest and fiscal charges	1,520	-	183,072	184,592
Total expenditures	<u>12,290,954</u>	<u>636,109</u>	<u>1,396,228</u>	<u>14,323,291</u>
<b>Excess (deficiency) of revenues over expenditures</b>	<u>1,315,825</u>	<u>210,506</u>	<u>311,103</u>	<u>1,837,434</u>
<b>Other financing sources (uses)</b>				
Transfers in	2,287,162	-	2,047,950	4,335,112
Transfers out	(3,537,950)	(169,172)	(52,617)	(3,759,739)
Proceeds from sale of capital assets	46,500	-	-	46,500
Proceeds from insurance recoveries	1,000	-	-	1,000
Total other financing sources (uses)	<u>(1,203,288)</u>	<u>(169,172)</u>	<u>1,995,333</u>	<u>622,873</u>
<b>Net change in fund balances</b>	<u>112,537</u>	<u>41,334</u>	<u>2,306,436</u>	<u>2,460,307</u>
<b>Fund balances, beginning of year</b>	18,163,553	1,149,684	3,221,145	22,534,382
<b>Fund balances, end of year</b>	<u>\$ 18,276,090</u>	<u>\$ 1,191,018</u>	<u>\$ 5,527,581</u>	<u>\$ 24,994,689</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF MADEIRA BEACH, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS  
TO THE STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

<b>Net change in fund balances - total governmental funds</b>	<b>\$ 2,460,307</b>
Differences in amounts reported for governmental activities in the statement of activities are:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives:	
Capital outlay expenditures	643,040
Depreciation expense	(1,625,536)
Bond, loan, and leases proceeds are reported as financing sources in the governmental funds. However, the issuance of debt is reported as long-term debt payable in the statement of net position. Repayment of bond, note and leases principal is an expenditure in the governmental funds, but the repayment of debt principal reduces long-term liabilities in the statement of net position. These amounts are as follows:	
Principal repayment of general long-term debt and lease principal	155,420
Governmental funds report contributions to defined benefit pension plans as expenditures. However, in the statement of activities, the amount contributed to defined benefit pension plan reduces future net pension liability. Also included in pension expense in the statement of activities are amounts required to be amortized:	
Change in net pension liability and deferred inflows/outflows related to pension:	(360,212)
Under the modified accrual basis of accounting used in the governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues. These adjustments are as follows:	
Amortization of bond discounts, premiums, and loss on refunding	(648)
Change in compensated absences liability	23,813
Change in total OPEB liability	1,645
<b>Change in net position of governmental activities</b>	<b>\$ 1,297,829</b>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF MADEIRA BEACH, FLORIDA**  
**STATEMENT OF NET POSITION**  
**PROPRIETARY FUNDS**  
**SEPTEMBER 30, 2023**

	<b>Business-type Activities</b>				
	<b>Sanitation</b>	<b>Stormwater</b>	<b>Marina</b>	<b>Parking</b>	<b>Total</b>
<b>ASSETS</b>					
Equity in pooled cash and cash equivalents	\$ 929,357	\$ -	\$ 2,539,238	\$ 1,149,669	\$ 4,618,264
Investments	397,112	1,760,337	716,917	-	2,874,366
Accounts receivable, net	4,283	40,945	2,595	20,381	68,204
Due from other governments, net	316,010	105,095	-	-	421,105
Inventories	-	-	110,350	-	110,350
Prepaid items	2,235	14,314	6,238	-	22,787
Restricted current assets:					
Equity in pooled cash	-	777,385	30,274	-	807,659
Total current assets	<u>1,648,997</u>	<u>2,698,076</u>	<u>3,405,612</u>	<u>1,170,050</u>	<u>8,922,735</u>
Noncurrent assets:					
Restricted cash	-	4,162,094	-	-	4,162,094
Capital assets:					
Land	-	5,000	-	-	5,000
Construction in progress	7,250	337,916	-	-	345,166
Buildings	-	-	494,724	-	494,724
Improvements	107,442	13,952,950	1,901,057	-	15,961,449
Equipment	1,776,750	501,931	173,343	10,264	2,462,288
Right to use assets	116,138	45,981	-	-	162,119
Infrastructure	-	5,939,049	-	-	5,939,049
Accumulated depreciation	(1,143,760)	(4,458,658)	(1,492,417)	(733)	(7,095,568)
Total capital assets, net	<u>863,820</u>	<u>16,324,169</u>	<u>1,076,707</u>	<u>9,531</u>	<u>18,274,227</u>
Total noncurrent assets	<u>863,820</u>	<u>20,486,263</u>	<u>1,076,707</u>	<u>9,531</u>	<u>22,436,321</u>
Total assets	<u>\$ 2,512,817</u>	<u>\$ 23,184,339</u>	<u>\$ 4,482,319</u>	<u>\$ 1,179,581</u>	<u>\$ 31,359,056</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>					
Deferred outflows related to pensions	\$ 13,790	\$ -	\$ -	\$ -	\$ 13,790
Total deferred outflows of resources	<u>\$ 13,790</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,790</u>
<b>LIABILITIES</b>					
<b>Current liabilities:</b>					
Accounts payable and accrued liabilities	\$ 82,807	\$ 44,773	\$ 360,750	\$ 49,217	\$ 537,547
Deposits	-	-	30,274	-	30,274
Unearned revenue	209	-	5,957	720	6,886
Compensated absences	6,114	2,222	3,521	508	12,365
Current portion of lease obligations	21,547	6,974	-	-	28,521
Payable from restricted assets:					
Current maturities on long-term debt	-	607,000	-	-	607,000
Accrued interest payable	-	170,385	-	-	170,385
Total current liabilities	<u>110,677</u>	<u>831,354</u>	<u>400,502</u>	<u>50,445</u>	<u>1,392,978</u>
<b>Noncurrent liabilities:</b>					
Bonds and notes payable, net	-	15,930,000	-	-	15,930,000
Leases payable	46,259	23,130	-	-	69,389
Advances to other funds	-	-	400,531	-	400,531
Compensated absences	55,023	20,002	31,692	4,576	111,293
Total OPEB liability	7,210	3,177	4,382	2,581	17,350
Net pension liability	59,409	-	-	-	59,409
Total noncurrent liabilities	<u>167,901</u>	<u>15,976,309</u>	<u>436,605</u>	<u>7,157</u>	<u>16,587,972</u>
Total liabilities	<u>\$ 278,578</u>	<u>\$ 16,807,663</u>	<u>\$ 837,107</u>	<u>\$ 57,602</u>	<u>\$ 17,980,950</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>					
Deferred inflows related to pensions	\$ 2,153	\$ -	\$ -	\$ -	\$ 2,153
Total deferred inflows of resources	<u>\$ 2,153</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,153</u>
<b>NET POSITION</b>					
Net investment in capital assets	\$ 796,014	\$ 5,252,039	\$ 1,076,707	\$ 9,531	\$ 7,134,291
Restricted for debt service	-	555,446	-	-	555,446
Restricted for renewal and replacement	-	82,727	-	-	82,727
Unrestricted	1,449,862	486,464	2,568,505	1,112,448	5,617,279
Total net position	<u>\$ 2,245,876</u>	<u>\$ 6,376,676</u>	<u>\$ 3,645,212</u>	<u>\$ 1,121,979</u>	<u>\$ 13,389,743</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF MADEIRA BEACH, FLORIDA**  
**STATEMENT OF REVENUE, EXPENSES AND CHANGES IN NET POSITION**  
**PROPRIETARY FUNDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	<b>Business-type Activities</b>				
	<b>Sanitation</b>	<b>Stormwater</b>	<b>Marina</b>	<b>Parking</b>	<b>Total</b>
<b>Operating revenues</b>					
Charges for services	\$ 2,093,709	\$ 678,215	\$ 4,127,532	\$ 2,877,801	\$ 9,777,257
Fines and forfeitures	-	-	-	625,205	625,205
Other revenues	10,689	687	1,329	330	13,035
Total operating revenues	<u>2,104,398</u>	<u>678,902</u>	<u>4,128,861</u>	<u>3,503,336</u>	<u>10,415,497</u>
<b>Operating expenses</b>					
Personal services	588,501	254,087	336,522	231,964	1,411,074
Operating expenses	1,016,966	164,986	250,918	390,981	1,823,851
Cost of sales	-	-	2,736,269	-	2,736,269
Depreciation	250,984	1,021,222	159,518	733	1,432,457
Total operating expenses	<u>1,856,451</u>	<u>1,440,295</u>	<u>3,483,227</u>	<u>623,678</u>	<u>7,403,651</u>
<b>Operating income (loss)</b>	<u>247,947</u>	<u>(761,393)</u>	<u>645,634</u>	<u>2,879,658</u>	<u>3,011,846</u>
<b>Nonoperating revenues (expenses)</b>					
Interest earnings	49,171	225,834	125,080	42,321	442,406
Intergovernmental grants	2,829	32,202	-	-	35,031
Gain (loss) on disposition of capital assets	-	8,100	-	-	8,100
Proceeds from insurance recoveries	449	-	-	-	449
Interest expense	(1,418)	(474,425)	(6,738)	-	(482,581)
Total nonoperating revenues (expenses)	<u>51,031</u>	<u>(208,289)</u>	<u>118,342</u>	<u>42,321</u>	<u>3,405</u>
<b>Income (loss) before contributions and transfers</b>	<u>298,978</u>	<u>(969,682)</u>	<u>763,976</u>	<u>2,921,979</u>	<u>3,015,251</u>
Transfers in	-	1,490,000	-	-	1,490,000
Transfers out	(81,774)	(69,786)	(113,813)	(1,800,000)	(2,065,373)
<b>Change in net position</b>	<u>217,204</u>	<u>450,532</u>	<u>650,163</u>	<u>1,121,979</u>	<u>2,439,878</u>
<b>Net position, beginning of year</b>	2,028,672	5,926,144	2,995,049	-	10,949,865
<b>Net position, end of year</b>	<u>\$ 2,245,876</u>	<u>\$ 6,376,676</u>	<u>\$ 3,645,212</u>	<u>\$ 1,121,979</u>	<u>\$ 13,389,743</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF MADEIRA BEACH, FLORIDA**  
**STATEMENT OF CASH FLOWS**  
**PROPRIETARY FUNDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	Business-type Activities				Total
	Sanitation	Stormwater	Marina	Parking	
<b>Cash flows from operating activities</b>					
Cash received from customers	\$ 2,040,842	\$ 1,459,231	\$ 4,130,160	\$ 3,483,675	\$ 11,113,908
Cash paid to employees	(579,805)	(256,761)	(334,497)	(224,299)	(1,395,362)
Cash paid to suppliers	(1,313,315)	(131,564)	(2,699,177)	(341,764)	(4,485,820)
Other receipts	449	-	-	-	449
Net cash provided by (used in) operating activities	<u>148,171</u>	<u>1,070,906</u>	<u>1,096,486</u>	<u>2,917,612</u>	<u>5,233,175</u>
<b>Cash flows from noncapital financing activities</b>					
Transfers from other funds	-	1,490,000	-	-	1,490,000
Transfers to other funds	(81,774)	(69,786)	(113,813)	(1,800,000)	(2,065,373)
Intergovernmental grant proceeds	2,829	32,202	-	-	35,031
Principal payments of interfund loans	-	-	(89,558)	-	(89,558)
Net cash provided by (used in) noncapital financing activities	<u>(78,945)</u>	<u>1,452,416</u>	<u>(203,371)</u>	<u>(1,800,000)</u>	<u>(629,900)</u>
<b>Cash flows from capital and related financing activities</b>					
Acquisition and construction of capital assets	(35,330)	(175,486)	(18,865)	(10,264)	(239,945)
Principal payments of long-term debt	(26,083)	(1,020,617)	-	-	(1,046,700)
Interest paid	(1,418)	(481,943)	(6,738)	-	(490,099)
Net cash provided by (used in) capital and related financing activities	<u>(62,831)</u>	<u>(1,678,046)</u>	<u>(25,603)</u>	<u>(10,264)</u>	<u>(1,776,744)</u>
<b>Cash flows from investing activities</b>					
Interest received	49,171	225,834	125,080	42,321	442,406
Purchases of investments	(397,112)	(1,760,337)	(716,917)	-	(2,874,366)
Net cash provided by (used in) investing activities	<u>(347,941)</u>	<u>(1,534,503)</u>	<u>(591,837)</u>	<u>42,321</u>	<u>(2,431,960)</u>
<b>Net change in cash and cash equivalents</b>	<u>(341,546)</u>	<u>(689,227)</u>	<u>275,675</u>	<u>1,149,669</u>	<u>394,571</u>
<b>Cash and cash equivalents, beginning of year</b>	1,270,903	5,628,706	2,293,837	-	9,193,446
<b>Cash and cash equivalents, end of year</b>	<u>\$ 929,357</u>	<u>\$ 4,939,479</u>	<u>\$ 2,569,512</u>	<u>\$ 1,149,669</u>	<u>\$ 9,588,017</u>
<b>Cash and cash equivalents classified as:</b>					
Unrestricted	\$ 929,357	\$ -	\$ 2,539,238	\$ 1,149,669	\$ 4,618,264
Restricted	-	4,939,479	30,274	-	\$ 4,969,753
Total cash and cash equivalents	<u>\$ 929,357</u>	<u>\$ 4,939,479</u>	<u>\$ 2,569,512</u>	<u>\$ 1,149,669</u>	<u>\$ 9,588,017</u>
<b>Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:</b>					
Operating income (loss)	\$ 247,947	\$ (761,393)	\$ 645,634	\$ 2,879,658	\$ 3,011,846
Adjustments to reconcile net operating income (loss) to net cash provided by (used in) operating activities:					
Depreciation	250,984	1,021,222	159,518	733	1,432,457
Nonoperating revenues (expenses)	449	-	-	-	449
Changes in assets and liabilities:					
Accounts receivable	(1,564)	786,941	(745)	(20,381)	764,251
Due from other governments	(62,152)	(6,612)	-	-	(68,764)
Inventories	-	-	(8,883)	-	(8,883)
Prepaid items	(2,235)	3,730	1,199	-	2,694
Accounts payable and accrued liabilities	(294,114)	29,692	295,694	49,217	80,489
Deposits	160	-	(1,158)	-	(998)
Unearned revenue	-	-	3,202	720	3,922
Compensated absences	2,258	(2,173)	1,948	5,084	7,117
Net pension liability	5,932	-	-	-	5,932
Total OPEB liability	506	(501)	77	2,581	2,663
Net cash provided by (used in) operating activities	<u>\$ 148,171</u>	<u>\$ 1,070,906</u>	<u>\$ 1,096,486</u>	<u>\$ 2,917,612</u>	<u>\$ 5,233,175</u>
<b>Non-cash investing, capital, and financing activities:</b>					
Purchases of capital assets included in accounts payable	\$ -	\$ (15,200)	\$ -	\$ -	\$ -

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF MADEIRA BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

**(1) Summary of Significant Accounting Policies:**

The financial statements of the City of Madeira Beach, Florida (the City), have been prepared in conformance with accounting principles generally accepted in the United States of America as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted body for promulgating governmental accounting and financial reporting principles and the City has adopted the GASB Codification. The following is a summary of the City's significant accounting policies:

(a) **Reporting entity**—The City of Madeira Beach was incorporated in 1951 as a political subdivision of the State of Florida under a Council-Manager form of Government. The City is a municipal corporation with a five (5) member elected Board of Commissioners. The Board of Commissioners is governed by the City Charter and by state and local laws and regulations. The Board of Commissioners is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the City Manager.

In evaluating how to define the government, for financial reporting purposes, the City has considered all potential component units. The definition of the reporting entity is based primarily on the notion of financial accountability. A primary government is financially accountable for the organizations that make up its legal entity. It is also financially accountable for legally separate organizations if its officials appoint a voting majority of an organization's governing body, and either it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the primary government. A primary government may also be financially accountable for governmental organizations that are fiscally dependent on it.

A primary government has the ability to impose its will on an organization if it can significantly influence the programs, projects or activities of, or the level of services performed or provided by, the organization. A financial benefit or burden relationship exists if the primary government: (a) is entitled to the organization's resources; (b) is legally obligated or has otherwise assumed the obligation to finance the deficits of, or provide financial support to, the organization; or (c) is obligated in some manner for the debt of the organization. Management has determined that there are no component units to be included within the reporting entity.

(b) **Government-wide and fund financial statements**—The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report aggregated information for the overall government for all of the activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other nonexchange revenues, are reported separately from business-type activities, which are financed wholly or partially by fees charged to external parties for goods or services and are reported in enterprise funds.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Indirect costs are included in the program expense reported for individual functions and activities. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

**CITY OF MADEIRA BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(1) **Summary of Significant Accounting Policies:** (Continued)

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

(c) **Measurement focus, basis of accounting, and financial statement presentation**—The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Government resources are allocated to, and accounted for in, individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The accounting and financial reporting treatment is determined by the applicable measurement focus and the basis of accounting. The basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. The basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. Measurement focus indicates the type of resources being measured such as current financial resources (current assets less current liabilities) or economic resources (all assets and liabilities).

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary funds financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers property tax revenues to be available if they are collected within 60 days of the end of the current fiscal period. Grants, other intergovernmental revenues, charges for services, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, certain expenditures relating to future periods, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

The City reports the following major governmental funds:

**General Fund**—The General Fund is the principal fund of the City which accounts for all financial transactions not accounted for in other funds. The majority of current operating expenditures of the City other than proprietary fund activities are financed through revenues received by the General Fund.

**Building Fund**—This fund is used to account for building permits and inspections.



**CITY OF MADEIRA BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(1) **Summary of Significant Accounting Policies:** (Continued)

The City reports the following major proprietary funds:

**Sanitation Fund**—The Sanitation Fund provides the community with solid waste collection and disposal services. Collection and disposal of recyclable items is performed by a vendor under contract.

**Stormwater Fund**—The Stormwater Fund accounts for stormwater utility fee revenues, and expenses for drainage and stormwater related projects, including National Pollutant Discharge Elimination System (NPDES) reporting and compliance.

**Marina Fund**—The Marina Fund accounts for the operations of the Madeira Beach Municipal Marina.

**Parking Fund**—The Parking Fund accounts for the activities within the city-owned parking lots.

Additionally, the City reports the following governmental funds:

**Local Option Sales Tax Fund**—This fund accounts for the discretionary infrastructure surtax, or Penny for Pinellas revenue. Proceeds from this tax is used for long-term capital infrastructure projects in the local community.

**Archibald Park Fund**—This fund is used to account for the activity at the Archibald Memorial Beach park. The fund is used for the maintenance for every park in the City along with the maintenance of the beach.

**Gas Tax Fund**—This fund is used to account for the local option gas tax and the motor fuel portion of State Revenue Sharing.

**Debt Service Fund**—This fund is used to account for the accumulation of resources for, and payment of, general long-term debt principal, interest, and related costs. This fund type is used to provide for the debt service requirements of the City's governmental long-term debt.

As a general rule, the effect of the City's interfund activity has been eliminated from the government-wide financial statements, though interfund services provided and used are not eliminated in the process of consolidation.

Amounts reported as program revenues include 1) charges to customers for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments (when applicable). Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes, interest revenue, and other miscellaneous revenues.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

**CITY OF MADEIRA BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(1) **Summary of Significant Accounting Policies:** (Continued)

(d) **Budgets and budgetary accounting**— Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all funds. All annual appropriations lapse at fiscal year-end. The appropriated budget is adopted by fund and department. The legal level of budgetary control is at the fund level with exception of the General Fund at the department level, since the City Manager may transfer funds between line items within a department. The City cannot legally exceed the budget; however, at any time during the year, the Board of Commissioners may, by Resolution, transfer part or all of any unencumbered appropriation balance between departments or funds. The Board of Commissioners may also amend the adopted budget to provide supplemental appropriations or to revise budgeted estimates.

(e) **Deposits and investments**—The City’s cash and cash equivalents include cash on hand, demand deposits and short-term investments that are readily convertible to known amounts of cash. Investments with original maturities of three months or less are considered to be cash equivalents and are reported at fair value.

(f) **Receivables and payables**—Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as “due to/from other funds.” Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

All trade and property tax receivables are reported net of an allowance for uncollectible accounts, which is based upon management's analysis of historical trends. Utility operating sales are generally recognized on the basis of cycle billings rendered monthly. Unbilled accounts receivable are accrued by the City at September 30th, to recognize the sales revenues earned between the last meter reading and bill dates in mid-September through the end of the fiscal year.

(g) **Leases**—The City is a lessee for noncancellable leases of vehicles and buildings. The City recognizes a lease liability and an intangible right-to-use asset (lease asset) in the financial statements. The City recognizes lease liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over the term of the lease.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are comprised of fixed payments and any purchase option price that the City is reasonably certain to exercise. In determining the lease term, management considers all facts and circumstances that create an economic incentive to exercise an extension option, or not exercise a termination option. Extension options are only included in the lease term if the lease is reasonably certain to be extended.

**CITY OF MADEIRA BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**(1) Summary of Significant Accounting Policies: (Continued)**

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability. Leased assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

The City also serves as the lessor in certain agreements whereby similar methodologies are followed to calculate the lease receivable. See Note (4) for further discussion of the City’s lease activity as lessor.

**(h) Inventories and prepaid items**—The cost of inventory is accounted for on the consumption basis wherein inventories are charged as expenditures when used, rather than when purchased. All inventories are valued at cost using first-in/first-out (FIFO).

Certain payments to vendors reflect costs applicable to future accounting periods and are recognized on the consumption method and recorded as prepaid items in both government-wide and fund financial statements.

**(i) Capital assets**—Capital assets, which include property, plant, equipment, right-to-use assets and infrastructure assets (e.g., roads, drainage improvements, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 with an initial life of two or more years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized, but charged to operating expense as incurred. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings	10 – 50 years
Improvements	3 – 50 years
Infrastructure	2 – 50 years
Intangible	2 – 10 years
Vehicle and equipment	2 – 20 years
Right-to-use assets	2 – 20 years

**(j) Compensated absences**—It is the City’s policy to permit employees to accumulate earned but unused vacation and sick pay benefits. Vested or accumulated vacation leave is recorded as an expense and liability of the appropriate fund as the benefits accrue to employees. No liability is recorded for the non-vesting accumulating right to receive sick pay benefits; however, a liability is recognized for that portion estimated to be paid at separation.

The enterprise funds report 100% of compensated absence liability in both the government-wide and the proprietary fund statements, because it is accrued when incurred. The General Fund reports 100% of the amount due in the government-wide statements because it is accrued when incurred, but only the amount the City estimates to be due and payable as of the balance sheet date is recorded as a liability in the governmental fund statements. The remaining amount is presented as assigned fund balance. The City estimates 10% of compensated absences will become due and payable within one year.

**CITY OF MADEIRA BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(1) **Summary of Significant Accounting Policies:** (Continued)

(k) **Long-term obligations**—In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

(l) **Deferred outflows/inflows of resources**—In addition to assets, the statement of financial position will, if required, report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. Currently, the only items in this category consisted of deferred amounts related to pensions, as discussed further in Note 0; and deferred loss on bond refunding amortized over the shorter of the term of the original bond or refunding bond.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. Currently, the items in this category are deferred inflows relates to leases, as discussed further in Note (4), and deferred inflows of resources related to pensions, as discussed further in Note 0.

(m) **Fund equity**—In the fund financial statements, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Those classifications are as follows:

*Nonspendable* – amounts not available to be spent or not in spendable form, such as inventory and prepaid items.

*Restricted* – amounts constrained to specific purposes by their providers (such as grantors and higher levels of government), through constitutional provisions or by enabling legislation.

*Committed* – amounts constrained to specific purposes based on actions taken by the Board of Commissioners through ordinance.

*Assigned* – amounts the City intends to use for a specific purpose. Intent can be expressed by Board of Commissioners or by an official or body which the Board of Commissioners delegates authority.

*Unassigned* – amounts that are available for any purpose. Positive amounts are reported only in the General Fund.

Disbursements of fund balances will first be made from restricted amounts when both restricted and unrestricted fund balance is available. Additionally, the City will first use committed fund balance, following by assigned fund balance, and then unassigned fund balance when expenditures are incurred for purposes which amounts in any of the unrestricted fund balance classifications could be used.

**CITY OF MADEIRA BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**(1) Summary of Significant Accounting Policies:** (Continued)

The fund balance policy adopted by the Board of Commissioners in September 2015 establishes expectations with respect to several aspects of managing and utilizing fund balances:

1. The City shall maintain a committed fund balance for the purpose of emergency storm response (e.g., flood or hurricane) equivalent to at least 33% of General Fund operating expenditures. In the event such fund balance is drawn upon, the City shall seek to restore the committed balance as soon as is practicable and in no event later than five years subsequent to the initial emergency response. Resolution 2019-09 adopted June 11, 2019, halted the annual funding and froze the Emergency Storm Response reserve at the amount of \$2,409,363.
2. In addition to the committed fund balance reserve, minimum unassigned fund balance shall be 16.67% (i.e., two months) of annual General Fund operating expenditures.
3. The City shall utilize funds in the following spending order: restricted; committed; assigned; unassigned.
4. In the case of an anticipated budget shortfall, the City may choose to balance its annual budget by assigning a portion of existing unassigned balance, or by reassigning funds in an amount no greater than the projected deficit.

(n) **Net position**—The government-wide and business-type fund financial statements utilize a net position presentation. Net position is presented in three components – net investment in capital assets, restricted, and unrestricted.

*Net Investment in Capital Assets* consists of capital assets including leased assets, net of accumulated depreciation and amortization and reduced by the outstanding balances of any external bonds, notes or other borrowings attributable to the acquisition, construction or improvement of those assets. This component does not include the portion of debt attributable to the unspent proceeds.

*Restricted* consists of amounts that have constraints placed on them either externally by third parties (e.g., creditors, grantors, and contributors) or by law through constitutional provisions or enabling legislation.

*Unrestricted* consists of net position that does not meet the definition of “net investment in capital assets” or “restricted.”

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to determine amounts reported as restricted and unrestricted net position, it is the City’s policy to consider restricted net position to have been used before unrestricted net position is applied.

(o) **Net position flow assumption**—In order to determine amounts reported as restricted and unrestricted net position, it is the City’s policy to consider restricted net position to have been used before unrestricted net position is applied.

(p) **Property taxes**—Property tax revenues are recognized when levied, to the extent that they result in current receivables. Details of the property tax calendar are presented below:

Lien date	January 1
Levy date	October 1
Discount periods	November – February
No discount period	March
Delinquent date	April 1

**CITY OF MADEIRA BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(1) **Summary of Significant Accounting Policies:** (Continued)

(q) **Use of estimates**—Management uses estimates and assumptions in preparing financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates assumed in preparing the financial statements.

(2) **Reconciliation of Government-Wide and Fund Financial Statements:**

(a) **Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position**—Following the governmental fund balance sheet is a reconciliation between fund balance – total governmental funds and net position – governmental activities as reported in the government-wide statement of net position. A detailed explanation of these differences is provided in this reconciliation.

(b) **Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities**—Following the governmental fund statement of revenues, expenditures, and changes in fund balances, there is a reconciliation between net changes in fund balances - total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities. A detailed explanation of these differences is provided in this reconciliation.

(3) **Deposits and Investments:**

At September 30, 2023, the City had a bank balance of 27,307,171 at two bank accounts insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The amounts in excess of FDIC coverage are fully collateralized in accordance with the Qualified Public Depository (QPD) program. According to Chapter 280, Florida Statutes, the City's deposits must be with financial institutions designated as qualified public depositories by the Chief Financial Officer of the State of Florida. In accordance with this statute, QPDs are required to pledge eligible collateral in varying percentages. Any losses to public depositories are covered by applicable deposit insurance, by the sale of pledged securities, and, if necessary, by assessments against other QPDs.

- The City is governed by its investment policy adopted by Resolution 2015-34 on September 8, 2015, which authorizes investments in the following securities:
- U.S. Treasury obligations, and obligations the principal and interest of which are backed by the full faith and credit of the U.S. Government.
- Non-negotiable interest-bearing time certificates of deposit, or savings accounts in banks organized under state law or in national banks organized under the laws of the United States and doing business.
- Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7.
- State, local government, or privately-sponsored investment pools that are authorized pursuant to state law.

The investment policy is designed to address the following risk factors:

*Interest Rate Risk:* Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of investments. Generally, the longer the time to maturity, the greater the exposure to interest rate risk. The City's investment policy provides for this risk by requiring a maximum maturity of two years with respect to certificates of deposit and 5.5 years for U.S. Treasuries.

**CITY OF MADEIRA BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

**(3) Deposits and Investments:** (Continued)

*Credit Risk:* Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to fulfill its obligations. The City's portfolio is held entirely with public depositories.

The City invests only in certificate of deposits and local government investment pools with the highest credit quality ratings.

*Concentration of Credit Risk:* Concentration risk refers to the risk of loss resulting from over-exposure to a specific security or asset class. The City's investment policy addresses concentration risk by requiring maximum allocations to specific investment sectors and issuers.

*Custodial Credit Risk:* Custodial credit risk is the risk that the City may not recover cash and investments held by another party in the event of financial failure. Custodial credit risk is limited since investments are held in independent custodial safekeeping accounts.

The Florida Cooperative Liquid Assets Security System (Florida CLASS) is an external investment pool that meets all of the necessary criteria to elect to measure all of the investments in Florida CLASS at amortized cost. Therefore, the City's investment in Florida CLASS is reported at amortized cost. The fair value of the position in the pool is equal to the value of the pool shares. As of September 30, 2023, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100% of their account value. The weighted average maturity of the fund was 47 days and the rating by S&P Global Ratings was AAAM. At September 30, 2023, the City had \$10,468,259 invested with Florida CLASS.

**(4) Receivables:**

***Accounts Receivable***

The City's accounts receivable consisted of the following at September 30, 2023:

	<b>Gross and Net Receivable</b>
Governmental Activities:	
General Fund	\$ 274,865
Archibald Fund	4,845
Building Fund	1,860
Totals – Governmental Activities	281,570
Business-Type Activities:	
Sanitation Fund	4,283
Stormwater Fund	40,945
Marina Fund	2,595
Parking Fund	20,381
Totals – Business-Type Activities	68,204
Totals	\$ 349,774

***Due from Other Governments***

In addition to accounts receivable, the City also recorded \$2,096,996 in due from other governments at September 30, 2023, of which \$22,236 was allowed for.

**CITY OF MADEIRA BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(4) **Receivables:** (Continued)

**Leases Receivable**

The City has ongoing lease agreements with third parties related to rentals of building space and land owned by the City. The City has four active leases as of September 30, 2023, most of which were entered into with 5-year terms that include additional renewal terms of up to 25 or more years. The interest rate applied to these leases was 1.73%. Inflows of \$276,330 were recognized during the fiscal year ended September 30, 2023, relating to these leases.

A summary of the City's activity surrounding leases receivable as of and for the year ending September 30, 2023, is as follows:

	<u>General Fund</u>	<u>Archibald Fund</u>	<u>Governmental Activities</u>
Leases Receivable	\$ 1,745,053	\$ 76,926	\$ 1,821,979
Deferred Inflows Related to Leases	1,668,495	75,654	1,744,149

(5) **Interfund Loans and Transfers:**

The General Fund loaned \$500,000 and \$625,000 to the Marina Fund in fiscal year 2011 and 2017, respectively, for construction of a recreational and commercial fishing retail center known as the Ship Store and for Marina Dock Improvements. The loans are scheduled to be repaid over 20 years at an interest rate of 1.5%. The balance as of September 30, 2023, was \$400,531 and is reflected as an internal balance on the statement of net position and as an advance to/from other funds in the fund financial statements.

Transfers are used to (1) move revenues from the fund with collection authorization to the debt service fund as debt service principal and interest payments become due, (2) move restricted amounts from borrowings to the debt service funds to establish and maintain mandatory reserve and sinking fund accounts, (3) move revenues from special revenue and proprietary fund operations to the general fund for each fund's allocable share of City-wide administrative overhead charges borne by the general fund, and (4) move unrestricted revenues to finance various programs that the City must account for in other funds in accordance with budgetary authorizations, including amounts provided as matching funds for various grant programs. For the year ended September 30, 2023, individual fund transfers to and from other funds for the primary government were comprised of the following:

	<u>Transfers In</u>	<u>Transfers Out</u>
Governmental Activities:		
General Fund	\$ 2,287,162	\$ 3,537,950
Archibald Fund	1,750,000	52,617
Building Fund	-	169,172
Debt Service Fund	297,950	-
Total Governmental Activities	<u>4,335,112</u>	<u>3,759,739</u>
Business-type Activities:		
Sanitation Fund	-	81,774
Stormwater Fund	1,490,000	69,786
Marina Fund	-	113,813
Paarking Fund	-	1,800,000
Total Business-type Activities	<u>1,490,000</u>	<u>2,065,373</u>
Totals - All Funds	<u>\$ 5,825,112</u>	<u>\$ 5,825,112</u>



**CITY OF MADEIRA BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

**(6) Capital Assets:**

Capital asset activity for the fiscal year ended September 30, 2023, is as follows:

<b>Governmental activities:</b>	<b>Balance 09/30/22</b>	<b>Increases</b>	<b>Decreases</b>	<b>Balance 09/30/23</b>
Capital assets not being depreciated:				
Land	\$ 2,784,675	\$ -	\$ -	\$ 2,784,675
Construction in progress	1,159,157	213,286	(924,485)	447,958
Total assets not being depreciated	<u>3,943,832</u>	<u>213,286</u>	<u>(924,485)</u>	<u>3,232,633</u>
Capital assets being depreciated and amortized:				
Buildings	9,108,893	-	-	9,108,893
Infrastructure	5,150,645	24,646	-	5,175,291
Improvements	18,663,897	224,433	-	18,888,330
Right to use assets - Building	83,062	-	-	83,062
Right to use assets - Equipment	64,321	-	-	64,321
Intangibles	262,087	-	-	262,087
Equipment	3,715,377	1,105,160	(549,032)	4,271,505
Total assets being depreciated and amortized	<u>37,048,282</u>	<u>1,354,239</u>	<u>(549,032)</u>	<u>37,853,489</u>
Less accumulated depreciation and amortization for:				
Buildings	(2,379,699)	(301,425)	-	(2,681,124)
Infrastructure	(1,874,583)	(264,808)	-	(2,139,391)
Improvements	(10,489,395)	(660,801)	-	(11,150,196)
Right to use assets - Building	(13,844)	(13,844)	-	(27,688)
Right to use assets - Equipment	(23,921)	(13,331)	-	(37,252)
Intangibles	(222,141)	(19,729)	-	(241,870)
Equipment	(2,156,213)	(351,598)	549,032	(1,958,779)
Less: accumulated depreciation and amortization	<u>(17,159,796)</u>	<u>(1,625,536)</u>	<u>549,032</u>	<u>(18,236,300)</u>
Total capital assets being depreciated and amortized, net	19,888,486	(271,297)	-	19,617,189
Governmental activities capital assets, net	<u>\$ 23,832,318</u>	<u>\$ (58,011)</u>	<u>\$ (924,485)</u>	<u>\$ 22,849,822</u>
<b>Business-type activities:</b>	<b>Balance 09/30/22</b>	<b>Increases</b>	<b>Decreases</b>	<b>Balance 09/30/23</b>
Capital assets not being depreciated:				
Land	\$ 5,000	\$ -	\$ -	\$ 5,000
Construction in progress	190,892	202,451	(48,177)	345,166
Total assets not being depreciated	<u>195,892</u>	<u>202,451</u>	<u>(48,177)</u>	<u>350,166</u>
Capital assets being depreciated and amortized:				
Buildings	494,724	-	-	494,724
Infrastructure	5,939,049	-	-	5,939,049
Improvements	15,913,272	48,177	-	15,961,449
Right to use assets - Building	129,043	-	-	129,043
Right to use assets - Equipment	33,076	-	-	33,076
Equipment	2,461,849	45,594	(45,155)	2,462,288
Total assets being depreciated and amortized	<u>24,971,013</u>	<u>93,771</u>	<u>(45,155)</u>	<u>25,019,629</u>
Less accumulated depreciation and amortization for:				
Buildings	(191,261)	(17,158)	-	(208,419)
Infrastructure	(1,307,120)	(296,952)	-	(1,604,072)
Improvements	(2,971,804)	(793,619)	-	(3,765,423)
Right to use assets - Building	(21,508)	(21,507)	-	(43,015)
Right to use assets - Equipment	(12,803)	(7,469)	-	(20,272)
Equipment	(1,203,770)	(295,752)	45,155	(1,454,367)
Less: accumulated depreciation and amortization	<u>(5,708,266)</u>	<u>(1,432,457)</u>	<u>45,155</u>	<u>(7,095,568)</u>
Total capital assets being depreciated and amortized, net	19,262,747	(1,338,686)	-	17,924,061
Business-type activities capital assets, net	<u>\$ 19,458,639</u>	<u>\$ (1,136,235)</u>	<u>\$ (48,177)</u>	<u>\$ 18,274,227</u>

**CITY OF MADEIRA BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

(6) **Capital Assets:** (Continued)

Depreciation and amortization expense were charged to functions/programs as follows:

Governmental activities:	
General government	\$ 637,280
Physical environment	113,258
Public safety	246,286
Culture and recreation	610,401
Parking enforcement	18,311
Total depreciation and amortization expense - governmental activities	\$ 1,625,536
Business-type activities:	
Sanitation	\$ 250,984
Stormwater	1,021,222
Marina	159,518
Parking	733
Total depreciation and amortization expense - business-type activities	\$ 1,432,457

Included in depreciation and amortization expense is amortization on property under lease for governmental and business-type activities as follows:

	<b>Original Cost</b>	<b>Accumulated Amortization</b>
Governmental Activities:		
Buildings	\$ 83,062	\$ 27,688
Equipment	64,321	37,252
Total Governmental Activities	147,383	64,940
Sanitation Fund:		
Buildings	83,062	27,688
Equipment	33,076	20,272
Stormwater Fund:		
Buildings	45,981	15,327
Total Business-type Activities	\$ 162,119	\$ 63,287

Amortization expense for governmental activities are included in the general government function.

**CITY OF MADEIRA BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(7) **Long-Term Liabilities:**

Long-term liability activity for the year ended September 30, 2023, was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
<b>Governmental activities:</b>					
Publicly Issued:					
Revenue Bonds, Series 2013	\$ 3,855,000	\$ -	\$ (115,000)	\$ 3,740,000	\$ -
Lease payable	114,190	-	(40,420)	73,770	27,511
Compensated absences	407,302	244,522	(268,335)	383,489	38,349
Total long-term liabilities	<u>\$ 4,376,492</u>	<u>\$ 244,522</u>	<u>\$ (423,775)</u>	<u>\$ 4,197,259</u>	<u>\$ 65,860</u>
	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
<b>Business-type activities:</b>					
Direct Placements					
Revenue Bond, 2019	\$13,938,000	\$ -	\$ (589,000)	\$13,349,000	\$ 607,000
Refunding Revenue Bond, 2020	3,613,000	-	(425,000)	3,188,000	-
Lease payable	130,610	-	(32,700)	97,910	28,521
Compensated absences	116,541	65,697	(58,580)	123,658	12,365
Total long-term liabilities	<u>\$17,798,151</u>	<u>\$ 65,697</u>	<u>\$(1,105,280)</u>	<u>\$16,758,568</u>	<u>\$ 647,886</u>

For governmental activities, compensated absences, net pension liabilities, and OPEB liabilities are generally liquidated by the General Fund.

Bonds and notes payable in the City's governmental activities at September 30, 2023, were comprised of the following obligations:

**Capital Improvement Revenue Bonds, Series 2013:** Issued in October 2013 in the amount of \$4,760,000 to finance the construction of the City Centre project, including reconstruction of the City Hall, Recreation Center, Fire Station, and park amenities located at or near 300 Municipal Drive. Serial bonds in the amount of \$1,020,000 with interest rates from 3.00% to 3.50% payable semiannually October 1 and April 1, due in annual principal installments from \$90,000 to \$115,000 from October 1, 2014 to October 1, 2023. Term bonds in the amount of \$3,740,000 with interest rates from 4.00% to 5.00% payable semiannually on October 1 and April 1, due in annual principal installments from \$120,000 to \$285,000 from October 1, 2024 to October 1, 2043. Pledged revenue: public services tax, half-cent sales tax, franchise fees, and state revenue sharing.

**CITY OF MADEIRA BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(7) **Long-Term Liabilities:** (Continued)

Annual debt service requirements to maturity for the City's governmental activities bonds and notes payable are as follows:

Year Ending September 30,	Governmental Activities		Total
	Publicly Issued		
	Principal	Interest	
2024	\$ -	\$ -	\$ -
2025	120,000	178,925	298,925
2026	125,000	174,125	299,125
2027	130,000	169,125	299,125
2028	135,000	163,925	298,925
2029-2033	760,000	727,150	1,487,150
2034-2038	960,000	525,750	1,485,750
2039-2043	1,225,000	261,000	1,486,000
2044	285,000	14,250	299,250
	<u>\$ 3,740,000</u>	<u>\$ 2,214,250</u>	<u>\$ 5,954,250</u>

There is no current portion payable in the above schedule as maturities due October 1, 2023, were paid in fiscal year 2023 prior to the due date.

Bonds payable in the City's business-type activities at September 30, 2023, were comprised of the following obligations:

**Capital Improvement Revenue Bond, Series 2019:** Issued in July 2019 in the amount of \$15,063,000 to finance roadway and stormwater improvements and pay the associated cost of issuance. Serial bond with interest rate of 3.07% payable semiannually May 1 and November 1, due in annual principal installments from \$554,000 to \$993,000 from November 1, 2019 to November 1, 2039. Pledged revenue: covenant to budget and appropriate annual debt service from non-ad valorem revenues.

**Stormwater System Refunding Bond, Series 2020:** Issued in October 2020 in the amount of \$4,442,000 to finance improvements to the stormwater system. Serial bond with interest rate of 1.73% payable annually October 1, due in annual principal installments from \$411,000 to \$479,000 from October 1, 2021 to October 1, 2030. Pledged revenue: drainage fee gross revenues, with a backup covenant to budget and appropriate non-ad valorem revenues.

**CITY OF MADEIRA BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(7) **Long-Term Liabilities:** (Continued)

Annual debt service requirements to maturity for the City's business-type activities bonds, and notes payable, are as follows:

<b>Year Ending September 30,</b>	<b>Business-type Activities</b>		<b>Total</b>
	<b>Direct Placements</b>		
	<b>Principal</b>	<b>Interest</b>	
2024	\$ 607,000	\$ 400,497	\$ 1,007,497
2025	1,058,000	436,722	1,494,722
2026	1,086,000	409,724	1,495,724
2027	1,114,000	381,973	1,495,973
2028	1,142,000	353,453	1,495,453
2029-2033	5,181,000	1,320,056	6,501,056
2034-2038	4,393,000	645,636	5,038,636
2039-2040	1,956,000	60,510	2,016,510
	<u>\$ 16,537,000</u>	<u>\$ 4,008,571</u>	<u>\$ 20,545,571</u>

(8) **Leases:**

The City has entered into various leases for vehicles as indicated in Note (7). Imputed interest rates on the leases range from 1.775% to 2.701%.

Future minimum lease payments for the City's governmental activities leases are as follows:

<b>Year Ending September 30,</b>	<b>Governmental Activities</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2024	\$ 27,511	\$ 1,045	28,556
2025	14,676	684	15,360
2026	15,415	425	15,840
2027	16,168	152	16,320
	<u>\$ 73,770</u>	<u>\$ 2,306</u>	<u>\$ 76,076</u>

Future minimum lease payments for the City's business-type activities leases are as follows:

<b>Year Ending September 30,</b>	<b>Business-type Activities</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2024	\$ 28,521	\$ 1,441	\$ 29,962
2025	22,014	1,026	23,040
2026	23,123	637	23,760
2027	24,252	228	24,480
	<u>\$ 97,910</u>	<u>\$ 3,332</u>	<u>\$ 101,242</u>

**CITY OF MADEIRA BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**(9) Commitments and Contingencies:**

The City participates in several programs that are fully or partially funded by grants received from state, county or federal governmental agency sources. Expenditures financed by grants are subject to audit by the appropriate grantor government or agency. If expenditures are disallowed due to non-compliance with grant program regulations, the City may be required to reimburse the grantor. As of September 30, 2023, the City believes that disallowed expenditures discovered in subsequent audits, if any, will not have a material effect on any of the individual funds or the overall financial position of the City.

**(10) Risk Management:**

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters, all of which is satisfactorily insured by limited risk, high deductible commercial general liability insurance. Commercial insurance policies are also obtained for other risks of loss, including employee health and accident insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three years.

**(11) Other Postemployment Benefits (OPEB):**

The City does not provide any postretirement health care or life insurance benefits for employees. As mandated by Chapter 112.0801, *Florida Statutes*, retirees and their eligible dependents are offered the same health and hospitalization insurance coverage as is offered to active employees at a premium cost that is no more than the premium cost applicable to active employees. The entire premium cost is paid by the retirees.

Even though the City does not provide any postretirement health care or life insurance benefits for employees, there is an implicit rate subsidy because retirees are able to purchase insurance coverage at the same premium cost applicable to active employees. This practice creates a Total OPEB liability based on the theory that retirees have higher utilization of health care benefits than active employees, and the retirees are therefore subsidized by the active employees. This liability must be actuarially determined and recognized in the financial statements. The latest actuarial report used by the City was the September 30, 2023, actuarial date.

**Plan Description**—The City administers a single-employer defined benefit healthcare plan that provides medical and dental coverage to retirees as well as their eligible spouses. Benefits are provided through the City’s group health insurance plan, which covers both active and retired members.

**Funding Policy**—For all retired employees, the employee contributes 100% of the active premium rate and may also purchase spouse coverage at the active premium rate. The City does not contribute any amount. Plan provisions and contribution requirements are established and may be amended by the City Manager. The postretirement medical and dental benefits are funded on a pay-as-you go basis (i.e., as benefits are paid). No assets have been segregated and restricted to fund postretirement benefits. No trust or agency fund has been established for the plan.

**Plan Membership**—At September 30, 2023, plan participation consisted of the following:

Active Employees	64
Retired Employees	3
Eligible Employees	0
Spouses	11
	78
	78

**CITY OF MADEIRA BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(11) **Other Postemployment Benefits (OPEB):** (Continued)

**Total OPEB Liability**—The City’s total OPEB liability of \$81,113 was measured as of September 30, 2023, and was determined by an actuarial valuation as of September 30, 2023, utilizing the alternative measurement method.

**Actuarial Assumptions and Other Inputs**—The total OPEB liability in the September 30, 2023, actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods in the measurement, unless otherwise specified:

Salary increases	5%
Employer investment return	0%
Post-retirement benefit increases	0%
Discount rate	4.15%
Healthcare cost trend rate	Varies by year

Mortality rates were based on the Pub-2000 Public Retirement Plans Mortality Tables. Amortization method/period is the level percentage of payroll over 20 years. The City's Total OPEB liability is calculated using the alternative measurement method permitted for employers with fewer than one hundred total plan members. As a result of using the alternative measurement method and the same measurement date as the financial statement date, there are no deferred outflows or inflows of resources related to OPEB.

For the fiscal year ended September 30, 2023, changes in the total OPEB liability were as follows:

Balance at September 30, 2022	\$ 80,095
Changes for a year:	
Service cost	7,003
Interest	3,249
Effect of economic/demographic gains (losses)	(5,918)
Changes of assumptions	(3,316)
Net changes	1,018
Balance at September 30, 2023	\$ 81,113

*Sensitivity of the total OPEB liability to changes in the discount rate:*

The following presents the total OPEB liability of the City calculated using the discount rate of 4.15%, as well as what the City’s total OPEB liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

	<u>1% Decrease</u>	<u>Current Discount Rate</u>	<u>1% Increase</u>
Total OPEB Liability	\$ 89,421	\$ 81,113	\$ 73,869

**CITY OF MADEIRA BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**(11) Other Postemployment Benefits (OPEB):** (Continued)

*Sensitivity of the total OPEB liability to changes in the healthcare cost trend rate:*

The following presents the total OPEB liability of the City as well as what the City’s total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower (2.00%-4.20%) or 1% higher (4.00%-6.20%) than the current healthcare cost trend rates (3.00%-5.20%):

	<u>1% Decrease</u>	<u>Current Trend Rates</u>	<u>1% Increase</u>
Total OPEB Liability	\$ 75,927	\$ 81,113	\$ 86,889

**OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources**

For the year ended September 30, 2023, the City recognized OPEB expense of \$1,018. At September 30, 2023, the City reported no deferred outflows of resources or deferred inflows of resources related to OPEB.

**(12) Employees’ Retirement Plans:**

**A. Florida Retirement System and Health Insurance Subsidy**

**Plan Description and Administration**

The entity participates in the Florida Retirement System (FRS), a multiple-employer, cost-sharing defined public employee retirement system which covers all general employees hired before January 1, 1996, and all firefighters, regardless of date of hire. The System is administered by the State of Florida, Department of Administration, Division of Retirement to provide retirement and survivor benefits to participating public employees. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. The FRS is a single retirement system administered by the Department of Management Services, Division of Retirement, and consists of two cost-sharing, multiple-employer retirement plans and other nonintegrated programs. These include a defined-benefit pension plan (Plan), with a Deferred Retirement Option Program (DROP), and a defined-contribution plan, referred to as the FRS Investment Plan (Investment Plan).

In addition, all regular employees of the entity are eligible to enroll as members of the Retiree Health Insurance Subsidy (HIS) Program. The HIS is a cost-sharing, multiple-employer defined benefit pension plan established and administered in accordance with section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. Eligible retirees and beneficiaries receive a monthly HIS payment equal to the number of years of service credited at retirement multiplied by \$7.50. The minimum payment is \$45 and the maximum payment is \$225 per month, pursuant to section 112.363, Florida Statutes. To be eligible to receive a HIS benefit, a retiree under one of the state-administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.



**CITY OF MADEIRA BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(12) **Employees' Retirement Plans:** (Continued)

**Benefits Provided and Employees Covered**

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service. Members of both Plans may include up to four years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments. Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement plan and/or class to which the member belonged when the service credit was earned.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 96 months after electing to participate, except that certain instructional personnel may participate for up to 120 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest.

Employees may elect to participate in the Investment Plan in lieu of the FRS defined-benefit plan. Employer and employee contributions are defined by law, but the ultimate benefit depends in part on the performance of investment funds. The Investment Plan is funded by employer and employee contributions that are based on salary and membership class (Regular, DROP, etc.). Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Employees in the Investment Plan vest at one year of service.

**Financial Statements**

Financial statements and other supplementary information of the FRS are included in the State's Annual Comprehensive Financial Report, which is available from the Florida Department of Financial Services, Bureau of Financial Reporting Statewide Financial Reporting Section by mail at 200 E. Gaines Street, Tallahassee, Florida 32399-0364; by telephone at (850) 413-5511; or at the Department's Web site ([www.myfloridacfo.com](http://www.myfloridacfo.com)). An annual report on the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from:

Florida Department of Management Services  
 Division of Retirement  
 P.O. Box 9000  
 Tallahassee, FL 32315-9000  
 850-488-5706 or toll free at 877-377-1737

**CITY OF MADEIRA BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(12) **Employees' Retirement Plans:** (Continued)

**Contributions**

The entity participates in certain classes of FRS membership. Each class had descriptions and contribution rates in effect during the year ended September 30, 2023, as follows (contribution rates are in agreement with the actuarially determined rates):

<u>FRS Membership Plan &amp; Class</u>	<u>Through June 30, 2023</u>	<u>After June 30, 2023</u>
Regular Class	11.91%	13.57%
Senior Management	31.57%	34.52%
Special Risk	27.83%	32.67%

Current-year employer HIS contributions were made at a rate of 1.66% of covered payroll through June 30, 2023, and 2.00% thereafter, which are included in the above rates.

For the plan year ended June 30, 2023, actual contributions made for employees participating in FRS and HIS were as follows:

City Contributions – FRS	\$ 296,912
City Contributions – HIS	21,039
Employee Contributions – FRS	38,022

**Net Pension Liability, Pension Expense, and Deferred Outflows and Inflows of Resources Related to Pensions**

At September 30, 2023, the City reported a liability related to FRS and HIS as follows:

<u>Plan</u>	<u>Net Pension Liability</u>
FRS	\$ 2,459,342
HIS	507,933
Total	<u>\$ 2,967,275</u>

The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The entity's proportion of the net pension liability was based on a projection of the long-term share of contributions to the pension plan relative to the projected contributions of all participating governmental entities, as actuarially determined. At June 30, 2023 and June 30, 2022, the City's proportionate share of the FRS and HIS net pension liabilities were as follows:

<u>Plan</u>	<u>2023</u>	<u>2022</u>
FRS	0.006171989%	0.005903722%
HIS	0.003198303%	0.003175099%

**CITY OF MADEIRA BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(12) **Employees' Retirement Plans:** (Continued)

For the year ended June 30, 2023, pension expense was recognized related to the FRS and HIS plans as follows:

Plan	Pension Expense
FRS	\$ 504,068
HIS	189,829
Total	\$ 693,897

*Deferred outflows/inflows related to pensions:*

At September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	FRS		HIS	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 230,911	\$ -	\$ 7,436	\$ (1,192)
Changes of assumptions	160,320	-	13,353	(44,014)
Net difference between projected and actual investment earn	102,709	-	262	-
Change in proportionate share	82,339	(51,879)	5,569	(10,446)
Contributions subsequent to measurement date	80,091	-	5,771	-
Total	\$ 656,370	\$ (51,879)	\$ 32,391	\$ (55,652)

The above amounts for deferred outflows of resources for contributions related to pensions resulting from City contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the year ended September 30, 2024. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions being amortized for a period of greater than one year will be recognized in pension expense in succeeding years as follows:

	FRS	HIS	Total
2024	\$ 67,507	\$ (5,728)	\$ 61,779
2025	(24,395)	(3,755)	(28,150)
2026	410,703	(6,499)	404,204
2027	55,286	(8,848)	46,438
2028	15,299	(3,984)	11,315
Thereafter	-	(218)	(218)
	\$ 524,400	\$ (29,032)	\$ 495,368

**CITY OF MADEIRA BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(12) **Employees' Retirement Plans:** (Continued)

*Actuarial assumptions:*

The actuarial assumptions for both defined benefit plans are reviewed annually by the Florida Retirement System Actuarial Assumptions Conference. The FRS has a valuation performed annually. The HIS Program has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the FRS was completed in 2019 for the period July 1, 2013, through June 30, 2018. Because HIS is funded on a pay-as-you-go basis, no experience study has been completed.

The total pension liability for each of the defined benefit plans was determined by an actuarial valuation, using the entry age normal actuarial cost method. Inflation increases for both plans is assumed at 2.40%. Payroll growth, including inflation, for both plans is assumed at 3.25%. Both the discount rate and the long-term expected rate of return used for FRS investments is 6.70%. This rate is consistent with the prior year rate of 6.70%. The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. Because HIS Program uses a pay-as-you-go funding structure, a municipal bond rate of 3.65% was used to determine the total pension for the program. This rate increased from the prior year rate, which was 3.54%. Mortality assumptions for both plans were based on the PUB-2010 base table varies by member category and sex, projected generationally with Scale MP-2018.

*Long-term expected rate of return:*

To develop an analytical basis for the selection of the long-term expected rate of return assumption, in October 2023, the FRS Actuarial Assumptions Conference reviewed long-term assumptions developed by both Milliman's capital market assumptions team and by a capital market assumptions team from Aon Hewitt Investment Consulting, which consults to the Florida State Board of Administration. The table below shows Milliman's assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Annual Arithmetic Expected Rate of Return</u>
Cash	1.0%	2.9%
Fixed income	19.8%	4.5%
Global equities	54.0%	8.7%
Real estate	10.3%	7.6%
Private equity	11.1%	11.9%
Strategic investments	3.8%	6.3%
Total	<u>100.0%</u>	

**CITY OF MADEIRA BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

(12) **Employees' Retirement Plans:** (Continued)

*Sensitivity of the net pension liability to changes in the discount rate:*

The following presents the proportionate shares of the FRS and HIS net pension liability of the City calculated using the current discount rates, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

<u>Plan</u>	<u>Current Discount Rate</u>	<u>NPL with 1% Decrease</u>	<u>NPL at Current Discount Rate</u>	<u>NPL with 1% Increase</u>
FRS	6.70%	\$ 4,201,058	\$ 2,459,342	\$ 1,002,189
HIS	3.65%	579,472	507,933	448,632

**B. General Employee 401(a) Plan**

The City maintains a single-employer defined contribution plan for all general employees and elected officials hired after January 1, 1996. This is a tax-qualified plan pursuant to section 401(a) of the Internal Revenue Code. This plan was established by Resolution 98.20. Amendments to the plan provisions or contribution requirements may be made by resolution.

The plan, administered by the ICMA Retirement Corporation, provides for the employer to contribute 9% of earnings. Employees are not required to contribute to this plan; however, each employee directs the investment of his or her account. Employees are eligible to participate immediately upon hire, and the vesting schedule provides for employees to be fully vested after five years of service, or upon reaching the plan retirement age of 65 while employed by the City. The plan permits distributions of the vested amount for retirement, death, disability, hardship or direct rollover to another eligible retirement plan. For the year ended September 30, 2023, employer contributions required and made totaled \$248,759 and covered payroll totaled \$2,730,173.

Participation in the plan at September 30, 2023 was as follows:

<u>Years of Service</u>	<u>Percent Vested</u>	<u>Number of Employees</u>
5 or more	100%	22
4	75%	2
3	50%	3
2	25%	7
1	0%	6
0	0%	9

**CITY OF MADEIRA BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(12) **Employees' Retirement Plans:** (Continued)

The City also maintains a defined contribution plan for the Senior Management Class, which includes the City Manager. This is a tax-qualified plan pursuant to section 401(a) of the Internal Revenue Code and is administered by the ICMA Retirement Corporation. This plan was established by Resolution 96.02. Amendments to the plan provisions or contribution requirements may be made by resolution. It provides for the employer to contribute 12% of the City Manager's base salary. The City Manager is eligible to participate immediately upon employment and is immediately vested. The City has designated a retirement age of 62 for this plan. Distributions of the vested amount for retirement, death, disability, hardship or direct rollover to another eligible retirement plan are permitted.

**C. Deferred Compensation**

The City offers its employees a choice of two deferred compensation plans created in accordance with Internal Revenue Code Section 457(b). The plans, which are available to all City employees, permit the deferral of salary until future years. The deferred compensation is not available to employees until termination, retirement, death or other unforeseen non-reimbursed emergency. Limited loan provisions are available under the terms and conditions of the respective plans. Because all assets of the plans must be held in trust for the exclusive benefit of plan participants and their beneficiaries and the plan is administered by a third party, these plans are not accounted for in the City's financial statements.

(13) **Recent Accounting Pronouncements:**

The Governmental Accounting Standards Board ("GASB") has issued several pronouncements that have effective dates that may impact future financial statements. Listed below are pronouncements with required implementation dates effective for subsequent fiscal years that have not yet been implemented. Management has not currently determined what, if any, impact implementation of the following will have on the City's financial statements:

- (a) GASB issued Statement No. 101, *Compensated Absences*, in June 2022. GASB Statement No. 101 amends the existing guidance related to the calculation and disclosures surrounding the liability for compensated absences. The provisions for GASB 101 are effective for fiscal years beginning after December 15, 2023.
- (b) GASB issued Statement No. 102, *Certain Risk Disclosures*, in December 2023. The objective of GASB 102 is to provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints. The effective date for implementation is fiscal years beginning after June 15, 2024, and all reporting periods thereafter.

**REQUIRED SUPPLEMENTARY INFORMATION**

**CITY OF MADEIRA BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**BUDGET AND ACTUAL - GENERAL FUND**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	<u>Budgeted Amounts</u>			<b>Variance with</b>
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	<b>Final Budget - Positive (Negative)</b>
<b>Revenues</b>				
Taxes	\$ 5,849,192	\$ 5,849,192	\$ 6,063,738	\$ 214,546
Permits and fees	591,000	591,000	841,060	250,060
Intergovernmental	4,020,173	4,020,173	4,868,334	848,161
Charges for services	405,500	455,500	536,661	81,161
Fines and forfeitures	5,000	5,000	28,567	23,567
Investment income	260,250	295,250	986,521	691,271
Miscellaneous	264,950	264,950	281,898	16,948
<b>Total revenues</b>	<u>11,396,065</u>	<u>11,481,065</u>	<u>13,606,779</u>	<u>2,125,714</u>
<b>Expenditures</b>				
Current:				
General government:				
City Commission	74,800	74,800	54,724	20,076
City Clerk	444,647	448,647	343,020	105,627
City Manager	596,355	726,345	684,701	141,644
Legal services	214,000	214,000	177,875	36,125
Information technology	255,904	235,652	209,811	25,841
Human resources	118,419	118,419	53,278	65,141
Finance	525,046	565,046	531,433	33,613
Community development	688,776	713,776	667,412	46,364
Nondepartmental	707,500	733,908	593,120	140,788
Public safety:				
Law enforcement	1,552,600	1,552,600	1,463,039	89,561
Fire / EMS	2,068,569	2,113,569	2,055,118	58,451
Physical environment				
Public works	3,180,539	5,475,425	3,801,236	1,674,189
John's Pass Village	1,913,000	1,943,000	332,972	1,610,028
Parking enforcement	-	-	-	-
Culture and recreation:				
Parks and recreation	1,273,942	1,431,882	1,323,215	108,667
Capital outlay	-	-	-	-
<b>Total expenditures</b>	<u>13,614,097</u>	<u>16,347,069</u>	<u>12,290,954</u>	<u>4,056,115</u>
<b>Excess (deficiency) of revenues over expenditures</b>	<u>(2,218,032)</u>	<u>(4,866,004)</u>	<u>1,315,825</u>	<u>6,181,829</u>
<b>Other financing sources (uses)</b>				
Transfers in	2,287,162	2,287,162	2,287,162	-
Transfers out	(3,515,000)	(3,515,000)	(3,537,950)	(22,950)
Proceeds from sale of capital assets	-	-	46,500	46,500
Proceeds from insurance recoveries	-	-	1,000	1,000
<b>Total other financing sources (uses)</b>	<u>(1,227,838)</u>	<u>(1,227,838)</u>	<u>(1,203,288)</u>	<u>24,550</u>
<b>Net change in fund balances</b>	<u>(3,445,870)</u>	<u>(6,093,842)</u>	<u>112,537</u>	<u>6,206,379</u>
<b>Fund balances, beginning of year</b>	18,163,553	18,163,553	18,163,553	-
<b>Fund balances, end of year</b>	<u>\$ 14,717,683</u>	<u>\$ 12,069,711</u>	<u>\$ 18,276,090</u>	<u>\$ 6,206,379</u>



**CITY OF MADEIRA BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**BUDGET AND ACTUAL - BUILDING DEPARTMENT FUND**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Permits and fees	\$ 1,300,000	\$ 1,300,000	\$ 788,298	\$ (511,702)
Investment income	21,000	21,000	56,531	35,531
Miscellaneous	1,500	1,500	1,786	286
<b>Total revenues</b>	<u>1,322,500</u>	<u>1,322,500</u>	<u>846,615</u>	<u>(475,885)</u>
<b>Expenditures</b>				
Current:				
General government	817,914	827,914	582,334	245,580
Capital outlay	233,500	261,290	53,775	207,515
<b>Total expenditures</b>	<u>1,051,414</u>	<u>1,089,204</u>	<u>636,109</u>	<u>453,095</u>
<b>Excess (deficiency) of revenues over expenditures</b>	<u>271,086</u>	<u>233,296</u>	<u>210,506</u>	<u>(22,790)</u>
<b>Other financing sources (uses)</b>				
Transfers out	(169,172)	(169,172)	(169,172)	-
<b>Net change in fund balances</b>	<u>101,914</u>	<u>64,124</u>	<u>41,334</u>	<u>(22,790)</u>
<b>Fund balances, beginning of year</b>	1,149,684	1,149,684	1,149,684	-
<b>Fund balances, end of year</b>	<u>\$ 1,251,598</u>	<u>\$ 1,213,808</u>	<u>\$ 1,191,018</u>	<u>\$ (22,790)</u>

**CITY OF MADEIRA BEACH, FLORIDA**  
**SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY**  
**AND RELATED RATIOS**  
**LAST 10 FISCAL YEARS**  
**(UNAUDITED)**

	2023	2022	2021	2020	2019	2018
<b>Total OPEB Liability</b>						
Service cost	\$ 7,003	\$ 9,610	\$ 1,981	\$ 2,490	\$ 2,825	\$ 4,367
Interest	3,249	1,603	657	893	1,483	518
Effect of economic/demographic gains (losses)	(5,918)	(8,765)	52,776	(7,095)	(7,575)	(16,649)
Changes of assumptions	(3,316)	(21,839)	(596)	2,057	6,778	(15,060)
Net change in total OPEB liability	1,018	(19,391)	54,818	(1,655)	3,511	(26,824)
Total OPEB liability - beginning of year	80,095	99,486	44,668	46,323	42,812	69,636
<b>Total OPEB liability - end of year</b>	<b>\$ 81,113</b>	<b>\$ 80,095</b>	<b>\$ 99,486</b>	<b>\$ 44,668</b>	<b>\$ 46,323</b>	<b>\$ 42,812</b>
Covered employee payroll	\$ 3,912,871	\$ 3,427,251	\$ 3,113,188	\$ 3,032,470	\$ 2,973,385	\$ 2,942,881
Total OPEB liability as a percentage of covered employee payroll	2.07%	2.34%	3.20%	1.47%	1.56%	1.45%

Notes to Schedule:

Valuation date:	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2018	9/30/2018
Measurement date:	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018

Changes of assumptions. Changes of assumptions and other changes reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period:

4.15%	3.73%	1.47%	1.41%	1.83%	3.25%
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No assets are being accumulated in a trust to pay for OPEB benefits. Therefore, the City only reports a total OPEB liability.

\*10 years of data will be presented as it becomes available.

**CITY OF MADEIRA BEACH, FLORIDA  
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY  
LAST 10 FISCAL YEARS  
(UNAUDITED)**

	As of the Plan Year Ended June 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
<b>Florida Retirement System (FRS)</b>										
Proportion of the net pension liability	0.006171989%	0.005903722%	0.005801937%	0.006132501%	0.006099031%	0.006127095%	0.006279726%	0.006582629%	0.005158269%	0.005160665%
Proportionate share of the net pension liability	\$ 2,459,342	\$ 2,196,659	\$ 438,270	\$ 2,657,916	\$ 2,100,422	\$ 1,845,513	\$ 1,857,501	\$ 1,662,119	\$ 666,260	\$ 314,876
Covered employee payroll	1,267,410	1,157,351	1,123,195	1,138,133	1,122,364	1,080,732	1,047,689	1,017,350	924,304	912,064
Proportionate share of the net pension liability as a percentage of covered employee payroll	194.04%	189.80%	39.02%	233.53%	187.14%	170.77%	177.30%	163.38%	72.08%	34.52%
Plan fiduciary net position as a percentage of the total pension liability	82.38%	82.89%	96.40%	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%	96.09%
<b>Health Insurance Subsidy Program (HIS)</b>										
Proportion of the net pension liability	0.003198303%	0.003175099%	0.003171998%	0.003278595%	0.003355923%	0.003258092%	0.003286902%	0.003282245%	0.003046655%	0.003069745%
Proportionate share of the net pension liability	\$ 507,933	\$ 336,294	\$ 389,093	\$ 400,311	\$ 375,494	\$ 344,840	\$ 351,451	\$ 382,532	\$ 310,711	\$ 287,029
Covered employee payroll	1,267,410	1,157,351	1,123,195	1,138,133	1,122,364	1,080,732	1,047,689	1,017,350	924,304	912,064
Proportionate share of the net pension liability as a percentage of covered employee payroll	40.08%	29.06%	34.64%	35.17%	33.46%	31.91%	33.55%	37.60%	33.62%	31.47%
Plan fiduciary net position as a percentage of the total pension liability	4.12%	4.81%	3.56%	3.00%	2.63%	1.88%	1.64%	0.97%	0.50%	0.99%

**CITY OF MADEIRA BEACH, FLORIDA  
SCHEDULE OF CONTRIBUTIONS  
LAST 10 FISCAL YEARS  
(UNAUDITED)**

	For the Fiscal Year Ended September 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
<b>Florida Retirement System (FRS)</b>										
Contractually required contribution	\$ 306,007	\$ 254,989	\$ 233,320	\$ 203,756	\$ 200,538	\$ 178,194	\$ 167,140	\$ 168,400	\$ 138,195	\$ 117,942
Contributions in relation to the contractually required contribution	306,007	254,989	233,320	203,756	200,538	178,194	167,140	168,400	138,195	117,942
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered employee payroll	\$ 1,250,909	\$ 1,151,776	\$ 1,124,463	\$ 1,138,133	\$ 1,122,364	\$ 1,080,732	\$ 1,047,689	\$ 1,017,350	\$ 924,304	\$ 912,064
Contributions as a percentage of covered employee payroll	24.46%	22.14%	20.75%	17.90%	17.87%	16.49%	15.95%	16.55%	14.95%	12.93%
<b>Health Insurance Subsidy Program (HIS)</b>										
Contractually required contribution	\$ 21,746	\$ 19,119	\$ 18,666	\$ 18,893	\$ 18,923	\$ 17,761	\$ 17,872	\$ 17,596	\$ 12,013	\$ 10,694
Contributions in relation to the contractually required contribution	21,746	19,119	18,666	18,893	18,923	17,761	17,872	17,596	12,013	10,694
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered employee payroll	\$ 1,250,909	\$ 1,151,776	\$ 1,124,463	\$ 1,138,133	\$ 1,122,364	\$ 1,080,732	\$ 1,047,689	\$ 1,017,350	\$ 924,304	\$ 912,064
Contributions as a percentage of covered employee payroll	1.74%	1.66%	1.66%	1.66%	1.69%	1.64%	1.71%	1.73%	1.30%	1.17%

**SUPPLEMENTARY INFORMATION**

**CITY OF MADEIRA BEACH, FLORIDA  
COMBINING BALANCE SHEET  
NONMAJOR GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2023**

	<b>Local Option Sales Tax</b>	<b>Archibald Park</b>	<b>Gas Tax</b>	<b>Debt Service</b>	<b>Total Nonmajor Governmental Funds</b>
<b>ASSETS</b>					
Equity in pooled cash and cash equivalents	\$ 1,612,818	\$ 2,185,902	\$ 54,558	\$ 297,449	\$ 4,150,727
Investments	800,505	269,766	30,149	155,767	1,256,187
Receivables, net	-	4,845	-	-	4,845
Due from other governments	107,336	68,538	9,650	-	185,524
Leases receivable	-	76,926	-	-	76,926
Total assets	<u>\$ 2,520,659</u>	<u>\$ 2,605,977</u>	<u>\$ 94,357</u>	<u>\$ 453,216</u>	<u>\$ 5,674,209</u>
<b>LIABILITIES</b>					
Accounts payable and accrued liabilities	\$ -	\$ 57,832	\$ 13,142	\$ -	\$ 70,974
Total liabilities	<u>-</u>	<u>57,832</u>	<u>13,142</u>	<u>-</u>	<u>70,974</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>					
Deferred inflows related to leases	-	75,654	-	-	75,654
<b>FUND BALANCES</b>					
Restricted for:					
Capital projects	2,520,659	-	-	-	2,520,659
Parks and recreation	-	1,795,224	-	-	1,795,224
Transportation	-	-	81,215	-	81,215
Committed to:					
Debt service	-	-	-	453,216	453,216
Parks and recreation	-	677,267	-	-	677,267
Total fund balances	<u>2,520,659</u>	<u>2,472,491</u>	<u>81,215</u>	<u>453,216</u>	<u>5,527,581</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 2,520,659</u>	<u>\$ 2,605,977</u>	<u>\$ 94,357</u>	<u>\$ 453,216</u>	<u>\$ 5,674,209</u>

**CITY OF MADEIRA BEACH, FLORIDA  
COMBINING STATEMENT OF REVENUES, EXGENDITURES,  
AND CHANGES IN FUND BALANCE  
NONMAJOR GOVERNMENTAL FUNDS  
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	<b>Local Option Sales Tax</b>	<b>Archibald Park</b>	<b>Gas Tax</b>	<b>Debt Service</b>	<b>Total Nonmajor Governmental Funds</b>
<b>Revenues</b>					
Taxes	\$ 664,103	\$ -	\$ 57,377	\$ -	\$ 721,480
Intergovernmental	-	36,766	43,351	-	80,117
Charges for services	-	751,076	-	-	751,076
Investment income	95,004	35,517	4,132	20,005	154,658
Total revenues	<u>759,107</u>	<u>823,359</u>	<u>104,860</u>	<u>20,005</u>	<u>1,707,331</u>
<b>Expenditures</b>					
Current:					
Transportation	-	-	123,192	-	123,192
Culture and recreation	4,158	636,100	-	-	640,258
Capital outlay	155,063	174,248	-	-	329,311
Debt service:					
Principal retirement	-	5,395	-	115,000	120,395
Interest and fiscal charges	-	122	-	182,950	183,072
Total expenditures	<u>159,221</u>	<u>815,865</u>	<u>123,192</u>	<u>297,950</u>	<u>1,396,228</u>
<b>Excess (deficiency) of revenues over expenditures</b>	<u>599,886</u>	<u>7,494</u>	<u>(18,332)</u>	<u>(277,945)</u>	<u>311,103</u>
<b>Other financing sources (uses)</b>					
Transfers in	-	1,750,000	-	297,950	2,047,950
Transfers out	-	(52,617)	-	-	(52,617)
Total other financing sources (uses)	<u>-</u>	<u>1,697,383</u>	<u>-</u>	<u>297,950</u>	<u>1,995,333</u>
<b>Net change in fund balances</b>	<u>599,886</u>	<u>1,704,877</u>	<u>(18,332)</u>	<u>20,005</u>	<u>2,306,436</u>
<b>Fund balances, beginning of year</b>	1,920,773	767,614	99,547	433,211	3,221,145
<b>Fund balances, end of year</b>	<u><u>\$ 2,520,659</u></u>	<u><u>\$ 2,472,491</u></u>	<u><u>\$ 81,215</u></u>	<u><u>\$ 453,216</u></u>	<u><u>\$ 5,527,581</u></u>

**CITY OF MADEIRA BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**BUDGET AND ACTUAL - LOCAL OPTION SALES TAX FUND**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Taxes	\$ 575,000	\$ 575,000	\$ 664,103	\$ 89,103
Investment income	35,000	35,000	95,004	60,004
Total revenues	<u>610,000</u>	<u>610,000</u>	<u>759,107</u>	<u>149,107</u>
<b>Expenditures</b>				
Current:				
Culture and recreation	1,306,500	1,409,500	159,221	1,250,279
Total expenditures	<u>1,306,500</u>	<u>1,409,500</u>	<u>159,221</u>	<u>1,250,279</u>
<b>Excess (deficiency) of revenues over expenditures</b>	<u>(696,500)</u>	<u>(799,500)</u>	<u>599,886</u>	<u>1,399,386</u>
<b>Net change in fund balances</b>	<u>(696,500)</u>	<u>(799,500)</u>	<u>599,886</u>	<u>1,399,386</u>
<b>Fund balances, beginning of year</b>	1,920,773	1,920,773	1,920,773	-
<b>Fund balances, end of year</b>	<u><u>\$ 1,224,273</u></u>	<u><u>\$ 1,121,273</u></u>	<u><u>\$ 2,520,659</u></u>	<u><u>\$ 1,399,386</u></u>



**CITY OF MADEIRA BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**BUDGET AND ACTUAL - ARCHIBALD PARK FUND**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final		
<b>Revenues</b>				
Intergovernmental	\$ 437,500	\$ 437,500	\$ 36,766	\$ (400,734)
Charges for services	540,000	540,000	751,076	211,076
Investment income	14,000	14,000	35,517	21,517
Total revenues	991,500	991,500	823,359	(168,141)
<b>Expenditures</b>				
Current:				
Culture and recreation	5,004,477	5,004,477	815,865	4,188,612
Total expenditures	5,004,477	5,004,477	815,865	4,188,612
<b>Excess (deficiency) of revenues over expenditures</b>	(4,012,977)	(4,012,977)	7,494	4,020,471
<b>Other financing sources (uses)</b>				
Transfers in	-	-	1,750,000	1,750,000
Transfers out	(52,617)	(52,617)	(52,617)	-
Total other financing sources (uses)	(52,617)	(52,617)	1,697,383	1,750,000
<b>Net change in fund balances</b>	(4,065,594)	(4,065,594)	1,704,877	5,770,471
<b>Fund balances, beginning of year</b>	767,614	767,614	767,614	-
<b>Fund balances, end of year</b>	\$ (3,297,980)	\$ (3,297,980)	\$ 2,472,491	\$ 5,770,471

**CITY OF MADEIRA BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**BUDGET AND ACTUAL - GAS TAX FUND**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	<u>Budgeted Amounts</u>			<b>Variance with Final Budget - Positive (Negative)</b>
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
<b>Revenues</b>				
Taxes	\$ 55,000	\$ 55,000	\$ 57,377	\$ 2,377
Intergovernmental	45,000	45,000	43,351	(1,649)
Investment income	2,500	2,500	4,132	1,632
<b>Total revenues</b>	<u>102,500</u>	<u>102,500</u>	<u>104,860</u>	<u>2,360</u>
<b>Expenditures</b>				
Current:				
Transportation	141,000	141,000	123,192	17,808
<b>Total expenditures</b>	<u>141,000</u>	<u>141,000</u>	<u>123,192</u>	<u>17,808</u>
<b>Net change in fund balances</b>	<u>(38,500)</u>	<u>(38,500)</u>	<u>(18,332)</u>	<u>20,168</u>
<b>Fund balances, beginning of year</b>	99,547	99,547	99,547	-
<b>Fund balances, end of year</b>	<u>\$ 61,047</u>	<u>\$ 61,047</u>	<u>\$ 81,215</u>	<u>\$ 20,168</u>

**CITY OF MADEIRA BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**BUDGET AND ACTUAL - DEBT SERVICE FUND**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Investment income	\$ 10,000	\$ 10,000	\$ 20,005	\$ 10,005
Total revenues	<u>10,000</u>	<u>10,000</u>	<u>20,005</u>	<u>10,005</u>
<b>Expenditures</b>				
Debt service:				
Principal retirement	110,000	110,000	115,000	(5,000)
Interest and fiscal charges	195,000	195,000	182,950	12,050
Total expenditures	<u>305,000</u>	<u>305,000</u>	<u>297,950</u>	<u>7,050</u>
<b>Excess (deficiency) of revenues over expenditures</b>	<u>(295,000)</u>	<u>(295,000)</u>	<u>(277,945)</u>	<u>17,055</u>
<b>Other financing sources (uses)</b>				
Transfers in	275,000	275,000	297,950	22,950
<b>Net change in fund balances</b>	<u>(20,000)</u>	<u>(20,000)</u>	<u>20,005</u>	<u>40,005</u>
<b>Fund balances, beginning of year</b>	433,211	433,211	433,211	-
<b>Fund balances, end of year</b>	<u>\$ 413,211</u>	<u>\$ 413,211</u>	<u>\$ 453,216</u>	<u>\$ 40,005</u>

**CITY OF MADEIRA BEACH, FLORIDA  
SCHEDULE OF REVENUES AND EXPENDITURES  
EMERGENCY MEDICAL SERVICES (EMS)  
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

**REVENUES**

EMS operating reimbursement	\$ 555,911
Total revenues	<u>555,911</u>

**EXPENDITURES**

## Current:

Salaries, wages, and employees benefits	588,922
Insurance	9,100
Repairs and maintenance	15,038
Uniforms	14,132
Fuel	14,889
Other	8,664
Total expenditures	<u>650,745</u>

<b>Excess (deficiency) of revenues over expenditures</b>	<u><u>\$ (94,834)</u></u>
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## Statistical Section

This part of the City of Madeira Beach, Florida's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

### Contents

#### **Financial Trends (Schedules 1-4)**

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

#### **Revenue Capacity (Schedules 5-8)**

These schedules contain information to help the reader assess the factors affecting the City's ability to generate its property and sales taxes.

#### **Debt Capacity (Schedules 9-11)**

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

#### **Demographic and Economic Information (Schedules 12-13)**

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place and help make comparisons over time and with other governments.

#### **Operating Information (Schedules 14-16)**

These schedules contain information about the City's operations and resources to help the reader understand how the City's financial information relates to the services the City provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

**CITY OF MADEIRA BEACH, FLORIDA**  
**Schedule 1 - Net Position by Component**  
**Last Ten Fiscal Years**

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<b>Governmental activities</b>										
Net investment in capital assets	\$ 13,799,242	\$ 17,176,826	\$ 20,834,168	\$ 19,115,318	\$ 18,849,172	\$ 21,426,039	\$ 19,243,130	\$ 19,645,954	\$ 19,163,068	\$ 18,968,572
Restricted	1,491,307	1,394,219	1,822,272	2,537,922	2,506,064	3,244,903	3,838,490	3,476,218	3,615,143	5,733,288
Unrestricted	10,839,038	10,470,942	6,659,456	8,682,268	9,545,575	10,216,657	11,324,497	12,787,295	17,182,133	16,556,312
Total governmental activities net position	<u>\$ 26,129,587</u>	<u>\$ 29,041,987</u>	<u>\$ 29,315,896</u>	<u>\$ 30,335,508</u>	<u>\$ 30,900,811</u>	<u>\$ 34,887,599</u>	<u>\$ 34,406,117</u>	<u>\$ 35,909,467</u>	<u>\$ 39,960,344</u>	<u>\$ 41,258,172</u>
<b>Business-type activities</b>										
Net investment in capital assets	\$ 3,635,279	\$ 3,971,754	\$ 5,030,687	\$ 3,106,312	\$ 5,177,035	\$ 6,176,268	\$ 5,151,256	\$ 7,044,923	\$ 7,123,928	\$ 7,134,291
Restricted	-	-	-	3,123,891	1,744,352	502,475	506,948	617,414	646,382	638,173
Unrestricted	2,432,863	2,395,490	1,721,782	2,551,955	2,709,841	3,275,804	4,582,530	3,552,495	3,179,555	5,617,279
Total business-type net position	<u>\$ 6,068,142</u>	<u>\$ 6,367,244</u>	<u>\$ 6,752,469</u>	<u>\$ 8,782,158</u>	<u>\$ 9,631,228</u>	<u>\$ 9,954,547</u>	<u>\$ 10,240,734</u>	<u>\$ 11,214,832</u>	<u>\$ 10,949,865</u>	<u>\$ 13,389,743</u>
<b>Total primary government</b>										
Net investment in capital assets	\$ 17,434,521	\$ 21,148,580	\$ 25,864,855	\$ 22,221,630	\$ 24,026,207	\$ 27,602,307	\$ 24,394,386	\$ 26,690,877	\$ 26,286,996	\$ 26,102,863
Restricted	1,491,307	1,394,219	1,822,272	5,661,813	4,250,416	3,747,378	4,345,438	4,093,632	4,261,525	6,371,461
Unrestricted	13,271,901	12,866,432	8,381,238	11,234,223	12,255,416	13,492,461	15,907,027	16,339,790	20,361,688	22,173,591
Total primary government net position	<u>\$ 32,197,729</u>	<u>\$ 35,409,231</u>	<u>\$ 36,068,365</u>	<u>\$ 39,117,666</u>	<u>\$ 40,532,039</u>	<u>\$ 44,842,146</u>	<u>\$ 44,646,851</u>	<u>\$ 47,124,299</u>	<u>\$ 50,910,209</u>	<u>\$ 54,647,915</u>

Note:

GASB No. 68 was implemented in 2016.

**CITY OF MADEIRA BEACH, FLORIDA**  
**Schedule 2 - Changes in Net Position**  
**Last Ten Fiscal Years**

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<b>Expenses</b>										
Governmental activities:										
General government	\$ 1,738,593	\$ 2,459,928	\$ 3,132,603	\$ 3,741,235	\$ 3,371,549	\$ 3,630,067	\$ 4,254,336	\$ 3,768,129	\$ 3,900,539	\$ 4,735,227
Physical environment	397,459	418,301	355,628	359,015	347,428	388,376	554,824	578,761	698,848	4,184,881
Transportation	-	-	86,402	86,769	90,246	99,993	102,045	91,971	108,047	123,192
Public safety	2,419,548	2,664,433	2,789,136	2,920,618	3,100,023	3,384,679	3,168,751	3,255,594	3,353,919	3,744,742
Culture and recreation	1,226,418	1,446,682	1,915,085	2,060,546	1,956,408	1,974,810	1,841,332	1,919,097	2,050,431	2,473,170
Parking	266,139	255,765	275,092	271,622	337,615	385,397	370,391	409,434	481,837	8,946
Interest and other fees on long term debt	522,578	192,169	320,334	343,386	126,186	231,620	216,736	203,624	189,727	184,592
<b>Total governmental activities expenses</b>	<u>\$ 6,570,735</u>	<u>\$ 7,437,278</u>	<u>\$ 8,874,280</u>	<u>\$ 9,783,191</u>	<u>\$ 9,329,455</u>	<u>\$ 10,094,942</u>	<u>\$ 10,508,415</u>	<u>\$ 10,226,610</u>	<u>\$ 10,783,348</u>	<u>\$ 15,454,750</u>
Business-type activities:										
Sanitation	\$ 1,120,079	\$ 1,184,959	\$ 1,173,844	\$ 1,261,613	\$ 1,267,370	\$ 1,378,114	\$ 1,383,213	\$ 1,443,081	\$ 1,514,246	\$ 1,857,869
Stormwater	455,957	476,227	637,036	621,754	682,240	1,144,905	2,373,105	2,004,475	2,750,748	1,914,720
Marina	2,095,009	1,872,121	1,880,631	2,306,407	2,533,025	2,266,351	2,013,784	2,557,482	3,567,718	3,489,965
John's Pass Village	-	-	-	-	-	-	-	-	-	-
Parking	-	-	-	-	-	-	-	-	-	623,678
<b>Total business-type activities expenses</b>	<u>3,671,045</u>	<u>3,533,307</u>	<u>3,691,511</u>	<u>4,189,774</u>	<u>4,482,635</u>	<u>4,789,370</u>	<u>5,770,102</u>	<u>6,005,038</u>	<u>7,832,712</u>	<u>7,886,232</u>
<b>Total government expenses</b>	<u>\$ 10,241,780</u>	<u>\$ 10,970,585</u>	<u>\$ 12,565,791</u>	<u>\$ 13,972,965</u>	<u>\$ 13,812,090</u>	<u>\$ 14,884,312</u>	<u>\$ 16,278,517</u>	<u>\$ 16,231,648</u>	<u>\$ 18,616,060</u>	<u>\$ 23,340,982</u>
<b>Program Revenues</b>										
Governmental activities:										
Charges for services:										
General government	\$ 808,209	\$ 912,202	\$ 1,101,012	\$ 1,055,876	\$ 1,198,947	\$ 1,492,659	\$ 1,096,603	\$ 1,265,112	\$ 1,503,261	\$ 1,083,229
Public safety	601,222	626,273	628,352	653,046	701,730	703,678	267,253	271,274	280,151	300,222
Culture and recreation	1,017,541	636,413	349,626	459,137	498,577	529,465	374,270	410,857	609,010	629,689
Parking	717,859	1,285,041	2,075,709	2,072,161	2,073,573	2,244,975	2,288,946	2,811,724	3,406,055	685,528
Operating grants and contributions	-	6,626	-	116,939	38,134	277,542	798,829	767,838	775,714	4,131,707
Capital grants and contributions	230,813	1,768,069	87,781	1,464,527	190,194	3,154,386	494,602	4,634	115,373	113,003
<b>Total governmental activities program revenues</b>	<u>\$ 3,375,644</u>	<u>\$ 5,234,624</u>	<u>\$ 4,242,480</u>	<u>\$ 5,821,686</u>	<u>\$ 4,701,155</u>	<u>\$ 8,402,705</u>	<u>\$ 5,320,503</u>	<u>\$ 5,531,439</u>	<u>\$ 6,689,564</u>	<u>\$ 6,943,378</u>
Business-type activities:										
Charges for services:										
Sanitation	\$ 1,145,198	\$ 1,126,910	\$ 1,257,616	\$ 1,285,252	\$ 1,285,159	\$ 1,291,884	\$ 1,263,496	\$ 1,377,876	\$ 1,854,440	\$ 2,093,709
Stormwater	347,898	671,303	690,819	722,291	718,988	685,920	1,690,480	1,249,012	684,822	678,215
Marina	2,185,742	1,991,260	2,000,166	2,446,408	2,634,733	2,511,476	2,356,385	3,013,226	4,171,926	4,127,532
John's Pass Village	-	-	-	-	-	-	-	-	-	-
Parking	-	-	-	-	-	-	-	-	-	3,503,006
Operating grants and contributions	-	3,300	3,270	3,237	3,209	3,187	44,232	2,453	11,221	35,031
Capital grants and contributions	-	-	78,350	1,736,607	621,907	434,290	-	-	-	-
<b>Total business-type activities program revenues</b>	<u>3,678,838</u>	<u>3,792,773</u>	<u>4,030,221</u>	<u>6,193,795</u>	<u>5,263,996</u>	<u>4,926,757</u>	<u>5,354,593</u>	<u>5,642,567</u>	<u>6,722,409</u>	<u>10,437,493</u>
<b>Total government program revenues</b>	<u>\$ 7,054,482</u>	<u>\$ 9,027,397</u>	<u>\$ 8,272,701</u>	<u>\$ 12,015,481</u>	<u>\$ 9,965,151</u>	<u>\$ 13,329,462</u>	<u>\$ 10,675,096</u>	<u>\$ 11,174,006</u>	<u>\$ 13,411,973</u>	<u>\$ 17,380,871</u>

**CITY OF MADEIRA BEACH, FLORIDA**  
**Schedule 2 - Changes in Net Position**  
**Last Ten Fiscal Years**

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Schedule 2: Continued										
<b>Net (Expense)/Revenue</b>										
Governmental activities	\$ (3,195,091)	\$ (2,202,654)	\$ (4,631,800)	\$ (3,961,505)	\$ (4,628,300)	\$ (1,692,237)	\$ (5,187,912)	\$ (4,695,171)	\$ (4,093,784)	\$ (8,511,372)
Business-type activities	7,793	259,466	338,710	2,004,021	781,361	137,387	(415,509)	(362,471)	(1,110,303)	2,551,261
Total governmental net expense	<u>\$ (3,187,298)</u>	<u>\$ (1,943,188)</u>	<u>\$ (4,293,090)</u>	<u>\$ (1,957,484)</u>	<u>\$ (3,846,939)</u>	<u>\$ (1,554,850)</u>	<u>\$ (5,603,421)</u>	<u>\$ (5,057,642)</u>	<u>\$ (5,204,087)</u>	<u>\$ (5,960,111)</u>
<b>General Revenues and Other Changes in Net Position</b>										
Governmental activities:										
Taxes:										
Property taxes	\$ 1,490,180	\$ 1,758,259	\$ 2,101,355	\$ 2,305,198	\$ 2,483,174	\$ 2,688,109	\$ 3,533,688	\$ 3,770,607	\$ 4,134,405	\$ 4,744,071
Franchise and utility taxes	1,246,640	1,249,780	1,236,625	1,485,784	1,545,823	1,632,840	1,651,917	1,787,986	1,937,878	1,694,133
Intergovernmental revenues	1,165,875	1,212,668	2,401,947	1,018,915	1,039,773	1,103,831	1,051,820	1,099,137	1,164,634	1,435,065
Local business tax receipts	71,249	71,842	-	-	-	-	-	-	-	34,278
Investment earnings	19,742	20,966	48,198	78,341	97,037	188,210	304,903	451,159	572,742	1,197,710
Gain/(loss) on disposal of capital assets	-	5,220	-	2,686	3,960	29,974	-	-	(5,837)	46,500
Miscellaneous revenues	178,873	49,415	252,521	35,193	23,836	36,061	71,221	108,511	97,959	82,071
Transfers	4,536,084	-	(55,000)	55,000	-	-	(372,600)	(1,018,879)	242,880	575,373
BP settlement	-	746,904	-	-	-	-	-	-	-	-
Total governmental activities	<u>\$ 8,708,643</u>	<u>\$ 5,115,054</u>	<u>\$ 5,985,646</u>	<u>\$ 4,981,117</u>	<u>\$ 5,193,603</u>	<u>\$ 5,679,025</u>	<u>\$ 6,240,949</u>	<u>\$ 6,198,521</u>	<u>\$ 8,144,661</u>	<u>\$ 9,809,201</u>
Business-type activities:										
Investment earnings	\$ 180	\$ 777	\$ 38,077	\$ 60,269	\$ 60,111	\$ 183,010	\$ 293,594	\$ 254,985	\$ 235,637	\$ 442,406
Gain/(loss) on disposal of capital assets	-	28,211	-	20,400	-	-	-	41,680	1,250	8,100
Miscellaneous revenues	19,551	10,648	13,276	-	7,598	2,922	35,512	21,025	851,329	13,484
Transfers	(4,536,084)	-	55,000	(55,000)	-	-	372,600	1,018,879	(242,880)	(575,373)
Total business-type activities	<u>(4,516,353)</u>	<u>39,636</u>	<u>106,353</u>	<u>25,669</u>	<u>67,709</u>	<u>185,932</u>	<u>701,706</u>	<u>1,336,569</u>	<u>845,336</u>	<u>(111,383)</u>
Total government	<u>\$ 4,192,290</u>	<u>\$ 5,154,690</u>	<u>\$ 6,091,999</u>	<u>\$ 5,006,786</u>	<u>\$ 5,261,312</u>	<u>\$ 5,864,957</u>	<u>\$ 6,942,655</u>	<u>\$ 7,535,090</u>	<u>\$ 8,989,997</u>	<u>\$ 9,697,818</u>
<b>Total Change in Net Position</b>										
Governmental activities	\$ 5,513,552	\$ 2,912,400	\$ 1,353,846	\$ 1,019,612	\$ 565,303	\$ 3,986,788	\$ 1,053,037	\$ 1,503,350	\$ 4,050,877	\$ 1,297,829
Business-type activities	(4,508,560)	299,102	445,063	2,029,690	849,070	323,319	286,197	974,098	(264,967)	2,439,878
Total government	<u>\$ 1,004,992</u>	<u>\$ 3,211,502</u>	<u>\$ 1,798,909</u>	<u>\$ 3,049,302</u>	<u>\$ 1,414,373</u>	<u>\$ 4,310,107</u>	<u>\$ 1,339,234</u>	<u>\$ 2,477,448</u>	<u>\$ 3,785,910</u>	<u>\$ 3,737,707</u>



**CITY OF MADEIRA BEACH, FLORIDA**  
**Schedule 3 - Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<b>General Fund:</b>										
Nonspendable	\$ 424,229	\$ 406,596	\$ 387,874	\$ 932,373	\$ 877,253	\$ 790,959	\$ 683,937	\$ 596,573	\$ 513,391	\$ 476,335
Restricted	580,963	629,489	461,386	592,329	-	-	-	-	32,169	145,172
Committed	1,855,566	2,480,852	3,289,423	3,600,294	3,692,492	4,014,990	3,250,494	3,164,189	3,457,560	4,114,376
Assigned	5,602,878	2,620,071	581,344	464,581	3,222,794	903,219	410,968	8,119	1,629,491	1,915,223
Unassigned	3,871,126	5,370,831	5,493,842	5,108,200	3,273,992	6,364,966	8,919,096	10,753,573	12,420,743	11,624,984
<b>Total General Fund</b>	<u>\$ 12,334,762</u>	<u>\$ 11,507,839</u>	<u>\$ 10,213,869</u>	<u>\$ 10,697,777</u>	<u>\$ 11,066,531</u>	<u>\$ 12,074,134</u>	<u>\$ 13,264,495</u>	<u>\$ 14,522,454</u>	<u>\$ 18,053,354</u>	<u>\$ 18,276,090</u>
<b>All other governmental funds:</b>										
Nonspendable	\$ -	\$ 30	\$ 30	\$ -	\$ 845	\$ -	\$ -	\$ -	\$ -	\$ -
Restricted	910,344	744,508	1,360,886	1,945,593	2,506,064	3,244,903	3,838,490	3,518,751	3,582,974	5,588,116
Committed	-	-	192,000	193,564	194,921	197,918	474,999	486,441	898,054	1,130,483
Assigned	-	20,192	858,286	90,892	53,038	32,294	-	-	-	-
<b>Total all other governmental funds:</b>	<u>\$ 910,344</u>	<u>\$ 764,730</u>	<u>\$ 2,411,202</u>	<u>\$ 2,230,049</u>	<u>\$ 2,754,868</u>	<u>\$ 3,475,115</u>	<u>\$ 4,313,489</u>	<u>\$ 4,005,192</u>	<u>\$ 4,481,028</u>	<u>\$ 6,718,599</u>

**CITY OF MADEIRA BEACH, FLORIDA**  
**Schedule 4 - Changes in Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<b>Revenues</b>										
Taxes	\$ 2,736,820	\$ 3,008,039	\$ 3,337,980	\$ 3,546,460	\$ 3,785,095	\$ 4,090,076	\$ 5,286,371	\$ 5,585,804	\$ 6,146,225	\$ 6,785,218
Licenses and permits	637,928	452,182	146,127	130,338	105,901	122,092	1,410,732	1,583,363	1,887,414	1,629,358
Intergovernmental revenue	1,998,349	2,370,981	2,489,728	3,488,516	2,199,999	5,464,986	2,017,217	1,599,783	1,670,044	4,948,451
Charges for services	1,735,400	2,036,367	3,827,736	3,226,708	3,472,346	3,923,452	2,511,931	3,128,144	3,978,641	1,287,737
Fines and forfeitures	241,091	159,890	180,836	23,202	11,153	6,619	104,715	44,688	261,408	28,567
Investment earnings	19,742	20,966	48,198	78,340	83,832	176,260	304,903	451,159	572,742	1,197,710
Miscellaneous revenue	178,873	322,283	252,519	251,552	232,472	268,272	578,973	363,472	332,633	283,684
<b>Total revenues</b>	<u>\$ 7,548,203</u>	<u>\$ 8,370,708</u>	<u>\$ 10,283,124</u>	<u>\$ 10,745,116</u>	<u>\$ 9,890,798</u>	<u>\$ 14,051,757</u>	<u>\$ 12,214,842</u>	<u>\$ 12,756,413</u>	<u>\$ 14,849,107</u>	<u>\$ 16,160,725</u>
<b>Expenditures</b>										
General government	\$ 1,750,569	\$ 2,149,840	\$ 2,614,854	\$ 3,387,885	\$ 2,858,302	\$ 3,128,844	\$ 3,542,531	\$ 3,327,715	\$ 3,460,983	\$ 3,787,104
Physical environment	284,055	306,922	248,354	254,933	246,777	289,330	442,920	475,693	586,421	4,077,923
Transportation	-	-	86,402	86,769	90,246	99,993	102,045	91,971	108,047	123,192
Public safety	2,330,872	2,518,423	2,647,305	2,630,950	2,783,768	2,900,493	3,004,044	3,108,547	3,193,420	3,498,456
Culture and recreation	948,430	1,080,304	1,348,342	1,339,397	1,273,233	1,341,461	1,186,759	1,272,894	1,471,130	1,862,929
Parking enforcement	252,357	243,278	264,918	259,651	284,300	322,056	297,854	337,106	420,399	(9,365)
Capital outlay	7,916,022	6,415,879	2,756,777	1,511,411	315,055	3,432,206	504,592	1,631,300	1,326,310	643,040
Debt Service:										
Cost of issuance	225,515	63,393	49,526	-	32,754	-	-	-	-	-
Principal	-	100,000	333,000	1,306,000	2,183,000	608,092	543,735	460,901	481,101	155,420
Interest	91,807	228,980	251,145	348,050	230,750	232,030	220,700	206,274	194,303	184,592
<b>Total expenditures</b>	<u>\$ 13,799,627</u>	<u>\$ 13,107,019</u>	<u>\$ 10,600,623</u>	<u>\$ 11,125,046</u>	<u>\$ 10,298,185</u>	<u>\$ 12,354,505</u>	<u>\$ 9,845,180</u>	<u>\$ 10,912,401</u>	<u>\$ 11,242,114</u>	<u>\$ 14,323,291</u>
Excess (deficit) of revenue over expenditures	\$ (6,251,424)	\$ (4,736,311)	\$ (317,499)	\$ (379,930)	\$ (407,387)	\$ 1,697,252	\$ 2,369,662	\$ 1,844,012	\$ 3,606,993	\$ 1,837,434
<b>Other Financing Sources (Uses)</b>										
Issuance of debt	4,760,000	3,010,000	725,000	-	1,297,000	-	-	-	-	-
Discount on debt issued	(19,435)	-	-	-	-	-	-	-	-	-
Transfers in	1,455,469	-	-	1,972,750	2,413,750	1,121,322	833,901	1,161,574	980,690	4,335,112
Transfers out	-	-	(55,000)	(1,917,749)	(2,413,750)	(1,121,322)	(1,206,501)	(2,058,174)	(737,810)	(3,759,739)
Sale of capital assets or insurance proceeds	-	6,870	-	627,686	3,960	30,598	31,673	2,250	156,863	47,500
BP settlement	-	746,904	-	-	-	-	-	-	-	-
<b>Total other financing sources (uses)</b>	<u>6,196,034</u>	<u>3,763,774</u>	<u>670,000</u>	<u>682,687</u>	<u>1,300,960</u>	<u>30,598</u>	<u>(340,927)</u>	<u>(894,350)</u>	<u>399,743</u>	<u>622,873</u>
<b>Net change in fund balances</b>	<u>\$ (55,390)</u>	<u>\$ (972,537)</u>	<u>\$ 352,501</u>	<u>\$ 302,757</u>	<u>\$ 893,573</u>	<u>\$ 1,727,850</u>	<u>\$ 2,028,735</u>	<u>\$ 949,662</u>	<u>\$ 4,006,736</u>	<u>\$ 2,460,307</u>
Debt service as a percentage of noncapital expenditures	1.6%	4.9%	7.4%	17.2%	24.2%	9.4%	8.2%	7.2%	6.8%	2.5%

**CITY OF MADEIRA BEACH, FLORIDA**  
**Schedule 5 - Taxable and Estimated Actual Value of Taxable Property**  
**Last Ten Fiscal Years**

<u>Fiscal Year</u>	<u>Tax Roll</u>	<u>Total Direct Tax Rate<sup>1</sup></u>	<u>Real Property Taxable Value</u>	<u>Personal Property Taxable Value</u>	<u>Total Taxable Value</u>	<u>Exempt Real and Personal Property</u>	<u>Total Estimated Actual Value<sup>2</sup></u>	<u>Ratio of Total Taxable Value to Total Estimated Actual Value</u>
2014	2013	1.7900	849,197,646	11,819,516	861,017,162	188,929,449	1,049,946,611	82.0%
2015	2014	1.9900	900,523,821	11,819,245	912,343,066	231,229,210	1,143,572,276	79.8%
2016	2015	2.2000	973,000,175	13,793,217	986,793,392	271,926,223	1,258,719,615	78.4%
2017	2016	2.2000	1,066,933,051	14,639,582	1,081,572,633	314,465,957	1,396,038,590	77.5%
2018	2017	2.2000	1,153,459,150	15,076,555	1,168,535,705	148,261,225	1,316,796,930	88.7%
2019	2018	2.2000	1,244,779,115	14,295,408	1,259,074,523	156,010,008	1,415,084,531	89.0%
2020	2019	2.7500	1,317,009,736	13,542,821	1,330,552,557	162,113,338	1,492,665,895	89.1%
2021	2020	2.7500	1,405,030,173	13,683,641	1,418,713,814	169,482,701	1,588,196,515	89.3%
2022	2021	2.7500	1,537,499,197	18,268,410	1,555,767,607	176,850,592	1,732,618,199	89.8%
2023	2022	2.7500	1,764,738,180	20,066,938	1,784,805,118	184,622,774	1,969,427,892	90.6%

Source:

Pinellas County Property Appraiser

Notes:

1) Tax rate is per \$1,000 of taxable value.

2) Estimated Actual Value is the "Just Value" of the properties per Chapter 193.011, Florida Statutes, without exemptions.

**CITY OF MADEIRA BEACH, FLORIDA**  
**Schedule 6 - Property Tax Rates**  
**Direct and Overlapping Governments**  
**Per \$1,000 of Assessed Valuation**  
**Last Ten Fiscal Years**

<u>Fiscal Year</u>	<u>Tax Roll</u>	<u>City of Madeira Beach Operating Millage</u>	<u>Overlapping Rates</u>				<u>Total Direct and Overlapping Rates</u>
			<u>County<sup>1</sup></u>	<u>School</u>	<u>Transit District</u>	<u>Other<sup>2</sup></u>	
2014	2013	1.7900	6.2535	8.0600	0.7305	1.7959	18.6299
2015	2014	1.9900	6.2535	7.8410	0.7305	1.2799	18.0949
2016	2015	2.2000	6.2535	7.3180	0.7500	1.2448	17.7663
2017	2016	2.2000	6.2748	7.0090	0.7500	1.2262	17.4600
2018	2017	2.2000	6.2748	7.0090	0.7500	1.2262	17.4600
2019	2018	2.2000	6.2748	6.7270	0.7500	1.2086	17.1604
2020	2019	2.7500	6.2748	6.5840	0.7500	1.1932	17.5520
2021	2020	2.7500	6.2748	6.4270	0.7500	1.1800	17.3818
2022	2021	2.7500	6.1250	6.3250	0.7500	1.1666	17.1166
2023	2022	2.7500	5.6963	5.9630	0.7500	1.0978	16.2571

Source:  
Pinellas County Property Appraiser

Notes:  
1) "County" includes Pinellas County's General Fund, Health Department and Emergency Medical Services (EMS) millage rates. The EMS millage rate is assessed only on Real Property.  
2) "Other" includes Pinellas County Planning Council, Juvenile Welfare Board and Southwest Florida Water Management District.  
Overlapping rates are those of local and county governments that apply to property owners within the City of Madeira Beach.  
Chapter 200.081, Florida Statutes, limits the operating millage that may be levied to 10 mills.

**CITY OF MADEIRA BEACH, FLORIDA**  
**Schedule 7 - Principal Property Taxpayers**  
**Current Year and Nine Years Ago**

Taxpayer	2023			2014		
	Taxable Value	Rank	Percentage Total Assessed Valuation	Taxable Value	Rank	Percentage Total Assessed Valuation
Madeira Hotel Investors LLC	\$ 26,750,000	1	1.52%			
John's Pass Plaza LLC	16,220,000	2	0.92%			
Shaner Madeira Beach LLC	14,800,000	3	0.84%			
Barefoot Beach Resort South LLC	12,625,000	4	0.72%	3,897,000	7	0.50%
Publix Super Markets Inc.	11,464,063	5	0.65%	4,654,063	6	0.50%
Shoreline Island Resort LLC	11,294,442	6	0.64%	6,241,500	3	0.70%
JPV Hotel Property LLC	8,240,580	7	0.47%			
Extra Space Properties Eighty Six LLC	7,020,000	8	0.40%	3,792,600	9	0.40%
Madeira Triangle Properties LLC	6,486,923	9	0.37%			
R N J Madeira Beach Inc.	6,385,000	10	0.36%	4,715,000	5	0.50%
Investors Warranty of Amer Inc.				12,595,000	1	1.50%
919 Land Trust				6,582,818	2	0.80%
Pines Madeira LLC				6,054,884	4	0.70%
DAG Bros Inc.				3,802,860	8	0.40%
Musca Properties LLC				3,266,800	10	0.40%
Total taxable valuation of ten largest taxpayers	121,286,008		6.87%	55,602,525		6.50%
Total taxable valuation of other taxpayers	1,643,452,172		93.13%	805,414,637		93.50%
Total taxable valuation of all taxpayers	<u>\$ 1,764,738,180</u>		<u>100.00%</u>	<u>\$ 861,017,162</u>		<u>100.00%</u>

Source:  
Pinellas County Property Appraiser

**CITY OF MADEIRA BEACH, FLORIDA**  
**Schedule 8 - Property Tax Levies and Collections**  
**Last Ten Fiscal Years**

Fiscal Year	Tax Roll	Taxable Assessed Valuation	Tax Rate in Mills	Taxes Levied for the Fiscal Year <sup>1</sup>	Collected Within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
					Amount	Percentage of Levy		Amount	Percentage of Levy
2014	2013	861,017,162	1.7900	1,541,221	1,452,929	94.27%	39,998	1,492,927	96.87%
2015	2014	912,343,066	1.9900	1,815,563	1,718,260	94.64%	45,400	1,763,660	97.14%
2016	2015	986,793,392	2.2000	2,170,945	2,055,955	94.70%	332	2,056,287	94.72%
2017	2016	1,081,572,633	2.2000	2,379,460	2,255,465	94.79%	10,365	2,265,829	95.22%
2018	2017	1,168,535,705	2.2000	2,574,410	2,444,466	94.95%	38,708	2,483,174	96.46%
2019	2018	1,259,074,523	2.2000	2,770,173	2,607,444	94.13%	80,665	2,688,109	97.04%
2020	2019	1,330,552,557	2.7500	3,659,020	3,529,569	96.46%	4,119	3,533,688	96.57%
2021	2020	1,418,713,814	2.7500	3,901,464	3,700,818	94.86%	69,789	3,770,607	96.65%
2022	2021	1,555,767,607	2.7500	4,278,362	4,028,179	94.15%	106,226	4,134,405	96.64%
2023	2022	1,784,805,118	2.7500	4,908,215	4,642,054	94.58%	102,017	4,744,071	96.66%

Note:

1) Gross taxes before discounts of 1% - 4%, depending on month paid.

Source:

Pinellas County Tax Collector

**CITY OF MADEIRA BEACH, FLORIDA**  
**Schedule 9 - Ratios of Outstanding Debt by Type**  
**Last Ten Fiscal Years**

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<b>Governmental activities:</b>										
Capital Improvement Revenue Bonds, Series 2013	\$ 4,740,565	\$ 4,641,861	\$ 4,552,509	\$ 4,380,000	\$ 4,280,000	\$ 4,180,000	\$ 4,075,000	\$ 3,965,000	\$ 3,855,000	\$ 3,740,000
Interlocal Payments Revenue Bond, Series 2014	-	3,010,000	2,820,000	1,892,000	-	-	-	-	-	-
Infrastructure Sales Surtax Revenue Note, Series 2016	-	-	672,000	484,000	293,000	98,000	-	-	-	-
Capital Improvement Refunding Revenue Bond, Series 2018	-	-	-	-	1,297,000	983,908	665,908	337,908	-	-
Total governmental activities revenue bonds and notes	<u>4,740,565</u>	<u>7,651,861</u>	<u>8,044,509</u>	<u>6,756,000</u>	<u>5,870,000</u>	<u>5,261,908</u>	<u>4,740,908</u>	<u>4,302,908</u>	<u>3,855,000</u>	<u>3,740,000</u>
Capital lease obligations	-	-	-	-	-	109,520	86,785	63,884	114,189	73,770
Total governmental activities	<u>\$ 4,740,565</u>	<u>\$ 7,651,861</u>	<u>\$ 8,044,509</u>	<u>\$ 6,756,000</u>	<u>\$ 5,870,000</u>	<u>\$ 5,371,428</u>	<u>\$ 4,827,693</u>	<u>\$ 4,366,792</u>	<u>\$ 3,969,189</u>	<u>\$ 3,813,770</u>
<b>Business-type activities:</b>										
Stormwater System Revenue Bond, Series 2015	\$ -	\$ 6,200,000	\$ 5,856,000	\$ 5,504,000	\$ 5,142,000	\$ 4,771,000	\$ 4,390,000	\$ -	\$ -	\$ -
Capital Improvement Revenue Bond, Series 2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,063,000	\$ 15,063,000	\$ 14,509,000	\$ 13,938,000	\$ 13,349,000
Stormwater System Revenue Bond, Series 2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,031,000	\$ 3,613,000	\$ 3,188,000
Total business-type activities revenue bonds	<u>-</u>	<u>6,200,000</u>	<u>5,856,000</u>	<u>5,504,000</u>	<u>5,142,000</u>	<u>19,834,000</u>	<u>19,453,000</u>	<u>18,540,000</u>	<u>17,551,000</u>	<u>16,537,000</u>
Capital lease obligations	-	-	-	-	-	125,486	100,322	74,535	130,610	97,910
Total business-type activities	<u>\$ -</u>	<u>\$ 6,200,000</u>	<u>\$ 5,856,000</u>	<u>\$ 5,504,000</u>	<u>\$ 5,142,000</u>	<u>\$ 19,959,486</u>	<u>\$ 19,553,322</u>	<u>\$ 18,614,535</u>	<u>\$ 17,681,610</u>	<u>\$ 16,634,910</u>
<b>Total primary government outstanding debt</b>	<u><u>\$ 4,740,565</u></u>	<u><u>\$ 13,851,861</u></u>	<u><u>\$ 13,900,509</u></u>	<u><u>\$ 12,260,000</u></u>	<u><u>\$ 11,012,000</u></u>	<u><u>\$ 25,330,914</u></u>	<u><u>\$ 24,381,015</u></u>	<u><u>\$ 22,981,327</u></u>	<u><u>\$ 21,650,799</u></u>	<u><u>\$ 20,448,680</u></u>
Total outstanding debt as a percentage of personal income:	2.4%	7.4%	7.0%	5.6%	4.6%	9.9%	9.7%	9.1%	8.57%	8.01%
Total outstanding debt per capita:	\$ 104	\$ 326	\$ 316	\$ 259	\$ 216	\$ 464	\$ 452	\$ 415	\$ 391	\$ 315

**Note:**

The City of Madeira Beach is not subject to any legal limitations on the issuance of debt.

**CITY OF MADEIRA BEACH, FLORIDA**  
**Schedule 10 - Computation of Direct and Overlapping Governmental Debt**  
**September 30, 2023**

<u>Governmental Unit</u>	<u>Debt Outstanding</u>	<u>Percentage Applicable to City of Madeira Beach</u>	<u>Amount Applicable to City of Madeira Beach</u>
<b>City of Madeira Beach</b>			
Total direct debt	\$ 3,813,770	100%	\$ 3,813,770
<b>Pinellas County Government:</b>			
Pinellas County School Board			
Bonds and notes	\$ -		
Capital leases	110,718,401		
Pinellas County Governmental Activities			
Bonds and notes	2,099,669		
Capital leases	31,298,003		
Total overlapping debt	144,116,073	1.61%	2,320,910
Total direct and overlapping debt			\$ 6,134,680
Total direct and overlapping debt as a percentage of personal income:			2.40%
Total direct and overlapping debt per capita:			\$ 1,560.59

Note:

The City's share of overlapping debt is based on the ratio of the City's taxable value of \$1,784,805,118 to the County's taxable value of \$110,826,846,451 for the 2022 tax roll.

Sources:

Pinellas County Property Appraiser  
Pinellas County Finance Department  
Pinellas County School Board



**CITY OF MADEIRA BEACH, FLORIDA**  
**Schedule 11 - Pledged Revenue Coverage**  
**Last Ten Fiscal Years**

**Item 8A.**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Capital Improvement Revenue Bonds, Series 2013</b>										
Pledged revenue sources:										
Utility Services Taxes	\$ 753,102	\$ 722,007	\$ 741,662	\$ 751,504	\$ 774,744	\$ 832,997	\$ 851,419	\$ 902,158	\$ 944,250	\$ 1,026,165
Half Cent Sales Tax Revenue	248,444	260,470	272,519	274,044	284,094	288,236	299,744	320,977	354,885	328,971
Franchise Fee Revenue	493,538	527,771	494,963	489,758	527,177	568,966	547,080	572,480	626,343	677,844
Guaranteed Entitlement Revenue	174,090	174,090	174,090	158,715	159,793	161,844	161,507	165,005	174,167	176,981
Total pledged revenues	1,669,174	1,684,338	1,683,235	1,674,021	1,745,808	1,852,043	1,859,750	1,960,620	2,099,645	2,209,961
Debt service:										
Principal	-	100,000	90,000	95,000	100,000	100,000	105,000	105,000	110,000	115,000
Interest	91,807	209,013	206,163	203,388	199,113	196,112	193,112	191,538	186,525	182,950
Total debt service	91,807	309,013	296,163	298,388	299,113	296,112	298,112	296,538	296,525	297,950
Coverage ratio:	18.18	5.45	5.68	5.61	5.84	6.25	6.24	6.61	7.08	7.42
<b>Interlocal Payments Revenue Bond, Series 2014</b>										
Pledged revenue sources:										
Interlocal agreement	128,469	141,766	1,049,529	558,920	-	-	-	-	-	-
Total pledged revenues	128,469	141,766	1,049,529	558,920	-	-	-	-	-	-
Debt service:										
Principal	-	-	190,000	485,000	1,892,000	-	-	-	-	-
Interest	-	19,967	41,685	33,743	24,698	-	-	-	-	-
Total debt service	-	19,967	231,685	518,743	1,916,698	-	-	-	-	-
Coverage ratio:	-	7.10	4.53	1.08	-	-	-	-	-	-
<b>Stormwater System Revenue Bond, Series 2015</b>										
Pledged revenue sources:										
Stormwater drainage fees	337,303	671,303	691,348	688,304	686,399	685,920	678,652	-	-	-
Total pledged revenues	337,303	671,303	691,348	688,304	686,399	685,920	678,652	-	-	-
Debt service:										
Principal	-	-	344,000	352,000	362,000	371,000	381,000	-	-	-
Interest	-	20,965	160,380	151,646	142,478	133,074	123,569	-	-	-
Total debt service	-	20,965	504,380	503,646	504,478	504,074	504,569	-	-	-
Coverage ratio:	-	32.02	1.37	1.37	1.36	1.36	1.35	-	-	-
<b>Infrastructure Sales Surtax Revenue Note, Series 2016</b>										
Pledged revenue sources:										
Local Option Sales Tax	-	-	436,346	449,245	477,312	499,379	527,970	-	-	-
Total pledged revenues	-	-	436,346	449,245	477,312	499,379	527,970	-	-	-
Debt service:										
Principal	-	-	53,000	188,000	191,000	195,000	98,000	-	-	-
Interest	-	-	3,298	9,938	6,940	3,888	779	-	-	-
Total debt service	-	-	56,298	197,938	197,940	198,888	98,779	-	-	-
Coverage ratio:	-	-	7.75	2.27	2.41	2.51	5.34	-	-	-
<b>Capital Improvement Refunding Revenue Bond, Series 2018</b>										
Pledged revenue sources:										
Non-ad valorem revenues	-	-	-	-	-	345,121	344,845	344,348	343,399	-
Total pledged revenues	-	-	-	-	-	345,121	344,845	344,348	343,399	-
Debt service:										
Principal	-	-	-	-	-	312,000	318,000	328,000	337,908	-
Interest	-	-	-	-	-	32,029	26,845	16,348	5,491	-
Total debt service	-	-	-	-	-	344,029	344,845	344,348	343,399	-
Coverage ratio:	-	-	-	-	-	1.00	1.00	1.00	1.00	-
<b>Capital Improvement Revenue Bond, Series 2019</b>										
Pledged revenue sources:										
Non-ad valorem revenues	-	-	-	-	-	-	372,516	1,007,930	1,007,661	1,007,855
Total pledged revenues	-	-	-	-	-	-	372,516	1,007,930	1,007,661	1,007,855
Debt service:										
Principal	-	-	-	-	-	-	-	554,000	571,000	589,000
Interest	-	-	-	-	-	-	372,516	453,930	436,661	418,855
Total debt service	-	-	-	-	-	-	372,516	1,007,930	1,007,661	1,007,855
Coverage ratio:	-	-	-	-	-	-	1.00	1.00	1.00	1.00
<b>Stormwater System Revenue Bond, Series 2020</b>										
Pledged revenue sources:										
Non-ad valorem revenues	-	-	-	-	-	-	-	449,423	487,736	487,505
Total pledged revenues	-	-	-	-	-	-	-	449,423	487,736	487,505
Debt service:										
Principal	-	-	-	-	-	-	-	411,000	418,000	425,000
Interest	-	-	-	-	-	-	-	38,423	69,736	62,505
Total debt service	-	-	-	-	-	-	-	449,423	487,736	487,505
Coverage ratio:	-	-	-	-	-	-	-	1.00	1.00	1.00

The City of Madeira Beach had no outstanding debt prior to October 2013

The Bond Series 2018 was issued to refund the Series 2014 in FY18. The City has set aside funds to cover 100% of the future debt service for the Series 2018 Bond. There were no principal or interest debt service payments required in FY18.

The Bond Series 2019 was issued to finance roadway and stormwater improvements over multiple years beginning in FY20. There were no required debt service requirements in FY19.

The Bond Series 2020 was issued to refund the Series 2015 in FY21. There were no principal debt service payments required in FY21.

**CITY OF MADEIRA BEACH, FLORIDA**  
**Schedule 12 - Demographic and Economic Statistics**  
**Last Ten Fiscal Years**

<b>Fiscal Year</b>	<b>Population<sup>1</sup></b>	<b>Per Capita Personal Income<sup>1</sup></b>	<b>Personal Income</b>	<b>Median Age<sup>1</sup></b>	<b>Unemployment Rate<sup>2</sup></b>
2014	4,323	45,574	197,016,402	47.00	6.7%
2015	4,399	42,475	186,847,525	54.80	6.0%
2016	4,495	43,989	197,730,555	55.20	4.2%
2017	4,613	47,342	218,388,646	55.80	3.1%
2018	4,673	51,008	238,360,384	58.10	2.7%
2019	4,677	54,565	255,200,505	56.90	2.7%
2020	4,647	53,962	250,761,414	56.70	5.9%
2021	4,565	55,320	252,535,800	57.10	3.6%
2022	4,565	55,320	252,535,800	57.20	4.0%
2023	3,931	64,937	255,267,347	59.80	4.5%

**Sources:**

1) Prior to Fiscal Year 2015, data was compiled using the State of Florida Bureau of Economic and Business Research (BEBR) database. Fiscal Years 2015 and thereafter data is based on a comprehensive socioeconomic report conducted by the Pinellas County Economic Development Department.

2) Unemployment data is reported for Pinellas County rather than Madeira Beach

**CITY OF MADEIRA BEACH, FLORIDA**  
**Schedule 13 - Principal Employers**  
**Current Year and Nine Years Ago**

Employer	2023			2014		
	Number of Employees	Rank	Percentage of Total City Employment	Number of Employees	Rank	Percentage of Total City Employment
Publix (Supermarket)	160	1	9.41%	315	1	11.15%
Madeira Beach Elementary and Middle School	120	2	7.06%	150	3	5.31%
City of Madeira Beach (Municipality)	80	3	4.71%	54	6	1.91%
Friendly Fisherman (Restaurant)	60	4	3.53%	50	7	1.77%
Winn Dixie (Supermarket)	60	5	3.53%	280	2	9.92%
Slyce Madeira Beach LLC	60	6	3.53%			
Landrys Seafood House Arlington Inc	50	7	2.94%			
Pappa John's Pizza	50	8	2.94%			
Hooters (Restaurant)	50	9	2.94%	56	5	1.98%
Tranquil Shores	40	10	2.35%			
Bubba Gump Shrimp Co. (Restaurant)				100	4	3.54%
McDonald's (Restaurant)				49	8	1.74%
Begins Enterprise				39	9	1.38%
Daiquiri Deck (Restaurant)				35	10	1.24%
Total employment of ten largest employers	730		42.94%	1,128		39.94%
Total employment of other employers	970		57.06%	1,696		60.06%
Total employment of all employers	1,700		100.00%	2,824		100.00%

Source:

Pinellas County Economic Development

**CITY OF MADEIRA BEACH, FLORIDA**  
**Schedule 14 - Full-time Equivalent City Government Employees by Function**  
**Last Ten Fiscal Years**

<b>Function</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
General Government	15.00	18.50	18.50	18.70	19.20	22.20	22.65	22.75	21.75	28.44
Public Works:										
Administration	0.50	0.70	0.70	2.00	2.00	3.00	2.30	2.10	2.30	2.55
Streets	-	-	-	-	-	-	-	-	-	-
Sanitation	7.00	6.00	7.00	6.00	8.00	7.50	7.50	7.60	8.60	8.60
Stormwater	3.00	3.00	3.00	3.00	3.00	4.00	4.00	4.80	3.80	4.10
Public Safety:										
Fire:										
Firefighters and officers	13.00	13.00	13.00	13.00	14.00	14.00	14.00	14.00	14.00	14.00
Civilians	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking Enforcement	3.10	3.05	2.75	2.75	3.00	3.00	3.25	2.50	3.00	3.75
Parks and Recreation	9.20	11.10	9.50	12.00	12.00	11.25	12.25	11.75	13.25	14.00
Municipal Marina	3.60	3.60	4.35	4.35	4.35	4.35	5.05	5.00	4.00	4.63
<b>Total</b>	<b>55.40</b>	<b>59.95</b>	<b>59.80</b>	<b>62.80</b>	<b>66.55</b>	<b>70.30</b>	<b>72.00</b>	<b>71.50</b>	<b>71.70</b>	<b>81.07</b>

**CITY OF MADEIRA BEACH, FLORIDA**  
**Schedule 15 - Operating Indicators by Function**  
**Last Ten Fiscal Years**

<b>Function</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>General Government</b>										
Community Development:										
Building permits issued	769	781	950	979	1,068	1,033	941	1,090	908	1,065
Occupational licenses issued	566	796	953	884	863	778	813	835	960	963
<b>Public Safety</b>										
Law Enforcement <sup>1</sup> :										
Arrests made	371	569	540	316	175	162	332	527	470	318
Traffic citations issued	520	647	626	668	510	3,154	2,151	2,874	3,199	2,595
Fire Department:										
Emergency responses	1,875	1,903	1,715	1,805	1,195	1,729	1,818	1,965	1,841	1,978
Fires and other non-medical emergencies	410	480	464	448	242	430	475	552	570	582
Emergency medical calls	1,465	1,423	1,251	1,356	953	1,299	1,343	1,413	1,271	1,396
Fire inspections completed	299	313	108	15	120	167	112	110	221	384
Parking Enforcement:										
Parking citations issued	10,297	6,059	7,184	7,015	3,511	5,746	3,846	1,714	6,103	-

Note:

1) Law Enforcement services are provided by the Pinellas County Sheriff's Office.

**CITY OF MADEIRA BEACH, FLORIDA**  
**Schedule 16 - Capital Asset Statistics by Function**  
**Last Ten Fiscal Years**

<b>Function</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>Transportation:</b>										
Streets - paved (miles)	18.2	18.2	18.2	18.2	18.2	18.2	18.2	18.2	18.2	18.2
Streets - unpaved (miles)	-	-	-	-	-	-	-	-	-	-
Traffic signals	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
<b>Public safety:</b>										
Fire Stations	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Police Stations (1)	-	-	-	-	-	-	-	-	-	-
<b>Culture and recreation:</b>										
Parkland acreage	13.6	13.6	13.6	13.6	13.6	13.6	13.6	13.6	13.6	13.6
Playgrounds	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Athletic fields	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Tennis courts	4.0	4.0	4.0	4.0	2.0	2.0	2.0	2.0	2.0	2.0
Basketball courts	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Community center	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Marina	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Beach access areas	12.0	12.0	12.0	12.0	18.0	18.0	18.0	18.0	18.0	18.0
Picnic areas	5.0	5.0	5.0	5.0	7.0	7.0	7.0	6.0	6.0	6.0

Notes:

1) Law Enforcement services are provided by the Pinellas County Sheriff's Department. Deputies have a designated office within City Hall.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

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

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Madeira Beach, Florida (the City) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated March 25, 2024.

***Report on Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

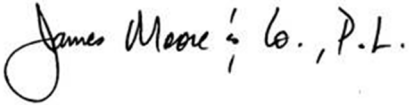
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

***Report on Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Daytona Beach, Florida  
March 25, 2024



**INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED  
BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA  
OFFICE OF THE AUDITOR GENERAL**

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

**Report on the Financial Statements**

We have audited the basic financial statements of City of Madeira Beach, Florida (the City), as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated March 25, 2024.

**Auditors' Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 25, 2024, should be considered in conjunction with this management letter.

**Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. The following summarizes the status of prior year findings and recommendations. There were no second preceding year findings that remain unresolved.

**2022-001 – Impact Fee Accounting** – Corrective action taken.

**2022-002 – Unexpended Balance – Building Permits** – Corrective action not taken. See 2023-001.

**Official Title and Legal Authority**

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority for the primary government and component units of the reporting entity is disclosed in Note 1 of the basic financial statements.

## Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and report the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific conditions met. In connection with our audit, we determined that the City, did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires us to address in the management letter any recommendations to improve financial management. In connection with our audit, see the following recommendations:

### **2023-001 – Unexpended Balance – Building Permits**

Section 553.80(7)(a) of Florida Statutes has been updated to limit the amount of unexpended building permit funds carried forward to future fiscal years to no more than the City's average operating budget for enforcing the Florida Building Code for the previous four (4) fiscal years. A local government must use any funds in excess of this limitation to rebate or reduce fees. The City's unexpended building permit funds at September 30, 2023, exceeded the City's average operating budget for enforcing the Florida Building Code for the previous four fiscal years by approximately \$342,000. The City should identify how it intends to reduce the amount of unexpected building code balances in order to comply with Section 553.80(7)(a) of Florida Statutes. Such action may require the City to modify subsequent fiscal year budgets.

## Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

## Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

## Management's Response to Findings

The City's response to the findings identified in our audit is outlined as listed in the table of contents. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, we express no opinion on it.

**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, Board of Commissioners, management, others within the City, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Daytona Beach, Florida  
March 25, 2024

*James Moore & Co., P.L.*



## INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT

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

We have examined the City of Madeira Beach, Florida's (the City) compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies* (the Statute), for the year ended September 30, 2023. The City's management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination. Our responsibility is to obtain reasonable assurance by evaluating the City's compliance with those requirements and performing other procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of our evaluation based on our examination.

Our examination was conducted in accordance with the attestation standards for a direct examination engagement established by the AICPA. Those standards require that we obtain reasonable assurance by evaluating whether the City complied with Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2023, and performing other procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of evaluation of the City's compliance based on our examination during the year ended September 30, 2023. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of risks of material noncompliance with those requirements, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent of City, and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our examination engagement.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.

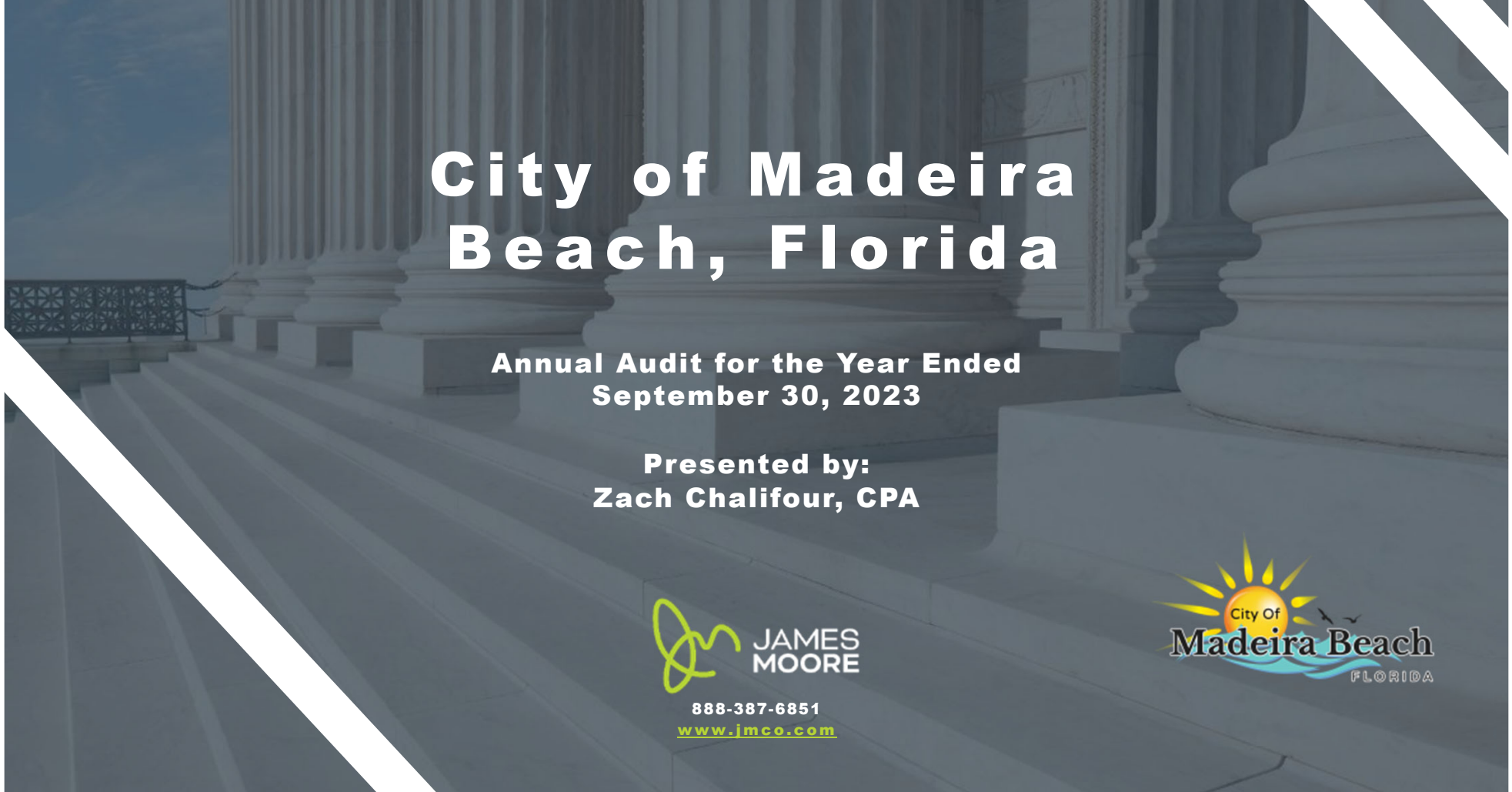
Daytona Beach, Florida  
March 25, 2024

*James Moore & Co., P.L.*

## Management's Response to Findings

### **2023-001 – Unexpended Balance – Building Permits**

Regarding the issue of unexpended carryforward within the Building Fund, Florida Statute 553.80(7)(a)(2) an allowable use of excess funds could be “to pay for the construction of a building or structure that houses a local government’s building code enforcement agency or the training programs for building officials, inspectors, or plans examiners associated with the enforcement of the Florida Building Code.” During the fiscal year 2024 budget process, the City will establish a multi-year capital improvement plan for the Building Fund, which will include a plan to maintain compliance with Section 553.80(7)(a), Florida Statutes.



# City of Madeira Beach, Florida

Annual Audit for the Year Ended  
September 30, 2023

Presented by:  
Zach Chalifour, CPA

 JAMES  
MOORE  
888-387-6851  
[www.jmco.com](http://www.jmco.com)



# GFOA Certificate of Achievement



Government Finance Officers Association

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Presented to

**City of Madeira Beach  
Florida**

For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

September 30, 2022

*Christopher P. Morill*  
Executive Director/CEO



# Auditors' Reports

- **Independent Auditors' Report (pages 9-11)**
  - Unmodified Opinion
- **Report on Internal Control and Compliance (pages 90-91)**
  - No internal control or compliance findings
- **Management Letter Required by Chapter 10.550 (pages 92-94)**
  - 1 other recommendation – Building Permit Fund
  - 1 prior year comment corrected
- **Independent Accountants' Examination Report (page 95)**
  - In compliance with specified investment statutes



# General Fund (Page 27)

## History of Fund Balance in the General Fund:

<u>Fund Balance</u>	<u>9/30/2023</u>	<u>9/30/2022</u>	<u>9/30/2021</u>	<u>9/30/2020</u>
Nonspendable	\$ 476,335	\$ 513,391	\$ 596,573	\$ 683,937
Restricted	145,172	32,169	-0-	-0-
Committed	4,114,376	3,457,560	3,164,189	3,250,494
Assigned	1,915,223	4,087,078	8,119	410,968
Unassigned	11,624,984	10,073,355	10,753,573	8,919,096
<b>Total</b>	<b>\$ 18,276,090</b>	<b>\$ 18,163,553</b>	<b>\$ 14,522,454</b>	<b>\$ 13,264,495</b>

## General Fund (continued)

Total Assigned/Unassigned Fund Balance	\$ 13,540,207
2022 Expenditures and Transfers Out	\$ 15,828,904
Percentage Assigned/Unassigned Fund Balance as % of Expenditures and Transfers out:	85.5%
Prior Year %	159%
GFOA Minimum Recommendation = 2 Months	At least 16.7%

## Business-Type Funds (Page 31)

### History of Unrestricted Net Position in Proprietary Funds:

Fund	9/30/2023	9/30/2022	9/30/2021	9/30/2020
Sanitation	\$ 1,449,862	\$ 1,328,112	\$ 1,022,636	\$ 1,100,660
Stormwater	486,464	73,754	1,355,249	2,618,208
Marina	2,568,505	1,777,689	1,174,610	794,607
Parking	1,112,448	-0-	-0-	-0-

## Other Items

- **Building Fund**
  - Fund Balance at 9/30/2023: \$1,191,018
  - Increase (Decrease) for year: \$41,334
- **Other Governmental Funds**
  - Fund Balance at 9/30/2023: \$5,527,581
  - Increase (Decrease) for year: \$2,306,436
  - No individual deficit fund balances
- **Pensions: Impact of Net Position Liability (FRS)**
  - **Governmental Activities**
    - \$2,907,866 net position liability (allocated from FRS)
  - **Business-type activities**
    - \$59,409 net pension liability allocation
  - **General / Government Funds**
    - No impact
    - All required contributions being made

# QUESTIONS

**EMS FINANCIAL INFORMATION ATTESTATION FORM**

**Instructions:**

In accordance with the ALS First Responder Agreement, funds provided by the EMS Authority must be used solely for EMS Allowable Costs. Any unspent balance at the conclusion of a fiscal year must be accounted for and returned to the EMS Authority.

The following form is provided for consistent cost reporting and shall be submitted within ten (10) business days of Contractor’s receipt of Annual External Audit.

**To be Completed by Contractor:**

City or Fire District (Contractor): City of Madeira Beach

Name of Person Completing Form: Andrew Laflin

Phone Number and Email Address: 727-391-9951 alafin@madeirabeachfl.gov

Fiscal Year: 2023

EMS Funding Received by Contractor	\$555,911	Audit Page: 71
EMS Allowable Costs Incurred by Contractor	\$650,745	Audit Page: 71
Difference (If excess, amount due to Pinellas County)	\$(94,834)	Audit Page: 71

**PLEASE INCLUDE A COPY OF ANNUAL AUDIT AND SUPPORTING DOCUMENTATION AS NEEDED.**

We certify that, based on our audit of the entity's financial statement for the fiscal year 2023, we have reviewed payroll registers, salary and benefit actual expenditures, actual relief staffing costs incurred to maintain continuous staffing of Authority authorized positions, and actual costs of supervision, fuel, maintenance and repairs and other allowable costs. Nothing has come to our attention related to the costs identified in the audit of the financial statements to contradict that those costs, in line 2 above, are related to EMS Authorized positions and units and comply with the EMS Allowable Cost Standards contained in Pinellas County EMS Resolution 09-38.

James Moore & Co., P.L.

Signature and Date, Contractor’s External Auditor



**MINUTES**  
**BOARD OF COMMISSIONERS**  
**REGULAR MEETING**  
**MARCH 13, 2024**  
**2:00 P.M.**

The City of Madeira Beach Board of Commissioners held a regular meeting at 2:00 p.m. on March 13, 2024, 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**

Attorney Trask requested to add the Easement Agreement for Condo A Company, LLC as Item 12 E. under Contracts/Agreements.

Commissioner Tagliarini requested Item 10 C. be moved to Item 10 A.

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

ROLL CALL:

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

The motion carried 5-0.

**5. PROCLAMATIONS**

There were no proclamations.

**6. PRESENTATIONS**

**A. TI/MB Chamber of Commerce 2023 Community Partner of the Year**

City Manager Robin Gomez presented the 2023 Community Partner of the Year award to the Madeira Beach Recreation Department.

**7. PUBLIC COMMENT**

Helen “Happy” Price, 13319 Boca Ciega Ave., gave an update on the Gulf Beaches Public Library and the recent fund raising event.

Chuck Dillon, 529 Lillian Drive, recommended changing the parking at Tom and Kitty Stuart Park to include two resident parking spots, two motorcycle/golf cart parking spots, and one handicap spot. It would increase three pay spots.

Tom Edwards, District One, thanked the City for the great job done on the Gulf Lane paving project. He suggested painting the curb and some parking bumpers.

**8. APPROVAL OF MINUTES**

**A. 2024-02-14, BOC Regular Meeting Minutes**

**B. 2024-02-28, BOC Special Meeting Minutes**

**C. 2024-02-28, BOC Regular Workshop Meeting Minutes**

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

ROLL CALL:



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

The motion carried 5-0.

**9. CONSENT AGENDA**

**10. PUBLIC HEARINGS**

**A. Ordinance 2023-01, John’s Pass Village Activity Center Plan – 2nd Reading and Public Hearing**

The item was moved from 10 C.

City Attorney Tom Trask read Ordinance 2023-01 by title only and said it requires a supermajority or four-fifths vote to pass:

**ORDINANCE 2023-01**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE MADEIRA BEACH JOHN’S PASS VILLAGE ACTIVITY CENTER PLAN; PROVIDING FOR AN INTRODUCTORY STATEMENT OF PLAN PURPOSE AND OVERVIEW; PROVIDING FOR BACKGROUND HISTORY AND COMMUNITY ENGAGEMENT; PROVIDING FOR THE PLAN AREA, EXISTING AND PROPOSED USES AND DENSITY/INTENSITY STANDARDS, AND DISTINCT CHARACTER DISTRICTS; PROVIDING FOR TRANSPORTATION IMPACTS AND CONNECTIVITY; PROVIDING FOR COASTAL HIGH HAZARD AREA CONSIDERATIONS; PROVIDING FOR PLANNING AND URBAN DESIGN PRINCIPLES; PROVIDING FOR IMPLEMENTATION STRATEGIES; PROVIDING FOR TRANSMITTAL TO, AND CONSIDERATION BY, FORWARD PINELLAS AND THE COUNTYWIDE PLANNING AUTHORITY; PROVIDING FOR TRANSMITTAL TO THE FLORIDA STATE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THEIR REVIEW AND COMMENT; PROVIDING FOR THE FILING OF THIS AMENDMENT IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Rostek opened to public comment.

Paul Tilka, North Bayshore Drive, said research showed that the number of people per square mile in Madeira Beach exceeds the Pinellas County average. He did not see how they could accommodate any more large development projects. He suggested a neighborhood meeting so all residents would have an opportunity to attend.

Cristina Ponte, 14093 North Bayshore Drive, said after reviewing videos and information, the question of what it would do to the population density was not answered. She was concerned that it would almost double what could be done in John's Pass Village.

Happy Price, 13319 Boca Ciega Ave., said it has been going on for a while, and the County Commissioners approved it. She trusted the Commission and Planning Department would make the right decision to rebuild John's Pass Village the way it is if something happened. She was concerned they would lose the largest free tourist attraction on the west coast of Florida. It needs to be changed.

Katie Bowman, 701 Sunset Cove, said it would be great if it could help rebuild John's Pass Village as it is if a disaster occurred. She would like to see them lower the numbers.

Tom Edwards, District One, felt the Activity Center should be concentrated within the businesses that are there.

Jerry Cantrell, 13322 First Street East, said they need to address the ability to rebuild. They can identify four buildings that cannot be rebuilt.

Doug Andrews, a Madeira Beach business owner, said they should listen to the recommendations of staff and expert consultants, not to people who are not experts. It is a designation that the County Commissioners agree with.

Bill Karns, a business owner, said if it does not pass, it could not be rebuilt. The area needs to be protected. The purpose of the Activity Center is to allow the property owners to rebuild and maintain the quaintness of the village.

Chuck Dillon, 529 Lillian Drive, believed everyone is afraid of big construction. If anything would change, it will go before the Planning Commission and the Board of Commissioners for approval.

Jeff Beggins, 429 Boca Ciega Drive District One and property owner in John's Pass Village, thought staff did a phenomenal job on it and urged the Commission to pass it.

Kathy Collier, 13145 Third Street East, said extending the Activity Center to 133<sup>rd</sup> Ave. makes her nervous. She did not understand why it would go that far if it was about John's Pass being able to rebuild if there was a disaster.

Community Development Director Jenny Rowan gave a PowerPoint presentation on the Activity Center Plan and Ordinance 2023-02, which would change the Future Land Use Map. It is the final action of the Board to adopt the two ordinances. She, Andrew Morris, Long Range Planner, and Marci Forbes, Community Development Engineer, responded to questions and comments from the Board.

- In 2001, when the Duany plan was created, it was shown as a Neighborhood Center. It has been reduced to the Transitional Area, which it currently is.

- With planned development, you would need a development agreement. But with a development agreement, you would not need planned development. The minimum standards are within the development agreement.
- If it does not pass, there would be a limit to units per acre if someone went through planned development because the standards were inconsistent.
- The proposed is less than the county’s maximum standards for the Alternative Temporary Lodging Use Standards. What is proposed is 60% of what the county would by right approve. The lots in John’s Pass Village are very small.
- It gives more control over design and negotiation. Because parking is included in the Floor Area Ratio (FAR), it can limit the number of rooms a hotel can have.
- Commissioner Tagliarini suggested an amendment to two areas of the plan: lowering the bonus maximums at the Commercial Core and John’s Pass Resort Character Districts to 75.
- If the Commercial Core stays at 100 Units per Acre (UPA), a developer would have to meet the 3.0 FAR, which would include parking. It would be a balanced give and take. The Board would have the opportunity to structure things more when they start looking at the zoning requirements.
- Andrew Morris, Long Range Planner, suggested two options for a compromise. One would be to split the difference and average 70 and 100 UPA and make it the max, which would be 87.5. The second option would be to cap it at 75 UPA for over an acre of land and allow up to the 3.0 FAR to retain the structured parking and ground floor retail. It would be better to compromise, reduce the density, and pass it with the necessary votes than to lose everything, and nothing would be fixed.

Commissioner Tagliarini motioned to amend Ordinance 2023-01 to lower the bonus maximum in the Commercial Core from 100 to 87 UPA and the John’s Pass Resort from 100 to 75 UPA after 2<sup>nd</sup> 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	"NO"

The motion carried 4-1.

**B. Ordinance 2023-02, Amending FLUM to add John’s Pass Village Activity Center – 2nd Reading and Public Hearing**

City Attorney Tom Trask read Ordinance 2023-02 by title only:

**ORDINANCE 2023-02**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FUTURE LAND USE MAP DESIGNATION OF THE CITY’S COMPREHENSIVE PLAN FROM COMMERCIAL GENERAL, RECREATION/OPEN SPACE, RESIDENTIAL MEDIUM, RESIDENTIAL/OFFICE/RETAIL, AND RESORT FACILITIES MEDIUM TO ACTIVITY CENTER FOR THE AREA AS SET FORTH IN THE ACCOMPANYING LEGAL DESCRIPTION IN EXHIBIT A ATTACHED HERETO AND HEREBY MADE A PART OF THIS ORDINANCE; PROVIDING FOR FUTURE REVITALIZATION AND DEVELOPMENT WITHIN THE ACTIVITY CENTER CATEGORY TO BE CONSISTENT WITH AND PURSUANT TO THE PROCEDURES, GUIDELINES AND STANDARDS OF THE JOHN’S PASS VILLAGE ACTIVITY CENTER PLAN AS ADOPTED BY ORDINANCE 2023-01, AND AS SUCH PLAN MAY BE IMPLEMENTED AND ADMINISTERED THROUGH THE ADOPTION OF A JOHN’S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT(S); PROVIDING FOR TRANSMITTAL TO AND CONSIDERATION BY FORWARD PINELLAS AND THE COUNTYWIDE PLANNING AUTHORITY FOR A CORRESPONDING AMENDMENT OF THE COUNTYWIDE FUTURE LAND USE MAP TO THE COUNTYWIDE PLAN CATEGORY OF ACTIVITY CENTER (NEIGHBORHOOD CENTER); PROVIDING FOR TRANSMITTAL TO THE FLORIDA STATE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THEIR REVIEW AND COMMENT; PROVIDING FOR THE FILING OF THIS AMENDMENT TO THE CITY FUTURE LAND USE MAP IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Rostek opened to public comment.

Cristina Ponte, North Bayshore Drive, said she is disappointed that her question was not answered. She asked which building in John’s Pass Village could not be rebuilt. Most of the buildings in the John’s Pass Resort area are currently at 30-40 UPA, and now they are allowing by right 60 UPA. It doubled.

Commissioner Tagliarini motioned to approve Ordinance 2024-02, Amending FLUM to add John’s Pass Village Activity Center, after 2<sup>nd</sup> Reading and Public Hearing. Commissioner Brooks seconded the motion.

ROLL CALL:

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

The motion carried 4-1.

**C. Ordinance 2024-02, Open Accessory Structures – 1st Reading & Public Hearing**

Mayor Rostek suggested they postpone the item to a workshop meeting since there have been significant changes.

Vice Mayor Kerr motioned to postpone the 1st Reading and Public Hearing of Ordinance 2024-02 to the April 10, 2024, BOC regular meeting and discuss it at the March 27, 2024, BOC workshop meeting. Commissioner McGeehen seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**D. Ordinance 2023-01, John’s Pass Village Activity Center Plan – 2nd Reading and Public Hearing**

The item was moved to 10 A.

**E. Ordinance 2024-03, An Ordinance adopting a code provision regarding parking meter overtime and failure to pay provisions – 2nd Reading and Public Hearing**

City Attorney Tom Trask read Ordinance 2024-03 by title only:

**ORDINANCE 2024-03**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING SECTION 66-70 TO PROVIDE DUTIES OF VEHICLE OPERATORS TO ACTUATE PARKING METERS AND AMENDING SECTION 66-72 TO PROVIDE FOR ADDITIONAL LIMITATIONS ON PARKING IN CITY PARKING LOTS AND BEACH ACCESS EASEMENTS IN CHAPTER 66 (TRAFFIC AND VEHICLES) OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT; PROVIDING**

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

The City Manager said it is to clarify and add language to the parking process.

Mayor Rostek opened to public comment.

Tom Edwards, District One, said the ordinance conflicts with Section 66-66, which needs to be corrected. The City Attorney said if there is a conflict, it can be corrected by an ordinance. Mr. Edwards suggested they put a specific maximum length of a vehicle that could occupy a parking space. He suggested adding a specific length that a vehicle should be from a flashing signal, stop sign, or traffic control device located on the side of the roadway. He suggested erecting signs that read "No Parking 11:00 p.m. to 7:00 a.m." at the beach accesses near residences.

The City Manager responded to Mr. Edwards' comments:

- A vehicle could be ticketed every hour but must be removed after two hours if ticketed.
- The time the lots will not be enforced will remain from 12:00 a.m. to 6:00 a.m.
- It is posted that vehicles over 18 feet long cannot be parked in a parking spot.
- Putting a specific distance a vehicle should be from a stop sign would get too complicated. Visibility is only an issue in certain neighborhoods, and it is due to people's landscaping.

The consensus of the Board was to adopt the ordinance and revisit neighborhood parking procedures at a future workshop.

Commissioner Tagliarini motioned to adopt Ordinance 2024-03, an ordinance adopting a code provision regarding parking meter overtime and failure to pay provisions, after 2<sup>nd</sup> Reading and Public Hearing. Commissioner McGeehen seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**11. UNFINISHED BUSINESS**

**12. CONTRACTS/AGREEMENTS**

**A. Code Enforcement/Satellite Office**

The City Manager explained the item and recommended the Commission approve entering into an agreement with Mali Contracting Corporation. The budget was estimated at \$260,000, and the bid amount was \$219,683.

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

Mayor Rostek asked if they researched the Florida Department of Business and Professional Regulation website. The City Manager said yes.

Commissioner Tagliarini motioned to allow staff to negotiate an agreement with Mali Corp. to construct the code enforcement office space. Commissioner Brooks seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

**B. Approve Agreement with Network People for Security Focused Information Technology Support and Consulting Services**

The City Manager said it is the proposed final five-year agreement.

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

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

- The City has been using different software in different departments for different functions, and Network People has been very supportive of working with the different vendors.
- The City has been content and would like to continue working with Network People.

Commissioner Brooks motioned to approve the contract with Network People for Security Focused Information Technology Support and Consulting Services. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Brooks	"YES"
Commissioner McGeehen	"YES"

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

The motion carried 5-0.

**C. RFQ 23-12, Planning Services to Create and Implement a New City Master Plan**

Director Rowan explained the item and recommended proceeding with a Master Plan with Kimley-Horn.

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

Commissioner Tagliarini motioned to proceed with Kimley-Horn for RFQ 23-12, Planning Services to create and implement a New City Master Plan. Vice Mayor Kerr seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**D. ADA Bus Purchase**

The City Manager requested approval to proceed with the purchase of the 2023 Starcraft Allstar XL bus. \$200,000 was budgeted in the FY 2024 budget. The 2017 bus would be traded in for approximately \$34,350. The total contract price would be \$184,342. They have not located a specific grant, but continue to search.

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

Commissioner Brooks motioned to approve the purchase of an ADA bus. 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.

**E. Easement Agreement for Condo A Company, LLC**

The item was added to the Agenda.

City Attorney Tom Trask said in 2017, the City entered into a development agreement with Madeira Beach Town Center, LLC, to develop about 6.6 acres within the Town Center special area plan. The project would be developed in phases; each phase would be established by parcels, and each parcel would be conveyed to a successor entity. One of the parcels is owned by Condo A Company, LLC, which is almost complete. The developer is obligated to provide the City with a public use pedestrian access easement for a ten-foot wide sidewalk. The property owner would be responsible for maintaining the sidewalk. He asked the Board for their approval.

The City Attorney responded to questions and comments from the Board.

- The easement is ten feet wide beginning at Condo B on 150<sup>th</sup> Ave. to the bridge.
- The Dockmaster Building and the Marina easements would not be required until construction was complete.

Commissioner Brooks motioned to approve the easement agreement for Condo A Company, LLC. Vice Mayor Kerr seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**13. NEW BUSINESS**

**A. Resolution 2024-01, Statewide Mutual Aid Agreement – 2023**

City Attorney Tom Trask read Resolution 2024-01 by title only:

**RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A STATEWIDE MUTUAL**

**AID AGREEMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Fire Chief Clint Belk said it would allow the City to receive and give support and assistance after any disaster.

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

Commissioner Tagliarini motioned to adopt Resolution 2024-01, Statewide Mutual Aid Agreement 2023. 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.

**14. STAFF REPORTS**

There were no staff member reports.

**15. AGENDA SETTING – March 27, 2024 BOC Regular Workshop Meeting**

- A. JPV Zoning**
- B. CRS and LMS**
- C. Master Plan**
- D. Board of Commissioners Policy Handbook – Review for changes**
- E. RFP 2024-02 City Facility Cleaning Services bid discussion**
- F. RFP 2023-14 Coastal Groin Restoration bid discussion**

Items added to the workshop agenda:

- 1. Residential Parking discussion
- 2. Ordinance 2024-02, Open Accessory Structures
- 3. Ordinance 2024-04, Special Magistrate Provisions Relating to Code Enforcement
- 4. Ordinance 2024-06, Special Magistrate Provisions Relating to Variances and Special Exceptions

- 5. Special Magistrate Agreement Approval
- 6. Ordinance 2024-05, Amend Fees and Collections Procedure Manual
- 7. Bicentennial Park – Added to the April workshop meeting

**16. REPORTS/CORRESPONDENCE**

**A. Board of Commissioners**

The Board of Commissioners had no report.

**B. City Attorney**

The City Attorney had no report.

**C. City Clerk’s Report – March 2024**

The City Clerk reminded everyone of the election on Tuesday, March 19<sup>th</sup> and gave an overview of her March 2024 report.

**D. City Manager’s Reports – February 2024**

The City Manager reviewed the City Manager’s Report for February 2024 and said he would email it to the Board by Friday.

**17. ADJOURNMENT**

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

ATTEST:

\_\_\_\_\_  
James “Jim” Rostek, Mayor

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



**MINUTES**

**BOARD OF COMMISSIONERS  
SPECIAL MEETING  
MARCH 27, 2024  
5:30 p.m.**

The City of Madeira Beach Board of Commissioners held a special meeting at 5:30 p.m. on March 27, 2024, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

**MEMBERS PRESENT:** 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:** James “Jim” Rostek, Mayor

**CITY STAFF PRESENT:** Robin Gomez, City Manager  
Clara VanBlargan, City Clerk  
Thomas Trask, City Attorney

**1. CALL TO ORDER**

Vice Mayor Kerr called the meeting to order at 5:30 p.m.

**2. ROLL CALL**

City Clerk Clara VanBlargan called the roll. Mayor Rostek was absent.

**3. PUBLIC COMMENT**

There were no public comments.

**4. REPORTING THE UNOFFICIAL RESULTS OF THE MARCH 19, 2024 MUNICIPAL ELECTION – CITY OF MADEIRA BEACH CHARTER AMENDMENT**

**A. March 19, 2024 Municipal Election Results – City of Madeira Beach Charter Amendment**

City Clerk Clara VanBlargan read the March 19, 2024, Unofficial Municipal Election Results from the Pinellas County Canvassing Board and announced that the Charter Amendment on the ballot did not pass by the voters. The Pinellas County Canvassing Board will meet on Friday, March 29, 2024, to certify the results. The official results will be reported at the April 10<sup>th</sup> regular meeting.

**Unofficial Municipal Election Results – City of Madeira Beach**

For City of Madeira Beach, Proposed Charter Amendment

- City of Madeira Beach Charter Amendment

**To change the Candidate Qualifying Period to the first full week in December instead of the first two full weeks in December**

This charter amendment would shorten the length of the Qualifying Period. Should the Charter be amended?

YES 236 votes  
 NO 429 votes

**5. INDUCTION INTO OFFICE – NEWLY ELECTED MEMBERS OF THE BOARD OF COMMISSIONERS**

**A. Commissioner District 1 – David Tagliarini**

City Clerk Clara VanBlargan administered the Oath of Office to District 1 Commissioner David Tagliarini.

**B. Commissioner District 2 – Ray Kerr**

City Clerk Clara VanBlargan administered the Oath of Office to District 2 Commissioner Ray Kerr.

**6. ROLL CALL**

City Clerk Clara VanBlargan called the roll of the Board of Commissioners. Mayor Rostek was not present at the meeting.

Roll Call:

- Commissioner Tagliarini
- Commissioner Ray Kerr
- Commissioner Eddie McGeehen
- Commissioner Anne-Marie Brooks

**7. ADJOURNMENT**

The meeting was adjourned at 5:39 p.m.

\_\_\_\_\_  
James “Jim” Rostek, Mayor

ATTEST:

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

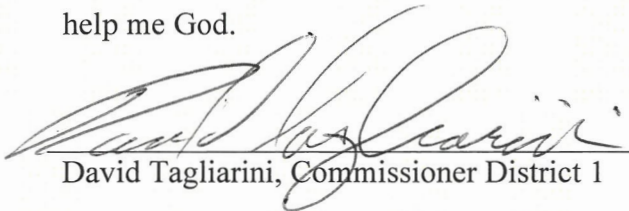
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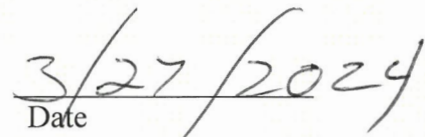


**THE CITY OF MADEIRA BEACH, FLORIDA  
BOARD OF COMMISSIONERS**

**OATH OF OFFICE**


“I, **David Tagliarini**, do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida, the City Charter, City Codes, and Policies and Procedures of the City of Madeira Beach and the Board of Commissioners, and that I am duly qualified to hold office under the Constitution of the state; and that I will well and faithfully perform the duties of **Commissioner District 1**, upon which I am now about to enter. So help me God.

  
\_\_\_\_\_  
David Tagliarini, Commissioner District 1

  
\_\_\_\_\_  
Date

**STATE OF FLORIDA  
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March 2024.

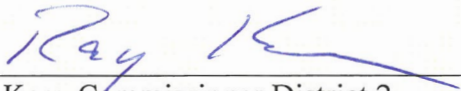
  
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Clara VanBlargan, MMC, MSM, City Clerk

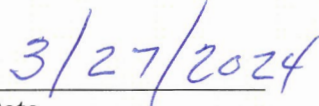


**THE CITY OF MADEIRA BEACH, FLORIDA  
BOARD OF COMMISSIONERS**

**OATH OF OFFICE**


“I, **Ray Kerr**, do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida, the City Charter, City Codes, and Policies and Procedures of the City of Madeira Beach and the Board of Commissioners, and that I am duly qualified to hold office under the Constitution of the state; and that I will well and faithfully perform the duties of **Commissioner District 2**, upon which I am now about to enter. So help me God.

  
\_\_\_\_\_  
Ray Kerr, Commissioner District 2

  
\_\_\_\_\_  
Date

**STATE OF FLORIDA  
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March 2024.

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





**MINUTES**

**BOARD OF COMMISSIONERS  
REGULAR WORKSHOP MEETING  
MARCH 27, 2024  
6:00 P.M.**

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 6:00 p.m. on March 27, 2024, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

**MEMBERS PRESENT:** 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:** James "Jim" Rostek, Mayor

**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**

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

**2. ROLL CALL**

City Clerk Clara VanBlargan called the roll. Mayor Rostek was absent.

**3. PRESENTATIONS**

**4. PUBLIC COMMENT**

There were no public comments.

**5. BOARD OF COMMISSIONERS**

**A. Board of Commissioners Policy Handbook – Review for Changes**

City Manager Robin Gomez said the Commission has ninety days to adopt the handbook. Any changes to the current manual will be voted on at the April 10<sup>th</sup> regular meeting. The following changes were made:

## Article II., 4. Order of Business for BOC Regular Meetings, pp. 15-20

- There will be a separate category for Approval of the Minutes, which requires a majority vote to approve the meeting minutes of previous meetings. (pp. 15 & 17)

**7. Approval of Minutes. A majority vote required to approve the minutes of the previous meetings.**

~~7~~ **8. Consent Agenda.** The Consent Agenda shall be used to handle routine matters on the agenda expeditiously. Examples of Consent Agenda items are **minutes**, waivers for special events, bid or purchase awards for equipment, goods or services already approved within the budget, invoices, and budget transfers. There is no separate discussion of these items unless a Commission member requests an item be removed for consideration in its normal sequence on the agenda. Members of the public do not have discretion to remove items from the Consent Agenda, yet the Mayor, as Presiding Officer, may acknowledge any such request and remove an item on their behalf. The approval of the Consent Agenda shall be handled in one motion, i.e. "I move that the Consent Agenda, (items "x" through "z") be approved; or if items are to be removed, a typical motion might be, "I move that we approve Consent Agenda items "x" through "z" with the exception of item "y" for discussion."

- Remove the Staff Report category. (pp. 15 & 18)

~~13~~ **Staff Reports. Non-workshop items.** This section is set aside for staff reports regarding items such as monthly financial reports, special event updates, project updates, governmental and non-governmental project updates, and other updates on matters that do not get workshopped. Each staff report is limited to five (5) minutes.

- Add "...and the organization or group you represent." to the Public Comment item on the agenda. The City Attorney said there is no legal requirement for a person to give their name or address. (pp. 16 & 17)

**Manner of Addressing the Board of Commissioners.** Each person addressing the Board of Commissioners shall step up to the microphone, **give his or her name and address and the organization or group they represent**, if any, in an audible tone of voice for the record and shall limit their address to five (5) minutes unless extended by the Mayor, more time may be granted to applicants and affected persons with legal standing in quasi-judicial hearings. Yielding of time for an additional five-minute period is allowed. If no time is yielded, the person speaking can ask for additional time to speak. If the additional time is appropriate, the Presiding Officer can offer the Commissioners the opportunity to consent to an extension.

- The Board received clarification that an item can be added to the agenda at any meeting. The City Clerk said it has been advised to postpone discussion on any item added that might be controversial to another meeting.

**2024 GOVERNMENT-IN-THE-SUNSHINE MANUAL, P. 40)**

D. NOTICE AND PROCEDURES 1. Agenda The Sunshine Law does not mandate that an agency provide notice of each item to be discussed via a published agenda although the Attorney General's Office has recommended the publication of an agenda, if available. The courts have rejected such a requirement because it could effectively preclude access to meetings by members of the general public who wish to bring specific issues before a governmental body. See *Hough v. Stembridge*, 278 So. 2d 288 (Fla. 3d DCA 1973); and *Yarbrough v. Young*, 462 So. 2d 515 (Fla. 1st DCA 1985) (posted agenda unnecessary and public body not required to postpone meeting due to inaccurate press report which was not part of the public body's official notice efforts).

Thus, the Sunshine Law does not require boards to consider only those matters on a published agenda. “[W]hether to impose a requirement that restricts every relevant commission or board from considering matters not on an agenda is a policy decision to be made by the legislature.” *Law and Information Services, Inc. v. City of Riviera Beach*, 670 So. 2d 1014, 1016 (Fla. 4th DCA 1996). And see *Grapski v. City of Alachua*, 31 So. 3d 193 (Fla. 1st DCA 2010), review denied, 47 So. 3d 1288 (Fla. 2010) (Sunshine Law does not prohibit use of consent agenda procedure).

Even though the Sunshine Law does not prohibit a board from adding topics to the agenda of a regularly noticed meeting, the Attorney General’s Office **has advised boards to postpone formal action on any added items that are controversial**. See AGO 03-53, stating that “[i]n the spirit of the Sunshine Law, the city commission should be sensitive to the community’s concerns that it be allowed advance notice and, therefore, meaningful participation on controversial issues coming before the commission.” While the Sunshine Law requires notice of meetings, not of the individual items which may be considered at that meeting, other statutes, codes, or ordinances may impose such a requirement and agencies subject to those provisions must follow them. See Inf. Op. to Mattimore, February 6, 1996.

For example, s. 120.525(2), F.S., requires that agencies subject to the Administrative Procedure Act must prepare an agenda in time to ensure that a copy may be received at least 7 days before the event by any person in the state who requests a copy and who pays the reasonable cost of the copy. The agenda, along with any meeting materials available in electronic form excluding confidential and exempt information, shall be published on the agency’s website. *Id.* After the agenda has been made available, changes may be made only for good cause. *Id.*

Similarly, special districts are required to post certain information on the district’s official website, including: “[a]t least 7 days before each meeting or workshop, the agenda of the event.” Section 189.069(2)(a)15., F.S. The information must remain on the website for at least 1 year after the event. *Id.*

- Roll call on a vote will be rotated to include the Mayor. Vice Mayor Kerr asked the City Clerk to see if it is documented that the Mayor should be last on the roll call.

Vice Mayor Kerr asked to discuss the 2024 meeting calendar at the April workshop meeting.

## 6. CITY ATTORNEY

### A. Engagement Letter to Serve as Special Magistrate for the City of Madeira Beach

City Attorney Tom Trask said Bart Valdez had been the Special Magistrate for the City since 2016 at the rate of \$190 per hour, with a rate of \$55 per hour for paralegal work. After reviewing the Code Enforcement section of the Code, the Special Magistrate needs to be appointed every year. He asked the Board to consider appointing Mr. Valdez as the City’s Special Magistrate for the next year. Mr. Valdez would like to continue at the current rate of \$190 per hour. The Engagement Letter will be on the agenda for the next regular meeting for approval.

Vice Mayor Kerr opened to public comment. There were no public comments.

The consensus of the Board was to move forward with it.

### B. Ordinance 2024-04, Special Magistrate – Code Enforcement

The City Attorney said there were sections approved in the Florida Statutes that were not adopted in the Code. The ordinance would add the following to the Code:

- Language about anonymous complaints under Section 2-375. The City could not take action on anonymous complaints.
- Section 2-375 ( e) states that a seller would be required to disclose, in writing, any pending code enforcement action to a buyer.
- The reference “Code Inspector” was changed to “Code Enforcement Officer.”
- The language of “City Commissioners” was changed to “Board of Commissioners.”
- Language that states the compensation to be paid to the Special Magistrate would be determined by the City Manager subject to the Board’s approval.
- There would be some changes to the numbering system in the Code.
- Language in Section 2-378 to make it clear that the City is not obligated to continue to make repairs to properties that are not in compliance.

Vice Mayor Kerr opened to public comment. There were no public comments.

The consensus of the Board was to move forward with it.

**C. Ordinance 2024-06, Special Magistrate – Approval Process for Compensation Rate**

The City Attorney said he needed to change the language in the variance portion of the Code regarding the Special Magistrate’s compensation rate. It would be determined by the City Manager subject to the Board’s consent.

Vice Mayor Kerr opened to public comment. There were no public comments.

The consensus of the Board was to move forward with it.

**7. COMMUNITY DEVELOPMENT**

**A. Kimley-Horn Madeira Beach Master Plan Scope of Services Draft**

Community Development Director Jenny Rowan explained the item. She responded to questions and comments from the Board.

- Kimley-Horn will focus on review of the zoning districts along the east side of Gulf Boulevard instead of the character districts.
- They would follow urban design architecture guidelines.

- The City Manager suggested including Marine or Marina in Parks and Open Space in Task 5, Plan Development.

Vice Mayor Kerr opened to public comment. There were no public comments.

The consensus of the Board was to move forward with it.

### **B. Local Mitigation Strategy (LMS) and Community Rating System (CRS) Update**

Director Rowan said it is an annual update. Madeira Beach is a Class 7 in the Community Rating System (CRS). The Local Mitigation Strategy (LMS) is a countywide hazard mitigation plan. The LMS is a plan developed to reduce or eliminate the risks associated with natural and man-made hazards. Without an approved LMS, the City would not be able to apply for various Federal Hazard Mitigation Grants. The current LMS serves as the City's Flood Plane Management Plan. The LMS will be updated in 2025, and they have already started the process.

Vice Mayor Kerr opened to public comment. There were no public comments.

### **C. Ordinance 2024-02, Open Accessory Structures**

Vice Mayor Kerr said the Mayor requested that the item be postponed until the next workshop meeting. The Board consented.

### **D. John's Pass Village Activity Zoning Workshops**

Director Rowan said now that John's Pass Village is an Activity Center, they will focus on the zoning. They have started to hold zoning workshops and plan on having two more on April 18<sup>th</sup> from 10:00 a.m. to 12:00 p.m. and April 20<sup>th</sup> from 1:00 p.m. to 3:00 p.m. They wanted to start discussing heights and setbacks. She responded to questions and comments from the Board.

- The workshop meetings should be held at a time that is most convenient for the majority of residents to attend. Director Rowan said she will add another workshop on April 13<sup>th</sup> from 10:00 a.m. to noon.
- A notice of the upcoming workshops will be sent to every residence in the City.
- The proposed height in the Commercial Core is 60 feet. However, the highest location on the ground is 61 feet. Director Rowan confirmed it was the parking garage. Something as big as the parking garage could be built in the Commercial Core. Andrew Morris, Long Range Planner, said anything being built in the Commercial Core would not be built over the right-of-way; it would have to be two separate buildings on two different lots. The Code states that certain architectural details on buildings can go slightly above the height of the building because it is not usable space.
- Staff will provide visuals of side profiles of existing buildings as a resource for height.

- The proposed height of 60 feet in the Transitional Character District would require an acre of land, so additional setbacks would be required.
- Commissioner Brooks said she would like to see them provide visual examples of what the existing nonconforming buildings look like, why they are proposing the change, and what it would look like if they had to rebuild.
- The proposed setbacks are what currently exists. None of the proposed setbacks would be less than what is there already.

Vice Mayor Kerr opened to public comment. There were no public comments.

## 8. FINANCE

### A. Ordinance 2024-05, Fees & Collection Procedures Manual FY 2024 Proposed Update

Finance Director Andrew Laflin said the purpose of the ordinance is to amend the Fees and Collection Procedure Manual, establishing a new fee for the Building Department. The proposed change is a \$250 fee for each review of the Building Safety/Milestone Report performed by the Building Department. He responded to questions and comments from the Board.

- The City would provide a review of the engineer's report and a physical inspection to confirm the findings.

Vice Mayor Kerr opened to public comment. There were no public comments.

The consensus of the Board was to bring it back to a future regular meeting for a vote.

## 9. PUBLIC WORKS DEPARTMENT

### A. Approval to Surplus & Purchase a Truck

Public Works Director Megan Wepfer requested approval to surplus truck #33, a 2016 Peterbuilt rear load packer, and truck #37, a 2017 Peterbuilt rear load packer. Both trucks have been replaced and are no longer needed. She also requested approval to trade in truck #23, a 2023 Kenworth T880 rear load packer that has been in the shop often with various problems. RDK Truck Sales quoted \$50,000 for truck Number 33, \$75,000 for truck number 37, and \$275,000 for truck number 23. The funds would be used to purchase a new 2024 Battle Motor truck for \$313,672. The City would receive a refund of \$86,328.

Vice Mayor Kerr opened to public comment. There were no public comments.

The consensus of the Board was to proceed with the trade-ins and purchase.

### B. ITB 2023-14 Coastal Groin Restoration Approval

Director Wepfer said the City received a 50% match funds from the Florida Department of Environmental Protection for \$1.75 Million that will expire on December 31, 2024. The bid opening for the project was February 8, 2024, and nine submittals were received. Two of the submittals were incomplete and had errors. They proceeded with the three lowest bids by checking references and conducting onsite interviews. Staff recommended the City proceed with Speeler Co. to complete the Coastal Groin Restoration Project for \$3,838,677.99. She responded to questions and comments from the Board.

- Director Wepfer and the engineers would oversee the project.
- Speeler Co. was not the lowest bid, but they were the lowest, responsive, responsible vendor.
- The item will be brought back to the Board at the April 10<sup>th</sup> regular meeting for a vote.
- The project should begin by May 1st, and they hope to complete it by the end of the year, February 2025 at the latest. The grant will expire on December 31<sup>st</sup>, but she could get a six-month extension.

Vice Mayor Kerr opened to public comment.

Chuck Dillon, 529 Lillian Drive, was concerned about the people who walk the beach. The staging goes from out in the water to the property lines and is about 250-300 feet long. He hoped they considered all the activity on the beach. Director Wepfer said they have considered leaving openings and will adapt as they go.

The consensus of the Board was to move forward with Speeler Co. for the groin restoration project.

**10. ADJOURNMENT**

Vice Mayor Kerr adjourned the meeting at 7:30 p.m.

\_\_\_\_\_  
James "Jim" Rostek, Mayor

ATTEST:

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

**ORDINANCE 2024-04**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 2 (ENFORCEMENT BY SPECIAL MAGISTRATE) OF ARTICLE VII (CODE ENFORCEMENT) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO REFLECT THE CHANGES THAT HAVE BEEN ADOPTED IN CHAPTER 162, FLORIDA STATUTES; DELETING SECTION 2-380 (PRIORITY OF LIENS) AND RENUMBERING SUBSEQUENT SECTIONS; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Attorney has reviewed the current provisions of Division 2 (Enforcement by Special Magistrate) of Article VII (Code Enforcement) of the Code of Ordinances for the City of Madeira Beach and has recommended that certain provisions be amended to reflect the changes that have been adopted in Chapter 162, Florida Statutes; and

**WHEREAS**, the recommendations of the City Attorney 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, IN SESSION DULY AND REGULARLY ASSEMBLED:**

**Section 1.** That Division 2 (Enforcement by Special Magistrate) of Article VII (Code Enforcement) of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended and shall read as follows:

**DIVISION 2. ENFORCEMENT BY SPECIAL MAGISTRATE**

**Sec. 2-370. Intent.**

The intent of this division is to create an alternative local government code



enforcement system in order to promote, protect, and improve the health, safety, and welfare of the citizens of the city by providing for an equitable, expeditious, effective and efficient method of enforcing any codes or ordinances where pending or repeated violation continues to exist in the city.

**Sec. 2-371. Definitions.**

The definitions in this section are applicable to this division and have the following meanings:

~~Code inspector/c~~Code enforcement officer means any authorized agent or employee of the municipality whose duty it is to assure code compliance.

*Repeat violation* means a violation of a provision of a code or ordinance by a person who has been previously found through a code enforcement board or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within five years prior to the violation, notwithstanding the violations occur at different locations.

**Sec. 2-372. Civil offenses and penalties: special magistrate.**

The violation of any city ordinance shall constitute a civil offense punishable by civil penalty in the amount described in section 2-378. Accordingly, there is hereby created and established a code enforcement position to be filled by a special magistrate to enforce the ordinances and codes of the city.

**Sec. 2-373. Qualification of special magistrate and removal.**

- (a) A special magistrate shall possess outstanding reputations for civic pride, interest, integrity, responsibility, and business or professional ability.  
Appointments shall be made by the city manager or his designee on the basis

of experience or interest in code enforcement. Such appointment shall be submitted to the ~~city commission~~ Board of Commissioners for ratification by the board of commissioners.

- (b) Appointments shall be made for a term not more than one year. The special magistrate may be reappointed at the discretion of the city manager, subject to ratification by the ~~city commission~~ Board of Commissioners. There shall be no limit on the number of reappointments that shall be given to the special magistrate; provided, however, that a determination as to removal or reappointment must be made for each special magistrate at the end of each of his one-year terms. The city manager shall have the authority to remove the special magistrate with or without cause. Appointments to fill any vacancy shall be for the remainder of the unexpired term.
- (c) The special magistrate shall not be a city employee. The special magistrate shall be compensated at a rate to be determined by ~~administrative order.~~ the city manager, subject to ratification by the Board of Commissioners.
- (d) The city attorney shall serve as general counsel to the code enforcement officer. If an appeal is taken pursuant to section 2-~~384~~380, the city attorney shall represent the city at such proceedings.

**Sec. 2-374. Jurisdiction.**

The city appointed special magistrate shall have jurisdiction to hear and decide alleged violations of any code of ordinances in force in the city including amendments to such codes and ordinances. The special magistrate shall have the jurisdiction and authority to determine the amount of reasonable expenses incurred by the city as a result

of orders issued pursuant to the authority of section 2-378.

**Sec. 2-375. Enforcement procedure.**

(a) It shall be the duty of ~~a~~the code enforcement officer to initiate enforcement proceedings of the various codes and ordinances. The special magistrate shall not have the power to initiate such enforcement proceedings. The code enforcement officer may not initiate enforcement proceedings for a potential violation of a duly enacted code or ordinance by way of an anonymous complaint. A person who reports a potential violation of a code or an ordinance must provide his or her name and address to the city before an enforcement proceeding may occur. This subparagraph does not apply if the code enforcement officer has reason to believe that the violation presents an imminent threat to public health, safety, or welfare or imminent destruction of habitat or sensitive resources.

(b) Except as provided in subsections (c) and (d), if a violation of the Code is found, ~~a~~the code enforcement officer shall notify the violator and give him a reasonable time to correct the violation. Should the violation continue past the time specified for correction, ~~a~~the code enforcement officer shall notify the special magistrate and request a hearing. The special magistrate, through his clerical staff, shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed as provided in section 2-~~382381~~ to ~~such~~said violator. At the option of the special magistrate, notice may additionally be served by publication or posting as provided in section 2-~~382381~~. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by ~~a~~the code enforcement officer, the case may

be presented to the special magistrate even if the violations has been corrected prior to the special magistrate hearing, and the notice shall so state.

- (c) If a repeat violation is found, a-the code enforcement officer shall notify the violator, but is not required to give the violator a reasonable time to correct the violation. A-The code enforcement officer, upon notifying the violator of a repeat violation, shall notify the special magistrate and request a hearing. The special magistrate, through his clerical staff, shall schedule a hearing and shall provide notice as provided in section 2-~~382~~381. The case may be presented to the special magistrate even if the repeat violation has been corrected prior to the code enforcement hearing, and the notice shall so state. If the repeat violation has been corrected, the special magistrate retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his rights to this hearing and pay such costs as determined by the special magistrate.
- (d) If a-the code enforcement officer has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violations is irreparable or irreversible in nature, a the code enforcement officer shall make a reasonable effort to notify the violator and may immediately notify the special magistrate and request a hearing.

- (e) If the owner of property that is subject to an enforcement proceeding before the special magistrate transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:
- (1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.
  - (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.
  - (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.
  - (4) File a notice with the code enforcement officer of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

A failure to make the disclosures described in paragraphs (1), (2), and (3) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

**Sec. 2-376. Conduct of hearing.**

- (a) Upon request of a the code enforcement officer, or at such other times as may be necessary, the special magistrate may call a code enforcement hearing.

- (b) Minutes shall be kept of all hearings held by the special magistrate and all hearings and proceedings shall be open to the public. The board of commissioners shall provide clerical and administrative personnel as may be reasonably required by the special magistrate for the proper performance of his duties.
- (c) Each case before the special magistrate shall be presented by the city attorney or by a member of the city administration. If the city administration prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs incurred in prosecuting the case before the special magistrate and such costs may be included in the lien authorized in subsection 2-378(e).
- (d) The special magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The special magistrate shall take testimony from [a-the](#) code enforcement officer, alleged violator, and any witnesses. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern all proceedings.
- (e) The special magistrate shall issue findings of fact, based on evidence of record, and conclusions of law. In order to make a finding upholding the code enforcement officer's decision, the special magistrate must find that the preponderance of the evidence indicates that the named violator was responsible for the violation of the relevant section of the Code as charged. At the conclusion of the hearing, the special magistrate shall issue an order affording the proper relief consistent with powers granted by this division. The

order may include a notice that it must be complied with by a specified date and that a fine may be imposed and under the conditions specified in subsection 2-378(a), the cost of repairs may be included along with the fine if the order is not complied with by such date.

- (f) A certified copy of such order may be recorded in the public records of ~~the~~ [Pinellas County](#) and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns.
- (g) If an order is recorded in the public records pursuant to subsection (f) and the order is complied with by the date specified in the order, the code enforcement officer shall issue an affidavit of compliance acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

**Sec. 2-377. Powers of the special magistrate.**

The special magistrate shall have the power to:

- (1) Adopt rules for the conduct of hearings.
- (2) Subpoena alleged violators and witnesses to hearings. Subpoenas may be served by the designated law enforcement agency of the city.
- (3) Subpoena evidence to a hearing.
- (4) Take testimony under oath.

- (5) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance.

**Sec. 2-378. Administrative fines; cost of repair; liens.**

(a) The special magistrate, upon notification by ~~a~~the code enforcement officer that an order of the special magistrate has not been complied with by the set time or, upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the special magistrate for compliance or, in the case of a repeat violation, for each day the repeat violation continues beginning with the date the repeat violation is found to have occurred by the code ~~inspector~~enforcement officer. In addition, if the violation is a violation as described in subsection 2-375(d), the special magistrate shall notify the city administration which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant with this section. Making such repairs does not create a continuing obligation on the part of the city to make further repairs or to maintain the property and does not create any liability against the city for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this subsection, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, a special magistrate finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as



specified in subsection (b).

- (b) A fine imposed pursuant to this section shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation, and in addition, may include all costs of repairs pursuant to subsection (a). However, if a special magistrate finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000.00 per violation.
- (c) In determining the amount of the fine, if any, the special magistrate shall consider the following factors:
  - (1) The gravity of the violation;
  - (2) Any actions taken by the violator to correct the violation; and
  - (3) Any previous violations committed by the violator.
- (d) The special magistrate may reduce a fine imposed pursuant to this section.
- (e) A certified copy of an order imposing a fine or a fine plus repair costs may be recorded in the public records of ~~the Pinellas Ce~~ounty and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this division shall continue to accrue until the ~~violations-violator~~ comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed

pursuant to this division, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the city and the city may execute a satisfaction or release of lien entered pursuant to this section. After three months from the filing of any such lien which remains unpaid, the special magistrate may authorize the city attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this division may be foreclosed on real property which is homestead under Section 4, Article X of the State Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under Section 4(a), Article X of the State Constitution.

- (f) If the city attorney or a member of the city administration prevails in prosecuting a case before the special magistrate, the city shall be entitled to recover all costs incurred in prosecuting the case before the special magistrate. As used in this article, the term "prevails" includes, but is not limited to, those cases in which the special magistrate finds that a violation existed at the time the citation was issued without regard to whether the violation was subsequently corrected. The fine for the violation and/or costs to repair the damages from the violation is separate and distinct from the recovery of expenses. The special magistrate may, by written order recorded in the official records of [the Pinellas County](#), impose a lien against the property upon which the violation occurred as well as all other real and personal property of the violator in the amount of the costs incurred by the city

in prosecuting the case.

**Sec. 2-379. Duration of lien.**

- (a) No lien provided under this division shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, to include a reasonable attorney's fee that it incurs in the foreclosure. The city shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien affected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.
- (b) Once the city has collected on the lien or a money judgment, the ~~finance director of the city~~ city manager shall issue a satisfaction or release of lien.

**~~Sec. 2-380. Priority of liens.~~**

~~Each lien in favor of the city arising out of this division recorded in the official records of Pinellas County shall be superior to all other liens except a lien for taxes and shall bear interest at the maximum rate allowed by law as set forth in § 687.03, Florida Statutes as amended from time to time from the date of filing.~~

**Sec. 2-~~381~~380. Appeals.**

An aggrieved party, including the ~~local governing authority~~ city, may appeal a final administrative order of the special magistrate to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created

before the special magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed.

**Sec. 2-~~382~~381. Notices.**

All notices required by this division shall be provided to the alleged violator as described in Florida Statutes § 162.12, as amended from time to time.

**Sec. 2-~~383~~382. Optional enforcement.**

The provisions of this division shall in no way be construed to limit the power of the city to proceed in any other civil or criminal proceeding or in any other forum to obtain enforcement of its Code provisions.

**Sec. 2-~~384~~383. Conflict of interest.**

- (a) No person who is or may become a party or a witness to a hearing before the special magistrate shall communicate with the special magistrate concerning that violation except at the hearings provided for in this division. This restriction shall extend to any person appearing or interceding on behalf of a party, whether or not such person may have a direct, personal or financial interest in the property which is the subject of the alleged violation.
- (b) No special magistrate shall communicate with any party, witness, representative of a party, or interceding person concerning any alleged violation except at the hearings provided for in this division.
- (c) Failure on the part of special magistrate to comply with the provisions of this subsection shall constitute grounds for removal by the city manager or his designee.

**Sec. 2-~~385~~384. ~~Public records searches relating to Code.~~Title searches.**

- (a) The city manager or his designee is authorized to obtain a [public-records-title](#) search for the purpose of determining whether to institute a lien foreclosure proceeding without the necessity of any action by the special magistrate whenever the unpaid amount of the code enforcement lien exceeds \$100.00.
- (b) No [public-records-title](#) search for the purpose of determining whether to institute a lien foreclosure proceeding shall be obtained where the unpaid amount of the lien is less than \$100.00.

**Sec. 2-~~386~~385. Modification of orders by special magistrate.**

The special magistrate, and only the special magistrate, may modify, amend, clarify, correct, extend, or rescind orders issued by the special magistrate, including any and all requests for modifications or reductions in code enforcement fines or liens based on orders of the special magistrate, which may be considered by motion of any party to the original proceedings or successor property owner.

**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 Code of Ordinances of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for herein 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

Proposed ordinance's title/reference:

**ORDINANCE 2024-04**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 2 (ENFORCEMENT BY SPECIAL MAGISTRATE) OF ARTICLE VII (CODE ENFORCEMENT) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO REFLECT THE CHANGES THAT HAVE BEEN ADOPTED IN CHAPTER 162, FLORIDA STATUTES; DELETING SECTION 2-380 (PRIORITY OF LIENS) AND RENUMBERING SUBSEQUENT SECTIONS; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; 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 law<sup>1</sup> for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

<sup>1</sup> 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):

This ordinance reflects the changes that have been adopted in chapter 162, Florida Statutes.

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.

No direct economic impact is foreseen for private, for-profit businesses.

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

No direct impact on businesses.

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

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses



**ORDINANCE 2024-06**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 2-502 (APPOINTMENT AND REMOVAL) OF ARTICLE VIII (SPECIAL MAGISTRATE) OF CHAPTER 2 (ADMINISTRATION) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO AMEND THE APPROVAL PROCESS FOR THE RATE OF COMPENSATION OF THE SPECIAL MAGISTRATE; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Attorney has reviewed the current provisions of Section 2-502 of Article VIII (Special Magistrate) of Chapter 2 (Administration) of the Code of Ordinances for the City of Madeira Beach and has recommended that the rate of compensation for the Special Magistrate be determined by the City Manager, subject to ratification by the Board of Commissioners; and

**WHEREAS**, the recommendation of the City Attorney has 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, IN SESSION DULY AND REGULARLY ASSEMBLED:**

**Section 1.** That subparagraph (e) of Sec. 2-502 (Appointment and Removal) of Article VIII (Special Magistrate) of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended and shall read as follows:

- (e) The special magistrate shall be compensated at a rate to be determined by the city commission-city manager, subject to ratification by the Board of Commissioners.

**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 Code of Ordinances of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for herein 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.*

Proposed ordinance’s title/reference:

**ORDINANCE 2024-06**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 2-502 (APPOINTMENT AND REMOVAL) OF ARTICLE VIII (SPECIAL MAGISTRATE) OF CHAPTER 2 (ADMINISTRATION) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO AMEND THE APPROVAL PROCESS FOR THE RATE OF COMPENSATION OF THE SPECIAL MAGISTRATE; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; 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 law<sup>1</sup> for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

The proposed ordinance would allow the City Manager the right to determine the rate of compensation for the Special Magistrate. The Board of Commissioners would still need to ratify the rate of compensation for the Special Magistrate. This ordinance helps to continue the support of the Special Magistrate, which handles code enforcement cases, variances, and special exception uses.

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 proposed ordinance does not have a direct financial impact or proposes an additional cost on businesses located in Madeira Beach.

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

No businesses would be directly affected by this ordinance.

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

This ordinance would give the Board of Commissioners the power to delegate to the City Manager for determining the rate of compensation for the Special Magistrate. The Board of Commissioners would still have the power to ratify the rate of compensation for the Special Magistrate.



## MEMORANDUM

**Date:** April 10, 2024  
**To:** Hon. Mayor and Board of Commissioners  
**Through:** Robin Gomez, City Manager  
**From:** Andrew Laflin, Director of Finance  
**Subject:** Ordinance 2024-05 Fees and Collection Procedure Manual – FY 2024 Update

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### **Background**

The purpose of this agenda item is to present to the Board of Commissioners proposed an amendment to the Fees and Collection Procedure Manual to establish a new fee for the Building Department.

Exhibit A consists of the Fees and Collection Procedure Manual with tracked changes. Within Exhibit A, all updates to the manual, including addition of new fees, changing existing fees, modification of current explanatory language, and other similar changes, are included in red font with previous fee amounts and language stricken. Thus, Exhibit A provides an illustration of listed fees before and after the amendments resulting from adopting Ordinance 2024-05. The change proposed by Ordinance 2024-05 is an additional miscellaneous fee, the Building Safety/Milestone Report Review fee, for \$250 for each review performed by the Building Department.

### **Fiscal Impact**

This amendment will result in additional revenues to support City operations within Building Services. Annual additional revenue is estimated to be approximately \$7,500.

### **Recommendation**

Staff recommends approval of Ordinance 2024-05 on First Reading.

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

- Ordinance 2024-05
- Exhibit A: Fees and Collection Procedure Manual with tracked changes

**ORDINANCE 2024-05**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE FEES AND COLLECTIONS PROCEDURE MANUAL; REPEALING ORDINANCE 2023-18; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Commissioners finds it appropriate to regularly review and amend the amount and type of fees collected in order to reflect the cost of service and facility provision city-wide; and

**WHEREAS**, the Board of Commissioners wishes to amend the Fees and Collection Procedure Manual to revise certain fees.

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

**SECTION 1.** The Fees and Collections Procedure Manual attached hereto as Exhibit A is hereby adopted

**SECTION 2.** That Ordinance 2023-18 is hereby repealed.

**SECTION 3.** That this Ordinance shall be deemed severable. If any part of the Ordinance is deemed unconstitutional, it shall not affect the constitutionality of other portions of the Ordinance.

**SECTION 4.** That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be hereby repealed insofar as the same effect this Ordinance.

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

**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: \_\_\_\_\_



Exhibit A Ordinance 2024-05



# **FEES & COLLECTION PROCEDURE MANUAL**

(Updated Through Ordinance 2024-05)

**Office of the City Clerk  
Adopted: May 8, 2024**

# FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE 2024-05)

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

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

### SECTION A. What is a public record?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CUSTODIAN OF PUBLIC RECORDS**

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

**RECORDS CUSTODIANS**

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

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

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**ARTICLE II. DEVELOPMENT SERVICES**

*A. General Development Services Fee Structure:*

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

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

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

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

(3) Special exception use .....	\$1,800.00
(4) Appeal of decision (appeal is refundable if decision is overruled).....	\$1,500.00
(5) After-the-fact variance (double fee)..... (Ordinance 2016-06)	\$3,600.00
(6) Conversion of a nonconforming non-habitable area into a habitable area .....	\$1,000.00
C. Alcoholic Beverage Permit Application Fee .....	\$800.00
(Res. 2012-14, 09/05/2012)	
D. Platting.	
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)	
(1) Review of construction drawings .....	\$500.00
(2) Replat .....	\$500.00
(3) Final .....	\$500.00
(4) Amendment to a plat .....	\$500.00
(5) Minor subdivision .....	\$350.00
(6) Lot line adjustments.....	\$200.00
(7) Unity of title .....	\$100.00
(8) Rescission of unity of title .....	\$250.00
E. Vacation. (Not including costs associated with referendum)	
(Res. 2016-24, 07/12/2016, Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)	
Right-of-way (as approved by referendum) .....	\$1,500.00
Easement (as approved by referendum when required) .....	\$1,500.00
F. Site Plan and Redevelopment Process	
Level of site plan review to be determined in accordance with city land development ordinance and interpreted by development review staff.	
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)	
(1) Minor Site Plan Review .....	\$300.00
(2) Intermediate Site Plan Review	
a. Preliminary Site Plan .....	\$300.00
b. First Review Site Plan Submittal .....	\$1,000.00
c. Each Additional Submittal .....	\$500.00
(3) Major Site Plan Review	

- a. Preliminary Site Plan ..... \$500.00
- b. First Review Site Plan Submittal ..... \$2,000.00
- c. Each Additional Submittal ..... \$500.00
  
- (4) Administrative Waiver ..... \$500.00
  
- (5) Encroachment Extension ..... \$1,000.00
  
- G. Zoning/Land Development Regulation Interpretations and Meetings – Base Fee..... \$100.00
  - (1) Single Family – Fourplex ..... \$100.00
  - (2) 5-12 Units, Commercial less than 2000sqft ..... \$150.00
  - (3) 13 + Units, Temporary Lodging, Commercial more than 2000sqft ..... \$200.00

*Interpretation of land development regulations such as number of legal units existing on a property, nonconforming provisions, subdivision regulations, and/or Planning, Zoning or Predevelopment review meetings. Such services would include up to one hour of meeting and or research of the Planner and can include the preparation of a written interpretation. Time required above an hour or requiring the participation of additional staff, shall be charged at the employees' hourly rate plus benefits on a time for time basis. On-site consultation with planner or Certified Flood Plain Manager (as needed; by request) requires an additional fee of \$100.00.*
  
- H. Zoning Verification Letter ..... \$100.00
  - Includes one hour of research. Additional time will be charged at the employee’s hourly rate plus benefits.
  - (Res. 2016-24, 07/12/2016)
  - Verification in writing (formal letter on City stationary) as to the property's zoning. This includes a copy of the related district regulations. Such letters are often requested by realtors for property closings.*
  
- I. Land Development Regulations Amendment ..... \$1,500.00
  - (Res. 2016-24, 07/12/2016)
  
- J. Land Use Amendment ..... \$3,000.00
  - (Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)
  
- K. Rezoning ..... \$2,000.00
  - (Res. 07-14, 06/26/2007)
  
- L. Planned Development (PD) and Planned Development Amendments. (Res. 07.14, 06/26/2007)
  - (1) Development Meetings-Charged as Plan Review Meetings at the combined hourly rate of all staff assigned by the Planning Director.
  - (2) Plan Review
    - a. Preliminary Plan and Standards Review ..... \$1,500.00
    - b. First Plan and Standards Plan Review ..... \$2,500.00
    - c. Each Subsequent Submittal ..... \$500.00
    - Plus hourly rate of assigned staff



- (3) Minor modifications not requiring full site plan, neighborhood/community meetings or zoning map amendment or amendment of the planned development agreement ..... \$1,000.00
- (4) Major modifications.....To be charged by the full rate for a new Planned Development.
- (5) Development Agreements..... Application fee of \$500.00 and charges will include all staff and consulting time at hourly rates plus benefits and will be paid prior to execution of the Development Agreement Ordinance.

*M. Special Agreements (for Development Agreements, see Section L)  
(Res. 10.12, 07/20/2010; 07.14, 06/26/2007)*

- (1) For Board of Commissioner's Approval ..... \$500.00

*\*Plus, City Attorney's legal and recording fees; i.e. encroachment(s); use of City parking area, etc.*

- (2) For Administrative Review and Approval .....all staff hourly rates, legal and recoding fees

*N. Unaddressed Research Requests – Base Fee ..... \$100.00*

*O. FEMA/Floodplain Ordinance Interpretations and Reviews–Interpretation Base Fee ..... \$100.00*

Interpretation of the City's Floodplain Ordinance beyond the verification of the specific flood zone and the basic requirements related to that zone. Such request would include up to one hour of research and include the preparation of a written interpretation. Additional research time shall be charged at the rate of \$100 per hour.

Building Plan Review Base Fee of \$50 or 10% of any building permit fee of over \$1,000, whichever is greater plus \$100 additional fee for any revisions to signed and sealed plans or for site changes.

*P. FEMA Verification Letter ..... \$100.00*

*Verification of FEMA flood zone in writing (formal letter on city stationery) (Res. 2016-24; 07/12/2016)*

*Q. Solicitor's Permit (Res. 07.23, 12/11/2007)*

- (1) Permit for any business with current Local Business Tax Receipt (BTR) .....\$10.00
- (2) Permit for any business without current BTR ..... \$100.00
  - a. For each additional person participating without a BTR .....\$20.00

*R. Short-term/Vacation Rental Certification Certificate of Compliance ..... \$300.00*

*S. Specific Site Plan Applications*

- (1) Dog Dining Request .....\$75.00  
*A fee of \$75.00 shall be required for both the initial application and subsequent annual renewals requesting to allow dogs in specified outdoor area(s) of a food service establishment during operating hours. This fee shall offset the City's cost to administer, review and inspect such request.*

*This fee shall apply only to pet dogs, service animals are already permitted within business establishments by law.*

(2) Sign, Murals, Banners.....\$75.00

**T. Building Permit Fee Schedule.**

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

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

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

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

**Definitions of "residential" and "commercial" are based on the ~~2017~~ 2020 Florida Building Code:**

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

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

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

(3) Valuation Fee: Two percent 2% of the Total Project Value, which includes both materials and labor and other related fees).

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

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

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

- d. Minimum fee..... \$100.00
- (6) Re-examination of plans due to corrections, changes, or alterations, prior to or after permit issuance.
  - a. Plan revisions (Minor, 2,499 sq. ft. or less) ..... \$100.00
  - b. Plan revisions (Large) greater than (>) 2500sq. ft ..... \$250.00
- (7) Miscellaneous Fees:
  - a. Certificate of Occupancy and/or Certificate of Completion .....\$50.00
  - b. Letters of Determination (e.g., flood, building, etc.).....\$50.00
  - c. Change of contractor (all trades) .....\$50.00
  - d. Change of use or occupancy.....\$50.00
  - e. Demolition of structure:
    - i. Demolition base fee (up to 5,000 sq ..... \$100.00
    - ii. Structures over 5,000 sq. ft ..... \$250.00
  - f. Early release of power (*before electrical final*)..... \$50.00
  - g. Moving of structure..... \$100.00
  - h. Permit extension (*per extension*) ..... \$50.00
  - i. Transfer of Permit .....\$50.00
  - j. Permit fee for applications performed by an outside entity:  
*The permit fee for an application when the Building Official has approved the request of the applicant to have an outside entity, contracted by the applicant, perform the required inspections shall be:*
    - i. Fee per sq. ft. of the proposed structure ..... \$1.00
    - ii. Minimum fee, (plus any applicable fees) .....\$50.00
  - k. Red tags and/or failed inspection(s) (*per tag/inspection*) ..... \$50.00
  - l. Replacement of placard card (*per placard card*)..... \$25.00
  - m. Special consultation with Building Official (*as needed;by request*) ..... \$100.00
  - n. FEMA or damage pre-permit inspection, Fire or Structural(*Includes Trades*)..... \$100.00
  - o. Building Code, Life & HealthSafety inspection ..... \$100.00
  - p. After hours inspection (*beyond normal business hours*) ..... \$250.00
  - q. Stop-work order (*per order*)..... \$50.00
  - r. Temporary power pole.....\$50.00
  - s. Tent permit .....\$25.00
  - t. Tree removal permit .....\$50.00
  - u. Well/Test boring application..... \$100.00
  - v. Each additional boring on same site ..... \$20.00
  - w. **Building Safety/Milestone Report Review Fee ..... \$250.00**
- (8) "After the Fact" permit fee:
  - a. Shall be **(5)** times the face value of the permit valuation fees.
  - b. Any subsequent "After-the-fact" permit issued to the same Contractor, Property Owner and/or Homeowner within the following (12) months shall be **(10)** times the normal fees.
- (9) Refunds. NO refunds on permits unless such permit was issued in error in part of the City. There shall be no refund of fees if work commences or of the permit is 90 days or older.

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

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

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

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

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

U. Impact Fee Schedule

Impact fees were adopted beginning on April 1, 2022, and impact fees are updated annually beginning October 1<sup>st</sup> each year through fiscal year 2028 in accordance with the schedule below, based on the following amount per sq ft of building area\*:

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

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

**ARTICLE III. FINANCE DEPARTMENT**

A. *Credit Card Transaction Convenience Fee* ..... An amount suitable to recover card processing fees charged to the City.

B. *Indebtedness Search*..... \$50.00

C. *Returned/unfunded/worthless checks*..... Pursuant to F.S. §68.065(2)

D. *Recording of Documents:*

(1) First Page .....\$10.00

(2) Each Additional Page..... \$8.50

E. *Parking fines and penalties.* Parking fines and penalties shall be as follows:

*(Res. 06.29, 11/28/2006; Res. 04.09, 08/10/2004; Code 1983, §5-19; City Ord 2022-23)*

(1) Overtime Parking .....\$60.00

(2) Double Parking.....\$80.00

(3) Parking in a "NO PARKING" Zone .....\$90.00

(4) Other Improper Parking.....\$90.00

(5) Delinquency Fee (After 15 Days).....\$30.00

(6) Disabled Parking Permit ..... *Sec. 66-52(c), Code of Ordinances*

*Note: A Parking enforcement officer can ticket every hour for repeat violations.*

F. *Special event parking permit (daily permit)* ..... \$35.00

Special event parking permits and road closure fees established for specified events are listed below with additional events authorized by the City Manager.

*(Res. 2014-20, 05/13/2014)*

Johns Pass Seafood Festival  
Memorial Day  
by the BOCC by resolution.

The Fourth of July  
Additional event days as authorized

G. *Business Parking Permit (up to 4 permits/month/Business) per month* ..... \$40.00

*Permit for any business with current Local Business Tax Receipt (BTR).*

H. *Vanity Plates (1 plate for each current registered vehicle)* ..... \$40.00

*For residents of the City of Madeira Beach ONLY and is a substitute for the free parking sticker issued at the beginning of each year.*

I. *Parking meters city-wide* ..... \$3.00/hr.

- J. *Overnight Parking* ..... \$72.00/day up to 7 days. *Selective Surface Parking lots from 130<sup>th</sup> to Kitty Stuart Park.*
- K. *Festival Parking.* *The City Manager maintains the right to designate festival parking rates for designated special events at his/her discretion. Each special event is subject to review.*
- L. *No operator of a vehicle shall park a vehicle on dirt, grass or landscaped city rights-of-way, medians, swales, or similar areas. The city manager, or designee, may waive this prohibition on a temporary basis where it is determined that such waiver is necessary.*
- M. *Parking Fee Amendment Resolution.* In order to adjust parking fees as may be needed due to environmental, economic, or other conditions that may occur during the fiscal year, parking fees can be waived, decreased, or increased at any time during the fiscal year by Resolution of the Board of City Commissioners.

*\*Note/Clarification: Due to the parking meter fee increasing from \$2.50 to \$3.00 per hour, the minimum charge for credit cards for half the time or thirty minutes is now \$1.50.*

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

**ARTICLE IV. FIRE DEPARTMENT**

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

- (7) Storage Facilities
  - a. Up to 4,999 sq. ft ..... \$100.00
  - b. 5,000 or moresq. ft ..... \$200.00
- (8) Subsequent Fee for Each Return Inspection for Compliance .....\$30.00
- (9) Fire Department Red Tag/Stop Work Order .....\$50.00
- B. Fire Plan Review and Correlated Inspection(s)**
  - (1) For Site Plans and Building Plans .....\$0.05/sqft
  - (2) Other fire plans review (fire alarm, fire suppression, etc.) ..... \$250.00
  - (3) Failed inspections(s) (per each inspection).....\$50.00
- C. CPR Classes.**
  - (1) Resident .....\$25.00
  - (2) Non-resident.....\$50.00
- D. Fire Engine Rental for Fire System Testing and/or Certification.**
  - (1) First 4 Hours.....\$1,000.00
  - (2) Each Additional Hour ..... \$250.00  
(Res. 08.10, 09/23/2008)
- E. Special Event Fee**
  - (1) Fire Rescue Special Event (per Hour) ..... \$125.00
  - (2) Equipment Service Fee; Fuel, Oil, Maintenance, etc. (per unit per day).....\$50.00
  - (3) Special Event Inspection; Cooking Tents, Food Trucks, etc. (per event)..... \$100.00

**ARTICLE V. PARKS & RECREATION**

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

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

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

(4) Summer Camp Program:

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

(5) Fitness Classes

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

**B. Recreation Center and City Hall Rentals.**

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

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

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

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



- c. Resident Discount- applied to hourly rental rates..... 20% discount.
- (2) Friday – Sunday rental period. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. The 6.5% sales tax is not included in hourly rates. Security deposit may be refunded within thirty (30) days following an event.
- a. Recreation Center Rooms (security deposits are refundable)
    - i. Full Recreation Center (*all rooms*) (*security deposit \$400.00*) ..... \$350.00/hr.
    - ii. Boca View Hall (*security deposit \$200.00*) ..... \$150.00/hr.
    - iii. Ocean Walk Room (*security deposit \$200.00*) ..... \$75.00/hr.
    - iv. Starboard Room (*security deposit \$200.00*).....\$75.00/hr.
    - v. Outside Deck (*security deposit \$200.00*)..... \$125.00/hr.
    - vi. Boca View Hall & Outside Deck-(*security deposit \$400.00*) ..... \$250.00/hr.
    - vii. Setup/breakdown Fee – Up to 2 hours before and 2 hours after .....\$50.00/hr.
  - b. City Hall Rooms (security deposits are refundable):
    - i. City Centre Room (*security deposit \$400.00*) ..... \$250.00/hr.  
(*includes use of outside deck & restrooms*)
    - ii. Commission Chambers\* (*security deposit \$200.00*) ..... \$250.00/hr.

**\*ONLY as a backup space for outside reservations negatively impacted by weather.**
  - c. Resident discount on hourly rates.
- (3) Set-up and Cleaning Fees (*per location*):
- a. Less than 50 attendees ..... \$100.00
  - b. 50+ attendees ..... \$200.00

C. Park & Pavilion Rentals

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

(1) Archibald Park

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

(2) John's Pass Park:

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

(3) Splash Pads Rentals

- a. Resident Rates
  - i. Splash Pad (2 Hours)..... \$100.00

- ii. Splash Pad w/ Tables & Chairs on Patio(2 Hours) ..... \$200.00
- b. Non-Resident Rates
  - i. Splash Pad (2 Hours) ..... \$150.00
  - ii. Splash Pad w/ Tables & Chairs on Patio(2 Hours) ..... \$250.00

**D. Athletic Field Rentals**

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

- (1) Hourly resident rates by facility (6.8% Sales Tax NOT included)
  - a. Softball Field .....\$25.00
  - b. Soccer Field.....\$25.00
  - c. Basketball Court ..... \$5.00
  - d. Tennis Court ..... \$5.00
  - e. Field Preparation and Lining (softball).....\$45.00
  - f. Field Preparation and Lining (football/soccer) .....\$25.00
  - g. Attendant Fee (per staff member).....\$25.00
  - h. Rental Cleaning Fee .....\$25.00
  - i. Light Fee .....\$10.00
- (2) Hourly non-resident rates by facility (6.5% Sales Tax NOT included)
  - a. Softball Field .....\$30.00
  - b. Soccer Field.....\$30.00
  - c. Basketball Court .....\$10.00
  - d. Tennis Court .....\$10.00
  - e. Field Preparation and Lining (softball).....\$50.00
  - f. Field Preparation and Lining (football/soccer) .....\$30.00
  - g. Attendant Fee (per staff member).....\$30.00
  - h. Rental Cleaning Fee .....\$30.00
  - i. Light Fee .....\$15.00

**E. Wedding Permits.**

- (1) Small wedding permit application fee ..... \$100.00\*
  - a. *\*A gathering of less than 50 persons with minimal decor as determined by staff; additional fees may apply.*
- (2) Wedding permit application fee..... \$200.00\*
  - a. *\*A gathering of more than 50 persons with minimal decor as determined by staff; additional fees may apply.*

**F. Special Events.**

- (1) Event Application Fee (*less than 1,000 attendees*)..... \$100.00
- (2) Event Application Fee (*more than 1,000 attendees*) ..... \$250.00  
*A fee of \$100.00/\$250.00 payable to the City as reasonable cost for processing, evaluating, and issuing the permit is required. The BOC may waive the application fee by resolution at annual special event review when determined in the best*

*interest of the community and upon demonstration of non- profit status.*

(3) Deposit. Deposits shall be determined upon the estimated impact on the City owned property of which the event is hosted.

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

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

(4) Fees

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

- e. Other Non-City Fees. Other fees included but not limited to Madeira Beach City Centre and field clean-up, additional civilian security, and vehicle parking professionals shall be the **sole responsibility of the applicant.**
- f. Table games (Canasta, Bridge, etc.)
  - i. Resident: ..... \$1.00
  - ii. Non-resident: ..... \$2.00

**ARTICLE VI. PUBLIC WORKS**

**A. Trash, Recycling, and Garbage**  
 (1) Removal service fees-

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

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

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

c. Bulk item removal. Any item identified in section 54-33 regarding the removal of other waste and non-combustible refuse will be collected by the city, for a minimum disposal fee of \$50.00 plus \$10.00 for each item picked up

d. Unlawful/Illegal Dumping ..... \$250.00

e. Bulk waste. Noncombustible refuse in excess of normal weekly limits, by either residential or commercial establishments shall be picked up at the rate of \$50.00 per hour per collection day, based on elapsed time of collection, plus allowances for disposal run and dump charges. Such charges shall also be made to homes having more than normal trash collection.

(2) Recycling service fees (Commercial)

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

(3) Billing.

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

(4) Owner's liability.

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

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

*(Code 1983, §19-511)*

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

**B. Stormwater Utility Management**

(1) Created.

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

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

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

(2) Schedule of Rates

*(Res. 05.20, 09/14/2005)*

- (1) The EDU rate shall be \$10.00 per month for each EDU.
- (2) The stormwater management utility fee shall be calculated for each developed property as follows:
  - i. The fee for property consisting solely of dwelling units is the rate of one EDU multiplied by the number of dwelling units existing on the property. That is:

**Fee = (EDU rate) X (Number of dwelling units)**

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

**Fee = (EDU rate) X (Impervious area expressed in square feet) / 1,249 square feet, but not less than the rate for one EDU)**

**\*Fractional remainders**

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

area from the total impervious area. If the remaining impervious area is zero or negative, the fee is the EDU rate multiplied by the number of dwelling units.

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

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

and in the same manner and subject to the same penalties as they are otherwise set forth for other utility fees administered by the city. The property owner or fee payer will be notified of any delinquency in the payment of the stormwater management utility fee in the same manner that delinquent water, garbage and sewer bills are notified and the failure to pay such fee as is otherwise provided in the statement rendered to the payer shall subject the property to the discontinuance of water, garbage and sewer services and shall subject the fee payer to all other penalties and charges provided relative to the discontinuance of such utility services.

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

(4) Adjustments of fees.

*(Code 1983, §19-512)*

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



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

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

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

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## ARTICLE VII. MADEIRA BEACH MUNICIPAL MARINA

A. Vessel inspection.

*(Code 1983, Chapter 19, Article VII)*

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

B. Madeira Beach Municipal Marina fees

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

The marina maintains the ability to adjust the rates below to account for changes in the sales tax Rates during the fiscal year; allowing for payments to stay consistent until this manual is updated

and approved by the Commission. Employees receive the same rates as residents. The marina staff can issue transient slip discount coupons up to 20% off through online booking sites as a marketing tool. Discounts will be for off peak times.

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

- (1) Transient Wet Slip per day.....\$2.10/foot/day
- (2) Transient Wet Slip per week.....\$11.00/foot/week
- (3) Transient Dry Storage
  - a. Regular per day .....\$28.04/day
  - b. Holidays and/or weekends per day.....\$37.38/day
- (4) Transient Dry Storage .....\$233.64/month
- (5) Wet Slip non-Live-aboard .....\$12.00/foot/month
- (6) Boat Lift .....\$15.50/foot/month
- (7) Commercial non-live-aboard wet slip.....\$13.00/foot/month
- (8) Wet Slip Live – aboard .....\$18.50/foot/month
- (9) Dry Storage – under 26’ boat length.....\$158.88/month
- (10) Dry Storage – 26’+ boat length .....\$196.26/month
- (11) Resident Dry Storage (*Limited to Madeira Beach Residents Only*) .....\$128.33/month
- (12) Dry storage for non-motorized boat\* .....\$28.17/month
  - a. *\*Kayaks, canoes, and small boat that can be carried by one (1) person.*
- (13) Boat Ramp Fees
  - a. Launch .....\$4.67/day
  - b. Launch and Park .....\$14.02/day
  - c. Holiday Launch and Park .....\$18.69/day
  - d. Resident Launch (New).....\$1.87
  - e. Resident Launch & Park (New) .....\$9.35
- (14) Late Fee .....\$30.00
- (15) Residents with recreational vehicles and motor homes and boat displaced by City Road and/or Stormwater construction will be provided free storage space for those vehicles.
- (16) Fuel Discounts -Maximum discount per gallon \$0.30/gal
  - a. Commercial .....\$0.20/gal
  - b. Gulf of Mexico Commercial Fishing Fleet Discount .....\$0.30/gal
  - c. 50+ Gallon .....\$0.05/gal

- d. Boat US/ Sea Tow .....\$0.05/gal
- e. Madeira Beach Resident .....\$0.05/gal
- f. City Co-sponsored / Community events.....\$0.20/gal
  - i. Great American Grunt Hunt
  - ii. King of the Beach fishing tournament (Spring and Fall)
  - iii. Veterans Boat Parade
  - iv. Wild West Kingfish Tournament (*Spring and Fall*)
  - v. Sun Coast Kingfish Classic (*Spring and Fall*)
  - vi. Christmas Boat Parade
  - vii. Any other City Co-sponsored events as approved by the City Manager
  
- (17) Surveillance camera optional fee .....\$25.00/month
  
- (18) Live-aboard permits .....\$5.00(72 hours)  
*(Res 2019-18, 12/17/2019)*
  
- (19) Temporary 3HR Wet Slip Parking/No Power .....\$20.00 + Tax

*This page reserve for Publications by the City Clerk*

# **Business Impact Estimate**

Proposed ordinance's title/reference:

## **ORDINANCE 2024-05**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FEES AND COLLECTIONS PROCEDURES MANUAL THAT WAS AMENDED BY ORDINANCE 2023-18, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN IMMEDIATE 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 law<sup>1</sup> for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

This ordinance amends the Fees and Collection Procedure Manual to establish a new fee for the Building Department.

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

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

This amendment creates a building safety/milestone report review fee of \$250.00.

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

The amendment creates a building/milestone report review fee that would apply to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.

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

This amendment will result in additional revenues to support City operations within Building Services. Annual additional revenue is estimated to be approximately \$7,500. A building/milestone report inspects the integrity of a building and is intended to increase building safety.



# Memorandum

**Meeting Details:** April 10, 2024 – BOC Regular Meeting

**Prepared For:** Hon. Mayor Rostek and Board of Commissioners

**From:** Community Development Department

**Subject:** Public Hearing for Special Food Service Establishment (4COP) ALCOHOLIC BEVERAGE LICENSE APPLICATION # 2024-02 for Dockside Dave’s Restaurant located at 14701 Gulf Blvd Madeira Beach, Florida 33708

## **Background:**

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2024-02 is requesting authorization from the Board of Commissioners for the approval of a Special Food Service Establishment (4COP) alcoholic beverage license for the sale of beer, wine, and liquor for consumption on premises at the existing Dockside Dave’s Restaurant located at 14701 Gulf Blvd Madeira Beach, Florida 33708. This establishment is located in the C-3, Retail Commercial Zoning District. The future land use designation for the property is Residential/Office/Retail (R/O/R).

Section 110-534 of the Madeira Beach Code of Ordinances requires the approval by the Board of Commissioners for an existing alcoholic beverage zoned property to change to an alcoholic beverage license of greater intensity. The new application would be reviewed for all factors located under Section 110-532. Pursuant to Section 110-539, the Notice of Public Hearing has been properly sent to all property owners within 300 feet of the subject property 15 days before the scheduled consideration by the Board of Commission. Such notice has also been posted on the subject property, at the Gulf Beaches Public Library, City Hall, and the City of Madeira Beach website.

## **Discussion:**

When considering the alcoholic beverage license application, the Board of Commissioners shall consider the following factors:

- (1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.**

Section 110-534 of the Madeira Beach Code of Ordinances requires the approval by the Board of Commissioners to change to an alcoholic beverage license of greater intensity. The applicant is applying for a Special Food Service Establishment (4COP) alcoholic beverage license to be able to sell liquor alongside the current beer and wine offerings. Permitting Dockside Dave's Restaurant of Madeira Beach to add liquor to the menu for consumption on premises would not adversely affect the character of the existing neighborhood. The existing neighborhood is mostly commercial uses and the existing restaurant already has a 2COP alcohol license to serve beer and wine on the premises. Additionally, The Reef Bar and Grill next door already serves liquor.

**(2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.**

The minimum parking requirements of this property meet the requirements of (sec. 110-971). Adding liquor to the menu should not create any additional traffic congestion as the business has been in operation for over a decade and the use is not changing. Additional traffic and congestion should not be created by the proposed alcohol use. The proposed alcohol use does not present a safety hazard.

**(3) Whether or not the proposed use is compatible with the particular location for which it is proposed.**

This proposed alcohol use is compatible with the location. The Reef Bar and Grill next door already serves liquor. This application is to permit liquor to be sold at the existing restaurant. Any future expansion of the square footage of alcohol use will require the applicant to send in a new permit application pursuant to Section 110-535. - Expansion of alcoholic beverage zoning in the Madeira Beach Code of Ordinances. The owner confirmed he will be applying for a new petition for an alcohol beverage license once the building plans for the new renovated restaurant are completed.

**(4) Whether or not the proposed use will adversely affect the public safety.**

Public safety should not be adversely affected by Dockside Dave's Restaurant serving liquor for consumption on the premises. The restaurant is more than 300 feet away from any established church, synagogue, temple, or place of religious worship, public or private school



operated for the instruction of minors, or youth recreation (community) center. This 300-foot requirement is the minimum distance required for bars and clubs located in the C-3, Zoning District (sec. 110-530) and does not need to be met for restaurants, in which Dockside Daves is currently classified as.

- (5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.**

The applicant has no outstanding fines or penalties owed to the City under any section of the Code.

**Fiscal Impact:** N/A

**Recommendation(s):** Staff recommends the approval of a Special Food Service Establishment (4COP) alcoholic beverage license with stated intent to sell beer, wine, and liquor for consumption on premise at Dockside Dave’s Restaurant.

**Attachments:**

Local Application

Existing Site Plan

Public Notice Mailing and Posting

ABP #: 2024-02



CITY OF MADEIRA BEACH
PLANNING & ZONING DEPARTMENT
300 MUNICIPAL DRIVE + MADEIRA BEACH, FLORIDA 33708
(727) 391-9951 EXT. 255
planning@madeirabeachfl.gov



ALCOHOLIC BEVERAGE PERMIT APPLICATION

Applicant: Name and Address

Property Owner: Name and Address

Dockside Daves Restaurant
14701 GULF BLVD
MADEIRA BEACH, FL 33708

Dockside Daves Real Estate, LLC
14701 GULF BLVD
MADEIRA BEACH, FL 33708

Telephone: 727 580 0652

Telephone: 727 580 0652

Email: WFC04christie@gmail.com

Email: WFC04christie@gmail.com

Type of Ownership: [ ] Individual [ ] Partnership [ ] Corporation [X] LLC

Name of Business: Dockside Daves Business Phone: 727 392 9399

Parcel Identification: 09-31-15-87048-000-0070

Legal Description: ~~...~~ Reference Property
CARD

Number of Seats: Inside: 30 74 Outside: 30 46

Number of Employees: 20

Zoning District: C-3

Future Land Use: Restaurant EOTC

Classification:

- [ ] Package store, beer & wine [ ] Retail Store, beer, wine
[ ] Package store, beer, wine, liquor [X] Restaurants
[ ] Bar [ ] Club [ ] Charter Boats

Number of Parking Spaces: 40 HHC Parking Spaces: 2 H Bike Racks: 3

37 regular
4 motorcycle

ABP #:

2024-02

Hours of Operation:

Monday: 11AM - 10PM  
 Tuesday: "  
 Wednesday: "  
 Thursday: "  
 Friday: "  
 Saturday: "  
 Sunday: "

General Description of Business: Full Service Restaurant  
Increase from 2cop to 4cop SFS for Alcohol

Supporting Materials Required:

- Property Owner's Written Approval
- Property Survey
- Site Plan

Package Store Requisition: On a separate attached page, please answer the following questions:

1. The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood. Increased IT WON'T
2. The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard. IT WON'T
3. Whether or not the proposed use is compatible with the particular location for which it is proposed. IT IS COMPATIBLE
4. Whether or not the proposed use will adversely affect the public safety. IT WON'T
5. No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owned by the applicant to the City under any section of the code. Agreed

- ① THE EXTENT TO WHICH THE LOCATION AND THE EXTENT TO WHICH THE PROPOSED ALCOHOLIC BEVERAGE REQUEST WILL ADVERSELY AFFECT THE CHARACTER OF THE EXISTING NEIGHBORHOOD IS THAT IT WILL NOT AFFECT THE EXISTING NEIGHBORHOOD. THE RESTAURANT AND BAR NEXT TO US, THE REEF, ALREADY HAS LIQUOR. NOTHING FOR US WILL BE CHANGING, JUST ADDING LIQUOR TO OUR EXISTING BEER SELECTION.
- ② THE ADDITION OF LIQUOR SHOULD NOT CREATE TRAFFIC CONGESTION. OUR BUSINESS HAS BEEN THERE FOR WELL OVER A DECADE. WE ALREADY HAVE OUR EXISTING CLIENTELE. OUR PARKING LOT ALSO HAS AN EXIT OFF OF FIRST ST. E AS WELL AS 147TH AVE E, KEEP CARS FREE AND CLEAR OF CONGESTING GULF BLVD.
- ③ THE PROPOSED USE IS COMPATIBLE WITH THE PARTICULAR LOCATION.
- ④ THE PROPOSED WILL NOT ADVERSELY AFFECT THE PUBLIC SAFETY. OUR NEIGHBORS HAVE LIQUOR AND WE BOTH HAVE LONG TENURE AND NO ISSUES.
- ⑤ AGREED.

ABP #: 2024-02

**Affidavit of Applicant:**

I understand that this Alcoholic Beverage Permit Application, with its attachments, becomes a permanent record for the City of Madeira Beach and hereby certify that all statements made herein together with any attachments, are true to the best of my knowledge.

**DISCLAIMER:** According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

ABP #: 2024-02

Signature of Applicant: [Signature] Date: 11/30/23

**\*\*For City of Madeira Beach Use Only\*\***

Fee: \$800.00     Check # \_\_\_\_\_     Cash     Receipt # \_\_\_\_\_

Date Received: 11/30/23    Received by: Community Development

ABP# Assigned: 2024-02

BOC Hearing Date: \_\_\_\_\_     Approved     Denied

\_\_\_\_\_  
Community Development Director    Date: \_\_\_\_\_

\_\_\_\_\_  
City Manager    Date: \_\_\_\_\_

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

ABP #: 2024-02

**CERTIFICATION**

I hereby authorize permission for the Planning Commission, Board of Commissioners, Building Official, and Community Development Director to enter upon the above referenced premises for purposes of inspection related to this petition.

I hereby certify that I have read and understand the contents of this application, and that this application, together with all supplemental data and information, is a true representation of the fact concerning this request; that this application is made with my approval, as owner and applicant, as evidenced by my signature below.

It is hereby acknowledged that the filing fee of this application does not constitute automatic approval of the request; and further, if the request is approved, I will obtain all the necessary permits and comply with all applicable orders, codes, conditions, rules, and regulations pertaining to the subject property.

*I have received a copy of the Redevelopment Plan Requirements and Procedures (attached), read and understand the reasons necessary for granting a Redevelopment Plan and the procedure, which will take place at the Public Hearing.*

**Appeals.** (City Code, Sec. 2-109). An aggrieved party, including the local governing authority, may appeal a final administrative order of the Board of Commissioners to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Board of Commissioners. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Applicant's Signature:

Date:

11/30/23

STATE OF Florida

COUNTY OF Pinellas

Before me, this 30<sup>th</sup> day of November, 2023, appeared in person

William Christie

(name of applicant)

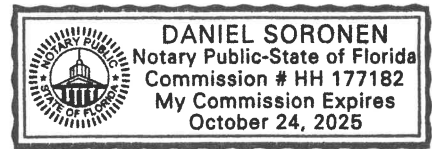
who, being sworn, deposes and says that the forgoing

is true and correct certification and who is  personally know to me or has produced \_\_\_\_\_ as identification.

(notary signature)

Commission Expires:

Stamp



**NOTICE:** Persons are advised that, if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and for such purpose, they 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

DOCKSIDE DAVE'S REAL ESTATE, LLC  
14701 Gulf Blvd, Madeira Beach, FL 33708

03.06.2024

Dockside Dave's Real Estate LLC, as landlord, allows for the sale of liquor at said establishment.

Thank you,



Adam Schwerin  
248-918-9082  
Adam242526@yahoo.com



DOCKSIDE DAVE'S RESTAURANT, LLC  
14701 Gulf Blvd, Madeira Beach, FL 33708

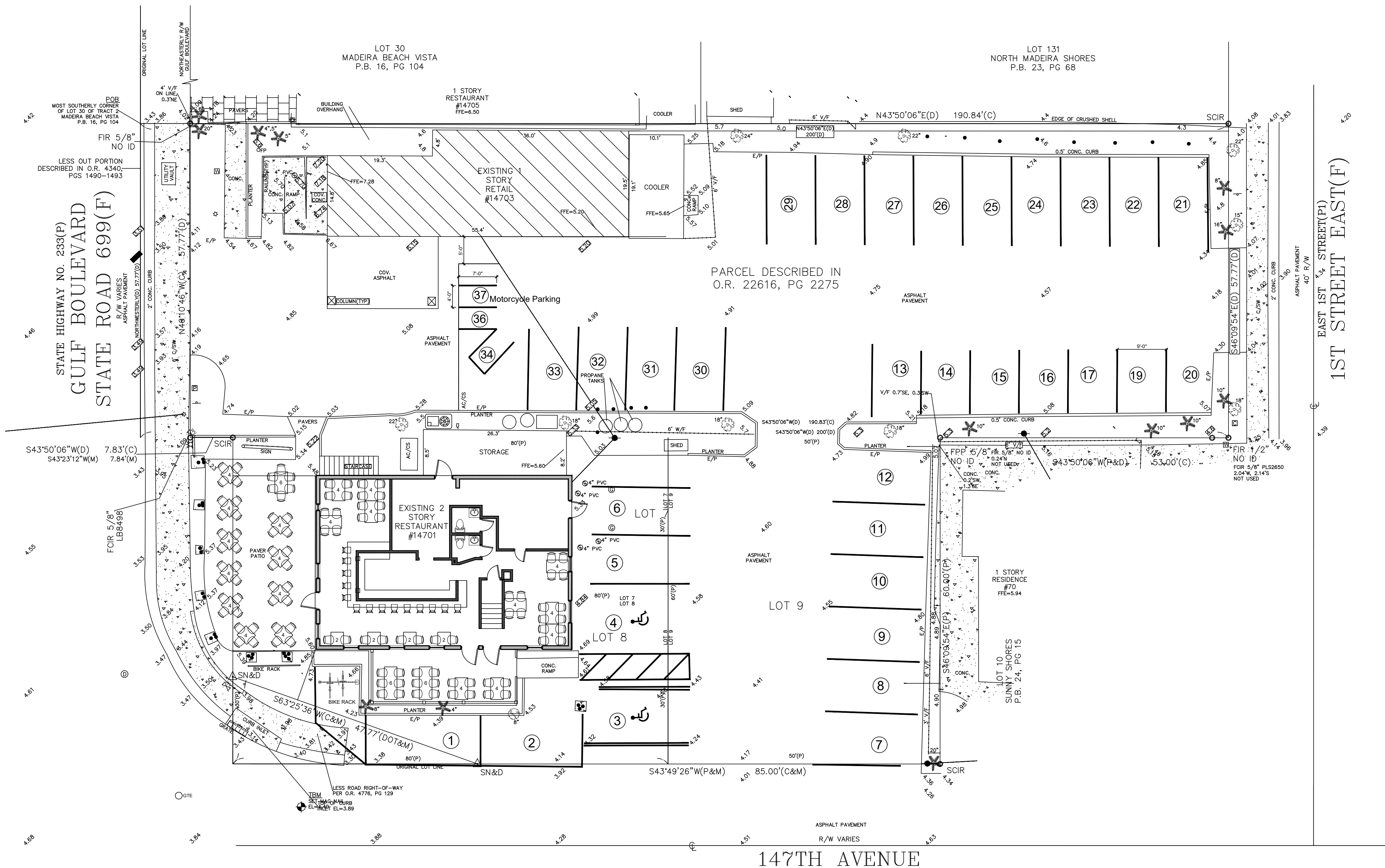
03.06.2024

Dockside Dave's Restaurant LLC, as landlord, allows for the sale of liquor at said establishment.

Thank you,

A handwritten signature in black ink, appearing to read 'AS', with a long horizontal stroke extending to the right.

Adam Schwerin  
248-918-9082  
Adam242526@yahoo.com



**SITE PLAN**  
SCALE: 1"=10'-0"



NO.	DATE	DESCRIPTION

REVISIONS	DESCRIPTION

PROJECT INTERIOR REMODEL  
**DOCKSIDE DAVES**  
14701 & 14703 GULF BLVD.  
MADEIRA BEACH, FL

**SITE PLAN**

**JOHN A. BODZIAK**  
ARCHITECT AIA, PA  
ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT  
FLORIDA REGISTRATION NO. AR0005065  
EMAIL: JACK@JABODZIAK.COM  
5665 CENTRAL AVE. SAINT PETERSBURG, FLORIDA 33710  
TEL: (727) 327-1966 FAX: (727) 526-0968

DRAWN BY: JB/MT  
UPDATED ON: Mar. 14, 24  
DATE: DEM - 2023  
JOB PROJECT #: 23-037  
SHEET #

**SP-1.0**

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNREPORTED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR. PROFESSIONAL STATEMENT TO THE BEST OF THIS ARCHITECT'S KNOWLEDGE, ENCLOSED PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS AS DETERMINED IN ACCORDANCE WITH CHAPTERS 603 AND 601, LAWS OF FLORIDA. JOHN A. BODZIAK, ARCHITECT AIA, PA, ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT, FLORIDA REGISTRATION NO. AR0005065, IS THE ARCHITECT OF RECORD FOR THIS PROJECT. THESE PLANS AND SPECIFICATIONS ARE NOT TO BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREON. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED HEREON. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREON.



**MIKE TWITTY, MAI, CFA**  
**Pinellas County Property Appraiser**

[www.pcpao.gov](http://www.pcpao.gov)

[mike@pcpao.gov](mailto:mike@pcpao.gov)

Run Date: 20 Mar 2024

Subject Parcel: 09-31-15-87048-000-0070

Radius: 300 feet

Parcel Count: 160

Total pages: 7

Public information is furnished by the Property Appraiser's Office and must be accepted by the recipient with the understanding that the information received was developed and collected for the purpose of developing a Property Value Roll per Florida Statute. The Pinellas County Property Appraiser's Office makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability or suitability of this information for any other particular use. The Pinellas County Property Appraiser's Office assumes no liability whatsoever associated with the use or misuse of such information.

DE ROSE, LUIGI G  
DE ROSE, MARIO  
C/O PACIFIC HOMES LTD  
1-2 HOLLAND DR  
BOLTON ON L7E 1E1,

CURRAN, IAN  
CURRAN, NICHOLA  
2350 SIERRA CREEK RD  
AGOURA HILLS, CA 91301-6244

ABELKIS, RICHARD RIMAS  
CUCCIO, CLAIRE ELLEN  
PSC 79 BOX 80  
APO, AE 09714-0001

RATCLIFFE, CATHERINE  
RATCLIFFE, AARON GRANT  
6804 GUILFORD CREST DR  
APOLLO BEACH, FL 33572-1704

WASIELEWSKI, JOSEPH S  
WASIELEWSKI, MONIKA  
304 CEDAR FALLS DR  
APOLLO BEACH, FL 33572-3117

KUSHNIR INVESTMENT TRUST  
KIT LC TRE  
4005 64TH ST  
BETHESDA, MD 20816-2617

KUDRNA, PATRICIA B TRE  
KUDRNA, BETTY N TRE  
3810 RAYMOND AVE  
BROOKFIELD, IL 60513-1568

DEFOREST, DAVID  
DEFOREST, COLLEEN  
120 RED OAK CT  
BYRON, GA 31008

DONITA INVESTMENTS INC  
RR 1 SITE 3 BOX 12  
THORSBY ALBERTA T0C 2P0,  
CANADA

5027784 ONTARIO LIMITED  
3140 18TH SIDERD  
KING ON L7B 0H4,  
CANADA

MCNALLEY, GWENDELYN  
22219 KENNEDY RD  
QUEENSVILLE ON L0G 1R0,  
CANADA

HINES, LINDA E REVOCABLE TRUST  
HINES, V DOUGLAS REVOCABLE TRUST  
11 FAIRFIELD DR  
CATONSVILLE, MD 21228-5026

SAUTER, JOSEPH N  
SAUTER, BROOKE A  
578 PEPPER RIDGE RD  
CINCINNATI, OH 45244-1247

PINELLAS COUNTY  
ATTN: PARKS DEPT/MADEIRA BEACH  
315 COURT ST  
CLEARWATER, FL 33756-5165

ALVAREZ, RAMON J  
ALVAREZ, MARIANNE M  
3002 JASON CT  
CLEARWATER, FL 33761-1420

DALY, JAMES LEO  
DALY, MARGARET LOUISE  
43 SAN MARINO CRES  
HAMILTON ON L9C 2B6,  
CANADA

DALY, JAMES L  
DALY, MARGARET  
43 SAN MARINO CRES  
HAMILTON ON L9C 2B6,  
CANADA

DALY, BRIAN MICHAEL  
DALY, KEVIN  
28 NELLIDA CRES  
HAMILTON ON L9C 7P8,  
CANADA

BASHAM, GREGORY C TRE  
BASHAM, LISA SAVICKI TRE  
667 SULKY CT  
HEBRON, KY 41048-8484

GILLELAND, CHARLES R  
GILLELAND, JANE I  
6960 RIVERDALE DR  
HORACE, ND 58047-5711

HELFRICH, JACOB  
HELFRICH, THERESA  
162-35 99TH ST  
HOWARD BEACH, NY 11414-4025

ABDELAAL, SALMA M  
ABDELHAMEED, MAGDY H  
100 WINDRUSH BLVD UNIT 3  
INDIAN ROCKS BEACH, FL 33785-2999

LUMIA, FRANCO  
BENTIVEGNA, FRANCA  
118 13TH AVE  
INDIAN ROCKS BEACH, FL 33785-3728

LUMIA, FRANCO  
BENTIVEGNA, FRANCA  
118 13TH AVE  
INDIAN ROCKS BEACH, FL 33785-3728

HOFMAN, ROSELLEN TRUST  
HOFMAN, ROSELLEN TRE  
23530 GRACEWOOD CIR  
LAND O LAKES, FL 34639-4950

GOMBORONE, JAMES  
GOMBORONE, ELIZABETH  
32 CHURCH ST  
LE ROY, NY 14482-1033

SERDENKOVSKI, VLADO  
SERDENKOVSKI, ELICA  
19042 SHAY CT  
LIVONIA, MI 48152-4121

ADAMS, DAVID C TRE  
ADAMS, DAVID C TRUST  
340 CRESTRIDGE LN  
LONGMONT, CO 80501-4731

ADAMS, DAVID C TRE  
ADAMS, DAVID C TRUST  
340 CRESTRIDGE LN  
LONGMONT, CO 80501-4731

MELVIN, ANTHONY  
MELVIN, LYNNE  
106 146TH AVE E  
MADEIRA BEACH, FL 33708-2120

FOSTER, ROBERT L  
VERBA-FOSTER, VIOLETA V  
138 147TH AVE E  
MADEIRA BEACH, FL 33708-2126

FUSICK, GARY  
FUSICK, ANGELINE A  
101 148TH AVE E  
MADEIRA BEACH, FL 33708-2129

SWECKER, NICOLE MARIE  
SWECKER, RANDALL SCOTT JR  
120 148TH AVE E  
MADEIRA BEACH, FL 33708-2130

BURDA, LAURA DENISE TRE  
BURDA, LAURA DENISE TRUST  
130 148TH AVE E  
MADEIRA BEACH, FL 33708-2130

KRIVOPISHCHENKO, GENNADIY  
KRIVOPISHCHENKO, OKSANA  
14700 GULF BLVD UNIT 205  
MADEIRA BEACH, FL 33708-2164

SANSONE, VINCENT TRE  
SANSONE FAMILY TRUST  
14710 GULF BLVD APT 304  
MADEIRA BEACH, FL 33708-2176

WALLACE, WALTER  
WALLACE, MAUREEN  
14710 GULF BLVD UNIT 108  
MADEIRA BEACH, FL 33708-2176

SAFAVI-NAINI, MOHAMMAD M  
KHASHIAR-DOOST, PARVANEH  
14710 GULF BLVD UNIT 504  
MADEIRA BEACH, FL 33708-2288

HYDE, ASA A TRE  
HYDE, CAROLYN M TRE  
510 MARLYN WAY  
MADEIRA BEACH, FL 33708-2342

MCELROY, LARRY D TRE  
MCELROY, ELLEN E TRE  
904 BRIARWOOD CRST  
NASHVILLE, TN 37221-4351

SHELFFO, JANINE  
MCGRATH, STEPHEN  
28 LAIGHT ST APT 4E  
NEW YORK, NY 10013-2143

SHELFFO, JANNIE M  
MCGRATH, STEPHEN S  
28 LAIGHT ST APT 4E  
NEW YORK, NY 10013-2143

CELEBRE, RAFFAELE  
CELEBRE, ADRIANA  
197 RUSSELL SNIDER DR  
NOBLETON ON LOG 1N0,  
CANADA

NADENIK, JACALYN R REVOCABLE TRUST  
NADENIK, JACALYN R TRE  
2345 WHITE OAK DR  
NORTHBROOK, IL 60062-6347

MECCA, DANIEL J  
MECCA, CAROL J  
5950 SW 21ST AVENUE RD  
OCALA, FL 34471-0145

MORALES, ROBERT RAMON  
HERNANDEZ, BRENDA FERNADEZ  
309 MADEIRA AVE  
ORLANDO, FL 32825-3622

BOON, JAMES  
BOON, DEBBIE  
NENE VIEW RIVERSIDE CLOSE  
OUNDL NORTHANTS PE8 4DN,  
UNITED KINGDOM

BETTON, WALTER L  
BETTON, JANICE  
36750 US HIGHWAY 19 N LOT 2205  
PALM HARBOR, FL 34684-1239

HILL REVOCABLE FAMILY TRUST  
HILL, ALLEN F TRE  
234 WHISPERING LAKE DR  
PALOS PARK, IL 60464-2532

GRAVES, KELLY TRUST  
GRAVES, EVAN TRUST  
705 PELICAN LN  
PEOTONE, IL 60468-8702

COWEN, TIMOTHY A  
COWEN, SHARON L  
8268 66TH WAY N  
PINELLAS PARK, FL 33781-2062

ESTES, LARRY L  
ESTES, JANICE A  
16365 REDINGTON DR  
REDINGTON BEACH, FL 33708-1547

GOLDSBERRY, WILLIAM J JR REV TRUST  
GOLDSBERRY, WILLIAM J JR TRE  
1003 HEATHROW LN  
ROCHESTER, IL 62563-8719

EASTMAN, MATTHEW ELLIOTT  
EASTMAN, CORBIN GAUCHER  
1744 10TH ST APT 1  
SANTA MONICA, CA 90404-4369

LEE, YIHSYONG  
LEE, YACHIH  
3 FORT HILL LN  
SCARSDALE, NY 10583-2406

SEAVIEW CONDOMINIUM ASSN INC  
C/O RESOURCE PROPERTY MGMT  
7300 PARK ST  
SEMINOLE, FL 33777-4601

SEABREEZE AT MADEIRA CONDO ASSN INC  
C/O ARIZONA FUNDS LLC  
8830 BAYWOOD PARK DR  
SEMINOLE, FL 33777-4605

HATT, HAROLD A TRE  
HATT, RUTH M TRE  
WEYBROOK FARM  
SHERBORNE ST JOHN  
BASINGSTOKE HANTS RG24 9LE,

BELTRANO, CARINA  
MEUNIER, ALEXANDRE  
420 RUE ARLINGTON  
SHERBROOKE QC J1J 3P6,  
CANADA

SUSSMAN, STEVEN  
SUSSMAN, ELIZABETH  
992 LIVE OAK TERRACE NE  
ST PETERSBURG, FL 33703-3179

STAPOR, EDWARD  
GALLAYS, NATALIE  
6115 BAHIA DEL MAR BLVD APT 6  
ST PETERSBURG, FL 33715-2382

HANEY, WILLIAM R LIVING TRUST  
HANEY, WILLIAM R TRE  
1368 LAUREL OAKS DR  
STREAMWOOD, IL 60107-3305

HANEY, WILLIAM R LIVING TRUST  
HANEY, WILLIAM R TRE  
1368 LAUREL OAKS DR  
STREAMWOOD, IL 60107-3305

Item 12D.

GRINSTEAD, JASON  
GRINSTEAD, LINDSAY  
11904 MANDEVILLA CT  
TAMPA, FL 33626-3305

APRILE, RONALD D  
APRILE, DEBRA A  
17924 CACHET ISLE DR  
TAMPA, FL 33647-2702

BOON, JAMES  
BOON, DEBBIE  
117 OUNDLE RD  
THRAPSTON NORTHANTS NN4 4PB,  
UNITED KINGDOM

HUELSKAMP, KEITH H  
KUETERMAN, JAMES A  
460 BURNSIDE DR  
TIPP CITY, OH 45371

ROGERS, SCOTT M  
ROGER,S MIRANDA J  
7032 AUTONBROUGH DR  
TOLEDO, OH 43617

GIALLOMBARDO, ANTHONY G  
GIALLOMBARDO, LIDIA A  
176 SHENANDOAH BLVD  
TOMS RIVER, NJ 08753-2941

PECCIA, MARIO  
PECCIA, ROBERT  
223 BRIDGELAND AVE  
TORONTO ON M6A 1Y7,  
CANADA

RESSEL, CLAUS  
C/O COMPREHENSIVE MGMT  
1 KEY CAPRI APT 113W  
TREASURE ISLAND, FL 33706-4959

MCCLELLAND, STEPHEN  
MCCLELLAND, BETH  
541 WAGG RD  
UXBRIDGE ON L9P 1R4,  
CANADA

DEVER, JOHN E  
DEVER, PATRICIA A  
3105 RED LION DR  
VALRICO, FL 33596-6094

LUSTIG, MARTIN S  
LUSTIG, CYNTHIA  
4825 WALNUT LAKE RD  
WEST BLOOMFIELD, MI 48323-2452

VITELLAS, MICHAEL X TRE  
VITELLAS, ANGELINE TRE  
375 BIRCHWOOD LN  
WESTERVILLE, OH 43081-3000

RICARD, LINDA K TRE  
RICARD, LINDA K REV LIV TRUST  
8208 SPRINGDALE DR  
WHITE LAKE, MI 48386-4544

KD BEACH PROPERTIES LLC  
20336 OLD HIGHWAY 6  
ADEL, IA 50003-5615

NAGLAPURA, SUBRAMANYA  
3568 SHORELINE CIR  
PALM HARBOR, FL 34684-1743

HENKEL, BRIAN K  
14600 GULF BLVD UNIT 203  
MADEIRA BEACH, FL 33708-2167

SELENSKI, BRIAN  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

HARTMAN, RUSSELL L  
8133 GRAND RIVER RD  
BRIGHTON, MI 48114-9375

FORTIS FAMILIA LLC  
PO BOX 86634  
MADEIRA BEACH, FL 33738-6634

HUBER, GRACE  
78 146TH AVE E  
MADEIRA BEACH, FL 33708-2118

SEAVIEW 202 LLC  
190 CEYLON AVE  
TAMPA, FL 33606-3330

LMM PROPERTY SIX LLC  
36750 US HIGHWAY 19 N STE 2408  
PALM HARBOR, FL 34684-1239

SELENSKI, BRIAN  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

SELENSKI, BRIAN  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

SELENSKI, BRIAN  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

SELENSKI, BRIAN  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

SELENSKI, BRIAN  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

GEORGE FAMILY TRUST  
30 GARDEN DR  
WABASH, IN 46992-7111

PENPOW LLC  
362 CHOWNING CIR  
KETTERING, OH 45429-1626

HOUSEOFGOLD INC  
14711 GULF BLVD  
MADEIRA BEACH, FL 33708-2151

M & C MADLAND LLC  
14705 GULF BLVD  
MADEIRA BEACH, FL 33708-2151

FORTIS FAMILIA LLC  
PO BOX 86634  
MADEIRA BEACH, FL 33738-6634

FORTIS FAMILIA LLC  
PO BOX 86634  
MADEIRA BEACH, FL 33738-6634

SELENSKI RENTALS LLC  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

SAWYER, JOHN PATERSON  
929 BAY ESPLANADE  
CLEARWATER, FL 33767-1112

LAND O'FROST INC  
16850 CHICAGO AVE  
LANSING, IL 60438-1121

COASTAL LLC  
8835 NE HUBBELL RD  
BONDURANT, IA 50035-1252

KRAMER, LEROY J  
27685 BUTLER CENTER RD  
CLARKSVILLE, IA 50619-9253

MOUNTAIN GOLD LLC  
475 APPLE VALLEY RD  
SEVIERVILLE, TN 37862-5410

SELENSKI, BRIAN  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

T J OF LAS BRISAS LLC  
1910 MCADAM RD  
DARIEN, IL 60561-3523

STAUDER, JEFF  
349 MADEIRA CIR  
TIERRA VERDE, FL 33715-1986

KINGDOM REALTY LLP  
4921 71ST AVE N  
PINELLAS PARK, FL 33781-4428

VALEMIL LLC  
3 BAYBERRY DR  
SADDLE RIVER, NJ 07458-2609

FERNANDES, ANN F  
14980 WOODCREST RD  
BROOKSVILLE, FL 34604-0624

SELENSKI, BRIAN  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

TAVIANINI, JOSEPH A JR  
2375 BENDERS DR  
BATH, PA 18014-9752

LAS BRISAS 308 LLC  
26 STOCKTON ST  
BLOOMFIELD, NJ 07003-5016

PAWPURR EPSILON LLC  
2143 INNER CIR S  
ST PETERSBURG, FL 33712-6026

SCHOLL, JEANINE A  
140 148TH AVE E  
MADEIRA BEACH, FL 33708-2130

FORTIS FAMILIA LLC  
PO BOX 86634  
MADEIRA BEACH, FL 33738-6634

SELENSKI RENTALS LLC  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

MADEIRA BEACH, CITY OF  
300 MUNICIPAL DR  
MADEIRA BEACH, FL 33708-1916

RICKETTS, SHARON  
14600 GULF BLVD APT 301  
MADEIRA BEACH, FL 33708-2167

THE ARIE DAM CONDOMINIUM ASSOCIATION  
INC  
250 104TH AVE  
TREASURE ISLAND, FL 33706-4846

SELENSKI, BRIAN  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

SELENSKI RENTALS LLC  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

RISK MANAGEMENT REVIEW LLC  
3518 SE 16TH PL  
CAPE CORAL, FL 33904-4461

CLAROBNIK INC  
13030 GULF BLVD  
MADEIRA BEACH, FL 33708-2639

PETRUCCI, GIOVANNA  
6427 PARSON BROWN DR  
ORLANDO, FL 32819-4676

BELTRANO, FABIOLA  
111 148TH AVE E  
MADEIRA BEACH, FL 33708-2129

GAUTAM, SUDARSHAN K  
31361 EL HORNO ST UNIT 3  
SAN JUAN CAPISTRANO, CA 92675-2688

NUM ONE SUN LLC  
19113 DOVES LANDING DR  
TAMPA, FL 33647-3002

WEISER, JAMES  
1210 MARIEN DR  
COLUMBIA, IL 62236-2770

LANDEL, KAREN R  
908 DUESENBERG DR  
AUBURN, IN 46706-3223

SELENSKI, BRIAN  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

SELENSKI, BRIAN  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

TAWAKUL506 LLC  
2182 CARRINGTON CHASE  
ROCKFORD, IL 61114-8413

FORTIS FAMILIA LLC  
PO BOX 86634  
MADEIRA BEACH, FL 33738-6634

FORTIS FAMILIA LLC  
PO BOX 86634  
MADEIRA BEACH, FL 33738-6634

SELENSKI RENTALS LLC  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

SPEAKMAN, WAYNETTE  
121 148TH AVE E  
MADEIRA BEACH, FL 33708-2129

COPP, MARISSA MARY  
120 146TH AVE E UNIT 2  
MADEIRA BEACH, FL 33708-2199

SEAVIEW 502 LLC  
1622 CHIPPEWA CT  
GROVE CITY, OH 43123-9717

GREENFIELD PROPERTIES OF MINNESOTA LLC  
7120 71ST AVE  
LORETTO, MN 55357-9653

SELENSKI, BRIAN  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

SELENSKI, BRIAN  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

NAVARRO, JOHN  
11501 47TH AVE N  
ST PETERSBURG, FL 33708-2705

KREITZ, RHONDA L  
14914 N BAYSHORE DR  
MADEIRA BEACH, FL 33708-2144

ONEILL HOLDINGS LLC  
16512 BRIGADOON DR  
TAMPA, FL 33618-1051

DEL BENE, CHRISTOPHER  
70 147TH AVE E  
MADEIRA BEACH, FL 33708-2124

FORTIS FAMILIA LLC  
PO BOX 86634  
MADEIRA BEACH, FL 33738-6634

SELENSKI RENTALS LLC  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

MAD BEACH LLC  
7120 71ST AVE  
LORETTO, MN 55357-9653

DOYNE, KAREN L  
2700 WOODLEY RD NW # 1  
WASHINGTON, DC 20008-4145

LMM PROPERTY FOUR LLC  
14600 GULF BLVD UNIT 104  
MADEIRA BEACH, FL 33708-2101

BEACH PLAZA APT MOTEL CONDO ASSN INC  
14560 GULF BLVD  
MADEIRA BEACH, FL 33708-2148



SELENSKI RENTALS LLC  
14500 GULF BLVD  
MADEIRA BEACH, FL 33708-2148

DEL VISTA LLC  
1011 MAJESTIC OAKS WAY  
SIMPSONVILLE, KY 40067-5619

JSMJ 14710 GULF BOULEVARD LB  
3347 SE 22ND PL  
CAPE CORAL, FL 33904-4426

*Item 12D.*

LAS BRISAS OF MADEIRA CONDO ASSN INC  
13030 GULF BLVD  
MADEIRA BEACH, FL 33708-2639

DOCKSIDE DAVES RESTAURANT LLC  
14701 GULF BLVD  
MADEIRA BEACH, FL 33708-2151

FORTIS FAMILIA LLC  
PO BOX 86634  
MADEIRA BEACH, FL 33738-6634

GALLIMORE, CHRISTOPHER M  
131 148TH AVE E  
MADEIRA BEACH, FL 33708-2129

BANNO, JEFFREY B  
107 147TH AVE E APT 1  
ST PETERSBURG, FL 33708-2291

J J & M R PROPERTIES INC  
3203 E YUKON ST  
TAMPA, FL 33604-2325

KADELCO LLC  
11009 RIDGEDALE RD  
TEMPLE TERRACE, FL 33617-3025



# MEMORANDUM

## PUBLIC NOTICE

The Board of Commissioners of the City of Madeira Beach will hold a Public Hearing on **April 10, 2024, at 6:00 p.m.**, or as soon thereafter as the matter may be heard, at the Patricia Shontz Commission Chambers at 300 Municipal Drive, Madeira Beach, Florida 33708 to review an application for the approval by the Board of Commissioners of a Special Food Service Establishment (4COP) alcoholic beverage license for the sale of beer, wine, and liquor for consumption on premises at Dockside Dave’s Restaurant located at 14701 Gulf Blvd Madeira Beach, Florida 33708. This establishment is located in the C-3, Retail Commercial Zoning District and the future land use designation is Residential/Office/Retail (R/O/R).

---

### (4COP) ALCOHOLIC BEVERAGE LICENSE APPLICATION # 2024-02

**Applicant(s):** Dockside Daves Real Estate, LLC

**Business Location:** 14701 Gulf Blvd Madeira Beach, Fl 33708

**Business:** Dockside Dave’s Restaurant

**Application Request:** Increase from 2COP to Special Food Service Establishment (4COP) Alcoholic Beverage License pursuant to Section 110-534 of the Madeira Beach Code of Ordinances

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2024-02, is seeking a Special Food Service Establishment (4COP) alcoholic beverage license for the sale of beer, wine, and liquor for consumption on premises at Dockside Dave’s Restaurant of Madeira Beach located at 14701 Gulf Blvd Madeira Beach, Fl 33708. This establishment is located in the C-3, Retail Commercial Zoning District. The future land use designation for the property is Residential/Office/Retail (R/O/R).

**Note:**

Section 110-534 of the Madeira Beach Code of Ordinances requires the approval by the Board of Commissioners for an existing alcoholic beverage zoned property to change to an alcoholic beverage license of greater intensity. The new application would be reviewed for all factors located under Section 110-532. You have received this notice, pursuant to City Code Section 110-539, because you are a property owner within 300 feet of the subject property. If you are desirous of voicing approval or disapproval of this application, you may attend the Public Hearing for this application.



A copy of the application is available for inspection in the Community Development Department between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the application, please contact Joe Petraglia, Planning Tech at 727-391-9951, ext. 283 or [jpetraglia@madeirabeachfl.gov](mailto:jpetraglia@madeirabeachfl.gov).

Any affected person may become a party to this 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 the attached Notice of Intent to be a party with the Community Development Department not less than five days prior to commencement of the hearing. The completed form may be emailed or submitted in person to the following:

Community Development Department 300 Municipal Drive Madeira Beach, FL 33708	Joseph Petraglia, Planning Tech <a href="mailto:jpetraglia@madeirabeachfl.gov">jpetraglia@madeirabeachfl.gov</a> 727-391-9951, ext. 283
--	---

**Posted:**

March 25, 2024 @ Property Site, Gulf Beaches Public Library, City Hall, City of Madeira Beach, and Website Posting Locations.

**Note:** 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 City to transcribe verbatim minutes; therefore, the affected party must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting must contact Community Development Director, Jenny Rowan no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 255 or 244 or send a written request to [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov).





### AFFIDAVIT OF MAILING

Date: 3/25/2024

Mailings for Case # ARP 2024-00

Before me this day Lisa Selvarajah personally appeared. He/she has mailed public notices to property owners within a 300 foot radius of the subject property.

Lisa Selvarajah  
Signature

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn and subscribed before me this 25<sup>th</sup> day of March, 20 24.

Personally known or produced \_\_\_\_\_ as identification.



Samantha Arison  
Notary Public

03/25/24  
Date

\*Copy of public notice is attached.



# AFFIDAVIT OF POSTING

Date: 3/25/2024  
Postings for: ABP 2024 02

Before me this day Lisa Scheuermann personally appeared. He/she has posted public notices at the locations indicated in the notice document(s).

Lisa Scheuermann  
Signature

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn to and subscribed before me this 25<sup>th</sup> day of March, 2024.

Personally known or produced \_\_\_\_\_ as identification.



Samantha Arison  
Notary Public

3/25/24  
Date

\*Copy of public notice is attached.



Item 12D.

**NOTICE OF INTENT TO BE AN AFFECTED PARTY**

**AFFECTED PERSON INFORMATION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**APPLICATION INFORMATION**

Case No or Application No., whichever applies: \_\_\_\_\_

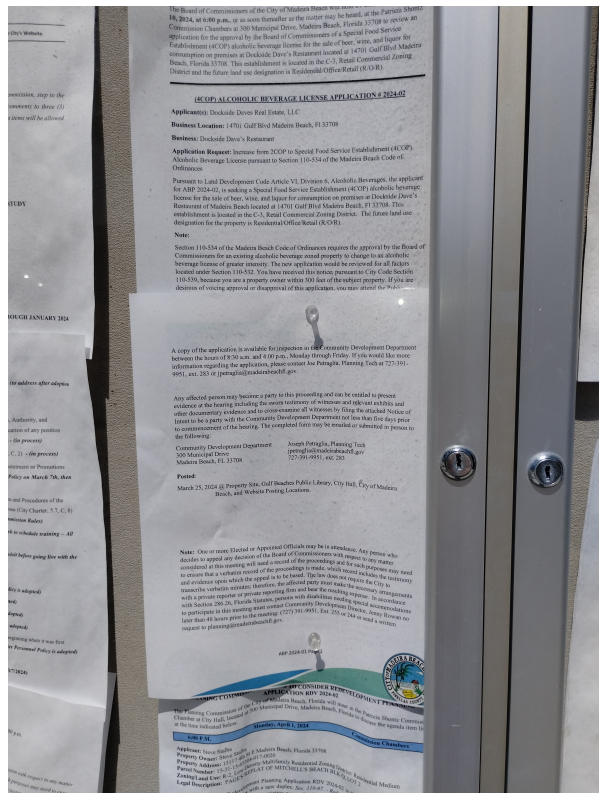
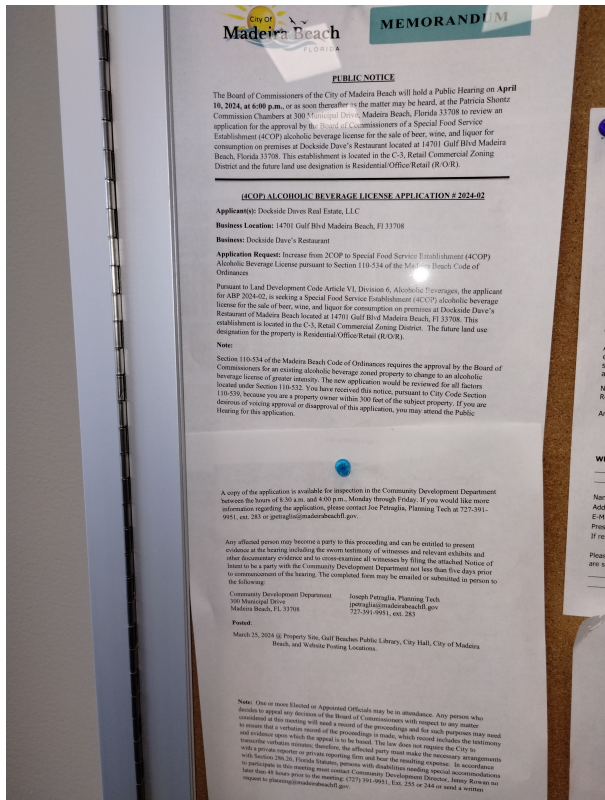
Applicant's Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Affected Person

\_\_\_\_\_  
Date

Note: One or more Elected or Appointed Officials may be in attendance. Any person who decides to appeal any decision of the Special Magistrate 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 City to transcribe verbatim minutes; 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 in order to participate in this meeting should call 727-391-9951 or fax a written request to 727-399-1131.







## MEMORANDUM

TO: Hon. Mayor and Board of Commissioners  
 VIA: Robin Gomez, City Manager  
 FROM: Clara VanBlargan, City Clerk  
 DATE: April 3, 2024  
 RE: **BOC Policy Handbook**

---

### Background:

In accordance with the City Charter, Section 4.5, Rules of Procedure; Meetings, the Board of Commissioners must determine its own rules and order of business within 90 days following each election. The BOC Policy Handbook must be adopted by resolution no later than the June 12, 2024 BOC Regular Meeting.

This item was discussed at the March workshop meeting. Changes were made to the BOC Policy Handbook as directed. The Board can still make changes to the policy before adopting them by resolution.

In addition to the Board's own rules of procedure, the current edition of Robert's Rules of Order is part of the Boards rules of order in the BOC Policy Handbook:

### **BOC Policy Handbook, Article II, Rules of Procedure for Boards of Commissioners Meetings:**

1. General Policies, Rules of Order p. 14 of 20
  - **Rules of Order.** The current edition of Robert's Rules of Order shall be the rules of order; in addition to the rules of procedure stated in this policy handbook.
2. Types of Meetings [City Charter, Section 4.5 – Rules of procedure; quorum; meetings], pp. 14 & 15 of 20
  - **Parliamentarian.** The City Attorney shall act as the parliamentarian to the Board of Commissioners by advising the Mayor regarding matters of procedure. The Board could choose one of its members who is knowledgeable about the procedures to act as the parliamentarian. Each Commission member must understand the parliamentary procedures, or it will be impossible to conduct its meeting properly.



The City Clerk is scheduling a parliamentary training workshop for the Board. The Board can adopt the BOC Policy Handbook at the April 10, 2024 BOC Regular Meeting or wait until after the parliamentary training and adopt it at the June 12, 2024 BOC Regular Meeting.

The revised 12<sup>th</sup> Edition of Robert's Rules of Order is in each Commission mailbox.

**Attachment(s):**

Resolution 2024-02, Adopting the BOC Policy Handbook

Resolution 2024-02, Exhibit A: BOC Policy Handbook

Running Your Meeting and Robert's Rules of Order (handout from previous parliamentary training)

**RESOLUTION 2024-02**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BOARD OF COMMISSIONERS POLICY HANDBOOK; REPEALING RESOLUTION 2023-05; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, City Charter Section 4.5 (B) authorizes the Board of Commissioners to determine its own rules for the order of business by resolution at a regular meeting of the Board of Commissioners within ninety (90) days following the municipal election.

**WHEREAS**, the Board of Commissioners desires to consider, update, amend, restate and adopt the recommended changes proposed by Commission members and City staff.

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

1. The City of Madeira Beach Board of Commissioners Policy Handbook has been reviewed, updated, amended and restated.
2. The **“City of Madeira Beach Board of Commissioners Policy Handbook”** attached hereto as Exhibit “A” is hereby adopted.
3. A copy of this Resolution and the Board of Commissioners Policy Handbook will be provided to all Commission members, City staff, and posted on the City’s website.
4. Resolution 2023-05 is hereby repealed.
5. This resolution shall become effective immediately upon its adoption.

**INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

\_\_\_\_\_  
**James “Jim” Rostek, Mayor**

**ATTEST:**

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



**BOARD OF COMMISSIONERS POLICY HANDBOOK  
Resolution 2024-02  
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## ARTICLE I

### OFFICIAL COMMUNICATIONS AND REPRESENTATION OF THE CITY PROTOCOL

The City Charter provides information on the roles and responsibilities of the Board of City Commissioners. In accordance with City Charter, Sec. 4.5 (B), the Board of Commissioners shall determine its own rules and order of business by resolution within 90 days following each election. Once adopted by resolution, the legislation must be adhered to until any modifications thereof are made. The Board of Commissioners hereby adopt these policy guidelines describing the protocol for various official communications and representations on behalf of the City of Madeira Beach.

#### I. OVERVIEW OF ROLES & RESPONSIBILITIES

The roles and responsibilities of elected officials can be found in the City Charter, City Code as well as established past practices.

#### CITY CHARTER DUTIES

##### 1. Mayor (City Charter, Section 4.3)

- Presides at all meetings of the Board of Commissioners.
- Have a voice and vote in the proceedings of the Commission.
- Recognized as the official head of the City of Madeira Beach, Florida, government for all ceremonial purposes and may issue Proclamations and award the Key to the City.
- Official for service of process (receives lawsuits and other documents on behalf of the City of Madeira Beach).
- Official designated to represent the City of Madeira Beach, Florida, in all agreements with other entities or certifications to other government entities but shall have no administrative duties except as required to carry out the responsibilities herein.

##### 2. Vice-Mayor (City Charter, Section 4.4)

- The Board of Commissioners shall appoint a Vice-Mayor at its first regular meeting following the election. The term of Vice-Mayor shall be for one (1) year. The Vice-Mayor shall act as Mayor during the absence or disability of the Mayor. Should the Vice-Mayor be required to act as Mayor for a period in excess of thirty(30) days, he/she shall receive the compensation of the Mayor retroactive to the date upon which he/she assumed the Mayoral duties.

##### 3. Board of Commissioners (City Charter, Article IV)

All members of the Board of Commissioners have equal votes. No Commission member has more authority than any other Commission member. Each Commission member shall fully participate in the Board of Commissioners' meetings and may represent the City at ceremonial and/or formal functions at the request of the Mayor or District Commissioners.

## II. GUIDELINES RELATED TO COMMISSION COMMUNICATIONS

### 1. Ceremonial Events

- Requests for City representative(s) at ceremonial events will be handled by the City Manager's Office. The Mayor serves as the designated City representative for ceremonial purposes. If the Mayor is unavailable to attend, the Vice-Mayor will be asked to represent the City, and if the Vice-Mayor is unavailable, another Commission member will be asked to represent the City. District Commissioners can also represent the City at ceremonial events if requested.
- Invitations received at City Hall by mail or email are presumed to be for official City representation. Invitations addressed to Commission members at their homes are presumed to be unofficial, personal invitations.
- All Commissioners are encouraged to show up and positively represent the City without violating the Sunshine Law.

### 2. Official Correspondence

- Each Commission member may prepare and send correspondence under their signature on City letterhead, but City letterhead shall not be used for personal or election or campaign correspondence. However, before sending correspondence, the Commission member shall check with the City Manager or the City Clerk to see if an official City response has already been sent or is in progress. A signed copy of the correspondence shall be given to the City Clerk to be filed as part of the public record and may be placed on the City Website.
- No written commitment or position shall be made by any individual member of the Board of Commissioners on behalf of the City without first having obtained a majority direction from the Board of Commissioners. A copy of all correspondence shall be given to the City Clerk to be filed as part of the public record and may be placed on the City Website.
- All official and legal correspondence of the City, including contracts, agreements and ordinances, shall be signed by the Mayor or as otherwise provided within the correspondence. In the absence of the Mayor, the Vice-Mayor shall sign on behalf of the City. A copy of all official and legal correspondence of the City shall be given to the City Clerk to be filed as part of the public record.
- All correspondence received at City Hall for the Mayor and Commissioners is considered official mail, excluding anonymous mail, and shall be opened by the City Clerk. Originals shall be filed as part of the public record and a copy of the mail shall be placed in the mailbox of the Commission member to whom the mail was addressed to. Although, anonymous mail is considered a public record it is not considered official mail and will be treated accordingly depending on the nature of its contents.

### 3. Public Communications

- The Board of Commissioners will endeavor to inform and interact with the public in meaningful and respectful ways that convey accurate information, using the following guidelines:
- Commission members frequently are asked to explain an action made by the Board or to give their opinion about an issue as they meet and talk with constituents in the community. Commission members may give a brief overview of a decision made by the Board or City policy and to refer to City staff for further information.
- Commission members may not overtly or implicitly promise Board of Commissioners action, or to promise City staff will do something specific (i.e., fix a pothole, void a parking ticket, plant new flowers in the median, etc.). Commission members shall make no promises on behalf of the Board of Commissioners.
- Commission members may not make any personal comments, verbal or nonverbal, about other Commission members.
- Commission members may publicly disagree about an issue, but one should refrain from making derogatory and/or inflammatory comments, verbal or nonverbal, about other Commission members, based on their opinions, and actions.
- A Commission member may have the City Manager inform and interact with the public on their behalf.
- Commission members should not give any opinions on issues to be decided by the Board of Commissioners.

### III. COMMISSION CONDUCT WITH CITY STAFF

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, who implements and administers the policies of the Board of Commissioners. Therefore, every effort shall be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

#### 1. Do not get involved in administrative functions. (City Charter, Section 4.6. C.)

- Board of Commissioners shall not interfere with Administration.

Language as written in City Charter, Section 4.6., B. “*Appointments and removals.*” Neither the Board of Commissioners nor any of its members shall in any manner dictate the *appointment or removal* of any City administrative officer or *employees whom the City Manager or any of his/her subordinates are empowered to appoint*, but the Board of Commissioners may express its views and fully and freely discuss with the Manager anything pertaining to appointment and removal of such officers and employees.”



Language as written in City Charter, Section 4.6., C. *“Interference with administration. Except for the purpose of inquiries and investigation, the Board of Commissioners or its members shall deal with the City officers and its employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the Board of Commissioners or its members shall give orders to any such officers or employee, neither publicly nor privately, except as provided under the emergency powers section of this Charter. The Board of Commissioners or any of its committees or members, individually or collectively, shall not direct or request the appointment of any person or his/her removal from, office by the City Manager or any of his/her subordinates or in any manner, directly or indirectly, take part in the appointment or removal of any officers or employees or members of Boards in the Administrative Service of the City of Madeira Beach, Florida. The Board of Commissioners nor any member thereof shall give orders to any subordinate or Officer of said City, either publicly or privately, directly or indirectly.”*

- It is permissible for a Commission member to ask questions of or request information from a City officer or its employees for clarification of an item listed on the agenda in preparation of a meeting, as long as the request is through the City Manager.
- Language as written in City Charter, Section 4.9. Investigations. *“The Board of Commissioners may make investigations into the affairs of the City by appointing a Charter Officer to investigate internal affairs of the City and report their findings to the Board of Commissioners.”*

**2. Check with City staff on correspondence before taking action.**

Often, the City Manager or City Clerk will be aware of a response already provided on behalf of the City that can be useful to the Board of Commissioners in understanding the status of projects, complaints and other inquiries.

**3. Do not attend meetings with City staff unless requested by a department director through the City Manager.**

Even if a Commission member does not say anything, his/her presence implies support, shows partiality, intimidates staff, and hampers staff’s ability to do their job objectively.

**4. Limit requests for staff support.**

Routine secretarial support will be provided to the Board of Commissioners by the City Clerk’s Office. All mail for the Mayor and Commissioners is opened and a copy retained by the City Clerk. Mail addressed to the Mayor that may need immediate response or action may be reviewed first by the City Manager who may note suggested action and/or follow-up items. Depending on the nature of the contents of anonymous mail, the City Attorney will first review it.

Requests for staff support - even in high priority or emergency situations -- shall be made to the City Manager who is responsible for allocating City resources to maintain a professional, well-run City government.

## 5. Do not solicit political support from staff.

Board of Commissioners shall not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates and engage in other political activities, but all such activities shall be done away from the workplace. City staff in uniform shall not be asked to pose with candidates for office nor shall City equipment, letterhead, logos, paper, envelopes or other city materials be used in, or to create, political campaign advertisements.

## IV. COMMISSION CONDUCT WITH THE PUBLIC

The Board of Commissioners are held to the highest standards of ethics and shall maintain the utmost standards of personal integrity, trustfulness, honesty, and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, comply with all applicable laws, and never use their official position or authority improperly or for personal gain.

### 1. In Public Meetings

- The Board of Commissioners will only use city issued electronic devices on the dais and/or in a public meeting and refrain from the use of personal electronic devices on the dais and/or in a public meeting, unless authorized by the Board of Commissioners.
- The Board of Commissioners shall make the public feel welcome, which is an important part of the democratic process. No signs of partiality, prejudice or disrespect shall be evident on the part of individual Commission members toward an individual participating in a public forum. Every effort shall be made to be fair and impartial in listening to public testimony. Commission members should be fair and impartial in listening to the public during public comment.
- The public will be given a reasonable opportunity to be heard on a proposition before a board or Commission.

Section 286.0114(3), F.S., states that the public's "opportunity to be heard" does not apply to:

- 1) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or Commission to act;
- 2) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- 3) A meeting that is exempt from s. 286.011; or
- 4) A meeting during which the board or Commission is acting in a quasi-judicial capacity. See AGO 17-01 (s. 286.0114, F.S., does not require that members of the public be given a reasonable opportunity to be heard at quasi-judicial code enforcement hearings held by a special magistrate pursuant to authority delegated from the county code enforcement board).

The statute does not prohibit a board or Commission from “maintaining orderly conduct or proper decorum in a public meeting.” Section 286.0114(2), F.S. In addition, the opportunity to be heard is “subject to rules or policies adopted by the board or commission” as provided in s. 286.0114(4), F.S. These rules or policies are limited to those that:

- 1) Provide guidelines regarding the amount of time an individual must address the board or Commission;
  - 2) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or Commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;
  - 3) Prescribe procedures or forms for an individual to use in order to inform the board or Commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or
  - 4) Designate a specified period of time for public comment.
- If a board or Commission adopts such rules or policies and thereafter complies with them, it is deemed to be acting in compliance with the statute.

- 1) The Board of Commissioners adopted a “Pledge of Civility” and a “Mission and Vision Statement” in 2018 to maintain orderly conduct and proper decorum in the public meetings:

**PLEDGE OF CIVILITY** (Resolution 2018-10; 08/14/2018)

- We will always show respect to one another.
- We will direct all comments to the issue before us.
- We will refrain from personal attacks.

- 2) **MISSION AND VISION STATEMENT** (segments of Resolution 2018-08)

- **Public Trust** – We believe that honesty and integrity are the foundation of all constructive relationships and the basis of public trust. We will ensure that there is thorough ethical behavior and decision making.
- **Transparency** – We will protect and preserve open and honest governance to maintain the public’s trust and confidence.
- **Teamwork** – We are committed to working together, embracing diversity and inclusion to best serve one another and the public.
- **Accountability** – We define accountability as taking ownership and responsibility for the outcomes of our decisions, actions, and management of our resources.

- **Professionalism** – Professionalism is dedication to excellence through integrity, requiring careful analysis of issues, free of personal biases, with a commitment to the organization and the community.
- **Respect** – We value all viewpoints and opinions and treat each other with courtesy and respect.

## 2. In Unofficial Settings

Board of Commissioners are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as role models for the City. Honesty, integrity and respect for the dignity of each individual shall be reflected in every word and action taken by Commission members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

Board of Commissioners shall keep in mind that to the public they are first and foremost an elected official and that distinction makes the City Commissioner different from other residents, electors or citizens. All Commission members shall guard against any actions or words that would give even the appearance of bullying or misuse of their position.

## 3. In Official Forms of Media

Communication through media is an integral part of any governmental agency. All forms of media (television, newsletter, web site, etc.) play an important role in getting messages out to our community. The Board of Commissioners recognize a responsibility to make available accurate information to the public in a timely manner; understanding that people form opinions about the City based on what they read, hear and see. The objective of the City's media communications is to ensure public opinions are formed upon the basis of accurate information. To that purpose, the Board of Commissioners has established multiple media for proactively communicating with the community. The Commission members may ask that the City Manager speak on their behalf.

## 4. Monthly City Manager's Report

The City Manager shall put out a monthly report for purpose of conveying City news, events and project status reports to the community. Monthly reports include more detailed information when necessary.

## 5. Website

The City maintains a website, [www.madeirabeachfl.gov](http://www.madeirabeachfl.gov), for the benefit of residents and visitors. The website is intended to provide access to City contact information, services, requests for bids and proposals, general announcements and meeting notices, agendas and results as well as maps, among other features. The website also provides a means for the public to access published reports, such as the Certified Annual Financial Report (CAFR), the Annual Budget and the State of the City Address without coming to City Hall or paying for public records. These reports are generally too lengthy for publication in the monthly City Manager's Report or through the government access channel. While the information at the City's website can be accessed in "real time," it is maintained by City staff on a time available basis and updated as frequently as possible to remain current and accurate.

## 6. Government Access Channel or alternative measure

The City maintains a government access channel, currently Channel 640 – Madeira Beach TV (MB-TV) through the local cable television franchise provider for the benefit of residents and visitors. MB-TV is available within the corporate limits of Madeira Beach and is programmed from City Hall. The MB-TV channel is used to broadcast. This service provides residents and interested persons with a first-hand account of the City’s conduct of business. The goal is to use Closed Captioning in order to comply with ADA Recommendations.

## 7. Video Live Streaming

The City video Live Streams its Board of Commissioners (BOC) meetings to allow for more transparency to its citizens. BOC meetings can be watched live through You Tube Streaming on the City’s website or accessed anytime following the meeting. The State retention requirement for Live Streaming videos is two anniversary years after adoption of the official minutes or certification of transcript. Commission members shall make every effort to use the microphone when speaking so that their words can be heard on Live Streams and recordings.

Candidate Forums will be video live streamed on the government access channel even if it involves City personnel.

## V. COMMISSION CONDUCT WITH OTHER PUBLIC AGENCIES

### 1. Be clear about representing the City or personal interests.

If a Commission member appears before another governmental agency or organization to give a statement on an issue, they shall clearly state:

- If his or her statement reflects personal opinion or is the official stance of the City taken by the Board of Commissioners at a noticed meeting;
- Whether this is unanimous or the majority or minority opinion of the Board of Commissioners;
- If a Commission member is representing the City in an official or liaison capacity, they should speak or state the official City position on an issue, not a personal viewpoint. If the Commission member is representing another organization whose position is different from the City, they shall state that during their comments. Commission members shall be clear about when they represent the City and when they are speaking in an individual or other capacity.

### 2. Correspondence shall be equally clear about representation.

City letterhead may be used when a Commission member is representing the City and the City’s official position. A copy of official correspondence shall be given to the City Clerk to be filed in the Clerk’s Office as part of the public record and placed on the website. It is best that City letterhead is not used for correspondence of City Commissioners representing a personal point of view, or a dissenting point of view from an official Board of

Commissioners position. City letterhead should only be used for official City business and shall not be used for personal correspondence or for any election or campaign correspondence. The City Clerk or the City Manager shall approve that letter to be sent out.

## VI. COMMISSION CONDUCT WITH BOARDS AND COMMITTEES

The City has established various appointed Boards and Committees as a means of gathering recommendations after providing more public opportunities for more community input. Citizens who serve on Boards and Committees become more involved in government and serve as advisors to the Board of Commissioners. They are a valuable resource to the City's leadership and shall be treated with appreciation and respect.

### 1. **If attending a Board or Committee meeting, be careful to avoid influencing the Board or Committee's consideration or prejudicing the Board of Commissioners eventual consideration.**

- Commission members may attend any Board or Committee meeting, which are always open to any member of the public. However, they shall be sensitive to the way in which their presence may be viewed as unfairly affecting the process, especially if Commission members attend as a formal liaison on behalf of the Board of Commissioners. Commission members shall remember that attendance at a quasi-judicial hearing before a Board may place him/her in a position to be asked to disclose their attendance and any written or oral ex parte communications, or even recuse him/herself if there is evidence of prejudice or bias when the quasi-judicial matter is brought to the Board of Commissioners.
- Any public comments by a Commission member at an advisory Board or Committee meeting shall be clearly made as individual opinion and not a representation of the Board of Commissioners. The Board of Commissioners appoint Boards and Committees at large to provide independent recommendations to the Board of Commissioners and/or the City Manager. Commission members should be careful when suggesting a course of action or recommendation to an advisory Board or Committee because this could interfere with the independent judgment of the advisory Board or Committee contrary to the purpose and intent of the system.

### 2. **Limit contact with Board and Committee members to questions of clarification.**

- Remember that the Board of Commissioners appoint Boards and Committees to serve the community, not individual Commission members.
- It is prohibited for a Commission member to contact a Board or Committee member to lobby on behalf of an individual, business, or developer or to suggest or recommend an action be taken. Board and Committee members are appointed to take public comment and make independent recommendations to the Board of Commissioners and/or the City Manager, not vice versa (i.e., not to follow recommendations that may be desired by an individual Commission member). It is prohibited for advisory Board members and/or Committee members to contact Board of Commissioners to influence or to communicate a perspective counter to the official actions of the Board or Committee actions. All positions of an advisory Board or Committee shall be reduced

to a written recommendation that is voted upon and, if desired, the written recommendation(s) may contain majority, minority or individual comments or concerns.

- The Board of Commissioners appoint individuals to serve on Boards and Committees, and it is the responsibility of Boards and Committees to follow policy established by the Board of Commissioners. Board and Committee members do not report to individual Commission members, nor shall Commission members feel they have the power or right to threaten Board and Committee members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Committee shall be based on such criteria as expertise, ability to work with staff and the public and commitment to fulfilling official duties. A Board or Committee appointment shall not be used as a political "reward" for assistance in any campaign activities.

### **3. Be respectful of diverse opinions.**

A primary role of Boards and Committees is to represent many points of view in the community and to provide the Board of Commissioners with advice based on a full spectrum of concerns and perspectives. Commission members may have a closer working relationship with some individuals serving on Boards and Committees but shall be fair, balanced and respectful of all citizens serving on Boards and Committees.

### **4. Keep political support away from public forums.**

Board and Committee members may offer political support to a Commission member, but not in a public forum while conducting official duties. Conversely, Board of Commissioners may support Board and Committee members who are running for office, but not in an official forum in their capacity as a Commissioner.

## **VII. BOARD MEMBERS ATTENDING MEETINGS OR SERVING AS MEMBERS OF ANOTHER PUBLIC BOARD**

### **1. Board members attending meetings of another public board.**

2022 Government in the Sunshine Manual, Page 20 & 21:

“Several Attorney General Opinions have considered whether one or more members of a board may attend or participate in a meeting of another public board. For example, in AGO 99-55, the Attorney General’s Office said that a school board member could attend and participate in the meeting of an advisory committee appointed by the school board without prior notice of his or her attendance. However, the opinion cautioned that “if it is known that two or more members of the school board are planning to attend and participate, it would be advisable to note their attendance in the advisory committee meeting notice.”

“Moreover, while recognizing that commissioners may attend meetings of a second public board and comment on agenda items that may subsequently come before the commission for final action, the Attorney General Opinions have also advised that if more than one “commissioner is in attendance at such a meeting, no discussion or debate may take place among the commissioners on those issues.” AGO 00-68. *Accord* AGO 98-79 (city commissioner may attend a public community development board meeting held to consider a proposed city ordinance and express his or her views on the proposed ordinance even



though other city commissioners may be in attendance; however, the city commissioners in attendance may not engage in a discussion or debate among themselves because “the city commission’s discussions and deliberations on the proposed ordinance must occur at a duly noticed city commission meeting”). *See also* AGOs 05-59 and 77-138.”

## 2. Board members serving as members of another public board.

2022 Government in the Sunshine Manual, Page 21:

“Board members who also serve on a second public board may participate in the public meetings of the second board held in accordance with s. 286.011, F.S., and express their opinions without violating the Sunshine Law. AGO 07-13. In other words, “when two county commissioners are presently serving on [a regional planning] council this does not turn a meeting of the planning council into a county commission meeting, and the Sunshine Law does not require any additional or different notice of planning council meetings because of the presence of these county commission members.” *Id.* “Similarly, AGO 98-14 concluded that membership of three city council members on the metropolitan planning organization did not turn a council meeting into a metropolitan planning organization meeting that required separate notice. Because, however, the discussion of metropolitan planning organization matters was planned for the council meeting, the city council had properly included mention of such items in its notice of the council meeting.”

“Similarly, in AGO 91-95, the Attorney General’s Office concluded that a county commissioner may attend and participate in the discussion at a public meeting held by the governing board of a county board on which another commissioner serves. However, “in an effort to satisfy the spirit of the Sunshine Law,” the opinion also recommended that the published notice of the county board “include mention of the anticipated attendance and participation of county commission members in board proceedings.” *Id.*”

## VIII. COMMISSION CONTACT WITH THE MEDIA

Board of Commissioners are frequently contacted by the media for background, quotes and interviews. Whenever possible, Commission members, as the City's policy makers, shall be the first contact with the media. The City Manager is also a frequent contact and shall manage the staff's contact and communications with the media. Following are the Board of Commissioners general policies for conduct with the media:

### 1. Legal Issues.

Media inquiries relating to any existing or potential liability or suit against the City shall immediately be referred to the City Attorney. In the absence of the City Attorney, the City Manager may respond or direct the media to special counsel contacts on legal issues. The City Attorney has sole discretion as to whether or not to comment, and the substance of any comments, on any legal issues or litigation in the press.

### 2. Use a designated spokesperson for the City’s position on controversial issues.

When sensitive or controversial issues arise, it is essential that a central focal point for information be established. The City Manager may be designated for such contact. The City can best ensure a clear and consistent message by limiting involvement to a designated or limited number of contacts.



**3. In the absence of designation, Board of Commissioners shall be clear for the record.**

If an individual Commission member is contacted by the media, they shall be clear about whether their comments represent the official City position or a personal viewpoint. Commission members are urged to avoid instigative or preemptive contact directly with the media or through others for purposes espousing a position contrary to that of the majority of the Board of Commissioners or in the absence of an official position by the City.

**4. Guidelines for Media Contacts:**

What to Say:

Make sure the information released is factual, accurate, timely and consistent. Strive to provide full and honest disclosure and stay within legal limits by not making any slanderous or libelous statements. Choose words carefully and cautiously to avoid being taken out of context.

**5. Guidelines for Email, Texts, and Social Media:**

All email, text messages, and social media postings (for example: twitter, Facebook, snapchat, Instagram, etc..) regarding any issue that may come before the Board of Commissioners is official business and a public record, must be retained, shall not be deleted and should be forwarded to your official City email address for record retention and search purposes. Appointed and elected City officials *shall not* make anonymous postings on any electronic media with regard to any issue that may come before the City as official business.

## ARTICLE II.

### RULES OF PROCEDURE FOR BOARD OF COMMISSIONERS MEETINGS

Pursuant to the Madeira Beach City Charter, Section 4.5, the Board of Commissioners shall determine its own rules and order of business, by resolution, within 90 days in which the election is held.

#### I. POLICY

##### 1. General Rules

- **Meetings to be Public.** All meetings of the Board of Commissioners shall be noticed and open to the public, except for such meetings as are exempt by general law. Any meeting of two or more Commission members, in which City business is discussed is prohibited without the appropriate notice as specified in Florida State Statues.
- **Quorum.** A simple majority of the members of the Board of Commissioners shall, free of voting conflict, constitute a quorum and be necessary to conduct business of the Board of Commissioners. If a quorum is not present, those in attendance will be named and they shall adjourn.
- **Minutes of Proceedings.** Meeting minutes of the Board of Commissioners shall be kept by the City Clerk, except for such meetings as are exempt by general law.
- **Voting.** As set forth in the Charter, ordinances, resolutions and other action requiring a vote of the Board of Commissioners shall require three (3) affirmative votes for passage and shall be by roll call vote upon request of any member of the Board of Commissioners. A super-majority vote of four members of the Board of Commissioners for any Planned Development Rezoning or Special Area Plan shall be required for approval. The City Clerk shall record the vote of all Commission members.
- **Roll Call Vote.** The roll call on a vote shall be rotated to include the Mayor.

In the event one or more members are absent and any motion for a final decision fails to achieve the affirmative vote of three (3) Commission members, and no further action by the Board of Commissioners to achieve three (3) affirmative votes can be obtained, then such ordinance, resolution or other action shall be automatically continued to the next regularly scheduled meeting, or a special meeting scheduled for that purpose. No ordinance, resolution or other action shall be automatically continued more than once and if upon one continuance it does not obtain three (3) affirmative votes the matter shall fail.

- **City Manager.** The City Manager is expected to attend the meetings of the Board of Commissioners and shall have the right to take part in all discussions.
- **City Attorney.** The City Attorney or their designated substitute counsel is expected to attend the meetings of the Board of Commissioners and provide guidance and opinions on questions of law. Under Staff Reports on each BOC regular meeting agenda, the City Attorney shall provide a monthly staff report to the Board regarding the status of

any ongoing litigation.

- **City Clerk.** The City Clerk or their designee shall attend the meetings of Board of Commissioners and record all votes and keep the official minutes of the proceedings.
- **Administrative Staff.** The Administrative staff shall attend meetings and workshops when required.
- **Rules of Order.** The current edition of Robert’s Rules of Order shall be the rules of order; in addition to the rules of procedure stated in this policy handbook.

## 2. Types of Meetings [City Charter, Section 4.5 – Rules of procedure; quorum; meetings

- **Regular Meetings.** The Board of Commissioners shall meet in the Commission Chambers or another designated place within the City boundaries, for regular meetings. Regular Meetings shall commence at 6:00 p.m. or as amended from time to time, on the second Wednesday of each month, or as otherwise determined by the City Manager if the regular meeting falls on a Holiday, City Election or other event that warrants rescheduling the meeting. The Board of Commissioners may schedule other regular meetings as it deems necessary in accordance with its established rules of procedure to address items that require official action before the next regularly scheduled meeting. The Board of Commissioners and/or City Manager shall determine the date and time of the meeting.
- **Special Meetings.** Special meetings may be called by the Mayor by a majority of the Commission with appropriate notice with no less than twenty-four (24) hours’ notice in writing to each member and the public (language stated in City Charter). Special meetings may also be called and noticed in a manner similar to regular meetings for special or specific purposes where formal action of the Board of Commissioners may be necessary or desirable. Special meeting notices shall encompass a minimum of one non-holiday weekday.
- **Workshop Meetings.** The Board of Commissioners may meet in the Commission Chambers for Workshop meetings. Workshop meetings shall commence at 6:00 p.m. on the fourth Wednesday of each month or as otherwise determined by the City Manager and/or the Board of Commissioners. Workshop meetings are informal legislative sessions, but to allow the Board of Commissioners to informally discuss topics and gain a better understanding of topics prior to formal consideration. To allow some understanding of the status of discussion of items, a verbal consensus may be ascertained to determine an appropriate next step, but such consensus is *not binding* on the Board of Commissioners.

## 3. Presiding Officer and Duties

- **Presiding Officer.** The Mayor shall preside at all meetings of the Board of Commissioners. In the absence of the Mayor, the Vice Mayor shall preside. In the absence of both the Mayor and the Vice-Mayor, the meeting shall be called to order by the City Clerk for appointing a temporary presiding officer.
- **Parliamentarian.** The City Attorney shall act as the parliamentarian to the Board of Commissioners by advising the Mayor regarding matters of procedure. The Board could choose one of its members who is knowledgeable about the procedures to act as

the parliamentarian. Each Commission member must understand the parliamentary procedures, or it will be impossible to conduct its meeting properly.

- **Preservation of Order.** The Presiding Officer shall preserve order and decorum; prevent attacks on personalities or the impugning of members' or motives, and confine members in debate to the question under discussion.
- **Point of Order.** The Presiding Officer shall determine point of order. Point of order shall not be entertained from the audience.
- **Recognition of Speakers.** The Presiding Officer shall recognize speakers from the public in keeping with the procedures established herein but shall do so in a way that remains constructive without being repetitive. In instances where large contingencies are represented, the Presiding Officer may ask for a limited number of representatives to represent the overall sentiments of the group. However, in no instance shall anyone be precluded from addressing the Board of Commissioners.
- **Recognition of Commission Members wishing to Speak.** The Presiding Officer shall allow an opportunity for Board of Commissioners to comment on items but shall not solicit comment from each member on every item but shall recognize those Commission members wishing to speak.

#### 4. Order of Business for BOC Regular Meetings

- **Order of Business.** The general rule as to the order of business in Board of Commissioners (BOC) regular meetings, with the exception of the Agenda Setting Meeting, shall be as follows:
  1. Call to Order
  2. Invocation and Pledge of Allegiance
  3. Roll Call
  4. Approval of the Agenda
  5. Proclamations/Presentations
    - 5.1. Proclamations
    - 5.2. Presentations
  6. Public Comment
  7. Approval of Minutes
  8. Consent Agenda
  9. Public Hearings
  10. Unfinished Business
  11. Contracts/Agreements
  12. New Business
  13. ~~Staff Reports~~
  14. Agenda Setting Meeting
  15. Reports/Correspondence
    - A. City Commission
    - B. City Attorney
    - C. City Clerk
    - D. City Manager
  16. Adjournment

- **Order of Business for the Regular or Special Meeting following the Election.** When newly elected officials are sworn into office, the meeting agenda may be formatted differently to allow for the ceremonial portion of the meeting to take place before any official business listed on the agenda.

## 5. Explanation of Order of Business for Regular Meetings

- **Agenda.** The order of business for each meeting shall be as contained in the Agenda. The Agenda is a listing by order of business of topics to be considered by the Board of Commissioners. Additional guidance is provided below as to the purpose of the agenda sections.

**1. Call to Order.** The Mayor shall preside at all meetings of the Board of Commissioners. In the absence of the Mayor, the Vice Mayor shall preside. In the absence of both the Mayor and the Vice-Mayor, the meeting shall be called to order by the City Clerk for appointing a temporary presiding officer.

**2. Invocation and Pledge of Allegiance.**

**3. Roll Call** – The City Clerk calls the roll.

**4. Approval of the Agenda** – Approval of the Agenda consists of all items listed on the meeting agenda.

**5. Proclamations/Presentations.**

**5.1. Proclamations.** This section is provided for presentation of Proclamations to be read in full and presented by the Mayor, City Clerk or City Manager. The intent is to list and read only those proclamations that will be formally presented and received by a representative of the requesting agency or organization at the Board of Commissioners Meeting. Otherwise, proclamations may be issued at the Mayor’s discretion and forwarded through the City Clerk’s Office.

**5.2. Presentations.** This section is provided for any additional presentations held during City meetings. Presentations can be added during Agenda Setting Meetings and can be requested by the Board as a consensus or requested by an individual Commission member. The City Manager also has the authority to add a presentation to the agenda under his own discretion. The speaker’s presentation shall be limited to 10 minutes.

**6. Public Comment.** This section is reserved for public participation on matters of concern pertaining to City business; and which are not on the agenda. Public comment is made in person and not represented by emails, tweets, or other types of information, unless there is a declared State of Local Emergency requiring virtual meetings of the Board of Commissioners. Public Comment is subject to the following protocol.

**Manner of Addressing the Board of Commissioners.** Each person addressing the Board of Commissioners shall step up to the microphone, give his or her name and address and the organization or group they represent, if

any, in an audible tone of voice for the record and shall limit their address to five (5) minutes unless extended by the Mayor, more time may be granted to applicants and affected persons with legal standing in quasi-judicial hearings. Yielding of time for an additional five-minute period is allowed. If no time is yielded, the person speaking can ask for additional time to speak. If the additional time is appropriate, the Presiding Officer can offer the Commissioners the opportunity to consent to an extension.

**Comment Cards.** Comments cards may be completed by individuals from the audience, whether it is a public forum question or an agenda item. The comment cards shall be available at the back table in the Commission Chambers, and the individual shall write their name, address, and a brief comment about what it is that they would like a response on. It is not mandatory that a speaker complete a comment card.

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

**Reading of Protests.** Interested persons, or their authorized representatives, may address the Board of Commissioners for the reading of protests, petitions, or communications relating to any matter over which the Board of Commissioners has jurisdiction.

7. **Approval of Minutes.** A majority vote required to approve the minutes of the previous meetings.
8. **Consent Agenda.** The Consent Agenda shall be used to handle routine matters on the agenda expeditiously. Examples of Consent Agenda items are **minutes**, waivers for special events, bid or purchase awards for equipment, goods or services already approved within the budget, invoices, and budget transfers. There is no separate discussion of these items unless a Commission member requests an item be removed for consideration in its normal sequence on the agenda. Members of the public do not have discretion to remove items from the Consent Agenda, yet the Mayor, as Presiding Officer, may acknowledge any such request and remove an item on their behalf. The approval of the Consent Agenda shall be handled in one motion, i.e. "I move that the Consent Agenda, (items "x" through "z") be approved; or if items are to be removed, a typical motion might be, "I move that we approve Consent Agenda items "x" through "z" with the exception of item "y" for discussion."
9. **Public Hearings.** The section is for items requiring a public hearing required by law. Certain public hearings are quasi-judicial in nature. A quasi-judicial proceeding requires the Board of Commissioners to act in a quasi-judicial, rather than legislative, capacity. At a quasi-judicial hearing, it is not the Board's function to make law but rather to apply law that has already been established. In a quasi-judicial hearing, the Board is required by law to make findings of fact based upon the evidence presented at the hearing and apply

those findings of fact to previously established criteria contained in the code of ordinances in order to make a legal decision regarding the application before it. The Board may only consider evidence at this hearing that the law considers competent, substantial and relevant to the issues. If the competent, substantial and relevant evidence at the hearing demonstrates that the applicant has met the criteria established in the code of ordinances, then the Board must find in favor of the applicant. By the same token, if the competent, substantial, and relevant evidence at the hearing demonstrates that the applicant has failed to meet the criteria established in the code of ordinances then the Board is required by law to find against the applicant. The established procedure which will be followed by the Board is set forth in Chapter 2, Article I, Division 2 of the Code of Ordinances.

- 10. Unfinished Business.** The section is provided to allow completion of matters already under discussion by the Board of Commissioners from a previous meeting, excluding public hearings required by Law. Citizen input may be heard once a motion is made by the Board of Commissioners on items of unfinished business. Citizen input shall be limited to five (5) minutes.
- 11. Contracts/Agreements.** This section is provided to allow more careful consideration of complex contracts and agreements that require individual approval. Citizen input may be heard once a motion is made by the Board of Commissioners on items of contract/agreements and shall be limited five (5) minutes.
- 12. New Business.** This section contains all remaining agenda items for consideration by the Board of Commissioners, excluding public hearings, as required by law. Citizen input may be heard once a motion is made by the Board of Commissioners on items of new business. Citizen input shall be limited to five (5) minutes.
- ~~**13. Staff Reports. Non-workshop items. This section is set aside for staff reports regarding items such as monthly financial reports, special event updates, project updates, governmental and non-governmental project updates, and other updates on matters that do not get workshopped. Each staff report is limited to five (5) minutes.**~~
- 14. Agenda Setting Meeting.** This section is for the purpose of setting the Workshop Agenda for the Workshop to be held on the fourth Wednesday of the month. Items to be added to the agenda may be requested by the Board of Commissioners, Charter Officers, and City Staff. Not all items need to be workshopped. The City Manager shall determine the form and manner of how the item will be addressed. The City Manager will read back the requested items to be workshopped for clarification purposes if necessary.
- 15. Reports/Correspondence.** This section is set aside for standing reports from Commission members to provide a status report based upon their attendance or representation of the City at various governmental boards and agencies. This section is limited to five (5) minutes.

The Reports section also provides for the City Manager, City Clerk, and the



City Attorney to make reports, announcements, and report on current topics. This section is limited to five (5) minutes.

**Ligation Status Report.** This section will allow for any litigation updates by the City Attorney.

**Outstanding Lien Settlements.** This section will allow for any updates by the City Attorney on Outstanding Lien Settlements and liens that are over \$5,000.00. If the City Attorney is approached by a property owner to settle an outstanding lien, the Commission must be able to review the details of a case at a Workshop followed by final approval or rejection of the proposed settlement during a Regular BOC Meeting. This section is limited to five (5) minutes.

## 6. Agenda Preparation

- **Notice.** The final agenda for regular, special, and workshop meetings shall serve as public notice for each respective meeting. Agendas and public notices shall be posted at City Hall, Gulf Beaches Public Library, if possible, and the City's website by no later than 3:00 p.m. on the Thursday prior to the meeting.
- **Packets.** The City Manager and City Clerk are responsible for publishing the agenda packets. The deadline for publishing agenda packets is on Wednesday afternoon, the week before the scheduled meeting. However, at times it may be necessary to publish the agenda packets by Thursday afternoon to allow for any unforeseen items or emergency items. Only when necessary, paper copies of agenda packets are provided to the Board of Commissioners or at the request of a Commission member. Paper copies of the agenda packet are placed in Commission mailboxes at City Hall.

The publishing deadline allows sufficient time for the Board of Commissioners to review the packet materials, and to obtain additional information on the agenda items from the City Manager, City Clerk, City staff, or other entities, if necessary, to be more knowledgeable in preparation of the meeting and for voting purposes.

For workshop meetings and regular meetings that are not held on a regularly scheduled meeting date, a similar lead time schedule for agenda and packet materials shall be followed, unless otherwise determined by the City Manager or City Clerk.

**ARTICLE III**  
**SUSPENSION AND AMENDMENT OF RULES**

**I. SUSPENSION AND AMENDMENT OF THESE RULES**

- 1. Suspension of Rules.** Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the Board of Commissioners.
  
- 2. Amendment of Rules** This policy shall be reviewed annually and adopted by resolution within 90 days following each election. The policy may be amended, or new provisions made by a majority vote of all members of the Commission. Each year following the regular election, any modifications previously made by motion will be formalized in the resolution, City Charter, Section 4.5 (B).

# The ABC's of



## *“Running your Meetings and Robert’s Rules”*

An effective presiding officer is important to any organization. This workshop will test your knowledge of Robert's Rules of Order Newly Revised as well as provide you materials that will help you in running your meetings. Remember that *practice* is the key to your *success*.

Carol Austin, PRP, CAE (Ret.)  
813-833-4747 (Cell)  
[CarolAustinPRP@cs.com](mailto:CarolAustinPRP@cs.com) or [CarolAustinPRP@gmail.com](mailto:CarolAustinPRP@gmail.com)

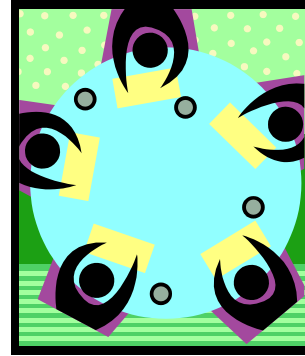
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## GUIDELINES FOR EFFECTIVE MEETINGS

### 1. Know the Reasons to Have a Meeting

### 2. Prepare and Distribute Agenda in Advance

- Plan for the meeting and materials.
- Type and Time of meeting.
- Put Purpose Statement on the Agenda.
  - ü Discussion
  - ü Decision
  - ü Information
  - ü Planning
- Be aware of energy cycle and meeting phases.
- Think about room arrangement.



### 3. Distribute minutes of previous meeting ahead.

### 4. Have someone take minutes.

### 5. Follow Parliamentary Procedure.

### 6. Follow the agenda. Papers distributed should be brief.

### 7. Be objective. Facilitate.

### 8. Encourage participation from everyone.

### 9. Recognition.

### 10. Keep meeting on track.

### 11. Establish date and time of next meeting.

### 12. Close with unifying items.

### 13. Adjourn on time.

### 14. Follow up.

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## PREPARING YOUR AGENDA

**Creates purpose and energy. Identify backup materials required.  
Reach out and touch – Make phone calls. Everyone should be prepared.**

### **I. Call to Order**

### **II. Attendance**

President: Determine presence of a Quorum.

### **III. Minutes**

Secretary: Read minutes of previous meeting.

President: Ask for corrections.

### **IV. Financial Report**

Treasurer: Read revenue and expenses.

President: Asks if questions. Report not approved. File for audit.

### **V. Reports of Officers**

President: Activities, Information, Programs

Vice President: On assignments

Secretary: Correspondence, Executive Committee Reports

Treasurer: Other financial matters.

Recommendations can be acted upon at time of report.

### **VI. Reports of Committees**

Standing Committees: In order they are listed in Bylaws.

Special Committees, Task Forces, etc. in order of appointment.

Recommendations can be acted upon at time of report.

### **VII. Unfinished Business**

Items previously scheduled for this meeting.

Items held over from previous meetings.

Items on previous meeting agenda not reached.

### **VIII. New Business**

Introduce new topics.

### **IX. Announcements**

Upcoming events

Date of Next Meeting

### **X. Adjournment**

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## SAMPLE OF SCRIPT AGENDA

### ***Call to Order***

(One tap of the gavel) The presiding officer, after determining that a quorum is present, rises, waits or signals for quiet, and says, "The meeting will come to order."

### ***Opening Ceremonies*** (optional)

"Please rise and remain standing for the invocation or inspiration, which will be given... and the Pledge of Allegiance to the Flag of the United States of America, which will be led by.  
(If given, the invocation, the national anthem, and the Pledge of Allegiance to the Flag of the United States of America are given in that order.)

### ***Roll Call*** (if customary)

The Secretary will call the roll.

### ***Reading and Approval of Minutes***

"The Secretary will read the minutes." (The presiding officer sits down.)

"Are there any corrections to the minutes?" (pause)

"If there are no corrections, the minutes stand (or "are") approved as read."

With corrections: "If there is no objection, the Secretary will make the correction(s)..."

If there are no further corrections, the minutes stand (or "are") approved as corrected."

### ***Reports of Officers, Boards, and Standing Committees***

"The next business in order is hearing reports of the officers, boards, and standing committees."  
Officers and standing committees are called on in the order that they are listed in the bylaws. The chair usually calls on only those who have reports to make.

In calling on the Secretary: "Is there any correspondence?"

In calling on the treasurer: "May we have the Treasurer's report."

Presiding Officer: "Are there any questions regarding the report of the Treasurer, if not, it will be filed"

A treasurer's report is not adopted unless it is the auditor's report.

"The question is one the adoption of the Auditor's report. As many as are in favor, say "Aye". Those opposed say "No". The ayes have it and the Auditor's report is adopted."

A motion arising out of an officer's, board or committee's report is taken up immediately.

Sample patter: ("on behalf of") or ("by direction of").

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**Reports of Special Committees**

“The next business in order is hearing reports of special committees. The committee appointed to ...will now report.”

**Special Orders** (announced only if there are such items)

Unfinished special orders from the previous meeting and items made special orders for this meeting and not set for specific hours are taken up under this heading. Matters set by the bylaws for a particular meeting may be taken up.

“The next business in order is the consideration of special orders. At the previous meeting, the motion relating to...was postponed to this meeting and made a special order. The question is on the motion that ... Are you ready for the question?”

“The Secretary will read from the bylaws Article\_\_\_Section\_\_\_concerning the election of a Nominating Committee.

**Unfinished Business and General Orders** (announced only if there are such items.)

Any questions previously introduced and not finished or any postponed to the present meeting are under this heading.

“Under Unfinished Business and General Orders, the first item of business is the motion relating to... that was pending when the previous meeting adjourned. The question is on the adoption of the motion that ...Are you ready for the question?”

“The next item of business is the motion relating to...that was postponed to this meeting. The question is on the adoption of the motion that...Are you ready for the question?”

**New Business**

“Is there any new business?” “Is there any further new business?”

**Announcements**

“The chair has the following announcements...Are there other announcements?”

**Program**

The chair does not “turn the meeting over” but announces, “The Program Committee will now present the program” or” ...will introduce our speaker.”

**Adjournment**

“Is there any further business? (pause) Since there is not further business, the meeting is adjourned.” (or) “A motion to adjourn is in order”.

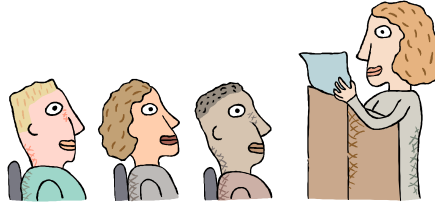
(One tap of the gavel)

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## TIPS FOR THE PRESIDENT OR THE CHAIR

### BEFORE MEETINGS

1. Practice
2. Be Prepared



- § **Bring documents to meetings: Minutes, Bylaws, Rules**
- § **Have a written agenda – Full script for a new chair**
- § **Do an agenda walk-through**
- § **Know Parliamentary procedure – Appoint a parliamentarian**
- § **Know your responsibilities and the duties of others**
- § **Ex-officio**
- § **Think ahead and plan appointments**
- § **Keep Vice President or Vice Chair informed**

### DURING MEETINGS

1. Be impartial
2. Preside to Benefit the Assembly, Not Yourself
3. Know the Rights of the Chair – Use Rights Sparingly
  - § **The Chair's Rights in Debate**
  - § **The Chair's Rights in Voting**
4. Do Not Respond to Debate
  - § **Preside, Don't Explain**
  - § **Refer Questions to Knowledgeable People**
  - § **Chair Answers Parliamentary Questions**
  - § **Chair Rules on Parliamentary Issues**
  - § **No Personal Opinions**





## Professionalism and Parliamentary Patter

Avoiding Personal Pronouns Improve professionalism and the appearance of impartiality when presiding by avoiding the first-person personal pronouns of I, me, my, mine.

I would like to announce . . .

The chair has the following announcement

I am pleased to report that . . .

Your president is pleased to report that . . .

It is my opinion that . . .

The chair is of the opinion that . . .

Do I hear a second?

Is there a second to the motion?

You are out of order.

The chair rules that the motion is out of order

(Briefly explain why)

(Or for breaches of order) The member is out of order and will be seated.

The chair recognizes ———, the chairman of the Finance Committee, for a special report

**A Presiding Officer relinquishes chair when a motion is made that refers to the chair alone (except elections)**

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## CONDUCTING BUSINESS IN A COMMITTEE

1. Meetings should be called by the Chair. Can be called by any two members if the chair fails to call it.
  2. Quorum is a majority of its members unless the assembly prescribes a different quorum.
  3. Chair may act as secretary or choose a secretary.
  4. In a small committee or board (not more than 12):
    - § Members are not required to obtain the floor.
    - § Motions need not be seconded.
    - § No limit on the number of speeches.
    - § Informal discussion is permitted without a motion.
    - § Voting can be taken by a show of hands or unanimous consent.
    - § Chair can be seated while conducting the meeting.
    - § Chair can speak without leaving the chair.
    - § Chair can usually make motions and vote on all questions.
    - § Committee can reconsider a question without time limit and any number of times.
    - § Motion to reconsider can be made by any member who didn't vote on the losing side – even if they were absent or abstained before.
    - § Motions to close or limit debate are not permitted.
    - § May not adopt its own rules except by permission of the society or the bylaws.
    - § May appoint subcommittees.
-

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## PARLIAMENTARY BASICS

### § TYPES OF MOTIONS

1. **Main Motions** – Introduces a new idea or subject.
2. **Subsidiary Motions** – Changes the idea or deals with handling it.
3. **Privileged Motions** – Urgent situations relating to the meeting, not related to the main motion.
4. **Incidental Motions** – Questions or actions on procedures.

### § ABOUT MOTIONS

1. **Is it in order?** -- Must relate to the business at hand and be presented at the right time. Must not be frivolous, obstructive or against the Bylaws.
2. **Can the speaker be interrupted?** -- Some motions are so important the speaker can be interrupted for another member to make them.
3. **Is a second needed?** – Usually yes.
4. **Is it debatable?** -- A basic right is to have full and free debate on most motions. Some privileged and incidental motions are not debatable.
5. **Can it be amended?** -- Changing a motion by striking out, inserting or both. Amendments must relate to the subject (be germane).
6. **What vote is needed?** -- Majority vote is most common. Motions that take away rights of members need a two-thirds vote.
7. **Can it be reconsidered?** -- Some motions can be debated and voted on over again to give members a chance to change their minds. A motion to reconsider must come from the winning side.



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## HOW TO GET THINGS DONE-SIX STEPS TO HANDLE A MOTION

### 1. A Member Makes A Motion

A main motion introduces new business. The member is recognized by the chair and says: "I move that (or "I move to...") fund a study for solutions to transportation problems."

### 2. Another Member Seconds the Motion

Seconding means the member thinks the idea should be discussed, not that he necessarily agrees with it. Without being recognized, says: "Second."

### 3. The Chair States the Motion

The chair must state the motion in order to place it before the assembly. The chair states the exact motion and indicates it is open to discussion by saying: "It is moved and seconded that we obtain three bids to resurface the parking lot."

### 4. Members Debate the Motion

#### *Rules of Debate*

- The chair manages the debate by calling on speakers.
- Everything--all debate, questions, answers--is addressed to the chair.
- The maker of the motion is recognized to speak first. Then others in turn.
- Each speaker entitled to 10 minutes twice on a topic. No second speech until others have been able to speak for their first speech.
- Debate issues, not personalities. No personal remarks allowed.
- Stick to the subject.

### 5. The Chair Takes the Vote

If no one is trying to be recognized, the chair may say, "Are you ready for the question?" If there is no further debate, the chair can proceed.

The chair must state the question again, so everyone knows for sure what they are voting on: "The question is on the adoption of the motion to obtain three bids to resurface the parking lot."

The chair then tells the group how they are supposed to vote:

**Chair:** "Those in favor of the motion, say aye."

**Members:** Aye!

**Chair:** "Those opposed, say no."

**Members:** "No!"

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## 6. The Chair Announces the Result of the Vote

When voting is complete, the chair announces the result by saying which side had the most votes, declares the motion adopted or lost, and indicates the effect of the vote.

“The ayes have it and the motion is adopted. The staff is instructed to obtain three bids to resurface the parking lot.”

Or

“The nos have it and the motion is lost. Is there further new business?”

## 10:12... Robert’s Rules of Order Newly Revised- 12<sup>th</sup> Edition

### Negative Motions

**It is preferable to avoid a motion containing a negative statement even in cases where the effect of the motion is to propose that something be done, since members may become confused as to the effect of voting, for or against such a motion. Rather than moving for example, that the association go on record as “not in favor of the proposed public bond issue,” it should be moved that the association “oppose” or “declare its opposition to” the bond issue. In this connection, it should be noted that voting down a motion or resolution that would express a particular opinion since – if the motion is voted down – neither opinion has been expressed. A member may be in complete agreement with the views contained in such a resolution yet feel that his organization should not speak out on the matter, and he might therefore vote against the resolution.**

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## HANDLING A MOTION - LANGUAGE FOR THE CHAIRMAN

- Chairman: Is there any new business?
- Member A: Mr/Madam Chairman.
- Chairman: Member A
- Member A: I move that . . .
- Member B: Second
- Chairman: It is moved and seconded that ... Is there any debate?  
(Look at or call on Member A first.)
- Member A: (Give explanation or reasons for the motion.)
- Chairman: Thank you. Is there further debate?
- Member B: (Make comments)
- Chairman: Thank you. Is there further discussion?
- Member C: (Make comments)
- Chairman: Thank you. (See that no one is seeking recognition). Are  
You ready for the question? (Pause)  
The question is on the motion to... (state motion).  
Those in favor say "aye." (Pause)  
Those opposed, say "no." (Pause)  
The ayes have it and the motion is adopted and we will ...  
(state what will be done as a result of the motion's adoption.)
-

## KNOW THE MOTIONS AND WHEN TO USE THEM

Use the following to help you know what motions to use and how to say them:

MOTION OR ACTION	WHAT TO SAY	WHEN TO SAY IT
<b>Main motion</b>	“I move to ...”	To bring up an idea or topic for action
<b>MOTIONS THAT HELP YOU MAKE A DECISION</b>		
<b>Postpone Indefinitely</b>	“I move to postpone the motion indefinitely.”	To kill a motion for the current session. It avoids a direct vote on the motion.
<b>Amend</b>	“I move to amend by— Adding Inserting Striking out Striking and inserting	To change or improve the wording of a motion
<b>Refer to a committee</b>	“I move to refer the motion to the _____ committee.”	To send a motion to a committee for more study
<b>Postpone definitely</b>	“I move to postpone the motion until _____.”	To delay considering the motion and to set a specific time to bring it up again.
<b>MOTIONS THAT HELP THE MEETING</b>		
<b>Limit Debate or Extend Debate</b>	“I move to limit debate to 10 minutes on this motion.” “I move to limit debate to two minutes for all speakers.”	To set a limit on how long to discuss a motion or to allow a longer amount of time or speeches.
<b>Previous question or call the question.</b>	“I move the previous question” or “I call the question.”	To close debate
<b>Recess</b>	“I move to recess for _____ minutes.”	To take a short break during a meeting.
<b>Adjourn</b>	“I move to adjourn.”	To end the meeting
<b>MOTIONS THAT PROTECT RIGHTS</b>		
<b>Point of Order</b>	“Point of order!” (Call out without recognition)	To require the chair to rule when you think the rules of the assembly are being violated
<b>Appeal</b>	“I appeal from the decision of the chair.”	After the chair has ruled, this takes the decision from the chair and the assembly votes to make the final decision.
<b>Request for Information</b>	“I have a request for information.”	To ask for relevant information related to a motion
<b>Parliamentary inquiry</b>	“I rise to a parliamentary inquiry.”	To ask for information about procedure

### THIRTEEN RANKING MOTIONS

- § **Privileged Motions**, while they do not have any relation to the pending question, are so urgent or important they are entitled to immediate consideration.
- § **Subsidiary Motions** are those that may be applied to another motion to modify it, delay action, or dispose of it.
- § **Main Motions** are the basis of all parliamentary procedure. They provide the method to bring business before the assembly for consideration and action.

Type	Name of Motion	In order when another has the floor?	Does it require a second?	Is it debatable?	Is it amendable?	Vote needed to adopt?	May it be reconsidered?
<b>P</b>	Fix the Time to which to Adjourn	No	Yes	No	Yes	Majority	Yes
<b>P</b>	Adjourn	No	Yes	No	No	Majority	No
<b>P</b>	Recess	No	Yes	No	Yes	Majority	No
<b>P</b>	Raise a Question of Privilege	Yes	No	No	No	Chair Decides	No
<b>P</b>	Call for the Orders of the Day	Yes	No	No	No	No vote; Demand	No
<b>S</b>	Lay on the Table	No	Yes	No	No	Majority	No
<b>S</b>	Previous Question	No	Yes	No	No	2/3	Yes
<b>S</b>	Limit or Extend Limits of Debate	No	Yes	No	Yes	2/3	Yes (1)
<b>S</b>	Postpone to a Certain Time (Definitely)	No	Yes	Yes	Yes	Majority (2)	Yes
<b>S</b>	Commit (Refer to a Committee)	No	Yes	Yes	Yes	Majority	Yes (3)
<b>S</b>	Amend	No	Yes	Yes (4)	Yes	Majority	Yes
<b>S</b>	Postpone Indefinitely	No	Yes	Yes	No	Majority	Aff. Only
<b>M</b>	Main Motion	No	Yes	Yes	Yes	Majority	Yes

- (1) Unexecuted part may be reconsidered.  
 (3) Only if committee has not started work.

- (2) 2/3 vote if made a special order.  
 (4) If applied to a debatable motion.



## INCIDENTAL AND RESTORATIVE MOTIONS

- § **Incidental Motions** (1) arise out of a pending question; or (2) arise out of a question that has just been pending; or (3) related to the business of the assembly. Incidental motions usually apply to the method of transacting business rather than the business itself. They have no rank among themselves because they are in order whenever they are incidental to the business at hand.
- § **Motions that Bring a Question Again before the Assembly (Restorative)** are motions that bring a question again to the assembly for consideration.

Type	Name of Motion	In order when another has the floor?	Does it require a second?	Is it debatable?	Is it amendable?	Vote required to adopt?	May it be reconsidered?
<b>I</b>	Appeal	Yes	Yes	Yes (1)	No	Majority (2)	Yes
<b>I</b>	Consideration by Paragraph or Seriatim	No	Yes	No	Yes	Majority	No
<b>I</b>	Division of the Assembly	Yes	No	No	No	No vote; Demand	No
<b>I</b>	Division of a Question	No	Yes	No	Yes	Majority	No
<b>I</b>	Objection to the Consideration of the Question	Yes	No	No	No	2/3 against consideration sustains the objection	Negative only.
<b>I</b>	Parliamentary Inquiry	Yes	No	No	No	Chair answers	No
<b>I</b>	Point of Order	Yes	No	No	No	Chair rules	No
<b>I</b>	Suspend the Rules	No	Yes	No	No	2/3	No
<b>R</b>	Reconsider	(3)	Yes	Yes (1)	No	Majority	No
<b>R</b>	Take from the Table	No	Yes	No	No	Majority	No

- (1) If applied to a debatable question.  
 (2) Majority in the negative required to reverse the Chair's decision.  
 (3) In order if another has been assigned the floor – if that member has not begun to speak.

## WHAT GOES IN THE MINUTES?

---

**Minutes are the official record of your organization's meetings.**

**The first paragraph should contain the following information:**

- kind of meeting: regular, special, adjourned regular, or adjourned special, and the name of the group.
- date, time of the meeting, and place, if it is not always the same.
- the fact that the regular chairman and secretary were present
- whether the minutes of the previous meeting were approved.

**The body should contain:**

- all main motions, except any that were withdrawn.
- secondary motions if necessary for completeness or clarity.
- the complete substance of oral committee reports.
- all notices of motions.
- all points of order and appeals.

**The last paragraph should state the hour of adjournment.**

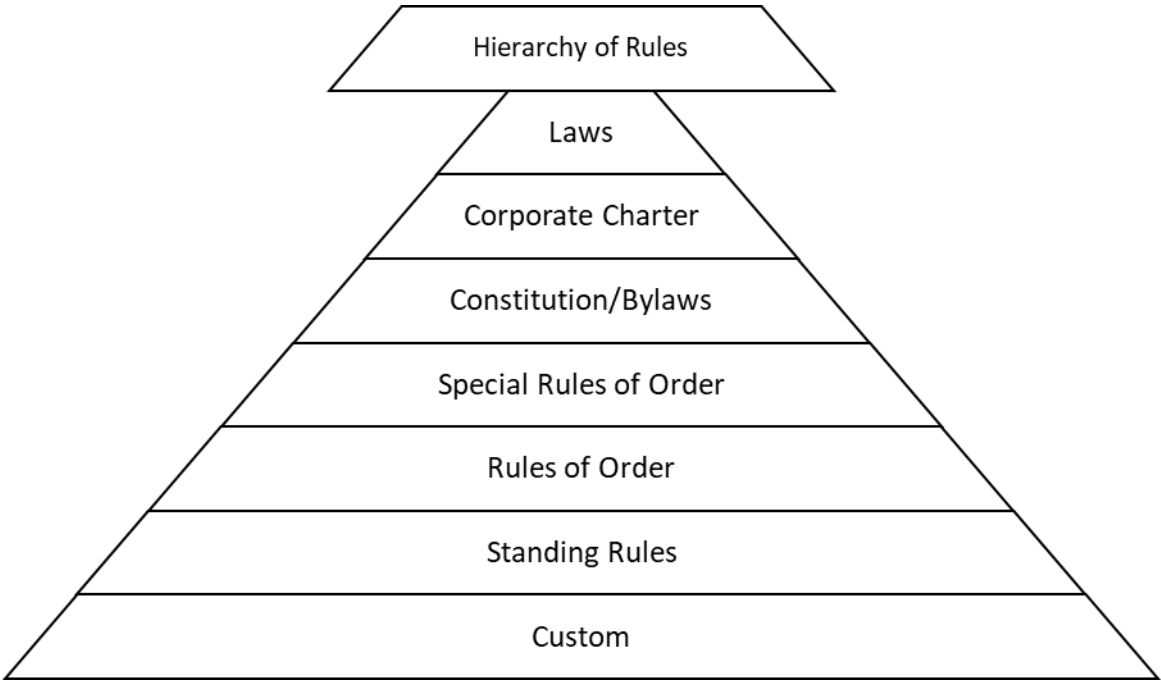
**Approving minutes:**

- Must be done as soon as possible.
- Do not have to be read if they are sent to everyone before the meeting.
- The chair says:  
 “The secretary will read the minutes.” OR “The minutes were sent to all members in advance of the meeting. Are there any corrections to the minutes? There being no corrections (or no further corrections to the minutes, the minutes stand approved (or approved as corrected.)”



**Remember that:**

- The minutes should contain what was *done*, not what was *said*.
  - Include the name of the maker of a main motion but not the seconder.
  - When the vote is counted or by ballot, record the number of votes for each side
  - The secretary signs the minutes. Do not use “*respectfully submitted.*”
  - The approved minutes are the only official permanent record.
  - The secretary should sign the minutes and they can be signed by the president, too, if the group wishes
  - When the minutes are approved, the word *Approved*, with the secretary's initials and the date, should be written below them
  - Minutes can be corrected at any time, even years later, by using the motion to *amend something previously adopted*.
-



1. Federal, state, and local laws are the highest authority.
2. Articles of Incorporation are the highest authority related specifically to an organization.
3. Bylaws contain the basic rules of an organization.
4. Special rules of order supersede the parliamentary authority.
5. Rules of order relate to the conduct of business in meetings.
6. Standing rules are administrative rules.
7. Customs are not rules but may be followed as if they were.

Rules	To Adopt	To Amend or Rescind		To Suspend
		Without Notice	With Notice	
<b>Articles of Incorporation</b>	In accordance with the legal procedure for incorporation in the state	In accordance with the legal procedure for incorporation in the state	In accordance with the legal procedure for incorporation in the state	Cannot be suspended
<b>Constitution and Bylaws</b>	Majority for initial documents	Majority of entire membership	Two-thirds	Cannot be suspended*

<b>Special Rules of Order</b>	2/3 with notice or majority of the entire membership without notice	Majority of entire membership	Two-thirds or majority of entire membership	Two-thirds
<b>Rules of Order if not included in bylaws</b>	2/3 with notice or majority of the entire membership without notice	Majority of entire membership	Two-thirds	Two-thirds vote
<b>Standing Rules</b>	Majority	Two-thirds or majority of entire membership	Majority	Majority
<b>Custom</b>	Not adopted	N/A	N/A	N/A

\*Rules of order contained in the bylaws may be suspended



# MEMORANDUM

TO: Honorable Mayor and Board of Commissioners  
 VIA: Robin Gomez, City Manager  
 FROM: Frank DeSantis, CBO  
 DATE: March 6, 2024  
 RE: Code Enforcement/Satellite Office

## **Background**

On November 7, 2023, the City of Madeira Beach publicly advertised a Request for Proposal (RFP) for constructing office space underneath the front entry stairs of City Hall and received three proposals on December 6, 2023:

Company	Bid Amount
Mali Contracting Corp.	\$219,684
Qualis General Contractors	\$283,983
Trias Construction	\$489,121

## **Fiscal Impact**

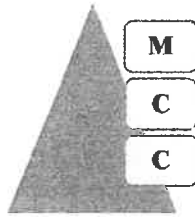
The proposed project is budgeted for FY2024 using building department funds. Additional quotes were received for network/cabling, office furniture and flood paneling for an approximate total of \$40,000. The total budget amount for the project is \$260,000.

## **Recommendation**

Staff is seeking permission to negotiate an agreement with lowest bidder, Mali Contracting Corp. to construct the code enforcement/satellite office space.

**Attachments:** Mali Contracting Group Proposal





# **MALI CONTRACTING CORP**

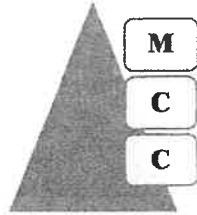
**City of Madeira Beach**

**Request for Proposal (RFP)**

**RFP#23-10**

**Code Enforcement Satellite Office**

4501 N. Saint Vincent St Tampa Fl 33614  
Ph(813)489-3650  
malicontractingcorp@gmail.com



# MALI CONTRACTING CORP

## STATEMENT OF INTEREST AND INTRODUCTION

### COVER LETTER

December 06, 2023

City of Madeira Beach  
300 Municipal Dr  
Madeira Beach, Florida 33708

Sirs:

I am enclosing a resume in hopes that there might be an business with the City of Madeira Beach  
I am a Florida Certified Building Contractor from 2018 with more than 20 years' experience in Construction industry.  
As licensed holder, owner and Project Manager to another construction company I worked with Pasco County  
Facilities Management, City of Dunedin, Tampa-Hillsborough Expressway Authority.

I believe my experience, qualifies me to be considered for the current bid. I look forward to discussing how my skills  
can be of value to agency.

I would be pleased if I were given the opportunity to work for you with challenging projects and prove my worth as a  
building contractor.

If you should have any questions or would like to grant me an interview, please contact me as your best convenience  
to my address above or my e-mail address: malicontractingcorp@gmail.com.

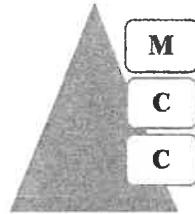
Cordially,

Marisela Linares  
CBC1262526 / CGC1534877 / CFC1432513  
Mali Contracting Corp  
President

### INTRODUCTION

4501 N. Saint Vincent St Tampa FL 33614  
Ph(813)489-3650  
malicontractingcorp@gmail.com





## MALI CONTRACTING CORP

The MALI CONTRACTING CORP consults commercial projects, with a demand for excellence rooted in our foundation.

We believe every project carries with in the unique aspirations of a client that will be expressed through physical structure for many years to come.

With over 27 years of industry experience, we pride ourselves on the value we bring to every project we're on. By creating custom packages for each of our clients, we take the time to analyze your project, utilizing our knowledge of construction and your Development needs, to ensure you're receiving services that will lead to optimal project completion.

### "MALI CONTRACTING CORP"

As a Women Minority family-owned and operated business, we extend the meaning of family through our owners, employees, and operations.

Marisela Linares with more than 27 years of experience in the construction industry, her responsibilities include bids preparation, subcontract, construction, scheduling, sub negotiations, expediting, monitoring project schedules, invoicing, punch list completion and project close out. Responsible for all accounting function and financial management of the company including payroll, human resources and taxes. She also oversees the creation and submission of pay application to sub-contractors, distribution of contracts, purchase orders, and dealings with all bonding and insurance matters related to various projects. Marisela brings an impressive background with a Bachelor's of Science in Mechanical Engineering from the University of Oriente Cuba in 1991. Prior to start MALI CONTRACTING CORP, as state certified building contracting since 2018, she was license holder, project manager and supervisor for another construction company understanding the needs of control. She has been working in the design build industry since 1991 serving commercial and industrial construction in Cuba, and as a truss designer for a manufacturing company in Tampa area. Her expertise and knowledge is an invaluable asset to the MALI CONTRACTING CORP team.


4501 N. Saint Vincent St Tampa Fl 33614  
 Ph(813)489-3650  
 malicontractingcorp@gmail.com

### 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: Marisela Linares
- 2. Name of Business (if different than #1): Mali Contracting Corp
- 3. Form of Entity: Corporation
- 4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.):  
4501 N. Saint Vincent St Tampa FL 33614
- 5. Date Organized: 08/01/2022
- 6. Where Organized: 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. N/A
- 8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: N/A
- 9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: N/A
- 10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: City of Treasure Island 120th & 126th End Street Beautification
- 11. List your key personnel available for this contract.: Marisela Linares

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  
12/05/2023  
 \_\_\_\_\_  
 Date Signed

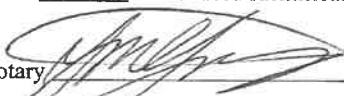
#### NOTARY

State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 5 day of December, 2023

Personally Known \_\_\_\_\_ or Produced Identification DRIVER LICENSE L5E2S4067616  
(Specify Type of Identification)

Signature of Notary 

(seal)

My Commission Expires 07/20/2026



YANDRIEL MEJIAS FUENTES  
Notary Public  
State of Florida  
Comm# HH293507  
Expires 7/26/2026

**MARISELA LINARES, CBC,CGC,CFC,EI**

4501 N. ST VINCENT ST TAMPA FL 33614

TEL: (813)489-3650

MAILCONTRACTINGCORP@GMAIL.COM

HTTP://WWW.LINKENDIN.COM/IN/MARISELALINARES

**BUILDING CONTRACTOR/ GENERAL CONTRACTOR /MECHANICAL ENGINEER****PROJECT LIST & REFERENCES**

Street End Improvements-120<sup>th</sup> & 126<sup>th</sup> - City of Treasure Island ( Work in progress) Contact J.P. Agrall (727)543-4190

PM & Supervising & License holder (Mali) /Construction of concrete pavement 210 SY and Turf Block Installation 970 SY Contract Value = \$278k/ Scope: Selective demolition, Clearing, Grading, Formwork, Pour, Finishes and Paver installation

Wildwood Park Renovation-Town of Belleair Contact: Ryan Womack (727)804-1895

PM & Supervising & License holder (Mali) /Construction of concrete sidewalk 1595 SF and Curb D 275 LF Contract Value = \$26.5k/ Scope: Clearing, Grading, Formwork, Pour and Finishes

Fire Rescue Burn Building – Spring Hill, FL ( Pasco County Facilities Management)Contact: Brittany Russel (727)247-8443

PM & Supervising & License holder (Mali) /Construction of concrete foundation and slab 1792 SF to load Four Stories Containers Building / Contract Value = \$50k/ Scope: Clearing, Grading, Backfill, Formwork ,Reinforcement and Finished for Foundations and Slabs, Metal Base Installation.

Elsie Logan Memorial Park Concession Building – Spring Hill, FL ( Pasco County Facilities Management) Contact: George Scheitlin (727)992-1503

High-Rise / PM & Supervising & License holder (QCS)/ Plans & Specs / 2,000 sq. ft. / Contract Value = \$680k / Scopes: Demo old building, New building, Exterior Improvements, Main water line and Septic systems. All site work associated.

Hyde Park at Morrinson Street Aesthetic Improvements - Tampa, FL ( Tampa Expressway Authority)Contact : Judith Villegas (813)272-6740 ext 146

PM & Supervising & License holder (QCS) / 20,000 sq. ft. / Contract Value = \$150k / Scopes: Selective clearing and grubbing ,removal and replacement of broken sidewalk, installation of decorative pedestrian gateway structures and walls, painting of existing bridge abutments, and adjustment of irrigation valve boxes.

Duke Energy at Anclote Plant Haul Path/ Transformer area-Holiday FL

PM & Supervising / 4,000 sq. ft. / Contract Value = \$180K/ Scopes: Remove existing asphalt/concrete, Excavation, Backfill, Compact, , Reinforcement and Finishes

Upper Peninsula-Westshore-Tampa Fl (Kimmins) Contact: Dario Muñoz (813)924-8241

PM & Supervising /Plans & Specs / 491,070 sq. ft. / Contract Value = \$814k / Scopes: All Formwork Reinforcement and Finishes for Junction Boxes, Inlets, Curbs, Sidewalks and Driveways.

Hillsborough County Soccer Complex - Tampa, FL

High-Rise / PM & Supervising / Plans & Specs / 662,608 sq. ft. / Contract Value = \$350k / Scopes: All

Formwork ,Reinforcement and Finishes for Foundations, tie beams and Slabs

Fire Training Center, Tampa, FL

PM & Supervising /Construction of two Buildings (One three Stories Containers Building and One Metal Building)7,570 SF/ Contract Value = \$200k/ Scope: All Formwork ,Reinforcement and Finished for Foundations and Slabs, Metal Base Installation and grouting for Steel Supports

Oak and Stone Restaurant, Saint Petersburg, FL

PM & Supervising/Renovation of 7,373 sq ft/ Contract Value = \$73k /Scope: Formwork, Reinforcement and Finishes for New Slab and New Stair

Amazon DTP2, Largo, FL

PM & Supervising /Renovation of 59,102 SF/ Contract Value = \$100k /Scope: Formwork, Reinforcement and Finishing for Retaining Wall, Foundations , Concrete Walls, Dock Leveler Pit and Dock Ramp Slab

Ateromizol Bulk Chemical Facility-Santiago de Cuba, Cuba

Design-Build Bulk Chemical Facility ,Process Steps Involving Reaction, Purification, Extraction, Crystallization, Separation/Filtration, and Drying. Supervising from the Start to Finish Three Story Steel Buildings 60,000 sq ft, Contract Value = \$1000k Foundation, Slab, Column Erection, Steel Erection.

PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals Mali Contracting Corp

Name of Person Submitting Proposals Marisela Linares

**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**

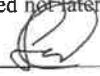
In submitting this Bid, Bidder represents that:

- 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
_____	_____
_____	_____
_____	_____

- 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, 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 Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Architect 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 12/05/2023 \_\_\_\_\_

RFP No. 2023-10 Check if exception(s) or deviation(s) to specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

“CONTRACTOR” PROFILE

Mali Contracting Corp  
Submitted by (Company Name)

Circle one of the following:

Corporation

Partnership

Individual

Joint Venture

Other Describe: \_\_\_\_\_

Florida Contractor License Number: CGC1534877, CBC1262526

Expiration Date: August 31, 2024 Unique Entity ID: \_\_\_\_\_ FEIN: 88-3525704

Office Location: 4501 N. Saint Vincent St Tampa

Number of people in your organization: 4

Length of time the Contractor has been doing business under this name in Florida: 1.5 years.

Length of time your firm has provided services to governmental clients: 1.5

years.

Under what other name(s) has your firm operated: N/A

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.

*Wali Contracting Corp/Manuela Linares* \_\_\_\_\_  
Contractor/ "CONTRACTOR" Printed Name Signature

*Code Enforcement Satellite Office* \_\_\_\_\_  
Project Name 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 Marisela Dinares

(Print individual's name and title)

for Wali Contracting Corp

(Print name of entity submitting sworn statement)

whose business address is 450 N. Saint Vincent St Tampa FL and (if applicable) its Federal Employer Identification Number (FEIN) is 88-3525704

- 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.

Authorized Signature 

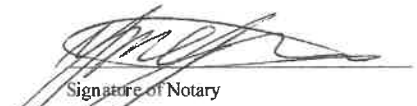
Date Signed 12/05/2023

State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 5 day of December, 2023

Personally Known \_\_\_\_\_ or Produced Identification Driver license LS62 84069661 0  
(Specify Type of Identification)



Signature of Notary

My Commission Expires 07/26/2026

(seal)



**YANDRIEL MEJIAS FUENTES**  
Notary Public  
State of Florida  
Comm# HH293507  
Expires 7/26/2026

**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.

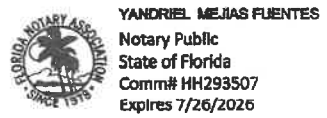
Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility 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: Mali Contracting Corp  
Print Name: Mariela Dinares Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: 12/05/2023  
State of: Florida  
County of: Hillsborough  
Sworn to and subscribed before me this 5 day of December, 2023

Personally Known \_\_\_\_\_ or Produced Identification Driver License L5625410686610  
(Specify Type of Identification)

[Signature]  
Signature of Notary  
My Commission Expires 07/26/2025

(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

PROPOSED TOTAL BASE CONTRACT PRICE (Amount Written in numbers) \$ 219,684.00

PROPOSED TOTAL BASE CONTRACT PRICE (Amount written in words) \$ Two hundred nineteen thousands six hundred eighty four

Signature:  \_\_\_\_\_

Printed Name: Maisela Soares \_\_\_\_\_

Date: 12/06/2023

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. This sworn statement is submitted to the CITY OF MADEIRA BEACH by \_\_\_

[print individual's name and title]

for Mali Contracting Corp

[print name of entity submitting sworn statement]

whose business address is: 4501 N. Saint Vincent St Tampa FL

and Federal Employer Identification Number (FEIN) is 88-3525704 if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

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

1. been convicted of bribery or attempting to bribe a public officer or employee of the city, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
2. been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
3. been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
4. made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
5. where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein. above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership, or principles as the ineligible entity.

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

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

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

Authorized Signature \_\_\_\_\_

Date Signed 12/05/2023

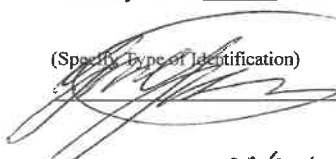
State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 5 day of December, 2023

Personally Known \_\_\_\_\_ or Produced Identification DRIVER LICENSE PL562546686C10

(Specify type of Identification)

 Signature of Notary

My Commission Expires 07/26/2026



**YANDRIEL MEJIAS FUENTES**  
Notary Public  
State of Florida  
Comm# HH293507  
Expires 7/26/2026

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 Marisela Linares

for Mali Contracting Corp [print name of entity submitting sworn statement]

whose business address is: 4501 N. Saint Vincent St and (if

applicable) its Federal Employer Identification Number (FEIN) is 88-3525704 (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:

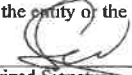
Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's workplace 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.

  
Authorized Signature

Date Signed 12/05/2023


State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 5 day of December, 2023

Personally Known \_\_\_\_\_ or Produced Identification Driver license 05625-10686610

(Specify Type of Identification)  
  
Signature of Notary  
My Commission Expires 07/26/2026

  
**YANDRIEL MEJAS FUENTES**  
Notary Public  
State of Florida  
Comm# HH293507  
Expires 7/26/2026





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



**LINARES, MARISELA**

MALI CONTRACTING CORP  
4501 N SAINT VINCENT ST  
TAMPA FL 33614

**LICENSE NUMBER: CBC1262526**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://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.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**  
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**LINARES, MARISELA**

MALI CONTRACTING CORP  
4501 N SAINT VINCENT ST  
TAMPA FL 33614

**LICENSE NUMBER: CGC1534877**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 10/17/2023

Do not alter this document in any form.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**  
THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**LINARES, MARISELA**

MALI PLUMBING, LLC  
4501 N SAINT VINCENT ST  
TAMPA FL 33614

**LICENSE NUMBER: CFC1432513**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 11/21/2023

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 (MM/DD/YYYY)  
10/19/2023

Item 14A.

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 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).

<b>PRODUCER</b> James Insurance Solutions 2100 5th Ave N St. Petersburg FL 33713		<b>CONTACT NAME:</b> Izabelle James <b>PHONE (A/C No, Ext):</b> 727-384-0096 <b>FAX (A/C, No):</b> 727-347-2282 <b>E-MAIL ADDRESS:</b> IZABELLE@JAMESINSURANCESOLUTIONS.COM																			
<b>INSURED</b> MALI CONTRACTING CORP 4501 N St Vincent St Tampa FL 33614-6669		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr><td>INSURER A :</td><td>Berkshire Hathaway Direct Insurance Company</td><td>10391</td></tr> <tr><td>INSURER B :</td><td>Progressive</td><td>24260</td></tr> <tr><td>INSURER C :</td><td>National Liability &amp; Fire Insurance Company</td><td>20052</td></tr> <tr><td>INSURER D :</td><td>Scottsdale Insurance Company</td><td>41297</td></tr> <tr><td>INSURER E :</td><td></td><td></td></tr> <tr><td>INSURER F :</td><td></td><td></td></tr> </table>		INSURER A :	Berkshire Hathaway Direct Insurance Company	10391	INSURER B :	Progressive	24260	INSURER C :	National Liability & Fire Insurance Company	20052	INSURER D :	Scottsdale Insurance Company	41297	INSURER E :			INSURER F :		
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INSURER D :	Scottsdale Insurance Company	41297																			
INSURER E :																					
INSURER F :																					

**COVERAGES**      **CERTIFICATE NUMBER:**      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	Y	N98P694848	4/13/2023	4/13/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	974105066	10/6/2023	10/6/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N9WC697555	4/13/2023	4/13/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Builders Risk	Y	CPS7883756	10/18/2023	10/18/2024	\$144,835

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Pasco County Board of County Commissioners 7536 State St  New Port Richey FL 34654-5528	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> <i>Izabelle James</i>
---	--

ACORD 25 (2014/01)      The ACORD name and logo are registered marks of ACORD      © 1988-2014 ACORD CORPORATION. All rights reserved.

**2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P22000060683

Entity Name: MALI CONTRACTING CORP

Current Principal Place of Business:

4501 N SAINT VINCENT ST  
TAMPA, FL 33614

Current Mailing Address:

4501 N SAINT VINCENT ST  
TAMPA, FL 33614 UN

FEI Number: 88-3525704

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

LINARES, MARISELA  
4501 N SAINT VINCENT ST  
TAMPA, FL 33614 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: \_\_\_\_\_

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title P  
Name LINARES, MARISELA  
Address 4501 N SAINT VINCENT ST  
City-State-Zip: TAMPA FL 33614

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: MARISELA LINARES

PRESIDENT

01/24/2023

Electronic Signature of Signing Officer/Director Detail

Date

**Electronic Articles of Incorporation  
For**

P22000060683  
FILED  
August 01, 2022  
Sec. Of State  
Klovelace

MALI CONTRACTING CORP

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

MALI CONTRACTING CORP

**Article II**

The principal place of business address:

4501 N SAINT VINCENT ST  
TAMPA, FL. UN 33614

The mailing address of the corporation is:

4501 N SAINT VINCENT ST  
TAMPA, FL. UN 33614

**Article III**

The purpose for which this corporation is organized is:

CONSTRUCTION INDUSTRY

**Article IV**

The number of shares the corporation is authorized to issue is:

1

**Article V**

The name and Florida street address of the registered agent is:

MARISELA LINARES  
4501 N SAINT VINCENT ST  
TAMPA, FL. 33614

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: MARISELA LINARES

P22000060683  
FILED  
August 01, 2022  
Sec. Of State  
Klovelace

### Article VI

The name and address of the incorporator is:

MARISELA LINARES  
4501 N SAINT VINCENT ST

TAMPA, FL 33614

Electronic Signature of Incorporator: MARISELA LINARES

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

### Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P  
MARISELA LINARES  
4501 N SAINT VINCENT ST  
TAMPA, FL. 33614 US

### Article VIII

The effective date for this corporation shall be:

07/31/2022



# Memorandum

**Meeting Details:** April 10, 2024, BOC Regular Meeting

**Prepared For:** Honorable Mayor Rostek and Board of Commissioners

**From:** Community Development Department

**Subject:** RFQ 23-12, Planning Services to Create and Implement a New City Master Plan

## **Background:**

In November 2023 the City of Madeira Beach created and submitted RFQ 23-12, Planning Services to Create and Implement a New City Master Plan. The city received three applications. Kimley-Horn ranked as the top applicant from the selection committee.

## **Discussion:**

The Board of Commissioners needs to provide direction on whether to proceed with the firm Kimley-Horn for RFQ 23-12, Planning Services to Create and Implement a New City Master Plan. Kimley-Horn updated the Scope of Services with comments from the Board of Commissioners and staff and provided a signed consulting and design services agreement (attached).

## **Recommendation(s):**

Staff recommends proceeding with Kimley-Horn for RFQ 23-12.

## **Fiscal Impact or Other:**

The anticipated cost for RFQ 23-12 is \$150,000

## **Attachments:**

- Madeira Beach Master Plan Scope of Services
- Consulting and Design Services Agreement



**Madeira Beach Master Plan  
Task Order 1  
Scope of Services**



March 29, 2024

**PURPOSE**

The City of Madeira Beach (“City”) requires the services of Kimley-Horn and Associates, Inc. (“Consultant”) to Create and Implement a New City Master Plan for the City of Madeira Beach. The purpose of the Master Plan is to identify a future Vision for the City, guiding goals, and an implementation plan to achieve the Vision.

The Consultant will provide the following services:

## SCOPE OF SERVICES

### TASK 1: PROJECT MANAGEMENT

**Monthly Project Management Team (PMT) Meetings:** The Consultant will prepare for and attend monthly, virtual PMT meetings. Up to twelve (12) meetings are anticipated with the PMT throughout the anticipated twelve-month process. The Consultant will send monthly progress report emails to the PMT team.

- **Kick-off Meeting:** The Consultant will conduct one (1) in-person kick-off meeting with City staff to discuss the project and deliverables. Up to three (3) Kimley-Horn staff members will attend the kick-off meeting. The scope and schedule will also be discussed including timing of key milestones to include stakeholder and community outreach, and timing of deliverables.

#### **Task 1 Deliverables:**

- Monthly progress reports and coordination with City staff
- One (1) kickoff meeting attendance and notes

### TASK 2: DATA COLLECTION AND EXISTING CONDITIONS

- **Research and Data Gathering:** Consultant staff will review available data, as agreed upon by the City and Kimley-Horn Project Manager, which may include:
  - Population and demographics
  - Business and employment data
  - Household characteristics
  - Existing land use
  - Future Land Use
  - Zoning
  - Existing bicycle facilities
  - Existing sidewalks
  - Existing transit
  - Origin/destination data
  - Beach access locations
  - Planned improvements / Capital Improvement Program (CIP) projects
  - 5-year crash data
  - Coastal resources
  - Recreation and open space

**Madeira Beach Master Plan  
Task Order 1  
Scope of Services**

Page 3

- **Plan Review:** The Consultant will review existing Plans and documents related to the development of the New City Master plan, as agreed upon by the City and Kimley-Horn Project Manager, which may include:
  - City of Madeira Beach Master Plan (2002)
  - Madeira Beach Comprehensive Plan
  - John's Pass Village Activity Center Plan
  - Madeira Beach Watershed Management Plan
  - Madeira Beach Resiliency Plan
  
- **Existing Conditions Summary:** The Consultant will summarize findings from the requisite data gathering and plan review using maps, infographics, and descriptive narrative, as appropriate, to be included as a chapter in the Final Plan document. The Consultant will provide a draft of the existing conditions chapter before the Final Plan document is developed and revise the chapter up to two (2) times based on City staff comments.

**Task 2 Deliverables:**

- Existing Conditions Summary to be included in the Final Plan

To Be Provided by the Client:

- Data to support the existing conditions analysis, including documents related to past and ongoing plans and capital projects and GIS shapefiles.
- Provide up to two (2) rounds of comments on the Existing Conditions Summary

### **TASK 3: COMMUNITY ENGAGEMENT**

- **Public Engagement Plan:** The Consultant will develop one (1) Public Engagement Plan which will outline community engagement activities and stakeholder groups to be engaged in this Plan. Up to one (1) revision based on feedback from City staff.
  
- **Project branding and promotional materials:** The Consultant will develop promotional and educational materials to advertise and disseminate information about the City Master Plan project to the public, as agreed upon by the City and Kimley-Horn Project Manager. The Consultant will provide the agreed upon project branding and promotional materials in PDF or JPG format to be printed and/or shared digitally by the City. Promotional materials may include:
  - Project-specific branding for use on documents, flyers, and workshop boards
  - Project overview informational flyer
  - "Planning 101"/Master Plan Basics one-pager
  - Postcard/mailer for noticing community workshops

**Madeira Beach Master Plan  
Task Order 1  
Scope of Services**

Page 4

- Meeting/workshop invitation template to be used for various events throughout the project
- **Community Workshops:** The Consultant will prepare and conduct up to three (3) interactive community forums. The first workshop will share information on the purpose of the new Master Plan and how it relates to other planning activities in the City, solicit input from community members on existing issues within the City, and their vision for the Master Plan. The second workshop will present the findings from the first workshop and present the draft vision statement and primary goals of the Master Plan. The third workshop will seek community input on the draft Master Plan. This workshop will also focus on communicating strategies and improvements identified in the draft Master Plan. Kimley-Horn will provide up to four (4) staff at the forums and City staff will secure the meeting space and notice the workshops. The Consultant will coordinate with City staff to determine the feasibility of conducting one or more of the workshops in hybrid format. The input collected at the community forums will be summarized which be included in the final Master Plan.
- **Stakeholder Meetings:** The Consultant will conduct up to three (3) stakeholder meetings and up to two (2) Kimley-Horn staff members will attend. The purpose of these meetings is to gain feedback on challenges and opportunities within the City and a long-term vision for the City from the perspective of specific stakeholder groups within the City. The stakeholder meetings may be held virtually or in-person. It is anticipated that the meetings will be held with community leaders, businesses, property owners, schools, chamber of commerce, local advocacy groups, or real estate professionals in the area identified by City staff. One (1) meeting will be used to coordinate with local and regional agencies such as Florida Department of Transportation (FDOT), Forward Pinellas, Pinellas County, and Pinellas Suncoast Transit Authority (PSTA). The City will be responsible for scheduling the stakeholder meetings and securing a meeting location, if needed.
- **Pop-up Engagement Activities:** The Consultant will attend up to six (6) events, planned by other organizations (not the Consultant) in the City to promote the Master Plan. The Consultant will attend each event for up to two (2) hours. These activities may include but are not limited to: attending beach clean ups, holding a booth at the Madeira Beach Wednesday Market, Merry Market, Final Friday, Gulf Beaches Public Library, meeting with the Madeira Beach Fundamental School, Rotary Club, American Legion, Veterans of Foreign Wars (VFW), and Elks Lodge.
- **Online Survey and Interactive Map:** The Consultant will develop up to two (2) online surveys and one (1) online interactive map. Up to one (1) revision based on

feedback from City staff. City staff will be responsible for hosting the survey and interactive map on the City's website and promoting the survey and map.

**Task 3 Deliverables:**

- Public Engagement Plan (PEP)
- Preparation and attendance at three (3) Community Workshops
- Preparation and attendance at three (3) Stakeholder Meetings (virtual or in-person)
- Attendance of up to six (6) prearranged community events/meetings
- Development of two (2) online surveys and one (1) interactive map
- One (1) community engagement summary to be included in the Final Plan

To Be Provided by the Client:

- Development of project page to be hosted on the City's website
- Social media outreach
- Scheduling and coordination of meeting times and locations for community workshops and stakeholder interviews
- Setup of virtual components for community workshops (if applicable)
- Coordination and setup of pop-up project information booth or presentation at prearranged community events/meetings
- Noticing of events via mail, social media, flyers, or any other method as determined by City staff, including the printing of relevant materials

## **TASK 4: VISIONING AND GOAL SETTING**

- The Consultant will develop a vision statement based on feedback from community engagement activities and discussions with City staff. The Consultant will develop up to five (5) major themes/goals that will guide the development of the New City Master Plan. The Visioning and Goal Setting Summary will be incorporated into the Final Master Plan document.

**Task 4 Deliverables:**

- Defined Vision statement and up to five (5) major themes/goals to be incorporated into the Final Master Plan.

## **TASK 5: PLAN DEVELOPMENT**

- **Strategies and Recommendations:** The Consultant will utilize information gathered during the field visit, existing conditions analysis, and community engagement to

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develop the New City Master Plan. The New City Master Plan will build off previous plans and a list of strategies and improvements to implement within the study area. The previous information collected from the existing conditions analysis, previous plans, stakeholder meetings, online survey, and community workshops will be used to develop strategies and recommendations to achieve the vision and goals developed in Task 4. The New City Master Plan will include recommendations and strategies relating to the categories below:

- Economic Development
  - Historic, Culture, and Heritage Preservation
  - Housing
  - Land Use and Zoning
  - Parks and Open Space
    - Including marinas and other recreation facilities
  - Placemaking
  - Sustainability and Resiliency
  - Urban Design
    - Context sensitive design guidelines with a focus on Gulf Boulevard
  - Transportation
- **Street Typologies:** The Consultant will develop one (1) Street Type Map with up to four (4) street types. The Consultant will develop a street type table which will identify minimum and preferred dimensions for travel lanes, bicycle facilities, sidewalks, and landscaping for each street type. The street types will also specify preferred urban design standards for surrounding land use/zoning districts.
  - **Comprehensive Plan and Land Development Code Review Matrix:** The Consultant will review the City's current Comprehensive Plan (Comp Plan) and Land Development Code (LDC). The Consultant will develop one (1) review matrix for the City's Comp Plan and LDC. The matrix will identify inconsistencies between these documents and the new vision and goals for the New City Master. Kimley-Horn will review the matrix with City staff via a conference call on a monthly PMT meeting identified in Task 1 above and revise the matrix up to two (2) times based on staff comments. This task does not include a strikethrough underline or revisions to the Comprehensive Plan or Land Development Code. These services can be conducted as part of additional services.
  - **Zoning District Review:** The Consultant will review existing standards for the Retail Commercial (C-3) and Marine Commercial (C-4) zoning districts to identify updates that reflect the future vision, goals, and street type recommendations. The updates will be identified through a strikethrough underline to the C-3 and C-4 districts in the

Land Development Code. This task does not include any public hearings and meetings for adoption of the zoning district revisions; nor does it include GIS updates to the zoning map.

**Task 5 Deliverables:**

- Strategies and Recommendations to be included in the Final Master Plan
- One (1) Street Type map and one (1) Street Type Standards Table
- One (1) Comprehensive Plan and Land Development Code Review Matrix
- One (1) strikethrough underline for up to two (2) zoning districts

**TASK 6: IMPLEMENTATION STRATEGIES**

- **Implementation Table:** The Consultant will identify strategies and actions for the goals identified in Task 4. The table will also include timeframe, responsible party, general level of cost, and potential funding sources.
- **High Priorities Map:** The Consultant will develop one (1) High Priorities Map that depict recommendations and projects that are high priorities to the community that achieve the Vision and Goals identified in Task 4. The High Priorities Map will correspond with the Implementation Table.
- **Performance Measures:** The Consultant will develop and establish performance measures that the City will be able to track progress of the goals established in the New Master Plan.
- **Funding Opportunity Matrix:** The Consultant will research funding opportunities and prepare a Matrix for potential funding pursuits that would assist in offsetting the cost of construction and implementation of project identified in the Master Plan. The Matrix will provide information such as the name(s) of the funding source, description of the possible use of the funds, grant or loan, specific terms/conditions, and the next deadline for submittal, as may be applicable and available. This task does not include the preparation of any grant applications.

**Task 6 Deliverables:**

- One (1) Implementation Table
- One (1) High Priorities Map
- One (1) Funding Opportunity Matrix

- Implementation strategies and performance measures to be included in the Final Master Plan.

### **TASK 7: FINAL MASTER PLAN AND ADOPTION**

- **Draft Master Plan:** The Consultant will develop a draft Master Plan in PDF format to be reviewed by City staff. City staff will provide all comments and edits in a consolidated document.
- **Final Master Plan:** The Consultant will revise the draft Master Plan one (1) time upon review from City staff. The Final Master Plan will be delivered in PDF format.
- **Adoption Presentation:** The Consultant will develop a presentation and present the final City Master Plan in cooperation with City staff to the City Commission for review and adoption at a publicly noticed hearing. The City will be responsible for providing the meeting place and meeting advertisement/public notices.

#### ***Task 7 Deliverables:***

- Draft Master Plan document
- Final Master Plan document
- One (1) presentation to City Commission

#### **To Be Provided by the Client:**

- Provide one (1) round of consolidated comments on the Draft Master Plan



## ADDITIONAL TASKS

Any services not specified in the above scope are considered additional services not included under this project. As an amendment to this scope of work or under an additional Task Order agreement, Kimley-Horn can provide services including, but not limited to, the following:

- Grant application services
- Strikethrough/underline or updates to the Comprehensive Plan and/or Land Development Code
- Detailed Opinion of Probable Costs
- Roadway survey
- Roadway design
- Rendering videos
- Additional graphics and renderings
- GIS information creation, analysis or manipulation of data
- Additional stakeholder and community outreach
- Additional field visits
- Community Walk Audit
- Additional online surveys
- Additional presentations
- Additional attendance of City Commission Workshops or Meetings

The following tasks may be initiated upon the request of the City as an additional Task Order. Scope and fee for each additional Task Order will be agreed upon between the City Project Manager and Kimley-Horn Project Manager.

- A. **GIS Dashboard:** The consultant shall develop one (1) web-based operational ArcGIS dashboard to assist the Department in tracking applicable performance measures identified in Task 6. This dashboard will display locations of projects, attribute information, statistical summaries, and applicable ratings.
- a. The ArcGIS Dashboard will include functionalities that support quality assurance and quality control measures for projects being evaluated.
    - i. Capability to edit and update inventory
    - ii. Create and print reports and layouts
    - iii. Additional filtering tools for reviewing data
- B. **Renderings:** Up to five (5) 2D or 3D renderings will be developed using Adobe Illustrator, Google SketchUp, or Lumion software to depict the Vision and/or recommendations in the Master Plan. The rendering may depict density, intensity,

- building mass, building height, or building setbacks. The renderings may also depict development scenarios.
- C. **Future Land Use Text and/or Map Amendments:** The Consultant will draft text changes to the City's Future Land Use (FLU) and/or amendment to the Future Land Use Map (FLUM). The Consultant will respond to up to two (2) rounds of revisions upon the City staff and City Attorney review.
- D. **Land Development Code Strikethrough Underline:** The Consultant will draft text amendments to the Land Development code in a strikethrough underline format. Drafts will be reviewed by City staff and the City Attorney for comment. The Consultant will respond to up to two (2) rounds of revisions upon the City staff and City Attorney review.

## **SCHEDULE**

The total months for services is anticipated to be 12 months from the Notice to Proceed (NTP). Below is the anticipated schedule as agreed upon by the Firm and City staff.

- Task 1: Project Management – *0-12 Months from NTP*
- Task 2: Data Collection and Existing Conditions – *0-4 Months from NTP*
- Task 3: Community Engagement – *0-12 Months from NTP*
- Task 4: Visioning and Goal Setting – *2-6 Months from NTP*
- Task 5: Plan Development – *5-10 Months from NTP*
- Task 6: Implementation Strategy– *8-10 Months from NTP*
- Task 7: Final Plan and Adoption – *11-12 Months from NTP*

## **COMPENSATION**

Kimley-Horn will provide the services outlined in Tasks 1-7 for a lump sum of \$150,000. Invoices will be submitted monthly, prepared based on a percentage completion of the project. The following task items represent a breakdown of the lump sum amount for reference:

- Task 1** Project Management: \$14,500
- Task 2** Data Collection and Existing Conditions: \$7,500
- Task 3** Community Engagement: \$40,000
- Task 4** Visioning and Goal Setting: \$5,000
- Task 5** Plan Development: \$48,000
- Task 6** Implementation Strategy: \$17,000
- Task 7** Final Plan and Adoption: \$18,000



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ACCEPTED:

THE CITY OF MADEIRA BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES,  
INC.

BY: \_\_\_\_\_

BY: Hanna Shaffer AICP, CNU-A.

TITLE: \_\_\_\_\_

TITLE: Project Manager

DATE: \_\_\_\_\_

DATE: 3/29/2024

**CONSULTING AND DESIGN SERVICES AGREEMENT**

**THIS AGREEMENT** is hereby made and entered into this 29<sup>th</sup> day of March, 2024, by and between the CITY OF MADEIRA BEACH, FLORIDA, (hereinafter referred to as “CITY”), and

Kimley-Horn and Associates, Inc., a Florida Corporation (hereinafter referred to as “CONSULTANT”).

**WHEREAS**, CITY desires to engage a firm to provide professional consulting, or design services for the project hereafter described;

**WHEREAS**, CITY desires to engage CONSULTANT to provide consulting and design services upon the Scope of Services to be issued subsequent to the execution of this agreement;

**WHEREAS**, CONSULTANT is qualified and able to provide the services described herein;

**WHEREAS**, this agreement has been properly approved by the appropriate authority for CITY and CONSULTANT.

**NOW, THEREFORE**, for an in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable, and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1 - PROJECT**

**1.1 PROJECT**

CONSULTANT shall provide CITY consulting, services in accordance with this Agreement and as more particularly described in the Scope of Services, as detailed in the attached Exhibit A and set forth below (hereinafter “SERVICES”).

**1.2 PROJECT TERM AND PARAMETERS**

**1.2.1** - CONSULTANT shall serve as the CITY’s Master Plan Planning Consultant and this Agreement shall commence on the Effective Date and remain in force until all work issued during the effective period of this Agreement is completed, unless terminated by pursuant to Article 7, but not to exceed five years.

**1.2.2** - The consulting firm shall assist the City towards creating and implementing a new master plan. The CONSULTANT’s services may include, but not be limited to, planning, design, economic studies, and reviews.

**ARTICLE II - SERVICES**

**2.1 SCOPE OF SERVICES**

**2.1.1** - CONSULTANT shall develop a new city Master Plan which will include data collection and analysis, community engagement, visioning and goal setting, plan development, implementation strategy, and plan adoption as detailed in the attached Scope of Services.

**2.1.2** - The CONSULTANT will work to create and implement a new Master Plan with assistance from City staff.

**2.1.3** - The City reserves the right to issue separate contracts for specific services at the city’s sole discretion.

**2.1.4** - The following accreditations of each firm’s employees or sub-consultants are highly desirable but not required: AICP, CFM, AIA, ASLA, and LEED certified professionals.

**2.1.5** - The SERVICES shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided, herein after “Standard of Care”.

**2.1.6** - This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

**2.2 PROJECT STUDY AND DESIGN SERVICES**

As specifically authorized by a Scope of Services approved by CITY in writing, CONSULTANT shall perform the following services:

**2.2.1.** - CONSULTANT shall conduct charrettes, public meetings, surveys, and prepare planning reports and renderings, pertaining to the PROJECT. Upon CONSULTANT’s receipt of payment for services rendered, CONSULTANT will provide one (1) copy of the PROJECT and reproducible drawings and an electronic version of all contract documents as set forth in the Scope of Services shall be submitted to CITY by CONSULTANT.

**2.2.2** - CONSULTANT shall review published laws, codes, and regulations, in effect at the time SERVICES are rendered and applicable to the PROJECT, and shall incorporate all legal requirements, and requirements of government agencies having jurisdiction over the PROJECT, into the design thereof.

**ARTICLE 3 – CITY RESPONSIBILITIES**

**3.1 COVENANTS BY CITY**

**3.1.1** - CITY shall:

**3.1.1.1** - Pay such fees as are due and payable to CONSULTANT, in advance in writing, and properly performed. The CONSULTANT shall begin work on the Scope of Services after receipt of a notice to proceed. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the CONSULTANT does not control.

**3.1.1.2** - Appoint a representative under this Agreement, with authority to authorize Work under this Agreement, transmit instructions, receive information, and transmit interpretations and definitions of the CITY'S policy and decisions pertinent to the Work covered by the applicable Scope of Services.

**3.1.1.3** - Make available, upon request of CONSULTANT, all existing records, reports, drawings, maps, plans, photographs, surveys, or other data in CITY'S possession pertaining to the Work on the PROJECT under any Scope of Services authorized hereunder, all of which the CONSULTANT may rely upon.

**3.1.1.4** - Make facilities and properties, under CITY'S control, available and accessible for inspection and access by CONSULTANT, for the performance of the Work hereunder.

**ARTICLE 4- PERSONNEL**

**4.1** - CONSULTANT'S professional personnel who shall be assigned to the PROJECT shall be as set forth in the Scope of Services for each phase of the PROJECT, as designated therein.

**ARTICLE 5 -SCHEDULE**

**5.1** - CONSULTANT shall proceed with the SERVICES upon receipt of CITY'S signed authorization to proceed. Following the initial planning meeting with CITY and the other professionals on the PROJECT, CONSULTANT shall prepare a master PROJECT schedule, including the data collection and analysis, community engagement, visioning and goal setting, plan development, implementation strategy, and plan adoption as outlined in the Scope of Services. CONSULTANT shall submit for CITY'S approval a schedule for the performance of the SERVICES, which shall include allowances for periods of time required for CITY'S review and approval of submissions by authorities having jurisdiction over the PROJECT. Time limits established by the schedule approved by CITY and mutually agreed to, shall not be exceeded by CONSULTANT. The preliminary schedule shall be as provided in the Scope of Work Order for each phase of the PROJECT. Notwithstanding any other provision of this Agreement, the CONSULTANT shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the CITY, third parties, or governmental agencies.

**ARTICLE 6 – FEES AND COSTS**

**6.1 PAYMENT FOR SERVICES**

**6.1.1** - CITY shall pay CONSULTANT for all services authorized and properly performed per the Standard of Care and subject to the budget set out in the attached Scope of Services, by one of the following methods, as agreed in writing, in advance, by the parties:

**6.1.1.1** - The mutually agreed upon lump sum of \$150,000; or

**6.1.2** - Should the Scope of Services require additional services, those services shall be mutually agreed to in writing and CITY shall pay CONSULTANT its the then current hourly rates or a mutually agreed to lump sum fee as set forth in an amendment to this Agreement. - Reimbursable expenses shall be invoiced at the actual expenditures incurred by CONSULTANT as follows:

**6.1.2.1** - Expense of transportation and living when performing travel authorized in writing by City, for long distance calls and telegrams, and for any fees paid for securing approval of authorities having jurisdiction over the Scope of Services. CITY shall pay such fees, directly, when a price advantage is available.

Travel expenses shall be in accordance with CITY’S travel and per diem allowance schedule. Travel to CITY offices and work sites and telephone and other consultation with CITY shall not be reimbursable; and

**6.1.2.2** - Expenses for reproduction, postage and handling of drawings and specifications, except file copies, such copies as required to facilitate review and approval and copies provided to contractors in accordance with terms of a contract. Copies provided to prospective bidders shall be sold, directly, to the prospective bidders by CONSULTANT.

**6.1.3** - All fees shall be invoiced monthly and payment of each invoice will be due within 30 days of receipt. The monthly amount due shall be determined as the costs are incurred for SERVICES performed in proportion of the work completed for services to be performed for the lump sum method of compensation is , in accordance with the Scope of Services attached as Exhibit A. If the CITY fails to make any payment due the CONSULTANT under this or any other agreement within 30 days after the CONSULTANT's transmittal of its invoice, the CONSULTANT may, after giving notice to the CITY, suspend services and withhold deliverables until all amounts due are paid in full.

**6.1.4** - If during and after the completion of the PROJECT described in this Agreement, in accordance with the directions of CITY, it becomes necessary to review or revise the PROJECT due to changes in published federal, state, or city law, rules, regulations or other requirements adopted after preparation thereof, payment for such review or revision shall be made to CONSULTANT according to such method or methods of calculating the fee as may be mutually agreed upon in advance, and in writing. Other changes or revisions shall be made only upon written authorization of CITY directing such changes, review or revisions by CONSULTANT. SERVICES for such changes or revisions shall be paid for at a mutually agreed upon lump sum or at the rates of payment described above, as agreed in advance, in writing, by the parties.

**6.1.5** - CONSULTANT warrants that it has not employed or retained any company or person, other than bona fide employees working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 7 - MISCELLANEOUS**

**7.1 TERMINATION**

**7.1.1** – Upon thirty days’ written notice, either party may terminate this Agreement, without cause. CONSULTANT shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by CONSULTANT as a result of such termination.



**7.1.2** - CITY may suspend, cancel or abandon any part or phase of the PROJECT described in the Scope of Services, or the services of the CONSULTANT called for under the Scope of Services, without cause, upon providing CONSULTANT five (5) days prior written notice, and CONSULTANT shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment.

**7.1.3** - It is expressly understood by CONSULTANT that the PROJECT is contingent upon the availability of sufficient funding for the same, and the PROJECT may be reduced or enlarged in scope and the planning services and payments provided hereunder may be adjusted accordingly, as mutually agreed to in writing.

**7.2 OWNERSHIP OF DOCUMENTS, MATERIALS**

**7.2.1** – Upon CONSULTANT’S receipt of payment for services rendered, reproducible copies of all documents, prepared for the PROJECT, shall be the property of CITY and shall be delivered to CITY upon completion of each said document. CITY may utilize any documents prepared by CONSULTANT hereunder in any manner it chooses, in its sole discretion, without being subject to any copyright protection.

**7.2.2** - All documents, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by others on extensions of the PROJECT or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purposes intended shall be at CITY’S sole risk. Any such verification or adaptation by CONSULTANT shall entitle CONSULTANT to further compensation at rates to be agreed upon by the parties.

**7.2.3** - Any equipment, materials or supplies for which CITY pays a specific charge under this Agreement shall become the property of CITY upon completion of the part or phase of the PROJECT for which the item was specifically purchased, but in no event later than termination of this Agreement.

**7.3 PUBLIC RECORDS**

**7.3.1** - CONSULTANT acknowledges that it is acting on behalf of a public agency; this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that CONSULTANT must comply with the public records laws of the State of Florida. CONSULTANT acknowledges that some or all the documents generated or kept by CONSULTANT, or any sub-consultant may be deemed to be public records under Florida law, and CONSULTANT fully accepts any responsibility required by law in producing or making available said documents.

**7.3.2** - CONSULTANT shall comply with the following with regard to public records and agrees to the following:

**7.3.2.1** - The CONSULTANT shall keep and maintain and not delete any and all public records required by the public agency and CONSULTANT necessary to perform the service.

**7.3.2.2** - Upon request from the public agency's custodian of public records, the CONSULTANT shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.

**7.3.2.3** - The CONSULTANT shall ensure that public records that are exempt or confidential and, therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.

**7.3.2.4** - The CONSULTANT shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONSULTANT or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and, therefore, exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**7.3.2.5** - A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the CONSULTANT of the request. The CONSULTANT must provide the records to the public agency or allow the records to be inspected, copied or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.

**7.3.2.6** - If CONSULTANT does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

**7.3.2.7** - A CONSULTANT who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

**7.3.2.8** - If a civil action is filed against a CONSULTANT to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the CONSULTANT the reasonable costs of enforcement, including reasonable attorney fees, if: The court determines that the CONSULTANT unlawfully refused to comply with the public records request within a reasonable time, and; at least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the CONSULTANT has not complied with the request, to the public agency and to the CONSULTANT.

**7.3.2.9** - The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the CONSULTANT at the CONSULTANT's address listed in this contract with the public agency or to the CONSULTANT's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

**7.3.2.10** - A CONSULTANT who fully, completely, and timely complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

**7.3.2.11** - If the CONSULTANT Has Questions Regarding the Application Of Chapter 119, Florida Statutes, To The CONSULTANT's Duty To Provide Public Records Relating To This Contract, Contact The Custodian Of Public Records At:

City of Madeira Beach

City Clerk Clara VanBlargan

Madeira Beach, FL 33708 727-391-9951, Ext. 231 cvanblargan@madeirabeachfl.gov

#### **7.4 WARRANTY, INSURANCE AND LIABILITY**

**7.4.1** - CONSULTANT warrants that the SERVICES shall be carefully, skillfully, and timely performed; in accordance with the standard for such professional services at the time those services are rendered, per the Standard of Care.

**7.4.2** - Throughout the term of this Agreement and until the completion of all construction of the PROJECT, CONSULTANT shall carry liability insurance for injury or loss arising from comprehensive general and automobile exposures at a minimum of \$1,000,000.00 per individual, per occurrence, and professional liability insurance in an amount not less than \$1,000,000.00. CONSULTANT shall provide to CITY certificates of insurance evidencing the existence of each required insurance policy, within (30) days of the date of this Agreement. The certificates of insurances shall provide that CITY be notified at least (30) days prior to the cancellation or reduction in policy limits of the policy. Additional certificates of the insurance required hereby shall be provided by CONSULTANT at any time requested by CITY.

#### **7.5 INDEMNIFICATION**

**7.5.1** - CONSULTANT shall indemnify, and hold harmless, CITY, its Board of Commissioners, charter officers, attorneys, and employees from, and against all liability and expense, including reasonable attorney's fees incurred thereby through all appellate proceedings, arising from any claims, damages, suits for personal injuries, property damage, equitable relief, fines, penalties or other liability to the extent caused by CONSULTANT's negligent acts, errors or omissions in the performance of the professional SERVICES hereunder. The claims covered by this section shall include claims made by CONSULTANT'S employees, and CONSULTANT hereby waives its entitlement, if any, to immunity under Chapter 440, Florida Statutes

**7.5.2** - The obligations of the CONSULTANT under this section shall not be limited in any way by any immunity from or limitation of liability that the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations under this section shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained by CONSULTANT under this Agreement.

**7.5.3** - CITY shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONSULTANT of any of its obligations hereunder. CONSULTANT shall obtain the prior written consent of CITY prior to entering any settlement of such claim.

**7.6 OTHER REQUIREMENTS**

**7.6.1** - Nothing contained herein guarantees CONSULTANT any amount of work or compensation. This Agreement shall not be considered an exclusive agreement, and CITY shall not be obligated to exclusively use the services of CONSULTANT for any project it undertakes.

**7.6.2** - This Agreement supersedes all prior negotiations and oral or written agreements heretofore made relating to the subject matter and constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except in writing and signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. The failure to enforce any provision or part of this Agreement shall not constitute a waiver of the right to enforce any part or provision hereof, including the same part or provision in the future. If any portion or part of this agreement is declared invalid by a court of competent jurisdiction, the remainder hereof shall remain in full force and effect.

**7.6.3** - This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**7.6.4** - This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto a) irrevocably submits itself to the exclusive jurisdiction and venue of the Circuit Court of the State of Florida, Pinellas County, and the jurisdiction of the United States District Court for the Middle District of Florida, Tampa Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.

**7.6.5** - This Agreement shall create no rights or claims whatsoever in any person other than a party hereto, except as provided herein. There shall be no third-party beneficiaries under this Agreement of any kind.

**7.6.6** - In the event either party employs an attorney to enforce any of the conditions of this Agreement, or to enforce any covenants hereunder, or to enforce any of the rights, remedies, privileges or options at law or in equity, or in any action between the parties, the prevailing party shall be entitled to reimbursement from the non-prevailing party of all costs and expenses incurred or paid by the prevailing party in so doing, including without limitation, all attorneys' and paralegal fees and costs whether the matter is settled privately, by arbitration, or by legal action at the trial court level and at any and all appellate court levels in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, post-trial and all appellate proceedings, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings.

**7.6.7** - PURSUANT TO FLORIDA STATUTE 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

**7.6.8** - All final documents shall be submitted to the City Commission of CITY for review and approval. All modifications of this agreement shall not be effective unless approved by the City Commission of CITY, in writing.

**7.6.9** - Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to CONSULTANT:



Dawn Dodge, P.E.  
Associate  
Kimley-Horn and Associates, Inc.

As to CITY:

City Manager & City Clerk City of Madeira  
Beach, Florida 300 Municipal Dr.  
Madeira Beach, Florida 33706

**EXHIBIT A**

**SCOPE OF WORK ORDER**

**Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the CITY OF MADEIRA BEACH, FLORIDA (the City) in accordance with the terms of the Consulting and Design Services Agreement for Continuing Professional Services dated \_\_\_\_\_, which is incorporated herein by reference.**

**Identification of Project:**

**Project Name:**

**Consultant Project Manager:**

**Project Number:**

**Specific scope of basic Services:**

**Schedule:**

**Deliverables:**

**Terms of compensation:**

**Other special terms of Individual Project Order:**



# Memorandum

**Meeting Details:** April 10, 2024

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

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

**Subject:** ITB 2023-14 Coastal Groin Restoration Approval

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## Background

The City of Madeira Beach requested state appropriations for the renourishment of 22 existing beach groins and successfully received a 50% match funds from the Florida Department of Environmental Protection for \$1.75 Million. This grant is set to expire on December 31, 2024, if the job is not complete staff will be able to submit in writing an extension which is typically 6 months. Staff completed the design and placed the plans out for public bid. The bid was advertised on December 27, 2023 and a mandatory pre bid meeting was held at City Hall on January 18, 2024 where 28 people attended including city staff and engineers. When staff requested funding several years ago the total anticipated cost was \$3.5 million.

Bids were publicly opened on February 8, 2024 at 10:00 AM where we received 9 total submittals. Once bids were received staff and the engineers reviewed the bids checking for all requested documents and that the bid tabulation form was completed and calculated correctly. Once the calculations were checked, it was noted that several contractors had miscalculated or did not complete the form.

Staff identified BDI Marine Contractors, Custom Built Marine Contractors Inc, and Speeler Co as the three lowest bidders. Staff then created a reference check questionnaire and called references listed in each submittal. References from BDI Marine Contractors were questionable and information came out about several litigations with the company. Custom Built Marine had several references that were out of service and the others stated they were satisfied with the work completed. Speeler Co had great reviews

from all references listed. After the reference check staff called each contractor in for an interview / meeting to find out a little more about each and ensure that the city selects the most responsive responsible contractor for the job.

After the interviews staff discussed and recommended the Board of Commissioners proceed with Speeler Co to complete the Coastal Groin Restoration project. Speeler Co. has previously worked on the coastal groins during the 2012 / 2013 rehab project and is aware of our coastal conditions. Custom Built Marine has some experience but most experience is on the east coast of Florida and not like our groin project. BDI has several litigations that they did not disclose in their submittal or during the interview process. Staff requested legal advice and the city attorney agreed with staff recommendations to not proceed with BDI.

### **Fiscal Impact**

There is a \$1.75 million grant from FDEP for this project and the remainder will be funded through the CIP.

### **Recommendation(s)**

Staff recommends the City of Madeira Beach proceed with Speeler Co. to complete the Coastal Groin Restoration Project for the amount of \$3,838,677.99.

### **Attachments**

- :- Speeler Submittal, submittal checklist, and Reference questionnaire
- :- Custom Built submittal checklist, and Reference questionnaire
- :- BDI Marine Contractors submittal checklist, and Reference questionnaire
- :- Contractor Bid Tabulation for all submittals
- :- Attorney Legal Opinion on BDI



Speeler																	
Pay Item No.							Description	Quantity	Unit	UnitPrice	Amount						
							<b>MOBILIZATION &amp; SITE PREPARATION</b>										
1.1							Mobilization	1	LS	\$300,000.00	\$ 300,000.00						
1.2							Maintenance of Traffic	1	LS	\$22,000.00	\$ 22,000.00						
1.3							Erosion Control and Floating Turbidity	1	LS	\$15,000.00	\$ 15,000.00						
											<b>\$ 337,000.00</b>						
2.1										\$3.00	\$ 6,900.00						
2.2										\$3.00	\$ 2,700.00						
											<b>\$ 9,600.00</b>						
<b>3.0</b>	<b>9' Sheet</b>	<b>UnitPrice</b>	<b>\$</b>	<b>12' Sheet</b>	<b>UnitPrice</b>	<b>\$</b>	<b>15' Sheet</b>	<b>UnitPrice</b>				<b>\$</b>	<b>9' Sheet</b>	<b>UnitPrice</b>	<b>\$</b>	<b>12' Sheet</b>	<b>UnitPrice</b>
1	144	205.82	\$ 29,638.08	9	1480	\$ 13,320.00	0	0	\$ -		\$ -	\$ 42,958.08	144	784.55	\$ 112,975.20	9	944.97
2	153	205.82	\$ 31,490.46	0	1480	\$ -	0		\$ -		\$ -	\$ 31,490.46	153	784.55	\$ 120,036.15	0	
3	153	205.82	\$ 31,490.46	20	1480	\$ 29,600.00	0		\$ -		\$ -	\$ 61,090.46	153	784.55	\$ 120,036.15	20	944.97
4	77	205.82	\$ 15,848.14	81	1480	\$ 119,880.00	15	1100.27	\$ 16,504.05		\$ 16,504.05	\$ 152,232.19	77	784.55	\$ 60,410.35	81	944.97
5	6	205.82	\$ 1,234.92	87	1480	\$ 128,760.00	30	1100.27	\$ 33,008.10		\$ 33,008.10	\$ 163,003.02	6	784.55	\$ 4,707.30	87	944.97
6	165	205.82	\$ 33,960.30	77	1480	\$ 113,960.00	0		\$ -		\$ -	\$ 147,920.30	165	784.55	\$ 129,450.75	77	944.97
7	120	205.82	\$ 24,698.40	90	1480	\$ 133,200.00	72	1100.27	\$ 79,219.44		\$ 79,219.44	\$ 237,117.84	120	784.55	\$ 94,146.00	90	944.97
8	42	205.82	\$ 8,644.44	156	1480	\$ 230,880.00	35	1100.27	\$ 38,509.45		\$ 38,509.45	\$ 278,033.89	42	784.55	\$ 32,951.10	156	944.97
9	69	205.82	\$ 14,201.58	95	1480	\$ 140,600.00	48	1100.27	\$ 52,812.96		\$ 52,812.96	\$ 207,614.54	69	784.55	\$ 54,133.95	95	944.97
10	53	205.82	\$ 10,908.46	92	1480	\$ 136,160.00	59	1100.27	\$ 64,915.93		\$ 64,915.93	\$ 211,984.39	53	784.55	\$ 41,581.15	92	944.97
11	12	205.82	\$ 2,469.84	92	1480	\$ 136,160.00	59	1100.27	\$ 64,915.93		\$ 64,915.93	\$ 203,545.77	12	784.55	\$ 9,414.60	92	944.97
12	57	205.82	\$ 11,731.74	89	1480	\$ 131,720.00	36	1100.27	\$ 39,609.72		\$ 39,609.72	\$ 183,061.46	57	784.55	\$ 44,719.35	89	944.97
13	105	205.82	\$ 21,611.10	87	1480	\$ 128,760.00	0		\$ -		\$ -	\$ 150,371.10	105	784.55	\$ 82,377.75	87	944.97
14	96	205.82	\$ 19,758.72	86	1480	\$ 127,280.00	0		\$ -		\$ -	\$ 147,038.72	96	784.55	\$ 75,316.80	86	944.97
15	51	205.82	\$ 10,496.82	96	1480	\$ 142,080.00	45	1100.27	\$ 49,512.15		\$ 49,512.15	\$ 202,088.97	51	784.55	\$ 40,012.05	96	944.97
16	68	205.82	\$ 13,995.76	98	1480	\$ 145,040.00	27	1100.27	\$ 29,707.29		\$ 29,707.29	\$ 188,743.05	68	784.55	\$ 53,349.40	98	944.97
17	109	205.82	\$ 22,434.38	83	1480	\$ 122,840.00	0		\$ -		\$ -	\$ 145,274.38	109	784.55	\$ 85,515.95	83	944.97
18	192	205.82	\$ 39,517.44	0	1480	\$ -	0		\$ -		\$ -	\$ 39,517.44	192	784.55	\$ 150,633.60	0	944.97
19	149	205.82	\$ 30,667.18	54	1480	\$ 79,920.00	0		\$ -		\$ -	\$ 110,587.18	149	784.55	\$ 116,897.95	54	944.97
20	185	205.82	\$ 38,076.70	8	1480	\$ 11,840.00	0		\$ -		\$ -	\$ 49,916.70	185	784.55	\$ 145,141.75	8	944.97
21	134	205.82	\$ 27,579.88	59	1480	\$ 87,320.00	0		\$ -		\$ -	\$ 114,899.88	134	784.55	\$ 105,129.70	59	944.97
22	192	205.82	\$ 39,517.44	0	1480	\$ -	0		\$ -		\$ -	\$ 39,517.44	192	784.55	\$ 150,633.60	0	
										<b>SUBTOTAL</b>	<b>\$ 3,108,007.26</b>						
										<b>Total 1,2,3</b>	<b>\$ 3,454,607.26</b>						
										<b>10%</b>	<b>\$ 345,460.73</b>						
										<b>GRAND</b>	<b>\$ 3,800,067.99</b>						
Speeler																	

Kelly Brothers				Hewes & Company									
			UnitPrice	Amount							Description	Quantity	Unit
	<b>MOBILIZATION &amp; SITE PREPARATION</b>										<b>MOBILIZATION &amp; SITE PREPARATION</b>		
	Mobilization	1	LS	\$1,517,339.79	\$1,517,339.79						Mobilization	1	LS
	Maintenance of Traffic	1	LS	\$75,455.53	\$75,455.53						Maintenance of Traffic	1	LS
	Erosion Control and Floating Turbidity	1	LS	\$276,425.41	\$276,425.41						Erosion Control and Floating Turbidity	1	LS
	<b>SUBTOTAL</b>			<b>\$ 1,869,220.73</b>									
	<b>DUNE RESTORATION</b>										<b>DUNE RESTORATION</b>		
	Sea Oats (Uniola paniculate), 1.5' OC @ 5,000 SF	2300	EA	\$6.60	\$15,180.00						Sea Oats (Uniola paniculate), 1.5' OC @ 5,000 SF	2300	EA
	Bitter Panicgrass (Panicum amarum), 2.5' OC @ 5,000 SF	900	EA	\$12.74	\$11,466.00						Bitter Panicgrass (Panicum amarum), 2.5' OC @ 5,000 SF	900	EA
	<b>SUBTOTAL</b>			<b>\$ 26,646.00</b>									
	<b>\$</b>	<b>15' Sheet</b>	<b>UnitPrice</b>		<b>\$</b>	<b>9' Sheet</b>	<b>UnitPrice</b>	<b>\$</b>	<b>12' Sheet</b>	<b>UnitPrice</b>	<b>\$</b>	<b>15' Sheet</b>	<b>UnitPrice</b>
\$ 8,504.73	0	0	\$ -		\$ -	144	1160	\$ 167,040.00	9	1,195.00	\$ 10,755.00	0	0
\$ -	0		\$ -		\$ 120,036.15	153	1160	\$ 177,480.00	0	1,195.00	\$ -	0	\$ -
\$ 18,899.40	0		\$ -		\$ 138,935.55	153	1160	\$ 177,480.00	20	1,195.00	\$ 23,900.00	0	\$ -
\$ 76,542.57	15	1291.52	\$ 19,372.80		\$ 156,325.72	77	1160	\$ 89,320.00	81	1,195.00	\$ 96,795.00	15	1,270.00
\$ 82,212.39	30	1291.52	\$ 38,745.60		\$ 125,665.29	6	1160	\$ 6,960.00	87	1,195.00	\$ 103,965.00	30	1,270.00
\$ 72,762.69	0		\$ -		\$ 202,213.44	165	1160	\$ 191,400.00	77	1,195.00	\$ 92,015.00	0	\$ -
\$ 85,047.30	72	1291.52	\$ 92,989.44		\$ 272,182.74	120	1160	\$ 139,200.00	90	1,195.00	\$ 107,550.00	72	1,270.00
\$ 147,415.32	35	1291.52	\$ 45,203.20		\$ 225,569.62	42	1160	\$ 48,720.00	156	1,195.00	\$ 186,420.00	35	1,270.00
\$ 89,772.15	48	1291.52	\$ 61,992.96		\$ 205,899.06	69	1160	\$ 80,040.00	95	1,195.00	\$ 113,525.00	48	1,270.00
\$ 86,937.24	59	1291.52	\$ 76,199.68		\$ 204,718.07	53	1160	\$ 61,480.00	92	1,195.00	\$ 109,940.00	59	1,270.00
\$ 86,937.24	59	1291.52	\$ 76,199.68		\$ 172,551.52	12	1160	\$ 13,920.00	92	1,195.00	\$ 109,940.00	59	1,270.00
\$ 84,102.33	36	1291.52	\$ 46,494.72		\$ 175,316.40	57	1160	\$ 66,120.00	89	1,195.00	\$ 106,355.00	36	1,270.00
\$ 82,212.39	0		\$ -		\$ 164,590.14	105	1160	\$ 121,800.00	87	1,195.00	\$ 103,965.00	0	\$ -
\$ 81,267.42	0		\$ -		\$ 156,584.22	96	1160	\$ 111,360.00	86	1,195.00	\$ 102,770.00	0	\$ -
\$ 90,717.12	45	1291.52	\$ 58,118.40		\$ 188,847.57	51	1160	\$ 59,160.00	96	1,195.00	\$ 114,720.00	45	1,270.00
\$ 92,607.06	27	1291.52	\$ 34,871.04		\$ 180,827.50	68	1160	\$ 78,880.00	98	1,195.00	\$ 117,110.00	27	1,270.00
\$ 78,432.51	0		\$ -		\$ 163,948.46	109	1160	\$ 126,440.00	83	1,195.00	\$ 99,185.00	0	\$ -
\$ -	0		\$ -		\$ 150,633.60	192	1160	\$ 222,720.00	0	1,195.00	\$ -	0	\$ -
\$ 51,028.38	0		\$ -		\$ 167,926.33	149	1160	\$ 172,840.00	54	1,195.00	\$ 64,530.00	0	\$ -
\$ 7,559.76	0		\$ -		\$ 152,701.51	185	1160	\$ 214,600.00	8	1,195.00	\$ 9,560.00	0	\$ -
\$ 55,753.23	0		\$ -		\$ 160,882.93	134	1160	\$ 155,440.00	59	1,195.00	\$ 70,505.00	0	\$ -
\$ -	0		\$ -		\$ 150,633.60	192	1160	\$ 222,720.00	0	1,195.00	\$ -	0	\$ -
				<b>SUBTOTAL</b>	<b>\$ 3,758,469.35</b>								
				<b>Total 1,2,3</b>	<b>\$ 5,654,336.08</b>								
				<b>10%</b>	<b>\$ 565,433.61</b>								
				<b>GRAND</b>	<b>\$ 6,219,769.69</b>								

Custom Built										All Am									
UnitPrice	Amount									UnitPrice	Amount								
\$715,000.00	\$ 715,000.00									Mobilizati on	1	LS	\$301,199.24	\$301,199.24					
\$142,000.00	\$ 142,000.00									maintena nce of paths	1	LS	\$11,524.90	\$11,524.90					
\$142,000.00	\$ 142,000.00									Erosion Control and	1	LS	\$26,174.90	\$26,174.90					
	\$ 999,000.00									<b>SUBTOT AL</b>				\$ 338,899.04					
										<b>RESTOR ATION</b>									
\$3.15	\$ 7,245.00									Sea Oats (Uniola paniculat Bitter	2300	EA	\$7.79	\$17,917.00					
\$3.15	\$ 2,835.00									Panicgras s (Panicum	900	EA	\$8.16	\$7,344.00					
	\$ 10,080.00													\$ 25,261.00					
	\$ -	9' Sheet	UnitPrice	\$	12' Sheet	UnitPrice	\$	15' Sheet	UnitPrice	\$	9' Sheet	UnitPrice	\$	12' Sheet	UnitPrice	\$			
	\$ 177,795.00	144	637.00	\$ 91,728.00	9	787.00	\$ 7,083.00	0	0	\$ -	\$ 98,811.00	144	811.00	\$ 116,784.00	9	1125.00	\$ 10,125.00		
	\$ 177,480.00	153	637.00	\$ 97,461.00	0		\$ -	0		\$ -	\$ 97,461.00	153	873.00	\$ 133,569.00	0		\$ -		
	\$ 201,380.00	153	637.00	\$ 97,461.00	20	787.00	\$ 15,740.00	0		\$ -	\$ 113,201.00	153	878.00	\$ 134,334.00	20	877.00	\$ 17,540.00		
	\$ 205,165.00	77	637.00	\$ 49,049.00	81	787.00	\$ 63,747.00	15	937.00	\$ 14,055.00	\$ 126,851.00	77	900.00	\$ 69,300.00	81	928.00	\$ 75,168.00		
	\$ 149,025.00	6	637.00	\$ 3,822.00	87	787.00	\$ 68,469.00	30	937.00	\$ 28,110.00	\$ 100,401.00	6	1264.00	\$ 7,584.00	87	960.00	\$ 83,520.00		
	\$ 283,415.00	165	637.00	\$ 105,105.00	77	787.00	\$ 60,599.00	0		\$ -	\$ 165,704.00	165	812.00	\$ 133,980.00	77	786.00	\$ 60,522.00		
	\$ 338,190.00	120	637.00	\$ 76,440.00	90	787.00	\$ 70,830.00	72	937.00	\$ 67,464.00	\$ 214,734.00	120	887.00	\$ 106,440.00	90	794.00	\$ 71,460.00		
	\$ 279,590.00	42	637.00	\$ 26,754.00	156	787.00	\$ 122,772.00	35	937.00	\$ 32,795.00	\$ 182,321.00	42	772.00	\$ 32,424.00	156	916.00	\$ 142,896.00		
	\$ 254,525.00	69	637.00	\$ 43,953.00	95	787.00	\$ 74,765.00	48	937.00	\$ 44,976.00	\$ 163,694.00	69	750.00	\$ 51,750.00	95	968.00	\$ 91,960.00		
	\$ 246,350.00	53	637.00	\$ 33,761.00	92	787.00	\$ 72,404.00	59	937.00	\$ 55,283.00	\$ 161,448.00	53	764.00	\$ 40,492.00	92	936.00	\$ 86,112.00		
	\$ 198,790.00	12	637.00	\$ 7,644.00	92	787.00	\$ 72,404.00	59	937.00	\$ 55,283.00	\$ 135,331.00	12	942.00	\$ 11,304.00	92	791.00	\$ 72,772.00		
	\$ 218,195.00	57	637.00	\$ 36,309.00	89	787.00	\$ 70,043.00	36	937.00	\$ 33,732.00	\$ 140,084.00	57	756.00	\$ 43,092.00	89	976.00	\$ 86,864.00		
	\$ 225,765.00	105	637.00	\$ 66,885.00	87	787.00	\$ 68,469.00	0		\$ -	\$ 135,354.00	105	888.00	\$ 93,240.00	87	742.00	\$ 64,554.00		
	\$ 214,130.00	96	637.00	\$ 61,152.00	86	787.00	\$ 67,682.00	0		\$ -	\$ 128,834.00	96	913.00	\$ 87,648.00	86	799.00	\$ 68,714.00		
	\$ 231,030.00	51	637.00	\$ 32,487.00	96	787.00	\$ 75,552.00	45	937.00	\$ 42,165.00	\$ 150,204.00	51	750.00	\$ 38,250.00	96	941.00	\$ 90,336.00		
	\$ 230,280.00	68	637.00	\$ 43,316.00	98	787.00	\$ 77,126.00	27	937.00	\$ 25,299.00	\$ 145,741.00	68	751.00	\$ 51,068.00	98	938.00	\$ 91,924.00		
	\$ 225,625.00	109	637.00	\$ 69,433.00	83	787.00	\$ 65,321.00	0		\$ -	\$ 134,754.00	109	879.00	\$ 95,811.00	83	803.00	\$ 66,649.00		
	\$ 222,720.00	192	637.00	\$ 122,304.00	0	787.00	\$ -	0		\$ -	\$ 122,304.00	192	807.00	\$ 154,944.00	0		\$ -		
	\$ 237,370.00	149	637.00	\$ 94,913.00	54	787.00	\$ 42,498.00	0		\$ -	\$ 137,411.00	149	844.00	\$ 125,756.00	54	782.00	\$ 42,228.00		
	\$ 224,160.00	185	637.00	\$ 117,845.00	8	787.00	\$ 6,296.00	0		\$ -	\$ 124,141.00	185	823.00	\$ 152,255.00	8	1142.00	\$ 9,136.00		
	\$ 225,945.00	134	637.00	\$ 85,358.00	59	787.00	\$ 46,433.00	0		\$ -	\$ 131,791.00	134	919.00	\$ 123,146.00	59	782.00	\$ 46,138.00		
	\$ 222,720.00	192	637.00	\$ 122,304.00	0	787.00	\$ -	0		\$ -	\$ 122,304.00	192	806.00	\$ 154,752.00	0		\$ -		
SUBTOTAL	\$ 4,989,645.00										SUBTOTAL		\$ 3,032,879.00						
Total 1,2,3	\$ 5,998,725.00										Total 1,2,3		\$ 3,397,039.04						
10%	\$ 599,872.50										10%		\$ 339,703.90						
GRAND	\$ 6,598,597.50										GRAND		\$ 3,736,742.94						

Custom Built

American				BDI Contractor												Razo				
Description	Quantity	Unit	UnitPrice	Amount										UnitPrice	Amount					
<b>MOBILIZATION &amp; SITE PREPARATION</b>																				
Mobilization	1	LS	\$255,930.00	\$255,930.00										\$260,000.00	\$260,000.00					
Maintenance of Traffic	1	LS	\$62,000.00	\$62,000.00										\$30,000.00	\$30,000.00					
Erosion Control and	1	LS	\$56,275.00	\$56,275.00										\$20,000.00	\$20,000.00					
				<b>\$ 374,205.00</b>											<b>\$ 310,000.00</b>					
<b>RESTORATION</b>																				
Sea Oats (Uniola paniculata)	2300	EA	\$3.90	\$8,970.00										\$4.10	\$9,430.00					
Bitter Panicgrasses (Panicum)	900	EA	\$4.00	\$3,600.00										\$3.10	\$2,790.00					
				<b>\$ 12,570.00</b>											<b>\$ 12,220.00</b>					
<b>15' Sheet</b>	<b>UnitPrice</b>				<b>9' Sheet</b>	<b>UnitPrice</b>	<b>\$</b>	<b>12' Sheet</b>	<b>UnitPrice</b>	<b>\$</b>	<b>15' Sheet</b>	<b>UnitPrice</b>	<b>\$</b>			<b>9' Sheet</b>	<b>UnitPrice</b>	<b>\$</b>	<b>12' Sheet</b>	<b>UnitPrice</b>
0	0	\$ -		\$ 126,909.00	144	485.00	\$ 69,840.00	9	696.00	\$ 6,264.00	0	0	\$ -	\$ 76,104.00	144	654.00	\$ 94,176.00	9	654.00	
0		\$ -		\$ 133,569.00	153	485.00	\$ 74,205.00	0		\$ -	0		\$ -	\$ 74,205.00	153	654.00	\$ 100,062.00	0		
0		\$ -		\$ 151,874.00	153	485.00	\$ 74,205.00	20	696.00	\$ 13,920.00	0		\$ -	\$ 88,125.00	153	654.00	\$ 100,062.00	20	654.00	
15	976.00	\$ 14,640.00		\$ 159,108.00	77	485.00	\$ 37,345.00	81	696.00	\$ 56,376.00	15	810.00	\$ 12,150.00	\$ 105,871.00	77	654.00	\$ 50,358.00	81	654.00	
30	985.00	\$ 29,550.00		\$ 120,654.00	6	485.00	\$ 2,910.00	87	696.00	\$ 60,552.00	30	810.00	\$ 24,300.00	\$ 87,762.00	6	654.00	\$ 3,924.00	87	654.00	
0		\$ -		\$ 194,502.00	165	485.00	\$ 80,025.00	77	696.00	\$ 53,592.00	0		\$ -	\$ 133,617.00	165	654.00	\$ 107,910.00	77	654.00	
72	855.00	\$ 61,560.00		\$ 239,460.00	120	485.00	\$ 58,200.00	90	696.00	\$ 62,640.00	72	810.00	\$ 58,320.00	\$ 179,160.00	120	654.00	\$ 78,480.00	90	654.00	
35	839.00	\$ 29,365.00		\$ 204,685.00	42	485.00	\$ 20,370.00	156	696.00	\$ 108,576.00	35	810.00	\$ 28,350.00	\$ 157,296.00	42	654.00	\$ 27,468.00	156	654.00	
48	852.00	\$ 40,896.00		\$ 184,606.00	69	485.00	\$ 33,465.00	95	696.00	\$ 66,120.00	48	810.00	\$ 38,880.00	\$ 138,465.00	69	654.00	\$ 45,126.00	95	654.00	
59	847.00	\$ 49,973.00		\$ 176,577.00	53	485.00	\$ 25,705.00	92	696.00	\$ 64,032.00	59	810.00	\$ 47,790.00	\$ 137,527.00	53	654.00	\$ 34,662.00	92	654.00	
59	847.00	\$ 49,973.00		\$ 134,049.00	12	485.00	\$ 5,820.00	92	696.00	\$ 64,032.00	59	810.00	\$ 47,790.00	\$ 117,642.00	12	654.00	\$ 7,848.00	92	654.00	
36	836.00	\$ 30,096.00		\$ 160,052.00	57	485.00	\$ 27,645.00	89	696.00	\$ 61,944.00	36	810.00	\$ 29,160.00	\$ 118,749.00	57	654.00	\$ 37,278.00	89	654.00	
0		\$ -		\$ 157,794.00	105	485.00	\$ 50,925.00	87	696.00	\$ 60,552.00	0		\$ -	\$ 111,477.00	105	654.00	\$ 68,670.00	87	654.00	
0		\$ -		\$ 156,362.00	96	485.00	\$ 46,560.00	86	696.00	\$ 59,856.00	0		\$ -	\$ 106,416.00	96	654.00	\$ 62,784.00	86	654.00	
45	860.00	\$ 38,700.00		\$ 167,286.00	51	485.00	\$ 24,735.00	96	696.00	\$ 66,816.00	45	810.00	\$ 36,450.00	\$ 128,001.00	51	654.00	\$ 33,354.00	96	654.00	
27	869.00	\$ 23,463.00		\$ 166,455.00	68	485.00	\$ 32,980.00	98	696.00	\$ 68,208.00	27	810.00	\$ 21,870.00	\$ 123,058.00	68	654.00	\$ 44,472.00	98	654.00	
0		\$ -		\$ 162,460.00	109	485.00	\$ 52,865.00	83	696.00	\$ 57,768.00	0		\$ -	\$ 110,633.00	109	654.00	\$ 71,286.00	83	654.00	
0		\$ -		\$ 154,944.00	192	485.00	\$ 93,120.00	0	696.00	\$ -	0		\$ -	\$ 93,120.00	192	654.00	\$ 125,568.00	0		
0		\$ -		\$ 167,984.00	149	485.00	\$ 72,265.00	54	696.00	\$ 37,584.00	0		\$ -	\$ 109,849.00	149	654.00	\$ 97,446.00	54	654.00	
0		\$ -		\$ 161,391.00	185	485.00	\$ 89,725.00	8	696.00	\$ 5,568.00	0		\$ -	\$ 95,293.00	185	654.00	\$ 120,990.00	8	654.00	
0		\$ -		\$ 169,284.00	134	485.00	\$ 64,990.00	59	696.00	\$ 41,064.00	0		\$ -	\$ 106,054.00	134	654.00	\$ 87,636.00	59	654.00	
0		\$ -		\$ 154,752.00	192	485.00	\$ 93,120.00	0		\$ -	0		\$ -	\$ 93,120.00	192	654.00	\$ 125,568.00	0		
				<b>\$ 3,604,757.00</b>										<b>\$ 2,491,544.00</b>						
				<b>Total 1,2,3</b>										<b>Total 1,2,3</b>						
				<b>10%</b>			\$ 399,153.20							<b>10%</b>						
				<b>GRAND</b>			<b>\$ 4,390,685.20</b>							<b>GRAND</b>						
														<b>\$ 3,095,140.40</b>						

BDI Contractor

Razorback LLC - Bid Tabulation incomplete

SJ Hamill Construction

Description	Quantity	Unit	UnitPrice	Amount									UnitPrice	Amount		
<b>MOBILIZATION &amp; SITE PREPARATION</b>																
Mobilization	1	LS	\$450,000.00	\$ 450,000.00									\$394,800.00	\$394,800.00		
Maintenance of Traffic	1	LS	\$10,000.00	\$ 10,000.00									\$52,000.00	\$52,000.00		
Erosion Control and Floating Turbidity	1	LS	\$24,000.00	\$ 24,000.00									\$65,000.00	\$65,000.00		
				\$ 484,000.00										\$ 511,800.00		
<b>DUNE RESTORATION</b>																
Sea Oats (Uniola paniculate), 1.5' OC @ 5,000 SF	2300	EA	\$40.00	\$ 92,000.00									\$2.15	\$4,945.00		
Bitter Panicgrass (Panicum amarum), 2.5' OC @ 5,000 SF	900	EA	\$10.00	\$ 9,000.00									\$2.15	\$1,935.00		
				\$ 101,000.00										\$ 6,880.00		
<b>\$</b>	<b>15' Sheet</b>	<b>UnitPrice</b>		<b>\$ -</b>	<b>9' Sheet</b>	<b>UnitPrice</b>	<b>\$</b>	<b>12' Sheet</b>	<b>UnitPrice</b>	<b>\$</b>	<b>15' Sheet</b>	<b>UnitPrice</b>	<b>\$</b>	<b>9' Sheet</b>	<b>UnitPrice</b>	
\$ 5,886.00	0	\$ -		\$ 100,062.00	144	780.00	\$ 112,320.00	9	835.00	\$ 7,515.00	0	\$ -	\$ 119,835.00	144	115,776.00	
\$ -	0	\$ -		\$ 100,062.00	153	780.00	\$ 119,340.00	0		\$ -	0	\$ -	\$ 119,340.00	153		
\$ 13,080.00	0	\$ -		\$ 113,142.00	153	780.00	\$ 119,340.00	20	835.00	\$ 16,700.00	0	\$ -	\$ 136,040.00	153		
\$ 52,974.00	15	\$ 9,810.00	654.0	\$ 113,142.00	77	780.00	\$ 60,060.00	81	835.00	\$ 67,635.00	15	\$ 13,650.00	\$ 141,345.00	77		
\$ 56,898.00	30	\$ 19,620.00	654.0	\$ 80,442.00	6	780.00	\$ 4,680.00	87	835.00	\$ 72,645.00	30	\$ 27,300.00	\$ 104,625.00	6		
\$ 50,358.00	0	\$ -		\$ 158,268.00	165	780.00	\$ 128,700.00	77	835.00	\$ 64,295.00	0	\$ -	\$ 192,995.00	165		
\$ 58,860.00	72	\$ 47,088.00	654.0	\$ 184,428.00	120	780.00	\$ 93,600.00	90	835.00	\$ 75,150.00	72	\$ 65,520.00	\$ 234,270.00	120		
\$ 102,024.00	35	\$ 22,890.00	654.0	\$ 152,382.00	42	780.00	\$ 32,760.00	156	835.00	\$ 130,260.00	35	\$ 31,850.00	\$ 194,870.00	42		
\$ 62,130.00	48	\$ 31,392.00	654.0	\$ 138,648.00	69	780.00	\$ 53,820.00	95	835.00	\$ 79,325.00	48	\$ 43,680.00	\$ 176,825.00	69		
\$ 60,168.00	59	\$ 38,586.00	654.0	\$ 133,416.00	53	780.00	\$ 41,340.00	92	835.00	\$ 76,820.00	59	\$ 53,690.00	\$ 171,850.00	53		
\$ 60,168.00	59	\$ 38,586.00	654.0	\$ 106,602.00	12	780.00	\$ 9,360.00	92	835.00	\$ 76,820.00	59	\$ 53,690.00	\$ 139,870.00	12		
\$ 58,206.00	36	\$ 23,544.00	654.0	\$ 119,028.00	57	780.00	\$ 44,460.00	89	835.00	\$ 74,315.00	36	\$ 32,760.00	\$ 151,535.00	57		
\$ 56,898.00	0	\$ -		\$ 125,568.00	105	780.00	\$ 81,900.00	87	835.00	\$ 72,645.00	0	\$ -	\$ 154,545.00	105		
\$ 56,244.00	0	\$ -		\$ 119,028.00	96	780.00	\$ 74,880.00	86	835.00	\$ 71,810.00	0	\$ -	\$ 146,690.00	96		
\$ 62,784.00	45	\$ 29,430.00	654.0	\$ 125,568.00	51	780.00	\$ 39,780.00	96	835.00	\$ 80,160.00	45	\$ 40,950.00	\$ 160,890.00	51		
\$ 64,092.00	27	\$ 17,658.00	654.0	\$ 126,222.00	68	780.00	\$ 53,040.00	98	835.00	\$ 81,830.00	27	\$ 24,570.00	\$ 159,440.00	68		
\$ 54,282.00	0	\$ -		\$ 125,568.00	109	780.00	\$ 85,020.00	83	835.00	\$ 69,305.00	0	\$ -	\$ 154,325.00	109		
\$ -	0	\$ -		\$ 125,568.00	192	780.00	\$ 149,760.00	0	835.00	\$ -	0	\$ -	\$ 149,760.00	192		
\$ 35,316.00	0	\$ -		\$ 132,762.00	149	780.00	\$ 116,220.00	54	835.00	\$ 45,090.00	0	\$ -	\$ 161,310.00	149		
\$ 5,232.00	0	\$ -		\$ 126,222.00	185	780.00	\$ 144,300.00	8	835.00	\$ 6,680.00	0	\$ -	\$ 150,980.00	185		
\$ 38,586.00	0	\$ -		\$ 126,222.00	134	780.00	\$ 104,520.00	59	835.00	\$ 49,265.00	0	\$ -	\$ 153,785.00	134		
\$ -	0	\$ -		\$ 125,568.00	192	780.00	\$ 149,760.00	0		\$ -	0	\$ -	\$ 149,760.00	192	154386.00	
				<b>SUBTOTAL</b>			<b>\$ 2,757,918.00</b>						<b>SUBTOTAL</b>			<b>\$ 3,424,885.00</b>
				<b>Total 1,2,3</b>			<b>\$ 3,342,918.00</b>						<b>Total 1,2,3</b>			<b>\$ 3,943,565.00</b>
				<b>10%</b>			<b>\$ 334,291.80</b>						<b>10%</b>			<b>\$ 394,356.50</b>
				<b>GRAND</b>			<b>\$ 3,677,209.80</b>						<b>GRAND</b>			<b>\$ 4,337,921.50</b>

Razorback LLC

Nordic --Bid Form Incomplete								
						UnitPrice	Amount	
				Mobilization	1	LS	\$300,000.00	\$300,000.00
				Maintenance of Traffic	1	LS	\$22,000.00	\$22,000.00
				Erosion Control and	1	LS	\$15,000.00	\$15,000.00
				<b>SUBTOTAL</b>				<b>\$ 337,000.00</b>
				<b>RESTORATION</b>				
				Sea Oats (Uniola paniculata)	2300	EA	\$26.25	\$60,375.00
				Bitter Panicgrasses (Panicum)	900	EA	\$26.25	\$23,625.00
								<b>\$ 84,000.00</b>
<b>\$</b>	<b>12' Sheet</b>	<b>UnitPrice</b>	<b>\$</b>	<b>15' Sheet</b>	<b>UnitPrice</b>			<b>\$</b>
\$ 16,671,744.00	9		\$ -	0	0	\$ -		\$ -
\$ -	0		\$ -	0	0	\$ -		\$ -
\$ -	20		\$ -	0	0	\$ -		\$ -
\$ -	81		\$ -	15		\$ -		\$ -
\$ -	87		\$ -	30		\$ -		\$ -
\$ -	77		\$ -	0	0	\$ -		\$ -
\$ -	90		\$ -	72		\$ -		\$ -
\$ -	156		\$ -	35		\$ -		\$ -
\$ -	95		\$ -	48		\$ -		\$ -
\$ -	92		\$ -	59		\$ -		\$ -
\$ -	92		\$ -	59		\$ -		\$ -
\$ -	89		\$ -	36		\$ -		\$ -
\$ -	87		\$ -	0	0	\$ -		\$ -
\$ -	86		\$ -	0	0	\$ -		\$ -
\$ -	96		\$ -	45		\$ -		\$ -
\$ -	98		\$ -	27		\$ -		\$ -
\$ -	83		\$ -	0	0	\$ -		\$ -
\$ -	0		\$ -	0	0	\$ -		\$ -
\$ -	54		\$ -	0	0	\$ -		\$ -
\$ -	8		\$ -	0	0	\$ -		\$ -
\$ -	59		\$ -	0	0	\$ -		\$ -
\$ 29,642,112.00	0		\$ -	0	0	\$ -		\$ 29,642,112.00
							<b>SUBTOTAL</b>	<b>\$ 46,313,856.00</b>
							<b>Total 1,2,3</b>	<b>\$ 46,734,856.00</b>
							<b>10%</b>	\$ 4,673,485.60
							<b>GRAND</b>	<b>\$ 51,408,341.60</b>



**City of Madeira Beach  
Request for Proposal (RFP)**

**RFP# 2023-14  
Coastal Groin Restoration**

**Bid Proposal due by 10:00 AM February 8, 2024**

**CITY HALL  
Megan Wepfer  
Public Works Director  
300 Municipal Drive  
Madeira Beach, Florida 33708**

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SECTION 1. GENERAL CONTRACT DOCUMENTS

REQUEST FOR PROPOSAL RFP# 2023-14 Coastal Groin Restoration

BID DOCUMENTS

- |  |   |
|--|---|
| 1. General Contract Documents  | 10. Immigration Affidavit certification                               |
| 2. References  | 11. Bidder's Checklist  |
| 3. Certificate of Insurance  | 12. Exhibit A Public Contracting and Environmental Crimes Certificate |
| 4. Performance Bond  | 13. Exhibit B Drug Free Workplace Certificate                         |
| 5. Contract Agreement  | 14. Contractor Education & Training                                   |
| 6. Proposal Form   | 15. Coastal Groin List  |
| 7. Contractor Profile  | 16. Bid Tabulation  |
| 8. Hold Harmless Agreement   | 17. Maps  |
| 9. Sworn Statemen to Section 287.133(3)(a), Florida Statues, on Public Entity Crimes form. | 18. Restoration Specifications  |

LOCATION

The City of Madeira Beach is soliciting proposals from qualified Construction Contractors for: Coastal Groin Restoration as per the Coast Groin List.

BID SUBMITTALS

Bid documents must include a signed proposal, itemized bid description and fee schedule, project schedule, references, contractor's license and insurance certificates. Any sub-contractor that will be hired by the contractor for this project must also submit references, contractor's license and insurance certificates. Submit one (1) original and one (1) USB- PDF format bid packet.

PRE-BID MEETING

A mandatory pre-bid meeting will be held on **January 18th, 2024, at 10:00 AM**. The meeting will be held at the Madeira Beach City Hall located at 300 Municipal Dr., Madeira Beach, FL, 33708.

BID PACKAGES

**Scaled bids will be received until 10:00 a.m. on February 8th, 2024, in the Office of the City Clerk, 300 Municipal Dr., Madeira Beach, Florida 33708 at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.**

Bids should be addressed to:

City of Madeira Beach  
City Clerk's Office  
300 Municipal Drive  
Madeira Beach, FL 33708

Plainly marked as:

**"Coastal Groin Restoration "RFP # 2023-14"**

Schedule of Events

Bid Release	December 27, 2023	10:00 AM
Mandatory Pre-Bid	January 18, 2024	10:00 AM
Bid Question Submittal	January 26, 2024	5:00 PM
Addendums / Clarifications posted	February 2, 2024	5:00 PM
Bids Due	February 8, 2024	10:00 AM
Bid Opening	February 8, 2024	Directly following Submittals

CONTACT INFORMATION

Megan Wepfer  
Public Works Director  
727-543-8154  
[mwepfer@madeirabeachfl.gov](mailto:mwepfer@madeirabeachfl.gov)

## SCOPE OF WORK

- The City of Madeira Beach is soliciting proposals from qualified Marine Construction Contractors for the rehabilitation of 22 existing beach groins.
- Refer to Groin Rehabilitation Construction Plans prepared by Deuel & Associates, work order 2021-228 & the construction plan set prepared by Foster Consulting.
- The work for this proposal is to furnish materials and repair the existing 22 groins by constructing vinyl sheet around the existing groin H pile and filling the space between the vinyl sheet and the groin H pile with concrete filler (min. 5,000 PSI) with Stainless Steel through bolts with Plate washers and nuts (each end). The concrete cap will be tooled edge dome, see details on page 26 of the Foster Consulting Construction Plans. All cap jacks bolts are to be pushed through the wall or otherwise removed, and the holes in the new sheets sealed with trowelable epoxy so NO RUST STAINS DISCOLOR THE SHEETS.
- All materials shall be compatible and shall be manufactured by a single source.

## BACKGROUND

- The groins are constructed with reinforced concrete H piles on 10' centers. Reinforced concrete panels are laid horizontally on top of each other inside the notches of the H piles for a height of 4'-5'.
- The original panels are 6"-7" thick x 18" - 24" high. Repaired or new panels are 6" - 7" thick x the height necessary to level out the tops of the groins. The exposed height from the top of the outer H pile to the sand line varies from 0' - 4' +/-.
- The work shall consist of furnishing and placing the specified kinds and types of piles at the locations to lines and grades shown on the drawings.
- Sheet piles shall conform to the requirements of ASTM-D638, ASTM-D790, ASTM-D256 & ASTM- D648. Other composite sheet piling may be used if it meets the following properties and is approved by the engineer in writing.
- The minimum section modulus, weight, shape, and size of piles shall be as specified shown on the drawings.
- Sheet pile profile shall be manufactured with an interlocking feature that ensures adjacent panels
- maintain alignment.
- Shop drawings: for sheet piling will be required to be submitted appropriately for approval. The shop drawings shall include:
  - sheet pile section properties
  - pieces used to turn all required corners as indicated in the drawings
- Pile driving equipment: Submit complete descriptions of sheet piling driving equipment, including hammers, power packs, driving helmets, cap blocks, pile cushions, leads, extractors, jetting equipment, and pre-boring equipment at least 30 days prior to commencement of work. Pilings driven to refusal or to the point where additional penetration cannot be attained and are extending above the required top elevation in excess of the specified tolerance shall be cut off to the required elevation. Pilings should not be driven below the required top elevation.
- Pilings shall be carefully located as shown or directed. Pilings shall be placed plumb with out-of-plumbness not exceeding 1/8-inch per 4-feet of length and true to line. Place the pile so the face will not be more than 3-inches from vertical alignment at any point.
- Drive pilings with the proper size hammer and by approved methods so as not to subject the pilings to damage and to ensure proper interlocking throughout their lengths.
- Seawall connection construction shall also include but not limited to removal of below grade obstructions, and isolation of excavation to ensure public safety.

## GENERAL SPECIFICATIONS

- Contractor is responsible for all utility locates through Sunshine One-Call.
- Contractor is responsible for field measurement and review of existing conditions.
- Site and surrounding properties must be free of construction debris upon completion
- All work to be completed within the project limits or City right-of-way.
- All work is to be done Monday through Friday unless approved by the City (7:00 AM to 6:00 PM).
- Equipment left on site must be approved by the City of Madeira Beach
- Contractor will coordinate scheduling of work with Megan Wepfer, Public Works Director for the City of Madeira Beach.
- Barricades, cones, and/or traffic control activities, and ALL MOT requirements are the responsibility of the Contractor.
- Contractor must provide resident and commercial notification of work being completed in and around private properties 48 hours prior to the start of cleaning.
- Contractor is responsible for disposal of debris removed from the groins in preparation of the groin repair.
- Contractor is responsible for all Stormwater BMPs as per DEP's requirements for MS4's.
- Contractor must follow all conditions listed in permit documentation from Pinellas County, Army Corp of Engineers and FDEP.



**CONTRACTOR QUALIFICATIONS**

The contractor must have manufacturer's jobsite training and be able to demonstrate satisfactory job performance in similar work. See section XIX, Pile Restoration System Specifications. The Contractor **must** have multiple crews to be able to work on multiple groins at a time to complete within or before the contract time and prior to turtle nesting season which starts May 1<sup>st</sup> unless otherwise approved by the City of Madeira Beach.

**ADDITIONAL WORK DETAILS**

Firms or persons wishing to bid on this project must be licensed, bondable and insured in accordance to the requirements of this proposal package. Contractors and sub-contractors must be certified, registered and/or licensed by the proper construction licensing boards for the work being performed.

The contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Proposal must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts or doubts as to meaning of any part of Contract Documents to attention of the City of Madeira Beach Public Works Department by the date listed in the schedule of events above. Clarification of intent of Contract Documents, if necessary, shall be made available to bidders in form of Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

The City of Madeira Beach reserves the right to reject any or all proposals or parts of proposals or accept any proposal or part thereof deemed to be in the best interests to the City of Madeira Beach.

**MEASUREMENT**

The items to be measured under this contract shall be **unit price per linear feet** of sheet piling per the length of finished groin as specified in Section IX, Madeira Beach Groin Rehabilitation.

**STATEMENT OF WORK**

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment and transportation and perform all the work required for the execution of all services listed in the Bidder's Proposal and Bid Schedule attached hereto and in strict accordance with the Plans, Specifications, and requirements of the City of Madeira Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

**BEGINNING DATE**

The Contractor shall within ten (10) days after receipt of the Notice of Award and before commencement of any operations hereunder execute the Contract. The Contractor must provide a work schedule and/or commence work within ten (10) days of the Contract signing at the discretion of the City. Any change to the start date or the work schedule must be submitted in writing to and approved by the City Manager or designee. The Contractor shall furnish a dated work schedule (what work completed on what date) with each invoice to aid the City. The work shall be discontinued on Saturdays, Sundays and all legal or City designated holidays, except for special operations that may be necessary in order to maintain, check or protect work already performed. Work may be permitted on weekends or holidays with approval from the City Manager or designee. No work shall be done at night without prior approval of the City Manager or designee.

**COMPLETION DATE**

72 Days from Commencement of Work. Extension may be awarded at the discretion of the City of Madeira Beach.

**EXAMINATION OF SITE**

Bidder shall carefully examine project site and be familiar with the work required for the project. Investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Public Services Department or their designee for changes or alterations before proceeding.

**ASSURANCES**

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firms operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of Madeira Beach will apply.

**RESIDENT NOTIFICATION**

The Contractor shall notify residents adjacent to the work site with a printed door hanger notice indicating the following information about the proposed construction work and the Contractor performing the work: City logo; the scheduled date for the start of construction; construction duration; the type of construction; Contractor's name, the Superintendent's name, Contractor address and telephone number; Contractor's company logo (optional). Sample door hanger including proposed language shall be approved by the City prior to the start of construction. Notification shall be printed on brightly colored and durable card stock and shall be a minimum of 4-by 11 inches in size. Notification (door hanger) shall be posted to residences and businesses directly affected by the Contractor's activities no later than 48 hours prior to the start of construction activity. Directly affected by the Contractor's activities shall mean all Contractor operations including staging areas, equipment and material storage, principal access routes across private property, etc. Contractor cannot start without proper 48 hour notice period to residents. Contractor is required to maintain sufficient staff to answer citizen inquiries during normal business hours and to maintain appropriate message recording equipment to receive citizen inquiries after business hours.

#### **TRAFFIC CONTROL AND STAGING AREA**

Contractor shall include all costs associated with traffic control and maintenance during the project. Contractor shall be provided with a staging area but will be required to secure the area with fencing and or barricades.

#### **ASSIGNMENT AND TRANSFER OF CONTRACT**

The Contractor shall not assign or transfer this Contract or any part thereof or any interest therein without consent in writing of the City and the contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

#### **SUBCONTRACTS**

The Contractor shall not subcontract this Contract or any part thereof or any interest therein without consent in writing of the City and the contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

#### **PERFORMANCE PAYMENT BOND**

The Contractor shall furnish the City with a performance and payment bond in a penal sum equal to the amount of the Contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of this Contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by this Contract. The Contractor shall execute such bond and a corporate bonding company licensed to transact such business in the State of Florida and acceptable to the City.

**The expense of this bond shall be borne by the Contractor. If at any time a Surety on such bond becomes irresponsible or loses its right to do business in the State of Florida, the City may require another Surety that the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so. Evidence of authority of an attorney in fact acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the City.**

#### **LIQUIDATED DAMAGES**

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed and liquidated damages in the amount of Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

#### **PAYMENT**

Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with Extra Work and Charges and Payments for Work Completed of this Contract.

#### **EXTRA WORK AND CHARGES**

Extra work shall be work for which no bid was received in the proposal and which was not included in the bid schedule and will not be construed to mean work for which unit bids were received but which is in excess of the quantity mentioned in the proposal. The City, without invalidating the Contract, may order extra work or make changes in the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. All such changes shall be agreed to and recorded as a "Contract Change Order." In giving instructions the City Manager or designee shall have authority to make minor changes in work not involving extra cost and not inconsistent with the purpose of the work but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless covered by a "Contract Change Order." No claim for an addition to the Contract sum shall be valid unless so covered. Before becoming effective, all Change Orders must be signed by all parties indicated.



The value of such extra work or change shall be determined in one or more of the following ways:

- (a). By estimate and acceptance in a lump sum;
- (b). By unit prices named in the Contract or subsequently agreed upon;
- (c). By cost plus ten percent (10%)

In method (c) the word "cost" shall mean Contractor's cost and shall include all labor, material, power, fuel and other miscellaneous items to complete the work. Equipment rental shall be by the hour on an hourly rate that shall include the price of equipment operator, fuel and supervision of equipment. The percentage on cost plus work shall not be taken on the equipment rental that is on an hourly rate. The percentage figure and hourly rates for equipment shall be agreed upon before work is started. The method of determining the value of extra work shall be agreed upon prior to commencing such extra work.

The Contractor shall keep and present in such form as the City Manager or designee may direct, a correct account of the several items of cost together with vouchers. This definition and requirement applies equally to all work performed by Subcontractors.

The above accounts shall be understood to include all other costs and compensation such as insurance, small tools, superintendence, office, and overhead costs and profits. Rental on equipment shall be charged against the extra or changed work only of the actual time the equipment is used specifically therefore.

**Changed work shall be adjusted, considering separately the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time omission of work is authorized and the agreed adjustment will be deducted from the subsequent monthly estimates.**

The City reserves the right to contract with any person or firm other than the Contractor for any or all-extra work. The Contractor's attention is especially called to the fact that he/she shall be entitled to no claim for damages for anticipated profits on any portion of work that may be omitted.

#### **CLAIMS FOR EXTRA COST**

If the Contractor claims that any changes in the work or any instructions by means of drawings or otherwise involve extra cost, he/she shall give the City Manager or designee written notice thereof within a reasonable time after receipt of such instructions or of notice of such changes and, in any event, before proceeding to carry out such instructions or to put such changes into effect, except in case of emergency endangering life or property. In all cases the Contractor shall keep a correct account of the extra cost in such form as the City Manager or designee may direct and shall present such account supported by receipts to the City Manager or designee. The City shall be entitled to reject any claim for extra cost concerning which the foregoing procedure is not followed.

#### **PAYMENTS FOR WORK COMPLETED**

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained ten percent (10%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by him under the conditions of this Contract, and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with this Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated.

#### **PAYMENTS WITHHELD**

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

- (a). Defective work not remedied
- (b). Claims filed or reasonable evidence indicating probable filing of claims
- (c). Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- (d). A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e). Damage to another Contractor.

(f). Failure of the Contractor to keep his/her work progressing in accordance with his/her time schedule.

#### **FINAL ESTIMATES**

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor including said retained percentage but the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Contractor. Before the approval of the final estimate, the Contractor shall submit evidence satisfactory to the City that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

#### **LIENS**

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Contractor and his Surety shall be liable to the City for any loss so sustained.

#### **RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE**

The term "City Manager or designee" wherever used in this Contract shall be the City of Madeira Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under this Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner.

If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

#### **INTENT OF PLANS AND SPECIFICATIONS**

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at all times give the City Manager or designee access thereto. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Plans and Specifications, but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications and/or Plans, the latter shall govern. Detailed Specifications inserted elsewhere in these specifications govern the construction of the work to be done on this project only.

#### **SUPERINTENDENCE**

The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for him/her and to carry out all the instructions given by the City Manager or designee.

#### **LABOR PROVISIONS**

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed. The State of Florida prevailing wage law requires that the Contractor shall fully comply with all provisions contained in Section 215.19, "Schedule of Prevailing Wage Rates for Specified Public Construction." The wage rates set forth by such determination shall apply to this project.

#### **LIABILITY INSURANCE**

The Contractor shall procure and maintain at his/her own expense, during the life of this Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection, and shall include a provision preventing cancellation without twenty (20) days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or by a Subcontract or hired by the Contractor.

The successful Contractor supply and maintain insurance which defends, indemnifies and holds harmless the City of Madeira Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's

fees or loss arising directly out of acts or omissions hereunder by the contractor or third party under the direction or control of the contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of Madeira Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the contractor's carrier to guarantee the contractor being insured with the City of Madeira Beach must be named as a certificate holder for this contract. The following minimum coverage:

Commercial Liability Insurance \$1,000,000.00.  
 Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.  
 Personal Injury for \$1,000,000.00 each occurrence.  
 Automobile Liability \$1,000,000.00.  
 Marine General Liability Insurance including Longshore Harbor Worker's Compensation  
 General Workers Compensation Insurance as required by Florida law.

#### **PROTECTION OF WORK AND PROPERTY**

The Contractor shall continuously maintain adequate protection of all his/her work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under his/her Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action.

The Contractor shall post danger signs warning against any hazards created by the work being done under his/her Contract. He/She shall designate a responsible member of his/her organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee or City, is hereby permitted to act, at his/her own discretion, to prevent such threatened loss or injury, and he/she must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

#### **PARKING**

Arrange with owner for temporary parking areas to accommodate construction personnel and construction equipment.

#### **TRANSPORTATION, HANDLING and STORAGE**

Transport, handle, protect and store products in accordance with Florida Department of Transportation instructions and all environmental regulatory agencies.

#### **VEHICLES**

Business vehicles shall be identified on both sides with the name of the company or firm operating the vehicle.

#### **ENVIRONMENTAL PROTECTION**

It shall be the Contractor's responsibility to implement construction methods that avoid water pollution in excess of what is acceptable to the State of Florida Department of Environmental Protection, City of Madeira Beach and Pinellas County. Any Contractors in violation of the City of Madeira Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of Madeira Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorney's fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or Designee on all applicable materials before applying those materials. The Contractor shall employ all necessary NPDES BMP methods to prevent erosion and stormwater run-off to offsite locations.

#### **WORKMANSHIP**

The Contractor acknowledges that he/she has satisfied himself/herself as to the nature and location of the work; the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint himself/herself with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.



**UTILITIES**

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, or any other public or private facility concrete and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty six (36) hours notice to the owners of such utilities, to permit them to relocate the lines prior to construction. No extra payment shall be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only.

Any damage to existing structures to remain or work of any kind, shall be repaired or restored promptly by, and at the expense of the Contractor. The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree.

In matters of restoration all materials, construction and workmanship shall be acceptable to the City of Madeira Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials or construction shall be made without prior written authorization from the City Manager or designee. Any demolition debris and other debris shall be hauled offsite and properly disposed of by the Contractor and shall be inclusive to the prices as stated in the BID SCHEDULE, unless otherwise stipulated as part of the project to remain.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. At the direction of the City Manager or his designee the Contractor shall be required to notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and meet the requirements set forth in the Florida State Department of Transportation "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations."

**CLEANING UP**

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of his/her failure to do so, the City at the expense of the Contractor may do the same, and his/her Surety shall be responsible therefore.

**CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

If the work shall be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him/her, then the Contractor may on seven (7) days written notice to the City and the City Manager or designee stop work or terminate this Contract and recover from the City payment for completed bid items and any losses sustained, and a reasonable profit. If the City Manager or designee shall fail to issue any certificate for payment within ten (15) days after it is due, or if the City shall fail to pay the Contractor within thirty (30) days after its maturity and presentation any sum certified by the City Manager or designee, then the Contractor may on seven

(7) days written notice to the City and the City Manager or designee stop work and give written notice of intention to terminate this Contract. If the City shall thereafter fail to pay the Contractor within seven (7) days after receipt of such notice, then the Contractor may terminate the Contract and recover from the City payment for completed bid items and any losses sustained, and a reasonable profit.

**DEFECTIVE WORK OR MATERIAL**

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the City may, upon thirty (30) days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

**DISPUTE RESOLUTION**



This Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) days of a notice of the dispute between the parties, in that event, the controversy shall be submitted to arbitration administered by the American Arbitration Association under its commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### **INDEMNITY**

The Contractor shall indemnify and save harmless the City, and the City's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any action or omission of the said Contractor, his agents, or employees, in the execution of the work or in guarding the same.

#### **GENERAL WARRANTY**

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness.

#### **LAND OF CITY, USE OF, BY CONTRACTOR**

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any damage to land used for the above stated activities or any other activities approved by the City.

#### **OTHER WORK**

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

#### **OTHER CONTRACTS**

The City may award other Contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

#### **DELAYS AND EXTENSION OF TIME**

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the city or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than seven (7) days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

#### **CITY'S RIGHT TO TAKE OVER THE WORK**

If the Contractor shall be adjudged bankrupt, or if he/she should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed to take over his/her affairs, or if he /she should fail to prosecute his/her work with due diligence and carry the work forward in accordance with his/her work schedule and the time limits set forth in the Contract Documents, or if he/she should fail to substantially perform one or more of the provisions of the Contact Documents to be performed by him, the City may serve written notice on the Contractor and the Surety on his/her performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) days after the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

- (a) The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and his Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under his Contract until the work is completed and accepted. If the City takes over the work and if the unpaid balance of the Contract price when the City takes over the work exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses, and damages shall exceed such unpaid balance of the Contract price, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.
- (b) The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.
- (c) The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

#### **RIGHT OF OCCUPANCY**

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

#### **ACCEPTANCE**

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

#### **WAIVER**

It is expressly understood and agreed that any waiver granted by the City Manager or designee or the City of any term, provision or covenants of this Contract shall not constitute a precedent nor breach of the same or any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by the City nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

#### **INSPECTION**

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost unless he /she shall show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill his/her Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

## SECTION 2. REFERENCES & QUALIFICATIONS

Provide at least three or more professional business references with which you have contracted to provide similar services in the past five years. Include the name of the person, their organization and telephone number. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five years.

This section may contain information regarding your firm's ability to complete the project. Demonstrate that the firm's personnel have experience in similar projects. Ensure to list the number of crews that will be available during the project.

City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid proposals as it deems to be in the best interests of the city.



**SECTION 3. CERTIFICATE OF INSURANCE****INSURANCE**

Include in proposal an approved Certificate of Insurance furnished by the contractor's carrier to guarantee the contractor is insured.

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

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



# CERTIFICATE OF LIABILITY INSURANCE

Item 14C.

DATE (MM/DD/YYYY)

12/28/2023

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).


<b>PRODUCER</b> Stahl & Associates Insurance Inc. 3939 Tampa Road Oldsmar FL 34677		<b>CONTACT NAME:</b> Susan Kern, AAI CIC CPIW <b>PHONE (A/C, No, Ext):</b> (813) 818-5300 <b>FAX (A/C, No):</b> (813) 818-5396 <b>E-MAIL ADDRESS:</b> susan.kern@stahlinsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Indemnity Insurance Co of North America	<b>NAIC #</b> 43575
		<b>INSURER B:</b> Auto Owners Insurance Co	18988
		<b>INSURER C:</b> American Interstate Insurance Co	31895
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> Speeler Foundations, Inc. 6111 142nd Avenue N Clearwater FL 33760			

**COVERAGES**      **CERTIFICATE NUMBER:** 24-25 Master      **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N10767118	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			4268393701	06/05/2023	06/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			N10767155	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AVWCFL3238562024	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER Includes USL&H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crew Coverage/Jones Act Contractors Equipment			N10767076	01/01/2024	01/01/2025	Up to 12 Crew \$1,000,000 See Schedule

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

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
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 	

**SECTION 4. PERFORMANCE BOND**

The Bidder shall, if awarded the contract, enter into a written Contract with the City of Madeira Beach, Florida, and furnish a Contract Performance Bond in an amount equal to One Hundred Percent (100%) of the bid for the performance of said Contract. Said Performance Bond shall be furnished within 10 consecutive calendar days after written notice being given of the award of the Contract.

And the said Contractor and Surety hereby further bind themselves, their successors, executors, administrators, and assigns, jointly and severally, that they will amply and fully protect the said Owner against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damages arising from the performance of said work, or of the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Contractor or his agents, or servants, or the improper performance of the said work by the Contractor or his agents, or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done; as aforesaid, or otherwise.

And the said Contractor and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor material furnished for the work, embraced by said Contract.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications.

IN TESTIMONY, WHEREOF, witness the hands and seals of the parties hereto this 8th day of Feb,  
2024.

Spuler Foundations Inc  
CONTRACTOR  
By: [Signature]

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
SURETY  
By: \_\_\_\_\_  
ATTORNEY-IN-FACT

WITNESS:  
[Signature]

COUNTERSIGNED:  
\_\_\_\_\_

\_\_\_\_\_



Contractor's Payment and Performance Bond

**PERFORMANCE AND PAYMENT BOND  
PUBLIC CONSTRUCTION BOND**

Bond No. \_\_\_\_\_

By this bond, we \_\_\_\_\_, as Principal, whose principal address and phone number are \_\_\_\_\_, and \_\_\_\_\_, as Surety, whose principal address and phone number are \_\_\_\_\_, are bound to \_\_\_\_\_, herein called Owner, whose principal address and phone number are \_\_\_\_\_, in the sum of \$ \_\_\_\_\_, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract for RFP #2023-14 dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner, which contract was awarded pursuant to RFP # 2023-14, for construction of 22 Coastal Groins, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

The project to be performed under the contract is restoration of 22 coastal groins located along Madeira Beach.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_, \_\_\_\_\_.

(Name of Principal) \_\_\_\_\_

(Name of Surety) \_\_\_\_\_

By: \_\_\_\_\_  
as Attorney in Fact for Surety

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (name and title of corporate officer) of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

Notary signature \_\_\_\_\_

Print or stamp name of Notary \_\_\_\_\_

Notary number:

My Commission Expires:

**Pursuant to Florida Statutes § 255.05(1)(b), the Principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.**



**SECTION 5. CITY OF MADEIRA BEACH, FLORIDA PURCHASING AGREEMENT**  
**RFP# 2023-14 Coastal Groin Restoration**

THIS AGREEMENT is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, between the CITY OF MADEIRA BEACH, FLORIDA (hereinafter "CITY") and \_\_\_\_\_ (hereinafter "VENDOR"), as follows:

WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, this agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.

2. Vendor shall deliver the goods, or provide the services, described herein no later than \_\_\_\_\_.

3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$ \_\_\_\_\_, as full consideration for the goods or services provided hereunder.

5. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

6. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of \_\_\_\_\_ months from final delivery, including all parts and labor associated with said repairs.

7. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

8. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of \_\_\_\_\_ months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

9. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000 satisfactory to the City Manager of City, naming the City as additional insured and providing coverage up through and including the final performance of any services provided hereunder. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this agreement and at such other times requested by the City.

10. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this agreement, whether caused in part by the City or not.

11. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

12. This document embodies the entire agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This agreement shall be construed according to the laws of Florida, and venue for any action arising here from shall be in Pinellas County, Florida.

13. The prevailing party in any action to enforce or interpret this agreement shall be entitled to reasonable attorneys fees incurred through all appellate proceedings.

14. Vendor hereby acknowledges that the person executing this agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

15. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested.

16. Provision for other agencies: unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments and municipalities the bid prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the

legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

As to Vendor:

\_\_\_\_\_  
\_\_\_\_\_

As to City  
Robin Gomez  
City Manager  
City of Madeira Beach, Florida  
300 Municipal Dr.  
Madeira Beach, Florida 33708

17. To the extent that any terms in the attached proposal conflict with the terms of this agreement, the terms of this agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

18. The following sections, paragraphs or provisions of the attached proposal are hereby deleted from this agreement and shall be of no force or effect:

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

\_\_\_\_\_  
Vendor

CITY OF MADEIRA BEACH, FLORIDA

BY \_\_\_\_\_

BY \_\_\_\_\_  
ROBIN GOMEZ, CITY MANAGER

\_\_\_\_\_  
NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK



SECTION 6. PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals Speeler Foundations, Inc.

Name of Person Submitting Proposals Douglas R. 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." The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Proposal or in the Contract to be entered into; that this Proposal or Contract is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

**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>Jan 22, 2024</u>
<u>#2</u>	<u>Feb 2, 2024</u>
<u>#3</u>	<u>Feb 6, 2024</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.
- L. The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of Madeira Beach "Coastal Groin Restoration "

Signature Onya

Date 2/8/24

RFP Number 2023-14 Check if exception(s) or deviation(s) to specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

SECTION 7. "CONTRACTOR" PROFILE

Submitted by (Company Name): Speeler Foundations, Inc.

Circle one of the following:

**Corporation**       **Partnership**       **Individual**       **Joint Venture**

Other Describe: \_\_\_\_\_ Florida

Contractor License Number: C-8853

Expiration Date: Sept. 30, 2024 Unique Entity ID: \_\_\_\_\_ FEIN: 59-3669172

Office Location: 6111 142nd Ave N Clearwater, FL 33760

Number of people in your organization: 48

Length of time the Contractor has been doing business under this name in Florida: 23.5 years.

Length of time your firm has provided services to governmental clients: 23.5 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**SECTION 9. 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 R Speeler, Jr as President

(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).

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)





**SECTION 10. 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.

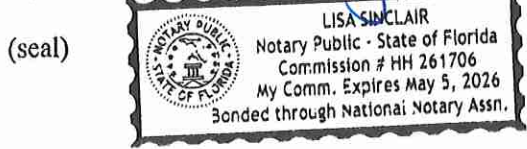
The City of Madeira Beach will not intentionally award City contracts to any Consultant who knowingly employs unauthorized workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA"). The City of 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 R Speeler, Jr Title: President  
Signature: [Handwritten Signature] Date: 2/8/2024  
State of: Florida  
County of: Pinellas  
Sworn to and subscribed before me this 8th day of Feb, 2024  
Personally Known [Initials] or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

[Handwritten Signature]  
Signature of Notary

My Commission Expires May 5 2026



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.

**This document must be completed and returned with your submission.**

SECTION 11. BIDDERS CHECKLIST



**Bidder's Checklist RFP# 2023-14 Coastal Groin Restoration**

- Proposal Form**
- Bid Schedule**
- References
- Certificate of Insurance
- Performance Bond
- Contract Agreement
- Proposal Form
- Contractor Profile
- Hold Harmless Agreement
- Sworn Statemen to Section 287.133(3)(a), Florida Statues, on Public Entity Crimes form
- Immigration Affidavit certification
- Bidder's Checklist
- Exhibit A Public Contracting and Environmental Crimes Certificate
- Exhibit B Drug Free Workplace Certificate
- Contractor Education & Training
- Coastal Groin List
- Bid Tabulation
- Maps
- Restoration Specifications

**SECTION 12. 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 R Speeler, Jr as President  
[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: \_\_\_\_\_

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

LSA  
2/8/24

Date Signed

State of: Florida

County of: Pinellas

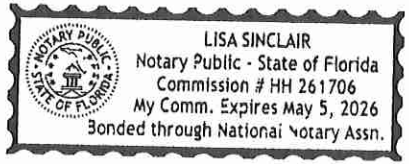
Sworn to and subscribed before me this 8th day of Feb, 2024.

Personally Known  or Produced Identification \_\_\_\_\_

(Specify Type of Identification)

[Signature] Signature of Notary

My Commission Expires May 5 2026



**This document must be completed and returned with your submission.**



**SECTION 13. 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 R Speeler, Jr as President  
[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:

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.

*[Signature]*  
 Authorized Signature 2/8/24  
 Date Signed \_\_\_\_\_

State of: Florida

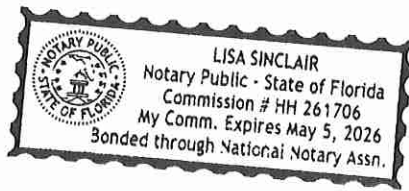
County of: Pinellas

Sworn to and subscribed before me this 8th day of Feb, 2024.

Personally Known Y or Produced Identification \_\_\_\_\_

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

My Commission Expires May 5 2026



**SECTION 14. CONTRACTOR EDUCATION & TRAINING**

Speeler Foundations, Inc. is a well respected marine construction company located in Pinellas County, Florida,

that has been in business since 2000.

We have forty-eight (48) employees. Our employees have a wide range of marine construction experience; some have well over 20 years of experience.

Our work over the last 24 years spans residential, commercial and governmental projects. In addition to numerous residential projects, we have completed work for several municipalities including Madeira Beach, Gulfport, Clearwater, St. Petersburg, Indian Shores, as well as the Florida Dish and Wildlife Commission, the St. Petersburg Sheriff's Dept, Pinellas County Water and Navigation, and the U.S Coast Guard.

We believe that all of the above work experience puts us in a very good position to execute the requested work in a timely manner and with an excellent final product.

We thank you for the opportunity to bid this project. If there is any further information needed, please do not hesitate to contact us.

**This document must be completed and returned with your submission.**

**SECTION 15. COASTAL GROIN LIST**

\*Submit copy of this Groin list with your bid. Itemized pricing is required.



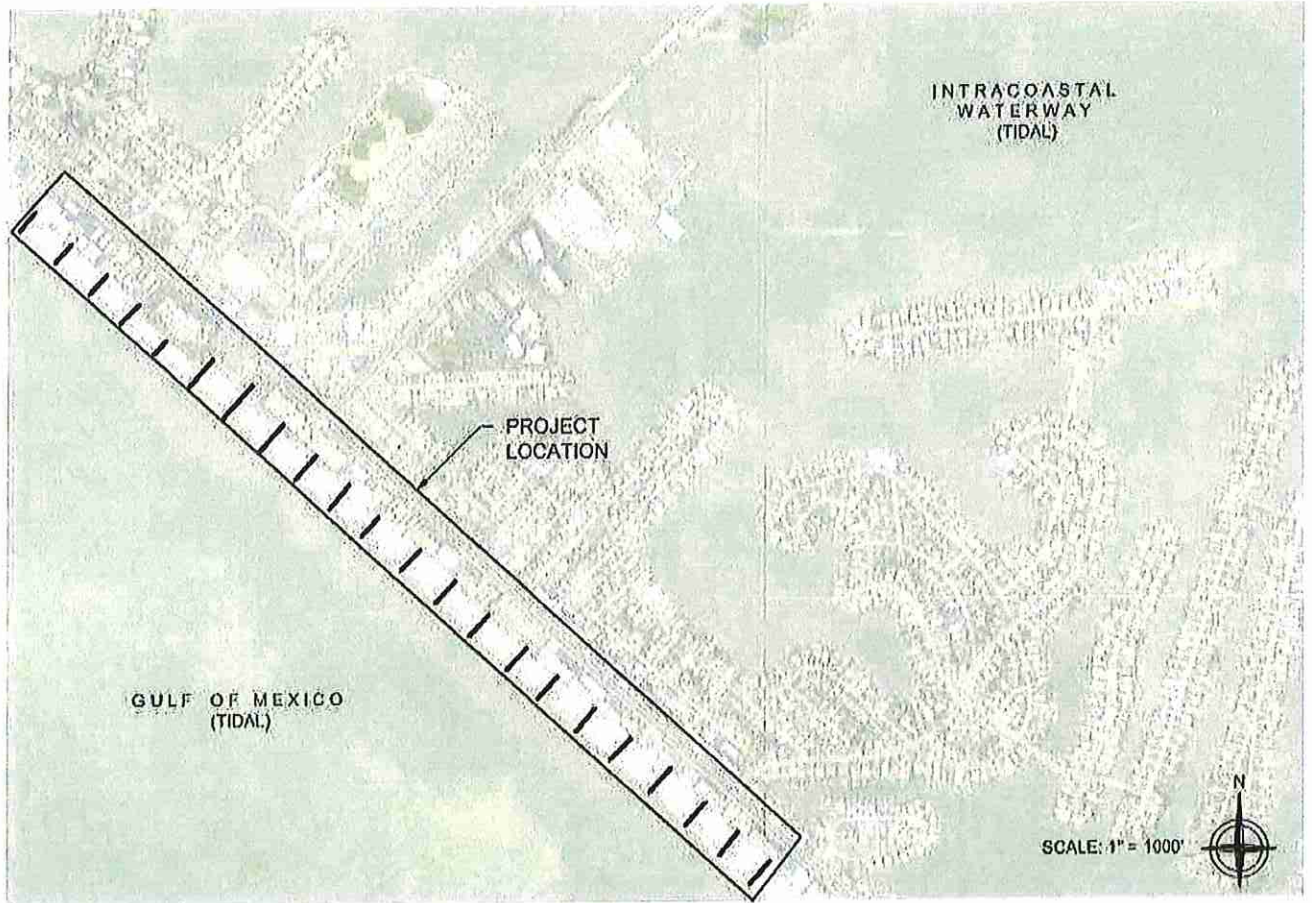
## SECTION 16. BID TABULATION

- EXISTING CONCRETE H-PILE AND SLABS TO REMAIN (SIZE VARIES;DEPTH UNKNOWN).
  - VINYL SHEET PILE (EACH SIDE OF EXISTING GROINS).
  - COMPACTED SANDS BETWEEN WALLS.
  - TOP OF PROPOSED SHEET PILE TO BE 6" ABOVE EXISTING GROIN ELEVATION.
  - SHEETS - VINYL SHEET PILE (VANGUARD HD) (SEE GROIN PROFILES FOR SHEET LENGTHS).
  - MEETS FBC 2020 - 7TH EDITION- ANY INCIDENTAL WORK TO RESTORE EXISTING GROINS.
- MATERIAL, LINEAR FOOT OF INSTALLED SHEET PILES INCLUDES:**
- 1.CONCRETE - 5000 PSI (FILLER AND CAP) AT 28 DAYS. (CONCRETE FILLER TO BE Poured TO 2.0' BELOW TOP OF PROPOSED SHEET PILE).
  - 2.THRU BOLTS - 3/4" S.S. ALL THREAD W/ 4"x4" S.S. PLATE WASHERS AND NUT (EACH SIDE). 36" O.C +/- AT INTERIOR CORRUGATIONS OF BOTH SHEET PILES.

		MOBILIZATION & SITE PREPARATION			UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)
1.1		Mobilization		LS	1		330,000.00	
1.2		Maintenance of Traffic		LS	1		29,000.00	
1.3		rosion Control and Floating Turbidit		LS	1		13,100.00	
<b>Subtotal Mobilization</b>							<b>372,100.00</b>	
2.0 BID ITEM		DUNE RESTORATION	UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)		
2.1		Sea Oats (Uniola paniculate), 1.5' OC @ 5,000 SF	EA	2,300	<u>300</u>	6,900.00		
2.2		Bitter Panicgrass (Panicum amarum), 2.5' OC @ 5,000 SF	EA	900	<u>300</u>	2,700.00		
<b>Subtotal Dune Restoration</b>							<b>9,600.00</b>	
3.0 Groin #	Linear Feet	9' Sheets	UNIT PRICE (\$)	12' Sheets	UNIT PRICE (\$)	15' Sheets	UNIT PRICE (\$)	TOTAL (\$)
1	153.0 +/-	144	205.82	9	1480	0	0	42,958.08
2	153.0 +/-	153	205.82	0	1480	0	0	31,490.46
3	172.6 +/-	153	205.82	20	1480	0	0	61,090.46
4	172.6 +/-	77	205.82	81	1480	15	1100.27	152,232.19
5	123.0 +/-	6	205.82	87	1480	30	1100.27	163,003.02
6	241.6 +/-	165	205.82	77	1480	0	0	147,920.30
7	282.0 +/-	120	205.82	90	1480	72	1100.27	237,117.84
8	232.6 +/-	42	205.82	156	1480	35	1100.27	278,033.89
9	211.6 +/-	69	205.82	95	1480	48	1100.27	207,614.54
10	202.6 +/-	53	205.82	92	1480	59	1100.27	211,984.39
11	162.0 +/-	12	205.82	92	1480	59	1100.27	203,545.77
12	181.6 +/-	57	205.82	89	1480	36	1100.27	183,061.46
13	192.0 +/-	105	205.82	87	1480	0	0	150,371.10

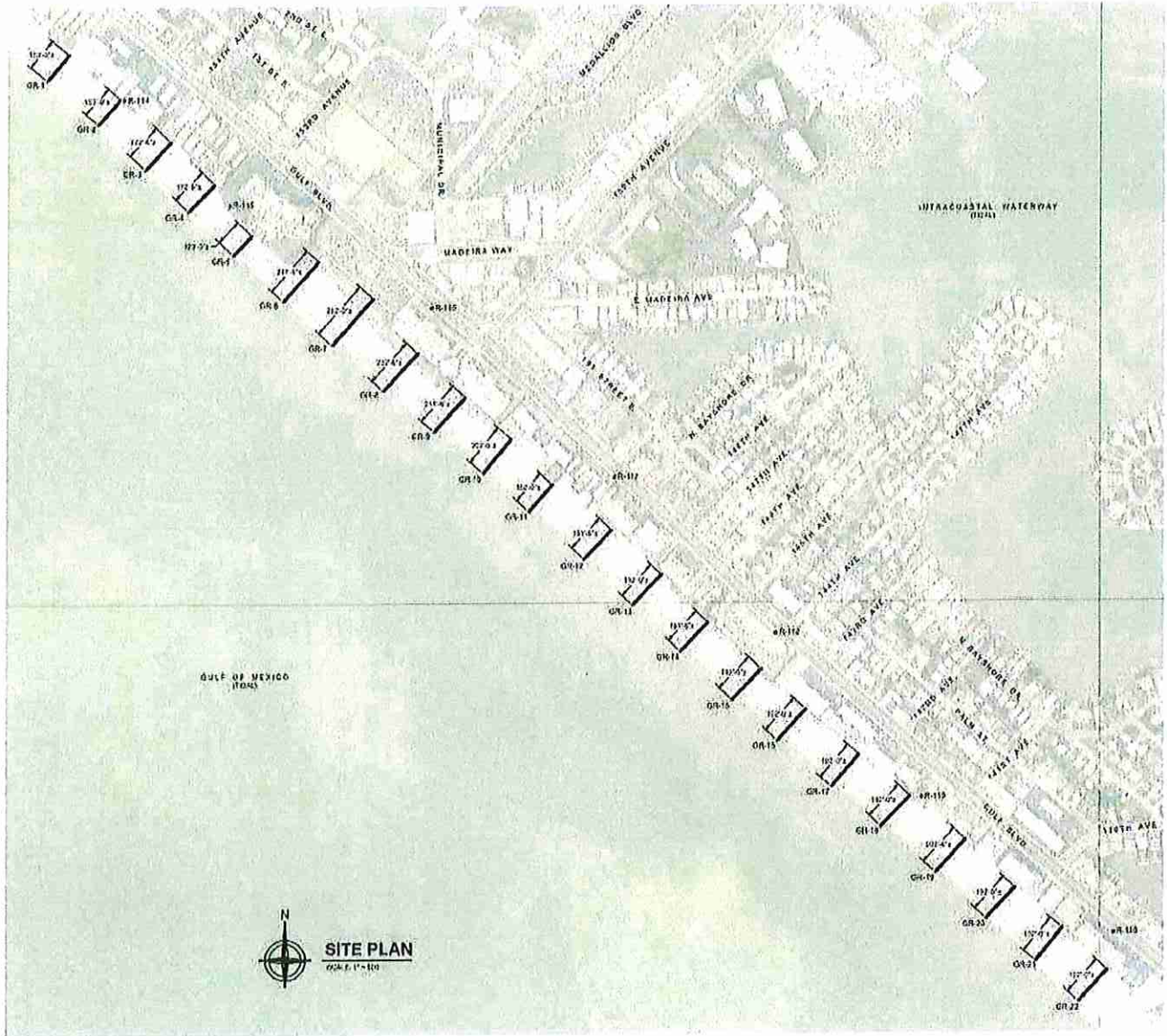
14	181.6 +/-	96	205.82	86	1480	0	0	147,038.72
15	192.0 +/-	51	205.82	96	1480	45	1100.27	202,088.97
16	192.0 +/-	68	205.82	98	1480	27	1100.27	188,743.05
17	192.0 +/-	109	205.82	83	1480	0	0	145,274.38
18	192.0 +/-	192	205.82	0	1480	0	0	39,517.44
19	202.6 +/-	149	205.82	54	1480	0	0	110,587.18
20	192.0 +/-	185	205.82	8	1480	0	0	49,916.70
21	192.0 +/-	134	205.82	59	1480	0	0	114,899.88
22	192.0 +/-	192	205.82	0	1480	0	0	39,517.44
<b>Subtotal Groins Restoration</b>								3,108,007.26
<b>Subtotal 1.0-3.0</b>								3,489,707.26
<b>Contineny 10%</b>								348,970.73
<b>TOTAL PRICE</b>								3,838,677.99

SECTION 17. MAPS



PROJECT LOCATION  
MADEIRA BEACH GROINS, MADEIRA BEACH, FLORIDA 33708





## SECTION 18. PILE PROTECTION SYSTEM SPECIFICATION

### MATERIALS

#### SHEETING:

VINYL SHEET Z PILE (VANGUARD HD) (SEE GROIN PROFILES FOR SHEET LENGTHS).

- TENSILE STRENGTH ASTM-D638
- FLEXURAL STRENGTH ASTM-D790
- MODULUS OF ELASTICITY STM-D790
- NOTCHED IZOD IMPACT ASTM-D256
- HEAT DEFLECTION TEMPERATURE ASTM-D648

SHEETS ARE TO BE SET AND DRIVEN FULL LENGTH WITH NO CUTOFFS UNLESS DIRECTED IN WRITING BY THE ENGINEER.

#### CONCRETE:

5000 PSI (FILLER AND CAP) AT 28 DAYS. (CONCRETE FILLER TO BE POURED TO 2.0' BELOW TOP OF PROPOSED SHEET PILE) CONCRETE FOR THE CAP WILL BE 5000 PSI (MIN.) WITH PEA GRAVEL FOR PUMPING. SLUMP WILL BE IN THE 4"-5" RANGE AT POINT OF PLACEMENT WITH THE CONCRETE VIBRATED. IF THE OWNER/CITY CHOOSES TO REQUIRE TEST CYLINDERS (THE CONTRACTOR WILL ARRANGE FOR 3 CONCRETE CYLINDERS TO BE TAKEN FOR EACH TRUCK BATCH AND TESTED WITH THE RESULTS SENT TO FOSTER CONSULTING (7-DAY, 28-DAY, 1 EXTRA). CAP FORMS WILL BE WOOD OR STEEL OR SIMILAR FORMS USED ON THE BOTTOM OF THE CAP FOR A FULL CONCRETE CROSS-SECTION. THE VOID NEED BETWEEN THE EXISTING SLABS AND NEW SHEETS WILL BE THE POURED WITH 3000 PSI CONCRETE FILLER TO OR NO HIGHER THAN THE BOTTOM OF THE NEW CAP ELEVATION.

#### BOLTS & ACCESSORIES:

3/4" S.S. ALL THREAD W/ 4"X4" S.S. PLATE WASHERS AND NUT (EACH SIDE). 36" O.C +/- AT INTERIOR CORRUGATIONS OF BOTH SHEET PILES. S.S. THRU BOLT W/ PLATE WASHER AND NUT (EACH END) @ 24" O.C. SPACING TO 2.0' BELOW GRADE.

#### CERTIFICATION AND MATERIAL TESTS

THE CONTRACTOR SHALL FURNISH A CERTIFICATE TO THE ENGINEER ATTESTING THAT THE MATERIALS MEET ALL THE REQUIREMENTS CONTAINED HEREIN AND THAT THE SYSTEM SUBMITTED HAS BEEN SUCCESSFULLY USED BY CITY, STATE OR FEDERAL AGENCIES FOR A MINIMUM OF FIVE YEARS.

#### TURBIDITY BARRIERS

THE CONTRACTOR SHALL FURNISH, INSTALL & MAINTAIN TURBIDITY CONTROL BARRIERS AROUND THE WORK AREA AS NECESSARY. THE PURPOSE OF THE BARRIER IS TO AVOID ANY DEBRIS FROM GOING INTO THE MAIN WATERS. THE CONTRACTOR HAS THE OPTION TO ENCLOSE THE ENTIRE WATERSIDE OF THE SITE, WITHIN THE LIMITS OF DISTURBANCE, OR TO INSTALL & MOVE THE BARRIER IN STAGES. THE CONTRACTOR



SHALL MAINTAIN SUCH BARRIERS AT ALL TIMES IN THE AREAS WHERE WORK IS IN PROGRESS UNLESS STRONG CURRENT PREVENTS THEIR DEPLOYMENT.

TURBIDITY BARRIERS TO BE MANUFACTURED IN ACCORDANCE WITH FDOT ROADWAY & TRAFFIC DESIGN STANDARDS INDEX NO. 103.

**TECHNICAL ASSISTANCE**

THE CONTRACTOR SHALL PROCURE THE MANUFACTURER'S SERVICES TO PROVIDE ONSITE TECHNICAL ASSISTANCE DURING THE INITIAL JACKETING INSTALLATION UNTIL BOTH THE ENGINEER AND THE OWNER ARE SATISFIED WITH THE PROCEDURE.

**SHOP DRAWINGS**

SHOP DRAWINGS, SHOWING LOCATIONS OF STANDOFF SPACERS, METHOD OF FASTENING JACKET FORM TO PILING, SEALING THE JACKET AFTER INSTALLATION, AND BRACING DURING PLACEMENT OF MATERIALS IN THE ANNULAR SPACE BETWEEN THE JACKET AND THE PILE, SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED FOR APPROVAL PRIOR TO ANY FIELD INSTALLATIONS.



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

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

Madeira Beach Project LLC                      1525 Lineal Feet  
555 150<sup>th</sup> Ave  
Madeira Beach, FL 33770  
The Denunzio Group  
Mike Flood 617-945-2555

Belleair Country Club                              702 Lineal Feet  
1 Country Club Lane  
Belleair, FL 33756  
Belleair Country Club  
Ed Shaughnessy 727-641-4567

Madeira Beach Town Center                      414 Lineal Feet  
410 150<sup>th</sup> Ave  
Madeira Beach, FL 33708  
Karns Enterprises  
Bill Karns 727-422-1016

## 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.

**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**

Contractor Name: Speeler

Evaluator: Allie Lollis

# BIDDERS CHECKLIST



## Bidder's Checklist RFP# 2023-14 Coastal Groin Restoration

- Proposal Form
- Bid Schedule
- References
- Certificate of Insurance
- Performance Bond
- Contract Agreement
- Proposal Form
- Contractor Profile
- Hold Harmless Agreement
- Sworn Statemen to Section 287.133(3)(a), Florida Statues, on Public Entity Crimes form
- Immigration Affidavit certification
- Bidder's Checklist
- Exhibit A Public Contracting and Environmental Crimes Certificate
- Exhibit B Drug Free Workplace Certificate
- Contractor Education & Training
- Coastal Groin List
- Bid Tabulation
- Maps
- Restoration Specifications

NOTES:

\$ 3,838,677.99

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Contractor Name: Speeler Co.

Item 14C.

Evaluator: Megan Wepler

### BIDDERS CHECKLIST

\$ 3,838,677.99



#### Bidder's Checklist RFP# 2023-14 Coastal Groin Restoration

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- Exhibit B Drug Free Workplace Certificate
- Contractor Education & Training
- Coastal Groin List
- Bid Tabulation
- Maps
- Restoration Specifications

NOTES:

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Spencer

Summer +  
Construction

Item 14C

1. What type of work was done? Marine related?

Multiple, Docks, seawalls

2. Were they main contractors or sub-contractors?

Main

3. How many crew members were on site?

a couple at a time  
2-3 OR MORE for big projects.

4. What was the price of the project?

\$15 mil (27 unit condo  
Last project in Clearwater)

5. Did they finish the project on time?

Always unless its a material  
issue beyond  
their control

6. Did they finish the project on budget?

Yes.

7. What was the overall quality of the project?

Wonderful

8. Did you have any issues or conflicts with the crew, residents, or staff?

Never any issues  
with anything.

9. Would you hire the company again?

Always do and always will



1. What type of work was done? Marine related?

Dock rebuild + Boatlifts

2. Were they main contractors or sub-contractors?

main

3. How many crew members were on site?

4 or 50

4. What was the price of the project?

\$300k +

5. Did they finish the project on time?

yes!

6. Did they finish the project on budget?

yes!

7. What was the overall quality of the project?

Always satisfied.

8. Did you have any issues or conflicts with the crew, residents, or staff?

NO.

9. Would you hire the company again?

yes!

Has done work for them  
many years.

1. What type of work was done? Marine related?

Both Docks + Seawall

(8 others)

2. Were they main contractors or sub-contractors?

20 years of work

with them + Ripraf

main

3. How many crew members were on site?

2-5 or depending.

4. What was the price of the project?

1mil - 1.3mil

5. Did they finish the project on time?

yes unless beyond

has been their most expensive w/ them.

6. Did they finish the project on budget?

Always

7. What was the overall quality of the project?

Excellent, professional, attention to detail, No changes orders

8. Did you have any issues or conflicts with the crew, residents, or staff?

Never

9. Would you hire the company again?

yes! Has multiple times.

## SECTION 11. BIDDERS CHECKLIST

**Bidder's Checklist RFP# 2023-14 Coastal Groin Restoration**

- Proposal Form**
- Bid Schedule**
- References
- Certificate of Insurance
- Performance Bond
- Contract Agreement
- Proposal Form
- Contractor Profile
- Hold Harmless Agreement
- Sworn Statemen to Section 287.133(3)(a), Florida Statues, on Public Entity Crimes form
- Immigration Affidavit certification
- Bidder's Checklist
- Exhibit A Public Contracting and Environmental Crimes Certificate
- Exhibit B Drug Free Workplace Certificate
- Contractor Education & Training
- Coastal Groin List
- Bid Tabulation
- Maps
- Restoration Specifications

SECTION 6. PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals Custom Built Marine Construction, Inc

Name of Person Submitting Proposals David Corrigan

**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." The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Proposal or in the Contract to be entered into; that this Proposal or Contract is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

**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>January 22, 2024</u>
<u>#2</u>	<u>February 2, 2024</u>
<u>#3</u>	<u>February 6, 2024</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.
  - L. The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of Madeira Beach "Coastal Groin Restoration"

Signature  \_\_\_\_\_  
Date February 6, 2024

RFP Number 2023-14 Check if exception(s) or deviation(s) to specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.



### **Addendum #1 to Madeira Beach ITB 2023-14 Coastal Groin Rehabilitation**

- The term proposal throughout is changed to bid.
- The initials RFP are changed throughout to ITB.
- The following provision is added to the ITB:

Pursuant to Florida Statutes § 287.05701(3), prospective Bidders are notified that the city will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor will it give preference to a vendor based on the vendor's social, political, or ideological interests.

- The form of bond included in the solicitation is replaced by the form of Payment & Performance Bond attached to this Addendum #1.
- Notwithstanding the retainage percentage set forth in the solicitation, pursuant to Florida Statutes § 255.078, retainage shall be 5%.
- The Dispute Resolution provision in the ITB is replaced with the following:

#### **RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION**

**Owner to Decide Disputes.** The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

**Finality.** The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided below.

**No Damages for Delay.** If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner. Contractor shall be responsible for liquidated damages for delay pursuant to Section 3 of the Agreement.

**Permitted Claims Procedure.** Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.
- (2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- (3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.



- (4) After receipt of a request for Change Order, the Owner’s Project Representative, in consultation Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.
- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

**Contract Claims and Disputes.** After completion of the process set forth above, any unresolved dispute under this Agreement shall be decided by the Purchasing Official in accordance with the City’s Procurement Ordinance and the procedures in the Florida Local Government Prompt Payment Act related to construction services (Florida Statutes § 218.735 through Florida Statutes § 281.76). Unresolved disputes may be subject to an action in circuit court seeking a declaration of rights of the aggrieved party.

- The section entitled Indemnity is replaced with the following:

**Indemnification Generally.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer’s consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**Duty to Defend.** The Contractor shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. So long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner’s costs associated with the Owner’s participation in the defense.

- The first sentence of § 12 of the Madeira Beach Purchasing Agreement document incorporated into the ITB is deleted.
- Section 13 of the Agreement is replaced by the following:

Notwithstanding any provision of the City’s ITB to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys’ fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

- Section 17 of the Madeira Beach Purchasing Agreement document incorporated into the ITB is revised to read:

The contract between the Parties consists of all Contract Documents, including this Agreement. In the event of any inconsistencies between the Contract Documents, the first listed shall take precedence over the later listed:

- This Agreement
- Any Engineered Plans or Specifications attached to the ITB
- Any addenda issued subsequent to the issuance of the ITB
- The ITB
- The prevailing Bidder’s Bid

- A new § 19 of the Madeira Beach Purchasing Agreement document incorporated into the ITB is inserted

**Miscellaneous Provisions:**

- a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement.
- d. The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Lee County, Florida. Venue shall lie exclusively in Lee County.
- e. The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or subcontractors, or the delivery of the Contractor's Services to City.
- f. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- g. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- h. This Agreement only provides rights and remedies for the City and Contractor. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.
- i. Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:
  - (i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
  - (ii) The Contractor engages in business operations in Cuba or Syria; or



(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the City if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the City within ten (10) days of the date of such occurrence.

In the event the City determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the City may pursue any and all other legal remedies against the Contractor.

- j. Immigration Compliance: E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the City.

Pursuant to Florida Statutes § 448.095(2), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The contractor's contract with City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

- k. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

1. Will this work start 10/24 or is the intention to have it completed by 5/24?

- a. **BEGINNING DATE** : The Contractor shall within ten (10) days after receipt of the Notice of Award before commencement of any operations hereunder execute the Contract. The Contractor must provide a work schedule and/or commence work within ten (10) days of the Contract signing at the discretion of the City.
  - b. **COMPLETION DATE** : ~~72~~ 270 Days from Commencement of Work. Extension may be awarded at the discretion of the City of Madeira Beach.
2. Please provide referenced drawings, and Geotech report Groin Rehabilitation Construction Plans prepared by Deuel & Associates
    - a. Posted
  3. On Items 2.1 and 2.2 is 1 unit of 5,000 sq ft and it's MULTIPIED by 2,300 units and 900 units, respectively? If that is correct, I'm calculating 11,500,000 sq ft (Sea Oats (Uniola paniculate), 1.5' OC) and 4,500,000 sq ft( Bitter Panicgrass (Panicum amarum), 2.5' OC)?
    - a. 5,000 total sq ft with 2,300 plants in that area. Bid is per planted plant. Plants are to be planted 1.5' on center.
  4. Can the work start prior to the turtle nesting season, pause during turtle nesting season, and resume after turtle nesting season? Even with multiple crews onsite it is not feasible to construct all the groins before 5/1.
    - a. No work does not have to stop during nesting season we just have to follow the conditions listed in the permits. If work is not completed by May 1<sup>st</sup> through October 31<sup>st</sup>.



February 2, 2024

**ADDENDUM #2**

TO THE DRAWINGS AND SPECIFICATIONS FOR:

**ITB 2023-14 COASTAL GROIN RESTORATION**

**PREPARED BY:**

CITY OF MADEIRA BEACH  
300 MUNICIPAL DRIVE  
MADEIRA BEACH, FL 33708

**THIS ADDENDUM #2 ADDED:**

- THE FDEP PERMIT PACKAGE
- PC WATER & NAV PERMIT PACKAGE
- ARMY CORP PERMIT PACKAGE
- STAGING MAP LOCATIONS
- CONTRACTOR'S PAYMENT & PERFORMANCE BOND
- QUESTIONS & ANSWERS.

CLICK THE LINK BELOW TO DEMANDSTAR.  
[RFP# 2023-14 Coastal Groin Restoration - DemandStar](#)



300 Municipal Drive  
 Madeira Beach, Florida 33708  
 727-391-9951  
 Fax 727-395-9361  
[www.madeirabeachfl.gov](http://www.madeirabeachfl.gov)

### Addendum #2 to Madeira Beach ITB 2023-14 Coastal Groin Restoration

1. Can you please post sign in sheet?
  - a. **POSTED**
2. Can you please provide excel version of the Schedule of Values/Bid Tabulation?
  - a. **POSTED**
3. Scope of work says “All materials shall be compatible and shall be manufactured by a single source”. Please clarify.
  - a. **The intent for the single source of the manufactured material to use Vanguard sheeting specified in the construction plans or equal with engineer’s approval. There shall be no mixing of materials from different manufactures. All groins must look the same.**
4. Please confirm the existing concrete panels are to be left in place and or no demo and or repair work is required for existing panels.
  - a. **There may be a couple groins that have panels that are raised above the H pile and will need to be removed. If some panels do need to be removed, the contractor can use the city’s maintenance yard for disposal. Coordination is required with the city prior to any materials being disposed of at the public works yard.**
5. Please confirm budget is \$3,700,000. Have the City funds secured or it is subject to some conditions.
  - a. **The total budget for the project is \$3.5 million and yes funds are secured with a 50% match grant with FDEP.**
6. Please confirm if 270 days is substantial or final completion?
  - a. **270 days final completion.**
7. Please confirm no extra requirement for any type of prevailing wages including and or similar to Davis-Bacon Act are applicable.
  - a. **I have not located any county, state, or local ordinance for Davis Bacon Act so not applicable.**
8. Please confirm substantial completion date is December 31, 2024.
  - a. **December 31, 2024, is expiration date for the FDEP grant, if absolutely needed we can file for an extension. The construction needs to be finished before 12/31/24.**
9. Please confirm turtle nesting season is May 1 through November 30<sup>th</sup>.
  - a. **Sea Turtle Nesting season is May 1 through October 31<sup>st</sup>.**
10. Will liquidated damages be applied if construction takes longer due to turtle nesting?
  - a. **We will work with the contractor if there is a delay due to the turtle nesting. We will have someone on site to help document the turtle nesting in the area preventing further construction of the groin. However, the contractor needs to document loss of work time as well.**
11. In case all groins are completed except those with turtle nests around does the City require the contractor to demobilize and re-mobilize after nesting season? Will the cost to re-mobilize be covered by a change order or should be included into original bid?
  - a. **We will work with the contractor if there is a delay due to the turtle nesting. We will have someone on site to help document the turtle nesting in the area preventing further**

**construction of the groin. However, the contractor needs to document loss of work well.**

12. Please confirm parking for contractor employees will be provided by the city free of charge to the contractor.
  - a. A map has been posted to Demandstar, the contractor will need to coordinate with the city at the pre con meeting and or during the project to ensure ample space is available.**
13. Please confirm regular diesel fuel is allowed to use at the beach for this project. No conditions to use biodegradable or similar products exist.
  - a. I have not located any county, state or local ordinance stating biodegradable fluids are required. However, if there are any spills by the contractor, or the contractor subs, it will be the responsibility of the contractor for the immediate cleanup and disposal of the contaminated soil.**
14. Drawings sheet 26. Note “Compacted sands between the walls”. Please clarify requirement “compacted”.
  - a. The contractor can use hydro-compaction for the sand filler.**
15. Please confirm no export or import of fill is required. Additional sand if required can be beach sand taken at the groin location and no processing of this sand is required before putting it as a fill into the groin. Extra sand from excavation if any can be left on the beach.
  - a. All sand that is excavated for the project will be used to fill back. No sand shall not be removed from site or trucked in for this project.**
16. “Supplemental Technical Specs” Section IVa STS-02A calls for density testing. Is this related to the “compacted sands between the walls” shown on drawing sheet 26?
  - a. The compacted sand between the walls will be visible inspected by city’s onsite representative and engineer. No density is requirement for the sand it must be consolidated prior to the concrete being placed. However, the concrete must meet the minimum compressive strength of 5000 p.s.i. at twenty-eight (28) days.**
17. Original tech specs call for Vanguard HD, section Iva calls for Vanguard sheet piling Series 400, drawings for Vanguard HD. Please confirm Vanguard HD should be used.
  - a. Vanguard HD is the correct material to use for this project. In The Technical Section IVa is a miss print, it should be Vanguard HD.**
18. Section 18 original spec call for 3000 psi filler in “CONCRETE”. Drawing 26 calls for 5000 psi filler and cap. Please confirm both 5000 psi.
  - a. The concrete for the cap and filler must meet the minimum compressive strength of 5000 P.S.I. at twenty-eight (28) days.**
19. Please confirm no rebar inside the groins is required. Drawing’s sheet 02 note “5. Steel” refers to reinforcing steel and note “4. Concrete” calls for 3” inches of cover in 4.e
  - a. No rebar inside of the groins.**
20. Per drawing sheet 26 “typical groin end detail” please confirm 3 only vertical sets of thru rods and plates at the termination? Please confirm this termination applies to both north and south ends of the groin.
 

**Terminates at both ends of the groins. Terminates at both ends of the groins. The quantity of required thru bolts will vary based on exposed height. Bolt spacing to be 24” O.C. max and spaced from the top of the groin to 24” below grade. Bolts to begin 6” below top of sheet.**
21. Please provide geotechnical report. Confirm no rock is expected and drilling, excavating of rock and pre-forming of piles should not be included into the bid?
  - a. No Geotechnical report for this project. No rock is anticipated. There typically is a compacted shell layer that will have to be penetrated.**
22. The bid documents state that submission must be made in person, but can we submit our bid package online via Demand Star?
  - a. Bid Packages can be submitted electronically via Demandstar and do not require someone physically submit the bid package.**
23. Some of the groins will require substantial excavation of sand to get down to the top of the existing concrete groin. Will the sand need to be placed back to grade at the end of each day and then re-excavated in order to pour the concrete topping?

- a. **Yes, all excavated areas must be filled in and graded at the end of the work day for of marine life and pedestrian traffic.**
24. Can equipment be stored in the access points overnight and can we block the areas off to the public.
- a. **No. Equipment is to be stored in the allocated staging areas overnight. See Staging Map Locations document in Addendum #2**
25. Concrete Mix Design?
- a. **The concrete specified in the plans is 5,000 P.S.I. and contractor must submit shop drawing for the concrete design mix you are using for this project.**
26. Can the contractor park the equipment fence out on the beach instead of the designated areas?
- a. **No. All equipment and materials are to be stored in the allocated staging areas overnight. See Staging Map Locations document in Addendum #2. Coordination with staging will be discussed at the pre-construction meeting.**
27. Bid Bond %?
- a. **There is a performance bond. Details are listed on Page 6 of the RFP.**
28. Is it possible to reuse the sand from the beach to fill the space inside the sheet piles?
- a. **Yes, all sand that is excavated for the project will be used to back fill. No sand shall not be removed from site or trucked in for this project.**
29. Planting plans area?
- a. **The planting area will depend on the disturbance during the excavation of the groins. The estimated planting areas were calculated based on the depth of cut and a 2 to 1 sidebank slope.**
30. Is 304 stainless steel acceptable for ¾" ss thru bolts, nut and 4"x4" washer?
- a. **The contractor MUST use 316 SS product for this project.**
31. Vanguard sheet pile supplier phone number and email are unresponsive, voicemail is full. Please approve Tidewall and or ShoreGuard by CMI that are readily available? If yes what series are acceptable?
- a. **The SG-750 is an acceptable alternate.**
32. Drawing sheet 26 specified 5000 psi concrete for filler and cap. Please confirm no add mixes required.
- a. **No additives for this project.**
33. Can this STOPAQ solution be added to this project?
- a. **No.**
34. Drawing 02 concrete note 4.N: At what spacing are expansion joints required?
- a. **Expansion joints to be installed at a maximum of 50' O.C.**
35. Please extend the bid date to 2/22/2024.
- a. **The bid will be opened on February 8<sup>th</sup> as scheduled.**
36. Will any work zone fencing required to be put up around groins during construction?
- a. **The area will need to be secured at all times to ensure safety of the beach visitors. It is the contractors responsibility to allow a safe walk path across all groins for beach visitors at all times.**
37. Can material and equipment be staged on the beach?
- a. **No equipment is to be left on the beach overnight.**
38. Are there any restrictions to working on the beach?
- a. **There will be restrictions during nesting season. The conditions are listed in the permit documents posted with Addendum #1.**
39. Is there a bid bond required for this project?
- a. **There is a Performance bond for this project, pg 6 of the RFP list the details.**
40. Will a sample insurance certificate be acceptable to submit with the bid that lists the limits in the RFP?
- a. **Provide Proof of insurance with submittal the selected contractor will need to supply the Certificate of Insurance prior to final approval with the BOC.**
41. Are there any requirements for the project schedule to be submitted with the bid?

- a. **No, not at the time of the Bid Opening. We will discuss the project schedule with the selected contractor at the pre-construction meeting which will be held after contract approval from the BOC.**
42. What is intended to be listed in section 14 contractor education and training? Is this intended to be the FL contractor's license number?  
 a. **Provide any education and training the contractor has that relates to this project.**
43. What is intended to be submitted with the bid in section 15 coastal groin list?  
 a. **This sheet, Section 15 Coastal Groin List was included in error, please disregard.**
44. Please list documents to be included with the bid.  
 a. **See Section 1. General Contract Document, Bid Documents list number Bid Item Section 1 – 3 are to be included in the submittal.**
45. Bid tabulation says 5000 PSI concrete is to be used in the filler & cap which agrees with the concrete note 4.F, but section 18 of the specs says the cap is 5000 PSI and the filler is 3000 PSI. Please clarify.  
 a. **The cap and the filler will be 5,000 P.S.I. for this project.**
46. Other than turbidity barrier, what BMPs is the contractor expected to install and maintain during construction? Silt fence is referenced on drawing 2, but no limits are defined in the plans. Please clarify limits of silt fence installation.  
 a. **It is the contractor's responsibility to eliminate onsite erosion and sediment transport. It is the contractors choice in determining the appropriate BMP to utilize to prevent erosion and sediment transport.**
47. What reinforcing steel is being referenced on drawing 2? It appears as if the filler & cap concrete do not have any reinforcing steel. Please confirm.  
 a. **Correct. No rebar for the groins.**
48. Spec section 18: What is the thickness of the 4"x4" plate washer? What grade stainless steel is required for the thru bolts, plate washers, and nuts?  
 a. **The contractor MUST use 316 SS product for this project and thickness ¼ inch.**
49. Are there any geotechnical borings for this project?  
 a. **There is no Geotechnical report for this project.**
50. What are the cap jack bolts being referenced in the scope of work?  
 a. **The reference to cap jack bolts in the scope of work is to state if any bolts used for brackets, formwork, etc for cap installation must be removed and the holes in the sheets are to be repaired. If no fasteners are installed for the cap construction, this note may be ignored.**
51. Will CMI SG-325 (engineering analysis attached) or SG-750 vinyl sheet pile be acceptable alternates to Vanguard HD vinyl sheet pile? Product data sheets are attached for reference.  
 a. **The SG 750 is an equal sheet to the Vanguard HD, but the SG-325 is not acceptable.**
52. Is there a color preference for the vinyl sheet pile?  
 a. **Grey**
53. Is Marine General Liability insurance including longshore Harbor Workers compensation required?  
 a. **Yes**



February 6, 2024

**ADDENDUM #3**

TO THE DRAWINGS AND SPECIFICATIONS FOR:

**ITB 2023-14 COASTAL GROIN RESTORATION**

**PREPARED BY:**

CITY OF MADEIRA BEACH  
300 MUNICIPAL DRIVE  
MADEIRA BEACH, FL 33708

CLICK THE LINK BELOW TO DEMANDSTAR.

[RFP# 2023-14 Coastal Groin Restoration - DemandStar](#)





### Addendum #3 to Madeira Beach ITB 2023-14 Coastal Groin Restoration

The following questions were submitted on January 25, 2024. The email with questions went to spam and was not discovered until February 5, 2024. Below are the following questions.

1. During the pre-bid walk through it was identified that the width of the H-Pile could be between 16" to 20" and maybe more. On sheet 26 of the drawings at the top right of the page, Typical Groin Plan Detail "B", the distance between sheet piles states "Varies". If the distance between the sheet pile varies based on the width of the H-pile, then the wall will not be a consistent width for the length of the wall as it will vary in width based on the H-pile. Is it the intent of the design to have a varying thickness in the wall or a consistent width in the wall for the length of the sheet pile installation? If it is a consistent width, has that width been determined or will it be determined later?
  - a. The intent is to have a consistent width and the width will be determined at time of construction. Assume 20" for the Bid.
2. A large portion of the existing H-Piles of the existing wall are covered in sand. Can the entire length of the wall be uncovered during construction or is the wall to be uncovered in stages during construction for pedestrian access or some other reason?
  - a. The entire wall can be uncovered as long as pedestrians have a means of traversing the beach in the dry. Note, all holes must be filled and sand rough graded at the end of every workday.
3. Since no pre-bid borings within the construction limits are being provided, can you provide the borings from the previous wall construction or have any insight as to the geologic condition within the footprint of the driven sheet pile that would indicate a difference in soil density?
  - a. There is no geotechnical boring on the beach. The existing H groins were constructed approximately 60 years ago by excavating the sand. At the time of construction, most of the groins were exposed and over time, sand has deposited around the groins to the point where a majority of the groins are buried. During the last groin repair project approximately 8 years ago, a compacted shell layer was discovered approximately 2 to 4 feet below the surface.
4. Do you have and can you provide the as-built drawings of the existing wall?
  - a. The city doesn't have any as-builts of the existing groin. The Deuel & Associates survey in the Bid Set is an actual survey of the groins.
5. Does the city have a supplier for the sand dune plants?
  - a. Yes, <https://earthbalance.com/> Provided the plants for the dune restoration project with Pinellas County.

**SECTION 16. BID TABULATION**

**COMMENTS:**

- EXISTING CONCRETE H-PILE AND SLABS TO REMAIN (SIZE VARIES;DEPTH UNKNOWN).
- VINYL SHEET PILE (EACH SIDE OF EXISTING GROINS).
- COMPACTED SANDS BETWEEN WALLS.
- TOP OF PROPOSED SHEET PILE TO BE 6" ABOVE EXISTING GROIN ELEVATION.
- SHEETS - VINYL SHEET PILE (VANGUARD HD) (SEE GROIN PROFILES FOR SHEET LENGTHS).
- MEETS FBC 2020 - 7TH EDITION- ANY INCIDENTAL WORK TO RESTORE EXISTING GROINS.

**MATERIAL, LINEAR FOOT OF INSTALLED SHEET PILES INCLUDES**

1. CONCRETE - 5000 PSI (FILLER AND CAP) AT 28 DAYS. (CONCRETE FILLER TO BE POURED TO 2.0' BELOW TOP OF PROPOSED SHEET PILE).
2. THRU BOLTS - 3/4" S.S. ALL THREAD WI 4"x4" S.S. PLATE WASHERS AND NUT (EACH SIDE). 36" O.C +/- AT INTERIOR CORRUGATIONS OF BOTH SHEET PILES.

1.0 BID ITEM	MOBILIZATION & SITE PREPARATION	UNIT	EST QTY	UNIT PRICE (\$)	TOTAL(\$)			
1.1	Mobilization	LS	1	1	\$ 301,199.24			
1.2	Maintenance of Traffic	LS	1	1	\$ 11,524.90			
1.3	Erosion Control and Floating Turbidity	LS	1	1	\$ 26,174.90			
Subtotal Mobilization 1.0					\$ 338,899.05			
2.0 BID ITEM	DUNE RESTORATION	UNIT	EST QTY	UNIT PRICE(\$)	TOTAL(\$)			
2.1	Sea Oats (Uniola paniculate), 1.5' OC@ 5,000 SF	EA	2300	7.79	\$ 17,907.13			
2.2	Bitter Panicgrass (Panicum amarum), 2.5' OC@5,000 SF	EA	900	8.16	\$ 7,528.82			
Subtotal Dune Restoration 2.0					\$ 25,435.95			
3.0 Groin#	Linear Feet	9' SHEETS	UNIT PRICE(\$)	12' SHEETS	UNIT PRICE (\$)	15' SHEETS	UNIT PRICE (\$)	TOTAL(\$)
1	153.0 +/-	144	\$ 637.00	9	\$ 787.00			\$ 98,811.00
2	153.0 +/-	153	\$ 637.00					\$ 97,461.00
3	172.6 +/-	153	\$ 637.00	20	\$ 787.00			\$ 113,201.00
4	172.6 +/-	77	\$ 637.00	81	\$ 787.00	15	\$ 937.00	\$ 126,851.00
5	123.0 +/-	6	\$ 637.00	87	\$ 787.00	30	\$ 937.00	\$ 100,401.00
6	241.6 +/-	165	\$ 637.00	77	\$ 787.00			\$ 165,704.00
7	282.0 +/-	120	\$ 637.00	90	\$ 787.00	72	\$ 937.00	\$ 214,734.00
8	232.6 +/-	42	\$ 637.00	156	\$ 787.00	35	\$ 937.00	\$ 182,321.00
9	211.6 +/-	69	\$ 637.00	95	\$ 787.00	48	\$ 937.00	\$ 163,694.00
10	202.6 +/-	53	\$ 637.00	92	\$ 787.00	59	\$ 937.00	\$ 161,448.00
11	162.0 +/-	12	\$ 637.00	92	\$ 787.00	59	\$ 937.00	\$ 135,331.00
12	181.6 +/-	57	\$ 637.00	89	\$ 787.00	36	\$ 937.00	\$ 140,084.00
13	192.0 +/-	105	\$ 637.00	87	\$ 787.00			\$ 135,354.00
14	181.6 +/-	96	\$ 637.00	86	\$ 787.00			\$ 128,834.00
15	192.0 +/-	51	\$ 637.00	96	\$ 787.00	45	\$ 937.00	\$ 150,204.00
16	192.0 +/-	68	\$ 637.00	98	\$ 787.00	27	\$ 937.00	\$ 145,741.00
17	192.0 +/-	109	\$ 637.00	83	\$ 787.00			\$ 134,754.00
18	192.0 +/-	192	\$ 637.00					\$ 122,304.00
19	202.6 +/-	149	\$ 637.00	54	\$ 787.00			\$ 137,411.00
20	192.0 +/-	185	\$ 637.00	8	\$ 787.00			\$ 124,141.00
21	192.0 +/-	134	\$ 637.00	59	\$ 787.00			\$ 131,791.00
22	192.0 +/-	192	\$ 637.00					\$ 122,304.00
Subtotal Groins Restoration 3.0					\$ 3,032,879.00			\$ 3,032,879.00
Subtotal 1.0-3.0					\$ 3,397,214.00			\$ 3,397,214.00
Contingency 10%					\$ 339,721.40			\$ 339,721.40
Total Price					\$ 3,736,935.40			\$ 3,736,935.40



***\*Over Thirty Years' Experience\****

3119 Hammond Road  
Fort Pierce, FL 34946  
Phone (772)333-2383  
Fax (772)333-2390

## **REFERENCES**

***Project:*** L-4 Weir Replacement

***Project Location:*** Palm Coast, FL

***Contract Price:*** \$2,080,140.00

***Project Start:*** Nov. 2022

***Project Completion:*** Sept. 2023

***Categories:*** Weir Demolition, Steel Sheet Pile Installation, Mechanical Channel Dredging, Wier Gates, Concrete Bulkhead, Cast-In-Place Culvert, DEP

***Scope of work:*** Demo and install new steel sheet pile weir with gates with cast-in-place culvert with bulkhead. Stabilize

***Prime Contractor:*** Custom Built Marine Construction Inc.

***Contact:*** Carmelo Morales/ Andrea Murdyk

***Phone:*** 386-987-4758 – ***Email:*** [Carmelo Morales CMorales@palmcoastgov.com](mailto:CMorales@palmcoastgov.com) [Andrea Mudryk AMudryk@palmcoastgov.com](mailto:AMudryk@palmcoastgov.com)

***Project:*** Lake Monroe Wayside Park Boat Ramp Improvements

***Project Location:*** Sanford, FL

***Contract Price:*** \$1,732,645.00

***Project Start:*** Jan. 2023

***Anticipated Project Completion:*** Nov. 2023

***Categories:*** Demo old boat ramp, Precast Concrete Panels, Mechanical Dredging, Cast-In-Place Concrete, Sidewalk, Asphalt, Pile Driving, Floating Dock Installation with Gangways

***Scope of work:*** Boat ramp removal, precast panel installation, subgrade, cast in place panels, channel dredging, pile installation, floating dock installation, sidewalk, swale grading, revetment.

***vePrime Contractor:*** Custom Built Marine Construction Inc.

***Contact:*** Dan Heacock

***Phone:*** 407-665-7116 – ***Email:*** [Heacock, Daniel dheacock@seminolecountyfl.gov](mailto:dheacock@seminolecountyfl.gov)

***Project:*** Rutherford & Lake Wyman Park Improvements Project

***Project Location:*** Boca Raton, FL

***Contract Price:*** \$5,368,056.00

***Project Start:*** Dec. 2022

***Anticipated Project Completion:*** Dec. 2023

***Categories:*** New and Rehabilitation of existing Boardwalk – 2,200 LF, 3,360 LF Kayak Trail Dredging 10' width 4' dredge depth (Hydraulic and Mechanical Dredging), Floating Dock, Shoreline Stabilization

***Scope of work:*** 2,200 linear feet of timber boardwalk with kayak trail dredging, grading, shoreline stabilization

***Prime Contractor:*** Burkhardt Construction, Inc (CMAR).

***Contact:*** CJ Rhody

***Phone:*** 561-291-5589 – ***Email:*** [CJ Rhody cj@burkhardtconstruction.com](mailto:cj@burkhardtconstruction.com)

**Project:** Wetland Trails Boardwalk  
**Project Location:** Gulf Breeze, FL  
**Contract Price:** \$939,435.00  
**Project Start:** Nov. 2021  
**Project Completion:** Dec. 2022  
**Categories:** Boardwalk, Clear & Grubbing, DEP  
**Scope of work:** 1800 linear feet of timber boardwalk with composite and stainless-steel handrail  
**Prime Contractor:** Custom Built Marine Construction Inc.  
**Contact:** Craig Chamberlain  
**Phone:** 850-712-6087 – **Email:** [Cchamberlin@gulfbreezefl.gov](mailto:Cchamberlin@gulfbreezefl.gov)

**Project:** Floridian Basin Seawall and Infill  
**Project Location:** West Palm Beach, FL  
**Contract Price:** \$620,550.65  
**Project Start:** October 2021  
**Project Completion:** April 2022  
**Categories:** Steel Sheet Pile, Concrete cap, King Piles and Batter Piles, Earthwork placement, Dewatering, Riprap  
**Scope of work:** 165 linear feet of steel sheet pile with concrete cap.  
**Prime Contractor:** Custom Built Marine Construction Inc.  
**Contact:** Ev Howard  
**Phone:** 561-837-9820 – **Email:** [Ehoward@alonsoandassociates.com](mailto:Ehoward@alonsoandassociates.com)

**Project:** Lake Park Dock Repairs  
**Project Location:** Lake Park, FL  
**Contract Price:** \$150,000.00  
**Project Start:** June 2021  
**Project Completion:** August 2021  
**Categories:** Floating dock repair  
**Scope of work:** Hardware replacement, Timber replacement, and concrete repair  
**Prime Contractor:** Custom Built Marine Construction Inc.  
**Contact:** Steven Bogner  
**Phone:** 561-881-3353 – **Email:** [sbogner@lakeparkfl.gov](mailto:sbogner@lakeparkfl.gov)

**Project:** USCG Sand Key Station - CECOS  
**Project Location:** Clearwater, FL  
**Contract Price:** \$187,485.00  
**Project Start:** May 2021  
**Project Completion:** August 2021  
**Categories:** Pile Driving, Concrete Floating Docks  
**Scope of work:** Floating dock installation.  
**Prime Contractor:** CECOS Group  
**Contact:** Chad Bruckschen  
**Phone:** 866-501-1775 - **Email:** [Chad.Bruckschen@cecosgroup.com](mailto:Chad.Bruckschen@cecosgroup.com)

**Project:** Conchy Joe's  
**Project Location:** Jensen Beach, FL  
**Contract Price:** \$122,698.00  
**Project Start:** May 2021  
**Project Completion:** August, 2021  
**Categories:** Pile Installation, Pile Driving  
**Scope of work:** 194 wrapped piles installed.  
**Prime Contractor:** AEGEN  
**Contact:** John Evans  
**Phone:** 772-302-9529 – **Email:** [John@aegenconstruction.com](mailto:John@aegenconstruction.com)

**Project:** Fisherman's Wharf Boat Ramp  
**Project Location:** Fort Pierce, FL  
**Contract Price:** \$627,905.00  
**Project Start:** Nov. 2020  
**Project Completion:** July 2021  
**Categories:** Boat Ramp, Floating Dock, Fixed Dock, Embankment, Seawall  
**Scope of work:** Installation of Boat ramp & Seawall  
**Prime Contractor:** Custom Built Marine Construction Inc.  
**Contact:** David Corrigan Jr.  
**Phone:** 772-678-9419 – **Email:** Jr@custombuiltmarine.com  
**DMCE Engineer:** Shailesh Patel – [Spatel@DMCES.com](mailto:Spatel@DMCES.com) – 386-795-6721

**Project:** Fleming Island WWTF Outfall Dock  
**Project Location:** Fleming Island, FL  
**Contract Price:** \$1,043,969.00  
**Project Start:** May 2020  
**Project Completion:** November 2020  
**Categories:** Dock, Ductile Iron Pipe, Clearing Grubbing, Pile Installation  
**Scope of work:** Remove and replace outfall pipe and dock  
**Prime Contractor:** Custom Built Marine Construction Inc.  
**Contact:** David Corrigan Jr.  
**Phone:** 772-678-9419 – **Email:** Jr@custombuiltmarine.com  
**Clay County Representative:** Chris Nazworth – [Cnazworth@clayutility.org](mailto:Cnazworth@clayutility.org)

**Project:** Jupiter Reef Club  
**Project Location:** Jupiter, FL  
**Contract Price:** \$570,000.00  
**Sub-Contractor**  
**Project Start:** Jan. 2019  
**Project Completion:** Aug. 10, 2020  
**Categories:** Wave Wall  
**Scope of work:** Installation of concrete sheet panel  
**Prime Contractor:** Walker Contracting Group  
**Contact:** Jason Swanson  
**Phone:** 439-263-7500 – **Email:** jswanson@walkercontractinggroup.com

**Project:** Sanford Wave Wall  
**Project Location:** Sanford, FL  
**Contract Price:** \$585,212.00  
**Sub-Contractor**  
**Project Start:** May 11, 2020  
**Project Completion:** July 10, 2020  
**Categories:** Wave Wall  
**Scope of work:** Installation of 300 plus linear feet of concrete sheet panel  
**Prime Contractor:** Wharton Smith  
**Contact:** Nelson Marty  
**Phone:** 407-314-8999 – **Email:** nmarty@whartonsmith.com

**Project:** Cordova Seawall Replacement  
**Project Location:** Ft Lauderdale, FL  
**Contract Price:** \$5,759,237.00  
**Project Start:** Oct 1, 2019  
**Project Completion:** Feb 2, 2021  
**Categories:** Steel Sheet pile & Concrete Cap  
**Scope of work:** Installation of 2,203 linear foot of steel sheet pile & concrete cap  
**Prime Contractor:** Custom Built Marine Construction Inc.  
**Contact:** David Corrigan  
**Phone:** 772-678-9419 – **Email:** jr@custombuiltmarine.com  
**City Representative:** Juan Carlos Samuel – [jsamuel@fortlauderdale.gov](mailto:jsamuel@fortlauderdale.gov)

**Project:** Reiter Park  
**Project Location:** Longwood, FL  
**Contract Price:** \$463,000.00  
**Sub-Contractor**  
**Project Start:** Nov 1, 2017  
**Project Completion:** March. 2018 / Currently Under Construction  
**Categories:** Wood Boardwalk  
**Scope of work:** Installation of 12” diam. Wood pilings, wood structure and IPE Decking  
**Prime Contractor:** West Construction  
**Contact:** Matt West  
**Phone:** 561-588-2027 – **Email:** mwest@westconstructioninc.net

**Project:** Bert Winters Boat Ramp  
**Project Location:** Juno Beach, FL  
**Contract Price:** \$360,000.00  
**Sub-Contractor**  
**Project Start:** Oct. 16,2017  
**Project Completion:** March. 2018 / Currently Under Construction  
**Categories:** Boat Ramp  
**Scope of work:** Demo Existing Boat Ramp, Install Permanent & Temporary Steel Sheet Pile, Dewater, grade, Form, Reinforce & Pour New Concrete Boat Ramp. Install Concrete Piles and Floating Docks  
**Prime Contractor:** Collage Construction  
**Contact:** Dave Trindade  
**Phone:** 561-262-2773 - **Email:** Dmichaeltrindade@gmail.com

**Project:** C-51 Canal Bank Stabilization  
**Project Location:** West Palm Beach, FL  
**Contract Price:** \$485,000.00  
**Prime Contractor**  
**Project Start:** June 2017  
**Project Completion:** February 13, 2018  
**Categories:** Marine, Steel Sheet Pile, C.I.P Concrete & Rip Rap  
**Scope of work:** Install SSP, Rip Rap & Tremie Pour Concrete  
**Contact:** Octavio Castillo  
**Phone:** 561-682-6920 - **Email:** ocastil@sfwmd.gov

**Project:** Water Way Park

**Project Location:** Jupiter, FL

**Contract Price:** \$2,283,000.00

**Sub-Contractor**

**Project Start:** January. 2016

**Project Completion:** January. 2017

**Categories:** Sheet Pile, Concrete Cap, Boat Ramp, Floating Docks, Dredging, Boardwalk, Cast in Place Concrete Structures, Erosion Control

**Scope of work:** Construction of new park facilities including sheet pile, clearing, boat ramp, and float dock.

**Prime Contractor:** West Construction

**Contact:** Matt West

**Phone:** 561-588-2027 - **Email:** [mwest@westconstructioninc.net](mailto:mwest@westconstructioninc.net)

**Project:** Clam Pass Boardwalk Repair

**Project Location:** Naples, FL (Collier County)

**Contract Price:** \$533,892.00

**Prime Contractor**

**Project start:** December. 2015

**Project Completion:** July. 2017

**Categories:** Wood Boardwalk Repair

**Scope of work:** Remove & Replace 12" Diam. Wood Pilings. Replace Hardware, Joists & Beams. Treat 300+ Existing Pilings with Fungicide Treatment and Wrap.

**Contact:** Margaret Bishop, Collier County Facilities Management/Sr. Project Manager

**Phone:** 1-239-252-8380 - **Email:** [feliciakirby@colliergov.net](mailto:feliciakirby@colliergov.net)

**Project:** Martin County Baffle Box

**Project Location:** Martin County

**Contract Price:** \$176,761.00

**Prime Contractor**

**Project Start:** September 2015

**Project Complete:** January 2016

**Categories:** Stormwater

**Scope of work:** Install Trench Shoring, Excavate & Remove 60" RCP, Install Nutrient Separating Baffle Box, Reinstall/Connect 60" RCP.

**Contact:** Greg S Nolte, E.I., Martin County Florida

**Phone:** 772-221-2380 - **Email:** [gnolte@martin.fl.us](mailto:gnolte@martin.fl.us)

**Project:** Canal Point Pedestrian Bridge

**Project Location:** Canal Point, Florida (Palm Beach County)

**Contract Price:** \$210,000.00

**Sub-Contractor**

**Project Start:** June 2017

**Project Complete:** November 2017

**Categories:** Concrete Pilings

**Scope of work:** Auger Preformed Pile Holes and Install (4) 18"x 100' & (8) 14"x 50' concrete pilings to support Prefabricated Pedestrian Bridge.

**Prime Contractor:** West Construction

**Contact:** Matt West

**Phone:** 561- 588-2027 - **Email:** [mwest@westconstructioninc.net](mailto:mwest@westconstructioninc.net)

**Project:** Pump Station Culvert Pipe Replacement

**Project Location:** Sunrise, Florida

**Contract Price:** \$247,335.00

**Project Start:** October 2016

**Project Completed:** February 2017

**Prime Contractor**

**Categories:** Stormwater

**Scope of Work:** Install SSP Cofferdam/Trench Shoring, Dewater, Remove Existing 72" CMP and Replace with 72" HDPE, Form, reinforce & Pour New Concrete Headwalls and Place Rip Rap

**Contact:** Mark Winslow

**Phone:** 954-572-2390 - **Email:** [mwinslow@sunrisefl.gov](mailto:mwinslow@sunrisefl.gov)

**Project:** Torry Island Marina

**Project Location:** Belle Glades, Florida

**Contract Price:** \$463,838.00

**Sub-Contractor**

**Project Start:** April 2015

**Project Completed:** February 2016

**Categories:** Concrete Piles, Wood Deck & Floating Docks

**Scope of work:** Install Concrete Pilings, Built Wood Structure w/Wood Decking & Install Floating Dock

**Prime Contractor:** Collage Construction

**Contact:** Dave Trindade

**Phone:** 561-262-2773 - **Email:** [dmichaeltrindade@gmail.com](mailto:dmichaeltrindade@gmail.com)

**Project:** Seminole County Wilderness Boardwalk

**Project Location:** Sanford (Black Bear Wilderness Area)

**Contract Price:** \$647,300.00

**Sub-Contractor**

**Project Start:** April 2014

**Project Completed:** December 2016

**Categories:** Wood Boardwalk w/Trex (Composite Decking)

**Scope of Work:** Clear & Grub, Install Wood Pilings, Wood Substructure & Railing, Install Trex (Composite Decking)

**Prime Contractor:** Shoemaker Construction

**Contact:** Dean Shoemaker

**Phone:** 407-322-3103 - **Email:** [dean@shoemakerconstruction.net](mailto:dean@shoemakerconstruction.net)





CERTIFICATE OF LIABILITY INSURANCE

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.

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.

Table with PRODUCER and INSURED information. PRODUCER: Insurance Office of America, 1855 West State Road 434, Longwood, FL 32750. INSURED: Custom Built Marine Construction, Inc., 3119 Hammond Road, Fort Pierce, FL 34946. Includes contact info for New York Marine & General Insurance Company.

COVERAGES CERTIFICATE NUMBER: 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.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, General Liability, and Equipment Floater.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional Insured status is provided to certificate holders when required by written contract.

CERTIFICATE HOLDER and CANCELLATION sections. CANCELLATION text: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Includes signature of authorized representative.

**SECTION 5. CITY OF MADEIRA BEACH, FLORIDA PURCHASING AGREEMENT**  
**RFP# 2023-14 Coastal Groin Restoration**

THIS AGREEMENT is hereby executed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, between the CITY OF MADEIRA BEACH, FLORIDA (hereinafter "CITY") and \_\_\_\_\_ (hereinafter "VENDOR"), as follows:

WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, this agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.
2. Vendor shall deliver the goods, or provide the services, described herein no later than \_\_\_\_\_.
3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$ \_\_\_\_\_, as full consideration for the goods or services provided hereunder.
5. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.
6. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of \_\_\_\_\_ months from final delivery, including all parts and labor associated with said repairs.
7. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.
8. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of \_\_\_\_\_ months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.
9. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000 satisfactory to the City Manager of City, naming the City as additional insured and providing coverage up through and including the final performance of any services provided hereunder. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this agreement and at such other times requested by the City.
10. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this agreement, whether caused in part by the City or not.
11. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.
12. This document embodies the entire agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This agreement shall be construed according to the laws of Florida, and venue for any action arising here from shall be in Pinellas County, Florida.
13. The prevailing party in any action to enforce or interpret this agreement shall be entitled to reasonable attorneys fees incurred through all appellate proceedings.
14. Vendor hereby acknowledges that the person executing this agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.
15. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested.
16. Provision for other agencies: unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments and municipalities the bid prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the

legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

As to Vendor:

\_\_\_\_\_  
\_\_\_\_\_

As to City  
Robin Gomez  
City Manager  
City of Madeira Beach, Florida  
300 Municipal Dr.  
Madeira Beach, Florida 33708

17. To the extent that any terms in the attached proposal conflict with the terms of this agreement, the terms of this agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

18. The following sections, paragraphs or provisions of the attached proposal are hereby deleted from this agreement and shall be of no force or effect:

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

\_\_\_\_\_  
Vendor

CITY OF MADEIRA BEACH, FLORIDA

BY \_\_\_\_\_

BY \_\_\_\_\_  
ROBIN GOMEZ, CITY MANAGER

\_\_\_\_\_  
NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

ATTEST:

\_\_\_\_\_  
CITY CLERK

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Custom Built Marine Construction Inc.  
3119 Hammond Road  
Fort Pierce, FL 34946

### SURETY:

(Name, legal status and principal place of business)

NGM Insurance Company  
4601 Touchton Road East, Suite 3400  
Jacksonville, FL 32246

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

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

**BOND AMOUNT:** \$ 10%

Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)


RFP# 2023-14  
Coastal Groin Restoration

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of February, 2024



(Witness) Sabrina Butler



(Witness) Stephanie Wall

Custom Built Marine Construction Inc.

(Principal)

(Seal)

By:

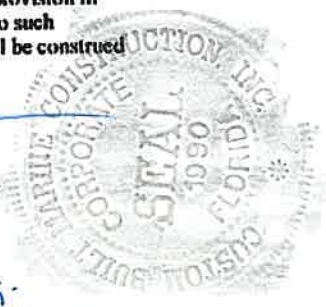
(Title) President David Corrigan

NGM Insurance Company

(Surety)

By:

(Title) Kevin Wojtowicz Attorney-in-Fact







NGM INSURANCE COMPANY  
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint Stephanie McCarthy, Jessica Reno, Daniel Oaks, Laura D. Mosholder, Kevin Wojtowicz

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

*Kimberly K. Law*

Kimberly K. Law  
Senior Vice President,  
General Counsel and Secretary



State of Florida,  
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

*Loe K. Penite*



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

08 day of February, 2024.



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

SECTION 7. "CONTRACTOR" PROFILE

Submitted by (Company Name): Custom Built Marine Construction, Inc

Circle one of the following:

Corporation      Partnership      Individual      Joint Venture

Other Describe: \_\_\_\_\_ Florida

Contractor License Number: CGC1504917

Expiration Date: August 31, 2024 Unique Entity ID: \_\_\_\_\_ FEIN: 65-0183422

Office Location: 3119 Hammond Rd Fort Pierc FL 34946

Number of people in your organization: 23

Length of time the Contractor has been doing business under this name in Florida: 33 years.

Length of time your firm has provided services to governmental clients: 33 years.

Under what other name(s) has your firm operated: N/A

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. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 8. 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.

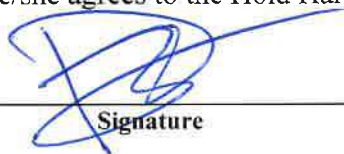
The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

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.

David Corrigan  
Contractor/ "CONTRACTOR"- Printed Name

  
Signature

RFP# 2023-14 Coastal Groin Restoration  
Project Name

February 6, 2024  
Date

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

**SECTION 9. 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 David Corrigan / President

(Print individual's name and title)

for Custom Built Marine Construction, Inc

(Print name of entity submitting sworn statement)

whose business address is 3119 Hammond Rd Fort Pierc FL 34946 and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0183422.

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 predecessor or successor of a person convicted of a public entity crime; or
  - 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.
  - 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.
  - 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 IS 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  
February 6, 2024  
Date Signed

State of: Florida

County of: St. Lucie

Sworn to and subscribed before me this 6 day of Feb, 2024

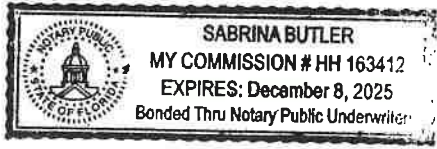
Personally Known X or Produced Identification \_\_\_\_\_ (Specify Type of Identification)

[Signature]  
Signature of Notary Sabrina Butler

My Commission Expires 12/8/25

(seal)

This document must be completed and returned with your submission.



SECTION 10. 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: Custom Built Marine Construction, Inc  
Print Name: David Corrigan Title: President  
Signature: [Signature] Date: February 6, 2024  
State of: Florida  
County of: St. Lucie  
Sworn to and subscribed before me this 6 day of Feb, 2024  
Personally Known  or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

Signature of Notary Sabrina Butler  
My Commission Expires 12/8/25  
(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.

This document must be completed and returned with your submission.

SECTION 12. 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 David Corrigan / President  
[print individual's name and title]

for Custom Built Marine Construction, Inc  
[print name of entity submitting sworn statement]

whose business address is: 3119 Hammond Rd Fort Pierc FL 34946

and Federal Employer Identification Number (FEIN) is 65-0183422, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

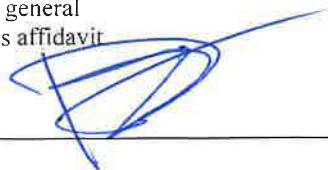
I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or 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

Date Signed February 6, 2024

State of: Florida

County of: St. Lucie

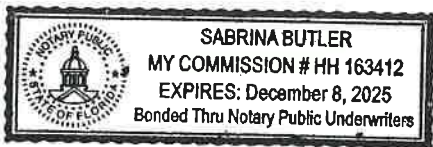
Sworn to and subscribed before me this 10 day of Feb, 2024.

Personally Known X or Produced Identification \_\_\_\_\_

(Specify Type of Identification)  
Sabrina Butler

Signature of Notary

My Commission Expires 12/8/25



This document must be completed and returned with your submission.

**SECTION 13. 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 David Corrigan / President  
[print individual's name and title]

for Custom Built Marine Construction, Inc [print name of entity submitting sworn statement]

whose business address is: 3119 Hammond Rd Fort Pierc FL 34946 and (if applicable)

its Federal Employer Identification Number (FEIN) is 65-0183422 (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.

  
 \_\_\_\_\_  
 Authorized Signature  
 February 6, 2024  
 \_\_\_\_\_  
 Date Signed


State of: Florida

County of: St. Lucie

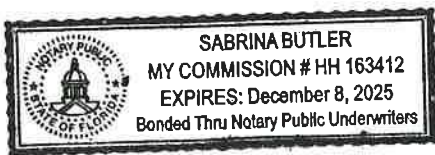
Sworn to and subscribed before me this 6 day of Feb, 2024

Personally Known  or Produced Identification \_\_\_\_\_

(Specify Type of Identification)

  
 \_\_\_\_\_  
 Signature of Notary  
 Sabrina Butler

My Commission Expires 12/8/25



This document must be completed and returned with your submission.

**SECTION 14. CONTRACTOR EDUCATION & TRAINING**

Custom Built Marine Construction, Inc. is a well-established, family-owned business since 1990. Our area of specialization is marine construction projects, and we have built a reputation for delivering projects of any size with unmatched expertise. Our team of professionals has extensive experience in marine construction, including docks, seawalls, marinas, boat ramps, boardwalks, shoreline embankments, and more.

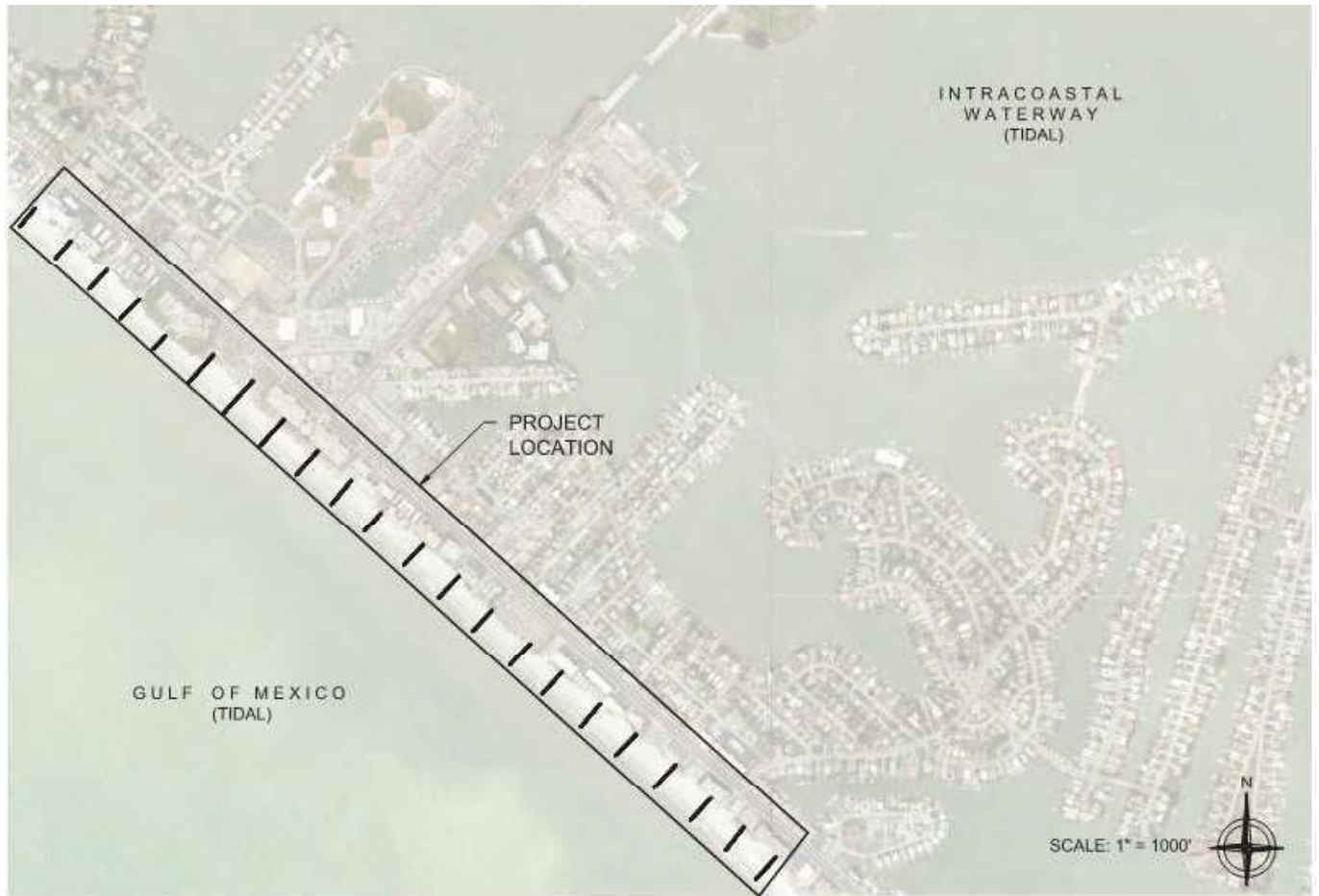
At CBMC, we are General Contractor certified by the Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), and South Florida Water Management District (SFWMD). This ensures that we operate within the bounds of the law and maintain the highest safety and environmental protection standards.

We take pride in delivering high-quality marine construction projects that meet and exceed our client's expectations while maintaining the highest professionalism and expertise.

Name	Education	Tranning
David Corrigan - Owner/President	FAU Construction Management	Safety Award from the USACE
		Pile Driving Specialist
		20 years experience in marine construction
		Certified Welder
Tom Watson - Field Superintendent – Heavy Equipment Operator – Field Safety	High School - 1982	CCO Licensed Crane Operator
		Rigging Certification
		CPR Certification
		Pile Driving Specialist
		OSHA Certification IRSC
Drew Baton - Field Superintendent	Mechanic Associated Degree - WYO Tech - Daytona - 2012	CTQP Advance MOT
		SWPPP Certified
		Pile Driving Specialist
Angel Echevarria - Project Engineer / Project Estimator	Polytechnic University of Puerto Rico — Bachelor of Science in Civil Engineering - 2002	ACI Concrete Field Level I
		CTQP Concrete Field Level I
		CTQP Earthwork Construction Level I
		CTQP Earthwork Construction Level II
		CTQP Asphalt Paving Level I
		CTQP Final Estimates Level I
		CTQP Final Estimates Level II
		Advanced MOT / TTC
		APNGA Portable Nuclear Gauge Safety and U.S. D.O.T. Hazmat Certification Class
		Construction Filed Inspector since 2002



SECTION 17. MAPS



PROJECT LOCATION  
MADEIRA BEACH GROINS, MADEIRA BEACH, FLORIDA 33708





## SECTION 18. PILE PROTECTION SYSTEM SPECIFICATION

### MATERIALS

#### **SHEETING:**

VINYL SHEET Z PILE (VANGUARD HD) (SEE GROIN PROFILES FOR SHEET LENGTHS).

- TENSILE STRENGTH ASTM-D638
- FLEXURAL STRENGTH ASTM-D790
- MODULUS OF ELASTICITY STM-D790
- NOTCHED IZOD IMPACT ASTM-D256
- HEAT DEFLECTION TEMPERATURE ASTM-D648

SHEETS ARE TO BE SET AND DRIVEN FULL LENGTH WITH NO CUTOFFS UNLESS DIRECTED IN WRITING BY THE ENGINEER.

#### **CONCRETE:**

5000 PSI (FILLER AND CAP) AT 28 DAYS. (CONCRETE FILLER TO BE POURED TO 2.0' BELOW TOP OF PROPOSED SHEET PILE) CONCRETE FOR THE CAP WILL BE 5000 PSI (MIN.) WITH PEA GRAVEL FOR PUMPING. SLUMP WILL BE IN THE 4"-5" RANGE AT POINT OF PLACEMENT WITH THE CONCRETE VIBRATED. IF THE OWNER/CITY CHOOSES TO REQUIRE TEST CYLINDERS (THE CONTRACTOR WILL ARRANGE FOR 3 CONCRETE CYLINDERS TO BE TAKEN FOR EACH TRUCK BATCH AND TESTED WITH THE RESULTS SENT TO FOSTER CONSULTING (7-DAY, 28-DAY, 1 EXTRA). CAP FORMS WILL BE WOOD OR STEEL OR SIMILAR FORMS USED ON THE BOTTOM OF THE CAP FOR A FULL CONCRETE CROSS-SECTION. THE VOID NEED BETWEEN THE EXISTING SLABS AND NEW SHEETS WILL BE THE POURED WITH 3000 PSI CONCRETE FILLER TO OR NO HIGHER THAN THE BOTTOM OF THE NEW CAP ELEVATION.

#### **BOLTS & ACCESSORIES:**

3/4" S.S. ALL THREAD W/ 4"X4" S.S. PLATE WASHERS AND NUT (EACH SIDE). 36" O.C +/- AT INTERIOR CORRUGATIONS OF BOTH SHEET PILES. S.S. THRU BOLT W/ PLATE WASHER AND NUT (EACH END) @ 24" O.C. SPACING TO 2.0' BELOW GRADE.

#### **CERTIFICATION AND MATERIAL TESTS**

THE CONTRACTOR SHALL FURNISH A CERTIFICATE TO THE ENGINEER ATTESTING THAT THE MATERIALS MEET ALL THE REQUIREMENTS CONTAINED HEREIN AND THAT THE SYSTEM SUBMITTED HAS BEEN SUCCESSFULLY USED BY CITY, STATE OR FEDERAL AGENCIES FOR A MINIMUM OF FIVE YEARS.

#### **TURBIDITY BARRIERS**

THE CONTRACTOR SHALL FURNISH, INSTALL & MAINTAIN TURBIDITY CONTROL BARRIERS AROUND THE WORK AREA AS NECESSARY. THE PURPOSE OF THE BARRIER IS TO AVOID ANY DEBRIS FROM GOING INTO THE MAIN WATERS. THE CONTRACTOR HAS THE OPTION TO ENCLOSE THE ENTIRE WATERSIDE OF THE SITE, WITHIN THE LIMITS OF DISTURBANCE, OR TO INSTALL & MOVE THE BARRIER IN STAGES. THE CONTRACTOR

SHALL MAINTAIN SUCH BARRIERS AT ALL TIMES IN THE AREAS WHERE WORK IS IN PROGRESS UNLESS STRONG CURRENT PREVENTS THEIR DEPLOYMENT.

TURBIDITY BARRIERS TO BE MANUFACTURED IN ACCORDANCE WITH FDOT ROADWAY & TRAFFIC DESIGN STANDARDS INDEX NO. 103.

**TECHNICAL ASSISTANCE**

THE CONTRACTOR SHALL PROCURE THE MANUFACTURER'S SERVICES TO PROVIDE ONSITE TECHNICAL ASSISTANCE DURING THE INITIAL JACKETING INSTALLATION UNTIL BOTH THE ENGINEER AND THE OWNER ARE SATISFIED WITH THE PROCEDURE.

**SHOP DRAWINGS**

SHOP DRAWINGS, SHOWING LOCATIONS OF STANDOFF SPACERS, METHOD OF FASTENING JACKET FORM TO PILING, SEALING THE JACKET AFTER INSTALLATION, AND BRACING DURING PLACEMENT OF MATERIALS IN THE ANNULAR SPACE BETWEEN THE JACKET AND THE PILE, SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED FOR APPROVAL PRIOR TO ANY FIELD INSTALLATIONS.

**SECTION IVa**  
**TABLE OF CONTENTS**  
**GROIN RESTORATION**  
**CITY OF MADEIRA BEACH**  
**PROJECT No. #**

**Supplemental Technical Specifications (STS)**

These Supplemental Conditions amend or supplement the General Conditions Section III and the Technical Specifications Section IV of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplemental Conditions will have the meaning indicated in the General Conditions. Additional terms used in these Supplemental Conditions have the meaning indicated below, which are applicable to both the singular and plural thereof.

**STS-01 includes amendments to the referenced conditions found in Section III General Conditions.**

STS-01 REVISIONS TO ARTICLE 6 – CONTRACTORS RESPONSIBILITIES

STS-02 REVISIONS TO ARTICLE 13 – TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

**STS-03 through STS-08 includes amendments to the referenced conditions found in Section IV Technical Specifications.**

STS-03 REVISIONS TO ARTICLE 19 – STORM SEWERS

STS-04 REVISIONS TO ARTICLE 20 – SANITARY SEWERS AND FORCE MAINS

STS-05 REVISIONS TO ARTICLE 33 – STORM MANHOLES, INLETS, CATCH BASINS OR OTHER STORM STRUCTURES

STS-06 REVISIONS TO ARTICLE 37 – AUDIO/VIDEO RECORDING OF WORK AREA

STS-07 REVISIONS TO ARTICLE 38 – EROSIONS AND SILTATION CONTROL

STS-08 REVISIONS to Section IV Article 44 WORK ZONE TRAFFIC CONTROL

**STS-09 includes additional conditions that supplement or supersede conditions found in Section IV General Conditions.**

STS-09 SECTION 01201 – MEASUREMENT AND PAYMENT (ATTACHED)

**STS-10 General Conditions**

**SECTION IVa**

**SUPPLEMENTAL TECHNICAL SPECIFICATIONS (STS) -  
CONSTRUCTION**

**STS-01 REVISIONS TO SECTION III ARTICLE 6 – CONTRACTORS  
RESPONSIBILITIES**

A. The Contractor shall provide shop drawings for all components of the proposed improvements. These include, but are not limited to, the following:

- Erosion Control Material
- Site Work/Environmental Protection
- Seawall and appurtenances
- Sand Fill
- Maintenance of Traffic

**STS-02 REVISIONS TO SECTION III ARTICLE 13 – TESTS AND INSPECTIONS,  
CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

A. Add the following to the end of General Condition 13.1 – Tests and Inspections:

Contractor shall employ and pay for the services of an independent testing laboratory to perform density testing on backfilled material. The cost for density testing shall be included in the unit bid price for line-item construction quantities such as road subgrade, base, asphalt, curb and storm pipe construction.

**STS-03 to STS-08 Not Included in this Section**

**STS-09 SECTION 01201 - MEASUREMENT AND PAYMENT**

**PART 1 – GENERAL**

**1.1 SCOPE**

The Contractor shall receive and accept the compensation as provided in the Bidder’s Proposal and the Contract in full payment for furnishing all materials, labor, tools, equipment, and for performing all operations necessary to complete the work under the contract, and also in full payment for all loss or damages arising from the nature of the work, or in any discrepancy between the actual quantities of work and quantities herein estimated by the Engineer, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the City.

*Work not shown or called out in either the Drawings or the Specifications, but necessary in carrying out the intent of the Project or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described. No additional compensation will be considered for this associated and necessary work.*

The prices stated in the Bidder's Proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the plans and specified herein. The Basis for Payment for an item at the unit price shown in the Bidder's Proposal shall be in accordance with the description of the item in this Section.

The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the costs for any item of work has not been established by the Bidder's Proposal or Measurement and Payment, he shall include the costs for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

## **1.2 LUMP SUM QUANTITIES**

Contractor shall be solely responsible for determining the quantities of each lump sum pay item necessary to complete the Work includes furnishing all materials, labor, tools, equipment, and for performing all operations necessary, as required by the Contract Documents. When lump sum items are broken into components, the sum of the components shall be the total Contract Price for the Work. The lump sum price stated on the Bidder's Proposal shall constitute full compensation for each lump sum pay item completed in accordance with the drawings and specifications. No other payments will be made to the Contractor except as specifically authorized by change order.

## **1.3 UNIT PRICE QUANTITIES**

All estimated quantities stipulated in the Unit Price portion of the Bidder's Proposal or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for unit price work and materials shall be the actual amount of work done and materials furnished. Contractor agrees that he shall make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts thereof.

## **1.4 MEASUREMENT AND PAYMENT**

- A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials and performance of all operations relative

to construction of this project, will be made under the pay items listed herein and in accordance with the accepted Bid.

**B. Methods of Measurement:**

1. Units of measurement shall be defined in general terms as follows:
  - a. Lump Sum (LS)
  - b. Linear Feet (LF)
  - c. Cubic Yards (CY)
  - d. Square Yards (SY)
  - e. Each (EA)
  - f. Square Foot (SF)
  - g. Ton (TN)

**1.5 BASIS OF PAYMENT**

Measurement and payment for each bid item shall include all labor, materials and equipment required to perform the work included for that respective item to provide a complete and operable installation whether specifically described, mentioned or implied. Payment for all sheeting, shoring, bracing, cofferdams, and other items necessary for a safe and workable excavation shall be included in those Items requiring same for a complete and operable installation whether specifically described, mentioned or implied.

**1.6 ITEMS INCLUDED BUT NOT SPECIFIED**

The unit or lump sum prices designated in the proposal shall include all profit, taxes, labor, overhead, material, equipment, tools, survey staking, utility notification and coordination, resident notification (preparation and distribution of door hangers), towing of vehicles, clearing of right-of-way, protection of existing utilities, rock excavation, shoring, sheeting, removal of pavement, backfill, dewatering, erosion control, surface restoration, extra backfill material as required, stone bedding for storm structures, plugging of existing pipe and structures, excavation materials, replacement of storm piping, concrete encasement, concrete slabs under new backflow devices, record drawing (or “As-Built Survey”) preparation and other work incidental thereto and specified in these specifications and on the drawings, all as applicable to the item described unless designated otherwise in the Unit Price Bid Schedule and hereafter specified.

If unsuitable material is found in any location other than within the foundation of any structural feature and/or within the bedding of any pipe/culvert it shall be removed, transported offsite, properly disposed of and replaced (if needed) at no additional cost to the City.

**1.7 PAY ITEMS**

**MOBILIZATION & SITE PREPARATION**



**Pay Item No. 1.1 – Mobilization, General Conditions, Demobilization**

The work specified under this Section consists of preparatory work and operation in mobilizing to begin work on the project, including but limited to those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site(s), and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities as required by these specifications, special provisions, and state and local laws and regulations. Mobilization costs shall also include the costs of preconstruction videotaping, preparation and submission of a Hurricane Preparation Plan, preparation and submission of a Overall Work Plan, all materials, labor and equipment necessary to implement, maintain and remove (once the project is complete). The contract unit price will be on a lump sum unit price. Partial payments will be allowed as outlined below.

PERCENT OF ORIGINAL CONTRACT AMOUNT EARNED	ALLOWABLE PERCENT OF THE LUMP SUM PRICE FOR MOBILIZATION (*)
5	25
10	50
25	75
100	100

**Pay Item No. 1.2 Maintenance of Traffic**

This Section consists of the maintaining of traffic within limits of the project for the duration of the construction period, in accordance with the requirements of FDOT Section 102 of the "Standard Specifications", as amended herein.

Access for all businesses and residents will need to be always maintained.

**No nighttime work will be allowed.**

Provisions will be made to provide access to large trucks for pick-up and delivery of materials during the construction period. The Contractor shall furnish, erect, and maintain all necessary traffic control and safety devices, in accordance with the Florida Department of Transportation "ROADWAY AND TRAFFIC DESIGN STANDARDS", applicable edition, and State of Florida's "MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION MAINTENANCE AND UTILITY OPERATIONS", applicable edition, and shall take all necessary precautions for the protection of the work and the safety of the public for duration of the construction period.

A Maintenance of Traffic (MOT) plan shall be submitted to the City, by the Contractor, and approved prior to beginning construction. This plan shall include all necessary signage

and dimensions. Reference the General Notes on the Drawings to view additional Maintenance of Traffic requirements.

The work specified under this Section shall include the furnishing, erection, and maintenance of all temporary traffic barricades of whatever type required, and for such duration as may be required, and shall include all materials and construction necessary for temporary connections and driveway maintenance. The Contract unit price for this item will be a lump sum unit price. Partial payments for maintenance of traffic will be limited to the overall percent of the work completed by the Contractor.

**Pay Item No. 1.3 - Erosion Control and Floating Turbidity Barrier**

Price shall include payment for all installation, maintenance, removal, and all other incidentals necessary to provide erosion and sediment control (within the project boundaries) as notated on the Drawings, as stated in provided permit documentation and as required by any local, state or Federal code, statute or ordinance. Daily debris removal from right of ways, easements and vehicle use areas, as required by the Drawings, shall be included in this pay item. Payment for this item shall be on a lump sum basis and shall include all necessary equipment, labor and materials to complete this pay item. The Contractor shall receive compensation for this item as stipulated in the below table.

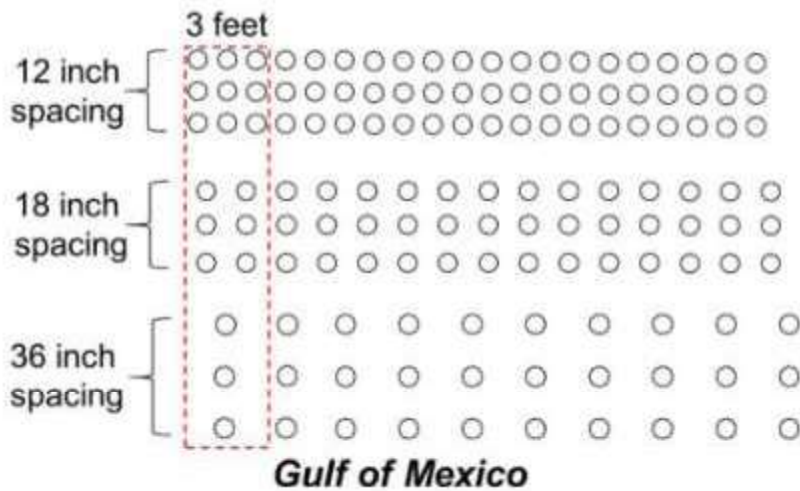
Contractor will be required to install a Turbidity Barrier for the duration of the project.

PERCENT OF ORIGINAL CONTRACT AMOUNT EARNED	ALLOWABLE PERCENT OF THE LUMP SUM PRICE FOR EROSION AND SEDIMENT CONTROL
5	25
10	50
25	75
100	100

**DUNE RESTORATION**

**Pay Item No. 2.1 - Sea Oats**

Recommendations for spacing of beach plants vary. For sea oats, place plants from 1 to 5 ft apart depending on plant size and the restoration objective. One strategy is to have a lower density closer to the water and higher density as the planting extends landward (Figure 19). The example shown here places plants about 36 in apart nearest the Gulf and then decreases spacing to 18 in, finally decreasing spacing to 12 in apart at the most landward portion of the planting as the rows of plants move away from the Gulf of Mexico. **Plant size will be what is commercially available.**



An example strategy for spacing of dune restoration plantings. Begin with a lower density and wider spacing closer to the water; end with a higher density and closer spacing as the planting extends landward. Credit: Ashlynn Smith, UF/IFAS

**Recommended Planting Depth** Dune plants are quite tolerant of deeper burial in the sandy beach soil. In fact, planting too shallow is the most common cause of plant death. The top layer of the quartz sand of the Florida Panhandle dries very quickly after rain. Moisture increases with depth, and deep planting allows the roots to stay in contact with the moisture as they grow into the sand. Sea oats and bitter panicgrass should be planted so that the top of the root ball is at least 6 in below the beach surface. If transplants have short leaves, plant to a depth where at least 3 in of the foliage is above the beach surface. For other beach grasses and herbaceous and woody plants, place the rootball deep enough to access the available soil moisture. Note how the dry sand above the moist sand can easily be identified. This demonstrates how dry the upper 4–6 in of sand can be only 12 hours after a heavy rain.

**Payment.** The work performed and the materials furnished in accordance with this item and measured as provided will be paid for at the unit price bid for **each item** installed.

**Pay Item No. 2.2- Bitter Panicgrass**

**Spacing:** Plant potted plants and bare root plants in staggered rows 2-3 feet apart with plants 2 feet apart in each row. Bury unrooted stems end to end in trenches 4-6 inches deep and 2-3 feet apart leaving the top 6-10 inches of the stem exposed. Plant unrooted cuttings three to a hole in staggered rows 2-3 feet apart with holes 2 feet apart in each row. Depth: Place plants 8-10 inches or deeper in moist soil. **Plant size will be what is commercially available.**

**Payment.** The work performed and the materials furnished in accordance with this item and measured as provided will be paid for at the unit price bid for **each item** installed.

## GROINS

### Pay Item No. 3.0 – Construction of Groins

**Description.** This Item shall govern for furnishing and constructing a vinyl sheet pile retaining wall to hold the surrounding earth and construct to the lines and grades on the plans and in accordance with this item.

**Material.** All vinyl sheet piling shall be **Vanguard Vinyl** sheet piling Series **400**, or an engineer approved equal meeting the following requirements: The sheet piling shall be UV inhibited, impact modified, weatherable rigid vinyl, and meet the requirements of ASTM D 790, ASTM D 638, ASTM D 4216, and ASTM D 4226. The length of sheet piling furnished shall be as indicated on the plans or as authorized by the Engineer.

**Storing and Handling.** At all points, suitable precautions shall be taken to prevent breakage, splitting, warping, distortion or any damage that may cause the piling to be rejected. The piling shall be handled with nylon rope slings or by hand.

**Cut-Offs.** All sheet piling shall be driven to the elevations as shown on the plans. No cutoffs shall be allowed without prior approval of the Engineer.

## SUBMITTALS

A. Installation procedures

B. Shop drawings: for sheet piling will be required to be submitted appropriately for approval. The shop drawings shall include:

- a. sheet pile section properties
- b. pieces used to turn all required corners as indicated in the drawings

C. Pile driving equipment: Submit complete descriptions of sheet piling driving equipment, including hammers, power packs, driving helmets, cap blocks, pile cushions, leads, extractors, jetting equipment, and pre-boring equipment at least 30 days prior to commencement of work.

E. Manufacturer and Contractor qualifications.

F. Concrete Cap, fill 2 feet below top of sheet and remove sand as required; tooled the edge dome.

**Payment** shall be made for materials and WORK specified in connection with the construction of the components of the groins. Estimated quantities of the required materials are included in the bid schedule. Progress payments are based on the units identified in the bid schedule.

The groin connection will be for connection per all details on sheet 26 of 26. Seawall connection construction shall also include but not limited to removal of below grade obstructions, and isolation of excavation to ensure public safety.

**STS-10 GENERAL CONDITIONS**

GC.1 Prior to the Notice to Proceed, the contractor shall complete illicit discharge training. This is a new statewide requirement. At least one person who has received the training must be present at the construction site. There are a few options to receive the training:

1. The Florida Department of Environmental Protection is creating an online illicit discharge training program. If this course has been completed, please provide the certification numbers of the applicable personnel.

2. Other municipalities in Florida have the same requirement. Provide evidence that applicable personnel have received training through another municipality or source.

GC.2 The Contractor is responsible for all required groundwater testing which includes preliminary water samples to satisfy FDEP permit criteria. These results will be reviewed by the City prior to the commencement of dewatering activities. Any groundwater treatment required as a result of permit sampling for discharge purposes will be directed by and paid for by the City. The Contractor may or may not be involved with treatment should it become necessary.

GC.3 **No work** will be permitted between the hours of 7 P.M. & 7:30 A.M.

GC.4 **During turtle Nesting Season conditions stated on the FDEP, ACOE permit conditions.**

# Request for Taxpayer Identification Number and Certification

Give Form **Item 14C.**  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1 Name</b> (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Custom Built Marine Construction Inc</b>	
<b>2 Business name/disregarded entity name</b> , if different from above	
<b>3 Check appropriate box for federal tax classification</b> of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4 Exemptions</b> (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> Trust/estate
<b>Note:</b> 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 <b>not</b> 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.	
<input type="checkbox"/> Other (see instructions) ▶ _____	Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5 Address</b> (number, street, and apt. or suite no.) See instructions. <b>3119 Hammond Road</b>	<b>Requester's name and address</b> (optional)
<b>6 City, state, and ZIP code</b> <b>FortPierce,Florida 34946</b>	
<b>7 List account number(s) here</b> (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.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
6	5		0	1	8	3	4	2	2

## 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 01/01/2024
------------------	----------------------------	-------------------

## 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](http://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.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**CASWELL, STEVEN MARK**

CUSTOM BUILT MARINE CONSTRUCTION, INC.  
3119 HAMMOND RD  
FT PIERCE FL 34946

**LICENSE NUMBER: CGC1504917**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://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.

Contractor Name: Custom Built Marine Construction

Item 14C.

Evaluator: Allie Lollis

## BIDDERS CHECKLIST



### Bidder's Checklist RFP# 2023-14 Coastal Groin Restoration

- Proposal Form
- Bid Schedule Not added in Bid
- References
- Certificate of Insurance
- Performance Bond - Bid Bond
- Contract Agreement - not signed
- Proposal Form
- Contractor Profile
- Hold Harmless Agreement
- Sworn Statemen to Section 287.133(3)(a), Florida Statues, on Public Entity Crimes form
- Immigration Affidavit certification
- Bidder's Checklist
- Exhibit A Public Contracting and Environmental Crimes Certificate
- Exhibit B Drug Free Workplace Certificate
- Contractor Education & Training
- Coastal Groin List
- Bid Tabulation
- Maps
- Restoration Specifications

#### NOTES:

\$3,736,935.40

- We requested a performance Bond and only a Bid Bond was submitted.
- Contract agreement was submitted but not signed.



Contractor Name: Custom Built Marine Construction, LLC

Item 14C.

Evaluator: Megan Wefer

### BIDDERS CHECKLIST

\$3,736,935.40



#### Bidder's Checklist RFP# 2023-14 Coastal Groin Restoration

- Proposal Form
- Bid Schedule - not added in Bid
- References
- Certificate of Insurance
- Performance Bond - Bid Bond.
- Contract Agreement - included but not signed
- Proposal Form
- Contractor Profile
- Hold Harmless Agreement
- Sworn Statemen to Section 287.133(3)(a), Florida Statues, on Public Entity Crimes form
- Immigration Affidavit certification
- Bidder's Checklist
- Exhibit A Public Contracting and Environmental Crimes Certificate
- Exhibit B Drug Free Workplace Certificate
- Contractor Education & Training
- Coastal Groin List
- Bid Tabulation
- Maps
- Restoration Specifications

NOTES:

ITB 2023-14 requested a performance bond submittal  
included bid bond.

1. What type of work was done? Marine related?

Floating Dock, Trail / Boardwalk  
Dredging, etc.

2. Were they main contractors or sub-contractors?

Burkhardt was the prime contractor BUT custom Build  
(sub contractor) - main ones doing work.

3. How many crew members were on site?

15 - 20 people.

4. What was the price of the project?

\$5.3 million.

5. Did they finish the project on time?

yes - still wrapping up minor details

6. Did they finish the project on budget?

yes

7. What was the overall quality of the project?

Good marine company

8. Did you have any issues or conflicts with the crew, residents, or staff?

NO ISSUES.

9. Would you hire the company again?

yes!

1. What type of work was done? Marine related?

Built Wetland Boardwalk

2. Were they main contractors or sub-contractors?

Main

3. How many crew members were on site?

~~950,000~~ 5 give or take

4. What was the price of the project?

\$950,000

5. Did they finish the project on time?

yes - with time extension  
mutal agreement.

6. Did they finish the project on budget?

yes

7. What was the overall quality of the project?

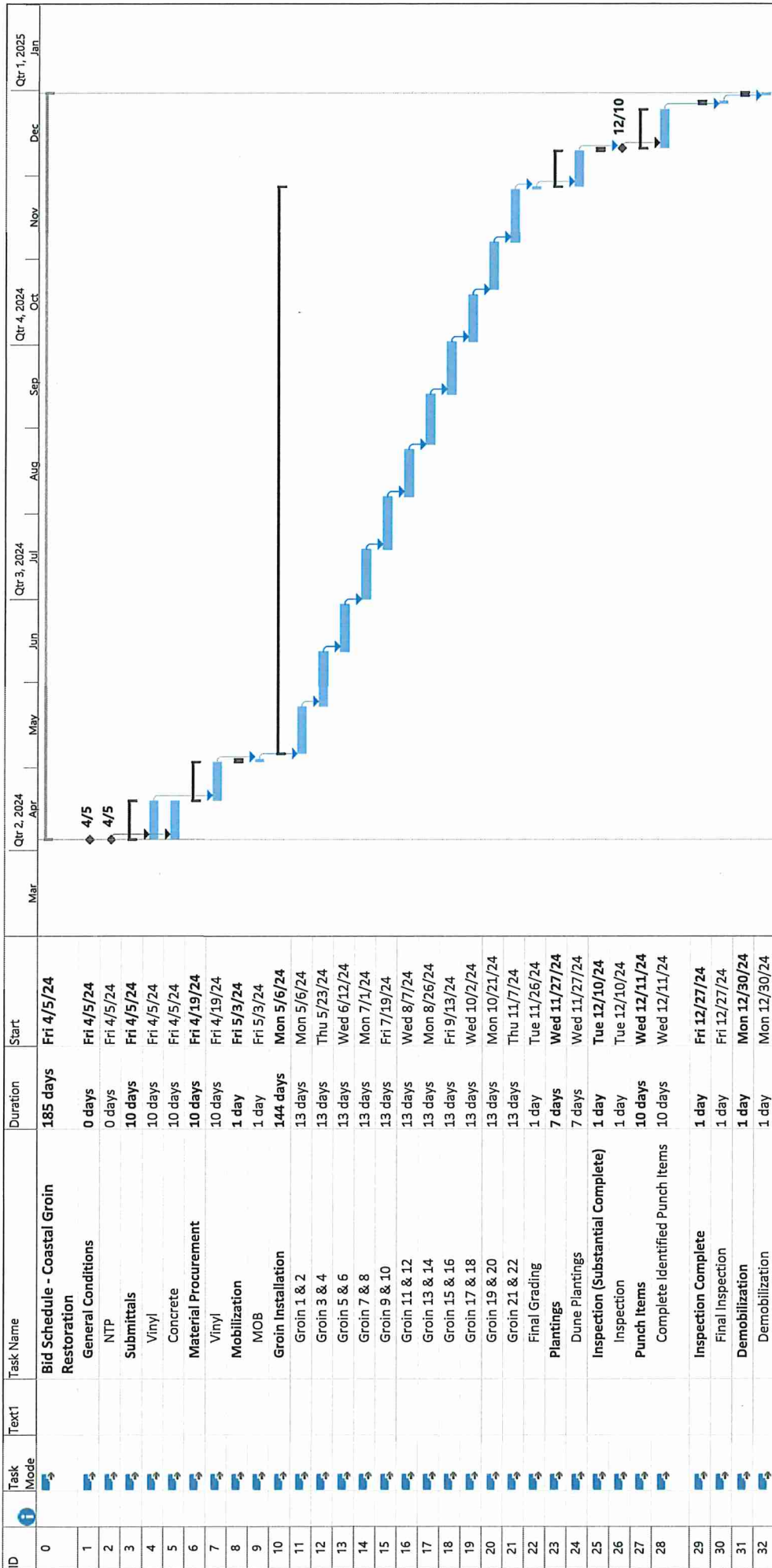
Acceptable...  
material issues.

8. Did you have any issues or conflicts with the crew, residents, or staff?

NO.

9. Would you hire the company again?

yes...  
(seemed hesitant)



Project: Bid Schedule - Coastal  
Date: Thu 2/8/24

Task Legend:

- Task: Solid blue bar
- Split: Dotted blue bar
- Milestone: Diamond symbol
- Summary: Bracket symbol
- Project Summary: Light blue bar
- Inactive Task: Light blue bar with diagonal lines
- Inactive Milestone: Diamond symbol with diagonal lines
- Inactive Summary: Bracket symbol with diagonal lines
- Manual Task: Light blue bar with vertical lines
- Duration-only: Light blue bar with horizontal lines
- Manual Summary Rollup: Light blue bar with vertical lines
- Manual Summary: Light blue bar with horizontal lines
- Start-only: Light blue bar with vertical lines
- Finish-only: Light blue bar with horizontal lines
- External Tasks: Light blue bar with vertical lines
- External Milestone: Diamond symbol with vertical lines
- Deadline: Green arrow
- Progress: Blue bar with vertical lines
- Manual Progress: Blue bar with horizontal lines

Provide at least three or more professional business references with which you have contracted to provide similar services in the past five years. Include the name of the person, their organization and telephone number. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five years.

This section may contain information regarding your firm's ability to complete the project. Demonstrate that the firm's personnel have experience in similar projects. Ensure to list the number of crews that will be available during the project.

City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid proposals as it deems to be in the best interests of the city.

References

1. Drew Groft- Paradise Beach Club  
-(321)-313-9770  
- Large seawall project Coastal
2. Town Of Jupiter- Scott Porkorny (561) 693-8506  
17403 Central Blvd  
Jupiter, FL 33458  
-Large Municipal demo and grading project
3. Aruba Condominium Association  
Gerard Gallenberger- (920) 698-2558  
Largest Coastal seawall in Daytona Beach Shores
4. City of Port St Lucie- David Epperson (772) 418-6886  
depperson@cityofpsl.com  
City Wide concrete contract
5. David Townsend (609) 760-9722  
Hobe Sound FL- Large coastal seawall
6. Sandpiper Condominium Satellite Beach FL  
Dolores Melton (904) 651-2074  
Large Coastal Seawall

SECTION 2. REFERENCES & QUALIFICATIONS

SECTION 4. PERFORMANCE BOND

Include in proposal an approved Certificate of Insurance furnished by the contractor's carrier to guarantee the contractor is insured.

The Contractor must file with the City of Madera Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder with the following minimum coverage:

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 Madera 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

SECTION 3. CERTIFICATE OF INSURANCE

INSURANCE

Madetra Beach 300-Municipal Drive City of Madetra Beach		FL 33708 AUTHORIZED REPRESENTATIVE 
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
<b>CANCELLATION</b>		

INSURANCE		TYPE OF INSURANCE		ADDRESS		POLICY NUMBER		POLICY EFF. DATE		POLICY EXP. DATE		LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCURS <input type="checkbox"/> MARINE CONTRACTOR'S LEGAL <input checked="" type="checkbox"/> MARINE GENERAL LIABILITY	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC	OTHER:				ZOL-16P56162-23-ND	05/22/2023	05/22/2024			EACH OCCURRENCE	\$ 1,000,000
												DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCURS	<input type="checkbox"/> RETENTION \$									BODILY INJURY (Per person)	\$
												BODILY INJURY (Per accident)	\$
D	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N	<input type="checkbox"/> N/A	<input type="checkbox"/> N <input type="checkbox"/> Y	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			AVWCFL3200332023	08/01/2023	08/01/2024			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
												E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	PROTECTION & INDEMNITY DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						ZOH-16P56174-23-ND	05/22/2023	05/22/2024			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
												E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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.

INSURANCE: INSURER A: Travelers Property & Casualty Company  
 INSURER B:  
 INSURER C:  
 INSURER D: American Interstate Ins Co  
 INSURER E: Travelers Property & Casualty Company  
 INSURER F:

PRODUCER: Kelly White & Associates Insurance, LLC  
 1622 Hickman Road  
 Jacksonville FL 32216

INSURED: BDI Marine Contractors, LLC  
 11718 SE Federal Hwy #222  
 Hobe Sound FL 33455

REVISION NUMBER: BDM124020609580849  
 CERTIFICATE NUMBER: BDM124020609580849

ACORD 25 (2014/01)

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**CITY OF MADEIRA BEACH**  
 300 Municipal Drive  
 Madeira Beach, FL 33708

**AUTHORIZED REPRESENTATIVE**  
*[Signature]*

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

**CANCELLATION**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	OTHER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> JECT <input type="checkbox"/> LOC						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						
	ANY AUTO						
	ALL OWNED AUTOS						
	SCHEDULED AUTOS						
	NON-OWNED AUTOS						
	HIRED AUTOS						
	UMRELLA LIAB						
	OCCUR						
	EXCESS LIAB						
	CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N						
	(Mandatory in NH)						
	DESCRIPTION OF OPERATIONS below						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						
	E.L. EACH ACCIDENT \$						
	PER						
	STATUTE						
	OTH						
	AGGREGATE						
	EACH OCCURRENCE						
	COMBINED SINGLE LIMIT \$						
	BODILY INJURY (Per person)						
	1,000,000						
	BODILY INJURY (Per accident)						
	1,000,000						
	PROPERTY DAMAGE (Per accident)						
	1,000,000						
	PRODUCTS - COMP/OP AGG						
	GENERAL AGGREGATE						
	PERSONAL & ADV INJURY						
	MED EXP (Any one person)						
	DAMAGE TO RENTED PREMISES (Ea occurrence)						
	EACH OCCURRENCE						

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.

**COVERAGES**

**REVISION NUMBER:**

**CERTIFICATE NUMBER:**

**PRODUCER:**  
 Hagar Insurance Agency, Inc.  
 224 S. Old Dixie Hwy # 1  
 Jupiter, FL 33458

**INSURED:**  
 BDI Marine Contractors, LLC  
 11718 SE Federal Hwy #222  
 Hobe Sound, FL 33455-5303

**INSURER A:** State Farm Mutual Automobile Insurance Company  
 NAIC # 26178

**INSURER B:**

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**CONTACT:** Hagar Insurance Agency, Inc.  
 NAME: Hagar Insurance Agency, Inc.  
 PHONE No.: 561-575-0092  
 FAX No.: 561-747-3007  
 E-MAIL: [Redacted]  
 ADDRESS: [Redacted]

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

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.

DATE (MM/DD/YYYY) 02/06/2024

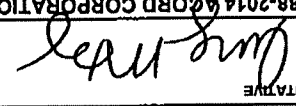
**CERTIFICATE OF LIABILITY INSURANCE**





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 1001486 132849.9 02-04-2014

AUTHORIZED REPRESENTATIVE 	City of Madeira Beach 300 Municipal Drive Madeira Beach, FL 33708
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**CANCELLATION**

**CERTIFICATE HOLDER**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	OTHER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						
	AUTOMOBILE LIABILITY						
	ANY AUTO						
	ALL OWNED AUTOS						
	SCHEDULED AUTOS						
	NON-OWNED AUTOS						
	HIRE AUTOS						
	UMBRELLA LIAB						
	EXCESS LIAB						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	OFFICER/DIRECTOR/EXECUTIVE AND PROPRIETOR/PARTNER/EXECUTIVE (Mandatory in NH)						
	Y/N <input type="checkbox"/> N/A						
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
	E.L. DISEASE - POLICY LIMIT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. EACH ACCIDENT \$						
	PER STAUTE ER						
	AGGREGATE						
	EACH OCCURRENCE						
	COMBINED SINGLE LIMIT						
	BODILY INJURY (Per person)						
	BODILY INJURY (Per accident)						
	PROPERTY DAMAGE (Per accident)						
	PERSONAL & ADV INJURY						
	GENERAL AGGREGATE						
	PRODUCTS - COMP/OP AGG						
	MED EXP (Any one person)						
	DAMAGE TO RENTED PREMISES (Ea occurrence)						
	EACH OCCURRENCE						

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.

**REVISION NUMBER:**

**CERTIFICATE NUMBER:**

**COVERAGES**

INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178 CONTACT: Hagar Insurance Agency, Inc. NAME: Hagar Insurance Agency, Inc. PHONE: 561-575-0092 FAX: 561-747-3007 E-MAIL: [Redacted] ADDRESS: [Redacted]	PRODUCER Hagar Insurance Agency, Inc. 224 S. Old Dixie Hwy # 1 Jupiter, FL 33458 INSURED BDI Marine Contractors, LLC 11718 SE Federal Hwy #222 Hobe Sound, FL 33455-5303
---	---

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

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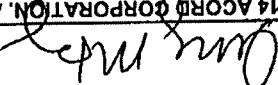
DATE (MM/DD/YYYY)  
02/06/2024

**CERTIFICATE OF LIABILITY INSURANCE**



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 1001486 132849.9 02-04-2014

AUTHORIZED REPRESENTATIVE 	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.	
CANCELLATION	

CERTIFICATE HOLDER		DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under (Mandatory in NH)		N/A	
COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>		AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>	
UMBRELLA LIAB CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>		J37 6593-F-29-59 12/29/2023 12/29/2024	
EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> RETENTIONS <input type="checkbox"/>		BODILY INJURY (per person) \$ 1,000,000 BODILY INJURY (per accident) \$ 1,000,000 PROPERTY DAMAGE (per accident) \$ 1,000,000	
EACH OCCURRENCE AGGREGATE		DAMAGE TO RENTED PREMISES (ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADVY INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (ea accident) \$	
E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		LIMITS POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	

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.

REVISION NUMBER:		CERTIFICATE NUMBER:	
INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 26178		INSURED: BDI Marine Contractors, LLC 11718 SE Federal Hwy #222 Hobe Sound, FL 33455-5303	
CONTACT NAME: Hagar Insurance Agency, Inc. PHONE (A/C, No. Ext): 561-575-0092 FAX (A/C, No.): 561-747-3007 E-MAIL ADDRESS:		PRODUCER: Hagar Insurance Agency, Inc. 224 S. Old Dixie Hwy # 1 Jupiter, FL 33458	

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 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).



DATE (MM/DD/YYYY)  
 02/06/2024

CERTIFICATE OF LIABILITY INSURANCE

The Bidder shall, if awarded the contract, enter into a written Contract with the City of Madeira Beach, Florida, and furnish a Contract Performance Bond in an amount equal to One Hundred Percent (100%) of the bid for the performance of said Contract. Said Performance Bond shall be furnished within 10 consecutive calendar days after written notice being given of the award of the Contract.

And the said Contractor and Surety hereby fully protect the said Owner against or which the Owner may be called upon to pay to any person or corporation by reason of any damages arising from the performance of said work, or of the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Contractor or his agents, or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done; as aforesaid, or otherwise.

And the said Contractor and Surety further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor material furnished for the work, embraced by said Contract.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications.

IN TESTIMONY, WHEREOF, witness the hands and seals of the parties hereto this 7 day of February, 2024.

BDM Marine Contractors LLC  
 CONTRACTOR

By: [Signature]  
 Stephen Zipp, President

\_\_\_\_\_  
 SURETY

By: \_\_\_\_\_  
 ATTORNEY-IN-FACT

ATTEST: \_\_\_\_\_

WITNESS: \_\_\_\_\_

COUNTERSIGNED: \_\_\_\_\_

February 7, 2024

TO: City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

RE: BDI Marine Contractors, LLC  
Coastal Groin Restoration RFP# 2023-14

BDI Marine Contractors, LLC has been approved for bonding for single projects in the amount of \$3,500,000. Consideration for larger limits will be evaluated on a case-by-case basis, provided all underwriting conditions have been met. Additional capacity will be considered, upon request.

Naturally, the Surety reserves the right to perform its normal underwriting at the time of any bond request. This process includes (without limitation) review of the relevant contract documents, bond forms, and project financing, and can be significantly impacted by the time frame and circumstances of any given bond request. It should be understood that any arrangement for surety bonds is strictly between the Surety and BDI Marine Contractors, LLC and the Surety has no liability to any party if, at any time, it chooses not to approve a bond for any reason. Additionally, the Surety assumes no liability to you or any third parties by issuance of this letter.

Great Midwest Insurance Company is listed on the U.S. Treasury Department's Listing of Approval Sureties, with an Underwriting Limitation of \$25,931,000, and is rated A- (Excellent), with an asset size of IX, by A.M. Best Company.

Please don't hesitate to contact me with any questions.

Regards,

*Paul Abrams*

Paul Abrams  
Assistant Vice President-Contract Surety-SBA  
Skyward Specialty Insurance / Great Midwest Insurance  
Company – 727-709-4973  
pabrams@skywardinsurance.com

Government agencies, departments and municipalities the bid prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the Government agencies, departments and municipalities the bid prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the

16. Provision for other agencies: unless otherwise stipulated by the bidder, the bidder agrees to make available to all delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested.

15. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly and to bind Vendor to the terms hereof.

14. Vendor hereby acknowledges that the person executing this agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

13. The prevailing party in any action to enforce or interpret this agreement shall be entitled to reasonable attorneys fees incurred through all appellate proceedings.

12. This document embodies the entire agreement of the parties. There are no promises, terms, conditions, or representations binding on either party here to, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This agreement shall be construed according to the laws of Florida, and venue for any action arising here from shall be in Pinellas County, Florida.

11. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

10. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this agreement, whether caused in part by the City or not.

9. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000 satisfactory to the City Manager of City, naming the City as additional insured and providing coverage up through and including the final performance of any services provided hereunder. Vendor and all of Vendor's subcontractors shall maintain in full force and affect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this agreement and at such other times requested by the City.

8. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of \_\_\_\_\_ months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

7. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

6. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of \_\_\_\_\_ months from final delivery, including all parts and labor associated with said repairs.

5. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$ \_\_\_\_\_, as full consideration for the goods or services provided hereunder.

3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

2. Vendor shall deliver the goods, or provide the services, described herein no later than \_\_\_\_\_.

1. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.

WHEREAS, this agreement has been properly approved by the appropriate authority of the City and the Vendor. NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement; and

WHEREAS, City is desirous of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement; and

WHEREAS, City is desirous of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement; and

WHEREAS, City is desirous of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

SECTION 5. CITY OF MADEIRA BEACH, FLORIDA PURCHASING AGREEMENT  
RFP# 2023-14 Coastal Groin Restoration

THIS AGREEMENT is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the CITY OF MADEIRA BEACH, FLORIDA (hereinafter "CITY") and \_\_\_\_\_ (hereinafter "VENDOR"), as follows:

legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

As to Vendor:

As to City  
Robin Gomez  
City Manager  
City of Madeira Beach, Florida  
300 Municipal Dr.  
Madeira Beach, Florida 33708

17. To the extent that any terms in the attached proposal conflict with the terms of this agreement, the terms of this agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.  
18. The following sections, paragraphs or provisions of the attached proposal are hereby deleted from this agreement and shall be of no force or effect:

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

CITY OF MADEIRA BEACH, FLORIDA

BY

ROBIN GOMEZ, CITY MANAGER

Vendor

BY

NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

CITY CLERK

- 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

1	2/2/2024
2	2/6/2024
3	1/22/2024

Addendum No.

Addendum Date

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.

In submitting this Bid, Bidder represents that:

**BIDDER'S REPRESENTATIONS**

**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." The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Proposal or in the Contract to be entered into; that this Proposal or Contract is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

Name of Person Submitting Proposals \_\_\_\_\_ Stephen Zippi

Name of "CONTRACTOR" Submitting Proposals \_\_\_\_\_ BDI Marine Contractors, LLC





RFP Number 2023-14 Check if exception(s) or deviation(s) to specification(s) to detailing reason and type for the exception or deviation. Attach separate sheet(s) detailing

Date 2/6/2024

Signature 

- F. Bidder does not consider that any further examinations, investigations, 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.
- L. The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of Madera Beach "Coastal Groin Restoration"



Blank lines for text entry.

If yes, include a detailed explanation.

YES

NO

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

Under what other name(s) has your firm operated: N/A

Length of time your firm has provided services to governmental clients: 6 years.

Length of time the Contractor has been doing business under this name in Florida: 6 years.

Number of people in your organization: 45

Office Location: 354 S Cypress Dr Unit 4 Tequesta, FL 33469

Expiration Date: 8/31/2025 Unique Entity ID: FIN: 83-1324528

Contractor License Number: CGC1528016

Other Describe: Florida

- Corporation
Partnership
Individual
Joint Venture

Circle one of the following:

Submitted by (Company Name): BDI Marine Contractors, LLC

SECTION 7, "CONTRACTOR" PROFILE

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

Project Name

RFP# 2023-14 Coastal Groin Restoration

Date

2/7/24

Contractor/ "CONTRACTOR"- Printed Name

Stephen Zippi

Signature



T

to abide by all insurance requirements.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and

representative requesting the service.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY"

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

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.

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.

SECTION 8. HOLD HARMLESS AGREEMENT

SECTION 9. 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 Madera Beach By Stephen Zippl, President

(Print individual's name and title) For BDI Marine Contractors, LLC

(Print name of entity submitting sworn statement)

whose business address is 11718 SE Federal Hwy #222 Hobe Sound, Fl 33455

(FBI Employer Identification Number (EIN) is 83-1324528

and (if applicable) its Federal

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,

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

d. Based on information and belief, the statement which I have marked below is true in relation to the entity

management of an entity.

X 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

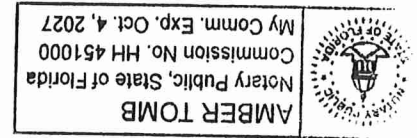
an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989.

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)



This document must be completed and returned with your submission.

(seal)

My Commission Expires Oct. 4, 2027

Signature of Notary

Amber Tomb

(Specify Type of Identification)

Personally Known  or Produced Identification

Sworn to and subscribed before me this 7 day of February 2021

County of: Martin

State of: Florida

Date Signed

2/7/21

Authorized Signature

[Signature]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY ID ENTITLED 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.

SECTION 10. 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) submissions. 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: BDI Marine Contractors, LLC

Print Name: Stephen Zippl

Title: President

Date: 2/7/24

Signature: 

State of: Florida

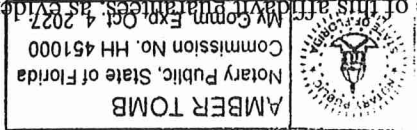
County of: Martin

Sworn to and subscribed before me this 7 day of February, 2024

Personally Known  or Produced Identification \_\_\_\_\_

Signature of Notary: Amber Tomb

My Commission Expires: 04-11-2027



The signer 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.

This document must be completed and returned with your submission.



Type text here

SECTION 12. 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 Stephen Zippi, President  
[print individual's name and title]

for BDI Marine Contractors, LLC

[print name of entity submitting sworn statement]

whose business address is: 11718 SE Federal Hwy #222 Hobe Sound, Fl 33455

and Federal Employer Identification Number (FEIN) is 83-1324528, 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:

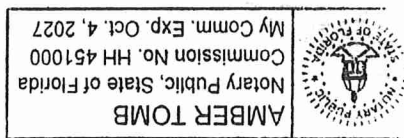
1. been convicted of bribery or attempting to bribe a public officer or employee of the city, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's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

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.

This document must be completed and returned with your submission.



My Commission Expires Oct 4, 2027

Signature of Notary

Amber Tomb  
 (Specify Type of Identification)

Personally Known  or Produced Identification

Sworn to and subscribed before me this 7 day of February, 2021

County of: Martin

State of: Florida

Date Signed

Authorized Signature

**SECTION 13. 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 Stephen Zippl, President

[print individual's name and title]

for BDI Marine Contractors, LLC

[print name of entity submitting sworn statement]

whose business address is: 11718 SE Federal Hwy #222 Hobe Sound, Fl 33455 and (if applicable)

its Federal Employer Identification Number (FEIN) is 83-1324528 (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.

(3) 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.

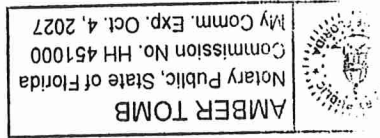
(6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

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.



This document must be completed and returned with your submission.



My Commission Expires 04.11.2027

(Specify Type of Identification)  
Amber Tomb

Signature of Notary

Personally Known  or Produced Identification

Sworn to and subscribed before me this 17 day of February, 2024

County of: Martin

State of: Florida

Date Signed

[Signature]  
Authorized Signature  
2/17/24

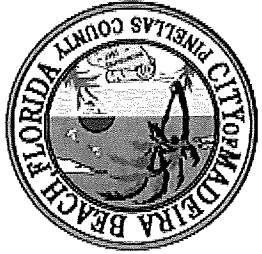
**Signatory Requirement.** In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall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

- (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).
- (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

The City of Madeira Beach reserves the right to reject any or all proposals or parts of proposals or to accept any proposal or part thereof deemed to be in the best interest to the City of Madeira Beach. The City of Madeira Beach also retains the right of selecting separate contractors for any particular repair items, if applicable.

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- Bidder's Checklist RFP# 2023-14 Coastal Groin Restoration
- Proposal Form
- Bid Schedule
- References
- Certificate of Insurance
- Performance Bond
- Contract Agreement
- Proposal Form
- Contractor Profile
- Hold Harmless Agreement
- Sworn Statemen to Section 287.133(3)(a), Florida Statues, on Public Entity Crimes form
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- Exhibit B Drug Free Workplace Certificate
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- Coastal Groin List
- Bid Tabulation
- Maps
- Restoration Specifications



SECTION 11. BIDDERS CHECKLIST

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-Delaware County Community College  
Survey and Mapping

-Cantstink Helical training 2023  
Certified helical installer  
-Patriot Foundation Piles  
Certified pile driving

-Gold Coast Schools 2014  
Business Finance course  
Trade Knowledge

11718 SE FEDERAL HWY  
UNIT 222  
HOBE SOUND FL 33455

BDI MARINE CONTRACTORS  
LICENSE NUMBER: CGC1528016  
EXPIRATION DATE: AUGUST 31, 2024

ZIPPI, STEPHEN P

\*Submit copy of this Groin list with your bid. Itemized pricing is required.

**SECTION 15. COASTAL GROIN LIST**

**This document must be completed and returned with your submission.**

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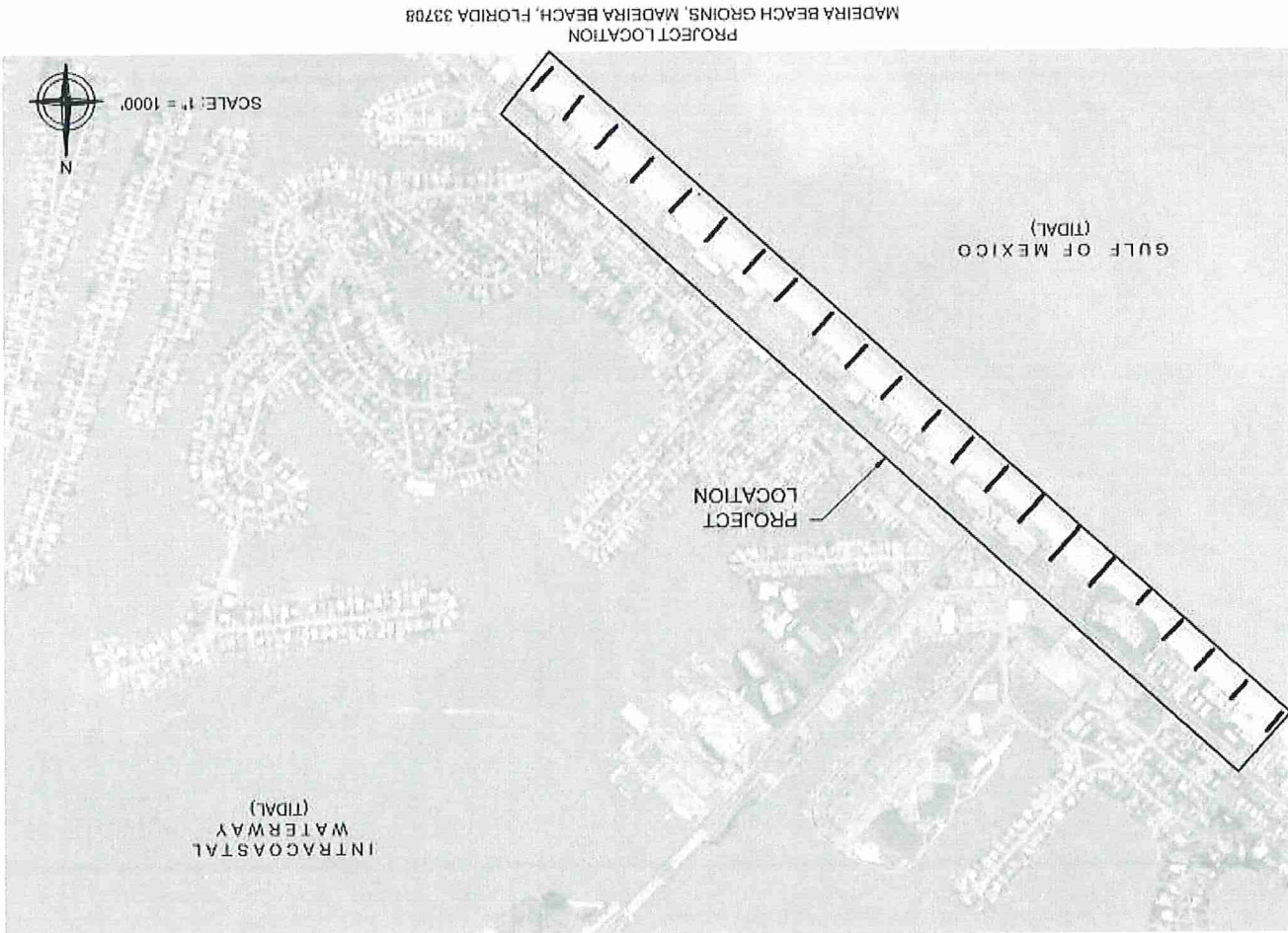
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**SECTION 16. BID TABULATION**

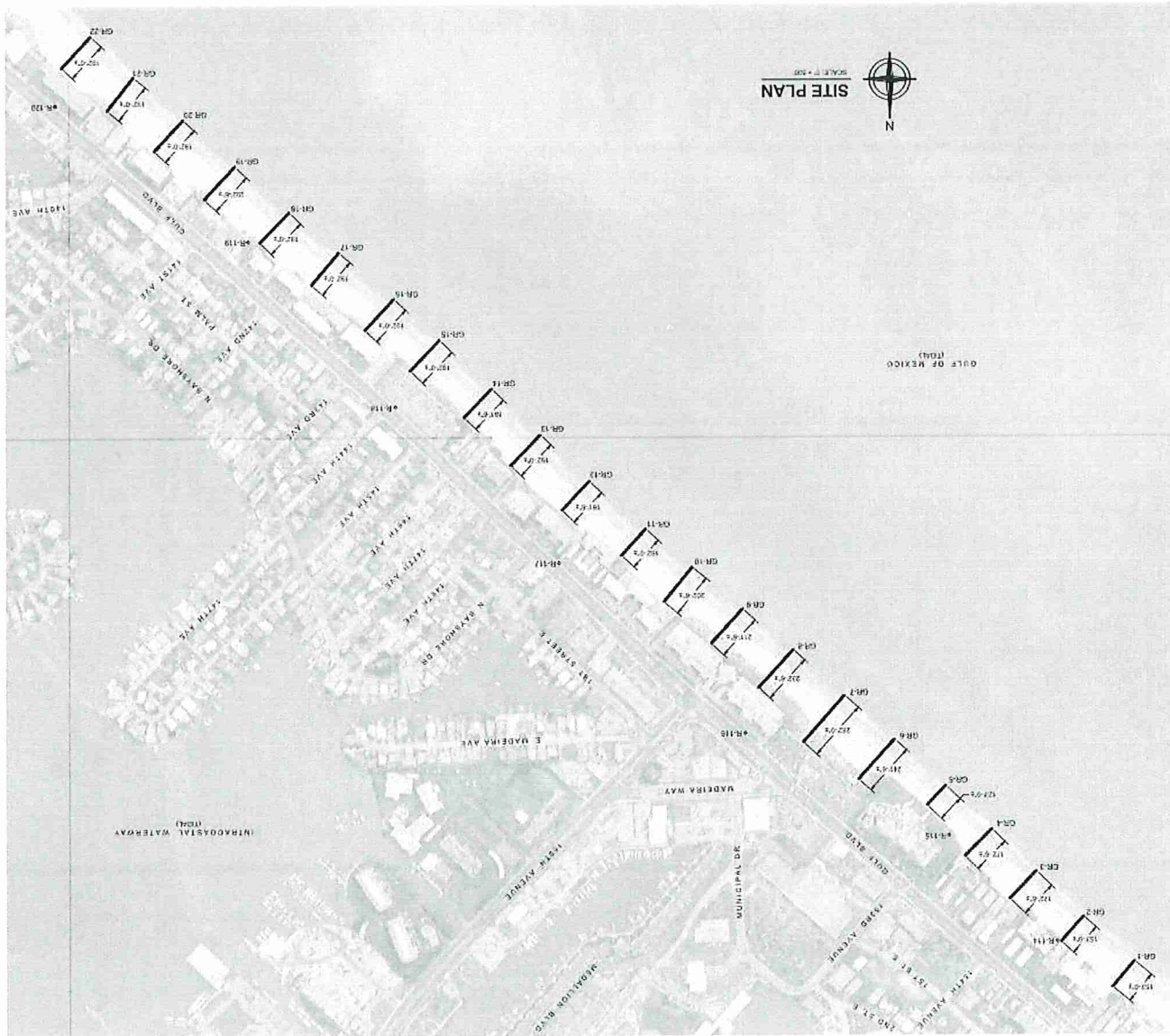
•EXISTING CONCRETE H-PILE AND SLABS TO REMAIN (SIZE VARIES;DEPTH UNKNOWN).  
 •VINYL SHEET PILE (EACH SIDE OF EXISTING GROINS).  
 •COMPACTED SANDS BETWEEN WALLS.  
 •TOP OF PROPOSED SHEET PILE TO BE 6" ABOVE EXISTING GROIN ELEVATION.  
 •SHEETS - VINYL SHEET PILE (VANGUARD HD) (SEE GROIN PROFILES FOR SHEET LENGTHS).  
 •SHEETS FBC 2020 - 7TH EDITION- ANY INCIDENTAL WORK TO RESTORE EXISTING GROINS.  
 MATERIAL, LINEAR FOOT OF INSTALLED SHEET PILES INCLUDES:  
 1. CONCRETE - 5000 PSI (FILLER AND CAP) AT 28 DAYS. (CONCRETE FILLER TO BE POURED TO 2.0' BELOW TOP OF PROPOSED SHEET PILE).  
 2. THRU BOLTS - 3/4" S.S. ALL THREAD W/ 4"X4" S.S. PLATE WASHERS AND NUT (EACH SIDE). 3/6" O.C +/- AT INTERIOR CORRUIGATIONS OF BOTH SHEET PILES.

MOBILIZATION & SITE PREPARATION		UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)				
1.1	Mobilization	LS	1	\$ 260,000.00	\$	260,000.00			
1.2	Maintenance of Traffic	LS	1	\$ 30,000.00	\$	30,000.00			
1.3	Position Control and Floating Turbidity	LS	1	\$ 20,000.00	\$	20,000.00			
Subtotal Mobilization									
2.0 BID ITEM		UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)				
2.1	Sea Oats (Uniola paniculate), 1.5' OC @ 5,000 SF	EA	2,300	4.1	\$	9,430.00			
2.2	Bitter Panicgrass (Panicum amarum), 2.5' OC @ 5,000 SF	EA	900	3.1	\$	2,790.00			
Subtotal Dune Restoration									
3.0 Groin #		Linear Feet	9' Sheets	UNIT PRICE (\$)	12' Sheets	UNIT PRICE (\$)	15' Sheets	UNIT PRICE (\$)	TOTAL (\$)
1	153.0 +/-	144	485	9	696	810	\$	76,104.00	
2	153.0 +/-	153	485	-	696	810	\$	74,205.00	
3	172.6 +/-	153	485	20	696	810	\$	88,125.00	
4	172.6 +/-	77	485	81	696	810	\$	105,871.00	
5	123.0 +/-	6	485	87	696	810	\$	87,762.00	
6	241.6 +/-	165	485	77	696	810	\$	133,617.00	
7	282.0 +/-	120	485	90	696	810	\$	179,160.00	
8	232.6 +/-	42	485	156	696	810	\$	157,296.00	
9	211.6 +/-	69	485	95	696	810	\$	138,465.00	
10	202.6 +/-	53	485	92	696	810	\$	137,527.00	
11	162.0 +/-	12	485	92	696	810	\$	117,642.00	
12	181.6 +/-	57	485	89	696	810	\$	118,749.00	
13	192.0 +/-	105	485	87	696	810	\$	111,477.00	
14	181.6 +/-	96	485	86	696	810	\$	106,416.00	
15	192.0 +/-	51	485	96	696	810	\$	128,001.00	
16	192.0 +/-	68	485	98	696	810	\$	123,058.00	
17	192.0 +/-	109	485	83	696	810	\$	110,633.00	
18	192.0 +/-	192	485	-	696	810	\$	93,120.00	
19	202.6 +/-	149	485	54	696	810	\$	109,849.00	
20	192.0 +/-	185	485	8	696	810	\$	95,293.00	
21	192.0 +/-	134	485	59	696	810	\$	106,054.00	
22	192.0 +/-	192	485	-	696	810	\$	93,120.00	
Subtotal Groins Restoration									
\$ 2,491,544.00									
Subtotal 1.0-3.0									
\$ 2,813,764.00									
Contingency 10%									
\$ 281,376.40									
Total Price									
\$ 3,095,140.40									



SECTION 17. MAPS

*Handwritten signature or initials in blue ink.*





THE CONTRACTOR SHALL FURNISH, INSTALL & MAINTAIN TURBIDITY CONTROL BARRIERS AROUND THE WORK AREA AS NECESSARY. THE PURPOSE OF THE BARRIER IS TO AVOID ANY DEBRIS FROM GOING INTO THE MAIN WATERS. THE CONTRACTOR HAS THE OPTION TO ENCLOSE THE ENTIRE WATER SIDE OF THE SITE, WITHIN THE LIMITS OF DISTURBANCE, OR TO INSTALL & MOVE THE BARRIER IN STAGES. THE CONTRACTOR

**TURBIDITY BARRIERS**

THE CONTRACTOR SHALL FURNISH A CERTIFICATE TO THE ENGINEER ATTESTING THAT THE MATERIALS MEET ALL THE REQUIREMENTS CONTAINED HEREIN AND THAT THE SYSTEM SUBMITTED HAS BEEN SUCCESSFULLY USED BY CITY, STATE OR FEDERAL AGENCIES FOR A MINIMUM OF FIVE YEARS.

**CERTIFICATION AND MATERIAL TESTS**

3/4" S.S. ALL THREAD W/ 4"X4" S.S. PLATE WASHERS AND NUT (EACH SIDE), 3/6" O.C +/- AT INTERIOR CORRUPTIONS OF BOTH SHEET PILES. S.S. THRU BOLT W/ PLATE WASHER AND NUT (EACH END) @ 24" O.C. SPACING TO 2.0' BELOW GRADE.

**BOLTS & ACCESSORIES:**

5000 PSI (FILLER AND CAP) AT 28 DAYS. (CONCRETE FILLER TO BE POURED TO 2.0' BELOW TOP OF PROPOSED SHEET PILE) CONCRETE FOR THE CAP WILL BE 5000 PSI (MIN.) WITH PEA GRAVEL FOR PUMPING. SLUMP WILL BE IN THE 4"-5" RANGE AT POINT OF PLACEMENT WITH THE CONCRETE VIBRATED. IF THE OWNER/CITY CHOOSES TO REQUIRE TEST CYLINDERS (THE CONTRACTOR WILL ARRANGE FOR 3 CONCRETE CYLINDERS TO BE TAKEN FOR EACH TRUCK BATCH AND TESTED WITH THE RESULTS SENT TO FOSTER CONSULTING (7-DAY, 28-DAY, 1 EXTRA). CAP FORMS WILL BE WOOD OR STEEL OR SIMILAR FORMS USED ON THE BOTTOM OF THE CAP FOR A FULL CONCRETE CROSS-SECTION. THE VOID NEED BETWEEN THE EXISTING SLABS AND NEW SHEETS WILL BE THE POURED WITH 3000 PSI CONCRETE FILLER TO OR NO HIGHER THAN THE BOTTOM OF THE NEW CAP ELEVATION.

**CONCRETE:**

SHEETS ARE TO BE SET AND DRIVEN FULL LENGTH WITH NO CUTOFFS UNLESS DIRECTED IN WRITING BY THE ENGINEER.

- TENSILE STRENGTH ASTM-D638
- FLEXURAL STRENGTH ASTM-D790
- MODULUS OF ELASTICITY STM-D790
- NOTCHED IZOD IMPACT ASTM-D256
- HEAT DEFLECTION TEMPERATURE ASTM-D648

VINYL SHEET Z PILE (VANGUARD HD) (SEE GROIN PROFILES FOR SHEET LENGTHS).

**SHEETING:**

**MATERIALS**

**SECTION 18. PILE PROTECTION SYSTEM SPECIFICATION**

SHOP DRAWINGS, SHOWING LOCATIONS OF STANDOFF SPACERS, METHOD OF FASTENING JACKET FORM TO PILING, SEALING THE JACKET AFTER INSTALLATION, AND BRACING DURING PLACEMENT OF MATERIALS IN THE ANNULAR SPACE BETWEEN THE JACKET AND THE PILE, SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED FOR APPROVAL PRIOR TO ANY FIELD INSTALLATIONS.

**SHOP DRAWINGS**

THE CONTRACTOR SHALL PROCURE THE MANUFACTURER'S SERVICES TO PROVIDE ON-SITE TECHNICAL ASSISTANCE DURING THE INITIAL JACKETING INSTALLATION UNTIL BOTH THE ENGINEER AND THE OWNER ARE SATISFIED WITH THE PROCEDURE.

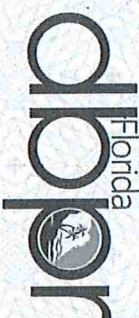
**TECHNICAL ASSISTANCE**

SHALL MAINTAIN SUCH BARRIERS AT ALL TIMES IN THE AREAS WHERE WORK IS IN PROGRESS UNLESS STRONG CURRENT PREVENTS THEIR DEPLOYMENT.  
TURBIDITY BARRIERS TO BE MANUFACTURED IN ACCORDANCE WITH FDOT ROADWAY & TRAFFIC DESIGN STANDARDS INDEX NO. 103.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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



**ZIPPI, STEPHEN P**

BDI MARINE CONTRACTORS  
11718 SE FEDERAL HWY

UNIT 222

HOBE SOUND FL 33455

LICENSE NUMBER: CGC1528016

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](http://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.



Provide at least three or more professional business references with which you have contracted to provide similar services in the past five years. Include the name of the person, their organization and telephone number. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five years.

This section may contain information regarding your firm's ability to complete the project. Demonstrate that the firm's personnel have experience in similar projects. Ensure to list the number of crews that will be available during the project.

City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid proposals as it deems to be in the best interests of the city.

**SECTION 2. REFERENCES & QUALIFICATIONS**

References

1. Drew Groff- Paradise Beach Club  
-(321)-313-9770  
- Large seawall project Coastal
2. Town Of Jupiter- Scott Forkorny (561) 693-8506  
17403 Central Blvd  
Jupiter, FL 33458  
-Large Municipal demo and grading project
3. Aruba Condominium Association  
Gerard Gallenberger- (920) 698-2558  
Largest Coastal seawall in Daytona Beach Shores
4. City of Port St Lucie- David Epperson (772) 418-6886  
depperson@cityofpsl.com  
City Wide concrete contract
5. David Townsend (609) 760-9722  
Hobe Sound FL- Large coastal seawall
6. Sandpiper Condominium Satellite Beach FL  
Dolores Melton (904) 651-2074  
Large Coastal Seawall

BDI will have multiple crews to work on this project, equipped with state of the art pile driving equipment that is owned by BDI.

Please See attached photographs that demonstrate competency driving vinyl sheet pile.



Sincerely,  
Stephen Zippi, President

We appreciate this opportunity to Bid, please reach out if any additional references or information is needed. We are eager to earn your business.

- BDI has staffed over 70 in house employees and completes most jobs in house with no use of subcontractors.
- BDI has a multitude of experience working on land and marine applications with everything in between.
- BDI has extensive coastal front seawall and marine construction experience. Specifically, beach front construction which is different than other types of construction. We understand dealing with winds, waves, shifting sands, and most importantly pedestrian traffic.
- BDI has assisted in many recent projects due to the hurricanes from Daytona Beach down to Satellite Beach.
- BDI owns all of its own equipment and said equipment is less than 3 years old. This eliminates any potential environmental disasters from leaky old equipment.
- BDI has a vast assortment of specialty attachments and tools needed for unknown encounters of different soil conditions and ground obstructions.
- All BDI equipment contains environmentally friendly oils in case of spills or leaks.
- BDI has an extensive team of qualified workers including Project Managers, Foreman, and Superintendents.

The team at BDI appreciates the opportunity to provide the Town of Madeira Beach with our bid package. We would like to point out some of the key qualifications that set BDI apart from its competition.

To Whom It May Concern,



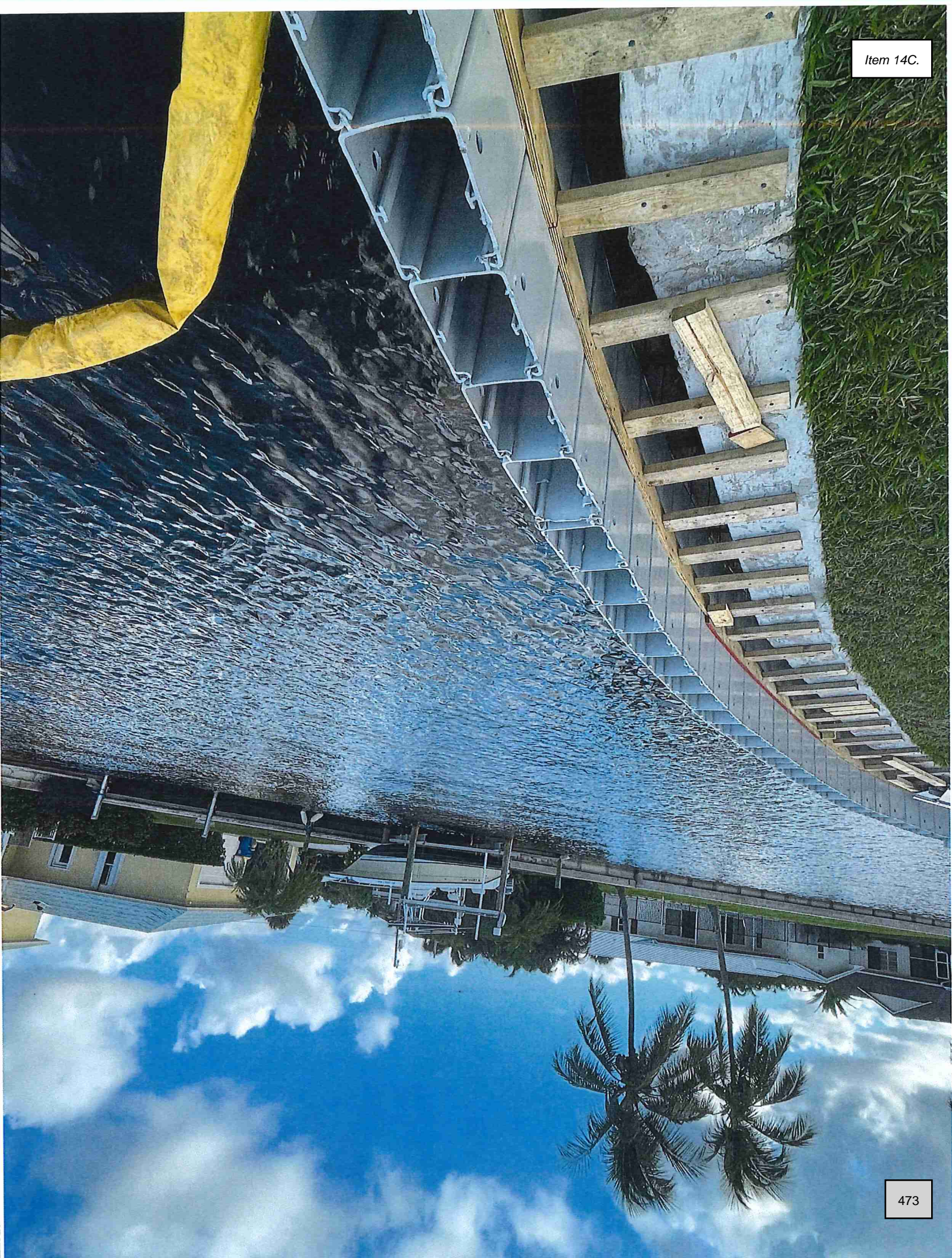
11718 SE Federal Hwy, Unit 222 Hobe Sound, FL 33455  
561-909-9898  
CGC1528016







Item 14C.



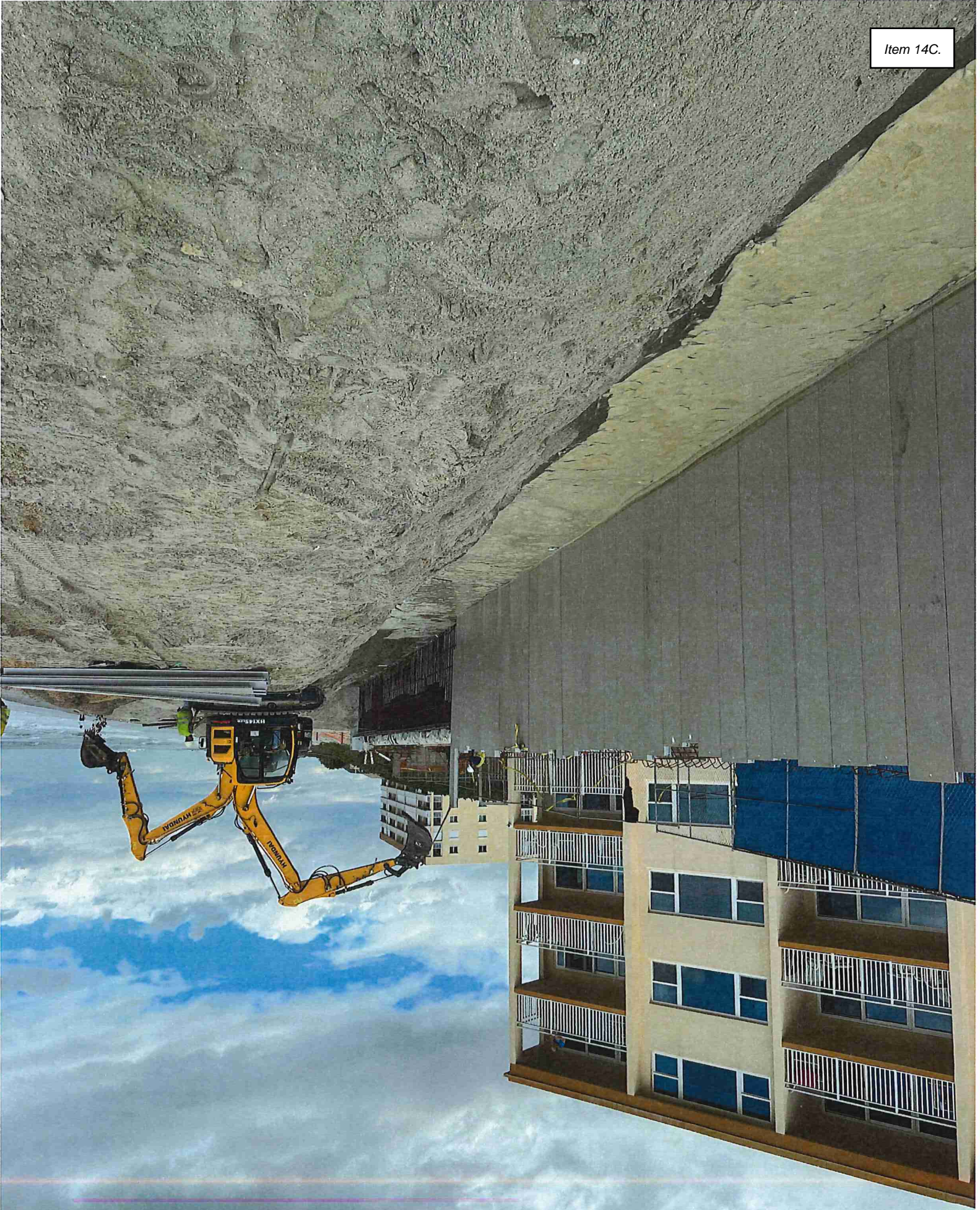














Contractor Name: BDI (South FL Building)

Item 14C.

Evaluator: Allie Lollis

## BIDDERS CHECKLIST



### Bidder's Checklist RFP# 2023-14 Coastal Groin Restoration

- Proposal Form
- Bid Schedule
- References
- Certificate of Insurance
- Performance Bond
- Contract Agreement
- Proposal Form
- Contractor Profile
- Hold Harmless Agreement
- Sworn Statemen to Section 287.133(3)(a), Florida Statues, on Public Entity Crimes form
- Immigration Affidavit certification
- Bidder's Checklist
- Exhibit A Public Contracting and Environmental Crimes Certificate
- Exhibit B Drug Free Workplace Certificate
- Contractor Education & Training
- Coastal Groin List
- Bid Tabulation
- Maps
- Restoration Specifications

NOTES:

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Contractor Name: BDI Marine Contractors, LLC

Evaluator: Megan Wepler

# BIDDERS CHECKLIST



## Bidder's Checklist RFP# 2023-14 Coastal Groin Restoration

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NOTES:

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BD1

1. What type of work was done? Marine related?

250ft seawall included returns.  
New management - replaced seawall after hurricane Nicole.

2. Were they main contractors or sub-contractors?

Main contractor - very pleased. 20ft Tall Seawall at Sand elevation.

3. How many crew members were on site?

A Supervisor, A Foreman  
4-8 crew depending.

4. What was the price of the project?

~~1.2M~~ \$1.8 Millions

5. Did they finish the project on time?

A few hiccups that was not their fault.  
Almost completed.

6. Did they finish the project on budget?

yes!

7. What was the overall quality of the project?

Very Pleased.

8. Did you have any issues or conflicts with the crew, residents, or staff?

Ronnie + George is a great foreman.

9. Would you hire the company again?

Yes, definitely.

Question them and ask what the team will be made of  
\* Make sure Steve (or whoever) can make weekly meetings!  
Level of committed put in writing.  
OR may have communication issues.

Would be our guy if awarded.  
So he says

1. What type of work was done? Marine related?

concrete demo  
grading, sod.

2. Were they main contractors or sub-contractors?

main

3. How many crew members were on site?

2 - 8  
depending

4. What was the price of the project?

\$540,429.

5. Did they finish the project on time?

yes!

6. Did they finish the project on budget?

yes!

7. What was the overall quality of the project?

Very Good, easy to work with.  
no major complaints, "reasonable"

8. Did you have any issues or conflicts with the crew, residents, or staff?

No major issues.  
took care of anything quickly

with  
change  
orders.

9. Would you hire the company again?

yes!

- 1. What type of work was done? Marine related? *\* personal house\**  
*Seawall, dock, + boat lift 240ft Seawall.*  
*(True line (vinyl, dried down ~~to~~ rebar + concrete.)*
- 2. Were they main contractors or sub-contractors?  
*main contraction*
- 3. How many crew members were on site?  
*As many as needed 2-5 men.*
- 4. What was the price of the project?  
*\$250,000*  
~~XXXXXXXXXX~~
- 5. Did they finish the project on time?  
*During covid but was not "neglected" longer than expected or planned.*
- 6. Did they finish the project on budget?  
*yes*
- 7. What was the overall quality of the project?  
*Great.*
- 8. Did you have any issues or conflicts with the crew, residents, or staff?  
*No issues.*
- 9. Would you hire the company again?  
*yes and recommend them for docks.*

**Wepfer, Megan**

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**From:** Robert Eschenfelder <Rob@cityattorneys.legal>  
**Sent:** Sunday, March 17, 2024 6:06 PM  
**To:** Robin Gomez  
**Cc:** Wepfer, Megan  
**Subject:** FW: ITB 2023-14 Coastal Groin Project  
**Attachments:** ITB 2023-14 bid tabulation.pdf; Bidders Interview Questions 3-4-24.docx

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

Manager Gomez,

City Attorney Trask asked me to review the City's question below regarding the recent bid openings for the groin project. Having reviewed the ITB docs and the vendor's response, I agree with Director Wepfer that the City would be within its rights to find that the bidder is "non-responsive" in that it did not provide honest and complete responses to the question.

As an additional basis the City should state, I also believe the City is justified to find that the bidder is "not responsible" in that so much litigation is at issue related to its work. While in fairness pending litigation could in theory be won by the vendor, it nevertheless is a sign of performance issues.

Please let me know if you have any follow up questions.

Regards,  
 Robert M. Eschenfelder, Esquire  
 Board Certified in City, County and Local Government Law  
[Rob@cityattorneys.legal](mailto:Rob@cityattorneys.legal)  
 TRASK DAIGNEAULT, LLP  
 Harbor Oaks Professional Center  
 1001 South Fort Harrison Avenue, Suite 201  
 Clearwater, FL 33756  
 (727) 733-0494 Phone  
 (727) 733-2991 Fax



**CONFIDENTIALITY NOTICE**

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**From:** Wepfer, Megan <[mwepfer@madeirabeachfl.gov](mailto:mwepfer@madeirabeachfl.gov)>  
**Sent:** Monday, March 11, 2024 3:58 PM  
**To:** Thomas Trask <[tom@cityattorneys.legal](mailto:tom@cityattorneys.legal)>  
**Cc:** Kathy Tokos <[Kathy@cityattorneys.legal](mailto:Kathy@cityattorneys.legal)>; Robin Gomez <[RGomez@madeirabeachfl.gov](mailto:RGomez@madeirabeachfl.gov)>; Alexandra Lollis <[alollis@madeirabeachfl.gov](mailto:alollis@madeirabeachfl.gov)>  
**Subject:** ITB 2023-14 Coastal Groin Project

Hi Tom,

We conducted meetings/interviews with the 3 lowest bidders on Friday March 8<sup>th</sup> to determine who is the most qualified responsive bidder for the Costal Groin Restoration project. The 3 lowest bidders were BDI Marine Contractors LLC, Custom Built Marine Contractors Inc, and Speeler CO.

While doing research we found that BDI had several lawsuits but answered no or none to the questions asked during the interview regarding litigations. I sent an email to a few BDI Employees on Friday asking for clarification on 4 separate lawsuits that I found but I have yet to hear any response. Today it was brought to my attention that there are a few more, attached below. My recommendation is to not proceed with BDI Marine Contractors based on information found but I would like your legal advice on how to proceed. If you need further information please let me know.

-  [ITB 2023-14 Coastal Groin Restoration .eml](#)
-  [Decks v BDI recent cases filed vs. BDI part 2.pdf](#)
-  [Decks v BDI recent cases filed vs. BDI.pdf](#)
-  [Decks v BDI case hx SF Bldg vs. Nettles Island.pdf](#)

Sincerely,

Megan Wepfer

City of Madeira Beach

Public Works Director

C: 727-543-8154

**Error! Filename not specified.**

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

**Meeting Details:** April 10, 2024

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

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

**Subject:** Approval to Surplus & Purchase a truck

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### Background

Staff is requesting the Board of Commissioners approve the surplus for truck #33, a 2016 Peterbuilt rear load packer and truck #37, a 2017 Peterbuilt rear load packer. RDK Trucks has been onsite and inspected both trucks and given a purchase price of \$125,000 total. Both 33 and 37 have been replaced and are no longer needed.

Staff received truck #23, a 2023 Kenworth T880 with a 32 CY rear load packer at the beginning of FY 23 to replace truck #37. At the time of acceptance, our mechanic noticed the truck was not running properly and sent it back to the dealership. The truck stayed at the Fort Meyers Kenworth dealership for several months while they diagnosed the issue and repaired it. Shortly after receiving the truck back, we started having issues with the cylinders on the Heil packer. Tampa Crane & Body is a Heil dealership and had the truck a few times often for several months at a time to repair the blown main cylinder. The main cylinder has blown twice in the past year and is no longer under warranty. We have had several issues with this brand-new truck that we haven't experienced with the other 2 Kenworth T880's that are in our fleet and have been in service for a couple years. Due to having several issues with this truck staff would like to trade in the truck while we can still get nearly what we have in it. RDK has offered \$275K and will put that towards a new 2024 Battle Motor with a Pac tech body.

### Fiscal Impact

After the sale and trade in of #33 for \$50K, #37 for \$75K, and #23 for \$275K and the purchase of a new 2024 Battle Motor with a pac tech body for \$313,672.00, RDK will owe a credit to the city for \$86,328.00.

**Recommendation(s)**

Staff recommends the approval to surplus #33, #37, and #23 and purchase a new 2024 Battle Motor with a rear load Pac Tech body with a credit owed to the city of \$86,328.00 that will go back into the sanitation fund.

**Attachments**

- RDK Quotes



3214 Adamo Drive, Tampa, FL 33605  
 t. 8132410711 f. 8132410414

**Q U O** Item 14D.

**Number** RPRQ1405

**Date** Mar 21, 2024

**Sold To**

**City of Madeira Beach**  
 Megan Wepfer  
 300 Municipal Drive  
 Madeira Beach, FL 33708

**Phone** (727) 543-8154  
**Fax** (727) 319-6857

Surplus/Trade in Equipment

**Ship To**

Salesperson	P.O. Number	Ship Via	Terms
-------------	-------------	----------	-------

Rane Robinson

Line	Qty	Description	Unit Price	Ext. Price
------	-----	-------------	------------	------------

*RDK TRUCK SALES IS PLEASED TO QUOTE THE FOLLOWING FOR SURPLUS OR TRADE IN REFUSE EQUIPMENT.*

1	1	2016 PETERBILT VIN# 2NP3LJ0X5GM325465	\$55,000.00	\$55,000.00
2	1	2017 PETERBILT VIN# 3BPZL701HF173267	\$75,000.00	\$75,000.00
3	1	2023 KENWORTH VIN# 1NKZLJ0X5PJ251648	\$275,000.00	\$275,000.00

<b>SubTotal</b>	\$405,000.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$405,000.00</b>

Please contact me if I can be of further assistance.

Rane Robinson  
 rane@rdk.com  
 813 624 2704

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.



3214 Adamo Drive, Tampa, FL 33605  
 t. 8132410711 f. 8132410414

**Q U O** Item 14D.

**Number** RPRQ1403

**Date** Mar 12, 2024

**Sold To**

**City of Madeira Beach**  
 Megan Wepfer  
 300 Municipal Drive  
 Madeira Beach, FL 33708

**Phone** (727) 543-8154  
**Fax** (727) 319-6857

Town of Dundee Rear Loader Truck  
 Piggyback RFP -24-03

**Ship To**

Salesperson	P.O. Number	Ship Via	Terms
-------------	-------------	----------	-------

Rane Robinson

Line	Qty	Description	Unit Price	Ext. Price
1	1	2024 BATTLE MOTORS WITH PAC TECH EXTREME DUTY REAR LOADER OVERHEAD REAVING SYSTEM W HYDRAULIC CONTAINER LOCKS KICK BAR PLUS 2 CART ATTACHMENTS HOPPER WORK LIGHT AND SIDE LIGHTS SMART LIGHTS ABOVE AND BELOW LOADING HOPPER REAR BACKUP CAMERA SYSTEM INCLUDES TAG, TITLE FEES AND DELIVERY	\$313,672.00	\$313,672.00
2	1	TRADE IN OFFER FOR:  2023 KENWORTH T880 REAR LOADER	-\$275,000.00	-\$275,000.00

<b>SubTotal</b>	\$38,672.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$38,672.00</b>

Please contact me if I can be of further assistance.

Rane Robinson  
 rane@rdk.com  
 813 624 2704

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.





de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP  
Orlando | Tampa | Tallahassee | Melbourne

609 West Horatio Street  
Tampa, Florida 33606  
(813) 251-5825

March 18, 2024

**VIA U.S. MAIL DELIVERY and  
ELECTRONIC MAIL DELIVERY**

Robin I. Gomez  
City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, Florida 33708  
rgomez@madeirabeachfl.gov

***Re: Engagement Letter to Serve as Special Magistrate  
for the City of Madeira Beach***

Dear Robin:

It is with great pleasure that I submit to you the following as my proposed updated letter of engagement to set forth the terms of my engagement with the City of Madeira Beach to serve as Special Magistrate.

**I. SCOPE OF SERVICES.**

I will serve, on an as needed basis, as Special Magistrate to hear code enforcement matters, variance matters, and such other and further matters as may be appropriate as set forth in the Code of Ordinances for the City of Madeira Beach. In that capacity, I will preside over all hearings, in which my law firm or I do not have a conflict, render a decision where applicable and prepare the appropriate orders as necessary.

**II. PAYMENT.**

The City shall pay to my law firm, de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP, the sum of \$190 per hour plus costs for each actual attorney hour



Robin I. Gomez  
City of Madeira Beach  
March 18, 2024  
Page 2 of 3

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worked and \$55 per hour for each paralegal hour worked with regard to this engagement. For hearings scheduled by the City and confirmed by the undersigned, there will be a minimum of one hour charged for attendance at the hearing.

In all matters hereunder, my Firm will submit each month to you, or your designee, a Billing Statement of hours expended for services rendered and costs incurred. All invoices shall be processed and paid in the same manner as for all other City invoices and statements. All invoices shall be due and payable within thirty (30) days of the date of the invoice.

### III. TERMINATION.

The term of this engagement may be renewed annually. However, the agreement may be terminated by either party immediately with cause or upon thirty (30) days written notice without cause, or in accordance with the City's charter and code. If such termination occurs, the Firm will be paid for all services rendered and costs incurred, if applicable, to the date of notice of termination.

### IV. MISCELLANEOUS.

A. Assignment. The services to be rendered under this engagement letter are personal to Bart R. Valdes and may not be assigned other than as provided herein, either directly or indirectly, to any other person or firm. Other attorneys in the firm may assist Mr. Valdes with his duties.

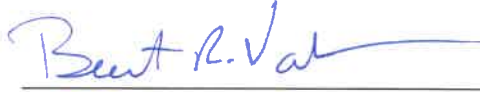
B. Amendments. This engagement letter may be amended only by written instrument signed by the Firm and the City of Madeira Beach.

C. Independent Contractor Status. In the performance of legal services hereunder, Bart R. Valdes, and de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP, are independent contractors and shall not hold themselves out as an employee, agent or servant of the City of Madeira Beach.


Robin I. Gomez  
City of Madeira Beach  
March 18, 2024  
Page 3 of 3

\_\_\_\_\_

This letter of engagement shall not be binding and is of no effect until it has been executed by the authorized representative of the City and by Bart R. Valdes, individually, and on behalf of the Firm.

  
\_\_\_\_\_  
**Bart R. Valdes**

**de BEAUBIEN, SIMMONS, KNIGHT,  
MANTZARIS & NEAL, LLP,**

By:   
\_\_\_\_\_  
**Bart R. Valdes**  
Its: Partner  
Date: 3/18/24

**CITY OF MADEIRA BEACH, FLORIDA,**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY CLERK'S REPORT  
APRIL 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	2 <sup>nd</sup> Wednesday @ 6 p.m.
Budget Workshop Meeting	4 <sup>th</sup> Wednesday @ 4 p.m. (May through August)
Regular Workshop Meeting	4 <sup>th</sup> Wednesday @ 6 p.m.

Meeting dates and times are subject to change.

**ATTACHMENTS:**

- **2024 BOARD OF COMMISSIONERS MEETINGS SUMMARY** – Summary through January - March 2024
- **OPEN DISCUSSION ITEMS** – List provided by Vice Mayor Kerr in January 12, 2024. The City Manager added these items to his list of pending items for future workshop discussions.
- **BOARD MEMBER VACANCY ANNOUNCEMENT** – Civil Service Commission Vacancy Advertisement
- **BOARD OF COMMISSIONERS MEETING SCHEDULE**
- **MARCH 19, 2024 MUNICIPAL ELECTION – CERTIFICATE OF COUNTY CANVASSING BOARD – OFFICIAL ELECTION RESULTS – CITY OF MADEIRA BEACH CHARTER AMENDMENT – FAILED 429/236 VOTES**  
*(City of Madeira Beach Charter Amendment - to change the Candidate Qualifying Period to the first full week in December instead of the first two full weeks in December)*
- **FLORIDA COMMISSION ON ETHICS – ELECTRONIC FINANCIAL DISCLOSURE MANAGEMENT SYSTEM**  
<https://disclosure.floridaethics.gov/Account/Login>

## 2024 BOARD OF COMMISSIONERS MEETINGS SUMMARY (January – March 2024)

### BOARD OF COMMISSIONERS ATTENDANCE

- January 10, 2024, BOC Regular Meeting – All present
- January 24, 2024, BOC Regular Workshop – All present
- February 14, 2024, BOC Regular Meeting – All present
- February 28, 2024, BOC Special Meeting - All present
- February 28, 2024, BOC Regular Workshop - All present
- March 13, 2024, BOC Regular Meeting – All present
- March 27, 2024, BOC Special Meeting – Mayor absent
- March 27, 2024, “BOC Regular Workshop – Mayor absent

### PRESENTATIONS

#### January 10, 2024, BOC Regular Meeting

- Gulf Beaches Public Library Board Update & Upcoming Special Events – Helen Price, Library Board Trustee

#### January 24, 2024, BOC Regular Workshop Meeting

- Introduction of New Hires in the Fire Department
- Fire Crew of the Year, 2024
- Fire Inspector Reclassification to Fire Marshal
- Fire Lieutenant Promotion
- Brian Lowack, President/CEO, Visit St. Pete/Clearwater

#### February 14, 2024, BOC Regular Meeting

- Gulf Beaches Rotary Contribution – Presented by members of the Gulf Beaches Rotary Club

#### March 13, 2024, BOC Regular Meeting

- TI/MB Chamber of Commerce 2023 Community Partner of the Year

### PROCLAMATIONS

#### January 10, 2024, BOC Regular Meeting

- Certified Registered Nurse Anesthetist Week; January 21-27-2024

### BOARD OF COMMISSIONERS MEETING MINUTES

#### January 10, 2024, BOC Regular Meeting

- 2023-12-13, BOC Regular Meeting Minutes – Approved 5-0

#### February 14, 2024, BOC Regular Meeting

- 2024-01-10, BOC Regular Meeting Minutes – Approved 5-0
- 2024-01-24, BOC Regular Workshop Meeting Minutes – Approved 5-0

#### March 13, 2024, BOC Regular Meeting

- 2024-02-14, BOC Regular Meeting Minutes – Approved 5-0
- 2024-02-28, BOC Special Meeting Minutes – Approved 5-0
- 2024-02-28, BOC Regular Workshop Meeting Minutes – Approved 5-0

## **CONTRACTS/AGREEMENTS**

#### January 10, 2024, BOC Regular Meeting

- FY'24 Capital Garbage Truck Lease Approval – Approved 4-1 (Vice Mayor Kerr against)
- RFP# 2023-09, Patriot Park Dock Replacement Bid Acceptance and Approval – Approved 5-0

#### February 14, 2024, BOC Regular Meeting

- Field Internship Agreement with SPC – Approved 5-0
- RFP 2023-11, Digital Information Sign Purchase – Approved 5-0
- Purchase 2023 Chevy Silverado 5500 Regular Cab 2WD – Approved 5-0
- Fireworks Agreement – Approved 5-0

#### March 13, 2024, BOC Regular Meeting

- Code Enforcement/Satellite Office – *Motioned to allow staff to negotiate an agreement with Mali Corp. to construct the code enforcement office space* – Approved 5-0
- Approve Agreement with Network People for Security Focused Information Technology Support and Consulting Services - Approved 5-0
- RFQ 23-12, Planning Services to Create and Implement a New City Master Plan – *Motioned to proceed with Kimley-Horn for RFQ 23-12, Planning Services to create and implement a New City Master Plan* Approved 5-0
- ADA Bus Purchase – Approved 5-0
- Easement Agreement for Condo A Company, LLC – Approved 5-0

## **LETTER OF SUPPORT**

#### February 14, 2024, BOC Regular Meeting

- Tampa Bay Coastal Master Plan Letter of Support from the City of Madeira Beach Mayor, James “Jim” Rostek – Approved 5-0

## **PUBLIC HEARINGS – ORDINANCES**

#### January 10, 2024, BOC Regular Meeting

- Ordinance 2023-21, Dune Protection and Beach Debris – 2<sup>nd</sup> Reading and Public Hearing – Approved 5-0
- Ordinance 2023-33, Amendment to Capital Improvement Element of the Comprehensive Plan – 2<sup>nd</sup> Reading & Public Hearing – Approved 5-0

- Ordinance 2024-01, Calling the March 19, 2024 Municipal Election – 1<sup>st</sup> Reading & Public Hearing – Approved 5-0

February 14, 2024, BOC Regular Meeting

- Ordinance 2024-01, Calling the March 19, 2024 Municipal Election – 2nd Reading & Public Hearing – Approved 5-0
- Ordinance 2024-03, An ordinance adopting a code provision regarding parking meter overtime and failure to pay provisions - 1st Reading & Public Hearing – Approved 5-0

March 13, 2024, BOC Regular Meeting

- Ordinance 2023-01, John’s Pass Village Activity Center Plan – 2nd Reading and Public Hearing – *The vote amended Ordinance 2023-01 to lower the bonus maximum in the Commercial Core from 100 to 87 UPA and the John’s Pass Resort from 100 to 75 UPA - Approved amendment 4-1 (Mayor against)*
- Ordinance 2023-02, Amending FLUM to add John’s Pass Village Activity Center – 2nd Reading and Public Hearing – *Approved 4-1 (Mayor against)*
- Ordinance 2024-02, Open Accessory Structures – 1st Reading & Public Hearing – *postponed 1st Reading and Public Hearing of Ordinance 2024-02 to the April 10, 2024, BOC regular meeting and discuss it at the March 27, 2024, BOC workshop meeting.*
- Ordinance 2024-03, An Ordinance adopting a code provision regarding parking meter overtime and failure to pay provisions – 2nd Reading and Public Hearing – Approved 5-0

**PUBLIC HEARINGS – ALCOHOLIC BEVERAGE LICENSE APPLICATION**

February 14, 2024, BOC Regular Meeting

- (2COP) Alcoholic Beverage License Application# 2024-01 Osaka Japanese and Thai Restaurant of Madeira Beach – Approved 5-0

**REPORTS/CORRESPONDENCE – ELECTED OFFICIALS & CHARTER OFFICERS**

January 10, 2024, BOC Regular Meeting

- City Clerk Report – January 2024

February 14, 2024, BOC Regular Meeting

- City Attorney – Updates: Schooner Litigation (Burke versus the City of Madeira Beach); William Gay versus Hendricks, Andrews, Hodges, and Price; and Fire Station Litigation
- City Clerk’s Report – February 2024
- City Manager’s Report – December 2023 and January 2024

March 13, 2024, BOC Regular Meeting

- City Clerk’s Report – March 2024
- City Manager’s Report – February 2024

**RESOLUTIONS**

March 13, 2024, BOC Regular Meeting

- Resolution 2024-01, Statewide Mutual Aid Agreement – 2023 – *Approved 5-0*

### **WORKSHOP AGENDA SETTING**

#### January 10, 2024, BOC Regular Meeting (January 24, 2024, BOC Regular Workshop)

- Live-boards Boats Anchoring
- Update on Stuart Park Resident Parking
- Update on Fitness Center
- JPV Zoning

#### February 14, 2024, BOC Regular Meeting (February 28, 2024, BOC Regular Workshop)

- Purchase Kubota Mini Excavator
- City Hall Satellite Office
- RFI 2023-14 Coastal Groin Restoration bid discussion
- JPV Activity Center and Zoning
- TBBCC Check Presentation
- Master Plan
- Roles and Responsibilities as Commission Members

#### March 13, 2024, BOC Regular Meeting (March 27, 2024, BOC Regular Workshop)

- JPV Zoning
- CRS and LMS
- Master Plan
- Board of Commissioners Policy Handbook – Review for changes
- RFP 2024-02 City Facility Cleaning Services bid discussion
- RFP 2023-14 Coastal Groin Restoration bid discussion
- Residential Parking discussion
- Ordinance 2024-02, Open Accessory Structures
- Ordinance 2024-04, Special Magistrate Provisions Relating to Code Enforcement
- Ordinance 2024-06, Special Magistrate Provisions Relating to Variances and Special Exceptions
- Special Magistrate Agreement Approval
- Ordinance 2024-05, Amend Fees and Collections Procedure Manual
- Bicentennial Park

### **WORKSHOP MEETING DISCUSSIONS**

#### January 24, 2024, BOC Regular Workshop Meeting

- Boats, Live-boards and Anchoring
- FEMA/City Participation in Mitigation Restoration/Flooding Prevention Programs - Consensus to move forward.
- Board of Commissioners to schedule a Special Meeting in March following the March 19, 2024 Municipal Election and Certification of Election Results: Reporting the Election Results of the Charter Amendment and Induction into Office - Ray Kerr and David Tagliarini to serve a new two-year term as District Commissioner – The Special

Meeting was scheduled for 5:30 p.m., Wednesday, March 27, 2024.

- John's Pass Village Activity Center Zoning - *The Board asked the presenters to identify and include the structures with high densities in John's Pass Village in their next presentation.*
- RFP 2023-11 Digital Information Sign – *Consensus to move forward*
- Kitty Stuart Park Parking Lot Overview: Financial Status, Increased Utilization, and User Engagement – *Consensus to continue with the trial*
- Refuse Collection Contracted Service Analysis – *Consensus not to outsource the garbage collection at this time*
- Fitness Center - *Consensus to bring back the yearly cost to continue with the open registration.*
- City Sponsored Fireworks - *Consensus to bring a contract with proposed dates back to the next regular meeting for approval*

#### February 28, 2024, BOC Regular Workshop

- BOC Roles & Responsibilities
- Code Enforcement/Satellite Office - *Consensus to move forward with the project*
- City of Madeira Beach Master Plan – Presented by Kimley-Horn
- John's Pass Village Activity Center Plan and Zoning
- Statewide Mutual Aid Agreement – 2023
- Redington Emergency Services Building Update
- ADA Bus Purchase
- City Attorney Trask gave an update on William Gay versus Hendricks, Andrews, Hodges, and Price

#### March 27, 2024, BOC Regular Workshop

- Board of Commissioners Policy Handbook – Review for Changes
- Engagement Letter to Serve as Special Magistrate for the City of Madeira Beach - *Consensus to move forward*
- Ordinance 2024-04, Special Magistrate – Code Enforcement – *Consensus to move forward*
- Ordinance 2024-06, Special Magistrate – Approval Process for Compensation Rate - *Consensus to move forward*
- Kimley-Horn Madeira Beach Master Plan Scope of Services Draft – *Consensus to move forward.*
- Local Mitigation Strategy (LMS) and Community Rating System (CRS) Update
- Ordinance 2024-02, Open Accessory Structures – *Postponed to next workshop meeting*
- John's Pass Village Activity Zoning Workshops
- Ordinance 2024-05, Fees & Collection Procedures Manual FY 2024 Proposed Update – *Consensus to move forward to regular meeting for a vote*
- Approval to Surplus & Purchase a Truck – *Consensus to proceed with the trade-in and purchase*
- ITB 2023-14 Coastal Groin Restoration Approval - *Consensus to move forward with Speeler Co. for the groin restoration project*

## **BOC SPECIAL MEETINGS**



February 28, 2024, BOC Special Meeting (for a shade meeting)

- City of Madeira Beach vs. Wannemacher Jensen Architects, Inc. and Hennessy Construction Services Corp., Case #23-7114-CI, Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

March 27, 2024, BOC Special Meeting

- March 19, 2024 Municipal Election – Reported the Unofficial Election Results – City of Madeira Beach to change the Candidate Qualifying Period to the first full week in December instead of the first two full weeks in December – *Failed 429/236 Votes*
- Induction Into Office – Newly Elected Members of the Board of Commissioners – David Tagliarini, District Commissioner 1 and Ray Kerr, District Commissioner 2

**OPEN DISCUSSION ITEMS**  
**Submitted by Vice-Mayor/Commissioner Kerr, 1/12/2024**

1. Comprehensive Plan 20-Year Update
2. 95th Street property
  - Property was sold to others
  - Was this due to the time it took for the City to make an offer?
3. Planned Development versus Zoning Guidelines
  - Does a PD override all Zoning Guidelines
    - Setbacks
    - Impervious Surface Ratio
    - Height
    - FAR
    - Intensity & Density
  - PD – Summary mailing to residents prior to approval?
4. Copper phone lines – Removal by Frontier
5. Campaign signs
  - Where can they be placed?
  - Does the Building Department have maps showing Right-of-Ways?
  - If so, should these maps be included with the campaign packets?
6. Tear Drop Park sprinklers & Improvements
  - Parking / benches / Community Pavilion
7. Residential Impact Fees – Removal
8. Sidewalk width standards
9. Public Trash Containers
10. No wake zone update
  - Enforcement
  - Signage
11. Compare Maps:
  - Nonconforming pre-2007 & post-2023 after adopting county-wide future land use.
12. Base Flood Elevation (BFE)
  - Building Height start from 4' above BFE + 4' freeboard?
13. PD - mailing to residents prior to approval?

14. City Solar projects
15. Sea wall height / Tampa Bay Regional Planning Council - 5' minimum elevation
16. Marina Development Restrictions – Lobbyist
  - Public Works Building Design Input
17. Kimley-Horn: Undergrounding: The Hidden Helper of Disaster Prep. / Grants (presentation by Kevin Schanen with Kimley-Horn)
18. Red Tide / BIG-C / Support Presenter to BIG-C (would have to review BIG-C minutes for details)
19. Parking Garage(s) at both neighborhood centers
20. Can Old Salt contribute to candidates since they hold agreements with the City?
21. Kitty Stuart Park landscaping
22. Schooner status
23. Live aboard pump-out logs
24. City dog park improvements
25. Dune protection
26. Crosswalk lighting review
27. Pocket Parks / Updates
28. JPV Proposed Dock

# CITY OF MADEIRA BEACH PUBLIC NOTICE

## BOARD MEMBER VACANCY ANNOUNCEMENT

The City of Madeira Beach is seeking applications to fill an expired term on the Civil Service Commission. The new term expires 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 a City of Madeira Beach citizen and 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](mailto:cvanblargan@madeirabeachfl.gov)

Boards, Commissions, and Committees are a valuable part of the local government process. The members are volunteers and provide a great service to the City and to the community. Duties and responsibilities include assisting in reviewing the City's policies and procedures, Code of Ordinances, and the City Charter, and making recommendations to the Board of Commissioners.

Members of the Civil Service Commission serve without compensation but may be reimbursed for training, travel, mileage, and per diem expenses provided by law.

Interested persons must submit an application to the City Clerk no later than Tuesday, April 30, 2024 to be considered for appointment at the 6:00 p.m., Wednesday, May 8, 2024, Board of Commissioners Regular Meeting located in the Commission Chambers, 300 Municipal Drive, Madeira Beach, FL 33708.

Applications may also be obtained at City Hall, downloaded on the City's website at <https://madeirabeachfl.gov/advisory-boards/> or obtained from the City Clerk.

### **Submit completed and signed applications to:**

City Clerk  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708  
[cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov)  
727-391-9951, ext. 231 or 232

**2024 BOARD OF COMMISSIONERS MEETING SCHEDULE**

Patricia Shontz Commission Chambers – City Hall, 300 Municipal Drive, Madeira Beach, FL

“All meetings & Events listed are in the Commission Chambers.”

“Meetings, dates & times are subject to change.”

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TIME</u>
Wednesday, January 10, 2024	BOC Regular Meeting	<b>2:00 p.m.</b>
<b>Monday, January 15, 2024</b>	<b>MARTIN LUTHER KING JR. DAY – City Holiday</b>	
Wednesday, January 24, 2024	BOC Regular Workshop Meeting	6:00 p.m.
Wednesday, February 14, 2024	BOC Regular Meeting	6:00 p.m.
Wednesday, February 28, 2024	BOC Special Meeting <i>(for a shade meeting)</i>	4:00 p.m.
Wednesday, February 28, 2024	BOC Regular Workshop Meeting	6:00 p.m.
Wednesday, March 13, 2024	BOC Regular Meeting	<b>2:00 p.m.</b>
<b>Tuesday, March 19, 2024</b>	<b>City of Madeira Beach Municipal Election <i>(charter amendment)</i></b>	<b>7:00 a.m. – 7:00 p.m.</b>
Wednesday, March 27, 2024	BOC Special Meeting <i>(Election Results &amp; Oath of Office: David Tagliarini and Ray Kerr)</i>	5:30 p.m.
Wednesday, March 27, 2024	BOC Regular Workshop Meeting	6:00 p.m.
Wednesday, April 10, 2024	BOC Regular Meeting	6:00 p.m.
Wednesday, April 24, 2024	BOC Regular Workshop Meeting	6:00 p.m.
Wednesday, May 8, 2024	BOC Regular Meeting	6:00 p.m.
Wednesday, May 22, 2024	BOC Budget Workshop Meeting <i>(Reserves, FY 24 mid-year, FY 25 CIP)</i>	4:00 p.m.
Wednesday, May 22, 2024	BOC Regular Workshop Meeting	6:00 p.m.
<b>Monday, May 27, 2024</b>	<b>MEMORIAL DAY – City Holiday</b>	
Wednesday, June 12, 2024	BOC Regular Meeting	6:00 p.m.
Wednesday, June 26, 2024	BOC Budget Workshop Meeting <i>(FY 2025 Operating Budget)</i>	4:00 p.m.
Wednesday, June 26, 2024	BOC Regular Workshop Meeting	6:00 p.m.
<b>Thursday, July 4, 2024</b>	<b>INDEPENDENCE DAY – City Holiday</b>	
Wednesday, July 10, 2024	BOC Regular Meeting	6:00 p.m.
Wednesday, July 24, 2024	BOC Budget Workshop Meeting <i>(FY 25 Operating Budget &amp; Personnel Budget)</i>	4:00 p.m.
Wednesday, July 24, 2024	BOC Regular Workshop Meeting	6:00 p.m.

- Wednesday, August 14, 2024  
BOC Regular Meeting 6:00 p.m.
- Wednesday, August 28, 2024  
BOC Budget Workshop Meeting (FY25 Operating Budget & Personnel Budget) 4:00 p.m.
- Wednesday, August 28, 2024  
BOC Regular Workshop Meeting 6:00 p.m.
- Monday, September 2, 2024  
LABOR DAY – City Holiday
- Wednesday, September 11, 2024  
BOC Regular Meeting 6:00 p.m.  
(includes FY 2025 tentative Millage Rate Ordinance & Budget Ordinance - 1st Reading & Public Hearing)
- Wednesday, September 25, 2024  
BOC Special Meeting TBD  
(adoption of FY 2025 Millage Rate Ordinance & Budget Ordinance – 2<sup>nd</sup> Reading & Public Hearing)
- Wednesday, September 25, 2024  
BOC Regular Workshop Meeting 6:00 p.m.
- Wednesday, October 9, 2024  
BOC Regular Meeting 6:00 p.m.
- Wednesday, October 23, 2024  
BOC Regular Workshop Meeting 6:00 p.m.
- Monday, November 11, 2024  
VETERANS DAY OBSERVED – City Holiday
- Wednesday, November 13, 2024  
BOC Regular Meeting 6:00 p.m.
- Wednesday, November 20, 2024  
BOC Regular Workshop Meeting (date changed due to Thanksgiving Holidays) 6:00 p.m.
- Thursday, November 28, 2024  
THANKSGIVING DAY – City Holiday
- Friday, November 29, 2024  
DAY AFTER THANKSGIVING DAY – City Holiday
- Candidate Qualifying Period  
NOON, Monday, December 2, 2024 through NOON, Friday, December 13, 2024, excluding weekends.  
(Commissioner District 3 and Commissioner District 4) - March 11, 2025 – Municipal Election –  
BALLOT LANGUAGE DUE December 31, 2024
- Wednesday, December 11, 2024  
BOC Regular Meeting 6:00 p.m.
- Wednesday, December 18, 2024  
BOC Regular Workshop Meeting (date changed due to Christmas and New Year's holidays) 6:00 p.m.
- Tuesday, December 24, 2024  
CHRISTMAS EVE – City Holiday
- Wednesday, December 25, 2024  
CHRISTMAS DAY – City Holiday
- Tuesday, December 31, 2024  
NEW YEAR'S EVE - City Holiday
- Wednesday, January 1, 2025  
NEW YEAR'S DAY – City Holiday

**\*\*\* Official Results \*\*\***  
**CERTIFICATE OF COUNTY CANVASSING BOARD**  
**PINELLAS COUNTY**

Item 17C.

We, the undersigned, JUDGE EDWIN JAGGER, County Judge, COMMISSIONER JANET LONG, County Commissioner, SUPERVISOR JULIE MARCUS, Supervisor of Elections, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Twenty-Ninth day of March, 2024 A.D., and proceeded publicly to canvass the votes given for the referendums on the Nineteenth day of March, 2024 A.D. as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

**CITY OF BELLEAIR BEACH NO. 1 CHARTER AMENDMENT**

Yes for Approval	365	votes
No for Rejection	177	votes

**CITY OF BELLEAIR BEACH NO. 2 CHARTER AMENDMENT**

Yes for Approval	446	votes
No for Rejection	99	votes

**CITY OF BELLEAIR BEACH NO. 3 CHARTER AMENDMENT**

Yes for Approval	353	votes
No for Rejection	186	votes

**CITY OF BELLEAIR BEACH NO. 4 CHARTER AMENDMENT**

Yes for Approval	436	votes
No for Rejection	102	votes

**CITY OF CLEARWATER CHARTER AMENDMENT**

Yes for Approval	13,936	votes
No for Rejection	7,838	votes

**CITY OF MADEIRA BEACH CHARTER AMENDMENT**

Yes for Approval	236	votes
No for Rejection	429	votes

**CITY OF PINELLAS PARK REFERENDUM QUESTION**

Yes - For authority to grant exemptions.	3,605	votes
No - Against authority to grant exemptions.	2,420	votes

**\*\*\* Official Results \*\*\***  
**CERTIFICATE OF COUNTY CANVASSING BOARD**  
**PINELLAS COUNTY**

Item 17C.

**CITY OF SAFETY HARBOR NO. 1 CHARTER AMENDMENT**

Yes for Approval	3,115	votes
No for Rejection	723	votes

**CITY OF SAFETY HARBOR NO. 2 CHARTER AMENDMENT**

Yes for Approval	2,805	votes
No for Rejection	1,053	votes

**CITY OF SAFETY HARBOR NO. 3 CHARTER AMENDMENT**

Yes for Approval	3,330	votes
No for Rejection	480	votes

**CITY OF SAFETY HARBOR NO. 4 CHARTER AMENDMENT**

Yes for Approval	3,734	votes
No for Rejection	146	votes

**CITY OF SAFETY HARBOR NO. 5 CHARTER AMENDMENT**

Yes for Approval	3,131	votes
No for Rejection	577	votes

**CITY OF SAFETY HARBOR NO. 6 CHARTER AMENDMENT**

Yes for Approval	3,460	votes
No for Rejection	327	votes

**CITY OF SAFETY HARBOR NO. 7 CHARTER AMENDMENT**

Yes for Approval	3,241	votes
No for Rejection	511	votes

**CITY OF SAFETY HARBOR NO. 8 CHARTER AMENDMENT**

Yes for Approval	2,928	votes
No for Rejection	720	votes



**\*\*\* Official Results \*\*\***  
**CERTIFICATE OF COUNTY CANVASSING BOARD**  
**PINELLAS COUNTY**

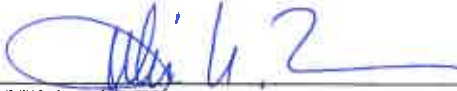
Item 17C.



COUNTY JUDGE



COUNTY COMMISSIONER



SUPERVISOR OF ELECTIONS